

ANNOTATED MINUTES

Tuesday, July 17, 2001 - 9:30 AM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

Chair Diane Linn convened the meeting at 9:37 a.m., with Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present, and Vice-Chair Lisa Naito excused.

- B-1 Public Affairs Office Final 2001 Legislative Session Review and Employee Recognition. Presented by Gina Mattioda and Stephanie Soden.

**GINA MATTIODA AND STEPHANIE SODEN
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION ON ISSUES
INCLUDING: DEPARTMENT OF HUMAN
SERVICES REORGANIZATION AND BUDGET
CUTS; OREGON HEALTH PLAN; FUNDING FOR
SAFETY NET CLINICS; SENIOR PRESCRIPTION
DRUG ASSISTANCE PROGRAM; MENTAL
HEALTH LOCAL PLANNING; CHILDRENS
RECEIVING CENTER; EARLY CHILDHOOD
SERVICES; FUNDING FOR OREGON
CHILDREN'S PLAN; COLUMBIA RIVER GORGE
COMMISSION; BALLOT MEASURE 7; HB 3925B;
COMMUNITY CORRECTIONS BUDGET; LOCAL
JUVENILE CRIME PREVENTION FUNDS;
OREGON YOUTH AUTHORITY BUDGET; GANG
INTERVENTION/PREVENTION FUNDS;
DOMESTIC AND SEXUAL VIOLENCE SERVICES
PROGRAMS; CONTRACEPTIVE BILL;
UNEMPLOYMENT BENEFITS FOR DOMESTIC
VIOLENCE VICTIMS; PROHIBITION OF LOCAL
LIVING WAGE ORDINANCES;
IMPLEMENTATION OF HOME CARE
COMMISSION; LOW INCOME ENERGY
ASSISTANCE; TRANSPORTATION FUNDING
PACKAGE; SOUTH METRO COMMUTER RAIL**

**PROJECT; REGIONAL TRANSIT AUTHORITIES;
REGIONAL AFFORDABLE HOUSING FUND ACT;
FUNDING FOR PUBLIC SCHOOLS; TOBACCO
SETTLEMENT; FEDERAL RECEIPTS; AND
PORTLAND HARBOR BILL.**

The briefing was recessed at 10:45 a.m. and reconvened at 10:54 a.m.

- B-2 Briefing and Request for Policy Direction on the 2001 Oregon Transportation Investment Act. Presented by Maria Rojo de Steffey, Lonnie Roberts and Karen Schilling.

**HAROLD LASLEY, KAREN SCHILLING AND STAN
GHEZZI PRESENTATION AND RESPONSE TO
BOARD QUESTIONS AND DISCUSSION
REGARDING ISSUES INCLUDING: TIMELINES;
BRIDGE REPAIR FUNDING; OPTIONS TO
PROCEED; JPACT AND TPAC MEETINGS;
SELLWOOD, BROADWAY, SAUVIE ISLAND, AND
BURNSIDE BRIDGE PROJECTS. CHAIR LINN
AND COMMISSIONER ROJO TO CONTACT
PORTLAND COMMISSIONER HALES
REGARDING SUPPORT FOR FUNDING FOR
COUNTY RECOMMENDED BRIDGE PROJECT.**

There being no further business, the meeting was adjourned at 11:45 a.m.

Thursday, July 19, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:35 a.m., with Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present, and Vice-Chair Lisa Naito excused.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER ROBERTS,
SECONDED BY COMMISSIONER CRUZ, THE**

***CONSENT CALENDAR (ITEMS C-1 THROUGH C-8)
WAS UNANIMOUSLY APPROVED.***

SHERIFF'S OFFICE

- C-1 Renewal of Intergovernmental Revenue Agreement 0210028 with the Oregon State Marine Board, Providing Marine Patrol Coverage and Boating Safety Law Enforcement on Waterways within Multnomah County
- C-2 Renewal of Intergovernmental Revenue Agreement 0210029 with Tri-Met, Assigning 2 FTE Deputy Sheriffs to the Tri-Met Transit Police Division
- C-3 Renewal of Intergovernmental Agreement 4600002204 with the City of Portland, Providing Reimbursement for Services Related to the Fingerprinting and Identification of Arrested Adults

PUBLIC CONTRACT REVIEW BOARD

- C-4 ORDER Exempting from the Formal Competitive Bid Process the Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and Other Implementation Consulting that is Required on an As Needed Basis Through June 30, 2002

ORDER 01-095.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 Amendment 3 to Intergovernmental Revenue Agreement 0010200 with the State of Oregon Mental Health and Developmental Disability Services Division, Increasing Funding to Continue Children and Adult Mental Health Capitation Services through September 30, 2001
- C-6 Renewal of Intergovernmental Agreement 4600002334 with Portland Community College Portland Employment Program, to Purchase Vocational Services for People with Developmental Disabilities
- C-7 Renewal of Intergovernmental Agreement 4600002336 with the City of Portland Parks and Recreation, to Purchase Vocational Services for People with Developmental Disabilities
- C-8 Renewal of Intergovernmental Agreement 4600002338 with the State of Oregon Commission for the Blind, to Purchase Vocational Services for People with Developmental Disabilities

REGULAR AGENDA
PUBLIC COMMENT

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

LADDIE READ COMMENTS (VIA WRITTEN STATEMENT) IN SUPPORT OF FUNDING FOR PROGRAM SERVICES TO ASSIST THE ELDERLY AND DISABLED. AL TURNER, ON BEHALF OF THE BOARD OF TRUSTEES OF THE MEDICAL SOCIETY OF METROPOLITAN PORTLAND, READ WRITTEN TESTIMONY EXPRESSING CONCERN OVER CLOSURE OF THE CRISIS TRIAGE CENTER AND TRANSITION TO A NEW SYSTEM OF MENTAL HEALTH SERVICES. CONSTANCE POWELL OF THE OREGON PSYCHIATRIC ASSOCIATION, COMMENTS EXPRESSING CONCERN OVER CLOSURE OF THE CRISIS TRIAGE CENTER AND EMERGENCY ROOM STAFFING. KIRK WOLFE COMMENTS EXPRESSING CONCERN MENTAL HEALTH SERVICES FOR CHILDREN ARE NOT BEING ADEQUATELY CONSIDERED IN THE MENTAL HEALTH SYSTEM REDESIGN, AND RESPONSE TO QUESTIONS OF COMMISSIONER ROBERTS CONCERNING ABILITY OF JIM GAYNOR AND PETER DAVIDSON TO ADDRESS CHILD MENTAL HEALTH ISSUES AND THE NEED FOR SYSTEM CHANGES. JOY GOHL COMMENTS IN SUPPORT OF IMPLEMENTATION OF ANIMAL CONTROL TASK FORCE RECOMMENDATIONS.

NON-DEPARTMENTAL

R-1 RESOLUTION Confirming the Interim Designations for Multnomah County Chair and Multnomah County Commissioner District 1 in the Event of a Vacancy

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-1. COMMISSIONER ROJO COMMENTS IN APPRECIATION AND SUPPORT OF CLARA

PADILLA ANDREWS AGREEING TO SERVE AS INTERIM COMMISSIONER SHOULD ANYTHING PREVENT HER FROM CONTINUING HER ELECTED DUTIES. CHAIR LINN COMMENTS IN APPRECIATION AND SUPPORT OF FORMER GOVERNOR BARBARA ROBERTS AGREEING TO SERVE AS INTERIM CHAIR SHOULD ANYTHING PREVENT HER FROM CONTINUING HER ELECTED DUTIES. COMMISSIONER CRUZ COMMENTS IN SUPPORT OF BOTH INTERIM DESIGNEES. RESOLUTION 01-096 UNANIMOUSLY ADOPTED.

- R-2 Request for Policy Direction Regarding Contingency Funding for Teen Parent Network Coordination

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-2. PAM PATTON OF THE MORRISON CENTER, PATTI MACRAE OF THE YOUTH SERVICES CONSORTIUM, JOHN DUKE, AND DIANE COHEN-ALPERS OF THE INSIGHTS TEEN PARENT PROGRAM, EXPLANATION AND TESTIMONY IN SUPPORT OF \$15,300 CONTINGENCY GRANT TO FUND STAFF FOR THE NETWORK ON TEEN PREGNANCY AND YOUNG PARENTING. COMMISSIONER CRUZ COMMENTS IN APPRECIATION AND SUPPORT. AT THE DIRECTION OF CHAIR LINN, POLICY DIRECTION FOR STAFF TO PREPARE BUDGET MODIFICATION FOR \$15,300 CONTINGENCY FUNDING FOR TEEN PARENT NETWORK COORDINATION TO BE PLACED ON THE CONSENT CALENDAR ON THURSDAY, JULY 26, 2001 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-3 NOTICE OF INTENT to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and Request for Approval to Register the County as a Jurisdiction Eligible to Receive Funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact

COMMISSIONER ROJO SECONDED, APPROVAL OF R-3. BARBARA SIMON EXPLANATION AND RESPONSE TO CONCERNS OF COMMISSIONERS CRUZ AND ROJO OVER THE FEDERAL GOVERNMENT'S USE OF THE WORD "ALIEN" RATHER THAN "UNDOCUMENTED". NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY JUSTICE

R-4 NOTICE OF INTENT to Apply for \$250,000 Robert Wood Johnson Foundation Reclaiming Futures Initiative Grant

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-4. JOANNE FULLER AND BENJAMIN CHAMBERS EXPLANATION AND RESPONSE TO QUESTIONS OF CHAIR LINN CONCERNING GRANT FOR HOMELESS YOUTH CONTINUUM; LACK OF DETOX FOR YOUTH; AND DIRECTION FOR STAFF COORDINATION ON GRANT APPLICATIONS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

R-5 RESOLUTION Authorizing Suspension of 242nd Avenue Connector Environmental Analysis

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-5. ED ABRAHAMSON EXPLANATION. COMMISSIONER ROBERTS COMMENTS IN SUPPORT. RESOLUTION 01-097 UNANIMOUSLY ADOPTED.

R-6 RESOLUTION Authorizing Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc. Willow Lane Property

COMMISSIONER ROJO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-6. BOB OBERST OF FACILITIES AND PROPERTY MANAGEMENT AND DAVID STRIAR

**OF JANUS YOUTH PROGRAMS EXPLANATION
AND RESPONSE TO QUESTIONS OF
COMMISSIONERS CRUZ AND ROJO
CONCERNING FAIR MARKET VALUE OF
PROPERTY AND WHY PROPERTY WAS NOT USED
BY JANUS YOUTH. RESOLUTION 01-098
UNANIMOUSLY ADOPTED.**

*The regular meeting was adjourned at 10:41 a.m. and the briefing convened
at 10:52 a.m.*

Thursday, July 19, 2001 - 10:20 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-3 Update and Policy Discussion Regarding Mental Health Acute Care Services. Presented by John Rakowitz, John Ball, Peter Davidson and Invited Others.

**CHAIR DIANE LINN, JOHN BALL, DALE JARVIS
AND PETER DAVIDSON, PRESENTATION AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION ON ISSUES INCLUDING: ACUTE
CARE KEY SERVICE COMPONENTS;
ACCESS/CRISIS PHONE SYSTEM; URGENT
WALK-IN CLINICS; MOBILE CRISIS OUTREACH
TEAMS; SECURE EVALUATION FACILITY;
ACUTE HOSPITAL ALTERNATIVES; ACUTE CARE
COORDINATION; SHORT-TERM BURDEN ON
CONSUMERS, FAMILIES AND PRACTITIONERS
WHILE GAP PLAN SYSTEM IS IMPLEMENTED;
COSTS OF SERVICES; WHY ANY PROPOSALS ON
THE TABLE PRIOR TO CHAIR LINN'S
ADMINISTRATION ARE OFF AND THERE IS NOT
AN OPTION TO GO OUT FOR COMPETITIVE RFP
THIS YEAR; CONFLICT OF INTEREST
CONCERNS; WOODLAND PARK HOSPITAL; USE
OF COUNTY GATEKEEPER EMPLOYEES TO**

**TRANSPORT FOLKS; ADDRESSING BILINGUAL
STAFF RECRUITMENT; CULTURALLY SPECIFIC
SERVICE PROVIDERS; SERVICES FOR
CHILDREN; CONCERNS THAT DECISIONS ARE
BEING MADE BEHIND CLOSED DOORS. BOARD
CONSENSUS THAT ONE OR TWO EVENING
PUBLIC HEARINGS BE SCHEDULED.**

There being no further business, the meeting was adjourned at 12:18 p.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey,

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Email: district1.@co.multnomah.or.us

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Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

Email: deborah.l.bogstad@co.multnomah.or.us

**INDIVIDUALS WITH DISABILITIES PLEASE
CALL THE BOARD CLERK AT (503) 988-3277,
OR MULTNOMAH COUNTY TDD PHONE
(503) 988-5040, FOR INFORMATION ON
AVAILABLE SERVICES AND ACCESSIBILITY.**

JULY 17 & 19, 2001

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg. 2	9:30 a.m. Tuesday Final 2001 Legislative Session Review and Staff Recognition
Pg. 2	10:45 a.m. Tuesday Briefing on 2001 Oregon Transportation Investment Act
Pg. 3	9:30 a.m. Thursday Resolution Confirming Interim Designees
Pg. 3	9:40 a.m. Thursday Policy Direction on Contingency Funding for Teen Parent Network Coordination
Pg. 3	9:55 a.m. Thursday MCSO and DCJ Notice of Intent to Apply for Grants
Pg. 4	10:10 a.m. Thursday DSCD Resolutions
Pg. 4	10:20 a.m. Thursday Update on Mental Health Acute Care Services

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- B-1 Public Affairs Office Final 2001 Legislative Session Review and Employee Recognition. Presented by Gina Mattioda and Stephanie Soden. 1 HOUR, 15 MINUTES REQUESTED.
- B-2 Briefing and Request for Policy Direction on the 2001 Oregon Transportation Investment Act. Presented by Maria Rojo de Steffey, Lonnie Roberts and Karen Schilling. 1 HOUR REQUESTED.
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REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **SHERIFF'S OFFICE**

- C-1 Renewal of Intergovernmental Revenue Agreement 0210028 with the Oregon State Marine Board, Providing Marine Patrol Coverage and Boating Safety Law Enforcement on Waterways within Multnomah County
- C-2 Renewal of Intergovernmental Revenue Agreement 0210029 with Tri-Met, Assigning 2 FTE Deputy Sheriffs to the Tri-Met Transit Police Division
- C-3 Renewal of Intergovernmental Agreement 4600002204 with the City of Portland, Providing Reimbursement for Services Related to the Fingerprinting and Identification of Arrested Adults

PUBLIC CONTRACT REVIEW BOARD

- C-4 ORDER Exempting from the Formal Competitive Bid Process the Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and Other Implementation Consulting that is Required on an As Needed Basis Through June 30, 2002

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 Amendment 3 to Intergovernmental Revenue Agreement 0010200 with the State of Oregon Mental Health and Developmental Disability Services Division, Increasing Funding to Continue Children and Adult Mental Health Capitation Services through September 30, 2001
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REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

NON-DEPARTMENTAL - 9:30 AM

- R-1 RESOLUTION Confirming the Interim Designations for Multnomah County Chair and Multnomah County Commissioner District 1 in the Event of a Vacancy
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SHERIFF'S OFFICE - 9:55 AM

- R-3 NOTICE OF INTENT to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and Request for Approval to Register the County as a Jurisdiction Eligible to Receive Funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact

DEPARTMENT OF COMMUNITY JUSTICE - 10:00 AM

R-4 NOTICE OF INTENT to Apply for \$250,000 Robert Wood Johnson Foundation Reclaiming Futures Initiative Grant

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 10:10 AM

R-5 RESOLUTION Authorizing Suspension of 242nd Avenue Connector Environmental Analysis

R-6 RESOLUTION Authorizing Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc. Willow Lane Property

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connecting citizens with information and services

SUPPLEMENTAL AGENDA

Tuesday, July 17, 2001 - 9:30AM

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BOARD OF COMMISSIONERS

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Pg. 4	10:20 a.m. Thursday Acute Care Crisis
*	Board and Agenda Web Site: http://www.co.multnomah.or.us/cc/index.html

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DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

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Division, Increasing Funding to Continue Children and Adult Mental Health
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DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 10:10 AM

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BOARD BRIEFING

B-2 As Needed Update Regarding Acute Care Crisis Development. Presented by John Rakowitz, John Ball and Invited Others. 15 MINUTES REQUESTED.



**Lisa Naito, Multnomah County Commissioner
District 3**

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5217
FAX: (503) 988-5262
Email: lisa.h.naito@co.multnomah.or.us

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Debbie Kirkland
Staff to Commissioner Lisa Naito

DATE: June 8, 2001

RE: Board Absences

Commissioner Naito will be on vacation for the July 12, 19 and 26, 2001 Board meetings.

01 JUN 11 AM 11:31
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS

MEETING DATE: JUL 19 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Revenue IGA with Oregon State Marine Board

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Next available

AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff's Office

DIVISION: Enforcement

CONTACT: Barbara Simon

TELEPHONE #: 503-988-4326

BLDG/ROOM #: 503/350

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐
OTHER

SUGGESTED AGENDA TITLE:

Reimbursement from the State for patrolling rivers in our jurisdiction.

07/25/01 originals to DAVID BRAAKSMA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Noelle

(OR)

DEPARTMENT

MANAGER: Phil Hedger

6/14/01

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277

BOARD OF
COUNTY COMMISSIONERS
01 JUL - 6 PM 3:57
MULTNOMAH COUNTY
OREGON



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: July 5, 2001
Requested Placement Date: July 19, 2001

I. Recommendation/Action Requested:

Approve \$482,504 in revenue from the Oregon State Marine Board for the provision of law enforcement services on the waterways.

II. Background Analysis

This agreement has been in effect since 1974. The MCSO receives money from the Oregon State Marine Board to enforce laws applicable to the waterways, investigate complaints of boating law violations and boating accidents and actively pursue Boating Under the Influence violations.

III. Financial Impact

The County receives \$482,504 from the Marine Board for these services; the MCSO budgets \$1,068,280 of local funds for these services.

IV. Legal Issues

The County Attorney has approved the revenue IGA.

V. Controversial Issues

None

VI. Link to Current County Policies

Good Government

VII. Citizen Participation

Unknown

VIII. Other Government Participation

Oregon State Marine Board

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0210028
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>07-19-01</u> DEB BOGSTAD, BOARD CLERK </div>

Department: Sheriff's Office Division: ENF Date: June 6, 2001
 Originator: Captain Terry Jones Phone: 288-6788 Bldg/Rm: 313/RPU
 Contact: David Braaksma, Contracts Administrator Phone: 988-4415 Bldg/Rm: 503/350
 Description of Contract: Funding for RPU to conduct Marine Law Enforcement
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR # _____
 #/DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon State Marine Board</u> Address <u>435 Commercial St. NE</u> <u>Salem, OR 97310-0650</u> Attn: <u>Bill Rydbloom</u> Phone <u>373-1405x239</u>		Remittance address _____ (If different) _____
Employer ID# or SS# _____ Effective Date <u>July 1, 2001</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ <u>482,504</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ _____	Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES: Peter C Van Ghe DATE 6-13-01
 Department Manager _____ DATE _____
 Purchasing Manager _____ DATE 6/19/01
 (Class II Contracts Only) _____ DATE 7.19.01
 County Counsel _____ DATE 6/14/01
 County Chair _____ DATE _____
 Sheriff _____ DATE _____
 Contract Administration _____
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

cc: 601633
G/L: 50180

CONTRACT BOATING SAFETY AND LAW ENFORCEMENT SERVICES

This contract is entered into by and between the STATE OF OREGON, acting by and through its State Marine Board, hereinafter called the BOARD, and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY, under the authority of ORS 830.110 and ORS Chapter 190.

A. DEFINITIONS

1. "MSLE PPM" shall mean the MARINE SAFETY LAW ENFORCEMENT POLICY AND PROCEDURES MANUAL, the reference manual that governs the boating safety law enforcement program
2. "BOARD" shall mean the Oregon State Marine Board.
3. "CONTRACTING PARTY" shall mean the County Sheriff. The execution and delivery and termination of this contract by the County must be approved by the County Court/County Board of Commissioners, as applicable.
4. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the MSLE PPM.

B. BASIC SERVICES TO BE PROVIDED

The CONTRACTING PARTY will provide the following services in accordance herewith and with the MSLE PPM in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapters 830 and 704.
2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Actively pursue Boating Under the Influence violations.
5. Investigate boating accidents as specified in the MSLE PPM.
6. Provide law enforcement examinations of boats.
7. Alert the public to unsafe boating conditions.
8. Provide assistance to boaters as warranted, search and rescue services being provided only as noted in the MSLE PPM.
9. Distribute such public information as may be provided by the BOARD.
10. Provide marine patrol coverage on all waters within county jurisdiction with a particular emphasis on those waters described in the Fiscal Year 01/02 Marine Safety and Law Enforcement Program ("Program") budget which is attached hereto as Exhibit A and made a part of this contract.
11. Implement Program improvements as set forth in the current edition of the Marine Law Enforcement Plan to the extent funding allows.
12. Actively participate in youth/school and adult education safety programs, but at a minimum introduce the "Play it Safe" program in the second grade county wide.

C. CONTRACTING PERIOD

This contract shall be effective from July 1, 2001 and shall run through June 30, 2002.

D. BUDGET

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed in the aggregate the sub-total shown in the below listed BOARD column. These payments will be for such boating safety and law enforcement services as are contained in this contract and Exhibit A.

	Board	Contracting Party
Personnel Services	<u>\$ 481,304</u>	<u>\$ 984,476</u>
Services and Supplies	<u>\$ 0</u>	<u>\$ 78,804</u>
Instructor Support	<u>\$1,200</u>	<u>\$ 0</u>
Capital Outlay	<u>\$ 0</u>	<u>\$ 5,000</u>
Sub-Total	<u>\$ 482,504</u>	<u>\$ 1,068,280</u>

Grand Total Program \$ 1,550,784

E. PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made on a **semi-annual** basis for Authorized Expenditures actually incurred in accordance with the MSLE PPM and shall be paid within thirty (30) days of receipt of a signed State Marine Board voucher and supporting documentation denoting such expenditures. This expenditure report must also display those expenses and/or expenditures which will constitute the program match. The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period (unless otherwise advised.)

F. GENERAL PROVISIONS

1. The CONTRACTING PARTY shall perform the services required under this contract as an independent contractor. Each party shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System. Any wages, salaries or reimbursements made to employees of the CONTRACTING PARTY shall be at a reasonable rate as compared to the rate for similar work within the CONTRACTING PARTY's county and similar surrounding counties.

Each party shall be responsible, to the extent required by the Oregon Tort Claims Act, ORS 30.260-30.300, only for the acts, omissions or negligence of its own officers, employees or agents.

2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase price thereof. Such insurance shall be provided by the CONTRACTING PARTY through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY receives prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.
3. This contract is subject to all applicable federal Assurances specified in Exhibit B attached hereto and by this reference made a part hereof. If applicable, CONTRACTING PARTY shall provide the BOARD its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub.L. 104-156, §§1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this contract, the CONTRACTING PARTY will be notified of the amount of federal pass-through dollars included in the payments made by the Board to the CONTRACTING PARTY during that fiscal year.

4. Performance by either party to this contract shall be contingent upon funding being obtained at a sufficient level to allow for purchase of the indicated quantity of services.
5. Payment requests shall only be for services provided by the CONTRACTING PARTY pursuant to this contract and for costs incurred by the CONTRACTING PARTY in conjunction with such services and the Marine Law Enforcement program (including salaries, supplies and/or purchases of equipment).

G. BOARD RESPONSIBILITIES

1. The BOARD and its officers, agents and employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from the CONTRACTING PARTY.
2. The BOARD shall maintain selected records of marine effort and activity in order to assure adequate performance within the terms, conditions, and specifications of this contract.
3. The BOARD acknowledges and agrees that the ownership of any boat purchased by the CONTRACTING PARTY during the term of this contract shall be vested in the CONTRACTING PARTY regardless of funding source, subject to Section H.7 hereof.

H. CONTRACTING PARTY RESPONSIBILITIES

1. The CONTRACTING PARTY shall furnish and supply all necessary labor, supervision, equipment, communications, facilities, and supplies necessary to provide the level of service described in the MSLE PPM and the CONTRACTING PARTY's proposed marine patrol budget.
2. Standards of performance, discipline of officers, and other matters incidental to the performance of the services required to be performed hereunder by the CONTRACTING PARTY and the control of personnel performing such services shall at all times be the responsibility of the CONTRACTING PARTY.
3. Personnel assigned by the CONTRACTING PARTY to the duty of boating law enforcement shall be mentally and physically capable of performing such duties. They shall have a thorough knowledge of boating laws and regulations and the powers, duties, and limitations of the authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining thereto. All marine patrol personnel, other than assistants, must complete the Marine Law Enforcement Training Course approved by the BOARD and be marine certified.
4. All persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
5. The CONTRACTING PARTY shall not enter into any subcontracts for marine law enforcement services required to be provided hereunder by the CONTRACTING PARTY without the prior written approval of the BOARD. The BOARD's consent to any subcontract shall not relieve the CONTRACTING PARTY of any of its duties or obligations under this contract.
6. The CONTRACTING PARTY shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this contract in such a manner as to clearly document the CONTRACTING PARTY's performance. The CONTRACTING PARTY acknowledges and agrees that Board and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the CONTRACTING PARTY that are pertinent to this contract to perform examinations and audits and make excerpts and transcripts. The CONTRACTING PARTY shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.
7. The CONTRACTING PARTY agrees to maintain in good working condition any boat or major piece of equipment purchased, in whole or in part, by the CONTRACTING PARTY with funds received pursuant to this

contract. Preventative maintenance schedules for boats and trailers will be established and be adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or in part, with funds received pursuant to this contract, any proceeds derived from such trade-in or sale shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Law Enforcement program. Upon termination of this contract, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this contract shall be returned to the BOARD for reassignment.

8. The CONTRACTING PARTY agrees that the use of any boat or major piece of equipment purchased, in whole or in part, by the CONTRACTING PARTY with funds provided pursuant to this contract shall be limited to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the MSLE PPM.
9. The CONTRACTING PARTY agrees that each person employed for the purpose of fulfilling provisions of this contract shall wear a Coast Guard approved personal flotation device (life jacket) while working or riding in boats.
10. The CONTRACTING PARTY covenants that it will improve performance in all areas identified in prior written communication such as monthly report cards, field evaluations as well as other pertinent documents. And as recommended by State auditors, the CONTRACTING PARTY must comply with performance norms as outlined in MSLE PPM. Performance will be monitored periodically for purpose of noting improvement and to document the CONTRACTING PARTY's compliance with Section H.10. Such information may be considered by the Board in future contract negotiations and non-compliance with MSLE PPM performance standards, may identify the CONTRACTING PARTY's program as a candidate for audit and may place the CONTRACTING PARTY's program at risk of funding reductions.
11. The CONTRACTING PARTY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this contract. The Board's performance under this contract is conditioned upon the CONTRACTING PARTY's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are incorporated by reference herein.

I. TERMINATION

1. This contract may be terminated by mutual consent of both parties; by either party on 30 days notice; or by either party upon 20 days notice under any of the following conditions:
 - a. If funding from federal, state or other source(s) is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
 - b. If any federal, state, local or county law, regulation, ordinance or guideline is modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
 - c. If the CONTRACTING PARTY commits any material breach or default of any covenant, warranty, obligation or agreement under this contract, and such breach, default or failure is not cured within such 20 day period after delivery of the Board's notice.
2. The Board shall be entitled to any and all rights and remedies at law or in equity.

J. MISCELLANEOUS

1. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the CONTRACTING PARTY or the BOARD at the address or number set forth on the signature page of this contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section J.1. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

2. This contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the BOARD (and/or any other agency or department of the State of Oregon) and the CONTRACTING PARTY that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
3. The BOARD and the CONTRACTING PARTY are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT 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 CONTRACT. CONTRACTING PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, DOES HEREBY ACKNOWLEDGE THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


IN WITNESS WHEREOF, this instrument has been executed by each of the parties signatory hereto.

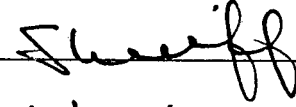
STATE OF OREGON
acting by and through its
STATE MARINE BOARD

Multnomah County



Director / Assistant Director



Title: 

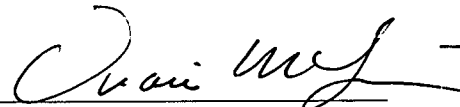
6/1/01

Date

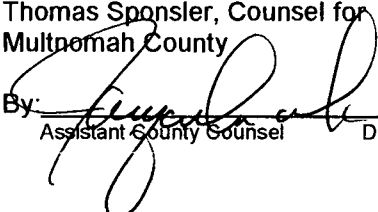
6/14/01

Date

APPROVED: Multnomah County Court/Board of County Commissioners

By: 

Diane M. Linn, County Chair
Date: July 19, 2001

Reviewed: _____
Thomas Sponsler, Counsel for
Multnomah County
By: 

Assistant County Counsel Date: 6/19/01

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 07-19-01
DEB BOGSTAD, BOARD CLERK

EXHIBIT "A"
PROGRAM BUDGET
MARINE SAFETY AND LAW ENFORCEMENT SERVICES

SEE ATTACHED BUDGET
NEXT PAGE

B. Patrol Areas: (Continued)

(3) Body of Water MILLINOWAN CREEK - HEAD TO SCUPPOLE (RM10)

Average hours of patrol per week

WINTER 3 / SUMMER 10

Number of weeks coverage

52

Estimated hours of coverage per year

356

(4) Body of Water SANDY RIVER - MOUTH TO OXBOW PARK

Average hours of patrol per week

0

Number of weeks coverage

ON CALL BASIS

Estimated hours of coverage per year

10

(5) Body of Water BLUE LAKE

Average hours of patrol per week

0

Number of weeks coverage

ON REQUEST

Estimated hours of coverage per year

0

(6) Body of Water _____

Average hours of patrol per week

Number of weeks coverage

Estimated hours of coverage per year

(7) Body of Water _____

Average hours of patrol per week

Number of weeks coverage

Estimated hours of coverage per year

B. Patrol Areas: (Continued)

() Body of Water _____

Average hours of patrol per week _____

Number of weeks coverage _____

Estimated hours of coverage per year _____

() Body of Water _____

Average hours of patrol per week _____

Number of weeks coverage _____

Estimated hours of coverage per year _____

() Body of Water _____

Average hours of patrol per week _____

Number of weeks coverage _____

Estimated hours of coverage per year _____

() Body of Water _____

Average Hours of patrol per week _____

Number of weeks coverage _____

Estimated hours of coverage per year _____

() Body of Water _____

Average hours of patrol per week _____

Number of weeks coverage _____

Estimated hours of coverage per year _____

* Patrol Coverage

Total of all water bodies 4890

III. PERSONNEL:

A. Program Manager (and rank) CAPTAIN TERRY JONES

Phone Number (503) 288-6788 Fax Number (503) 287-3952

B. Number of marine certified personnel to be assigned:

1. Seasonal: Number of Full-time: 6 Part-time: _____

Full-time

Part-time

Names: SCOTT TIMMIS _____
PAUL FARNETTER _____
JOE EKAZIAN _____
KEVIN VONE _____
JEFF SCHAFER _____
KEITH BYBEE _____

2. Year Around: Number of Full-time: 10 Part-time: _____

Full-time

Part-time

Names: Sgt KARE HITCHISON _____
Sgt NED WALLS _____
KEVIN PLATT _____
TIM LICHATEWICH _____
BRETT LORT _____
MIKE HEFFERNAN _____
TOM SAWYER _____
WAVIE LORTON _____
SCOTT McDOWELL _____
FRED HILL _____

MARINE SPECIALIST (AFSCN) FRED WASHBURN

00/01 LE BUDGET

C. MARINE PATROL			SMB	AGENCY	AGENCY	(Cash + In-Kind)	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
1.)	8	# of Officers (FTE or Seasonal)					
X	40	Hrs. Per Week Each					
X	\$36.70	Rate Per Hour (Hourly Rate, Benefits, Dept. Overhead, S/S, Taxes, Health Ins.)					
X	52 # Weeks	=	\$ 472,117	\$ 138,571	\$	\$	\$ 610,688
2.)	3.33	# of Officers (FTE or Seasonal)	SMB	AGENCY	AGENCY	TOTAL	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
X	40	Hrs. Per Week Each					
X	\$36.70	Rate Per Hour (Hourly Rate, Benefits, Dept. Overhead, S/S, Taxes, Health Ins.)					
X	52 # Weeks	=	\$	\$ 254,199	\$	\$	\$ 254,199
3.)	2	# of Officers Sfts (FTE or Seasonal)	SMB	AGENCY	AGENCY	TOTAL	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
X	40	Hrs. Per Week Each					
X	\$45.90	Rate Per Hour (Hourly Rate, Benefits, Dept. Overhead, S/S, Taxes, Health Ins.)					
X	52 # Weeks	=	\$	\$ 190,944	\$	\$	\$ 190,944
Page 5 Subtotal			\$ 472,117	\$ 583,714	\$	\$	\$ 1,055,831

00/01 LE BUDGET

C. MARINE PATROL			SMB	AGENCY	AGENCY	TOTAL	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
4.)		# of Officers					
		(FTE or Seasonal)					
X		Hrs. Per Week Each					
X	\$	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	# Weeks	=	\$	\$	\$	\$	\$
5.)	Overtime		SMB	AGENCY	AGENCY	TOTAL	TOTAL
	(Specify # Hrs. F/T and P/T)		Share	Cash	In-Kind	Agency Share	Program
	Dep @ 50.71	1200 hr	3000	60,852			
	Sgt @ 64.51	400 hr	3187	25,804			
	MARINE SPEC 38.38	150 hr	3000	5,757			
	Subtotal O/T		\$ 9187	\$ 92,413	\$	\$	\$ 101,601
			SMB	AGENCY	AGENCY	TOTAL	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
D. MARINE SPECIALIST							
1		# of Persons					
		(FTE or Seasonal)					
X 40		Hrs. Per:					
X	\$ 28.48	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X 52	# Weeks	=	\$	\$ 59,238	\$	\$	\$ 59,238
	Pg. 6 Subtotal		\$ 9187	\$ 151,651	\$	\$	\$ 160,839

00/01 LE BUDGET

E. SUPERVISION / CAPT			SMB Share	AGENCY Cash	AGENCY In-Kind	TOTAL Agency Share	TOTAL Program
		# of Persons					
		(FTE or Seasonal)					
X	40	Hrs. Per:					
X	\$ 60.89	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	52	# Weeks =	\$	\$ 126,651	\$	\$	\$ 126,651
F. OTHER (Specify)			SMB Share	AGENCY Cash	AGENCY In-Kind	TOTAL Agency Share	TOTAL Program
(Office space, phones, etc.)							
OFFICE SPACE				99,210			
TELEPHONES				8,000			
PROFESSIONAL SERVICES				1,150			
PRINTING				100			
BUI			\$	\$	\$	\$	\$ 108,460
ENFORCEMENT (%)			SMB Share	AGENCY Cash	AGENCY In-Kind	TOTAL Agency Share	TOTAL Program
(In addition to III.C Marine Patrol)							
		# of Officers					
		(FTE or Seasonal)					
X		Hrs. Per Week Each					
X	\$	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X		# Weeks =	\$	\$	\$	\$	\$
		Page 7 Subtotal	\$	\$ 235,111	\$	\$	\$ 235,111
		Page 6 Subtotal	\$ 9187	\$ 151,651	\$	\$	\$ 151,651
		Page 5 Subtotal	\$ 472,117	\$ 583,714	\$	\$	\$ 1,055,831
TOTAL PERSONNEL SERVICES			\$ 481,304	\$ 970,476	\$	\$	\$ 1,451,780

00/01 LE BUDGET

IV. SERVICES AND SUPPLIES			SMB	AGENCY	AGENCY	TOTAL	TOTAL
			Share	Cash	In-Kind	Agency Share	Program
A. Fuel	28,200 Gallons X 1.10 Per Gal.			31,020			31,020
(Fleet Service, Boats, Vehicles.)							
B. Vehicle	Cost per mile						
	(Other) MOTOR POOL			18,725			18,725
C. Other Expendable Supplies							
	(Oil, Grease, etc.)			19,609			19,609
D. Training	(Please List)						
E. Insurance (company name)							
Self Insured? Yes No (indicate)							
F. Maintenance (max.\$500 per boat seasonal prog./\$750 year round prog.)				8,250			8,250
G. Other	(Moorage, Storage, Office, Phone, Uniforms, equipment, ect. / please itemize)						
H. Instructor Support Line Item			1,200				
(no match required)							
I. Dispatch Services							
Subtotal S & S			\$	\$	\$	\$	\$
Subtotal Marine Equipment			\$ 1,200	\$	\$	\$	\$ 1,200
Total Services & Supplies			\$ 1,200	\$ 77,604	\$	\$	\$ 78,804

00/01 LE BUDGET

V. CAPITAL OUTLAY/PLANNED REPLACEMENTS								
(Note: C/O is equipment in excess of \$ 500.00 each.)								
				SMB	AGENCY	AGENCY	TOTAL	TOTAL
Item		Qty.	Unit Cost	Share	Cash	In-Kind	Agency Share	Program
EMERGENCY NEEDS					5000			5000

CONTRACT
CASH

NOT IN KIND

OR, STATE PARKS
COLUMBIA

VIII. ADDITIONAL AGENCY COMMENTS: This shows im over \$34,761. I can't
find where. Personnel costs are higher & will go up more July 1.
our budget is bare-bones for supplies & equipment - uniforms
office supplies etc.

SUBMITTED BY: Capt Terry Jones
(Sheriff, Agency Head or Designate and title)

DATE: 05/17/01

XI. Marine Board Comments: _____

Signed: ~~Capt Terry Jones~~

Date: ~~05/17/01~~

EXHIBIT "B"
ASSURANCES - NON-CONSTRUCTION PROGRAMS
MARINE SAFETY AND LAW ENFORCEMENT SERVICES

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance or personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one on the 19 statues or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900 Subpart F).
6. Will comply with all Federal statues relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523- and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) As amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific states(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable

treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11968; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)

12. Will comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)

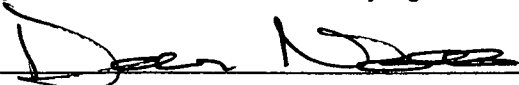
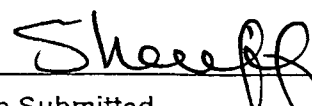
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be preformed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Authorized Certifying Official 	Title 
Applicant Organization Mee Huonah Co S.C	Date Submitted 6/14/01

MEETING DATE: JUL 19 2001
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Portland Police and TriMet

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Next available
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff's Office DIVISION: Enforcement
CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503/350

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Reimbursement for providing MCSO deputy to work in TriMet Transit Police.

07/25/01 originals to DAVID BRAAKSMA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277

01 JUL - 6 PM 3:57
MILWAUKEE COUNTY
CLERK OF COURTS
CLERK OF COURTS



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: July 5, 2001
Requested Placement Date: July 19, 2001

- I. Recommendation/Action Requested:**
Approve Intergovernmental Agreement between Tri-Met, Multnomah County and the City of Portland
- II. Background Analysis**
The County will provide 2 deputy sheriffs to Tri-Met Transit Police Division. The Tri-met Transit Police Division is operated and administered by the Portland Police Bureau under a separate contract between Tri-Met and Portland. Tri-Met will compensate the County for the services of the deputy sheriffs assigned to the Transit Police Division.
- III. Financial Impact**
The County will receive \$159,974, the cost of salary and benefits of the 2 deputy sheriffs.
- IV. Legal Issues**
None
- V. Controversial Issues**
None
- VI. Link to Current County Policies**
Good Government
- VII. Citizen Participation**
Unknown
- VIII. Other Government Participation**
Tri-Met

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0210029
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-2 DATE 07-19-01 DEB BOGSTAD, BOARD CLERK

Department: Sheriff Division: Enforcement Date: 06-06-01
 Originator: Chief Deputy Van Dyke Phone: 988-4038 Bldg/Rm: 503/350
 Contact: David Braaksma Phone: 988-4415 Bldg/Rm: 503/350
 Description of Contract: Reimbursement for providing deputy for TriMet Transit Police
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): 0010966
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR _____
 #/DATE: _____ DATE: _____ # _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor TriMet	Remittance address _____
Address 4012 SE 17 th Avenue	(If different) _____
Portland, OR 97202	
Attn: Captain Cliff Jensen	
Phone 962-5835 (jensenc@trimet.org)	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date 07--01-01	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date 06-30-03	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ 159,974	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$ _____	
Total Amount of Agreement \$ 159,974	

REQUIRED SIGNATURES:

Department Manager Peter C. Van Dyke
 Purchasing Manager [Signature]
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair [Signature]
 Sheriff [Signature]

DATE 6-18-01
 DATE _____
 DATE 6/21/01
 DATE 7-19-01
 DATE 6/19/01
 DATE _____

Contract Administration
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

CC: 601645
 G/L: 50200

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and Multnomah County (County) AND City of Portland (City), pursuant to authority granted in ORS Chapter 190.

The purpose of this agreement is for County to provide 2 deputy sheriffs (2.0 FTE) to Tri-Met Transit Police Division, which is operated and administered by the Portland Police Bureau under a separate contract between Tri-Met and Portland. Tri-Met will compensate the County for the services of the deputy sheriffs assigned to the Transit Police Division.

The parties agree as follows:

1. TERM. The term of this agreement is from July 1, 2001 to June 30, 2002. This agreement may be renewed for an additional term(s) up to four (4) years upon agreement of all parties.
2. RESPONSIBILITIES OF PARTIES. See attached Exhibit 1.
3. TERMINATION. This agreement may be terminated as follows:
 - a. Any party may terminate this agreement for its convenience and without penalty upon thirty (30) days written notice of its intention to terminate.
 - b. If Tri-Met is unable to appropriate sufficient funds to pay County for its services under this agreement, Tri-Met must notify County and City, and the agreement terminates as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend and indemnify any other jurisdictions.
4. INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Tri-Met and City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 Tri-Met shall indemnify, defend and hold harmless County and City from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County and Tri-Met from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

5. **INSURANCE.** Each party shall be responsible for providing worker's compensation insurance as required by law. No party shall be required to provide or show proof of any other insurance coverage.
6. **ADHERENCE TO LAW.** Each party must comply with all federal, state and local laws and ordinances applicable to this agreement.
7. **ACCESS TO RECORDS.** Each party must have access to the books, documents and other records of the other parties related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
8. **SUBCONTRACTS AND ASSIGNMENT.** No party shall subcontract or assign any part of this agreement without the written consent of the other parties.
9. **ENTIRE AGREEMENT.** This Agreement and Exhibits 1 and 2 constitute the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. **ATTORNEY FEES.** In the event a lawsuit is filed to obtain performance of any kind under this agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs and disbursements, including attorney fees, costs and disbursements on appeal.
11. **SEVERABILITY.** The parties agree that if any term of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. **NOTICES.** The parties must send any notices, bills, invoices, reports, or other written communications required by this agreement through the United States mail, first class postage paid, or personally delivered to the addresses below:

COUNTY
Multnomah County Sheriff
501 SE Hawthorne Blvd.
Portland, OR 97214
Attn: Accts Payable

TRI-MET
Administrative Department
4012 SE 17th
Portland, OR 97202
Attn: Transit Police

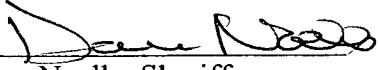
CITY
Bureau of Police
1111 SW 2nd Ave
Portland, OR 97204
Attn: Chief Prunk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

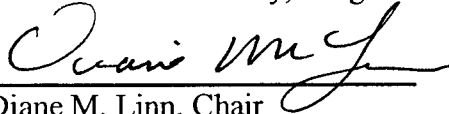
MULTNOMAH COUNTY

TRI-MET

CITY

By:  By: _____ By: _____
 Dan Noelle, Sheriff Title: _____ Title: _____
 Date: 6/19/01 Date: _____ Date: _____

Board of County Commissioners
 for Multnomah County, Oregon


 Diane M. Linn, Chair

Date: 7.19.01

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-2 DATE 07.19.01
 DEB BOGSTAD, BOARD CLERK

Approved as to form:

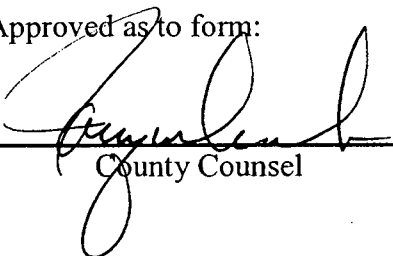
 _____
 County Counsel Tri-Met Legal Counsel City Attorney

EXHIBIT 1

1. Service Level

For the initial term of this contract, the County will provide 2 (two) Sheriff's Deputy Full time employees (FTE) for assignment to the Transit Police Division (hereafter Division). On an annual basis, the parties will agree upon the level of police service including personnel, equipment, and related support, to be provided to the Division. County personnel assigned to the Division will remain employees of the County and will not be considered employees or agents of Tri-Met or Portland. For purposes of this agreement, officers assigned to the Division will be referred to as assigned to the Tri-Met Transit Police Division.

2. Operations

- a. Deployment: The parties recognize that they have legitimate interests in the management and deployment of deputies assigned to the Division. The parties will work together to insure that the allocation and deployment of police personnel assigned to the Division is effective and efficient. Deployment of deputies assigned to the Division shall be consistent with Tri-Met's System Security Plan.
- b. Specialty Assignment: The parties recognize the value of police specialty assignments and training. Tri-Met reserves the right, however, to limit the number of officers assigned to the Division who hold specialty status and require specialized training.
- c. Daily Operation: The Division's sergeants and command personnel will provide supervision of County deputies for the daily operation of the Division.
- d. General Orders, Standard Operating Procedures and Testing: All deputies assigned to the Division will remain subject to the General Orders and training requirements of County. Additionally, all officers assigned to the Division will abide by the Division's Standard Operating Procedures.
- e. Selection and Assignment: The command personnel of County, Tri-Met, and Portland will jointly select and assign deputies to the Division. The relevant command personnel will make every effort to select the most qualified available officer making application for assignment to the Division.
- f. Agency Cooperation and Coordination:
 - (1) The parties will work closely and continuously communicate with each other to insure that the resources, strategies, work force deployment, and initiatives of Tri-Met, Portland and County are coordinated and effective.
 - (2) The Tri-Met Security Director (or designee) will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and

initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.

- (3) County agrees to work cooperatively in an effort to increase reporting of Tri-Met related incidents. County agrees to provide to the Division Tri-Met coded reports, data, and records. The Tri-Met agrees to make available to County, through the Division, particular data reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

g. Officer Seniority

Determination of officer seniority for purposes of making shift, vacation, holiday and overtime assignments shall be according to the Memorandum of Agreement between Multnomah County, the Multnomah County Deputy Sheriff's Association, the Tri-Met Transit Police Division and Tri-Met attached hereto as Exhibit 2.

3. Reimbursement of Costs

- a. Costs: County must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers and personnel serving in the Tri-Met Transit Police Division. County must bill Portland quarterly for the salaries, overtime, insurance, retirement, other benefits, and Indirect (8.91% County overhead) charges incurred by the County to provide personnel. Billings will be sent via interoffice mail to PPB Fiscal Dept. 119/1406. Portland agrees to compensate County within 30 days after receiving the bill.
- b. Amount: Before January 1st of each year of this agreement, County must submit to Tri-Met a proposed annual budget for services under this contract for next fiscal year (July 1st through the following June 30). The parties will then agree on the compensation to be paid by Tri-Met for services to County under this agreement. If the parties cannot agree on such compensation by April 1st of each year of this agreement or at any time during the term of this agreement, any party may elect to terminate this agreement for its convenience and without penalty in accordance with the Termination provision in this agreement.

----- EXHIBIT 2 -----

MEMORANDUM OF AGREEMENT
BETWEEN MULTNOMAH COUNTY, OREGON
AND THE TRI-MET TRANSIT POLICE DIVISION

The parties to this agreement are Multnomah County, Oregon, the Multnomah County Deputy Sheriff's Association (Association), Tri-Met Transit Police Division, and Tri-Met (Tri-Met).

It is the intent of this agreement: (1) to recognize that Tri-Met is staffed by police officers from many jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future County officers assigned to Tri-Met will use their County date of hire seniority as the means to select shifts, days off, vacations and overtime.

2. Current and future county officers assigned to Tri-Met will abide by the following:

23.1 Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position s/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.

23.2 Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.

23.3 In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 45 days provided it does not involuntarily bump another officer to do so.

23.4 In the case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request. The Division may voluntarily accommodate the shift and/or day off preferences of the transferring officer before 30 days provided it does not involuntarily bump another officer to do so.

23.5 An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

23.6 **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

23.7 **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

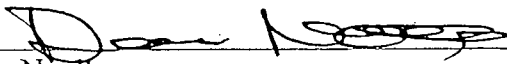
23.7.1 Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

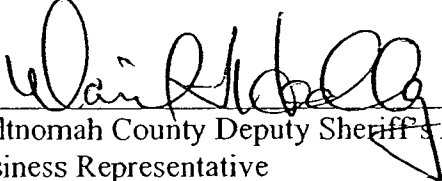
23.7.2 For the purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

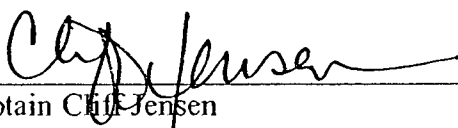
23.8 **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to employees in the Division. Provided, however, that no officer may utilize seniority to work such a shift on more than one occasion per pay period.

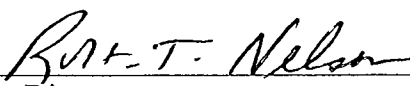
45.1 An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

IT IS AGREED:

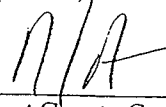

Dan Noelle
Multnomah County Sheriff


Wain H. Kelly PRES, MCD SA
Multnomah County Deputy Sheriff's Association
Business Representative

 2-24-00
Captain Cliff Jensen
Tri-Met Police Division


Burt T. Nelson
Tri-Met, Director

Reviewed:
Thomas Sponsler, Counsel for Multnomah
County

By: 
Assistant County Counsel Date

APPROVED AS TO FORM


CITY ATTORNEY

MEETING DATE: JUL 19 2001
AGENDA NO: C-3
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Expenditure IGA with Portland Police for adult fingerprinting service

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Next available
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff's Office DIVISION: Corrections

CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503/350

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of IGA to pay Portland Police for providing adult fingerprinting services.

07/25/01 ORIGINALS to DAVID BRAAKSMA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature] 6/19/01
(OR)
DEPARTMENT
MANAGER: [Signature] 6/14/01

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277

BOARD OF
COUNTY COMMISSIONERS
01 JUL - 6 PM 3:57
MULTI-COUNTY
OREGON



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners

From: Barbara Simon

Today's Date: July 5, 2001

Requested Placement Date: July 19, 2001

I. Recommendation/Action Requested:

Approve IGA between the Multnomah County Sheriff's Office and the City of Portland Police Bureau for adult fingerprinting services.

II. Background Analysis

The Portland Police have the facilities, expertise and the equipment to process crime scene evidence, latent fingerprints and the fingerprinting and identification of individuals, printing photographic film and audio/video enhancement.

III. Financial Impact

MCSO will pay PPB \$196,013, the cost of salary and fringe benefits of 2.7 FTE Identification Technicians for fiscal year 2001-2002. PPB may adjust the cost for the 2.7 FTE on an annual basis notifying MCSO of any adjustments in writing no later than April 30. Adjustments must be approved by the MCSO.

IV. Legal Issues

None. The IGA has been reviewed by the County Attorney.

V. Controversial Issues

None

VI. Link to Current County Policies

Good Government

VII. Citizen Participation

Unknown

VIII. Other Government Participation

City of Portland

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

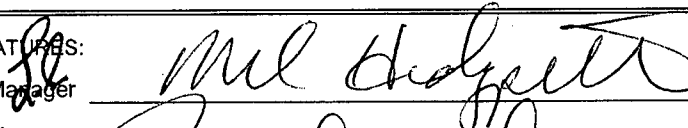
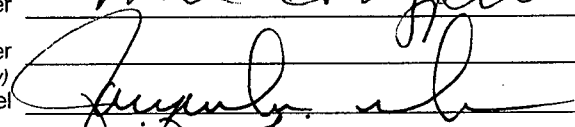
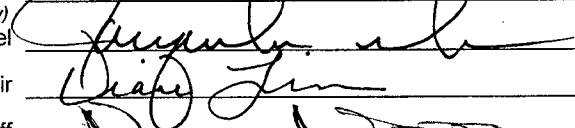
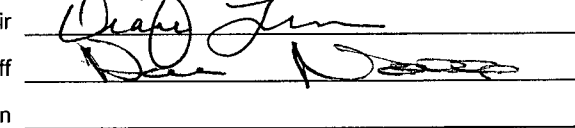
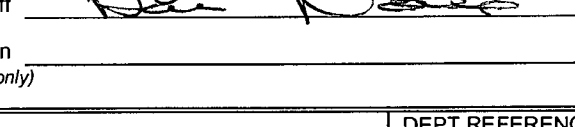
Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 4600002204
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-3 DATE 07-19-01 DEB BOGSTAD, BOARD CLERK

Department: Sheriff Division: Facilities Date: 06/12/01
 Originator: Captain Rai Adgers Phone: 988.5943 Bldg/Rm: 119/307
 Contact: Dave Braaksma Phone: 988.4415 Bldg/Rm: 503/350
 Description of Contract: IGA with Portland Police. Reimbursement to City for providing adult fingerprinting services
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): 4600001561, 4600001662, 800198, 801007, 800644, 800693,
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #/DATE: _____ EXEMPTION EXPIRATION DATE: _____ ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor City of Portland, Accounting Division	Remittance address _____
Address 1120 SE Fifth Avenue, Room 1250	(If different) _____
Portland, OR 97230	
ATTN: Captain Mike Garvey	
Phone 503.823.4345	Payment Schedule / Terms
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date 07/01/01	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date 06/30/02	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ 196,013	
Total Amt of Previous Amendments \$ _____	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ 196,013	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager 
 Purchasing Manager 
 County Counsel 
 County Chair 
 Sheriff 

DATE 6/14/01
 DATE
 DATE 6/21/01
 DATE 07/19/01
 DATE 6/19/01
 DATE

Contract Administration
 (Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

CC: 601400

G/L: 60170

INTERGOVERNMENTAL AGREEMENT

This agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and behalf of Multnomah County, and the City of Portland (City).

1. GENERAL SCOPE

- A. The City of Portland Police Bureau (hereinafter referred to as PPB) maintains within the Justice Center an Identification Division which has the facilities, expertise, and equipment to process crime scene evidence, latent fingerprints, and the fingerprinting and identification of individuals, printing photographic film, and audio/video enhancement.
- B. PPB personnel within the Identification Division have a national reputation of expertise in identification, fingerprinting, and Automatic Fingerprint Identification Systems (AFIS) through the Western Identification Network.
- C. The MCSO maintains within Multnomah County Detention Center a Reception Unit where fingerprints and photographs are taken when arrested individuals are detained and/or booked for criminal activity.
- D. A cooperative effort between MCSO and the PPB in the area of imaging and printing photographic film, and AFIS, fosters coordination and cooperation.
- E. Therefore, MCSO and PPB agree to the following:
 - 1 The PPB and MCSO mutually agree to maintain an effective identification process for the purposes of fingerprinting and the identification of arrested persons, identifying crime scene latents, and the sharing of information.
 - 2 The PPB shall maintain the facilities and equipment necessary for the lab processing of latent prints, latent identification, AFIS and printing 35mm photographic film.
 - 3 The PPB shall assign one Identification Technician to the Reception Unit each working shift. The Identification Technician shall operate within the Reception Unit on a seven day a week, 24 hour per day basis. The Reception Unit will be staffed on a continual basis, allowing for breaks in coverage due to lunch periods, shift changes, etc. As a result of MCSO assuming the photographing function within the Reception Unit, the MCSO shall reimburse City for wages and fringe benefits of 2.7 FTE Identification Technicians.

- 4 MCSO and PPB agree to jointly develop plans for the implementation of new identification technologies in the future, as new technologies become available and established for use in criminal identification.
- 5 In instances where MCSO staff operate LIVESCAN equipment for capturing fingerprints, MCSO agrees to coordinate training and quality control procedures with PPB in order to ensure LIVESCAN captured prints are of the highest quality possible.
- 6 The PPB will provide verification of MCSO's latent print identification.
- 7 The PPB shall have administrative authority for the establishment of standards of performance of Identification Technicians, the Criminalist Training Program, standards for processing fingerprints, and other matters that are directly related to the technical aspect of the identification process.
- 8 The MCSO shall have the administrative authority for directing the identification process of fingerprinting and photographing persons brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the MCSO and the booking process is the responsibility of the Sheriff.
- 9 The MCSO shall provide an adequate and safe work environment for the PPB Identification Technician for the performance of the agreed upon tasks pertaining to fingerprint identification and processing.
- 10 The MCSO shall provide an adequate and safe work environment for the City for the performance of the identification processing, fingerprint classifying, and telephonic communications.

2 COMPENSATION

- A. The City shall bill MCSO for the cost of salary and fringe benefits of 2.7 FTE Identification Technicians. Billings will be submitted quarterly to MCSO by September 30, December 31, March 31, and June 30 of each year. If MCSO is called upon by PPB for services, the PPB will credit MCSO the hourly wage with fringe benefits of the MCSO employee classification called upon.
- B. For fiscal year 2001-2002, the cost of salary and fringe benefits of 2.7 FTE Identification Technicians shall be \$196,013. PPB may adjust the cost for the 2.7 FTE on an annual basis notifying MCSO of such adjustments in writing no later than April 30. Adjustments must be approved by MCSO. Approved adjustments will become effective on the following July 1.

- C. The paying party shall send payment within thirty (30) days after receipt of each billing.

3. INMATE MANAGEMENT CARDS

MCSO will ensure that Inmate Management Cards have all descriptors completed. All available resources such as PPDS, SWIS and CCH will be utilized to determine identity prior to fingerprint processing by the Identification Technicians.

4. HOLD HARMLESS

- A. To the extent permitted by the Oregon Tort Claims Act, the City agrees to indemnify, defend, and hold harmless the County from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the City and its officers, employees, and agents in performance of this intergovernmental agreement. To the extent permitted by the Oregon Tort Claims Act, the County agrees to indemnify, defend, and hold harmless the City from any and all claims, demands, suits, and actions (including attorney fees and costs) resulting from or arising out of the acts of the County and its officers, employees, and agents in performance of this intergovernmental agreement.
- B. All City Identification personnel assigned to work in the Reception Unit shall remain employees of PPB. No police employee shall have any County pension or other status rights under the provision of County employment.

5. TERM

This agreement shall be effective July 1, 2001, and shall remain in effect unless earlier terminated in accordance with Section 7 of this agreement or modified as provided in Section 10.

6. COMPLIANCE WITH LAWS

In connections with its activities under this agreement, the PPB and MCSO shall comply with all applicable federal, state, and local laws and regulations.

7. TERMINATION

- A. This agreement may be terminated upon sixty (60) days mutual written consent of the parties or upon ninety (90) days written notice by one party.

- B. Termination under any provision of this paragraph shall not affect any rights, obligations, or liability of either party which accrued prior such termination.

8. OREGON LAW AND FORUM

- A. This agreement shall be construed according to the laws of the State of Oregon.
- B. Any litigation between MCSO an PPB arising under this agreement or out of work performed under this agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the district of Oregon located in Portland, Oregon.

9. ASSIGNMENT

MCSO shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of PPB.

10. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

11. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

12. NOTICES

All notices pursuant to the term of this agreement shall be addressed as follows:

Notice to Portland:

Mark A. Kroeker
Chief of Police
Bureau of Portland Police

Notice to MCSO:

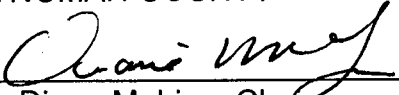
Dan Noelle, Sheriff
Multnomah County Sheriff's Office

- 13. In the event of a dispute between the parties as to the extent and nature of the duties and function of personnel assigned to the Identification Division, the

resolution shall be made by the Chief of Police of Portland and the Sheriff or their delegated representative.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the last date written below.

MULTNOMAH COUNTY

By: 
Diane M. Linn, Chair

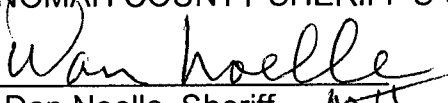
Date: 7.19.01

CITY OF PORTLAND

By: _____
Vera Katz, Mayor

Date: _____

MULTNOMAH COUNTY SHERIFF'S OFFICE

By: 
Dan Noelle, Sheriff

Date: 6/14/01

REVIEWED:

Tom Sponsler, County Counsel
Multnomah County, Oregon

By: 
Assistant Counsel

Date: 6/24/01

APPROVED AS TO FORM:

By: _____
Portland City Attorney

Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 07.19.01
DEB BOGSTAD, BOARD CLERK

MEETING DATE: July 19, 2001
AGENDA NO: C-4
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO CONTRACT WITH DELOITTE CONSULTING FOR THE IMPLEMENTATION OF THE PLANT MAINTENANCE AND FIXED ASSET MODULES OF SAP AND OTHER IMPLEMENTATION CONSULTING

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: July 19, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/CPCA

CONTACT: Franna Hathaway TELEPHONE #: 988-5111 X22651
BLDG/ROOM #: 503/4th floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST TO CONTRACT WITH DELOITTE CONSULTING FOR THE IMPLEMENTATION OF THE PLANT MAINTENANCE AND FIXED ASSET MODULES OF SAP AND OTHER IMPLEMENTATION CONSULTING

07/25/01 copies to Catherine Kwong

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: David Boyer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 3:57



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS


DIANE LINN, CHAIR
MARIA ROJO DE STEFFEY, DISTRICT #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF SUPPORT SERVICES

MULTNOMAH BUILDING
501 SE HAWTHORNE BLVD. 4TH FLOOR
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 988-3312
FAX (503) 988-3292

MEMORANDUM

TO: Franna Hathaway, Purchasing Manager

FROM: Dave Boyer, Finance Director 

DATE: June 26, 2001

RE: Exemption Request: MERLIN Implementation Contract

Request for Exemption: The Department of Support Services, Finance Division is requesting an exemption to the formal bid process to use Deloitte Consulting for the implementation of the Plant Maintenance and Fixed Asset modules of SAP and other implementation consulting that is required on an as needed basis.

Basis of Exemption: Deloitte Consulting was chosen as the SAP implementation partner on RFP P209-99-5268. The plant maintenance and fixed asset modules were included in the RFP but the County determined that we would not have the personnel resources to implement these modules in phase one of the implementation. Deloitte has the experience and knowledge of the County to provide a quality implementation at a cost effective price. The plant maintenance was implemented in the fall and winter of 2000/2001 and the fixed asset module is scheduled to be implemented in the fall of 2001. Because of timing and workloads of General Ledger staff it is necessary to begin the fixed asset implementation in August 2001. There are also occasions that we need minor consulting work to modify configurations in the MERLIN system that will enhance productivity. The Board of County Commissioners has approved the funding, from interest earnings in the Capital Projects Fund, for the plant maintenance module at \$850,000 and the fixed asset module at \$450,000. I am also requesting an exemption of \$50,000 for on call services. The \$50,000 would be funded from the residue in the Capital Project Fund that was dedicated to the initial MERLIN budget. This exemption would be through June 30, 2002.

Thank you for your consideration of this request. If you have any questions, please call me at 83903.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. _____

Exempting from the Formal Competitive Bid Process the Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and Other Implementation Consulting that is Required on an As Needed Basis Through June 30, 2002

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140, a request from the Department of Support Services for exemption from the formal competitive bid process to contract with Deloitte Consulting for the implementation of the Plant Maintenance and Fixed Asset Modules of SAP and other implementation consulting.
- 1a. As it appears in the memorandum from Dave Boyer, the request for exemption is based upon the fact that Deloitte Consulting was chosen as the SAP implementation partner in a Request for Proposals process. The plant maintenance and fixed asset modules were included in the RFP but the County determined that we would not have the personnel resources to implement these modules in phase one of the implementation. It is necessary to begin the fixed asset implementation in August 2001. There is also occasions that minor consulting work is needed to modify configurations in the MERLIN system that will enhance productivity. The total exemption amount is \$1,350,000.
- b. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140.

The Multnomah County Board of Commissioners, acting as the Public Contract Review Board Orders:

The Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and other implementation consulting be exempted from the formal competitive bid process until June 30, 2002.

ADOPTED this day of July, 2001.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

Diane Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____

John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. 01-095

Exempting from the Formal Competitive Bid Process the Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and Other Implementation Consulting that is Required on an As Needed Basis Through June 30, 2002

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules 10.140, a request from the Department of Support Services for exemption from the formal competitive bid process to contract with Deloitte Consulting for the implementation of the Plant Maintenance and Fixed Asset Modules of SAP and other implementation consulting.
- b. As it appears in the memorandum from Dave Boyer, the request for exemption is based upon the fact that Deloitte Consulting was chosen as the SAP implementation partner in a Request for Proposals process. The plant maintenance and fixed asset modules were included in the RFP but the County determined that we would not have the personnel resources to implement these modules in phase one of the implementation. It is necessary to begin the fixed asset implementation in August 2001. There is also occasions that minor consulting work is needed to modify configurations in the MERLIN system that will enhance productivity. The total exemption amount is \$1,350,000.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules 10.140.

The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:

The Contract with Deloitte Consulting for the Implementation of the Plant Maintenance and Fixed Asset Modules of SAP and other implementation consulting be exempted from the formal competitive bid process until June 30, 2002.

ADOPTED this 19th day of July, 2001.



REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

Diane Linn, Chair

By

John Thomas, Assistant County Attorney

MEETING DATE: July 19, 2001
AGENDA NO: C-5
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment Number 3 to the IGA with Oregon Mental Health and Developmental Disabilities Division to increase funding by \$7,000,000 to ensure that services continue through September 30, 2001.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: Community and Family Services DIVISION: Behavioral Health

CONTACT: Lorenzo Poe/Jim Gaynor TELEPHONE #: (503) 988-3691, ext. 83339
BLDG/ROOM #: 166/5

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment Number 3 To Revenue Agreement With Oregon Mental Health And Developmental Disabilities Division.

07/19/01 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 4:30



Department of Community and Family Services

MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: July 17, 2001

SUBJECT: Revenue Agreement Amendment #3 for Child and Adult Mental Health
Capitation Services

- I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of revenue agreement amendment #3 upon execution through September 30, 2001.
- II. **Background/Analysis:** The Department of Community and Family Services is amending its contract to the Oregon Health Plan (OHP) Mental Health Organization (MHO), to increase the consideration amount to ensure funding for services provided through September 30, 2001.
- III. **Financial Impact:** This revenue agreement increases by \$7,000,000. Total Agreement is up to \$31,929,410.00.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This amendment continues to support the County benchmark to increase access to mental health services.
- VII. **Citizen Participation:** N/A
- VIII. **Other Governmental Participation:** None



Department of Community and Family Services

MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: July 10, 2001

SUBJECT: Revenue Agreement Amendment #3 for Child and Adult Mental Health
Capitation Services

- I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of revenue agreement amendment #3 upon execution through September 30, 2001.
- II. **Background/Analysis:** The Department of Community and Family Services is amending its contract to the Oregon Health Plan (OHP) Mental Health Organization (MHO), to increase the consideration amount to ensure funding for services provided through September 30, 2001.
- III. **Financial Impact:** This revenue agreement increases by \$7,000,000. Total Agreement is up to \$30,067,001.00.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This amendment continues to support the County benchmark to increase access to mental health services.
- VII. **Citizen Participation:** N/A
- VIII. **Other Governmental Participation:** None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0010200

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 3

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # _____ DATE _____</p> <p align="right">DEB BOGSTAD, BOARD CLERK</p>

Department: Community and Family Services Division: Behavioral Health Date: July 10, 2001

Originator: Alicia Boris Phone: 29807 Bldg/Rm: 166/5

Contact: Sydney Bizzell/Lynn Ervins Phone: 22701/26644 Bldg/Rm: 166/7

Description of Contract **This amendment increases funding to ensure that services continue through September 30, 2001.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID: <u>N/A REV</u>	RFP/BID DATE:
EXEMPTION: <u>N/A</u>	EXEMPTION EXPIRATION: <u>ORS/AR</u>
#/DATE:	DATE: #
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor Oregon Mental Health and Developmental Disability Services Division	
Address <u>2575 Bittern Street, N.E.</u> <u>Salem, OR 97310-0520</u>	Remittance Address _____ (If different)
Phone <u>(503) 945-9499</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-0576060</u>	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date <u>Upon Execution</u>	<input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u> <input type="checkbox"/> Net 30
Termination Date <u>September 30, 2001</u>	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ <u>22,687,001.00</u>	Requirements \$ _____
Total Amt of Previous Amendments \$ <u>380,000.00 (estimated)</u>	
Amount of Amendment \$ <u>7,000,000.00</u>	
Total Amount of Agreement \$ <u>30,067,001.00</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager Lorenzo Poems DATE 7/10/01

Purchasing Manager _____ DATE _____

County Counsel Katie Gault DATE 7/10/01

County Chair _____ DATE _____

Sheriff _____ DATE _____

Contract Administration _____ DATE _____

SAP CUSTOMER CODE 200647 (PREVIOUS DEPT REFERENCE REV124)			
LINE #	G/L	Grant Acct.	Amount
01	26030 Title XIX - Capitation	Keith Mitchell	7,000,000
02			
03			

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0010200

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 3

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-5 DATE 07-19-01 DEB BOGSTAD, BOARD CLERK</p>

Department: Community and Family Services Division: Behavioral Health Date: July 10, 2001
 Originator: Alicia Boris Phone: 29807 Bldg/Rm: 166/5
 Contact: Sydney Bizzell/Lynn Ervins Phone: 22701/26644 Bldg/Rm: 166/7
 Description of Contract: This amendment increases funding by \$7,000,000 to ensure that services continue through September 30, 2001.

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):
RFP/BID: N/A REV	RFP/BID DATE:
EXEMPTION	EXEMPTION EXPIRATION
#/DATE:	DATE:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor: Oregon Mental Health and Developmental Disability Services Division Address: 2575 Bittern Street, N.E. Salem, OR 97310-0520 Phone: (503) 945-9499 Employer ID# or SS#: 93-0576060 Effective Date: Upon Execution Termination Date: September 30, 2001 Original Contract Amount \$: 24,929,410 Total Amt of Previous Amendments \$: (134,888) (estimated*) Amount of Amendment \$: 7,000,000.00 Total Amount of Agreement \$: 31,794,522	Remittance Address: _____ (If different) _____ Payment Schedule / Terms: <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ Per Eligible Client <input type="checkbox"/> Other \$ _____ Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

* This is an estimated figure because the number of eligible members fluctuates.

REQUIRED SIGNATURES

Department Manager	<u>Lorenzo Poremas</u>	DATE	<u>7/18/01</u>
Purchasing Manager	<u>Katie Taylor</u>	DATE	
County Counsel	<u>Chris Wey</u>	DATE	<u>7/19/01</u>
County Chair		DATE	<u>7.19.01</u>
Sheriff		DATE	
Contract Administration		DATE	

SAP CUSTOMER CODE 200647 (PREVIOUS DEPT REFERENCE REV124)			
LINE #	G/L	Grant Acct.	Amount
01	26030 Title XIX - Capitation	Keith Mitchell	7,000,000
02			
03			

MHO Agreement # 75-110

This constitutes Amendment #3 to the 2000-2001 Oregon Health Plan Mental Health Organization Agreement #75-110 between the State of Oregon, acting by and through its Department of Human Services (DHS), Mental Health and Developmental Disability Services Division (MHDDSD) hereinafter referred to as Division and Multnomah County, hereinafter referred to as Contractor.

This Amendment shall become effective on July 1, 2001 or on the date at which every authorized party has signed, whichever is later, and approved by the Oregon Department of Justice, as required. Deletions from the Agreement are shown as crossed out text and additions are shown as underlined.

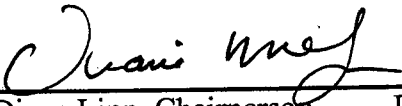
1. **Part I, Section II, Compensation**, first sentence amended to read "Maximum not-to-exceed compensation payable to Contractor under this Agreement is ~~\$24,929,410~~ \$31,929,410. This action adds \$7,000,000 to the original not-to exceed amount
2. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.
3. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws including without limitation state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

If Contractor is not a Corporation, a county, or an intergovernmental entity organized under ORS Chapter 190, or is a professional corporation, then the individual signing this Agreement on behalf of Contractor must certify that Contractor is an Independent Contractor and that the Contractor meets the following standards: (a) that the Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required; (b) that the Contractor has filed federal and state income tax returns in the name of the Contractor's business or a business Schedule C as part of the personal income tax return, for previous year, or expects to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year; (c) that the Contractor will furnish the tools or equipment necessary for the contracted labor or services; (d) that the Contractor has the authority to hire and fire employees who perform the labor or services; and (e) that the Contractor represents to the public that the labor or services are to be provided by it's independently established business as four or more of the following circumstances exist: (i) the labor or services are primarily carried out at a location that is separate from the residence listing; (ii) labor or services are performed only pursuant to written contracts; (iii) labor or services are performed for two or more different persons within a period of one year; (iv) Contractor assumes financial responsibility for defective workmanship or for services not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

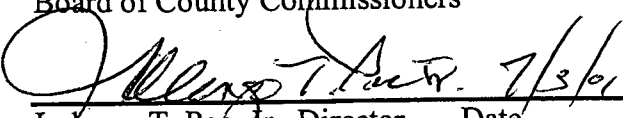
4. Signatures: APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 07-19-01
DEB BOGSTAD, BOARD CLERK

Contractor:
Multnomah County

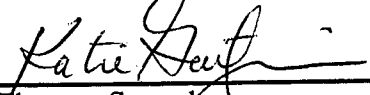
State of Oregon:
**Mental Health and Developmental
Disability Services Division:**

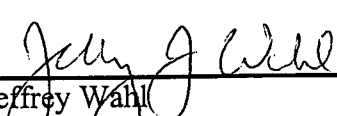
 7.17.01
Diane Linn, Chairperson Date
Board of County Commissioners

Roger A. Cone Date
DHS Contracts Consultant

 7/3/01
Lorenzo T. Poe, Jr., Director Date
Department of Community Services

Approved as to Legal Sufficiency:

 7/10/01
Thomas Sponsler Date
Multnomah County Counsel

 7/2/01
Jeffrey Wahl Date
Assistant Attorney General

MEETING DATE: July 19, 2001
AGENDA NO: C-6
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Portland Community College Portland Employment Program to purchase Vocational services for people with developmental disabilities.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: Community and Family Services **DIVISION:** Developmental Disabilities Services Div.

CONTACT: Rex Surface **TELEPHONE #:** (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Agreement with Portland Community College Portland Employment Program to purchase Vocational services for people with developmental disabilities.

07/19/01 ORIGINALS to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
01 JUL 12 PM 4:41
MULTNOMAH COUNTY
OREGON



Department of Community and Family Services

MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: June 18, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with Portland Community College Portland Employment Program

- I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Intergovernmental Agreement with Portland Community College Portland Employment Program to purchase Vocational services for people with developmental disabilities for the period July 1, 2001 through June 30, 2002.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider of employment services to purchase Vocational services for people with developmental disabilities.
- III. **Financial Impact:** Funds for this contract are in the Department budget. These services are purchased on a requirements basis at a funding level of \$369,879.00. Funding for these services is via State Mental Health Grant.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002334

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 07.19.01 DEB BOGSTAD, BOARD CLERK

Department: Community and Family Services	Division: Developmental Disabilities	Date: June 18, 2001
Originator: Rex Surface	Phone: 26353	Bldg/Rm: 166/4
Contact: Tom Ochinerio	Phone: 29832	Bldg/Rm: 166/7

Description of Contract **Agreement to purchase Vocational services for people with developmental disabilities.**

RENEWAL <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): 4600000562
REP/BID:	REP/BID DATE:
EXEMPTION IGA	EXEMPTION EXPIRATION
#/DATE	DATE
CONTRACTOR IS: <input type="checkbox"/> MBF <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor Portland Community College	
Address Portland Employment Program	
Address 421 SW Sixth Ave., Suite 1401	Remittance Address
Portland, OR 97204	(If different)
Phone 503.248.4033	Payment Schedule / Terms
Employer ID# or SS# 93-0575187	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date July 1, 2001	<input type="checkbox"/> Monthly \$ Invoice <input checked="" type="checkbox"/> Net 30
Termination Date June 30, 2002	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ 0	
Total Amt of Previous Amendments \$ 0	<input checked="" type="checkbox"/> Requirements \$ 369,879
Amount of Amendment \$ 0	
Total Amount of Agreement \$ 0	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Paez</u>	DATE <u>6/20/01</u>
Purchasing Manager <u>Katie Duff</u>	DATE <u>7/15/01</u>
County Counsel <u>Craig</u>	DATE <u>7.17.01</u>
County Chair	DATE
Sheriff	DATE
Contract Administration	DATE

SAP VENDOR CODE 22652						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Portland Community College Portland Employment Program (CONTRACTOR), and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is for County to contract with Portland Community College Portland Employment Program to provide Vocational services to people with developmental disabilities.

The parties agree as follows:

1. TERM The term of this Agreement shall be from July 1, 2001 to June 30, 2002. This Agreement may be renewed N/A.

2. RESPONSIBILITIES OF CONTRACTOR. CONTRACTOR agrees to provide Vocational services to people with developmental disabilities in accordance with County and State requirements for DD54 Vocational/Employment services as specified in Attachment A and as described in Attachment F, DDSD Special Conditions included with and incorporated by reference into this Agreement.

3. RESPONSIBILITIES OF COUNTY. The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$369,879 for Vocational services provided to people with developmental disabilities as outlined below in **12. Additional Terms and Conditions.**

4. TERMINATION This Agreement may be terminated by either party upon 30 days written notice.

5. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this Agreement.

6. INSURANCE Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

8. NON-DISCRIMINATION Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

- 10. SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.
- 11. THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.
- 12. ADDITIONAL TERMS AND CONDITIONS:**
- a. Payment Terms and Reports: All Contracts**
- 1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or 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 by COUNTY of disallowance of CONTRACTOR expenditures.
- 2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar 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.
- 3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th, if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.
- d) 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.

b. Payment Terms and Reports: Case Rate

- 1) COUNTY shall pay amounts due to CONTRACTOR in equal monthly advanced allotments of annual contract amounts adjusted periodically to reflect:
 - a) Increases or decreases in annual contract amounts;
 - b) Amounts of client services contributions, if applicable;
 - c) Under-utilization of contracted capacity;
 - d) Movement of clients either into or out of services.
- 2) CONTRACTOR is required to report to COUNTY within 72 hours any change in the status of any client funded under case rate payments in this Agreement.

c. Services
See Attachment A.

d. DDSD Special Conditions
See Attachment F.

MULTNOMAH COUNTY, OREGON

By *Lorenzo P. Pemas* *6/20/01*
Director, Department of Community and
Family Services Date

By *Diane Linn* *7.19.01*
Diane Linn, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Attorney
for MULTNOMAH COUNTY, OREGON

Katie Dwyer *7/5/01*
Date

**PORTLAND COMMUNITY COLLEGE
PORTLAND EMPLOYMENT PROGRAM**

By _____
Signature Date

Name (Please Print)

Title

Approved As To Form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # *C-6* DATE *07.19.01*
DEB BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

PCC PORTLAND EMPLOYMENT PROG
C/O E RANDY WATSON
421 SW 6TH AVE STE 1401
PORTLAND OR 97204

Information

Contract Number 4600002334
Date 07/01/2001
Vendor No. 22652
Contact/Phone CFS DD Services /

Validity Period: 07/01/2001 - 06/30/2002
Minority Indicator: Not Identified

Estimated Target Value: 369,879.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<i>Previous contract no. 4600000562</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i> H30000014 Employ & Alt Service - Dev Disabled(USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Case Rate</i>	369,878	Dollars	\$ 1.0000
0002	H30000012 Employ & Alt Startup - Dev Disabled(USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Per Invoice/Cost Reimbursement</i>	1	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700

Phone: (503) 988-5111

Fax: (503) 988-3252

ATTACHMENT A

Page 1 of 2

Release Order

Vendor Address

PCC PORTLAND EMPLOYMENT PROG
C/O E RANDY WATSON
421 SW 6TH AVE STE 1401
PORTLAND OR 97204

Information

Release Order	4500015150
Date	07/01/2001
Vendor No.	22652
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i> <i>Previous contract no. 4600000562</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i>				
0001	H30000014 Employ & Alt Service - Dev Disabled(USD) Tracking Number: IGA WBS: DDSD DAY VOC 54 Release order against contract 4600002334 Item 00001 Monthly Allotment/Case Rate	369,878	USD	\$ 1.0000	\$ 369,878.00
0002	H30000012 Employ & Alt Startup - Dev Disabled(USD) Tracking Number: IGA WBS: DDSD SU EMP 57 Release order against contract 4600002334 Item 00002 Per Invoice/Cost Reimbursement	1	USD	\$ 1.0000	\$ 1.00



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700

Page 2 of 2

Phone: (503) 988-5111

Fax: (503) 988-3252

Release Order

Vendor Address

PCC PORTLAND EMPLOYMENT PROG
C/O E RANDY WATSON
421 SW 6TH AVE STE 1401
PORTLAND OR 97204

Information

Release Order	4500015150
Date	07/01/2001
Vendor No.	22652
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
				Total	<div>\$ 369,879.00</div>

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1.1.4	PAYMENT DURING PERIODS OF ABSENCE	
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MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

7.1.3	SPECIAL REPORTING REQUIREMENTS	
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1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES CONTRACTORS
1.1 MULTNOMAH COUNTY REQUIREMENTS
1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR shall utilize the following procedure prior to any prospective service site relocation:

1. Written Notification of proposed change to PDS for approval;
2. ISP team approval;
3. Licensing/certification, if applicable;
4. ISP transfer meeting.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY staff. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

Guidelines for Developmental Disabilities Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what COUNTY staff need to know. A basic guideline for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Service Coordinator and agency-related issues to the Residential or Employment Program Development Specialist. Protective Services guidelines appear in part III (pg. 3 of 7).

Critical incidents should be reported by telephone to the Service Coordinator or back-up Service Coordinator/Family Consultant within one working day. Voice messages should not be left when reporting these incidents. A written report on the agency's own incident report form (including follow-up) should be forwarded to the COUNTY within 5 working days. If necessary, the COUNTY will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Service Coordinator)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care or psychiatric hospitalization;
2. Any major change in medical regimen due to a seizure disorder, mental illness/psychiatric disorder, a chronic affliction or the appearance of new symptoms (minor medication changes are not included);
3. Any referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status. Examples: Unemployment, threat of unemployment, missing beyond notification guidelines in ISP, missing more than 2 days of work, reduction in work performance.
2. Move to another facility within the same provider agency for any period of time.

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3. Jail.
4. Hospitalization and/or Skilled Nursing Facility admission.

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee that is not already approved, including but not limited to physical and chemical restraint.
2. Even if an approved program is in place for an individual, report the following incidents:
 - a. Outbursts or other incidents that affect the safety of the individual, others or property. For high risk behaviors, the ISP team will decide the reporting schedule.
 - b. New maladaptive behavior or any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property
4. Changes in payeeship, conservatorship;
5. Refusal of client or client's guardian or payee to pay room and board or service contribution.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues;
4. Police involvement.

II. Incidents Related to Agencies (report to Residential or Employment Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for any period;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability

III. Protective Services

A. Contractor and contractor's employees and agents shall immediately report to an individual's Service Coordinator if there is reason to believe an individual needs protective services. If the individual's Service Coordinator is unavailable, reporting party shall contact the Back Up Service Coordinator/Family Consultant. Protective services are available to individuals who meet the following criteria:

Individuals who are 18 years of age or older, are provided services by the Multnomah County Developmental Disabilities Services Division, and are abused or threatened with abuse through the individual's or another's action or inaction. Abuse is defined in this section to include, but not be limited to any death caused by other than accidental or natural means, physical abuse including the use of excessive force, neglect, sexual abuse including harassment and exploitation (including any sexual contact between an employee of an agency and the adult served), verbal abuse, or the withholding of an individual's regular meal, personal property and/or financial exploitation, medication or aid to physical functioning.

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B. County Protective Services may include assistance with:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Recommendation for counseling for the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. (Neither staff of CONTRACTOR nor a Service Coordinator has authority to consent to medical procedures on behalf of an individual.)
6. Securing a guardian, civil commitment or other protective placement as needed.
7. Assisting the individual, through referral, to assure his/her receipt of rights and entitlement due the adult at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

1.1.2, III, C, 1 – Prior Written Approval

Notwithstanding CONTRACTOR'S obligation for immediate response to client health and safety concerns (as defined in 1.1.2, III, A), CONTRACTOR shall request and receive written authorization from the Protective Services Unit before conducting any internal investigation. Conduct requiring prior written approval includes, but is not limited to, interviewing/questioning alleged victim, interviewing/questioning alleged perpetrator, interviewing/questioning witnesses of alleged abuse or screening, purging or editing Incident Reports regarding incidents or allegations at issue.

CONTRACTOR will fully cooperate with and give priority to protective service investigations.

1.1.2, III, C, 2 - Monetary Fine Schedule

The DIVISION may fine CONTRACTOR for non compliance with Condition Number 1.1.2, III, C, 1 and/or take additional administrative action after investigation and/or review by DIVISION Protective Services staff. DIVISION Operations and Protective Services Manager may either provide a written notice for the first occurrence of prohibited conduct within a contract cycle (fiscal year) or may levy a \$500.00 fine. Second and subsequent occurrences of prohibited conduct within a contract cycle (fiscal year) will result in DIVISION Operations and Protective Services Manager levying a \$750.00 fine for each occurrence.

1.1.3 DISCRIMINATION ON THE BASIS OF HIV OR PRESUMED HIV STATUS

CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with developmental disabilities 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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served.

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 to whom the information shall be released and the specific purpose for disclosure.

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4. Include an expiration date.

1.1.4 PAYMENT DURING PERIODS OF ABSENCE

CONTRACTOR agrees to inform COUNTY in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon submission and approval of a Vacancy Plan, COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- 3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility (specific site) where he/she is enrolled, back to the date of the vacancy.

Plans must be submitted to the COUNTY Program Development Specialist within 3 working days of the vacancy.

1.1.5 TRANSITION PLANNING

In the event that one or more of CONTRACTOR'S service delivery sites are to be transferred to another provider, CONTRACTOR agrees to participate in the development of and adherence to the DIVISION Transition Plan. DIVISION reserves the right to withhold CONTRACTOR'S final payment of the service delivery site(s) pending implementation of the Transition Plan.

1.1.6 CULTURAL COMPETENCY PLAN

SEE ATTACHMENT G

1.1.7 CONTRACTOR STAFF/CONSUMER RELATIONSHIPS

SEE ATTACHMENT G

1.1.8 VARIANCE REQUESTS

CONTRACTOR will submit all variance requests to the appropriate County Program Development Specialist on the form provided and required by DHS.

2. DD45 NURSING HOME SERVICES

2.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

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2.2 PERFORMANCE REQUIREMENTS

CONTRACTOR will work with the assigned County Developmental Disabilities Services Division Service Coordinator to recruit and maintain a list of the individuals needed to provide the supports.

Upon receipt of a written notification by the COUNTY, CONTRACTOR shall issue a contract for services to the Provider. The authorization will list the name of the individual, service type, maximum dollar amount authorized and the time period for the service provided.

Monthly reports will be issued to the COUNTY that summarize the individual's name, amount authorized, type of service, provider, amount expended, service dates and balance per contract.

2.3 PAYMENT PROCEDURES

Monies for nursing home reform will be disbursed through equal monthly allotments adjusted to actual reported expenditures. Cumulative payments will not exceed total amount for each contract year. Final payment is based on actual expenditures as reported on the final Department of Community and Family Services Monthly Expenditure Report. Payment procedures and policy will follow General Conditions of this contract.

3. DD47 - SEMI-INDEPENDENT LIVING PROGRAMS

3.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Semi-Independent Living Programs (DD47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, aid recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

3.1.2 PERFORMANCE REQUIREMENTS

Providers of Semi-Independent Living Programs (DD47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.

All individuals receiving DD47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

3.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirement.

3.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

Total Department payment for all DD47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD47 Services as specified in the that line of the Financial Assistance Award.

Department will not pay for any units of DD47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

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If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD47 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD47 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award

3.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR shall forward copies of Self-Assessment Checklists and Plans of Improvement for certification by the State Department of Human Services to the Program Development Specialist 120 calendar days prior to expiration of certification.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days. Failure to do so may result in retroactive recovery of service dollars.

COUNTY reserves the right to reassign the service payment if a vacancy is not filled within 60 days. If the needs of the individual referred to a program vacancy cannot be met by that program, CONTRACTOR shall inform the COUNTY Residential Program Development Specialist in writing, stating the specific needs of the individual that cannot be met by that program. This notification should be given within ten days, but not more than 30 days after the receipt of the referral packet.

4. DD49 – SELF-DIRECTED SUPPORT SERVICES

4.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

4.1.1. SERVICE DESCRIPTION

Self-Directed Support Services (DD49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

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4.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD49 Services funded through this Agreement must expend DD49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD57), Start-Up, Part C of the Financial Assistance Award.

D. Project Evaluation: If requested by Department, Providers of DD49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

4.1.3 SPECIAL REPORTING REQUIREMENTS

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

4.1.4 PAYMENT PROCEDURES

A. Basis of Payment: Department payment for DD49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section 11.C. of this Service Description for DD49.
2. Total Department payment for all DD49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD49 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

5.DD50 -RESIDENTIAL FACILITIES

5.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Residential Facilities (DD50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

5.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.
- B. All individuals receiving DD50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.
- E. Providers of DD50 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

5.1.3 SPECIAL REPORTING REQUIREMENTS

A. Definition of Service, Reporting of Absences Termination of Services

1. For purposes of this Agreement, an individual shall be considered to have received DD50 Services only when one of the following conditions is met:
 - a. The individual is residing at the Provider's facility; or

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- b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or
- c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.
2. County must notify Department when an individual enrolled in DD50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.
3. An individual enrolled in CPMS in DD50 Services must be reported in CPMS as terminated from a Provider's DD50 Services when the individual is no longer receiving DD50 Services as defined in section 5.1.3 of this Service Description. The CPMS termination date must be listed as the last day the individual received DD50 Services as defined in section 5.1.3 of this Service Description.
- B. Residential Outcome Measures: Providers of DD50 Services funded through this Agreement must submit report that include data that measure individual and program outcomes, using forms and procedures designated by Department.
- C. Vacancy Reserve Fund: Providers of DD50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.
- D. Direct Care Staff Wages and Turnover. Providers of DD50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

5.1.4 PAYMENT PROCEDURES

- A. Basis of payment: Department payment for DD50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD50 Services delivered (as defined in 5.1.3 above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all DD50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD50 Services as specified in that line of the Financial Assistance Award.
 2. If a unit of DD50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
 3. Department will reduce payment for DD50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
 4. Department will not pay for any units of DD50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
 5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

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6. Department is not obligated to pay for any DD50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate by that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD50 Service capacity that is not utilized, as opposed to the normal DD50 Services payment methodology which provides only for payment for DD50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD50 Service capacity in order to ensure the availability of DD50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD50 Service capacity in service element DD57 (DD Special Projects, Start-Up).

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 RESIDENTIAL PROGRAMS

CONTRACTOR agrees to enter into written financial agreements with all individuals receiving services, their guardians or conservators. This agreement shall include:

Full disclosure of all financial obligations of the individual receiving services to the CONTRACTOR, including offset payments, a general statement of the financial services the CONTRACTOR will provide to the individual receiving services, and a statement of acceptance or rejection of these services by the individual receiving services.

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

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During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment. Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.
5. Vocational staff to be available to assist with day activities and supervision during periods of supervision during periods of unemployment.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. An individual or any member of the ISP team can request a meeting.

5.2.2 REPORTING REQUIREMENTS

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for licensing by State Department of Human Services.

TO: Operations Unit Senior Analyst

DEADLINE: 120 calendar days prior to expiration of State license.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation,
- b. on vacation,
- c. incarcerated,
- d. on convalescent leave in a SNF,
- e. in a psychiatric hospital, or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit

Failure to provide written notification may result in retroactive recovery of assigned service dollars.

5.2.3 PAYMENT PROCEDURES

Payment is based upon a daily rate for each eligible client actually served as documented through CPMS enrollment. Payments will be reduced by the amount of client resources received by the residential program in support of client services provided.

COUNTY will pay for vacancies for people who are eligible to remain CPMS enrolled as follows:

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition 1.1.5), COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
 - 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital;
- and

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3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit. In all cases, the COUNTY approved Vacancy Plan must include the person returning to the residential facility (specific site) from which they became absent.

In exceptional circumstances, CONTRACTOR may submit a DHS Residential Vacancy Payment Exception Request to the COUNTY. This request must be submitted to the COUNTY within three (3) working days of the termination of the COUNTY approved vacancy payment or termination of CPMS enrollment. This method of payment will be used when COUNTY approved CONTRACTOR Vacancy Plan includes holding a slot for an identified person who will be served in the near future or when CONTRACTOR Prudent Reserve Fund has been depleted. Vacancy payments at this level will follow standard Start Up Funding procedures as outlined in Special Contract Condition Number 19.

COUNTY may unilaterally recover funding for vacancies listed above if the person does not return to the residential facility (specific site) where he/she is enrolled.

COUNTY may periodically adjust funding to reflect the actual services delivered (non vacancy days) as reported in CPMS.

6. DD51-SUPPORTED LIVING PROGRAMS

6.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

6.1.1 SERVICE DESCRIPTION

Supported Living Services (DD51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

6.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.

B. All individuals receiving DD51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Providers of DD51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

6.1.3 SPECIAL REPORTING REQUIREMENTS

Direct Care Staff Wages and Turnover. Providers of DD51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

6.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Total Department payment for all DD51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD51 Services as specified in that line of the Financial Assistance Award.
2. Department will reduce payment for DD51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.

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3. Department will not pay for any units of DD51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. Department is not obligated to pay for any DD51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD51 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

6.2 MULTNOMAH COUNTY REQUIREMENTS

6.2.1 SERVICE DESCRIPTION

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

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1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment (minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);
4. Timelines for implementation of the unemployment plan.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. The individual or any member of the ISP team can request a meeting.

Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for certification by State Department of Human Services.

TO: Residential Program Development Specialist

DEADLINE: 120 calendar days prior to expiration of State certificate.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

6.2.2 REPORTING REQUIREMENTS

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition Number 1.1.5), COUNTY will pay:

- up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- up to 90 days for people who are on convalescent leave in a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility where he/she is enrolled.

CONTRACTOR agrees to identify the number of hours of direct service each person will receive per month and enter that information into the Individual Support Plan.

6.2.3 PERFORMANCE REQUIREMENTS

CONTRACTOR agrees to adhere to specific requirements outlined in Attachment A .

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CONTRACTOR agrees to assist individuals in maintaining Medicaid eligibility.

7. DD53 - EMPLOYMENT TRANSPORTATION

7.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

7.1.1 SERVICE DESCRIPTION

Transportation Services (DD53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

7.1.2 PERFORMANCE REQUIREMENTS

All individuals receiving DD53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD54), Residential Facilities (DD50) Services, Supported Living Services (DD51), and/or Non-Relative Foster Homes (DD58) Services.

7.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirements.

7.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial

Assistance Award, as such schedule may be amended from time to time, for DD53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

- 1.Total Department payment for all DD53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD53 Services as specified in the that line of the Financial Assistance Award.
- 2.Department will not pay for any units of DD53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 3.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 4.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD53 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

7.2 MULTNOMAH COUNTY REQUIREMENTS

7.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

7.2.1.1 SERVICES

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to individuals as ordered by COUNTY's Transportation Program Development Technician.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met by noon of the day prior to the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and will provide assistance to all passengers upon entering and leaving Tri-Met vehicles. Tri-Met drivers shall not leave individuals at unattended group homes, residence or work site. In such an event, driver shall transport the individual to an alternate site, after consulting residential or vocational agency representative. Tri-Met shall not provide rides for individuals who require ambulance service due to medical disabilities. The COUNTY shall be responsible for informing individuals of the scope of service to be rendered by Tri-Met under this agreement.

Guaranteed Ridership - Hours of guaranteed ridership shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.

Premium Service - Individualized transportation ordered by COUNTY utilizing cab services.

7.2.1.2 COMPENSATION

Payment will be made monthly for individual rides upon submission of required billing. Payment for premium service will be based on actual cab expense.

No-shows will be considered the equivalent of one ride; two late cancellations (rides canceled later than 5:00 p.m. the day preceding the scheduled ride) will be considered the equivalent of one ride.

Tri-Met will submit a detailed monthly ridership billing statement including:

- A. Summary of trips by charge code for each month;
- B. Summary of trips by purpose;
- C. Subtotal of cost for each rider;
- D. Summary of premium rides;
- E. Summary of no-shows and late cancellations.

Tri-Met shall assure sufficient matching funds to continue existing level of ridership.

7.2.1.3 SUBCONTRACTORS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.

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7.3 TRANSPORTATION - NON-TRI-MET: SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

Modes of transportation may include vehicles maintained by CONTRACTOR (door-to-door or curb-to-curb, depending on individual needs), escorting individuals on public fixed route buses or escorting individuals on public door-to-door vehicles.

CONTRACTOR will assess all riders to determine capability for being independent in transport in preparation for annual ISP.

CONTRACTOR may collect \$15.00 per rider per month to offset cost of transportation.

CONTRACTOR will report *within 24 hours*, to COUNTY Employment Program Development Specialist, all traffic accidents, incidents, or tickets that occur when DD funded individuals are passengers.

7.3.1 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Employment Program Development Specialist, or their appointee, an itemized statement of services by the 5th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such statement. Statement shall include name, dates of service and rates. (Copy included as page 3 of 3.)

7.3.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 2000 and ordered by COUNTY Employment Program Development Specialist.

7.3.3 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

7.3.4 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed as stated in the agreement.

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SAMPLE INVOICE
DD53 – EMPLOYMENT TRANSPORTATION

VENDOR NAME	ADDRESS	PHONE NO.
INVOICE FOR: _____ Month, _____ Yr INVOICE NO. _____		
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
		TOTAL AMOUNT DUE:
		\$

Return this form no later than the 5th of the month to:

Employment PDS
Multnomah County Developmental Disabilities Services Division
421 SW Sixth Ave., Suite 400
Portland, OR 97204

Signature	Date	OFFICE USE ONLY:
VENDOR NO.	RELEASE ORDER NO.	RELEASE ORDER ITEM NO.
GOODS RECEIPT NO.	SIGNATURE	DATE

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8. DD54 - EMPLOYMENT AND ALTERNATIVE TO EMPLOYMENT SERVICES

8.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

8.1.2 PERFORMANCE REQUIREMENTS

Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

8.1.3 SPECIAL REPORTING REQUIREMENTS

Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:
 - a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1 300 through 309-041-1 370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or
 - b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP;
or
 - c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or
 - d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or
 - e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance,

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while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2.County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3.An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's 00 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

8.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

- 1.Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.
- 2.If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
- 3.Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 4.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 5.Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
- 6.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

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Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 PERFORMANCE REQUIREMENTS

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. Forms with specified reporting period will be provided by COUNTY Employment Development Specialist.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

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8.2.2 CLOSURE

For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of developmental disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

8.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

Individual and his/her guardian express a desire to be served elsewhere;

B. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

8.2.4 UNEMPLOYMENT

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

Options to be provided during periods of unemployment;

Clear delineation of ISP team member roles;

Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

Timelines for implementation of the unemployment plan;

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Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor. COUNTY reserves the right to retain funding during this 60 day period.

8.2.5 ALTERNATIVES TO EMPLOYMENT SERVICES

Alternatives to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and are conducted away from the individual's residence.

CONTRACTOR may expend DD54 funds to provide a minimum of 20 hours per week of alternative to employment services only if it is the individual's or ISP team's choice of alternatives and ISP Team approves the ATE plan provided by CONTRACTOR.

9. DD56 - RENT SUBSIDY

9.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Rent Subsidies (DD56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

- rent or mortgage costs;
- utility costs (including heat, electricity, basic cable television, water, sewer, sanitation services, and basic telephone costs);
- fire and liability insurance on the facility;
- maintenance and cleaning supplies/services;
- maintenance, repair or replacement of household appliances, furnishings or fixtures;
- capital expenditure on personal and/or real property needed for the facility;
- other similar costs approved in writing by Department.

A. All individuals receiving DD56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. Providers of DD56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable local housing authority, for the individuals to whom the Provider furnishes DD56 Services under this Agreement, and/or for the residential sites at which such individuals reside. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

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9.1.2 SPECIAL REPORTING REQUIREMENTS

A. Notification that other subsidies have been obtained: Providers of DD56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:

1. The names of individuals and/or facilities for which subsidies have been approved;
2. The sources and amounts of the subsidies itemized by individual and/or by facility;
3. The effective dates of the subsidies.

B. Application for new or renewed DD56 Services: The award for DD56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

9.1.3 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Department may reduce DD56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
2. Total Department payment for all DD56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD56 Services as specified in that line of the Financial Assistance Award.
3. Department will not pay for any units of DD56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD56 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

10. DD57 – DD SPECIAL PROJECTS

10.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

10.1.1 SERVICE DESCRIPTION

Developmental Disability Special Projects (DD57) are developmental disability services within the scope of ORS 430.630. DD57 Services are generally onetime-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

10.1.2 PERFORMANCE REQUIREMENTS

Providers of DD57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

- A. Services to be provided;
- B. The minimum number of individuals to be served, if applicable;
- C. Any tangible products to be produced and delivered to Department;
- D. Any other requirements the accomplishment of which is to be monitored in order to determine the County's minimum performance under this Agreement; and/or
- E. Any expenditure requirements or limitations.

10.1.3 SPECIAL REPORTING REQUIREMENTS

- A. Providers of DD57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.
- B. Expenditure reports: For each DD57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement,, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

Expenditure reports must be prepared: a) separately for each Special Project funded through this Agreement; and b) using forms and/or procedures designated by Department.

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10.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD57 Services in different ways, summarized as follows, and explained below:

Type of Award (Column 4 or Column 5 of Financial Assistance Award)	"Part" Code in Column One of Financial Assistance Award	Basis of Payment	Disbursement of Funds
Approved Service Funds	A	Delivery of services	Monthly allotments
Approved Service Funds	A	Reimbursement for actual expenditures	Monthly allotments
Approved Service Funds	C	Delivery of product	Invoice required
Approved Service Funds	C	Reimbursement for actual expenditures	Invoice required
Approved Start-Up	C	Reimbursement for actual expenditures	"Request for Payment of Start-Up Funds" required

A. DD57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.

b. Expenditure-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD57 Services under that line of the Financial Assistance Award during the period specified in that line and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award,, subject further to the conditions in section IV.C of this service description.

c. Product-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD57 Services.

3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment Department payment for DD57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.

2. Disbursement: Department will disburse DD57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD57 Funds: In addition to the payment procedures specified separately above, for DD57 Approved Service Funds, and DD57 Approved Start-Up, the following payment procedures apply to all DD57 funds included in the Financial Assistance Award:

1. Basis of payment

a. Total payment for all DD57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD57 Services as specified in that line of the Financial Assistance Award.

b. Department is not obligated to pay for any DD57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.

11. DD58 NON-RELATIVE FOSTER HOMES

11.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

11.1.1 SERVICE DESCRIPTION

DD Non-Relative Foster Homes (DD58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

11.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. County must assist Department in licensing homes providing DD58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:

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1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.
2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.
3. Assistance to currently-licensed and potential new foster homes providing DD58 Services for individuals aged 18. and over, to meet statutory requirements for training and testing, by:
 - a. Maintaining and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;
 - b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

Department will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the homes and as required above.

C. County must provide DD48 Services (case management , including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD58 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

11.1.3 SPECIAL REPORTING REQUIREMENTS

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD58 Services funded by Department.

11.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set including but not limited to the state of the market for DD58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
2. County may: (i) set different rates for delivery of DD58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.
3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with III (G) in Special Reporting Requirement of this Agreement.

B. County shall not authorize, in aggregate, payments for DD58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

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D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.

F. Department is not obligated to pay for any DD58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

12. DD59 RELATIVE FOSTER HOMES

12.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

12.1.1 SERVICE DESCRIPTION

DD Relative Foster Homes (DD59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD59 Services Provider. DD59 Services include: 24 hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

12.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. An individual may receive DD59 Services funded by Department only if:

1. The individual was receiving DD59 Services funded by Department on June 30, 2001; or
2. County receives prior written approval from Department for the individual to receive DD59 Services funded by Department beginning on or after July 1, 2001.

C. County must provide DD48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD59 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

12.1.3 SPECIAL REPORTING REQUIREMENTS

A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD59 Services funded by Department:

1. Requests for contracts with new DD59 providers must be submitted at least 60 days prior to the first day of DD59 Services funded by Department;
2. Requests to renew contracts for existing DD59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and

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3. Requests to terminate contracts must be submitted no later than 30 days after termination of DD 59 Services funded by Department.

B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD59 Services funded by Department.

12.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.

B. County shall not authorize, in aggregate, payments for DD59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.

D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.

Department is not obligated to pay for any DD59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

13. SPECIAL RATE SERVICE RECIPIENTS

13.1 SERVICE DESCRIPTION

Special rate service recipients are non-Community Integration Project (CIP) individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and may be withdrawn in the event a change in CONTRACTOR occurs. Special rate service recipients will be designated by their CPMS number in the contract.

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13.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR agrees to adhere to the individualized service plans and rates for special rate service recipients.

14. SYSTEMWIDE BROKERAGE SERVICES

14.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

14.1.1 SERVICE DESCRIPTION

The brokerage of funds is an administrative support service for individuals with developmental disabilities, their families, and the community programs that serve them.

The following funding categories are brokered: Adults' and Children's Short Term Diversion - DD44; Nursing Home Project - DD45; Community Waitlist SILP - DD47; Mobility Support - DD53; Moving Assistance; County General Fund - CGF; Diversion Administration - DD57; Training Respite - DD57; and Residential Support - DD57.

14.2 PERFORMANCE REQUIREMENTS

14.2.1 GENERAL

Upon receipt of written authorization by the COUNTY staff designated to authorize for each funding category, CONTRACTOR shall generate and manage a service agreement with the provider. At a minimum, the service agreement shall identify funding category, service type, consumer name, maximum amount authorized, authorization termination date, and deadline for billing. Service agreements shall inform providers that they must bill for services within 30 days after authorization termination date or they will not be reimbursed, since all authorizations are void at that time. If services have not been completed by authorization termination date but are still needed, the provider must ask the COUNTY Developmental Disabilities Services Division Service Coordinator or Family Consultant to request a new authorization and must wait to obtain approval before providing services. Service agreements must specify that CONTRACTOR will not reimburse more than the authorized amount.

When an authorization expires, CONTRACTOR shall notify provider in writing that no additional services may be provided and that billing must occur within 30 days. A copy of this notification shall be sent to the COUNTY Developmental Disabilities Service Division Service Coordinator or Family Consultant.

CONTRACTOR shall assign, at a minimum, 1.0 full time equivalent staff (FTE) to provide brokerage services. CONTRACTOR shall be flexible in response to payment requests. CONTRACTOR staff shall be available during business hours to receive authorizations from the COUNTY. Checks typically need to be disbursed once per week, however, on rare occasions, a check may need to be made available within a few hours.

Consultant Evaluation Process - CONTRACTOR to inform Service Coordinators/Family Consultants when an authorized service has been provided and the subsequent need for an evaluation. CONTRACTOR to use accumulated evaluation data to provide COUNTY with reports reflective of consumer satisfaction by consultant and with assigned service elements.

This funding is authorized by the COUNTY Developmental Disabilities Services Division work units.

If a provider has not already been selected by the COUNTY Developmental Disabilities Services Division Family Consultant, CONTRACTOR shall match a provider from the provider pool with the particular service need. If CONTRACTOR selects the provider, CONTRACTOR will inform the COUNTY Family Consultant prior to finalizing the match.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor. This summary shall include: individual served, service type authorized, provider name, amount authorized, amount paid, service period (dates), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Children's Consultation fund, total authorized, total expenditures, total remaining uncommitted.

14.2.2 PAYMENT PROCEDURES

Basis of payment for all brokered services is reimbursement for actual expenditures. Funds will be disbursed through equal monthly allotments. Cumulative payments will not exceed total annual amount for each contract year. Monthly allotments will be adjusted to actual expenditures as reported on Department of Community and Family Services Monthly Expenditure Report forms. Expenditures

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will include payments made to providers and reasonable itemized administrative expenses. Payment procedures and reports will follow existing COUNTY Department of Community and Family Services Requirements as outlined in the General Conditions for this contract.

Contractor is allocated an administrative flat fee of \$3,377.00 per month (this amount includes brokering of Diversion, which is reimbursed at a set amount of \$6,003.48 for the entire period of this contract). Administrative fees for Diversion are paid from DD57. All other service element administrative fees are paid from that service element, as negotiated in the annual contract with COUNTY.

14.3 MOBILITY SUPPORT (DD53)

Funding which pays for mobility training of adult consumers to enable them to travel independently to and from their COUNTY Developmental Disabilities Services Division funded day program and emergency non-medical transportation. CONTRACTOR shall pay for mobility training for consumers as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. CONTRACTOR shall pay for emergency non-medical transportation as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. The COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant shall locate and select the provider.

CONTRACTOR shall assure that Mobility Trainers submit a final report to the consumer's COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant within thirty days of completion of the mobility training. This report shall describe the outcome of the training (including progress made, future recommendations, assessment of the consumer's ability to travel independently). Final payment will not be made until report is received or when authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid (with number of mobility training hours indicated), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorization. In addition, financial data shall be aggregated to provide: Total annual amount in the Mobility Support fund, total authorized, total expenditures, total remaining uncommitted.

14.4 COMMUNITY WAITLIST SILP (DD47)

Funding authorized to be paid for consultants to provide support services to adults in their own homes (i.e. counseling, budgeting, behavior intervention, etc.). CONTRACTOR shall make payment for Community Waitlist SILP services as allocated by the COUNTY Developmental Disabilities Services Division Service Allocation Team (SAT) and authorized by the COUNTY Developmental Disabilities Services Division Residential Program Developmental Specialist. COUNTY Developmental Disabilities Services Division Service Coordinator shall locate a provider and match the provider with the service need.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Support Services Supervisor and Residential Program Developmental Specialist by the 10th of the following month. This summary shall include: individual served, provider, amount authorized, service period (dates), amount paid, date paid, and amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to include: Total annual amount in the Community Waitlist SILP fund, total authorized, total expenditures, and total remaining uncommitted.

14.5 NURSING HOME SUPPORT (DD45)

14.5.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

14.5.2 PERFORMANCE REQUIREMENTS

Services to be Provided: DD45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be

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revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities much complete for all residents, may be used to identify or clarify additional service needs.

Eligibility for Services: All individuals receiving DD45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.

Minimum Hours of Service: Providers of DD45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD45 Services funded through this Agreement, unless one of the following applies:

A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD45 Services to community activities and events may be included in computing the hours of Service.

For the first month that an individual is enrolled in CPMS in a Provider's DD45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

Record keeping:

Providers of DD45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD45 funds.

14.5.3 SPECIAL REPORTING REQUIREMENTS

County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD45 Services funded through this Agreement dies or moves out of a Nursing Facility.

An individual enrolled in CPMS in DD45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD45 Services for more than 30 consecutive days.

14.5.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

Total Department payment for all DD45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD45 Services as specified in that line of the Financial Assistance Award.

Department will not pay for any units of DD45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

Department is not obligated to pay for any DD45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

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The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD45 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD45 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.6 SHORT-TERM DIVERSION (DD44)

14.6.1 SERVICE DESCRIPTION

Diversion Services (DD44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD44 Services include, but are not limited to:

professional consultation; assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

14.6.2 PERFORMANCE REQUIREMENTS

Providers of DD44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.

All individuals receiving DD44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

14.6.3 SPECIAL REPORTING REQUIREMENTS

There are no special reporting requirements.

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14.6.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of the Agreement, subject to the following:

Total Department payment for all DD44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD44 Services as specified in that line of the Financial Assistance Award.

Department is not obligated to pay for any DD44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of the Agreement, whichever date is earlier.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD44 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

14.6.5 CONTRACT SETTLEMENT

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.7 TRAINING RESPITE – SPECIAL PROJECTS (DD57)

Funding which pays for respite services to allow supervision of residents so that foster care providers can attend COUNTY training programs.

CONTRACTOR shall make payment for respite services for Adult Foster Care provider or family as authorized by the COUNTY Developmental Disabilities Services Division Training Program Development Specialist. Adult Foster Care provider or family is responsible for locating their own respite provider and therefore CONTRACTOR does not recruit, train, or monitor providers.

14.8 RESIDENTIAL SUPPORT – SPECIAL PROJECTS (DD57)

This funding pays for residential support services for designated individuals.

CONTRACTOR shall make payment for residential support as authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor with a copy to the Residential Program Development Specialist. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to provide: total annual amount in the fund, total authorized, total expenditures, total remaining uncommitted.

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14.9 MOVING ASSISTANCE (COUNTY GENERAL FUND)

Funding which pays for moving of individuals from one residence to another. CONTRACTOR shall make payment for moving assistance services as allocated by the COUNTY Developmental Disabilities Services Division work units.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division work units in conjunction with the Service Coordinator. CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor.

This summary shall include: individual served, service type authorized, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Moving Assistance fund, total authorized, total expenditures, total remaining uncommitted.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Training Coordinator by the 10th of the following month. This summary shall include: adult foster care provider or family served, name of the individual case managed by Multnomah County Developmental Disabilities Services Division, class attended, amount authorized, service period (dates), amount paid (including number of hours x rate = total), and date paid.

In addition, financial data shall be aggregated to include: total annual amount in the Training Respite Services fund, total authorized, total expenditures, and total remaining uncommitted.

14.10 MCKINNEY SERVICES (HUD)

This provision covers services for homeless adults to promote stability and independent living with a goal of 70% of participants remaining in permanent housing for at least one year after completing program. The COUNTY Developmental Disabilities Services Division Service Coordinator will complete a housing and living skills assessment to determine the needed specific services. Most consumers will need 12 to 30 hours monthly of direct one-to-one independent living assistance. In some instances the service may be provided in a small group setting (e.g., meal planning, recreational activities). The provider will develop an individual housing case plan and household budget. Number of hours of assistance needed per month and schedule of activities will be determined based on needs of the individual. Services will be delivered in the most natural and logical setting for each individual. Most often this will be in the consumer's home or immediate community.

CONTRACTOR shall pay providers for services as authorized by each consumer's COUNTY Developmental Disabilities Services Division Service Coordinator. The COUNTY Developmental Disabilities Services Division Service Coordinator will match the provider with the service need. CONTRACTOR shall make a list of providers available to the COUNTY Developmental Disabilities Services Division Service Coordinator. CONTRACTOR shall work with the COUNTY Developmental Disabilities Services Division Special Services Supervisor in the recruitment and maintenance of providers. CONTRACTOR shall assure that the provider will provide a written progress report monthly to the Special Services Supervisor by the 10th of each month following the service month. CONTRACTOR shall withhold reimbursement until such reports are received.

15 DIAGNOSIS AND EVALUATION SERVICES

15.1 MULTNOMAH COUNTY REQUIREMENTS

15.1.1 SERVICES - PSYCHOLOGISTS

CONTRACTOR agrees to provide a psychological evaluation on all individuals referred for services, in keeping with standards for same.

CONTRACTOR agrees to provide a written report for each evaluation component performed in accordance with proposed standards for same.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by County Program Development Staff on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid Administrative Examination, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per

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person basis. Billing will be initiated after the reports have been completed and sent to the Crisis/Diversion Program Development Specialist:

For those individuals identified as billed to Multnomah County D&E, CONTRACTOR will submit a detailed bill to:

Operations Administrator
Multnomah County
Developmental Disabilities Services Division
421 SW Sixth Avenue, Suite 400
Portland OR 97204-1621

For those individuals identified as billed to Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.2 SERVICES - PSYCHIATRIC EVALUATIONS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Oregon Health Plan, Medicaid

Administrative Examination, Medicare and other sources will be identified as the payment source. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those evaluations identified as Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.3 SERVICES - ON-SITE PSYCHIATRIC CONSULTATION

Doctor agrees to provide the following services:

1. On-site evaluation and medication management for individuals who have Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage. Doctor will be reimbursed for these services by separately billing those sources.

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2. On-site evaluation and medication management for individuals who have no Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage.
3. On-site consultation (professional advice provided to Service Coordinators and other COUNTY staff concerning a specific client).
Doctor will be reimbursed at the rate of \$62.50 an hour as payment for services 2. and 3. above.
4. Minimal telephone consultation between scheduled consultations at the COUNTY office, at no additional charge, if an emergency situation occurs and if not excessive. Should CONTRACTOR believe such calls have become excessive, COUNTY and CONTRACTOR shall renegotiate.

COUNTY staff shall generate weekly agenda and schedule of patients to be seen. COUNTY staff shall provide referral information to CONTRACTOR.

Consultation services in addition to the contracted number of hours per week at the COUNTY office, which therefore would require additional funding, shall require authorization from the Crisis/Diversion Program Development Specialist.

Once authorization is provided, CONTRACTOR shall then bill for such additional services.

Doctor will document Evaluation reports, Physicians Orders, and Progress Notes on forms provided by the COUNTY. Should COUNTY request an additional more detailed report, this would require COUNTY authorization since this involves additional funding.

15.1.3.1 SCHEDULE OF PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

CONTRACTOR to submit a monthly bill to:

Operations Administrator
Multnomah County Developmental Disabilities Services Division
421 S.W. Sixth Avenue, Suite 400
Portland, OR 97204-1621

Reimbursement is based on \$62.50 an hour and is limited to contracted number of hours per week unless additional hours are authorized by the D & E Co-ordinator.

15.1.4 STANDARDS FOR PSYCHOLOGICAL EVALUATIONS

A psychological assessment shall be performed by a Psychologist licensed under applicable Oregon Statutes.

A psychological evaluation shall address the referral issues and may include the following:

1. An appropriate individual test of intellectual capacity.
2. An Adaptive Behavior assessment.
3. An Academic Achievement test (required on children of school age)
4. An overall description of individual's general sensory, perceptual and motor development; speech, language, communication, and comprehensive skills; and any behavioral difficulties of note.
5. An assessment of personality/social functioning.

The psychologist may administer one or more of the individually administered general intelligence tests, adaptive level protocols, academic achievement tests and personality protocols/projective tests which will provide a direct and meaningful measure of each individual's level of function.

The psychologist shall assess and define mental retardation in accordance with the criteria established by the American Association on Mental Deficiency, 1977 Revision, as follows:

Mental retardation is defined as: Sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior, and manifested during the developmental period (age 0-18). The definition of mental retardation requires that an individual manifest

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deficiencies in both adaptive behavior and intellectual functioning. General intellectual functioning is defined as: The results obtained by assessment with one or more of the individually administered general intelligence tests developed for that purpose.

Significantly sub-average is defined as: IQ more than two standard deviations below the mean for the test.

Adaptive behavior is defined as: The effectiveness or degree with which an individual meets the standards of personal independence and social responsibility expected for age and cultural group.

Developmental period is defined as: The period of time between birth and the 18th birthday.

For individuals over the age of six (6), the psychologist shall report a diagnostic level of mental retardation referencing each individual's level of general intellectual and adaptive behavior functioning in accordance with the criteria established by the American Association of Mental Deficiency, 1977 Revision, for each individual tested and evaluated. The psychologist shall also report his/her diagnostic impression of the individual in accordance with Diagnostic Criterion from American Psychiatric Association Diagnostic and Statistical Manual IV.

In reporting test results, the psychologist shall indicate whether in her/his professional opinion the current scores are a valid and realistic appraisal of the innate abilities and skills of the individual being evaluated. If such is not the case, the psychologist should appropriately preface the reporting of the scores in such a manner noting and detailing her/his professional concern(s).

Previous test scores, if available, should be referenced in the report of person's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, in the two comparable test scores and the significance, or insignificance, of the resultant comparison.

The written psychological report shall include:

- Source of and reason for referral;
- Brief prior evaluation history, if relevant;
- Assessment procedures used;
- Behavior observation during evaluation;
- Current evaluation results, including actual test scores;
- Program and treatment recommendations which address the reason for referral.

All written reports shall contain recommendations which shall specifically address the problems and/or areas of concern identified on a particular individual as contained in COUNTY's Service Request form.

Psychologists are requested to submit the written results of the evaluation to the COUNTY D & E Coordinator within one week of the evaluation.

15.1.5 STANDARDS FOR MEDICAL EVALUATION

The medical evaluation should be done by a physician. The medical history may be taken by a qualified nurse or medical assistant. The medical evaluation shall consist of:

Medical History - to the extent available

Details of prenatal factors:

- course of pregnancy;
- use of drugs; and
- heredity disorders.

Details of delivery (any complications)

Immediate postpartum condition of the baby:

- apgar and score;
- respiratory distress; and
- other.

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Postnatal history of illness and accident during early childhood; i.e., cerebral insults, encephalitis, dehydration, cerebral concussion, and other.

Developmental landmarks;
Seizure history;
History of mental disorder;
Family history;
Present medications.

A standard physical examination with the results of the following included:

Eye exam and other visual tests as necessary;
Ear examination and any necessary audiometry tests;
A preliminary orthopedic screening examination;
Coordination tests as necessary;
Brief neurological examination (that is, reflexes, muscle functions, etc.);

Appropriate lab work (See laboratory procedure sheet);

A statement of impressions and recommendations of medical care and treatment;
Specialty examinations as recommended and necessary;
Speech and hearing screening; and
Dental Screening.

The following specifically describes the procedure to be followed when it appears that additional diagnostic evaluations, not previously requested, need to be performed:

A central contact person, designated by the CONTRACTOR, shall be responsible for calling the appropriate Crisis/Diversion Program Development Specialist assigned to the individual in question, when additional diagnostic component(s) appear necessary.

The central contact person shall state to the Crisis/Diversion Program Specialist the reasons for recommending that an additional diagnostic evaluation component(s) be performed. (If it becomes apparent that additional information is needed, the Crisis/Diversion Program Development Specialist will request to talk to the pertinent clinician recommending the additional evaluation.) At the time of the telephone contact, the Crisis/Diversion Program Development Specialist will verbally approve or deny the specific request for subsequent evaluation.

15.1.5.1 LABORATORY WORK-UP

15.1.5.1.1 ROUTINE LABORATORY WORK-UP

Definition: A routine laboratory work-up is one which is uniformly administered as a matter of procedural routine to meet minimum diagnostic standards.

Individuals affected: This laboratory work-up is to be ordered on all individuals being seen for medical evaluation under the terms of this contract.

Exceptions: The only exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test. For purposes of definition, a routine laboratory work-up is limited to the four tests listed below:

- 1) A complete blood count.
- 2) Urinalysis. Criteria: all clients
- 3) V.D.R.L. Criteria: all adults 16 years of age and older (exam to be performed at physician's discretion).
- 4) Pap Smear. Criteria: all female adults 16 years of age and older (exam to be performed at physician's discretion).

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15.1.5.1.2 ADDITIONAL LAB WORK

Definition: Additional lab work is any lab work identified by the provider as being necessary in the evaluation of a client, which exceeds those outlined above in the Routine Lab Work-up.

Individuals Affected: Additional lab work is to be ordered on a per-person basis according to the criteria that one or more of the medical conditions stipulated below are present.

Exceptions: Exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test.

Chemistry Screen (S.M.A.C. Test) Criteria: all patients who are over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- hyperlipidemia;
- diabetes;
- hypertension;
- kidney disease;
- hepatitis or liver disease.

Chest X-Ray (PA and Lateral) Criteria: all patients who are cigarette smokers over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- asthma;
- chronic bronchitis or emphysema;
- pneumonia;
- tuberculosis;
- cardiovascular disease.

Electrocardiogram Criteria: all patients who are over the age of 50 and/or demonstrate a history or a physical exam suggestive of:

- hypertension;
- cardiovascular disease.

Electroencephalogram Criteria: all patients who have a previous diagnosis of epilepsy and/or demonstrate a history or physical exam suggestive of epilepsy.

15.1.6 STANDARDS FOR AUGMENTATIVE COMMUNICATION EVALUATIONS

An Augmentative Communication (hereafter referred to as A/C) evaluation shall be conducted by a multidisciplinary A/C specialty team directed by a certified speech-language pathologist. Depending on the needs and abilities of the individual who is being assessed, the team shall consist of all or some of the following specialists: a certified speech-language pathologist, a registered and licensed occupational therapist, a registered and licensed physical therapist, a psychiatrist, and a licensed clinical social worker.

A "certified speech-language pathologist" is a person who has earned at least a Master's degree in speech-language pathology from an accredited university, has completed a supervised clinical fellowship year and has passed the national examination in communication disorders resulting in the Certificate of Clinical Competence, and holds Oregon State licensure. A "registered and licensed physical therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure. A "registered and licensed occupational therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure.

A Physiatrist is a physician who specializes in physical medicine and rehabilitation.

A "licensed clinical social worker" is a person who has received at least a Master's degree in social work from an accredited university, and holds Oregon State licensure.

An Augmentative Communication evaluation shall include:

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A communication needs assessment to determine validity of communication augmentation from the individual;

An abilities assessment to determine:

- Communication, language comprehension and production abilities;
- Articulation, oral motor, and voicing abilities;
- Cognitive abilities related to functional communication (e.g., problem solving, memory and representational skills);
- Gross and fine motor abilities;
- Visual-perceptual abilities.

Assessments within each of the above categories will be conducted as related to the abilities required to use various A/C techniques for functional communication.

The administration of standardized tests for the assessment of the above abilities is not required for the A/C evaluation. Rather the assessment generally will be conducted through skilled clinical observation and interviews with the client and significant other in his/her communication environment. When appropriate, adaptations of standardized clinical tests within the fields of speech-language pathology, occupational and physical therapy will be administered.

A/C techniques, components and strategies will be selected to meet the general communication needs and abilities of the individual. A preliminary clinical trial will be introduced, with selected A/C techniques, components and strategies to judge the appropriateness of recommendations.

An "augmentative communication technique" refers to a method of transmitting information between two individuals that supplements oral speech. Examples of A/C techniques include: communication boards and books, gestures, manual signs, facial expressions, eye gaze and pointing, writing and electronic communication aids.

An "augmentative communication strategy" refers to a specific behavioral rule or cues that are used by communicators so the A/C techniques result in effective, efficient and appropriate communication. For example, A/C strategies help a communication board user send messages to impatient listeners, clarify a message that is not understood by others, or stabilize a hand for faster typing.

The A/C team shall report its clinical impressions and recommendation for A/C techniques, components and strategies. In reporting the evaluation results, the team members shall indicate whether, in their professional opinion, the report is a valid and realistic appraisal of the innate abilities and skills of the client being evaluated. If such is not the case, the team should appropriately preface the report in such a manner noting and detailing their professional concern(s).

Previous speech-language pathology reports that address augmentative communication, if available, should be referenced in the report of the client's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, of the different reports.

The written A/C report shall include:

- A statement of referral questions raised by the client and his/her communication partners that led to the evaluation;

- The communication needs that were identified;

- The minimal abilities that were demonstrated for the operation of various communication techniques;

- Recommendations for A/C techniques, components and strategies that will augment the individual's current communication behavior, if appropriate;

If no A/C techniques, components or strategies are recommended, the report will include a descriptive statement and reasons why no augmentation is recommended.

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SCHEDULE I

ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report.....	\$121.00
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient.....	\$ 64.00
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided.....	\$ 66.00
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.....	\$ 93.00
810AP	Psychologist or Psychiatrist; Intellectual Assessment.....	\$128.00
815AP	Psychologist or Psychiatrist; Personality Assessment.....	\$ 43.00
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).....	\$342.00
908OM	(Does not require prior authorization) Psychologist; Administrative Records Report based on existing medical records in the provider's office.....	\$ 10.00
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).....	\$ 74.00

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16. HCSO HOUSING FUNDS

Any funds received by CONTRACTOR from the Oregon Housing and Community Services Department (hereinafter referred to as HCSD) for purposes authorized by the State DHS are subject to the following special conditions:

1. CONTRACTOR will work with the COUNTY and State DHS to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DDSD-funded residential services.

2. For each Minor Housing Project to receive State DD funds from HCSD, CONTRACTOR will submit a facility plan and cost estimates, in a form prescribed by the State DHS. Facility plans will be submitted to the State DD Housing Development Section.

3. Contingent on the State DHS's DD Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSD directly to the provider operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both the COUNTY and the State DHS.

4. CONTRACTOR will perform or cause to be performed, all work described in the approved facility plan(s) within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved plan.

TAX EXEMPT STATUS

DD50 CONTRACTORS occupying housing developed with financing authorized by DHS and obtained through HCSD must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to the COUNTY upon request.

17. EQUIPMENT ACQUIRED WITH DIVERSION (DD44), (DD57) FUNDS

17.1 INVENTORY

CONTRACTOR will complete and keep on file an inventory by location of all items costing \$250 or more each and purchased with State DHS funds. Inventory must be made available to COUNTY or State upon request.

17.2 EQUIPMENT USE

The equipment must be used for the services for which funds were originally approved by the State DHS. Use of such equipment must continue for the useful life of the item or five years, whichever is less, except as follows:

- a. Prior approval is obtained from the State DHS for alternative use.
- b. The item is lost or rendered useless for reasons other than through negligence on the part of the CONTRACTOR.
- c. Funds for the operation of the programs or services in the facility are discontinued due to loss of funding available to the State DHS.

18. START-UP FUNDS

18.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

State Intergovernmental Agreement and State Department of Human Services Financial Procedures Manual are incorporated in the COUNTY requirements below.

18.2 MULTNOMAH COUNTY REQUIREMENTS

18.2.1 PROGRAM START-UP CONDITIONS

Start-up funds awarded in this contract amendment or other amendments which are made part of this contract, unless otherwise so stated, will be paid subject to the following special conditions:

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Reimbursement for all expenditures is contingent on COUNTY approval of a line-item budget showing proposed expenditures of all Division funds and an expenditure report which documents actual expenditures of all funds. An expenditure report is due to the COUNTY 60 days after services are initiated. Please see requirements for Start-up Payments below for detailed instructions.

Expenditures for personnel services or services and supply items shall be documented in an expenditure report which shows actual direct service expenditures related to the project by employee name and position and uses the same service/supply categories contained in the line-item budget.

Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory listing. CONTRACTOR agrees to maintain documentation and receipts for all items purchased. Such documentation is subject to financial review by the COUNTY.

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

Items purchased such as furnishings, fixtures, vehicles, computers and other special equipment, must be used for purposes described in this contract, and for specifically named clients if approved as such, for the expected useful life of the item or five years, whichever is less, except as follows:

- A. Prior approval is obtained from the COUNTY for an alternative use;
- B. The equipment is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

Failure of the CONTRACTOR to comply with the terms stated above shall result in repayment to the COUNTY of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The COUNTY may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in the Agreement.

Expenditures for facility renovation, including leasehold improvements or other capital projects shall be documented in an expenditure report. CONTRACTOR will maintain a file of receipts for all materials and services. Facility renovations, including leasehold improvements, that cost \$5,000 or more must be secured with a Trust Deed in favor of the State Department of Human Services as described below. Detailed instructions for a Trust Deed are available upon request to the COUNTY.

An amount equal to 10% of the project cost may be withheld by the COUNTY pending approval of the Expenditure Report and completion of the work to the State Department of Human Services' satisfaction.

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Expenditures for acquisition of real property shall be subject to a trust deed in favor of the State Department of Human Services which shall only be released by the State Department of Human Services upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.

COUNTY or State Department of Human Services will disallow expenditures which are not documented or secured as described herein to the COUNTY's satisfaction. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

Vehicles purchased with funds provided under this contract or similar previous contracts shall be used exclusively for transporting clients of the service under which the funds were contracted. CONTRACTOR shall maintain a log of the use of such vehicle(s), which shall include dates, times, mileage, driver and passengers, and purpose and destination of each such vehicle usage.

Start-up funds are awarded for one-time-only expenses necessary to begin or expand services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

18.2.2 REQUIREMENTS FOR START-UP PAYMENT

As used in this section, State Department of Human Services refers to Oregon State Department of Human Services.

Reimbursement for all start-up expenses is subject to the COUNTY approval of a line-item budget which proposes the expenses to be incurred.

18.2.2.1 LINE-ITEM BUDGET FORMS

Start-up budgets must be submitted on the forms prescribed by the COUNTY. Budget proposals submitted on different forms will be returned.

18.2.2.2 REVISION OF LINE-ITEM BUDGETS

Unless the State Department of Human Services specifies otherwise revisions may be made between items proposed, without prior notification to the COUNTY, with the following limitations: Revisions moving more than 10% of the budget category total for which funds were approved to another budget category i.e., Personnel Services, Services and Supplies, and Capital Expenditures; Acquisition of capital items costing \$1,000 or more or acquisition of real property, that was not originally approved. If revised expenditures of this nature are decided upon following original approval of a line-item budget, a revised budget should be submitted to assure that the State Department of Human Services will approve.

18.2.3 EXPENDITURE REPORTS

An expenditure report must be submitted to the County DD Services Division Program no later than 60 days following the completion of the start-up phase (the date of service initiation).

The expenditure report must be submitted on a designated expenditure report form with the Budget Number and include the attachments described below:

18.2.4 PERSONAL SERVICES-EQUIPMENT-FURNISHINGS-FIXTURES-RENOVATIONS -
INVENTORIES/DESCRIPTIONS AND RECEIPTS

Personnel expenses must be reported by employee name and position, and listed within the administrative, direct service or other categories in which they work, or will work after the commencement of services.

In addition to their inclusion in expenditure reports, purchases of equipment, furnishings, fixtures, facility renovation, and real property acquisition must be documented and/or secured as specified below in order to permit State Department of Human Services payment for such items.

Movable equipment and furnishings costing \$250 or more must be included in an inventory list aggregated by and specifying the facility address in which the items will be located and used. This list shall be attached to the expenditure report.

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The address of all facilities in which start-up funds are used for renovation and non-movable fixtures must be reported, and the renovations/fixtures listed and described.

Receipts must be retained by CONTRACTOR for all expenditures made with start-up funds.

18.2.5 DEDICATED USE REQUIREMENT DOCUMENTATION

Inventoried items must be used to provide the services (and for the individual, if specified) for which start-up funds were approved and for the individual, if specified, by the State Department of Human Services for the useful life of the item or five years, whichever is less, except as follows:

Prior approval is obtained from the State Department of Human Services for an alternative use;

The item is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

18.2.6 SECURITY INTERESTS AND MOTOR VEHICLES TITLE

Expenditures for vehicles, computers and other special equipment costing \$1,000 or more must also be reported, included in inventories and documented by receipts. In addition to these requirements, the State Department of Human Services will require copies of security interests executed by the CONTRACTOR, or in the case of vehicle purchases, copies of Motor Vehicle Titles listing the State Department of Human Services as a co-owner.

18.2.6.1 SECURITY INTERESTS

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

18.2.6.2 MOTOR VEHICLE TITLES

The CONTRACTOR must specify that the State Department of Human Services be listed as a co-owner of any vehicle purchased at least in part with start-up funds when registering the vehicle with the Motor Vehicles Division. A copy of the title specifying that the State Department of Human Services is a co-owner of the vehicle must be submitted by the CONTRACTOR to the State Department of Human Services within sixty (60) days of purchase of the vehicle.

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18.2.7 OBTAINING AND SUBMITTING TRUST DEEDS WHEN REAL PROPERTY IS ACQUIRED WITH START-UP FUNDS AWARDED BY THE DEVELOPMENTAL DISABILITIES SERVICES DIVISION

The following applies to leasehold improvements as well as to property owned by the CONTRACTOR:

A Trust Deed is required protecting the State Department of Human Services interests in real property renovated or acquired with state funds. A copy of the executed and recorded Trust Deed must be received by the State Department of Human Services for each such property within sixty (60) days of the purchase closure.

The following steps must be completed in order to obtain a Trust Deed. The CONTRACTOR (purchaser) must work with the COUNTY and the State Department of Human Services to complete these steps:

Final transfer of funds to acquire property, pay any renovation costs in the transfer, and pay closing costs must be accomplished through an escrow account. The escrow agency may be chosen by the COUNTY or the CONTRACTOR (purchaser) from any escrow agency licensed in Oregon.

As soon as possible, but no later than 15 working days prior to the proposed closing date the COUNTY must correspond with the State Department of Human Services for each property being acquired and indicate:

Escrow agent name, address, and phone number;

CONTRACTOR/buyer's full legal or corporate name;

Seller's full legal or corporate name;

The full address and the legal property description;

Proposed closing date.

The breakdown of start-up funds requested for:

- Down Payment
- Closing Costs
- Renovation

Following receipt of this information, the State Department of Human Services will issue copies of the Trust Deed and Escrow Instructions to the Escrow Agent. The Escrow Agent records the trust deed with the COUNTY and forwards a copy of the recorded trust deed to the State Department of Human Services.

18.2.8 DISBURSEMENT OF START-UP FUNDS

The COUNTY will generally provide cash in advance of up to 90% of the Start-up budget following approval of line-item budgets, but may withhold all or a portion of start-up funds to a CONTRACTOR to be issued as reimbursement following completion of designated requirements from among those listed above. The remaining 10% will be provided upon receipt of approved expenditure reports. The State Department of Human Services and/or the COUNTY will disallow expenditures, and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not documented or reported as described in this section.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/24/2000

PRODUCER Marsh 111 SW Columbia Portland, OR 97201 503-248-6400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
COMPANIES AFFORDING COVERAGE											
INSURED Portland Community College Portland Community College Foundation PO Box 19000 Portland, OR 97280 <i>PORTLAND EMPLOYMENT PROGRAM</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">COMPANY A</td> <td>OSBA Property & Casualty Trust and USF & G Company</td> </tr> <tr> <td style="text-align: center;">COMPANY B</td> <td>Hartford Fire Insurance Company</td> </tr> <tr> <td style="text-align: center;">COMPANY C</td> <td></td> </tr> <tr> <td style="text-align: center;">COMPANY D</td> <td></td> </tr> <tr> <td style="text-align: center;">COMPANY E</td> <td></td> </tr> </table>	COMPANY A	OSBA Property & Casualty Trust and USF & G Company	COMPANY B	Hartford Fire Insurance Company	COMPANY C		COMPANY D		COMPANY E	
COMPANY A	OSBA Property & Casualty Trust and USF & G Company										
COMPANY B	Hartford Fire Insurance Company										
COMPANY C											
COMPANY D											
COMPANY E											

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	P100300067	07/01/00	07/01/01	GENERAL AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	Incl In Above
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> SEXUAL ABUSE / MOLESTATION				FIRE DAMAGE (Any one fire)	\$ incl in loss limit
	<input type="checkbox"/> STUDENT MEDICAL				MED EXPENSE (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> STUDENT PROFESSIONAL				STUDENT MEDICAL	\$
	<input checked="" type="checkbox"/> WRONGFUL ACTS 25,000 Ded					
	<input checked="" type="checkbox"/> 100,000 SIR Applies					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B	OTHER Crime/Fidelity - Public Employees Dishonesty Form "O"	52PEBHN5638	07/01/00	07/01/01	\$500,000 Limit \$2,500 Deductible	

DESCRIPTION OF OPERATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder listed below is added as respects Developmental Disabilities Services - Annual Agreement.

CERTIFICATE HOLDER

MULTNOMAH COUNTY
 DEPT OF COMMUNITY & FAMILY SERVICES
 CONTRACTS AND EVALUATION DIVISION
 421 SW SIXTH, SEVENTH FLOOR
 PORTLAND, OR 97204-1618

CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Multnomah County, Dept. of Community & Family Services, Contracts and Evaluation

As Respects:

Developmental Disabilities Services - Annual Agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Effective Date: 07/01/2000

Expiration Date:

07/01/2001

Named Insured: Portland Community College; Portland Community College
Foundation

Insurance Company: OSBA Property & Casualty Trust and USF & G Company

Endt No.: 16

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

0002001-00030

PRODUCER

Marsh USA Inc.
111 S.W. Columbia
Portland, OR 97201

(503) 248-6400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A NATIONAL UNION FIRE INS. CO.

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Portland Community College
P.O. Box 19000
Portland, OR 97280

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
A	OTHER Excess Workers' Compensation	4160431	7/01/00	7/01/01	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

Subject to the terms and conditions of the policy as issued by the Insurance Company. Covers State of Oregon. Specific Limit Excess \$325,000 S.I.R.: Coverage A - Statutory; Coverage B - \$1,000,000.

CERTIFICATE HOLDER

MULTNOMAH COUNTY
DEPT. OF COMMUNITY/FAMILY SVCS
CONTRACT & PROCUREMENT SVCS.
421 SW SIXTH AVENUE, STE. 700
PORTLAND, OR 97204-1618

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

Marsh USA Inc.
BY:

MAJORS

JHMM1 (2/98)

VALID AS OF: 8/17/00

MEETING DATE: July 19, 2001
AGENDA NO: C-7
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with City of Portland Parks and Recreation to purchase Vocational services for people with developmental disabilities.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____ Next Available _____
AMOUNT OF TIME NEEDED: _____ Consent _____

DEPARTMENT: DCFS DIVISION: Developmental Disabilities Services

CONTACT: Rex Surface TELEPHONE #: (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Agreement with City of Portland Parks and Recreation to purchase Vocational services for people with developmental disabilities.

07/19/01 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: June 18, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with City of Portland Parks and Recreation

- I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Intergovernmental Agreement with City of Portland Parks and Recreation to purchase Vocational services for people with developmental disabilities for the period July 1, 2001 through June 30, 2002.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider of employment services to purchase Vocational services for people with developmental disabilities.
- III. **Financial Impact:** Funds for this contract are in the Department budget. These services are purchased on a requirements basis at a funding level of \$97,328.00. Funding for these services is via State Mental Health Grant.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **4600002336**

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; padding-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>07.19.01</u> DEB BOGSTAD, BOARD CLERK </div>

Department: <u>Community and Family Services</u>	Division: <u>Developmental Disabilities</u>	Date: <u>June 18, 2001</u>
Originator: <u>Rex Surface</u>	Phone: <u>26353</u>	Bldg/Rm: <u>166/4</u>
Contact: <u>Tom Ochirero</u>	Phone: <u>29832</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Agreement to purchase Vocational services for people with developmental disabilities.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>4600000628</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION <u>IGA</u>	EXEMPTION EXPIRATION _____ ORS/AR _____
#/DATE: _____	DATE: _____ # _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor City of Portland Parks and Recreation	
ATTN: Nancy McKinnon/Grants	
Address <u>1120 SW Fifth Room 1250</u>	Remittance Address _____
<u>Portland, OR 97204</u>	(If different) _____
<u>[106/1250 Nancy McKinnon]</u>	
Phone <u>503.916.2912</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6002236</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 2001</u>	<input type="checkbox"/> Monthly \$ <u>Invoice</u> <input checked="" type="checkbox"/> Net 30
Termination Date <u>June 30, 2002</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>0</u>	
Total Amt of Previous Amendments \$ <u>0</u>	<input checked="" type="checkbox"/> Requirements \$ <u>97,328</u>
Amount of Amendment \$ <u>0</u>	
Total Amount of Agreement \$ <u>0</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe mms</u>	DATE <u>6/20/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Kathy Deery</u>	DATE <u>7/5/01</u>
County Chair <u>Chairman</u>	DATE <u>7.17.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

SAP VENDOR CODE 24906						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between City of Portland Parks and Recreation (CONTRACTOR), and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is for County to contract with City of Portland Parks and Recreation to provide Vocational services to people with developmental disabilities.

The parties agree as follows:

1. TERM The term of this Agreement shall be from July 1, 2001 to June 30, 2002. This Agreement may be renewed N/A.

2. RESPONSIBILITIES OF CONTRACTOR. CONTRACTOR agrees to provide Vocational services to people with developmental disabilities in accordance with County and State requirements for DD54 Vocational/Employment services as specified in Attachment A and as described in Attachment F, DDSD Special Conditions included with and incorporated by reference into this Agreement.

3. RESPONSIBILITIES OF COUNTY. The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$97,328 for Vocational services provided to people with developmental disabilities as outlined below in **12. Additional Terms and Conditions**.

4. TERMINATION This Agreement may be terminated by either party upon 30 days written notice.

5. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this Agreement.

6. INSURANCE Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

8. NON-DISCRIMINATION Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

a. Payment Terms and Reports: All Contracts

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or 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 by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th, if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

d) 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.

b. Payment Terms and Reports: Case Rate

1) COUNTY shall pay amounts due to CONTRACTOR in equal monthly advanced allotments of annual contract amounts adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-utilization of contracted capacity;
- d) Movement of clients either into or out of services.

2) CONTRACTOR is required to report to COUNTY within 72 hours any change in the status of any client funded under case rate payments in this Agreement.

c. Services

See Attachment A.

d. DDSD Special Conditions

See Attachment F.

MULTNOMAH COUNTY, OREGON

By *Lolenz Poems*
Director, Department of Community and
Family Services

6/20/01
Date

By *Diane Linn*
Diane Linn, Multnomah County Chair

7.17.01
Date

REVIEWED:

THOMAS SPONSLE, County Attorney
for MULTNOMAH COUNTY, OREGON

Katie Guff
7/5/01
Date

CITY OF PORTLAND PARKS AND RECREATION

By _____
Signature Date

Name (Please Print)

Title

Approved As To Form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-7 DATE 07.19.01
DEB BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

PORTLAND CITY OF PARKS & REC
ATTN NANCY MCKINNON/GRANTS
106/1250 ATTN NANCY MCKINNON

Information

Contract Number 4600002336
Date 07/01/2001
Vendor No. 24906
Contact/Phone CFS DD Services /

Validity Period: 07/01/2001 - 06/30/2002
Minority Indicator: Not Identified

Estimated Target Value: 97,328.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p><i>Previous contract no. 4600000628</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Case Rate/Per Client Schedule</i></p>	97,328	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111
Fax: (503) 988-3252

ATTACHMENT A

Page 1 of 1

Release Order

Vendor Address

PORTLAND CITY OF PARKS & REC
ATTN NANCY MCKINNON/GRANTS
106/1250 ATTN NANCY MCKINNON

Information

Release Order	4500015153
Date	07/01/2001
Vendor No.	24906
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<p><i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i></p> <p><i>Previous contract no. 4600000628</i></p> <p><i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD) Tracking Number: IGA</p> <p>WBS: DDS DAY VOC 54 Release order against contract 4600002336 Item 00001 Monthly Allotment/Case Rate/Per Client Schedule</p>	97,328	USD	\$ 1.0000	\$ 97,328.00
				Total	\$ 97,328.00

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

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1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR shall utilize the following procedure prior to any prospective service site relocation:

1. Written Notification of proposed change to PDS for approval;
2. ISP team approval;
3. Licensing/certification, if applicable;
4. ISP transfer meeting.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY staff. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

Guidelines for Developmental Disabilities Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what COUNTY staff need to know. A basic guideline for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Service Coordinator and agency-related issues to the Residential or Employment Program Development Specialist. Protective Services guidelines appear in part III (pg. 3 of 7).

Critical incidents should be reported by telephone to the Service Coordinator or back-up Service Coordinator/Family Consultant within one working day. Voice messages should not be left when reporting these incidents. A written report on the agency's own incident report form (including follow-up) should be forwarded to the COUNTY within 5 working days. If necessary, the COUNTY will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Service Coordinator)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care or psychiatric hospitalization;
2. Any major change in medical regimen due to a seizure disorder, mental illness/psychiatric disorder, a chronic affliction or the appearance of new symptoms (minor medication changes are not included);
3. Any referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status. Examples: Unemployment, threat of unemployment, missing beyond notification guidelines in ISP, missing more than 2 days of work, reduction in work performance.
2. Move to another facility within the same provider agency for any period of time.

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3. Jail.
4. Hospitalization and/or Skilled Nursing Facility admission.

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee that is not already approved, including but not limited to physical and chemical restraint.
2. Even if an approved program is in place for an individual, report the following incidents:
 - a. Outbursts or other incidents that affect the safety of the individual, others or property. For high risk behaviors, the ISP team will decide the reporting schedule.
 - b. New maladaptive behavior or any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property
4. Changes in payeeship, conservatorship;
5. Refusal of client or client's guardian or payee to pay room and board or service contribution.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues;
4. Police involvement.

II. Incidents Related to Agencies (report to Residential or Employment Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for any period;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability

III. Protective Services

A. Contractor and contractor's employees and agents shall immediately report to an individual's Service Coordinator if there is reason to believe an individual needs protective services. If the individual's Service Coordinator is unavailable, reporting party shall contact the Back Up Service Coordinator/Family Consultant. Protective services are available to individuals who meet the following criteria:

Individuals who are 18 years of age or older, are provided services by the Multnomah County Developmental Disabilities Services Division, and are abused or threatened with abuse through the individual's or another's action or inaction. Abuse is defined in this section to include, but not be limited to any death caused by other than accidental or natural means, physical abuse including the use of excessive force, neglect, sexual abuse including harassment and exploitation (including any sexual contact between an employee of an agency and the adult served), verbal abuse, or the withholding of an individual's regular meal, personal property and/or financial exploitation, medication or aid to physical functioning.

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B. County Protective Services may include assistance with:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Recommendation for counseling for the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. (Neither staff of CONTRACTOR nor a Service Coordinator has authority to consent to medical procedures on behalf of an individual.)
6. Securing a guardian, civil commitment or other protective placement as needed.
7. Assisting the individual, through referral, to assure his/her receipt of rights and entitlement due the adult at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

1.1.2, III, C, 1 - Prior Written Approval

Notwithstanding CONTRACTOR'S obligation for immediate response to client health and safety concerns (as defined in 1.1.2, III, A), CONTRACTOR shall request and receive written authorization from the Protective Services Unit before conducting any internal investigation. Conduct requiring prior written approval includes, but is not limited to, interviewing/questioning alleged victim, interviewing/questioning alleged perpetrator, interviewing/questioning witnesses of alleged abuse or screening, purging or editing Incident Reports regarding incidents or allegations at issue.

CONTRACTOR will fully cooperate with and give priority to protective service investigations.

1.1.2, III, C, 2 - Monetary Fine Schedule

The DIVISION may fine CONTRACTOR for non compliance with Condition Number 1.1.2, III, C, 1 and/or take additional administrative action after investigation and/or review by DIVISION Protective Services staff. DIVISION Operations and Protective Services Manager may either provide a written notice for the first occurrence of prohibited conduct within a contract cycle (fiscal year) or may levy a \$500.00 fine. Second and subsequent occurrences of prohibited conduct within a contract cycle (fiscal year) will result in DIVISION Operations and Protective Services Manager levying a \$750.00 fine for each occurrence.

1.1.3 DISCRIMINATION OF THE BASIS OF HIV OR PRESUMED HIV STATUS

CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with developmental disabilities 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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served.

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 to whom the information shall be released and the specific purpose for disclosure.

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4. Include an expiration date.

1.1.4 PAYMENT DURING PERIODS OF ABSENCE

CONTRACTOR agrees to inform COUNTY in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon submission and approval of a Vacancy Plan, COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- 3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility (specific site) where he/she is enrolled, back to the date of the vacancy.

Plans must be submitted to the COUNTY Program Development Specialist within 3 working days of the vacancy.

1.1.5 TRANSITION PLANNING

In the event that one or more of CONTRACTOR'S service delivery sites are to be transferred to another provider, CONTRACTOR agrees to participate in the development of and adherence to the DIVISION Transition Plan. DIVISION reserves the right to withhold CONTRACTOR'S final payment of the service delivery site(s) pending implementation of the Transition Plan.

1.1.6 CULTURAL COMPETENCY PLAN

SEE ATTACHMENT G

1.1.7 CONTRACTOR STAFF/CONSUMER RELATIONSHIPS

SEE ATTACHMENT G

1.1.8 VARIANCE REQUESTS

CONTRACTOR will submit all variance requests to the appropriate County Program Development Specialist on the form provided and required by DHS.

2. DD45 NURSING HOME SERVICES

2.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

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2.2 PERFORMANCE REQUIREMENTS

CONTRACTOR will work with the assigned County Developmental Disabilities Services Division Service Coordinator to recruit and maintain a list of the individuals needed to provide the supports.

Upon receipt of a written notification by the COUNTY, CONTRACTOR shall issue a contract for services to the Provider. The authorization will list the name of the individual, service type, maximum dollar amount authorized and the time period for the service provided.

Monthly reports will be issued to the COUNTY that summarize the individual's name, amount authorized, type of service, provider, amount expended, service dates and balance per contract.

2.3 PAYMENT PROCEDURES

Monies for nursing home reform will be disbursed through equal monthly allotments adjusted to actual reported expenditures. Cumulative payments will not exceed total amount for each contract year. Final payment is based on actual expenditures as reported on the final Department of Community and Family Services Monthly Expenditure Report. Payment procedures and policy will follow General Conditions of this contract.

3. DD47 - SEMI-INDEPENDENT LIVING PROGRAMS

3.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Semi-Independent Living Programs (DD47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, aid recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

3.1.2 PERFORMANCE REQUIREMENTS

Providers of Semi-Independent Living Programs (DD47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.

All individuals receiving DD47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

3.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirement.

3.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

Total Department payment for all DD47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD47 Services as specified in the that line of the Financial Assistance Award.

Department will not pay for any units of DD47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

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If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD47 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD47 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award

3.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR shall forward copies of Self-Assessment Checklists and Plans of Improvement for certification by the State Department of Human Services to the Program Development Specialist 120 calendar days prior to expiration of certification.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days. Failure to do so may result in retroactive recovery of service dollars.

COUNTY reserves the right to reassign the service payment if a vacancy is not filled within 60 days. If the needs of the individual referred to a program vacancy cannot be met by that program, CONTRACTOR shall inform the COUNTY Residential Program Development Specialist in writing, stating the specific needs of the individual that cannot be met by that program. This notification should be given within ten days, but not more than 30 days after the receipt of the referral packet.

4. DD49 – SELF-DIRECTED SUPPORT SERVICES

4.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

4.1.1. SERVICE DESCRIPTION

Self-Directed Support Services (DD49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

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4.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD49 Services funded through this Agreement must expend DD49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD57), Start-Up, Part C of the Financial Assistance Award.

D. Project Evaluation: If requested by Department, Providers of DD49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

4.1.3 SPECIAL REPORTING REQUIREMENTS

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

4.1.4 PAYMENT PROCEDURES

A. Basis of Payment: Department payment for DD49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section 11.C. of this Service Description for DD49.
2. Total Department payment for all DD49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
 2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD49 Services.
 3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

5. DD50 - RESIDENTIAL FACILITIES

5.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Residential Facilities (DD50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

5.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.
- B. All individuals receiving DD50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.
- E. Providers of DD50 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

5.1.3 SPECIAL REPORTING REQUIREMENTS

A. Definition of Service, Reporting of Absences Termination of Services

1. For purposes of this Agreement, an individual shall be considered to have received DD50 Services only when one of the following conditions is met:
 - a. The individual is residing at the Provider's facility; or

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b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or

c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.

2. County must notify Department when an individual enrolled in DD50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.

3. An individual enrolled in CPMS in DD50 Services must be reported in CPMS as terminated from a Provider's DD50 Services when the individual is no longer receiving DD50 Services as defined in section 5.1.3 of this Service Description. The CPMS termination date must be listed as the last day the individual received DD50 Services as defined in section 5.1.3 of this Service Description.

B. Residential Outcome Measures: Providers of DD50 Services funded through this Agreement must submit report that include data that measure individual and program outcomes, using forms and procedures designated by Department.

C. Vacancy Reserve Fund: Providers of DD50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.

D. Direct Care Staff Wages and Turnover. Providers of DD50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

5.1.4 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD50 Services delivered (as defined in 5.1.3 above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD50 Services as specified in that line of the Financial Assistance Award.

2. If a unit of DD50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3. Department will reduce payment for DD50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

4. Department will not pay for any units of DD50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

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6. Department is not obligated to pay for any DD50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate by that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD50 Service capacity that is not utilized, as opposed to the normal DD50 Services payment methodology which provides only for payment for DD50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD50 Service capacity in order to ensure the availability of DD50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD50 Service capacity in service element DD57 (DD Special Projects, Start-Up).

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 RESIDENTIAL PROGRAMS

CONTRACTOR agrees to enter into written financial agreements with all individuals receiving services, their guardians or conservators. This agreement shall include:

Full disclosure of all financial obligations of the individual receiving services to the CONTRACTOR, including offset payments, a general statement of the financial services the CONTRACTOR will provide to the individual receiving services, and a statement of acceptance or rejection of these services by the individual receiving services.

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

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During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment. Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.
5. Vocational staff to be available to assist with day activities and supervision during periods of supervision during periods of unemployment.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. An individual or any member of the ISP team can request a meeting.

5.2.2 REPORTING REQUIREMENTS

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for licensing by State Department of Human Services.

TO: Operations Unit Senior Analyst

DEADLINE: 120 calendar days prior to expiration of State license.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation,
- b. on vacation,
- c. incarcerated,
- d. on convalescent leave in a SNF,
- e. in a psychiatric hospital, or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit

Failure to provide written notification may result in retroactive recovery of assigned service dollars.

5.2.3 PAYMENT PROCEDURES

Payment is based upon a daily rate for each eligible client actually served as documented through CPMS enrollment. Payments will be reduced by the amount of client resources received by the residential program in support of client services provided.

COUNTY will pay for vacancies for people who are eligible to remain CPMS enrolled as follows:

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition 1.1.5), COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
 - 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital;
- and

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3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit. In all cases, the COUNTY approved Vacancy Plan must include the person returning to the residential facility (specific site) from which they became absent.

In exceptional circumstances, CONTRACTOR may submit a DHS Residential Vacancy Payment Exception Request to the COUNTY. This request must be submitted to the COUNTY within three (3) working days of the termination of the COUNTY approved vacancy payment or termination of CPMS enrollment. This method of payment will be used when COUNTY approved CONTRACTOR Vacancy Plan includes holding a slot for an identified person who will be served in the near future or when CONTRACTOR Prudent Reserve Fund has been depleted. Vacancy payments at this level will follow standard Start Up Funding procedures as outlined in Special Contract Condition Number 19.

COUNTY may unilaterally recover funding for vacancies listed above if the person does not return to the residential facility (specific site) where he/she is enrolled.

COUNTY may periodically adjust funding to reflect the actual services delivered (non vacancy days) as reported in CPMS.

6. DD51-SUPPORTED LIVING PROGRAMS

6.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

6.1.1 SERVICE DESCRIPTION

Supported Living Services (DD51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

6.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.

B. All individuals receiving DD51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Providers of DD51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

6.1.3 SPECIAL REPORTING REQUIREMENTS

Direct Care Staff Wages and Turnover. Providers of DD51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

6.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Total Department payment for all DD51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD51 Services as specified in that line of the Financial Assistance Award.
2. Department will reduce payment for DD51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.

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3. Department will not pay for any units of DD51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. Department is not obligated to pay for any DD51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD51 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

6.2 MULTNOMAH COUNTY REQUIREMENTS

6.2.1 SERVICE DESCRIPTION

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

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1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment (minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);
4. Timelines for implementation of the unemployment plan.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. The individual or any member of the ISP team can request a meeting.

Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for certification by State Department of Human Services.

TO: Residential Program Development Specialist

DEADLINE: 120 calendar days prior to expiration of State certificate.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

6.2.2 REPORTING REQUIREMENTS

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition Number 1.1.5), COUNTY will pay:

- up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- up to 90 days for people who are on convalescent leave in a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility where he/she is enrolled.

CONTRACTOR agrees to identify the number of hours of direct service each person will receive per month and enter that information into the Individual Support Plan.

6.2.3 PERFORMANCE REQUIREMENTS

CONTRACTOR agrees to adhere to specific requirements outlined in Attachment A .

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CONTRACTOR agrees to assist individuals in maintaining Medicaid eligibility.

7. DD53 - EMPLOYMENT TRANSPORTATION

7.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

7.1.1 SERVICE DESCRIPTION

Transportation Services (DD53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

7.1.2 PERFORMANCE REQUIREMENTS

All individuals receiving DD53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD54), Residential Facilities (DD50) Services, Supported Living Services (DD51), and/or Non-Relative Foster Homes (DD58) Services.

7.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirements.

7.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial

Assistance Award, as such schedule may be amended from time to time, for DD53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

- 1.Total Department payment for all DD53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD53 Services as specified in the that line of the Financial Assistance Award.
- 2.Department will not pay for any units of DD53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 3.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 4.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD53 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

7.2 MULTNOMAH COUNTY REQUIREMENTS

7.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

7.2.1.1 SERVICES

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to individuals as ordered by COUNTY's Transportation Program Development Technician.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met by noon of the day prior to the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and will provide assistance to all passengers upon entering and leaving Tri-Met vehicles. Tri-Met drivers shall not leave individuals at unattended group homes, residence or work site. In such an event, driver shall transport the individual to an alternate site, after consulting residential or vocational agency representative. Tri-Met shall not provide rides for individuals who require ambulance service due to medical disabilities. The COUNTY shall be responsible for informing individuals of the scope of service to be rendered by Tri-Met under this agreement.

Guaranteed Ridership - Hours of guaranteed ridership shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.

Premium Service - Individualized transportation ordered by COUNTY utilizing cab services.

7.2.1.2 COMPENSATION

Payment will be made monthly for individual rides upon submission of required billing. Payment for premium service will be based on actual cab expense.

No-shows will be considered the equivalent of one ride; two late cancellations (rides canceled later than 5:00 p.m. the day preceding the scheduled ride) will be considered the equivalent of one ride.

Tri-Met will submit a detailed monthly ridership billing statement including:

- A. Summary of trips by charge code for each month;
- B. Summary of trips by purpose;
- C. Subtotal of cost for each rider;
- D. Summary of premium rides;
- E. Summary of no-shows and late cancellations.

Tri-Met shall assure sufficient matching funds to continue existing level of ridership.

7.2.1.3 SUBCONTRACTORS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.

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7.3 TRANSPORTATION - NON-TRI-MET: SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

Modes of transportation may include vehicles maintained by CONTRACTOR (door-to-door or curb-to-curb, depending on individual needs), escorting individuals on public fixed route buses or escorting individuals on public door-to-door vehicles.

CONTRACTOR will assess all riders to determine capability for being independent in transport in preparation for annual ISP.

CONTRACTOR may collect \$15.00 per rider per month to offset cost of transportation.

CONTRACTOR will report *within 24 hours*, to COUNTY Employment Program Development Specialist, all traffic accidents, incidents, or tickets that occur when DD funded individuals are passengers.

7.3.1 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Employment Program Development Specialist, or their appointee, an itemized statement of services by the 5th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such statement. Statement shall include name, dates of service and rates. (Copy included as page 3 of 3.)

7.3.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 2000 and ordered by COUNTY Employment Program Development Specialist.

7.3.3 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

7.3.4 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed as stated in the agreement.

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SAMPLE INVOICE
DD53 - EMPLOYMENT TRANSPORTATION

VENDOR NAME	ADDRESS	PHONE NO.
INVOICE FOR: _____ Month, _____ Yr	INVOICE NO. _____	
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
TOTAL AMOUNT DUE:		
\$		

Return this form no later than the 5th of the month to:
Employment PDS
Multnomah County Developmental Disabilities Services Division
421 SW Sixth Ave., Suite 400
Portland, OR 97204

Signature	Date	
OFFICE USE ONLY:		
VENDOR NO.	RELEASE ORDER NO.	RELEASE ORDER ITEM NO.
GOODS RECEIPT NO.	SIGNATURE	DATE

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8. DD54 - EMPLOYMENT AND ALTERNATIVE TO EMPLOYMENT SERVICES

8.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

8.1.2 PERFORMANCE REQUIREMENTS

Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

8.1.3 SPECIAL REPORTING REQUIREMENTS

Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:

a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1 300 through 309-041-1 370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or

b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or

c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or

d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or

e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance,

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while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2.County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3.An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's 00 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

8.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1.Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.

2.If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3.Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

4.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

5.Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

6.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

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Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 PERFORMANCE REQUIREMENTS

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. Forms with specified reporting period will be provided by COUNTY Employment Development Specialist.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

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8.2.2 CLOSURE

For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of developmental disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

8.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

Individual and his/her guardian express a desire to be served elsewhere;

B. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

8.2.4 UNEMPLOYMENT

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

Options to be provided during periods of unemployment;

Clear delineation of ISP team member roles;

Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

Timelines for implementation of the unemployment plan;

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Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor. COUNTY reserves the right to retain funding during this 60 day period.

8.2.5 ALTERNATIVES TO EMPLOYMENT SERVICES

Alternatives to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and are conducted away from the individual's residence.

CONTRACTOR may expend DD54 funds to provide a minimum of 20 hours per week of alternative to employment services only if it is the individual's or ISP team's choice of alternatives and ISP Team approves the ATE plan provided by CONTRACTOR.

9. DD56 - RENT SUBSIDY

9.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Rent Subsidies (DD56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

- rent or mortgage costs;
- utility costs (including heat, electricity, basic cable television, water, sewer, sanitation services, and basic telephone costs);
- fire and liability insurance on the facility;
- maintenance and cleaning supplies/services;
- maintenance, repair or replacement of household appliances, furnishings or fixtures;
- capital expenditure on personal and/or real property needed for the facility;
- other similar costs approved in writing by Department.

A. All individuals receiving DD56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. Providers of DD56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable local housing authority, for the individuals to whom the Provider furnishes DD56 Services under this Agreement, and/or for the residential sites at which such individuals resides. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

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9.1.2 SPECIAL REPORTING REQUIREMENTS

A. Notification that other subsidies have been obtained: Providers of DD56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:

1. The names of individuals and/or facilities for which subsidies have been approved;
2. The sources and amounts of the subsidies itemized by individual and/or by facility;
3. The effective dates of the subsidies.

B. Application for new or renewed DD56 Services: The award for DD56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

9.1.3 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Department may reduce DD56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
2. Total Department payment for all DD56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD56 Services as specified in that line of the Financial Assistance Award.
3. Department will not pay for any units of DD56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD56 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

10. DD57 – DD SPECIAL PROJECTS

10.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

10.1.1 SERVICE DESCRIPTION

Developmental Disability Special Projects (DD57) are developmental disability services within the scope of ORS 430.630. DD57 Services are generally onetime-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

10.1.2 PERFORMANCE REQUIREMENTS

Providers of DD57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

- A. Services to be provided;
- B. The minimum number of individuals to be served, if applicable;
- C. Any tangible products to be produced and delivered to Department;
- D. Any other requirements the accomplishment of which is to be monitored in order to determine the County's minimum performance under this Agreement; and/or
- E. Any expenditure requirements or limitations.

10.1.3 SPECIAL REPORTING REQUIREMENTS

- A. Providers of DD57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.
- B. Expenditure reports: For each DD57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

Expenditure reports must be prepared: a) separately for each Special Project funded through this Agreement; and b) using forms and/or procedures designated by Department.

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10.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD57 Services in different ways, summarized as follows, and explained below:

Type of Award (Column 4 or Column 5 of Financial Assistance Award)	"Part" Code in Column One of Financial Assistance Award	Basis of Payment	Disbursement of Funds
Approved Service Funds	A	Delivery of services	Monthly allotments
Approved Service Funds	A	Reimbursement for actual expenditures	Monthly allotments
Approved Service Funds	C	Delivery of product	Invoice required
Approved Service Funds	C	Reimbursement for actual expenditures	Invoice required
Approved Start-Up	C	Reimbursement for actual expenditures	"Request for Payment of Start-Up Funds" required

A. DD57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.

b. Expenditure-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD57 Services under that line of the Financial Assistance Award during the period specified in that line and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award,, subject further to the conditions in section IV.C of this service description.

c. Product-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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- 2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD57 Services.
- 3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment Department payment for DD57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.

2. Disbursement: Department will disburse DD57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD57 Funds: In addition to the payment procedures specified separately above, for DD57 Approved Service Funds, and DD57 Approved Start-Up, the following payment procedures apply to all DD57 funds included in the Financial Assistance Award:

1. Basis of payment

a. Total payment for all DD57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD57 Services as specified in that line of the Financial Assistance Award.

b. Department is not obligated to pay for any DD57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.

11. DD58 NON-RELATIVE FOSTER HOMES

11.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

11.1.1 SERVICE DESCRIPTION

DD Non-Relative Foster Homes (DD58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

11.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. County must assist Department in licensing homes providing DD58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:

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1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.

2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.

3. Assistance to currently-licensed and potential new foster homes providing DD58 Services for individuals aged 18. and over, to meet statutory requirements for training and testing, by:

a. Maintaining and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;

b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

Department will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the homes and as required above.

C. County must provide DD48 Services (case management, including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD58 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

11.1.3 SPECIAL REPORTING REQUIREMENTS

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD58 Services funded by Department.

11.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set including but not limited to the state of the market for DD58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with III (G) in Special Reporting Requirement of this Agreement.

B. County shall not authorize, in aggregate, payments for DD58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

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D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.

F. Department is not obligated to pay for any DD58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

12. DD59 RELATIVE FOSTER HOMES

12.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

12.1.1 SERVICE DESCRIPTION

DD Relative Foster Homes (DD59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD59 Services Provider. DD59 Services include: 24 hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

12.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. An individual may receive DD59 Services funded by Department only if:

1. The individual was receiving DD59 Services funded by Department on June 30, 2001; or
2. County receives prior written approval from Department for the individual to receive DD59 Services funded by Department beginning on or after July 1, 2001.

C. County must provide DD48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD59 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

12.1.3 SPECIAL REPORTING REQUIREMENTS

A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD59 Services funded by Department:

1. Requests for contracts with new DD59 providers must be submitted at least 60 days prior to the first day of DD59 Services funded by Department;
2. Requests to renew contracts for existing DD59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and

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3. Requests to terminate contracts must be submitted no later than 30 days after termination of DD 59 Services funded by Department.

B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD59 Services funded by Department.

12.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.

B. County shall not authorize, in aggregate, payments for DD59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.

D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.

Department is not obligated to pay for any DD59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

13. SPECIAL RATE SERVICE RECIPIENTS

13.1 SERVICE DESCRIPTION

Special rate service recipients are non-Community Integration Project (CIP) individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and may be withdrawn in the event a change in CONTRACTOR occurs. Special rate service recipients will be designated by their CPMS number in the contract.

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13.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR agrees to adhere to the individualized service plans and rates for special rate service recipients.

14. SYSTEMWIDE BROKERAGE SERVICES

14.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

14.1.1 SERVICE DESCRIPTION

The brokerage of funds is an administrative support service for individuals with developmental disabilities, their families, and the community programs that serve them.

The following funding categories are brokered: Adults' and Children's Short Term Diversion - DD44; Nursing Home Project - DD45; Community Waitlist SILP - DD47; Mobility Support - DD53; Moving Assistance; County General Fund - CGF; Diversion Administration - DD57; Training Respite - DD57; and Residential Support - DD57.

14.2 PERFORMANCE REQUIREMENTS

14.2.1 GENERAL

Upon receipt of written authorization by the COUNTY staff designated to authorize for each funding category, CONTRACTOR shall generate and manage a service agreement with the provider. At a minimum, the service agreement shall identify funding category, service type, consumer name, maximum amount authorized, authorization termination date, and deadline for billing. Service agreements shall inform providers that they must bill for services within 30 days after authorization termination date or they will not be reimbursed, since all authorizations are void at that time. If services have not been completed by authorization termination date but are still needed, the provider must ask the COUNTY Developmental Disabilities Services Division Service Coordinator or Family Consultant to request a new authorization and must wait to obtain approval before providing services. Service agreements must specify that CONTRACTOR will not reimburse more than the authorized amount.

When an authorization expires, CONTRACTOR shall notify provider in writing that no additional services may be provided and that billing must occur within 30 days. A copy of this notification shall be sent to the COUNTY Developmental Disabilities Service Division Service Coordinator or Family Consultant.

CONTRACTOR shall assign, at a minimum, 1.0 full time equivalent staff (FTE) to provide brokerage services. CONTRACTOR shall be flexible in response to payment requests. CONTRACTOR staff shall be available during business hours to receive authorizations from the COUNTY. Checks typically need to be disbursed once per week, however, on rare occasions, a check may need to be made available within a few hours.

Consultant Evaluation Process - CONTRACTOR to inform Service Coordinators/Family Consultants when an authorized service has been provided and the subsequent need for an evaluation. CONTRACTOR to use accumulated evaluation data to provide COUNTY with reports reflective of consumer satisfaction by consultant and with assigned service elements.

This funding is authorized by the COUNTY Developmental Disabilities Services Division work units.

If a provider has not already been selected by the COUNTY Developmental Disabilities Services Division Family Consultant, CONTRACTOR shall match a provider from the provider pool with the particular service need. If CONTRACTOR selects the provider, CONTRACTOR will inform the COUNTY Family Consultant prior to finalizing the match.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor. This summary shall include: individual served, service type authorized, provider name, amount authorized, amount paid, service period (dates), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Children's Consultation fund, total authorized, total expenditures, total remaining uncommitted.

14.2.2 PAYMENT PROCEDURES

Basis of payment for all brokered services is reimbursement for actual expenditures. Funds will be disbursed through equal monthly allotments. Cumulative payments will not exceed total annual amount for each contract year. Monthly allotments will be adjusted to actual expenditures as reported on Department of Community and Family Services Monthly Expenditure Report forms. Expenditures

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will include payments made to providers and reasonable itemized administrative expenses. Payment procedures and reports will follow existing COUNTY Department of Community and Family Services Requirements as outlined in the General Conditions for this contract.

Contractor is allocated an administrative flat fee of \$3,377.00 per month (this amount includes brokering of Diversion, which is reimbursed at a set amount of \$6,003.48 for the entire period of this contract). Administrative fees for Diversion are paid from DD57. All other service element administrative fees are paid from that service element, as negotiated in the annual contract with COUNTY.

14.3 MOBILITY SUPPORT (DD53)

Funding which pays for mobility training of adult consumers to enable them to travel independently to and from their COUNTY Developmental Disabilities Services Division funded day program and emergency non-medical transportation. CONTRACTOR shall pay for mobility training for consumers as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. CONTRACTOR shall pay for emergency non-medical transportation as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. The COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant shall locate and select the provider.

CONTRACTOR shall assure that Mobility Trainers submit a final report to the consumer's COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant within thirty days of completion of the mobility training. This report shall describe the outcome of the training (including progress made, future recommendations, assessment of the consumer's ability to travel independently). Final payment will not be made until report is received or when authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid (with number of mobility training hours indicated), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorization. In addition, financial data shall be aggregated to provide: Total annual amount in the Mobility Support fund, total authorized, total expenditures, total remaining uncommitted.

14.4 COMMUNITY WAITLIST SILP (DD47)

Funding authorized to be paid for consultants to provide support services to adults in their own homes (i.e. counseling, budgeting, behavior intervention, etc.). CONTRACTOR shall make payment for Community Waitlist SILP services as allocated by the COUNTY Developmental Disabilities Services Division Service Allocation Team (SAT) and authorized by the COUNTY Developmental Disabilities Services Division Residential Program Developmental Specialist. COUNTY Developmental Disabilities Services Division Service Coordinator shall locate a provider and match the provider with the service need.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Support Services Supervisor and Residential Program Developmental Specialist by the 10th of the following month. This summary shall include: individual served, provider, amount authorized, service period (dates), amount paid, date paid, and amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to include: Total annual amount in the Community Waitlist SILP fund, total authorized, total expenditures, and total remaining uncommitted.

14.5 NURSING HOME SUPPORT (DD45)

14.5.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

14.5.2 PERFORMANCE REQUIREMENTS

Services to be Provided: DD45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/ Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be

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revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities much complete for all residents, may be used to identify or clarify additional service needs.

Eligibility for Services: All individuals receiving DD45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.

Minimum Hours of Service: Providers of DD45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD45 Services funded through this Agreement, unless one of the following applies:

A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD45 Services to community activities and events may be included in computing the hours of Service.

For the first month that an individual is enrolled in CPMS in a Provider's DD45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

Record keeping:

Providers of DD45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD45 funds.

14.5.3 SPECIAL REPORTING REQUIREMENTS

County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD45 Services funded through this Agreement dies or moves out of a Nursing Facility.

An individual enrolled in CPMS in DD45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD45 Services for more than 30 consecutive days.

14.5.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

Total Department payment for all DD45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD45 Services as specified in that line of the Financial Assistance Award.

Department will not pay for any units of DD45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

Department is not obligated to pay for any DD45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

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The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD45 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD45 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.6 SHORT-TERM DIVERSION (DD44)

14.6.1 SERVICE DESCRIPTION

Diversion Services (DD44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD44 Services include, but are not limited to:

professional consultation; assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

14.6.2 PERFORMANCE REQUIREMENTS

Providers of DD44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.

All individuals receiving DD44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

14.6.3 SPECIAL REPORTING REQUIREMENTS

There are no special reporting requirements.

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14.6.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of the Agreement, subject to the following:

Total Department payment for all DD44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD44 Services as specified in that line of the Financial Assistance Award.

Department is not obligated to pay for any DD44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of the Agreement, whichever date is earlier.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD44 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

14.6.5 CONTRACT SETTLEMENT

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.7 TRAINING RESPITE – SPECIAL PROJECTS (DD57)

Funding which pays for respite services to allow supervision of residents so that foster care providers can attend COUNTY training programs.

CONTRACTOR shall make payment for respite services for Adult Foster Care provider or family as authorized by the COUNTY Developmental Disabilities Services Division Training Program Development Specialist. Adult Foster Care provider or family is responsible for locating their own respite provider and therefore CONTRACTOR does not recruit, train, or monitor providers.

14.8 RESIDENTIAL SUPPORT – SPECIAL PROJECTS (DD57)

This funding pays for residential support services for designated individuals.

CONTRACTOR shall make payment for residential support as authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor with a copy to the Residential Program Development Specialist. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to provide: total annual amount in the fund, total authorized, total expenditures, total remaining uncommitted.

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14.9 MOVING ASSISTANCE (COUNTY GENERAL FUND)

Funding which pays for moving of individuals from one residence to another. CONTRACTOR shall make payment for moving assistance services as allocated by the COUNTY Developmental Disabilities Services Division work units.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division work units in conjunction with the Service Coordinator. CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor.

This summary shall include: individual served, service type authorized, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Moving Assistance fund, total authorized, total expenditures, total remaining uncommitted.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Training Coordinator by the 10th of the following month. This summary shall include: adult foster care provider or family served, name of the individual case managed by Multnomah County Developmental Disabilities Services Division, class attended, amount authorized, service period (dates), amount paid (including number of hours x rate = total), and date paid.

In addition, financial data shall be aggregated to include: total annual amount in the Training Respite Services fund, total authorized, total expenditures, and total remaining uncommitted.

14.10 MCKINNEY SERVICES (HUD)

This provision covers services for homeless adults to promote stability and independent living with a goal of 70% of participants remaining in permanent housing for at least one year after completing program. The COUNTY Developmental Disabilities Services Division Service Coordinator will complete a housing and living skills assessment to determine the needed specific services. Most consumers will need 12 to 30 hours monthly of direct one-to-one independent living assistance. In some instances the service may be provided in a small group setting (e.g., meal planning, recreational activities). The provider will develop an individual housing case plan and household budget. Number of hours of assistance needed per month and schedule of activities will be determined based on needs of the individual. Services will be delivered in the most natural and logical setting for each individual. Most often this will be in the consumer's home or immediate community.

CONTRACTOR shall pay providers for services as authorized by each consumer's COUNTY Developmental Disabilities Services Division Service Coordinator. The COUNTY Developmental Disabilities Services Division Service Coordinator will match the provider with the service need. CONTRACTOR shall make a list of providers available to the COUNTY Developmental Disabilities Services Division Service Coordinator. CONTRACTOR shall work with the COUNTY Developmental Disabilities Services Division Special Services Supervisor in the recruitment and maintenance of providers. CONTRACTOR shall assure that the provider will provide a written progress report monthly to the Special Services Supervisor by the 10th of each month following the service month. CONTRACTOR shall withhold reimbursement until such reports are received.

15 DIAGNOSIS AND EVALUATION SERVICES

15.1 MULTNOMAH COUNTY REQUIREMENTS

15.1.1 SERVICES - PSYCHOLOGISTS

CONTRACTOR agrees to provide a psychological evaluation on all individuals referred for services, in keeping with standards for same.

CONTRACTOR agrees to provide a written report for each evaluation component performed in accordance with proposed standards for same.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by County Program Development Staff on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid Administrative Examination, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per

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person basis. Billing will be initiated after the reports have been completed and sent to the Crisis/Diversion Program Development Specialist:

For those individuals identified as billed to Multnomah County D&E, CONTRACTOR will submit a detailed bill to:

Operations Administrator
Multnomah County
Developmental Disabilities Services Division
421 SW Sixth Avenue, Suite 400
Portland OR 97204-1621

For those individuals identified as billed to Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.2 SERVICES - PSYCHIATRIC EVALUATIONS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Oregon Health Plan, Medicaid

Administrative Examination, Medicare and other sources will be identified as the payment source. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those evaluations identified as Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.3 SERVICES - ON-SITE PSYCHIATRIC CONSULTATION

Doctor agrees to provide the following services:

1. On-site evaluation and medication management for individuals who have Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage. Doctor will be reimbursed for these services by separately billing those sources.

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2. On-site evaluation and medication management for individuals who have no Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage.
3. On-site consultation (professional advice provided to Service Coordinators and other COUNTY staff concerning a specific client).

Doctor will be reimbursed at the rate of \$62.50 an hour as payment for services 2. and 3. above.

4. Minimal telephone consultation between scheduled consultations at the COUNTY office, at no additional charge, if an emergency situation occurs and if not excessive. Should CONTRACTOR believe such calls have become excessive, COUNTY and CONTRACTOR shall renegotiate.

COUNTY staff shall generate weekly agenda and schedule of patients to be seen. COUNTY staff shall provide referral information to CONTRACTOR.

Consultation services in addition to the contracted number of hours per week at the COUNTY office, which therefore would require additional funding, shall require authorization from the Crisis/Diversion Program Development Specialist.

Once authorization is provided, CONTRACTOR shall then bill for such additional services.

Doctor will document Evaluation reports, Physicians Orders, and Progress Notes on forms provided by the COUNTY. Should COUNTY request an additional more detailed report, this would require COUNTY authorization since this involves additional funding.

15.1.3.1 SCHEDULE OF PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

CONTRACTOR to submit a monthly bill to:

Operations Administrator
Multnomah County Developmental Disabilities Services Division
421 S.W. Sixth Avenue, Suite 400
Portland, OR 97204-1621

Reimbursement is based on \$62.50 an hour and is limited to contracted number of hours per week unless additional hours are authorized by the D & E Co-ordinator.

15.1.4 STANDARDS FOR PSYCHOLOGICAL EVALUATIONS

A psychological assessment shall be performed by a Psychologist licensed under applicable Oregon Statutes.

A psychological evaluation shall address the referral issues and may include the following:

1. An appropriate individual test of intellectual capacity.
2. An Adaptive Behavior assessment.
3. An Academic Achievement test (required on children of school age)
4. An overall description of individual's general sensory, perceptual and motor development; speech, language, communication, and comprehensive skills; and any behavioral difficulties of note.
5. An assessment of personality/social functioning.

The psychologist may administer one or more of the individually administered general intelligence tests, adaptive level protocols, academic achievement tests and personality protocols/projective tests which will provide a direct and meaningful measure of each individual's level of function.

The psychologist shall assess and define mental retardation in accordance with the criteria established by the American Association on Mental Deficiency, 1977 Revision, as follows:

Mental retardation is defined as: Sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior, and manifested during the developmental period (age 0-18). The definition of mental retardation requires that an individual manifest

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deficiencies in both adaptive behavior and intellectual functioning. General intellectual functioning is defined as: The results obtained by assessment with one or more of the individually administered general intelligence tests developed for that purpose.

Significantly sub-average is defined as: IQ more than two standard deviations below the mean for the test.

Adaptive behavior is defined as: The effectiveness or degree with which an individual meets the standards of personal independence and social responsibility expected for age and cultural group.

Developmental period is defined as: The period of time between birth and the 18th birthday.

For individuals over the age of six (6), the psychologist shall report a diagnostic level of mental retardation referencing each individual's level of general intellectual and adaptive behavior functioning in accordance with the criteria established by the American Association of Mental Deficiency, 1977 Revision, for each individual tested and evaluated. The psychologist shall also report his/her diagnostic impression of the individual in accordance with Diagnostic Criterion from American Psychiatric Association Diagnostic and Statistical Manual IV.

In reporting test results, the psychologist shall indicate whether in her/his professional opinion the current scores are a valid and realistic appraisal of the innate abilities and skills of the individual being evaluated. If such is not the case, the psychologist should appropriately preface the reporting of the scores in such a manner noting and detailing her/his professional concern(s).

Previous test scores, if available, should be referenced in the report of person's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, in the two comparable test scores and the significance, or insignificance, of the resultant comparison.

The written psychological report shall include:

- Source of and reason for referral;
- Brief prior evaluation history, if relevant;
- Assessment procedures used;
- Behavior observation during evaluation;
- Current evaluation results, including actual test scores;
- Program and treatment recommendations which address the reason for referral.

All written reports shall contain recommendations which shall specifically address the problems and/or areas of concern identified on a particular individual as contained in COUNTY's Service Request form.

Psychologists are requested to submit the written results of the evaluation to the COUNTY D & E Coordinator within one week of the evaluation.

15.1.5 STANDARDS FOR MEDICAL EVALUATION

The medical evaluation should be done by a physician. The medical history may be taken by a qualified nurse or medical assistant. The medical evaluation shall consist of:

Medical History - to the extent available

Details of prenatal factors:

- course of pregnancy;
- use of drugs; and
- heredity disorders.

Details of delivery (any complications)

Immediate postpartum condition of the baby:

- apgar and score;
- respiratory distress; and
- other.

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Postnatal history of illness and accident during early childhood; i.e., cerebral insults, encephalitis, dehydration, cerebral concussion, and other.

Developmental landmarks;
Seizure history;
History of mental disorder;
Family history;
Present medications.

A standard physical examination with the results of the following included:

Eye exam and other visual tests as necessary;
Ear examination and any necessary audiometry tests;
A preliminary orthopedic screening examination;
Coordination tests as necessary;
Brief neurological examination (that is, reflexes, muscle functions, etc.);

Appropriate lab work (See laboratory procedure sheet);

A statement of impressions and recommendations of medical care and treatment;
Specialty examinations as recommended and necessary;
Speech and hearing screening; and
Dental Screening.

The following specifically describes the procedure to be followed when it appears that additional diagnostic evaluations, not previously requested, need to be performed:

A central contact person, designated by the CONTRACTOR, shall be responsible for calling the appropriate Crisis/Diversion Program Development Specialist assigned to the individual in question, when additional diagnostic component(s) appear necessary.

The central contact person shall state to the Crisis/Diversion Program Specialist the reasons for recommending that an additional diagnostic evaluation component(s) be performed. (If it becomes apparent that additional information is needed, the Crisis/Diversion Program Development Specialist will request to talk to the pertinent clinician recommending the additional evaluation.) At the time of the telephone contact, the Crisis/Diversion Program Development Specialist will verbally approve or deny the specific request for subsequent evaluation.

15.1.5.1 LABORATORY WORK-UP

15.1.5.1.1 ROUTINE LABORATORY WORK-UP

Definition: A routine laboratory work-up is one which is uniformly administered as a matter of procedural routine to meet minimum diagnostic standards.

Individuals affected: This laboratory work-up is to be ordered on all individuals being seen for medical evaluation under the terms of this contract.

Exceptions: The only exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test. For purposes of definition, a routine laboratory work-up is limited to the four tests listed below:

- 1) A complete blood count.
- 2) Urinalysis. Criteria: all clients
- 3) V.D.R.L. Criteria: all adults 16 years of age and older (exam to be performed at physician's discretion).
- 4) Pap Smear. Criteria: all female adults 16 years of age and older (exam to be performed at physician's discretion).

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15.1.5.1.2 ADDITIONAL LAB WORK

Definition: Additional lab work is any lab work identified by the provider as being necessary in the evaluation of a client, which exceeds those outlined above in the Routine Lab Work-up.

Individuals Affected: Additional lab work is to be ordered on a per-person basis according to the criteria that one or more of the medical conditions stipulated below are present.

Exceptions: Exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test.

Chemistry Screen (S.M.A.C. Test) Criteria: all patients who are over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- hyperlipidemia;
- diabetes;
- hypertension;
- kidney disease;
- hepatitis or liver disease.

Chest X-Ray (PA and Lateral) Criteria: all patients who are cigarette smokers over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- asthma;
- chronic bronchitis or emphysema;
- pneumonia;
- tuberculosis;
- cardiovascular disease.

Electrocardiogram Criteria: all patients who are over the age of 50 and/or demonstrate a history or a physical exam suggestive of:

- hypertension;
- cardiovascular disease.

Electroencephalogram Criteria: all patients who have a previous diagnosis of epilepsy and/or demonstrate a history or physical exam suggestive of epilepsy.

15.1.6 STANDARDS FOR AUGMENTATIVE COMMUNICATION EVALUATIONS

An Augmentative Communication (hereafter referred to as A/C) evaluation shall be conducted by a multidisciplinary A/C specialty team directed by a certified speech-language pathologist. Depending on the needs and abilities of the individual who is being assessed, the team shall consist of all or some of the following specialists: a certified speech-language pathologist, a registered and licensed occupational therapist, a registered and licensed physical therapist, a psychiatrist, and a licensed clinical social worker.

A "certified speech-language pathologist" is a person who has earned at least a Master's degree in speech-language pathology from an accredited university, has completed a supervised clinical fellowship year and has passed the national examination in communication disorders resulting in the Certificate of Clinical Competence, and holds Oregon State licensure. A "registered and licensed physical therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure. A "registered and licensed occupational therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure.

A Physiatrist is a physician who specializes in physical medicine and rehabilitation.

A "licensed clinical social worker" is a person who has received at least a Master's degree in social work from an accredited university, and holds Oregon State licensure.

An Augmentative Communication evaluation shall include:

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A communication needs assessment to determine validity of communication augmentation from the individual;

An abilities assessment to determine:

- Communication, language comprehension and production abilities;
- Articulation, oral motor, and voicing abilities;
- Cognitive abilities related to functional communication (e.g., problem solving, memory and representational skills);
- Gross and fine motor abilities;
- Visual-perceptual abilities.

Assessments within each of the above categories will be conducted as related to the abilities required to use various A/C techniques for functional communication.

The administration of standardized tests for the assessment of the above abilities is not required for the A/C evaluation. Rather the assessment generally will be conducted through skilled clinical observation and interviews with the client and significant other in his/her communication environment. When appropriate, adaptations of standardized clinical tests within the fields of speech-language pathology, occupational and physical therapy will be administered.

A/C techniques, components and strategies will be selected to meet the general communication needs and abilities of the individual. A preliminary clinical trial will be introduced, with selected A/C techniques, components and strategies to judge the appropriateness of recommendations.

An "augmentative communication technique" refers to a method of transmitting information between two individuals that supplements oral speech. Examples of A/C techniques include: communication boards and books, gestures, manual signs, facial expressions, eye gaze and pointing, writing and electronic communication aids.

An "augmentative communication strategy" refers to a specific behavioral rule or cues that are used by communicators so the A/C techniques result in effective, efficient and appropriate communication. For example, A/C strategies help a communication board user send messages to impatient listeners, clarify a message that is not understood by others, or stabilize a hand for faster typing.

The A/C team shall report its clinical impressions and recommendation for A/C techniques, components and strategies. In reporting the evaluation results, the team members shall indicate whether, in their professional opinion, the report is a valid and realistic appraisal of the innate abilities and skills of the client being evaluated. If such is not the case, the team should appropriately preface the report in such a manner noting and detailing their professional concern(s).

Previous speech-language pathology reports that address augmentative communication, if available, should be referenced in the report of the client's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, of the different reports.

The written A/C report shall include:

- A statement of referral questions raised by the client and his/her communication partners that led to the evaluation;

- The communication needs that were identified;

- The minimal abilities that were demonstrated for the operation of various communication techniques;

- Recommendations for A/C techniques, components and strategies that will augment the individual's current communication behavior, if appropriate;

If no A/C techniques, components or strategies are recommended, the report will include a descriptive statement and reasons why no augmentation is recommended.

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SCHEDULE I

ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report.....	\$121.00
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient.....	\$ 64.00
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided.....	\$ 66.00
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.....	\$ 93.00
810AP	Psychologist or Psychiatrist; Intellectual Assessment.....	\$128.00
815AP	Psychologist or Psychiatrist; Personality Assessment.....	\$ 43.00
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).....	\$342.00
908OM	(Does not require prior authorization) Psychologist; Administrative Records Report based on existing medical records in the provider's office.....	\$ 10.00
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).....	\$ 74.00

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16. HCSO HOUSING FUNDS

Any funds received by CONTRACTOR from the Oregon Housing and Community Services Department (hereinafter referred to as HCSD) for purposes authorized by the State DHS are subject to the following special conditions:

1.CONTRACTOR will work with the COUNTY and State DHS to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DDSD-funded residential services.

2.For each Minor Housing Project to receive State DD funds from HCSD, CONTRACTOR will submit a facility plan and cost estimates, in a form prescribed by the State DHS. Facility plans will be submitted to the State DD Housing Development Section.

3.Contingent on the State DHS's DD Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSD directly to the provider operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both the COUNTY and the State DHS.

4.CONTRACTOR will perform or cause to be performed, all work described in the approved facility plan(s) within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved plan.

TAX EXEMPT STATUS

DD50 CONTRACTORS occupying housing developed with financing authorized by DHS and obtained through HCSD must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to the COUNTY upon request.

17. EQUIPMENT ACQUIRED WITH DIVERSION (DD44), (DD57) FUNDS

17.1 INVENTORY

CONTRACTOR will complete and keep on file an inventory by location of all items costing \$250 or more each and purchased with State DHS funds. Inventory must be made available to COUNTY or State upon request.

17.2 EQUIPMENT USE

The equipment must be used for the services for which funds were originally approved by the State DHS. Use of such equipment must continue for the useful life of the item or five years, whichever is less, except as follows:

- a.Prior approval is obtained from the State DHS for alternative use.
- b. The item is lost or rendered useless for reasons other than through negligence on the part of the CONTRACTOR.
- c.Funds for the operation of the programs or services in the facility are discontinued due to loss of funding available to the State DHS.

18. START-UP FUNDS

18.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

State Intergovernmental Agreement and State Department of Human Services Financial Procedures Manual are incorporated in the COUNTY requirements below.

18.2 MULTNOMAH COUNTY REQUIREMENTS

18.2.1 PROGRAM START-UP CONDITIONS

Start-up funds awarded in this contract amendment or other amendments which are made part of this contract, unless otherwise so stated, will be paid subject to the following special conditions:

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Reimbursement for all expenditures is contingent on COUNTY approval of a line-item budget showing proposed expenditures of all Division funds and an expenditure report which documents actual expenditures of all funds. An expenditure report is due to the COUNTY 60 days after services are initiated. Please see requirements for Start-up Payments below for detailed instructions.

Expenditures for personnel services or services and supply items shall be documented in an expenditure report which shows actual direct service expenditures related to the project by employee name and position and uses the same service/supply categories contained in the line-item budget.

Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory listing. CONTRACTOR agrees to maintain documentation and receipts for all items purchased. Such documentation is subject to financial review by the COUNTY.

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

Items purchased such as furnishings, fixtures, vehicles, computers and other special equipment, must be used for purposes described in this contract, and for specifically named clients if approved as such, for the expected useful life of the item or five years, whichever is less, except as follows:

- A. Prior approval is obtained from the COUNTY for an alternative use;
- B. The equipment is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

Failure of the CONTRACTOR to comply with the terms stated above shall result in repayment to the COUNTY of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The COUNTY may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in the Agreement.

Expenditures for facility renovation, including leasehold improvements or other capital projects shall be documented in an expenditure report. CONTRACTOR will maintain a file of receipts for all materials and services. Facility renovations, including leasehold improvements, that cost \$5,000 or more must be secured with a Trust Deed in favor of the State Department of Human Services as described below. Detailed instructions for a Trust Deed are available upon request to the COUNTY.

An amount equal to 10% of the project cost may be withheld by the COUNTY pending approval of the Expenditure Report and completion of the work to the State Department of Human Services' satisfaction.

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Expenditures for acquisition of real property shall be subject to a trust deed in favor of the State Department of Human Services which shall only be released by the State Department of Human Services upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.

COUNTY or State Department of Human Services will disallow expenditures which are not documented or secured as described herein to the COUNTY's satisfaction. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

Vehicles purchased with funds provided under this contract or similar previous contracts shall be used exclusively for transporting clients of the service under which the funds were contracted. CONTRACTOR shall maintain a log of the use of such vehicle(s), which shall include dates, times, mileage, driver and passengers, and purpose and destination of each such vehicle usage.

Start-up funds are awarded for one-time-only expenses necessary to begin or expand services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

18.2.2 REQUIREMENTS FOR START-UP PAYMENT

As used in this section, State Department of Human Services refers to Oregon State Department of Human Services.

Reimbursement for all start-up expenses is subject to the COUNTY approval of a line-item budget which proposes the expenses to be incurred.

18.2.2.1 LINE-ITEM BUDGET FORMS

Start-up budgets must be submitted on the forms prescribed by the COUNTY. Budget proposals submitted on different forms will be returned.

18.2.2.2 REVISION OF LINE-ITEM BUDGETS

Unless the State Department of Human Services specifies otherwise revisions may be made between items proposed, without prior notification to the COUNTY, with the following limitations: Revisions moving more than 10% of the budget category total for which funds were approved to another budget category i.e., Personnel Services, Services and Supplies, and Capital Expenditures; Acquisition of capital items costing \$1,000 or more or acquisition of real property, that was not originally approved. If revised expenditures of this nature are decided upon following original approval of a line-item budget, a revised budget should be submitted to assure that the State Department of Human Services will approve.

18.2.3 EXPENDITURE REPORTS

An expenditure report must be submitted to the County DD Services Division Program no later than 60 days following the completion of the start-up phase (the date of service initiation).

The expenditure report must be submitted on a designated expenditure report form with the Budget Number and include the attachments described below:

18.2.4 PERSONAL SERVICES-EQUIPMENT-FURNISHINGS-FIXTURES-RENOVATIONS - INVENTORIES/DESCRIPTIONS AND RECEIPTS

Personnel expenses must be reported by employee name and position, and listed within the administrative, direct service or other categories in which they work, or will work after the commencement of services.

In addition to their inclusion in expenditure reports, purchases of equipment, furnishings, fixtures, facility renovation, and real property acquisition must be documented and/or secured as specified below in order to permit State Department of Human Services payment for such items.

Movable equipment and furnishings costing \$250 or more must be included in an inventory list aggregated by and specifying the facility address in which the items will be located and used. This list shall be attached to the expenditure report.

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The address of all facilities in which start-up funds are used for renovation and non-movable fixtures must be reported, and the renovations/fixtures listed and described.

Receipts must be retained by CONTRACTOR for all expenditures made with start-up funds.

18.2.5 DEDICATED USE REQUIREMENT DOCUMENTATION

Inventoried items must be used to provide the services (and for the individual, if specified) for which start-up funds were approved and for the individual, if specified, by the State Department of Human Services for the useful life of the item or five years, whichever is less, except as follows:

Prior approval is obtained from the State Department of Human Services for an alternative use;

The item is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

18.2.6 SECURITY INTERESTS AND MOTOR VEHICLES TITLE

Expenditures for vehicles, computers and other special equipment costing \$1,000 or more must also be reported, included in inventories and documented by receipts. In addition to these requirements, the State Department of Human Services will require copies of security interests executed by the CONTRACTOR, or in the case of vehicle purchases, copies of Motor Vehicle Titles listing the State Department of Human Services as a co-owner.

18.2.6.1 SECURITY INTERESTS

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State -
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

18.2.6.2 MOTOR VEHICLE TITLES

The CONTRACTOR must specify that the State Department of Human Services be listed as a co-owner of any vehicle purchased at least in part with start-up funds when registering the vehicle with the Motor Vehicles Division. A copy of the title specifying that the State Department of Human Services is a co-owner of the vehicle must be submitted by the CONTRACTOR to the State Department of Human Services within sixty (60) days of purchase of the vehicle.

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18.2.7 OBTAINING AND SUBMITTING TRUST DEEDS WHEN REAL PROPERTY IS ACQUIRED WITH START-UP FUNDS AWARDED BY THE DEVELOPMENTAL DISABILITIES SERVICES DIVISION

The following applies to leasehold improvements as well as to property owned by the CONTRACTOR:

A Trust Deed is required protecting the State Department of Human Services interests in real property renovated or acquired with state funds. A copy of the executed and recorded Trust Deed must be received by the State Department of Human Services for each such property within sixty (60) days of the purchase closure.

The following steps must be completed in order to obtain a Trust Deed. The CONTRACTOR (purchaser) must work with the COUNTY and the State Department of Human Services to complete these steps:

Final transfer of funds to acquire property, pay any renovation costs in the transfer, and pay closing costs must be accomplished through an escrow account. The escrow agency may be chosen by the COUNTY or the CONTRACTOR (purchaser) from any escrow agency licensed in Oregon.

As soon as possible, but no later than 15 working days prior to the proposed closing date the COUNTY must correspond with the State Department of Human Services for each property being acquired and indicate:

Escrow agent name, address, and phone number;

CONTRACTOR/buyer's full legal or corporate name;

Seller's full legal or corporate name;

The full address and the legal property description;

Proposed closing date.

The breakdown of start-up funds requested for:

- Down Payment
- Closing Costs
- Renovation

Following receipt of this information, the State Department of Human Services will issue copies of the Trust Deed and Escrow Instructions to the Escrow Agent. The Escrow Agent records the trust deed with the COUNTY and forwards a copy of the recorded trust deed to the State Department of Human Services.

18.2.8 DISBURSEMENT OF START-UP FUNDS

The COUNTY will generally provide cash in advance of up to 90% of the Start-up budget following approval of line-item budgets, but may withhold all or a portion of start-up funds to a CONTRACTOR to be issued as reimbursement following completion of designated requirements from among those listed above. The remaining 10% will be provided upon receipt of approved expenditure reports. The State Department of Human Services and/or the COUNTY will disallow expenditures, and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not documented or reported as described in this section.

MEETING DATE: July 19, 2001
AGENDA NO: C-8
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Oregon Commission for the Blind to purchase Vocational services for people with developmental disabilities.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: Community and Family Services DIVISION: Developmental Disabilities Services Div.

CONTACT: Rex Surface TELEPHONE #: (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Agreement with Oregon Commission for the Blind to purchase Vocational services for people with developmental disabilities.

07/19/01 originals to Lou Olson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 5:32



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Department of Community and Family Services

DATE: June 18, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with Oregon Commission for the Blind

- I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Intergovernmental Agreement with Oregon Commission for the Blind to purchase Vocational services for people with developmental disabilities for the period July 1, 2001 through June 30, 2002.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider of employment services to purchase Vocational services for people with developmental disabilities.
- III. **Financial Impact:** Funds for this contract are in the Department budget. These services are purchased on a requirements basis at a funding level of \$536,310.00. Funding for these services is via State Mental Health Grant.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **4600002338**

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>07-19-01</u> DEB BOGSTAD, BOARD CLERK </div>

Department: <u>Community and Family Services</u>	Division: <u>Developmental Disabilities</u>	Date: <u>June 18, 2001</u>
Originator: <u>Rex Surface</u>	Phone: <u>26353</u>	Bldg/Rm: <u>166/4</u>
Contact: <u>Tom Ochirero</u>	Phone: <u>29832</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Agreement to purchase Vocational services for people with developmental disabilities.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>4600000597</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION <u>IGA</u>	EXEMPTION EXPIRATION _____ ORS/AR _____
#/DATE: _____	DATE: _____ # _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>Oregon Commission for the Blind</u> Address <u>535 SE 12th</u> <u>Portland, OR 97214</u> Phone <u>503.731.3221</u> Employer ID# or SS# <u>93-6001718</u> Effective Date <u>July 1, 2001</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ <u>0</u> Total Amt of Previous Amendments \$ <u>0</u> Amount of Amendment \$ <u>0</u> Total Amount of Agreement \$ <u>0</u>	Remittance Address _____ (If different) Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <u>Invoice</u> <input checked="" type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input checked="" type="checkbox"/> Requirements \$ <u>536,310</u> Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

REQUIRED SIGNATURES

Department Manager <u><i>Lorenz Pae</i></u>	DATE <u>6/20/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Duff</i></u>	DATE <u>7/5/01</u>
County Chair <u><i>Chris J</i></u>	DATE <u>7-19-01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

SAP VENDOR CODE 26198						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Oregon Commission for the Blind (CONTRACTOR), and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is for County to contract with Oregon Commission for the Blind to provide Vocational services to people with developmental disabilities.

The parties agree as follows:

1. TERM The term of this Agreement shall be from July 1, 2001 to June 30, 2002. This Agreement may be renewed N/A.

2. RESPONSIBILITIES OF CONTRACTOR. CONTRACTOR agrees to provide Vocational services to people with developmental disabilities in accordance with County and State requirements for DD54 Vocational/Employment services as specified in Attachment A and as described in Attachment F, DDS Special Conditions included with and incorporated by reference into this Agreement.

3. RESPONSIBILITIES OF COUNTY. The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$536,310 for Vocational services provided to people with developmental disabilities as outlined below in **12. Additional Terms and Conditions.**

4. TERMINATION This Agreement may be terminated by either party upon 30 days written notice.

5. INDEMNIFICATION Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this Agreement.

6. INSURANCE Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.

8. NON-DISCRIMINATION Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. ACCESS TO RECORDS Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

11. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

a. Payment Terms and Reports: All Contracts

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, 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. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or 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 by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th, if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

d) 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.

b. Payment Terms and Reports: Case Rate

- 1) COUNTY shall pay amounts due to CONTRACTOR in equal monthly advanced allotments of annual contract amounts adjusted periodically to reflect:
- a) Increases or decreases in annual contract amounts;
 - b) Amounts of client services contributions, if applicable;
 - c) Under-utilization of contracted capacity;
 - d) Movement of clients either into or out of services.
- 2) CONTRACTOR is required to report to COUNTY within 72 hours any change in the status of any client funded under case rate payments in this Agreement.

c. Services
See Attachment A.

d. DDSD Special Conditions
See Attachment F.

MULTNOMAH COUNTY, OREGON

By *Lorenzo Poe* *6/20/01*
Director, Department of Community and
Family Services Date

By *Diane Linn* *7-19-01*
Diane Linn, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Attorney
for MULTNOMAH COUNTY, OREGON

Katie Daif *7/5/01*
Date

OREGON COMMISSION FOR THE BLIND

By _____
Signature Date

Name (Please Print)

Title

Approved As To Form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # *C-8* DATE *07-19-01*
DEB BOGSTAD, BOARD CLERK



IGA Contract

Vendor Address

OR COMM FOR THE BLIND
535 SE 12TH
PORTLAND OR 97214

Information

Contract Number 4600002338
Date 07/01/2001
Vendor No. 26198
Contact/Phone CFS DD Services /

Validity Period: 07/01/2001 - 06/30/2002
Minority Indicator: Not Identified

Estimated Target Value: 536,310.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p><i>Previous contract no. 4600000597</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Monthly Allotment/Case Rate/Per Client Schedule</i></p>	536,310	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111
Fax: (503) 988-3252

ATTACHMENT A

Page 1 of 1

Release Order

Vendor Address

OR COMM FOR THE BLIND
535 SE 12TH
PORTLAND OR 97214

Information

Release Order	4500015154
Date	07/01/2001
Vendor No.	26198
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<p><i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i></p> <p><i>Previous contract no. 4600000597</i></p> <p><i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H30000014 Employ & Alt Service - Dev Disabled(USD) Tracking Number: IGA</p> <p>WBS: DDSD DAY VOC 54 Release order against contract 4600002338 Item 00001 Monthly Allotment/Case Rate/Per Client Schedule</p>	536,310	USD	\$ 1.0000	\$ 536,310.00
				Total	<hr/> \$ 536,310.00 <hr/>

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

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DEVELOPMENTAL DISABILITIES SERVICES DIVISION
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MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES CONTRACTORS
1.1 MULTNOMAH COUNTY REQUIREMENTS
1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR shall utilize the following procedure prior to any prospective service site relocation:

1. Written Notification of proposed change to PDS for approval;
2. ISP team approval;
3. Licensing/certification, if applicable;
4. ISP transfer meeting.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY staff. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

Guidelines for Developmental Disabilities Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what COUNTY staff need to know. A basic guideline for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Service Coordinator and agency-related issues to the Residential or Employment Program Development Specialist. Protective Services guidelines appear in part III (pg. 3 of 7).

Critical incidents should be reported by telephone to the Service Coordinator or back-up Service Coordinator/Family Consultant within one working day. Voice messages should not be left when reporting these incidents. A written report on the agency's own incident report form (including follow-up) should be forwarded to the COUNTY within 5 working days. If necessary, the COUNTY will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Service Coordinator)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care or psychiatric hospitalization;
2. Any major change in medical regimen due to a seizure disorder, mental illness/psychiatric disorder, a chronic affliction or the appearance of new symptoms (minor medication changes are not included);
3. Any referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status. Examples: Unemployment, threat of unemployment, missing beyond notification guidelines in ISP, missing more than 2 days of work, reduction in work performance.
2. Move to another facility within the same provider agency for any period of time.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

3. Jail.
4. Hospitalization and/or Skilled Nursing Facility admission.

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee that is not already approved, including but not limited to physical and chemical restraint.
2. Even if an approved program is in place for an individual, report the following incidents:
 - a. Outbursts or other incidents that affect the safety of the individual, others or property. For high risk behaviors, the ISP team will decide the reporting schedule.
 - b. New maladaptive behavior or any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property
4. Changes in payeeship, conservatorship;
5. Refusal of client or client's guardian or payee to pay room and board or service contribution.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues;
4. Police involvement.

II. Incidents Related to Agencies (report to Residential or Employment Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for any period;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability

III. Protective Services

A. Contractor and contractor's employees and agents shall immediately report to an individual's Service Coordinator if there is reason to believe an individual needs protective services. If the individual's Service Coordinator is unavailable, reporting party shall contact the Back Up Service Coordinator/Family Consultant. Protective services are available to individuals who meet the following criteria:

Individuals who are 18 years of age or older, are provided services by the Multnomah County Developmental Disabilities Services Division, and are abused or threatened with abuse through the individual's or another's action or inaction. Abuse is defined in this section to include, but not be limited to any death caused by other than accidental or natural means, physical abuse including the use of excessive force, neglect, sexual abuse including harassment and exploitation (including any sexual contact between an employee of an agency and the adult served), verbal abuse, or the withholding of an individual's regular meal, personal property and/or financial exploitation, medication or aid to physical functioning.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
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B. County Protective Services may include assistance with:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Recommendation for counseling for the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. (Neither staff of CONTRACTOR nor a Service Coordinator has authority to consent to medical procedures on behalf of an individual.)
6. Securing a guardian, civil commitment or other protective placement as needed.
7. Assisting the individual, through referral, to assure his/her receipt of rights and entitlement due the adult at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

1.1.2, III, C, 1 - Prior Written Approval

Notwithstanding CONTRACTOR'S obligation for immediate response to client health and safety concerns (as defined in 1.1.2, III, A), CONTRACTOR shall request and receive written authorization from the Protective Services Unit before conducting any internal investigation. Conduct requiring prior written approval includes, but is not limited to, interviewing/questioning alleged victim, interviewing/questioning alleged perpetrator, interviewing/questioning witnesses of alleged abuse or screening, purging or editing Incident Reports regarding incidents or allegations at issue.

CONTRACTOR will fully cooperate with and give priority to protective service investigations.

1.1.2, III, C, 2 - Monetary Fine Schedule

The DIVISION may fine CONTRACTOR for non compliance with Condition Number 1.1.2, III, C, 1 and/or take additional administrative action after investigation and/or review by DIVISION Protective Services staff. DIVISION Operations and Protective Services Manager may either provide a written notice for the first occurrence of prohibited conduct within a contract cycle (fiscal year) or may levy a \$500.00 fine. Second and subsequent occurrences of prohibited conduct within a contract cycle (fiscal year) will result in DIVISION Operations and Protective Services Manager levying a \$750.00 fine for each occurrence.

1.1.3 DISCRIMINATION OF THE BASIS OF HIV OR PRESUMED HIV STATUS

CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with developmental disabilities 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. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served.

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 to whom the information shall be released and the specific purpose for disclosure.

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4. Include an expiration date.

1.1.4 PAYMENT DURING PERIODS OF ABSENCE

CONTRACTOR agrees to inform COUNTY in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon submission and approval of a Vacancy Plan, COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- 3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility (specific site) where he/she is enrolled, back to the date of the vacancy.

Plans must be submitted to the COUNTY Program Development Specialist within 3 working days of the vacancy.

1.1.5 TRANSITION PLANNING

In the event that one or more of CONTRACTOR'S service delivery sites are to be transferred to another provider, CONTRACTOR agrees to participate in the development of and adherence to the DIVISION Transition Plan. DIVISION reserves the right to withhold CONTRACTOR'S final payment of the service delivery site(s) pending implementation of the Transition Plan.

1.1.6 CULTURAL COMPETENCY PLAN

SEE ATTACHMENT G

1.1.7 CONTRACTOR STAFF/CONSUMER RELATIONSHIPS

SEE ATTACHMENT G

1.1.8 VARIANCE REQUESTS

CONTRACTOR will submit all variance requests to the appropriate County Program Development Specialist on the form provided and required by DHS.

2. DD45 NURSING HOME SERVICES

2.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

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2.2 PERFORMANCE REQUIREMENTS

CONTRACTOR will work with the assigned County Developmental Disabilities Services Division Service Coordinator to recruit and maintain a list of the individuals needed to provide the supports.

Upon receipt of a written notification by the COUNTY, CONTRACTOR shall issue a contract for services to the Provider. The authorization will list the name of the individual, service type, maximum dollar amount authorized and the time period for the service provided.

Monthly reports will be issued to the COUNTY that summarize the individual's name, amount authorized, type of service, provider, amount expended, service dates and balance per contract.

2.3 PAYMENT PROCEDURES

Monies for nursing home reform will be disbursed through equal monthly allotments adjusted to actual reported expenditures. Cumulative payments will not exceed total amount for each contract year. Final payment is based on actual expenditures as reported on the final Department of Community and Family Services Monthly Expenditure Report. Payment procedures and policy will follow General Conditions of this contract.

3. DD47 - SEMI-INDEPENDENT LIVING PROGRAMS

3.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Semi-Independent Living Programs (DD47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, aid recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

3.1.2 PERFORMANCE REQUIREMENTS

Providers of Semi-Independent Living Programs (DD47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.

All individuals receiving DD47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

3.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirement.

3.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

Total Department payment for all DD47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD47 Services as specified in the that line of the Financial Assistance Award.

Department will not pay for any units of DD47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

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If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD47 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD47 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award

3.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR shall forward copies of Self-Assessment Checklists and Plans of Improvement for certification by the State Department of Human Services to the Program Development Specialist 120 calendar days prior to expiration of certification.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days. Failure to do so may result in retroactive recovery of service dollars.

COUNTY reserves the right to reassign the service payment if a vacancy is not filled within 60 days. If the needs of the individual referred to a program vacancy cannot be met by that program, CONTRACTOR shall inform the COUNTY Residential Program Development Specialist in writing, stating the specific needs of the individual that cannot be met by that program. This notification should be given within ten days, but not more than 30 days after the receipt of the referral packet.

4. DD49 – SELF-DIRECTED SUPPORT SERVICES

4.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

4.1.1. SERVICE DESCRIPTION

Self-Directed Support Services (DD49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

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4.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD49 Services funded through this Agreement must expend DD49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD57), Start-Up, Part C of the Financial Assistance Award.

D. Project Evaluation: If requested by Department, Providers of DD49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

4.1.3 SPECIAL REPORTING REQUIREMENTS

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

4.1.4 PAYMENT PROCEDURES

A. Basis of Payment: Department payment for DD49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section 11.C. of this Service Description for DD49.
2. Total Department payment for all DD49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD49 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

5. DD50 - RESIDENTIAL FACILITIES

5.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Residential Facilities (DD50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

5.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.
- B. All individuals receiving DD50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.
- E. Providers of DD50 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

5.1.3 SPECIAL REPORTING REQUIREMENTS

A. Definition of Service, Reporting of Absences Termination of Services

1. For purposes of this Agreement, an individual shall be considered to have received DD50 Services only when one of the following conditions is met:
 - a. The individual is residing at the Provider's facility; or

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b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or

c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.

2. County must notify Department when an individual enrolled in DD50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.

3. An individual enrolled in CPMS in DD50 Services must be reported in CPMS as terminated from a Provider's DD50 Services when the individual is no longer receiving DD50 Services as defined in section 5.1.3 of this Service Description. The CPMS termination date must be listed as the last day the individual received DD50 Services as defined in section 5.1.3 of this Service Description.

B. Residential Outcome Measures: Providers of DD50 Services funded through this Agreement must submit report that include data that measure individual and program outcomes, using forms and procedures designated by Department.

C. Vacancy Reserve Fund: Providers of DD50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.

D. Direct Care Staff Wages and Turnover. Providers of DD50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

5.1.4 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD50 Services delivered (as defined in 5.1.3 above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD50 Services as specified in that line of the Financial Assistance Award.

2. If a unit of DD50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3. Department will reduce payment for DD50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

4. Department will not pay for any units of DD50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

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6. Department is not obligated to pay for any DD50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate by that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD50 Service capacity that is not utilized, as opposed to the normal DD50 Services payment methodology which provides only for payment for DD50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD50 Service capacity in order to ensure the availability of DD50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD50 Service capacity in service element DD57 (DD Special Projects, Start-Up).

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 RESIDENTIAL PROGRAMS

CONTRACTOR agrees to enter into written financial agreements with all individuals receiving services, their guardians or conservators. This agreement shall include:

Full disclosure of all financial obligations of the individual receiving services to the CONTRACTOR, including offset payments, a general statement of the financial services the CONTRACTOR will provide to the individual receiving services, and a statement of acceptance or rejection of these services by the individual receiving services.

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

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During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment. Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.
5. Vocational staff to be available to assist with day activities and supervision during periods of supervision during periods of unemployment.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. An individual or any member of the ISP team can request a meeting.

5.2.2 REPORTING REQUIREMENTS

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for licensing by State Department of Human Services.

TO: Operations Unit Senior Analyst

DEADLINE: 120 calendar days prior to expiration of State license.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation,
- b. on vacation,
- c. incarcerated,
- d. on convalescent leave in a SNF,
- e. in a psychiatric hospital, or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit

Failure to provide written notification may result in retroactive recovery of assigned service dollars.

5.2.3 PAYMENT PROCEDURES

Payment is based upon a daily rate for each eligible client actually served as documented through CPMS enrollment. Payments will be reduced by the amount of client resources received by the residential program in support of client services provided.

COUNTY will pay for vacancies for people who are eligible to remain CPMS enrolled as follows:

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition 1.1.5), COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
 - 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital;
- and

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3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit. In all cases, the COUNTY approved Vacancy Plan must include the person returning to the residential facility (specific site) from which they became absent.

In exceptional circumstances, CONTRACTOR may submit a DHS Residential Vacancy Payment Exception Request to the COUNTY. This request must be submitted to the COUNTY within three (3) working days of the termination of the COUNTY approved vacancy payment or termination of CPMS enrollment. This method of payment will be used when COUNTY approved CONTRACTOR Vacancy Plan includes holding a slot for an identified person who will be served in the near future or when CONTRACTOR Prudent Reserve Fund has been depleted. Vacancy payments at this level will follow standard Start Up Funding procedures as outlined in Special Contract Condition Number 19.

COUNTY may unilaterally recover funding for vacancies listed above if the person does not return to the residential facility (specific site) where he/she is enrolled.

COUNTY may periodically adjust funding to reflect the actual services delivered (non vacancy days) as reported in CPMS.

6. DD51-SUPPORTED LIVING PROGRAMS

6.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

6.1.1 SERVICE DESCRIPTION

Supported Living Services (DD51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

6.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.

B. All individuals receiving DD51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Providers of DD51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

6.1.3 SPECIAL REPORTING REQUIREMENTS

Direct Care Staff Wages and Turnover. Providers of DD51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

6.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Total Department payment for all DD51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD51 Services as specified in that line of the Financial Assistance Award.
2. Department will reduce payment for DD51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.

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3. Department will not pay for any units of DD51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. Department is not obligated to pay for any DD51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD51 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

6.2 MULTNOMAH COUNTY REQUIREMENTS

6.2.1 SERVICE DESCRIPTION

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

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1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment (minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);
4. Timelines for implementation of the unemployment plan.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. The individual or any member of the ISP team can request a meeting.

Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment, unless otherwise agreed upon by the ISP team.

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for certification by State Department of Human Services.

TO: Residential Program Development Specialist

DEADLINE: 120 calendar days prior to expiration of State certificate.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

6.2.2 REPORTING REQUIREMENTS

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition Number 1.1.5), COUNTY will pay:

- up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- up to 90 days for people who are on convalescent leave in a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility where he/she is enrolled.

CONTRACTOR agrees to identify the number of hours of direct service each person will receive per month and enter that information into the Individual Support Plan.

6.2.3 PERFORMANCE REQUIREMENTS

CONTRACTOR agrees to adhere to specific requirements outlined in Attachment A .

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CONTRACTOR agrees to assist individuals in maintaining Medicaid eligibility.

7. DD53 - EMPLOYMENT TRANSPORTATION

7.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

7.1.1 SERVICE DESCRIPTION

Transportation Services (DD53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

7.1.2 PERFORMANCE REQUIREMENTS

All individuals receiving DD53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD54), Residential Facilities (DD50) Services, Supported Living Services (DD51), and/or Non-Relative Foster Homes (DD58) Services.

7.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirements.

7.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial

Assistance Award, as such schedule may be amended from time to time, for DD53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

- 1.Total Department payment for all DD53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD53 Services as specified in the that line of the Financial Assistance Award.
- 2.Department will not pay for any units of DD53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 3.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 4.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD53 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

7.2 MULTNOMAH COUNTY REQUIREMENTS

7.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

7.2.1.1 SERVICES

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to individuals as ordered by COUNTY's Transportation Program Development Technician.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met by noon of the day prior to the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and will provide assistance to all passengers upon entering and leaving Tri-Met vehicles. Tri-Met drivers shall not leave individuals at unattended group homes, residence or work site. In such an event, driver shall transport the individual to an alternate site, after consulting residential or vocational agency representative. Tri-Met shall not provide rides for individuals who require ambulance service due to medical disabilities. The COUNTY shall be responsible for informing individuals of the scope of service to be rendered by Tri-Met under this agreement.

Guaranteed Ridership - Hours of guaranteed ridership shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.

Premium Service - Individualized transportation ordered by COUNTY utilizing cab services.

7.2.1.2 COMPENSATION

Payment will be made monthly for individual rides upon submission of required billing. Payment for premium service will be based on actual cab expense.

No-shows will be considered the equivalent of one ride; two late cancellations (rides canceled later than 5:00 p.m. the day preceding the scheduled ride) will be considered the equivalent of one ride.

Tri-Met will submit a detailed monthly ridership billing statement including:

- A. Summary of trips by charge code for each month;
- B. Summary of trips by purpose;
- C. Subtotal of cost for each rider;
- D. Summary of premium rides;
- E. Summary of no-shows and late cancellations.

Tri-Met shall assure sufficient matching funds to continue existing level of ridership.

7.2.1.3 SUBCONTRACTORS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.

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7.3 TRANSPORTATION - NON-TRI-MET: SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

Modes of transportation may include vehicles maintained by CONTRACTOR (door-to-door or curb-to-curb, depending on individual needs), escorting individuals on public fixed route buses or escorting individuals on public door-to-door vehicles.

CONTRACTOR will assess all riders to determine capability for being independent in transport in preparation for annual ISP.

CONTRACTOR may collect \$15.00 per rider per month to offset cost of transportation.

CONTRACTOR will report *within 24 hours*, to COUNTY Employment Program Development Specialist, all traffic accidents, incidents, or tickets that occur when DD funded individuals are passengers.

7.3.1 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Employment Program Development Specialist, or their appointee, an itemized statement of services by the 5th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such statement. Statement shall include name, dates of service and rates. (Copy included as page 3 of 3.)

7.3.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 2000 and ordered by COUNTY Employment Program Development Specialist.

7.3.3 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

7.3.4 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed as stated in the agreement.

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SAMPLE INVOICE
DD53 – EMPLOYMENT TRANSPORTATION

VENDOR NAME	ADDRESS	PHONE NO.
INVOICE FOR: _____ Month, _____ Yr INVOICE NO. _____		
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
TOTAL AMOUNT DUE:		
\$		

Return this form no later than the 5th of the month to:
Employment PDS
Multnomah County Developmental Disabilities Services Division
421 SW Sixth Ave., Suite 400
Portland, OR 97204

Signature	Date	OFFICE USE ONLY:
VENDOR NO.	RELEASE ORDER NO.	RELEASE ORDER ITEM NO.
GOODS RECEIPT NO.	SIGNATURE	DATE

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8. DD54 - EMPLOYMENT AND ALTERNATIVE TO EMPLOYMENT SERVICES

8.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

8.1.2 PERFORMANCE REQUIREMENTS

Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

8.1.3 SPECIAL REPORTING REQUIREMENTS

Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:

a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1 300 through 309-041-1 370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or

b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or

c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or

d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or

e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance,

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while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2.County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3.An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's 00 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

8.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1.Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.

2.If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3.Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

4.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

5.Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

6.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

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Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 PERFORMANCE REQUIREMENTS

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. Forms with specified reporting period will be provided by COUNTY Employment Development Specialist.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

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8.2.2 CLOSURE

For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment Program Development Specialist is responsible for final determination of these dates.

CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of developmental disabilities service recipients regarding in-service closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist for any proposed full day or part day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that Portland Public Schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

8.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with funding based on the following procedure:

Individual and his/her guardian express a desire to be served elsewhere;

B. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

8.2.4 UNEMPLOYMENT

CONTRACTOR agrees to participate in ISP team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing employment or alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

Options to be provided during periods of unemployment;

Clear delineation of ISP team member roles;

Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

Timelines for implementation of the unemployment plan;

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Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and funding to another contractor. COUNTY reserves the right to retain funding during this 60 day period.

8.2.5 ALTERNATIVES TO EMPLOYMENT SERVICES

Alternatives to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and are conducted away from the individual's residence.

CONTRACTOR may expend DD54 funds to provide a minimum of 20 hours per week of alternative to employment services only if it is the individual's or ISP team's choice of alternatives and ISP Team approves the ATE plan provided by CONTRACTOR.

9. DD56 - RENT SUBSIDY

9.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Rent Subsidies (DD56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

- rent or mortgage costs;
- utility costs (including heat, electricity, basic cable television, water, sewer, sanitation services, and basic telephone costs);
- fire and liability insurance on the facility;
- maintenance and cleaning supplies/services;
- maintenance, repair or replacement of household appliances, furnishings or fixtures;
- capital expenditure on personal and/or real property needed for the facility;
- other similar costs approved in writing by Department.

A. All individuals receiving DD56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. Providers of DD56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable local housing authority, for the individuals to whom the Provider furnishes DD56 Services under this Agreement, and/or for the residential sites at which such individuals resides. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

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9.1.2 SPECIAL REPORTING REQUIREMENTS

A. Notification that other subsidies have been obtained: Providers of DD56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:

1. The names of individuals and/or facilities for which subsidies have been approved;
2. The sources and amounts of the subsidies itemized by individual and/or by facility;
3. The effective dates of the subsidies.

B. Application for new or renewed DD56 Services: The award for DD56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

9.1.3 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Department may reduce DD56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
2. Total Department payment for all DD56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD56 Services as specified in that line of the Financial Assistance Award.
3. Department will not pay for any units of DD56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD56 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

10. DD57 – DD SPECIAL PROJECTS

10.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

10.1.1 SERVICE DESCRIPTION

Developmental Disability Special Projects (DD57) are developmental disability services within the scope of ORS 430.630. DD57 Services are generally onetime-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

10.1.2 PERFORMANCE REQUIREMENTS

Providers of DD57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

- A. Services to be provided;
- B. The minimum number of individuals to be served, if applicable;
- C. Any tangible products to be produced and delivered to Department;
- D. Any other requirements the accomplishment of which is to be monitored in order to determine the County's minimum performance under this Agreement; and/or
- E. Any expenditure requirements or limitations.

10.1.3 SPECIAL REPORTING REQUIREMENTS

- A. Providers of DD57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.
- B. Expenditure reports: For each DD57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

Expenditure reports must be prepared: a) separately for each Special Project funded through this Agreement; and b) using forms and/or procedures designated by Department.

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10.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD57 Services in different ways, summarized as follows, and explained below:

Type of Award (Column 4 or Column 5 of Financial Assistance Award)	"Part" Code in Column One of Financial Assistance Award	Basis of Payment	Disbursement of Funds
Approved Service Funds	A	Delivery of services	Monthly allotments
Approved Service Funds	A	Reimbursement for actual expenditures	Monthly allotments
Approved Service Funds	C	Delivery of product	Invoice required
Approved Service Funds	C	Reimbursement for actual expenditures	Invoice required
Approved Start-Up	C	Reimbursement for actual expenditures	"Request for Payment of Start-Up Funds" required

A. DD57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.

b. Expenditure-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD57 Services under that line of the Financial Assistance Award during the period specified in that line and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award,, subject further to the conditions in section IV.C of this service description.

c. Product-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD57 Services.

3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment Department payment for DD57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.

2. Disbursement: Department will disburse DD57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD57 Funds: In addition to the payment procedures specified separately above, for DD57 Approved Service Funds, and DD57 Approved Start-Up, the following payment procedures apply to all DD57 funds included in the Financial Assistance Award:

1. Basis of payment

a. Total payment for all DD57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD57 Services as specified in that line of the Financial Assistance Award.

b. Department is not obligated to pay for any DD57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.

11. DD58 NON-RELATIVE FOSTER HOMES

11.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

11.1.1 SERVICE DESCRIPTION

DD Non-Relative Foster Homes (DD58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

11.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. County must assist Department in licensing homes providing DD58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:

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1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.
2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.
3. Assistance to currently-licensed and potential new foster homes providing DD58 Services for individuals aged 18. and over, to meet statutory requirements for training and testing, by:
 - a. Maintaining and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;
 - b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

Department will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the homes and as required above.

C. County must provide DD48 Services (case management, including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD58 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

11.1.3 SPECIAL REPORTING REQUIREMENTS

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD58 Services funded by Department.

11.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set including but not limited to the state of the market for DD58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;
 2. County may: (i) set different rates for delivery of DD58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.
 3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with III (G) in Special Reporting Requirement of this Agreement.
- B. County shall not authorize, in aggregate, payments for DD58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.
- C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

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D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.

F. Department is not obligated to pay for any DD58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

12. DD59 RELATIVE FOSTER HOMES

12.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

12.1.1 SERVICE DESCRIPTION

DD Relative Foster Homes (DD59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD59 Services Provider. DD59 Services include: 24 hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

12.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. An individual may receive DD59 Services funded by Department only if:

1. The individual was receiving DD59 Services funded by Department on June 30, 2001; or
2. County receives prior written approval from Department for the individual to receive DD59 Services funded by Department beginning on or after July 1, 2001.

C. County must provide DD48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD59 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

12.1.3 SPECIAL REPORTING REQUIREMENTS

A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD59 Services funded by Department:

1. Requests for contracts with new DD59 providers must be submitted at least 60 days prior to the first day of DD59 Services funded by Department;
2. Requests to renew contracts for existing DD59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and

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3. Requests to terminate contracts must be submitted no later than 30 days after termination of DO 59 Services funded by Department.

B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD59 Services funded by Department.

12.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.

B. County shall not authorize, in aggregate, payments for DD59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.

D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.

Department is not obligated to pay for any DD59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

13. SPECIAL RATE SERVICE RECIPIENTS

13.1 SERVICE DESCRIPTION

Special rate service recipients are non-Community Integration Project (CIP) individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and may be withdrawn in the event a change in CONTRACTOR occurs. Special rate service recipients will be designated by their CPMS number in the contract.

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13.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR agrees to adhere to the individualized service plans and rates for special rate service recipients.

14. SYSTEMWIDE BROKERAGE SERVICES

14.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

14.1.1 SERVICE DESCRIPTION

The brokerage of funds is an administrative support service for individuals with developmental disabilities, their families, and the community programs that serve them.

The following funding categories are brokered: Adults' and Children's Short Term Diversion - DD44; Nursing Home Project - DD45; Community Waitlist SILP - DD47; Mobility Support - DD53; Moving Assistance; County General Fund - CGF; Diversion Administration - DD57; Training Respite - DD57; and Residential Support - DD57.

14.2 PERFORMANCE REQUIREMENTS

14.2.1 GENERAL

Upon receipt of written authorization by the COUNTY staff designated to authorize for each funding category, CONTRACTOR shall generate and manage a service agreement with the provider. At a minimum, the service agreement shall identify funding category, service type, consumer name, maximum amount authorized, authorization termination date, and deadline for billing. Service agreements shall inform providers that they must bill for services within 30 days after authorization termination date or they will not be reimbursed, since all authorizations are void at that time. If services have not been completed by authorization termination date but are still needed, the provider must ask the COUNTY Developmental Disabilities Services Division Service Coordinator or Family Consultant to request a new authorization and must wait to obtain approval before providing services. Service agreements must specify that CONTRACTOR will not reimburse more than the authorized amount.

When an authorization expires, CONTRACTOR shall notify provider in writing that no additional services may be provided and that billing must occur within 30 days. A copy of this notification shall be sent to the COUNTY Developmental Disabilities Service Division Service Coordinator or Family Consultant.

CONTRACTOR shall assign, at a minimum, 1.0 full time equivalent staff (FTE) to provide brokerage services. CONTRACTOR shall be flexible in response to payment requests. CONTRACTOR staff shall be available during business hours to receive authorizations from the COUNTY. Checks typically need to be disbursed once per week, however, on rare occasions, a check may need to be made available within a few hours.

Consultant Evaluation Process - CONTRACTOR to inform Service Coordinators/Family Consultants when an authorized service has been provided and the subsequent need for an evaluation. CONTRACTOR to use accumulated evaluation data to provide COUNTY with reports reflective of consumer satisfaction by consultant and with assigned service elements.

This funding is authorized by the COUNTY Developmental Disabilities Services Division work units.

If a provider has not already been selected by the COUNTY Developmental Disabilities Services Division Family Consultant, CONTRACTOR shall match a provider from the provider pool with the particular service need. If CONTRACTOR selects the provider, CONTRACTOR will inform the COUNTY Family Consultant prior to finalizing the match.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor. This summary shall include: individual served, service type authorized, provider name, amount authorized, amount paid, service period (dates), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Children's Consultation fund, total authorized, total expenditures, total remaining uncommitted.

14.2.2 PAYMENT PROCEDURES

Basis of payment for all brokered services is reimbursement for actual expenditures. Funds will be disbursed through equal monthly allotments. Cumulative payments will not exceed total annual amount for each contract year. Monthly allotments will be adjusted to actual expenditures as reported on Department of Community and Family Services Monthly Expenditure Report forms. Expenditures

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will include payments made to providers and reasonable itemized administrative expenses. Payment procedures and reports will follow existing COUNTY Department of Community and Family Services Requirements as outlined in the General Conditions for this contract.

Contractor is allocated an administrative flat fee of \$3,377.00 per month (this amount includes brokering of Diversion, which is reimbursed at a set amount of \$6,003.48 for the entire period of this contract). Administrative fees for Diversion are paid from DD57. All other service element administrative fees are paid from that service element, as negotiated in the annual contract with COUNTY.

14.3 MOBILITY SUPPORT (DD53)

Funding which pays for mobility training of adult consumers to enable them to travel independently to and from their COUNTY Developmental Disabilities Services Division funded day program and emergency non-medical transportation. CONTRACTOR shall pay for mobility training for consumers as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. CONTRACTOR shall pay for emergency non-medical transportation as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. The COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant shall locate and select the provider.

CONTRACTOR shall assure that Mobility Trainers submit a final report to the consumer's COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant within thirty days of completion of the mobility training. This report shall describe the outcome of the training (including progress made, future recommendations, assessment of the consumer's ability to travel independently). Final payment will not be made until report is received or when authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid (with number of mobility training hours indicated), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorization. In addition, financial data shall be aggregated to provide: Total annual amount in the Mobility Support fund, total authorized, total expenditures, total remaining uncommitted.

14.4 COMMUNITY WAITLIST SILP (DD47)

Funding authorized to be paid for consultants to provide support services to adults in their own homes (i.e. counseling, budgeting, behavior intervention, etc.). CONTRACTOR shall make payment for Community Waitlist SILP services as allocated by the COUNTY Developmental Disabilities Services Division Service Allocation Team (SAT) and authorized by the COUNTY Developmental Disabilities Services Division Residential Program Developmental Specialist. COUNTY Developmental Disabilities Services Division Service Coordinator shall locate a provider and match the provider with the service need.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Support Services Supervisor and Residential Program Developmental Specialist by the 10th of the following month. This summary shall include: individual served, provider, amount authorized, service period (dates), amount paid, date paid, and amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to include: Total annual amount in the Community Waitlist SILP fund, total authorized, total expenditures, and total remaining uncommitted.

14.5 NURSING HOME SUPPORT (DD45)

14.5.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

14.5.2 PERFORMANCE REQUIREMENTS

Services to be Provided: DD45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/ Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be

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revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities much complete for all residents, may be used to identify or clarify additional service needs.

Eligibility for Services: All individuals receiving DD45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.

Minimum Hours of Service: Providers of DD45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD45 Services funded through this Agreement, unless one of the following applies:

A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD45 Services to community activities and events may be included in computing the hours of Service.

For the first month that an individual is enrolled in CPMS in a Provider's DD45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

Record keeping:

Providers of DD45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD45 funds.

14.5.3 SPECIAL REPORTING REQUIREMENTS

County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD45 Services funded through this Agreement dies or moves out of a Nursing Facility.

An individual enrolled in CPMS in DD45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD45 Services for more than 30 consecutive days.

14.5.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

Total Department payment for all DD45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD45 Services as specified in that line of the Financial Assistance Award.

Department will not pay for any units of DD45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

Department is not obligated to pay for any DD45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

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The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD45 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD45 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.6 SHORT-TERM DIVERSION (DD44)

14.6.1 SERVICE DESCRIPTION

Diversion Services (DD44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD44 Services include, but are not limited to:

professional consultation; assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

14.6.2 PERFORMANCE REQUIREMENTS

Providers of DD44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.

All individuals receiving DD44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

14.6.3 SPECIAL REPORTING REQUIREMENTS

There are no special reporting requirements.

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14.6.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of the Agreement, subject to the following:

Total Department payment for all DD44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD44 Services as specified in that line of the Financial Assistance Award.

Department is not obligated to pay for any DD44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of the Agreement, whichever date is earlier.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD44 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

14.6.5 CONTRACT SETTLEMENT

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.7 TRAINING RESPITE – SPECIAL PROJECTS (DD57)

Funding which pays for respite services to allow supervision of residents so that foster care providers can attend COUNTY training programs.

CONTRACTOR shall make payment for respite services for Adult Foster Care provider or family as authorized by the COUNTY Developmental Disabilities Services Division Training Program Development Specialist. Adult Foster Care provider or family is responsible for locating their own respite provider and therefore CONTRACTOR does not recruit, train, or monitor providers.

14.8 RESIDENTIAL SUPPORT – SPECIAL PROJECTS (DD57)

This funding pays for residential support services for designated individuals.

CONTRACTOR shall make payment for residential support as authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor with a copy to the Residential Program Development Specialist. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to provide: total annual amount in the fund, total authorized, total expenditures, total remaining uncommitted.

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14.9 MOVING ASSISTANCE (COUNTY GENERAL FUND)

Funding which pays for moving of individuals from one residence to another. CONTRACTOR shall make payment for moving assistance services as allocated by the COUNTY Developmental Disabilities Services Division work units.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division work units in conjunction with the Service Coordinator. CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor.

This summary shall include: individual served, service type authorized, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Moving Assistance fund, total authorized, total expenditures, total remaining uncommitted.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Training Coordinator by the 10th of the following month. This summary shall include: adult foster care provider or family served, name of the individual case managed by Multnomah County Developmental Disabilities Services Division, class attended, amount authorized, service period (dates), amount paid (including number of hours x rate = total), and date paid.

In addition, financial data shall be aggregated to include: total annual amount in the Training Respite Services fund, total authorized, total expenditures, and total remaining uncommitted.

14.10 MCKINNEY SERVICES (HUD)

This provision covers services for homeless adults to promote stability and independent living with a goal of 70% of participants remaining in permanent housing for at least one year after completing program. The COUNTY Developmental Disabilities Services Division Service Coordinator will complete a housing and living skills assessment to determine the needed specific services. Most consumers will need 12 to 30 hours monthly of direct one-to-one independent living assistance. In some instances the service may be provided in a small group setting (e.g., meal planning, recreational activities). The provider will develop an individual housing case plan and household budget. Number of hours of assistance needed per month and schedule of activities will be determined based on needs of the individual. Services will be delivered in the most natural and logical setting for each individual. Most often this will be in the consumer's home or immediate community.

CONTRACTOR shall pay providers for services as authorized by each consumer's COUNTY Developmental Disabilities Services Division Service Coordinator. The COUNTY Developmental Disabilities Services Division Service Coordinator will match the provider with the service need. CONTRACTOR shall make a list of providers available to the COUNTY Developmental Disabilities Services Division Service Coordinator. CONTRACTOR shall work with the COUNTY Developmental Disabilities Services Division Special Services Supervisor in the recruitment and maintenance of providers. CONTRACTOR shall assure that the provider will provide a written progress report monthly to the Special Services Supervisor by the 10th of each month following the service month. CONTRACTOR shall withhold reimbursement until such reports are received.

15 DIAGNOSIS AND EVALUATION SERVICES

15.1 MULTNOMAH COUNTY REQUIREMENTS

15.1.1 SERVICES - PSYCHOLOGISTS

CONTRACTOR agrees to provide a psychological evaluation on all individuals referred for services, in keeping with standards for same.

CONTRACTOR agrees to provide a written report for each evaluation component performed in accordance with proposed standards for same.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by County Program Development Staff on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid Administrative Examination, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per

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person basis. Billing will be initiated after the reports have been completed and sent to the Crisis/Diversion Program Development Specialist:

For those individuals identified as billed to Multnomah County D&E, CONTRACTOR will submit a detailed bill to:

Operations Administrator
Multnomah County
Developmental Disabilities Services Division
421 SW Sixth Avenue, Suite 400
Portland OR 97204-1621

For those individuals identified as billed to Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.2 SERVICES - PSYCHIATRIC EVALUATIONS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Oregon Health Plan, Medicaid Page.

Administrative Examination, Medicare and other sources will be identified as the payment source. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those evaluations identified as Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.3 SERVICES - ON-SITE PSYCHIATRIC CONSULTATION

Doctor agrees to provide the following services:

1. On-site evaluation and medication management for individuals who have Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage. Doctor will be reimbursed for these services by separately billing those sources.

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2. On-site evaluation and medication management for individuals who have no Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage.
3. On-site consultation (professional advice provided to Service Coordinators and other COUNTY staff concerning a specific client).

Doctor will be reimbursed at the rate of \$62.50 an hour as payment for services 2. and 3. above.

4. Minimal telephone consultation between scheduled consultations at the COUNTY office, at no additional charge, if an emergency situation occurs and if not excessive. Should CONTRACTOR believe such calls have become excessive, COUNTY and CONTRACTOR shall renegotiate.

COUNTY staff shall generate weekly agenda and schedule of patients to be seen. COUNTY staff shall provide referral information to CONTRACTOR.

Consultation services in addition to the contracted number of hours per week at the COUNTY office, which therefore would require additional funding, shall require authorization from the Crisis/Diversion Program Development Specialist.

Once authorization is provided, CONTRACTOR shall then bill for such additional services.

Doctor will document Evaluation reports, Physicians Orders, and Progress Notes on forms provided by the COUNTY. Should COUNTY request an additional more detailed report, this would require COUNTY authorization since this involves additional funding.

15.1.3.1 SCHEDULE OF PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

CONTRACTOR to submit a monthly bill to:

Operations Administrator
Multnomah County Developmental Disabilities Services Division
421 S.W. Sixth Avenue, Suite 400
Portland, OR 97204-1621

Reimbursement is based on \$62.50 an hour and is limited to contracted number of hours per week unless additional hours are authorized by the D & E Co-ordinator.

15.1.4 STANDARDS FOR PSYCHOLOGICAL EVALUATIONS

A psychological assessment shall be performed by a Psychologist licensed under applicable Oregon Statutes.

A psychological evaluation shall address the referral issues and may include the following:

1. An appropriate individual test of intellectual capacity.
2. An Adaptive Behavior assessment.
3. An Academic Achievement test (required on children of school age)
4. An overall description of individual's general sensory, perceptual and motor development; speech, language, communication, and comprehensive skills; and any behavioral difficulties of note.
5. An assessment of personality/social functioning.

The psychologist may administer one or more of the individually administered general intelligence tests, adaptive level protocols, academic achievement tests and personality protocols/projective tests which will provide a direct and meaningful measure of each individual's level of function.

The psychologist shall assess and define mental retardation in accordance with the criteria established by the American Association on Mental Deficiency, 1977 Revision, as follows:

Mental retardation is defined as: Sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior, and manifested during the developmental period (age 0-18). The definition of mental retardation requires that an individual manifest

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deficiencies in both adaptive behavior and intellectual functioning. General intellectual functioning is defined as: The results obtained by assessment with one or more of the individually administered general intelligence tests developed for that purpose.

Significantly sub-average is defined as: IQ more than two standard deviations below the mean for the test.

Adaptive behavior is defined as: The effectiveness or degree with which an individual meets the standards of personal independence and social responsibility expected for age and cultural group.

Developmental period is defined as: The period of time between birth and the 18th birthday.

For individuals over the age of six (6), the psychologist shall report a diagnostic level of mental retardation referencing each individual's level of general intellectual and adaptive behavior functioning in accordance with the criteria established by the American Association of Mental Deficiency, 1977 Revision, for each individual tested and evaluated. The psychologist shall also report his/her diagnostic impression of the individual in accordance with Diagnostic Criterion from American Psychiatric Association Diagnostic and Statistical Manual IV.

In reporting test results, the psychologist shall indicate whether in her/his professional opinion the current scores are a valid and realistic appraisal of the innate abilities and skills of the individual being evaluated. If such is not the case, the psychologist should appropriately preface the reporting of the scores in such a manner noting and detailing her/his professional concern(s).

Previous test scores, if available, should be referenced in the report of person's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, in the two comparable test scores and the significance, or insignificance, of the resultant comparison.

The written psychological report shall include:

- Source of and reason for referral;
- Brief prior evaluation history, if relevant;
- Assessment procedures used;
- Behavior observation during evaluation;
- Current evaluation results, including actual test scores;
- Program and treatment recommendations which address the reason for referral.

All written reports shall contain recommendations which shall specifically address the problems and/or areas of concern identified on a particular individual as contained in COUNTY's Service Request form.

Psychologists are requested to submit the written results of the evaluation to the COUNTY D & E Coordinator within one week of the evaluation.

15.1.5 STANDARDS FOR MEDICAL EVALUATION

The medical evaluation should be done by a physician. The medical history may be taken by a qualified nurse or medical assistant. The medical evaluation shall consist of:

Medical History - to the extent available

Details of prenatal factors:

- course of pregnancy;
- use of drugs; and
- heredity disorders.

Details of delivery (any complications)

Immediate postpartum condition of the baby:

- apgar and score;
- respiratory distress; and
- other.

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Postnatal history of illness and accident during early childhood; i.e., cerebral insults, encephalitis, dehydration, cerebral concussion, and other.

Developmental landmarks;
Seizure history;
History of mental disorder;
Family history;
Present medications.

A standard physical examination with the results of the following included:

Eye exam and other visual tests as necessary;
Ear examination and any necessary audiometry tests;
A preliminary orthopedic screening examination;
Coordination tests as necessary;
Brief neurological examination (that is, reflexes, muscle functions, etc.);

Appropriate lab work (See laboratory procedure sheet);

A statement of impressions and recommendations of medical care and treatment;
Specialty examinations as recommended and necessary;
Speech and hearing screening; and
Dental Screening.

The following specifically describes the procedure to be followed when it appears that additional diagnostic evaluations, not previously requested, need to be performed:

A central contact person, designated by the CONTRACTOR, shall be responsible for calling the appropriate Crisis/Diversion Program Development Specialist assigned to the individual in question, when additional diagnostic component(s) appear necessary.

The central contact person shall state to the Crisis/Diversion Program Specialist the reasons for recommending that an additional diagnostic evaluation component(s) be performed. (If it becomes apparent that additional information is needed, the Crisis/Diversion Program Development Specialist will request to talk to the pertinent clinician recommending the additional evaluation.) At the time of the telephone contact, the Crisis/Diversion Program Development Specialist will verbally approve or deny the specific request for subsequent evaluation.

15.1.5.1 LABORATORY WORK-UP

15.1.5.1.1 ROUTINE LABORATORY WORK-UP

Definition: A routine laboratory work-up is one which is uniformly administered as a matter of procedural routine to meet minimum diagnostic standards.

Individuals affected: This laboratory work-up is to be ordered on all individuals being seen for medical evaluation under the terms of this contract.

Exceptions: The only exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test. For purposes of definition, a routine laboratory work-up is limited to the four tests listed below:

- 1) A complete blood count.
- 2) Urinalysis. Criteria: all clients
- 3) V.D.R.L. Criteria: all adults 16 years of age and older (exam to be performed at physician's discretion).
- 4) Pap Smear. Criteria: all female adults 16 years of age and older (exam to be performed at physician's discretion).

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15.1.5.1.2 ADDITIONAL LAB WORK

Definition: Additional lab work is any lab work identified by the provider as being necessary in the evaluation of a client, which exceeds those outlined above in the Routine Lab Work-up.

Individuals Affected: Additional lab work is to be ordered on a per-person basis according to the criteria that one or more of the medical conditions stipulated below are present.

Exceptions: Exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test.

Chemistry Screen (S.M.A.C. Test) Criteria: all patients who are over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- hyperlipidemia;
- diabetes;
- hypertension;
- kidney disease;
- hepatitis or liver disease.

Chest X-Ray (PA and Lateral) Criteria: all patients who are cigarette smokers over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- asthma;
- chronic bronchitis or emphysema;
- pneumonia;
- tuberculosis;
- cardiovascular disease.

Electrocardiogram Criteria: all patients who are over the age of 50 and/or demonstrate a history or a physical exam suggestive of:

- hypertension;
- cardiovascular disease.

Electroencephalogram Criteria: all patients who have a previous diagnosis of epilepsy and/or demonstrate a history or physical exam suggestive of epilepsy.

15.1.6 STANDARDS FOR AUGMENTATIVE COMMUNICATION EVALUATIONS

An Augmentative Communication (hereafter referred to as A/C) evaluation shall be conducted by a multidisciplinary A/C specialty team directed by a certified speech-language pathologist. Depending on the needs and abilities of the individual who is being assessed, the team shall consist of all or some of the following specialists: a certified speech-language pathologist, a registered and licensed occupational therapist, a registered and licensed physical therapist, a psychiatrist, and a licensed clinical social worker.

A "certified speech-language pathologist" is a person who has earned at least a Master's degree in speech-language pathology from an accredited university, has completed a supervised clinical fellowship year and has passed the national examination in communication disorders resulting in the Certificate of Clinical Competence, and holds Oregon State licensure. A "registered and licensed physical therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure. A "registered and licensed occupational therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure.

A Physiatrist is a physician who specializes in physical medicine and rehabilitation.

A "licensed clinical social worker" is a person who has received at least a Master's degree in social work from an accredited university, and holds Oregon State licensure.

An Augmentative Communication evaluation shall include:

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A communication needs assessment to determine validity of communication augmentation from the individual;

An abilities assessment to determine:

- Communication, language comprehension and production abilities;
- Articulation, oral motor, and voicing abilities;
- Cognitive abilities related to functional communication (e.g., problem solving, memory and representational skills);
- Gross and fine motor abilities;
- Visual-perceptual abilities.

Assessments within each of the above categories will be conducted as related to the abilities required to use various A/C techniques for functional communication.

The administration of standardized tests for the assessment of the above abilities is not required for the A/C evaluation. Rather the assessment generally will be conducted through skilled clinical observation and interviews with the client and significant other in his/her communication environment. When appropriate, adaptations of standardized clinical tests within the fields of speech-language pathology, occupational and physical therapy will be administered.

A/C techniques, components and strategies will be selected to meet the general communication needs and abilities of the individual. A preliminary clinical trial will be introduced, with selected A/C techniques, components and strategies to judge the appropriateness of recommendations.

An "augmentative communication technique" refers to a method of transmitting information between two individuals that supplements oral speech. Examples of A/C techniques include: communication boards and books, gestures, manual signs, facial expressions, eye gaze and pointing, writing and electronic communication aids.

An "augmentative communication strategy" refers to a specific behavioral rule or cues that are used by communicators so the A/C techniques result in effective, efficient and appropriate communication. For example, A/C strategies help a communication board user send messages to impatient listeners, clarify a message that is not understood by others, or stabilize a hand for faster typing.

The A/C team shall report its clinical impressions and recommendation for A/C techniques, components and strategies. In reporting the evaluation results, the team members shall indicate whether, in their professional opinion, the report is a valid and realistic appraisal of the innate abilities and skills of the client being evaluated. If such is not the case, the team should appropriately preface the report in such a manner noting and detailing their professional concern(s).

Previous speech-language pathology reports that address augmentative communication, if available, should be referenced in the report of the client's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, of the different reports.

The written A/C report shall include:

A statement of referral questions raised by the client and his/her communication partners that led to the evaluation;

The communication needs that were identified;

The minimal abilities that were demonstrated for the operation of various communication techniques;

Recommendations for A/C techniques, components and strategies that will augment the individual's current communication behavior, if appropriate;

If no A/C techniques, components or strategies are recommended, the report will include a descriptive statement and reasons why no augmentation is recommended.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

SCHEDULE I

ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report.....	\$121.00
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient.....	\$ 64.00
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided.....	\$ 66.00
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.....	\$ 93.00
810AP	Psychologist or Psychiatrist; Intellectual Assessment.....	\$128.00
815AP	Psychologist or Psychiatrist; Personality Assessment.....	\$ 43.00
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).....	\$342.00
908OM	(Does not require prior authorization) Psychologist; Administrative Records Report based on existing medical records in the provider's office.....	\$ 10.00
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).....	\$ 74.00

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

16. HCSD HOUSING FUNDS

Any funds received by CONTRACTOR from the Oregon Housing and Community Services Department (hereinafter referred to as HCSD) for purposes authorized by the State DHS are subject to the following special conditions:

1. CONTRACTOR will work with the COUNTY and State DHS to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DDSD-funded residential services.

2. For each Minor Housing Project to receive State DD funds from HCSD, CONTRACTOR will submit a facility plan and cost estimates, in a form prescribed by the State DHS. Facility plans will be submitted to the State DD Housing Development Section.

3. Contingent on the State DHS's DD Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSD directly to the provider operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both the COUNTY and the State DHS.

4. CONTRACTOR will perform or cause to be performed, all work described in the approved facility plan(s) within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved plan.

TAX EXEMPT STATUS

DD50 CONTRACTORS occupying housing developed with financing authorized by DHS and obtained through HCSD must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to the COUNTY upon request.

17. EQUIPMENT ACQUIRED WITH DIVERSION (DD44), (DD57) FUNDS

17.1 INVENTORY

CONTRACTOR will complete and keep on file an inventory by location of all items costing \$250 or more each and purchased with State DHS funds. Inventory must be made available to COUNTY or State upon request.

17.2 EQUIPMENT USE

The equipment must be used for the services for which funds were originally approved by the State DHS. Use of such equipment must continue for the useful life of the item or five years, whichever is less, except as follows:

- a. Prior approval is obtained from the State DHS for alternative use.
- b. The item is lost or rendered useless for reasons other than through negligence on the part of the CONTRACTOR.
- c. Funds for the operation of the programs or services in the facility are discontinued due to loss of funding available to the State DHS.

18. START-UP FUNDS

18.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

State Intergovernmental Agreement and State Department of Human Services Financial Procedures Manual are incorporated in the COUNTY requirements below.

18.2 MULTNOMAH COUNTY REQUIREMENTS

18.2.1 PROGRAM START-UP CONDITIONS

Start-up funds awarded in this contract amendment or other amendments which are made part of this contract, unless otherwise so stated, will be paid subject to the following special conditions:

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDS SPECIAL CONDITIONS

ATTACHMENT F

Reimbursement for all expenditures is contingent on COUNTY approval of a line-item budget showing proposed expenditures of all Division funds and an expenditure report which documents actual expenditures of all funds. An expenditure report is due to the COUNTY 60 days after services are initiated. Please see requirements for Start-up Payments below for detailed instructions.

Expenditures for personnel services or services and supply items shall be documented in an expenditure report which shows actual direct service expenditures related to the project by employee name and position and uses the same service/supply categories contained in the line-item budget.

Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory listing. CONTRACTOR agrees to maintain documentation and receipts for all items purchased. Such documentation is subject to financial review by the COUNTY.

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

Items purchased such as furnishings, fixtures, vehicles, computers and other special equipment, must be used for purposes described in this contract, and for specifically named clients if approved as such, for the expected useful life of the item or five years, whichever is less, except as follows:

- A. Prior approval is obtained from the COUNTY for an alternative use;
- B. The equipment is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

Failure of the CONTRACTOR to comply with the terms stated above shall result in repayment to the COUNTY of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The COUNTY may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in the Agreement.

Expenditures for facility renovation, including leasehold improvements or other capital projects shall be documented in an expenditure report. CONTRACTOR will maintain a file of receipts for all materials and services. Facility renovations, including leasehold improvements, that cost \$5,000 or more must be secured with a Trust Deed in favor of the State Department of Human Services as described below. Detailed instructions for a Trust Deed are available upon request to the COUNTY.

An amount equal to 10% of the project cost may be withheld by the COUNTY pending approval of the Expenditure Report and completion of the work to the State Department of Human Services' satisfaction.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDS SPECIAL CONDITIONS

ATTACHMENT F

Expenditures for acquisition of real property shall be subject to a trust deed in favor of the State Department of Human Services which shall only be released by the State Department of Human Services upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.

COUNTY or State Department of Human Services will disallow expenditures which are not documented or secured as described herein to the COUNTY's satisfaction. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

Vehicles purchased with funds provided under this contract or similar previous contracts shall be used exclusively for transporting clients of the service under which the funds were contracted. CONTRACTOR shall maintain a log of the use of such vehicle(s), which shall include dates, times, mileage, driver and passengers, and purpose and destination of each such vehicle usage.

Start-up funds are awarded for one-time-only expenses necessary to begin or expand services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

18.2.2 REQUIREMENTS FOR START-UP PAYMENT

As used in this section, State Department of Human Services refers to Oregon State Department of Human Services.

Reimbursement for all start-up expenses is subject to the COUNTY approval of a line-item budget which proposes the expenses to be incurred.

18.2.2.1 LINE-ITEM BUDGET FORMS

Start-up budgets must be submitted on the forms prescribed by the COUNTY. Budget proposals submitted on different forms will be returned.

18.2.2.2 REVISION OF LINE-ITEM BUDGETS

Unless the State Department of Human Services specifies otherwise revisions may be made between items proposed, without prior notification to the COUNTY, with the following limitations: Revisions moving more than 10% of the budget category total for which funds were approved to another budget category i.e., Personnel Services, Services and Supplies, and Capital Expenditures; Acquisition of capital items costing \$1,000 or more or acquisition of real property, that was not originally approved. If revised expenditures of this nature are decided upon following original approval of a line-item budget, a revised budget should be submitted to assure that the State Department of Human Services will approve.

18.2.3 EXPENDITURE REPORTS

An expenditure report must be submitted to the County DD Services Division Program no later than 60 days following the completion of the start-up phase (the date of service initiation).

The expenditure report must be submitted on a designated expenditure report form with the Budget Number and include the attachments described below:

**18.2.4 PERSONAL SERVICES-EQUIPMENT-FURNISHINGS-FIXTURES-RENOVATIONS -
INVENTORIES/DESCRIPTIONS AND RECEIPTS**

Personnel expenses must be reported by employee name and position, and listed within the administrative, direct service or other categories in which they work, or will work after the commencement of services.

In addition to their inclusion in expenditure reports, purchases of equipment, furnishings, fixtures, facility renovation, and real property acquisition must be documented and/or secured as specified below in order to permit State Department of Human Services payment for such items.

Movable equipment and furnishings costing \$250 or more must be included in an inventory list aggregated by and specifying the facility address in which the items will be located and used. This list shall be attached to the expenditure report.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

The address of all facilities in which start-up funds are used for renovation and non-movable fixtures must be reported, and the renovations/fixtures listed and described.

Receipts must be retained by CONTRACTOR for all expenditures made with start-up funds.

18.2.5 DEDICATED USE REQUIREMENT DOCUMENTATION

Inventoried items must be used to provide the services (and for the individual, if specified) for which start-up funds were approved and for the individual, if specified, by the State Department of Human Services for the useful life of the item or five years, whichever is less, except as follows:

Prior approval is obtained from the State Department of Human Services for an alternative use;

The item is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

18.2.6 SECURITY INTERESTS AND MOTOR VEHICLES TITLE

Expenditures for vehicles, computers and other special equipment costing \$1,000 or more must also be reported, included in inventories and documented by receipts. In addition to these requirements, the State Department of Human Services will require copies of security interests executed by the CONTRACTOR, or in the case of vehicle purchases, copies of Motor Vehicle Titles listing the State Department of Human Services as a co-owner.

18.2.6.1 SECURITY INTERESTS

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

18.2.6.2 MOTOR VEHICLE TITLES

The CONTRACTOR must specify that the State Department of Human Services be listed as a co-owner of any vehicle purchased at least in part with start-up funds when registering the vehicle with the Motor Vehicles Division. A copy of the title specifying that the State Department of Human Services is a co-owner of the vehicle must be submitted by the CONTRACTOR to the State Department of Human Services within sixty (60) days of purchase of the vehicle.

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

18.2.7 OBTAINING AND SUBMITTING TRUST DEEDS WHEN REAL PROPERTY IS ACQUIRED WITH START-UP
FUNDS AWARDED BY THE DEVELOPMENTAL DISABILITIES SERVICES DIVISION

The following applies to leasehold improvements as well as to property owned by the CONTRACTOR:

A Trust Deed is required protecting the State Department of Human Services interests in real property renovated or acquired with state funds. A copy of the executed and recorded Trust Deed must be received by the State Department of Human Services for each such property within sixty (60) days of the purchase closure.

The following steps must be completed in order to obtain a Trust Deed. The CONTRACTOR (purchaser) must work with the COUNTY and the State Department of Human Services to complete these steps:

Final transfer of funds to acquire property, pay any renovation costs in the transfer, and pay closing costs must be accomplished through an escrow account. The escrow agency may be chosen by the COUNTY or the CONTRACTOR (purchaser) from any escrow agency licensed in Oregon.

As soon as possible, but no later than 15 working days prior to the proposed closing date the COUNTY must correspond with the State Department of Human Services for each property being acquired and indicate:

Escrow agent name, address, and phone number;

CONTRACTOR/buyer's full legal or corporate name;

Seller's full legal or corporate name;

The full address and the legal property description;

Proposed closing date.

The breakdown of start-up funds requested for:

- Down Payment
- Closing Costs
- Renovation

Following receipt of this information, the State Department of Human Services will issue copies of the Trust Deed and Escrow Instructions to the Escrow Agent. The Escrow Agent records the trust deed with the COUNTY and forwards a copy of the recorded trust deed to the State Department of Human Services.

18.2.8 DISBURSEMENT OF START-UP FUNDS

The COUNTY will generally provide cash in advance of up to 90% of the Start-up budget following approval of line-item budgets, but may withhold all or a portion of start-up funds to a CONTRACTOR to be issued as reimbursement following completion of designated requirements from among those listed above. The remaining 10% will be provided upon receipt of approved expenditure reports. The State Department of Human Services and/or the COUNTY will disallow expenditures, and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not documented or reported as described in this section.

CERTIFICATE OF COVERAGE

Issue Date: July 28, 2000
Certificate Number 1998



AGENCY COVERED

Oregon Commission for the Blind
535 SE 12th
Portland OR 97214

This certificate is issued pursuant to ORS Chapter 278 and the state self-insurance program and recognizes the parties listed below.

COVERAGE PROVIDED BY
STATE OF OREGON INSURANCE FUND

COVERAGES

This is to certify that the coverage indicated below is provided to the State of Oregon agency named above for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided as described herein is subject to all the terms, exclusions, and conditions of the policy manuals issued by this division to the agency.

TYPE OF COVERAGE	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	DESCRIPTION	LIMITS OF LIABILITY
				EACH OCCURRENCE
GENERAL LIABILITY XX Tort Claims Act Form XX Occurrence _____ _____ _____	Continuous	Continuous	(Refer to ORS 30.270) Property damage (any claimant) All other (any claimant) Any number of claims	50,000 200,000 500,000
AUTOMOBILE LIABILITY XX Owned Autos XX Hired Autos XX Non-Owned Autos _____	Continuous	Continuous	(Refer to ORS 30.270) Property damage (any claimant) All other (any claimant) Any number of claims	50,000 200,000 500,000
PROPERTY All Risk including Earthquake & Flood Extended Coverage ____ Mortgage Clause ____ Lenders Loss ____ Payable Clause	July 1, 1997	Continuous	Replacement Cost Deductible is: For most perils	500

Description of Operations/Locations/Vehicles/Restrictions/Special Items
Per the Multnomah County Service Contract #0110383.

Other: The State of Oregon shall indemnify, by the Oregon Insurance Fund to the limits of the Oregon Tort Claims Act, the Certificate Holder against liability for damage to life or property arising out of the agency's activities or operations relating to the above-described contract, except for any liability arising out of the wrongful acts of employees or agents of the Certificate Holder.

It is agreed that the Certificate Holder is included as an additional indemnitee, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, ORS 30.260-30.300, but only with respect to liability arising out of the activities or operations of the Agency.

CERTIFICATE HOLDER

Multnomah County
Department of Community & Family Services
421 SW Sixth Avenue, Suite 700
Portland OR 97204

State of Oregon by and through its Department of Administrative Services, Risk Management Division

Andrea Peters
Authorized Representative

CERTIFICATE OF INSURANCE**COMPANY:**

SAIF Corporation
Salem Office
400 High Street
Salem, OR 97312-1000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:

Commission for the Blind
535 SE 12th Ave
Portland, OR 97214-2408

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.

POLICY NO.	POLICY EFF DATE	POLICY EXP DATE	LIABILITY LIMITS
113981	07/01/2000	06/30/2001	(in thousands)

WORKERS' COMPENSATION**STATUTORY**

\$100	(each accident)
\$100	(each employee)
\$500	(Disease, Policy)

OTHER COVERAGE AFFORDED:**DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:****AUTHORIZED REPRESENTATIVE:****Certificate Holder:**

Multnomah County Department of Community & Family
Services
421 S.W. 6th, 7th Floor
Portland, OR. 97204-1618

Issue Date (07/31/2000)

STERIN

#1

SPEAKER SIGN UP CARDS

DATE Loel die Reach

NAME

ADDRESS

PHONE

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC

GIVE TO BOARD CLERK

#2

SPEAKER SIGN UP CARDS

DATE JULY 19, 2001

NAME DR. A.C. TURNER

ADDRESS 9540 SW KELLY AVE
PORTLAND, OREGON 97201

PHONE 503-222-9977

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC PUBLIC COMMENT PERIOD
GIVE TO BOARD CLERK

#3

SPEAKER SIGN UP CARDS

DATE 7-19-06

NAME CONSTANCE POWELL

ADDRESS 2455 NW MARSHALL ST., #12
PORTLAND, OR 97210

PHONE 503 - 224-6526

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC MH

GIVE TO BOARD CLERK

#4

SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME Kirk Wolfe, MD

ADDRESS _____

PHONE 832-0191

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Child representation in

GIVE TO BOARD CLERK
decision-making

Public
Comment

#5

SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME Jay Gohl

ADDRESS 944050 SE Ellis St.
Portland 97236

PHONE 503-762-0939

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC MCAC

GIVE TO BOARD CLERK

missed public comment opportunity
SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME

DR. GILBERTO T. LUSERO

ADDRESS

~~108~~ 108 9th Ave (OCHA)

Portland OR.

PHONE

503/502-7325

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC B-3 Mental Health

GIVE TO BOARD CLERK



Medical
Society of
Metropolitan
Portland

Robert Delf, MPA, CAE
Executive Director

4540 SW Kelly Avenue
Portland, Oregon 97201-4291
(503) 222-9977
Fax (503) 222-3164

Direct Line (503) 944-1139
rob@msmp.org

I'm sorry, Maybe I misunderstood. All the reports and messages I got back after Mr. Poot was killed, pretty much lead me to believe that the situation was under control and that the Police were going to change their tactics on how they handled themselves. Now I hear of two more shootings. One in S.E. and it was the killing of yet another mentally challenged person, the other was in N.E. and it was a completely innocent person. What is going on? Haven't these officers been taught to shoot to stop a person but not kill them? Can't they aim for the legs? What is being done to change things? I feel like I and the people of Portland are being lied to about any changes being made. The police have now made people more fearful to even be a good citizen and help out when they see something wrong happening right in front of them. Great job guys!! Please let me know what we the people can do to help the police department do a better job. I do agree with the handicap cards that the police are handing out, I inform people of them every chance I get. But their has to be more that can be done. Please let me know of anyway I can be of help.

Thank-you for letting me unload my frustration. I don't want to offend anyone I just need to let everyone know my opinion once in a while.

~ Laddie Read ~

Please Visit "The Voice"

<http://members.tripod.com/laddieread/>

I am interested in the budgets because I am a consumer who is severely disabled and these budgets affect me directly. Please help the Elderly and Disabled to live quality lives in their own homes with independence and dignity. We need programs for our survival, like transportation, meals on wheels, affordable housing, medical, energy assistance, in home care providers, respite care, and other programs to keep us in our homes. We are saving the state, city, and county thousands of dollars by staying in our homes so it would benefit us all to keep these programs intact. In the long run it benefits us all !!

Thank-you
Laddie Read



Medical Society of Metropolitan Portland

Services

- ♦ Medical Personnel Placement
 - Temporary • Regular
 - Staff Leasing
 - Wage/Benefit Survey
- ♦ Annual Conference
- ♦ Oregon Practice Man. Conf.
- ♦ Workshops / Seminars
- ♦ Sponsored Programs
 - Physicians' Answering Service
 - CredentialsOnLine
- ♦ Physician Referral
- ♦ Grievance & Peer Review
- ♦ Cellular Services

Publications

- ♦ *The Scribe*
- ♦ *Physicians' Resource Guide*
- ♦ *Doctors' Little Black Book*

Board of Trustees:

Al Turner, D.O., President
Donald Girard, M.D., President-Elect
Colin Cave, M.D., Past President
Constance Powell, M.D., Secretary/Treasurer
James Hicks, M.D.
Benneth Husted, D.O.
Keith Marton, M.D.
David Watt, M.D.
Kim Wayson, M.D.
A.G. Lindstrand (Public Member)

July 19, 2001

**Diane Linn, Multnomah County Chair
Multnomah County Commission
501 S.E. Hawthorne Blvd. Suite 600
Portland, Oregon 97214**

RE: Mental Health Services in Multnomah County

Dear Chair Linn:

We are writing to express concern about the treatment services for mentally ill citizens in Multnomah County that will result from the imminent discontinuation of the Crisis Triage Center. During the transition from the CTC to the new system of crisis services, the entire medical community, countless patients, and the citizens at large will encounter negative impacts.

Emergency departments throughout the region will be hardest hit. The acutely ill psychotic patients now treated at the CTC could overwhelm emergency rooms. Most hospital emergency facilities are inadequately prepared for what they are about to confront. Psychiatric patients will be forced into general medical beds, creating a situation that is both inappropriate and unsafe. Consequently, it is not just the mental health system that will feel the effects, but a wide range of medical staff and patients.

The Medical Society of Metropolitan Portland believes that the County is pursuing a course that will jeopardize public safety. This County already has a critical shortage of psychiatric beds. The abrupt discontinuation of acute care services through CTC will exacerbate this unsafe situation to the detriment of law enforcement and the public.

We urge the County Commission to concentrate on developing the communication resources necessary to minimize the huge risk associated with the reduction in crisis services. Our members stand ready to assist in solving this most serious situation.

Sincerely,

Al Turner, DO

**On behalf of the Board of Trustees
Medical Society of Metropolitan Portland**

C. Multnomah County Commission

4540 SW Kelly Avenue
Portland, Oregon 97201-4291
(503) 222-9977
Fax (503) 222-3164
E-mail: msmp@msmp.org
Website: www.msmp.org

Physicians promoting the best environment in which to care for patients.

**Comments of Al Turner, DO
President, Medical Society of Metropolitan Portland
Before the Multnomah County Commission
July 19, 2001**

Good morning:

Chair Linn and members of the Commission.

I am Dr. Al Turner, President of the Medical Society of Metropolitan Portland, a professional association of about fifteen hundred local physicians.

I appreciate this opportunity to address an issue that will be the subject of a Board briefing later this morning. The issue is the discontinuation of the Crisis Triage Center. I have prepared a letter that I would like to read for your consideration. The letter states:

We are writing to express concern about the treatment services for mentally ill citizens in Multnomah County that will result from the imminent discontinuation of the Crisis Triage Center. During the transition from the CTC to the new system of crisis services, the entire medical community, countless patients, and the citizens at large will encounter negative impacts.

Emergency departments throughout the region will be hardest hit. The acutely ill psychotic patients now treated at the CTC could overwhelm emergency rooms. Most hospital emergency facilities are inadequately prepared for what they are about to confront. Psychiatric patients will be forced into general medical beds, creating a situation that is both inappropriate and unsafe. Consequently, it is not just the mental health system that will feel the effects, but a wide range of medical staff and patients.

The Medical Society of Metropolitan Portland believes that the County is pursuing a course that will jeopardize public safety. This County already has a critical shortage of psychiatric beds. The abrupt discontinuation of acute care services through CTC will exacerbate this unsafe situation to the detriment of law enforcement and the public.

We urge the County Commission to concentrate on developing the communication resources necessary to minimize the huge risk associated with the reduction in crisis services. Our members stand ready to assist in solving this most serious situation.

The letter is signed by the Medical Society's Board of Trustees on behalf of our members.

I would like to emphasize that we are indeed ready to work with you on this critical issue. Please let us know how we might be of service to the Commission and the community.

Thank you.

MEETING DATE: July 19, 2001
AGENDA NO: R-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Confirming Interim Designations of Elected Officials in Event of Vacancy

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, July 19, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Deb Bogstad TELEPHONE #: (503) 988-3277
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Chair Diane Linn and Commissioner Maria Rojo

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Confirming the Interim Designations for Multnomah County Chair and
Multnomah County Commissioner District 1 in the Event of a Vacancy

07/25/01 Copies to Chair Linn & Commissioner Rojo

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 12 PM 5:39
MULTNOMAH COUNTY
CLERK



Deborah Bogstad, Board Clerk
MULTNOMAH COUNTY OREGON

Multnomah County Chair's Office
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214
(503) 988-3277 phone
(503) 988-3013 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Deb Bogstad, Board Clerk
DATE: July 11, 2001
RE: Resolution Confirming the Interim Designation of Certain
Multnomah County Elected Officials in the Event of a Vacancy

1. Recommendation/Action Requested:

Confirm proposed interim designees for Multnomah County Chair and Commissioner District 1 per Multnomah County Code 5.005.

2. Background/Analysis:

In the event of a vacancy in an elected office, Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 provides procedures for elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment. Multnomah County Chair Diane Linn and Multnomah County Commissioner Maria Rojo de Steffey have submitted designation letters, copies which are attached. Chair Linn has designated Barbara Roberts and Commissioner Rojo de Steffey has designated Clara Padilla Andrews. These designees meet the Charter qualifications for appointees of these elected offices.

3. Financial Impact:

None at this time.

4. Legal Issues:

Compliance with Multnomah County Charter County Code.

5. Controversial Issues:

None known.

6. Link to Current County Policies:

Interim designees assure there is a continuous and appropriate representation of Multnomah County residents if there is a vacancy in the elected offices of County Chair and/or Commissioner District 1. An interim designee for the County Chair also assures continuous and consistent provision of County services and management of County operations.

7. Citizen Participation:

The Multnomah County Home Rule Charter Review Committee recommended Charter changes that resulted in Measure 26-80 relating to the designation of interim County Commissioners in the event of a vacancy which was approved by voters participating in the November 3, 1998 election. The Multnomah County Board of Commissioners adopted Ordinance 923 following public hearings on January 7, 1999 and January 14, 1999. That Ordinance provides procedures for public notice and opportunity for the public to provide input in the election or appointment process.

8. Other Government Participation:

Not applicable.



Diane M. Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

Phone: (503) 988-3308
FAX: (503) 988-3093
Email: mult.chair@co.multnomah.or.us

July 3, 2001

Deborah L. Bogstad
Board Clerk
501 SE Hawthorne, Suite 600
Portland OR 97214

RE: County Chair Interim Designee

Should I have to leave office for any reason and in accordance with Charter section 4.50(3) and MCC 5.005, I designate Barbara Roberts as Interim County Chair for Multnomah County. Barbara Roberts will serve as County Chair until a new Commissioner is elected.

Barbara Roberts began her career in public service as an advocate for handicapped children. In 1969, she was an unpaid lobbyist spurred by concerns for her autistic son. She served on the Parkrose School Board, the Mt. Hood Community College Board, and the Multnomah County Commission before her election to the Oregon House of Representatives in 1981. During her second term, she became Oregon's first woman House majority leader. In 1984 Barbara was elected Secretary of State, and became the first Democrat elected to that post in 114 years. She was reelected in 1988.

Barbara ran unopposed in the Democratic primary in 1990 and was subsequently elected to succeed Governor Neil Goldschmidt. Barbara Roberts was inaugurated as Oregon's first woman Governor on January 14, 1991. She completed her term as thirty-fourth governor in 1995. During her term, Barbara was recognized as a strong advocate for public education, human rights and services, environmental management, and streamlining State government.

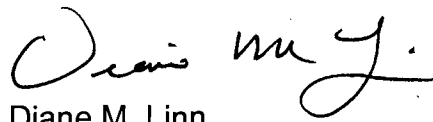
On a personal note, Barbara is a fourth generation Oregonian. She was born in Corvallis and grew up in Sheridan, where she graduated from Sheridan High School. She attended Portland State University, the John F. Kennedy School of Government at Harvard University, and Marylhurst College.

BOARD OF
COUNTY COMMISSIONERS
01 JUL - 5 PM 3:50
MULTNOMAH COUNTY
OREGON

Board Clerk
July 3, 2001
Page Two
Re: Interim Designee

Generally, no one hopes there will be a need for an interim designee. However, I can think of no one more qualified or more principled to serve as Interim Multnomah County Chair. I am both pleased and honored that my friend and colleague, Barbara Roberts, has agreed to be my designee.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane M. Linn".

Diane M. Linn

c: Board of County Commissioners
Multnomah County Auditor
Multnomah County Sheriff
Multnomah County District Attorney



MARIA ROJO DE STEFFEY
Multnomah County Commissioner, District 1

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5220
FAX: (503) 988-5440
Email: district1@co.multnomah.or.us

July 11, 2001

Deborah L. Bogstad, Board Clerk
Multnomah County Chair's Office
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214-3587

RE: District 1 Interim Designee

In accordance with County Charter Section 4.50(3) and Multnomah County Code Chapter 5.005, I have designated Clara Padilla Andrews as Interim District 1 Commissioner should I have to leave my office for any reason. As this section states, Clara Padilla Andrews would take over my position on an interim basis until a new Commissioner is appointed or elected. Clara Padilla Andrews lives in the district and meets all of the Charter qualifications for appointees to the County Commission. I believe Clara Padilla Andrews is highly qualified to serve as an interim Commissioner in the event of a vacancy and would well serve District 1 constituents.

Sincerely,

Maria Rojo de Steffey

cc: Board of County Commissioners
Suzanne Flynn
Michael Schrunk
Dan Noelle

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 10 AM 8:52

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-096

Confirming the Interim Designations for Multnomah County Chair and Multnomah County Commissioner District 1 in the Event of a Vacancy

The Multnomah County Board of Commissioners Finds:

- a. As required by Multnomah County Charter Section 4.50(3) and Multnomah County Code 5.005 provides procedures for elected officials to designate an interim occupant to serve until a vacancy is filled by election or appointment.
- b. In accordance with MCC 5.005(B)(1), Diane Linn, Multnomah County Chair, designates Barbara Roberts as interim occupant of that office.
- c. In accordance with MCC 5.005(B)(1), Maria Rojo de Steffey, Multnomah County Commissioner District 1, designates Clara Padilla Andrews as interim occupant of that office.

The Multnomah County Board of Commissioners Resolves:

1. The Board confirms Barbara Roberts to serve as interim occupant for Multnomah County Chair in the event of a vacancy in that office.
2. The Board confirms Clara Padilla Andrews to serve as interim occupant for Multnomah County Commission District 1 in the event of a vacancy in that office.

ADOPTED this 19th day of July, 2001.



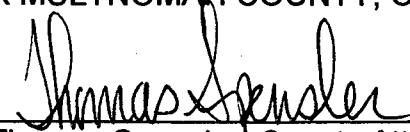
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler, County Attorney

3

SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME JOHN DUKE

ADDRESS 1236 SW Salmon

PORTLAND OR 97205

PHONE (503) 535-3804

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC PREG PREV. + TEEN PARENT NETWORK
GIVE TO BOARD CLERK

#4

SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME Diane Cohen-Alpert

ADDRESS 3704 SE Francis

Portland 97202

PHONE 503 239 6996

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Network for Teen Parents
GIVE TO BOARD CLERK

MEETING DATE: July 19, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 9:40 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contingency Funding for Teen Parent Network Coordination

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: July 19, 2001
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: Diana Bianco TELEPHONE #: (503) 988-5797
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Karen Knight, Youth Services Consortium

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Contingency Funding for Teen Parent Network Coordination

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 12 PM 1:06
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

FY 2002 BUDGET NOTES

07/02/01

Contingency Requests

In addition to requests that meet normal criteria for transfer, the Board will consider requests for transfers from the General Fund Contingency account during FY 2002 for the following purposes. Additional information for some of these contingency requests can be found in the budget note section.

- **Court Day Care:** The Board will consider providing a one time only match to the State and/or private business or non profit groups interested in providing operating funds for a court day care facility (\$25,000)
- **Single Access Point Homeless Shelter:** The Board will consider a contingency funding request for a single access point into the homeless families system as provided in the Homeless Families Plan. The Board recognizes that this service is ongoing in nature and ongoing funding would have to be provided within the County's financial constraints for future fiscal years.
- **CARES Child Care Grant:** The Board will consider a one time only contingency funding as grant match for potentially new state child care funds.
- **Sexual Minority Youth:** The Board will provide \$50,000 of contingency funding for sexual minority youth services that were cut. The ongoing funds have been budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. Return to the Board by August 1, 2001.
- **Housing Program Strategic Planning & Program Development:** The Board will consider one time only contingency funding request to pay for professional services to DSCD's housing program to support a joint County/cities/non-profit housing task force (\$25,000).
- **OCHIN Transition:** The Board will consider a one-time only contingency funding request for professional services for the OCHIN transition (\$30,215). Health Department to provide additional information
- **Courthouse Planning:** The Board will consider a one-time-only contingency funding for planning related services for the Courthouse, up to \$250,000. Staff will return to the Board for a briefing on this issue and more detailed information regarding the funding request.
- **Teen Parent Network Coordination:** The Board will consider a one-time-only contingency request for \$15,300 pending additional information about the program.
- **Civil Rights Ordinance Enforcement:** The Board may appropriate up to \$25,000 for enforcement of the County's Civil Rights Ordinance.
- **Potential Capital Projects:** The Board has reserved \$718,000 in General Fund Contingency for potential Capital Improvement Projects. The Board will consider providing one-time funding from this source during FY 2002 if the Department of Sustainable Community Development presents a spending plan supporting a strategic capital investment .

Budget Notes

Quarterly Reporting Process

The FY 2002 budget process highlighted the tension between allocating scarce resources and developing new revenue sources to offset budget reductions. Given the department's creative responses in developing new revenue sources and the lack of historical data to forecast these new revenues, the Board directs the Budget Office and those affected departments to return to the Board on a quarterly basis to report on revenue and expenditure data in the form of a Quarterly Financial Report. That report should include the status of a department's expenditures and revenues, an explanation of seasonal trends and unusual expenditures and revenue receipts,

FY 2002 BUDGET NOTES

07/02/01

and whether or not the department will meet year end targets and/or appropriations. The report will also include a section updating and advising the Board on the status of bond fund activity.

If revenues fail to meet projections, the Board directs the Budget Office in consultation with the Departments to return to the board with a reduction plan evaluating and outlining options to bring expenditures in line with new revenue projections.

Specific revenues to be addressed include, but are not limited to:

- Pay to Stay Fee Collection
- Animal Control Fines and Fees
- Property Tax
- Motor Vehicle Rental Tax
- Gas Tax
- Business Income Tax
- Federal Bed Rental Revenue
- Federal Financial Participation Revenue
- Primary Care Clinic Revenues
- Recording Fees
- Internal Service Revenues (Facilities Management, FRED's, Data Processing, Risk Fund)
- Assessment & Taxation Supplement
- Strategic Investment Program Revenues
- State Revenues including Department of Corrections Revenue
- DUII Fee Revenues

State Funding Formula Issues

The Direct Report Managers (DRMs) are to develop a countywide policy for the Boards consideration, to address state funding formula issues (grants-in-aid, ADS equity issue). As part of the construction of the policy issue/statement, the DRMS are to collaborate with the State Department of Human Resources reorganization efforts in a partnership context

Non-County Agencies

Prior to planning for FY 2003 the Board will consider the array of Nondepartmental appropriations to non-County agencies and how to knit them more closely into the County policy web.

Primary Care Clinic Revenues

The Health Department and the Budget Office will monitor the client flow and access issues in the County's primary care clinics, and return to the Board quarterly with an update. Should budgeted fee revenues fail to materialize after the first quarter, the Health Department is to return with proposed program reductions to take effect immediately (see Quarterly Reporting Budget Note).

Pretrial Release System Redesign

The Local Public Safety Coordinating Council (LPSCC) has been reviewing the County's Pre-Trial Release System for increased efficiencies, effectiveness, and potential for cost savings. The Court Work Group has been designated as the group responsible for deciding how to best proceed. The Court Work Group is currently reviewing and validating pre-trial release criteria. It is also forming recommendations for an information system that will eliminate duplicate information collection during various pre-trial release interviews and the booking process and allow information to be shared more easily. LPSCC will brief the Board at the conclusion of these activities.

FY 2002 BUDGET NOTES

07/02/01

Pay to Stay Review

The Sheriff's Office shall return to the Board in the fall with a review of the Pay-to-Stay program, including information about number of clients billed, percent of billings collected, civil judgments entered against clients for reimbursement, and impact on families, if known. Also, the Board will discuss the policy implications of collecting from clients whose significant assets (homes, cars, etc.) may be seized.

INS/US Marshal Revenue Review

During FY 2002, the Sheriff's Office shall report monthly to the Board and the Budget Office on federal bed rental receipts. Should budgeted revenues fail to materialize at budgeted levels by the first quarter, the following sources will be used in this order as potential offsets to unrealized revenue.

- \$1,650,000 additional carryover/underspending in the Sheriff's FY 00-01 budget (below 96%).
- \$750,000 planning money for a possible East County Justice Center.
- \$500,000 from Community Justice programs and/or additional state Community Justice funding that could offset programs currently funded with County general fund. (The expanded Mentorship and Treatment Foster Care programs can proceed as originally planned.)

Oregon Project Independence

The Board wishes to ensure that funding for Oregon Project Independence remains at the top of the County's legislative agenda. To that end, the Board directs the Public Affairs Office to report on efforts to assist the state in approaching the federal government for sufficient revenue support for this program.

Federal Financial Participation Work group and Schools

The Federal Financial Participation work group is directed to work with Portland Public Schools to explore billing the federal government for the portion of PPS employees time that is potentially reimbursable.

Mental Health Redesign Budget

The Department of Community and Family Services will present the Board with a revised mental health budget that reflects the redesign of the mental health system no later than July 30. The necessary budget modifications to reallocate funding should be submitted shortly thereafter and reflect any Board feedback.

Comprehensive Services for Children and Families in Foster Care System

The Board will make final budget decisions on early intervention services for foster children and their families in the fall. This partnership model will start with the opening of the CRC, but will only require County funds in FY 2002-03, currently estimated at \$250,000- \$300,000.

Bienestar at Rockwood

The Adopted Budget includes \$100,000 of funding for a spring start-up of Bienestar at Rockwood, contingent on sufficient Federal Financial Participation funds being realized. Prior to start-up, the Department of Community and Family Services should discuss with the Board the availability of sufficient ongoing funds to support this program as well as plans for expansion of Bienestar into Columbia Villa.

FY 2002 BUDGET NOTES

07/02/01

Information Technology Issues

DSS will arrange a peer review (or due diligence report) on the organizational implications of the Information Technology Organization.

DSS will move forward with the mainframe migration implementation. DSS shall report to the Board with information on alternative financing options. The Board may choose different financing sources than those currently budgeted.

Facilities Issues

The Facilities Priority Committee will schedule a worksession with the Board to examine current Asset Preservation Policy and Fund. The worksession agenda should include definition of asset preservation, deferred maintenance and capital improvement projects. The Board would also like information on the history of Asset Preservation, fund status, unfunded projects and descriptive information.

Facilities to schedule a worksession with the Board to provide a briefing regarding the status of the downtown Courthouse project. Additionally, the Board would also like to be briefed on the status, options and funding implications of the Gresham Temporary Court space. When and if the Board approves funding for Gresham Temporary Court space, it will come from the Capital Program for FY 2002.

Budget Office will recommend a threshold dollar value with respect to the use of Asset Preservation Emergency appropriation and when it should be reported back to the Board.

The follow proposed amendments/items will be brought back for the Boards consideration during the summer:

- 02-dscd-pa-04 Sheriff's move to Yeon;
Yeon Building Repairs & Maintenance Project (\$2,000,000)
- 02-dscd-pa-04 Multnomah Building 5th Floor Remodel (\$492,000)
- 02-dscd-pa-04 Multnomah Building Green Roof Design (\$49,700)
and Construction (\$282,000)
- Master Plan Delay pending further consideration
- Develop Charter River Patrol Building on the Columbia River

FY 2001 Departmental Spending Target Review

The Budget Office will review year end balances in August to report on whether departments were successful in meeting their 96% expenditure targets. If the overall General Fund Beginning balance is less than budgeted and a department did not meet its spending target, the Budget Office will return with recommendations that departments carryover amendments be revisited as potential cuts.

Flash Money

The County understands that, on occasion, the use of large sums of money known as "flash money" is a necessary element to the successful investigation of drug, property, and other types of crimes by the Sheriff's Office. In order to further an investigation, the use of flash money is an important tool to the infiltration of the criminal enterprise and in gaining the acceptance and confidence of an alleged criminal. The County also understands that there is a risk of loss when flash money is used during these types of investigations. The County acknowledges the sum of \$100,000 as an acceptable risk when using flash money in a criminal investigation.

THE MULTNOMAH NETWORK ON TEEN PREGNANCY AND YOUNG PARENTING

WHAT IS THE NETWORK?

The Multnomah Network on Teen Pregnancy and Young Parenting (the Network) has been facilitated by the Youth Services Consortium since 1994. The Network was started by a group of committed providers and individuals in order to optimize services and outcomes to pregnant and parenting teens and to young people at risk of unintended pregnancy. With a small grant from Multnomah County (\$15,300 annually) for staffing, the Network has developed into the primary group for information sharing, coordinated planning, system improvement efforts, and resource development in the area of teen pregnancy and parenting.

The Network consists of over 150 individuals representing nearly 100 agencies and programs who share a common interest in helping young people be healthy and successful members of our communities. They include teen parents, line staff, child development and child care workers, health professionals, providers of homeless youth services, local and state agency representatives, and private citizens. Their interests include:

- preventing teen pregnancy through comprehensive approaches
- providing community education on issues relating to teen pregnancy and young parenting
- helping teen parents develop positive parenting skills to become the best parents they can be
- helping teen parents pursue and complete educational and employment goals
- assuring that pregnant and parenting teens and their children are safe and healthy
- providing critical services for the children of teen parents to assure that they thrive

WHAT DO WE DO?

Under the Consortium's leadership, the Network has developed a broad array of activities to help service providers communicate effectively with each other and provide a coordinated system of services. Examples include:

- Four regular meetings of all interested Network participants, designed to provide information and updates on current issues, help providers collaborate, and work on policy issues to improve services;
- Regular meetings of the Pregnancy Prevention Coalition, which partners closely with the Multnomah County Health department and is the entity in Multnomah County that links with the Governor's Action Agenda to reduce teen pregnancy statewide. This group has provided educational forums to the community on topics relating to comprehensive approaches to adolescent sexuality and prevention. A recent grant for \$20,000 from Adult and Family Services has enabled the Coalition to launch a community assessment process to identify services and gaps in prevention services;
- A regular lunch meeting of direct service providers from a variety of service areas, who meet to share resources and gain information on topics relevant to teen parent services, including: paternity, health care, child development, housing, and welfare reform. This group has met a significant need for service coordination among those most directly involved in the lives of teen parents;

- A newsletter, published three or four times annually, that helps impart a variety of information to Network members.

The Network facilitator at the Consortium also serves as a voice for pregnant and parenting teens and for teen pregnancy prevention in such arenas as the Coalition of Advocates for Equal Access for Girls, the Oregon Teen Pregnancy Task Force, and the Girls Initiative Network.

SIGNIFICANT ACCOMPLISHMENTS

- The HomeSafe Supportive Housing Project, funded in 1994 by HUD's McKinney Program and currently still operating, was the result of Network partners working together with the Youth Services Consortium to fill a major gap in housing services.
- In 1997, under the guidance of the Consortium, the Network developed "An Integrated Vision for the Future" (the Vision Project), outlining the root causes of teen pregnancy and offering a detailed prescription for policy-makers and others as to how to provide services to prevent too early pregnancies and to improve the lives of teens who are parenting. This work was a significant contribution to the community and has been the foundation for several recent efforts.
- In 1999-2000, a task force was established to develop a comprehensive plan for improving housing services for pregnant and parenting teens. The resulting housing report outlines major needs and gaps in services and provides recommendations based on these needs.
- In the fall of 2000, the Network learned of funding from the City of Portland's Bureau of Housing and Community Development for helping people obtain and maintain permanent housing. The Consortium staff was able to quickly obtain feedback from service providers to determine if these funds were appropriate for teen parents, and if so, what model would be most effective. The application, written collaboratively with insights Teen Parent program, was approved for funding and is now operational (known as the HAPPY program, Housing Assistance for Pregnant and Parenting Youth).

GOALS FOR 2001-02

With continued funding, the Network will be able to continue its work connecting agencies and individuals to improve and enhance services for pregnant, parenting, and at-risk teens. In addition, the Network will work to:

Identify new resources for safe housing for teen parents, especially in light of recent cuts in funding for housing this population;

Identify and develop resource information on services for Latino pregnant or parenting teens;

Provide information to the community about programs that are effective in helping to prevent unintended teen pregnancies, based on a local study funded in 2000-01 by the State of Oregon; and

Work on increasing the exchange of information among systems that also serve teen parents in Multnomah County.

➔ STARTING POINTS: **BASIC TEEN PARENT SERVICES IN MULTNOMAH COUNTY**

The following resources can be helpful in accessing a variety of services for teen parents. This is not intended to be a comprehensive listing of resources for teen parents, but rather a brief guide to programs and services whose primary focus is teen parents

COMPREHENSIVE CASE MANAGEMENT SERVICES

CONNECTIONS A joint project with Multnomah County Health Department and community-based organizations that provides case management, health care, and other services. Call the program in the closest geographic location to the client. These programs also have other services for teen parents.

Insights Teen Parent Program
2020 SE Powell Blvd., Portland, 97202

239-6996

North Portland Youth and Family Center
5139 N. Lombard, Portland 97203

285-9871

YWCA Northeast Center
5630 NE MLK Jr. Blvd, Portland, 97211

721-1750

PATHWAYS Case management/client advocacy for non-pregnant, pregnant, or parenting young women ages 13 – 20. Part of Multnomah County Youth Investment System.

Morrison Center
1818 SE Division, Portland 97202

230-8855

HEALTH SERVICES

Multnomah County Health Clinics:

North Portland 988-3366
Mid-County 988-5157

Northeast Portland
East County

988-5055
988-5157

Southeast/West
Brentwood-Darlington

988-3520
736-6127

Other Clinics:

Outside In Socio-Medical Clinic 223-4121
1236 SW Salmon, Portland

Planned Parenthood 775-3918
3231 SE 50th, Portland

EDUCATION

Portland Public Schools Teen Parent Services 916-5858, x410
2508 NE Everett, Portland 97232

Helensview High School 255-7629
8678 NE Sumner, Portland 97220

PATHFINDER ACADEMY 978-9266
7528 N. Charleston, Portland 97203

EMPLOYMENT

Youth Employment Institute 280-1058
1704 NE 26th, Portland 97212

Pivot/Job Corps 280-6170
2508 NE Everett, Portland 97232

Project YESS 491-7641
Mt. Hood Community College

PUBLIC ASSISTANCE Adult and Family Services Teen Parent Branch 3975 SE Powell Blvd., Portland 97202 731-4793

⇒ STARTING POINTS: HOUSING SERVICES FOR TEEN PARENTS IN MULTNOMAH COUNTY

EMERGENCY/CRISIS

There are no emergency shelters specifically for teen parents. However, several options exist if you have a pregnant or parenting teen who is under 18 and is in need of immediate shelter.

Pregnant Only

Harry's Mother (24-hour crisis line) 233-8111
Streetlight Youth Shelter (downtown) 224-5988

Pregnant Or Parenting

Greenhouse 239-1245
(Drop-In Center)
Boys and Girls Aid Society 222-9661
(Options help line, Information & Referral)

Domestic Violence Victims

Bradley-Angle House 281-2442
Portland Women's Crisis Line 235-5333
Adult & Family Services has special funds
for domestic violence victims 731-4793

TRANSITIONAL HOUSING – SHORT AND LONG TERM

AGENCY NAME	WHAT THEY HAVE	AGES	PHONE
HomeSafe Supportive Housing Project	Apartment program + case management for 12–18 months	16 – 19	281-6151, x15
Willamette Bridge Programs	Group Home setting	16 – 21	222-2662, x27
Outside In Housing Programs	Apartments, case management, short and long term	17 – 21	223-4121
New Avenues for Youth	Downtown facility-based housing program serves 1 – 2 teen parents	15 – 20	224-4339
Elizabeth House (Catholic Charities)	Group home setting for up to three pregnant young women	16-21	236-7235
Bottomline Academy	Shared housing setting for women & children	17 – 27	285-0493
Bethany House	Group home for pregnant teens – up to 3 months after birth	16 – 20	667-8409

PERMANENT HOUSING OPTIONS

Housing Authority of Portland	Low Rent Public Housing	288-5750
	Section 8 Housing program	273-4567
HUD Multi-family Housing	HUD-funded low income housing through private apartment owners	326-7085 (ask for directory of housing units)
Community Development Network	Network of agencies offering low rent and homeownership programs	335-9884 (ask for current list of agencies)

Prepared by a Committee of the Multnomah Network on Teen Pregnancy and Young Parenting, September, 2000. For more information about the Network, call 503-281-6151, x15

THE NETWORK NOTEBOOK

A publication of the Multnomah Network on Teen Pregnancy and Young Parenting

AUGUST 2001

YOU ARE INVITED TO ATTEND THE NETWORK ON TEEN PREGNANCY AND YOUNG PARENTING ANNUAL RETREAT

FRIDAY, AUGUST 3, 2001
9:00 AM - 12 NOON

LUTHERAN INNER CITY MINISTRIES
4219 NE MARTIN LUTHER KING JR. BLVD., PORTLAND

⇒ RSVP by August 1 to 503-281-6151, x15, or pmacrae@yscinc.org

What changes have occurred in the service delivery system for pregnant and parenting teens in the past year? How can we be more effective in advocating for teen parent services? What should be the primary activities of the Network in 2001-02? Join us for a full morning that will also include an update on the Pregnancy Prevention Coalition's needs assessment project. A special screening of the video "GIRL TALK: Providing Medical Care to Young Women on the Streets," produced by Out and Out Productions and Outside In and directed by Linda Kliever, will conclude the meeting. Please come! **Morning refreshments will be provided.**

A NETWORK UPDATE by Patti MacRae, Facilitator

In February, the Youth Services Consortium was informed that funding from Multnomah County would be cut for coordination of the Multnomah Network on Teen Pregnancy and Young Parenting. Since that time, the Network Steering Committee has been working with me to try to restore the Network's funding and to find other sources of support. We owe a special debt of gratitude to Pam Patton, Morrison Center, for her work in getting the Network on the agenda of the Board of County Commissioners; to Jerry Burns, AFS District 2 Director and Pamela Murray, Steps to Success, for their generous donation of supplies to help support the Network's activities, and to members of the Network Steering Committee. THANK YOU!

At a meeting of the County Commission on June 21, an amendment was introduced to restore funding to the Network for FY 2001-02. A final vote on whether to release funds for the Network will occur at the regular board meeting on July 19, at which time the board will hear brief testimony from those who are involved with the Network. **We are very hopeful that the outcome of this vote will be positive!**

Whether or not the Network receives full or partial funding for the coming year, we are committed to assuring that ongoing coordination and networking continues. To that end, I hope you will attend the annual retreat on August 3! By continuing to work together we maximize our ability to help young people be successful.

HOUSING SERVICE CHANGES AND UPDATES

Loss of SafePlace: Beginning in July, the SafePlace Housing Program will no longer be available, due to the elimination of its Multnomah County funding. This program has provided short term housing options for pregnant and parenting teens through Boys and Girls Aid Society and Outside In.

Boys and Girls Aid Society has recently made some difficult decisions about its direction and the programs it offers to young people. **Beginning July 1, Boys and Girls Aid will also no longer provide HomeSafe, priority letter coordination, RASP, and Youth Investment System case management for pregnant and parenting teens.** Read on to find out how some of these gaps are being filled.

HomeSafe: Three providers continue to offer services in Multnomah County. For HomeSafe information, call:

Catherine or Lori at Insights: 503-239-6996

Debra at NE YWCA: 503-721-1748

Sandra at North Portland YFC: 503-285-9871, x158.

Special Needs Priority Letters: The following agencies can write priority letters on a limited basis until a replacement agency is identified to provide this service specifically for teen parents:

St. John's YWCA Emergency Services: 503-721-6760

Albina Ministerial Alliance: 503-285-0493

Portland Impact: 503-988-6000

Raphael House (for DV victims): 503-228-4335

Human Solutions, Neighborhood House, and Friendly House also can write Priority Letters but only for clients who are currently in one of their programs.

The Housing Authority of Portland will be developing a plan to replace RASP and Priority Letter services for teen parents. An update on this process may occur at the Annual Retreat.

Housing Openings: The Changes Program of Willamette Bridge has openings for young people ages 16 - 20. Changes helps youth obtain permanent housing by providing help with locating an apartment, paying move-in costs, and helping with

some costs for the first few months. Case management is also available. Youth must be working and have completed high school or GED. Teen parents are eligible for these services. For more information, call Scott Conger at 503-238-1702.

HAPPY Program is up and running! This is the new rental assistance program to help teen parents (including couples!) transition to permanent housing. To date, eight teen parent families are receiving rental assistance and a number of others were working on enrollment. While the program can only serve about 12 participants at a time, clients who may be eligible are encouraged to sign up so they can get on a waiting list. Eligibility includes 17-22 years old, live in Portland, currently working with a case manager, experiencing a housing crisis, and able to live independently. For more information contact Stacey Darden at Insights, 503-239-6996, x221.

JOB ANNOUNCEMENTS

Family Works, located at 4110 NE 122nd Avenue, Portland, is hiring two positions: a School Attendance Initiative Outreach Specialist and a Youth Investment System Youth Advocate. These positions close July 27. For details on the School Attendance Initiative position, **contact** Chris Bekemeier at 503-256-2330, ext. 11 or cbekemeier@lcsnw.org. For details on the Youth Investment position, contact Georgeanne Jackson, 503-256-2330, ext. 17 or gjackson@lcsnw.org.

Portland Public Schools is seeking bilingual aides for the 2001-02 school year. Call 503-916-2000 for details.

NEWS YOU CAN USE

Planned Parenthood's Peer Education Project (PEP) is a group of teens from the Tri-County and Vancouver area who are trained in comprehensive responsible sex education. These teens present interactive workshops around sexuality issues for other youth organizations or schools. Subjects may include contraceptive methods, STI and HIV prevention, peer pressure, decision-making and life skills. For more information, call Melissa Webb or Grayson Crosby at 503-775-4931. Presentations will begin January 2002.

Young Fathers Support Groups at the Northeast YWCA are taking a break during the summer but will be back. In the meantime, Charles Hannah, Community Outreach Worker, Multnomah County Health Department, and the Early Headstart Family Center are holding playgroups for dads and children starting July 20. For more information call Charles at (503) 988-5055, x29123.

The Portland Housing Center has moved. Their new location is 3233 NE Sandy Blvd., Portland, and their phone number is 503-282-7744.

A group from Oregon Legal Aid will be holding a meeting on welfare issues on Saturday, July 28 at 3 PM at the North Portland Family Center. Teen parents and providers are invited to attend to tell their stories about AFS services. Call Sandra Johnson at 503-285-9871, x158 to RSVP or for details.

NEW RESOURCE!

"Directions: A Pregnancy Prevention Guidebook for Young Parents" is a new FREE resource for professionals serving adolescent parents that will be available this fall. It is designed to help young parents make healthy choices and prevent unprepared pregnancies.

The guidebook is a unique tool to use in a variety of settings and will include the following topics:

- Personal values and choices
- Self worth
- Personal relationships
- Sexual health
- Emotional aspects of sexuality

Tips to professionals using the guide, information on additional resources, and options for obtaining units online are intended to make the guide user-friendly.

The guidebook is a collaboration among the following agencies: Insights Teen Parent Program, Multnomah County Health Department, Adult and Family Services, Portland Public Schools Teen Parent Services, North Portland Young Families Program, Northeast YWCA, Newberg High School's Great Expectations Program, and the Oregon Teen Pregnancy Task Force.

To receive more information about how to get your free copy when it becomes available, complete, clip and mail the form below to:

**Patti MacRae, YSC 4839 NE MLK Jr. Blvd.,
Portland, OR 97211 Attn: OTPTF Guidebook**

DIRECTIONS GUIDEBOOK INFORMATION REQUEST

Name _____

Organization _____

Address _____

Phone _____ Fax _____

email _____

SAVE THIS DATE!

The Oregon Teen Pregnancy Task Force Conference will be held on Monday, October 15, 2001 at the Greenwood Inn, Beaverton, Oregon. Details will be mailed in August!

WHO ARE WE?

The Multnomah Network on Teen Pregnancy and Young Parenting facilitates communication and collaboration among individuals, agencies and organizations who share a common vision. We invest our energies and resources in supporting young parents and their families, postponing teen pregnancy, and empowering young people to make informed life choices. The Network is guided by its members and facilitated by staff of the Youth Services Consortium through funding from the Multnomah Commission on Children and Families.

The Network holds regular meetings to share information among providers and other interested partners, sponsors the Multnomah County Pregnancy Prevention Coalition, and publishes this newsletter. For more information, contact Patti MacRae at 503-281-6151, x15.

Multnomah Network on Teen Pregnancy and Young Parenting
Youth Services Consortium
4839 NE MLK jr. Blvd, Suite 8
Portland, OR 97211

MEETING DATE: July 19, 2001
AGENDA NO: R-3
ESTIMATED START TIME: 9:55 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for State Criminal Alien Assistance Program Funding

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: next available
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Administration
CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503/350

PERSON(S) MAKING PRESENTATION: Barbara Simon

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for State Criminal Alien Assistance Program (SCAAP) Funding, and requesting approval to register the County as a jurisdiction eligible to receive funds through its Chief Executive Officer, with the Sheriff's Office being the Jurisdictional Point of Contact

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Noelle
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 11 PM 4:25
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN

NOELLE

Phone: ~~SHERIFF~~ 988-4300

TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM BRIEFING - SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: June 21, 2001
Requested Placement Date: July 19, 2001

I. Recommendation/Action Requested:

Approve the Sheriff's Office pursuit of funding from the Bureau of Justice Administration's program titled; "State Criminal Alien Assistance Program" also known as the SCAAP.

II. Background Analysis

SCAAP provides Federal assistance to States and localities that are incurring costs of incarcerating undocumented criminal aliens who have been accused or convicted of state and local offenses. Please note that the deadline for applying for SCAAP funding is July 16, 2001 so the application will have been submitted prior to Board approval.

III. Financial Impact

SCAAP is a payment program not a reimbursement or entitlement program. It provides Federal assistance to States and localities that are incurring costs of incarcerating undocumented criminal aliens who have been accused or convicted of State and local offenses. FY 2001 SCAAP payment amounts will be determined by fixed formula using a data set that has been refined from previous years based on BJA and DOJ agencies' experience with the program. Individual SCAAP payment amounts are determined once all data have been reviewed and approved by BJA and INS. In anticipation of this revenue, the Board of County Commissioners has budgeted \$300,000 from SCAAP funds for FY 2001-02.

IV. Legal Issues

None

V. Controversial Issues

None

VI. Link to Current County Policies

Good Government

VII. Citizen Participation

None

VIII. Other Government Participation

BJA, DOJ, INS

MEETING DATE: July 19, 2001
AGENDA NO: R-4
ESTIMATED START TIME: 10:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Robert Wood Johnson Foundation Reclaiming Futures Initiative Grant

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, July 19, 2001
AMOUNT OF TIME NEEDED: 10 MINUTES

DEPARTMENT: Community Justice DIVISION: Juvenile

CONTACT: Pat Franck TELEPHONE #: 503-988-4583
BLDG/ROOM #: 503/250

PERSON(S) MAKING PRESENTATION: Joanne Fuller

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Robert Wood Johnson Foundation Reclaiming Futures Initiative Grant

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Elyse Clawson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 5:50



MULTNOMAH COUNTY OREGON

Administrative Services

501 SE Hawthorne Blvd, Suite 250
Portland, Oregon 97214-7214
(503) 988-3701 phone
(503) 988-3990 fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: July 11, 2001

SUBJECT: Notice of Intent to Apply for Robert Wood Johnson Foundation
Reclaiming Futures Initiative Grant

I. Recommended Action:

Board approval to apply for Robert Wood Johnson Foundation Reclaiming Futures Initiative Grant

II. Background/Analysis:

Multnomah County has been invited by the Reclaiming Futures Initiative (funded by the Robert Wood Johnson Foundation) to submit an application to obtain up to \$1.25 million over five years. The Initiative's purpose is to "help juvenile courts, treatment providers, policy makers, community stakeholders, youth, and their families collaborate in creating comprehensive, integrated community systems of care for substance-abusing youth" involved in the juvenile justice system.

Multnomah County is one of only 33 communities out of 280 applicants from around the country who were invited to complete a full application. Applications are due August 24th. Fifteen applicants will host site visits in October and only ten sites will be funded. Decisions will be made January 30, 2002.

As stated in the County's Letter of Intent (attached), we know we are not doing enough in our local community to meet the needs of youth offenders with substance abuse issues. Forty-two percent of all teenagers arrested here in 1999 tested positive for drugs, usually for marijuana, followed by in frequency by methamphetamines. Six percent of arrested male teenagers and ten percent of females tested positive for multiple drugs. A survey of youth on probation in Multnomah County the same year revealed that 75% had tried alcohol or drugs, 34% had used them two or more times per week and 23% had used them daily. Twenty-seven percent had used alcohol and 18% had used drugs by age 12. Furthermore, 16 of the 81 youth (20%) committed by the County to state training schools that year were sent there because they could not access local alcohol and drug treatment or mental health services or because appropriate local services didn't exist.

Memorandum to the Board of County Commissioners
Department of Community Justice
Notice of Intent to Apply for Robert Wood Johnson Foundation Reclaiming Futures Initiative
Page 2

To address these issues will require system wide change, guided by the coordinated efforts of the Court, the County, treatment professionals, youth and families and other community partners. Because of the inherent complexity of such a task, the Reclaiming Futures Initiative requires that the first year of the grant be spent planning. This will allow County staff, the Court, treatment providers, community members and families to assess the treatment and justice systems, endorse common principles and create a strategic plan that would ultimately serve 250-300 youth in the justice system with substance abuse issues every year.

- III. **Financial Impact:** This grant revenue would increase the Department's expenditure allocation by \$250,000 annually for five years. The last four years of funding are contingent upon meeting grant-related benchmarks during the first year.
- IV. **Legal Issues:** N/A
- V. **Controversial Issues:** N/A
- VI. **Link to Current County Policies:** The services provided with this grant will assist in the reduction of drug and alcohol use by juveniles, thus furthering the County's long term benchmarks of reducing crime and increasing school completion.
- VII. **Citizen Participation:** The County's proposal requires the involvement of youth and families in the design, implementation, and evaluation of programming and services. In addition, it will require the collaboration of numerous agencies and community partners, including the Court, District Attorney, defense bar, substance abuse and mental health treatment providers, the Department of Community and Family Services, the Citizens' Crime Commission, the State Office of Alcohol and Drug Abuse Programs, the State Office of Services to Children and Families, Oregon Youth Authority, Multnomah County Commission on Children and Families and Community and service providers targeting culturally and ethnically diverse populations.
- VIII. **Government Participation:** Agencies involved in the planning and implementation of the Reclaiming Futures Initiative will include the Court, the District Attorney's Office, the Department of Community and Family Services, the State Office of Alcohol and Drug Abuse Programs, the State Office of Services to Children and Families, and the Oregon Youth Authority.

Multnomah County Department of Community Justice
501 SE Hawthorne, Suite 250
Portland, OR 97214

COVER SHEET

Letter of Intent

Reclaiming Futures Project - Robert Wood Johnson Foundation

Date: May 16, 2001

Project Title: Multnomah *Embrace*

Amount Requested: \$250,000

Project Coordinator: Benjamin Chambers
Program & Policy Design Specialist
Multnomah County Department of Community Justice
501 SE Hawthorne Blvd., Ste. 250
Portland, OR 97214
(503) 988-3701 x28878
(503) 988-3990 FAX
(503) 921-3228 pager
email: benjamin.s.chambers@co.multnomah.or.us

Judge: Judge Elizabeth Welch
Chief Family Court Judge
State Court of Oregon, 18th Judicial District
1401 NE 68th Avenue
Portland, OR 97213
(503) 988-3460
(503) 988-3425 FAX
e-mail: Elizabeth.X.Welch@ojd.state.or.us

Ms. Bridgett E. Jones, JD, Deputy Director
Reclaiming Futures National Program Office
Portland State University/Regional Research Institute
1912 SW 6th Avenue – Room 120
Portland, OR 97201

Dear Ms. Jones,

Judge Elizabeth Welch, Multnomah County, and its Department of Community Justice (DCJ) invite Reclaiming Futures to join the *Multnomah Embrace*. Building on the reform of our juvenile justice system begun a decade ago, *Embrace* will enhance our community's ability to embrace youth and families who need help staying free of substance use and crime. To bring that vision to life, *Embrace* will call upon youth, families, and an expanded network of individuals, organizations, and communities. *Embrace* is outlined below; we hope to provide you with more detail in the future.

Embracing Reform

In 1991, to address minority over-representation and inconsistent sanctions, Multnomah County's judiciary and DCJ launched a system-wide effort to reform juvenile detention practices, with aid from the Annie E. Casey Foundation. System stakeholders -- the Portland Police, state judiciary, City of Portland, District Attorney, Citizens' Crime Commission, juvenile defense bar, Portland Public Schools, Oregon Youth Authority, DCJ, and the County Commissioners -- instigated a cross-system paradigm shift to keep youth out of lock-up and deeper entanglement in the system. (This is consistent with recent research on recidivism, e.g., Andrews, 1997). Among other changes, we created a screening tool to divert low- to medium-risk pretrial youth from detention (decreasing minority over-representation in detention by about 20% since 1994); and a risk-based case classification system to focus probation supervision on the highest-risk youth, in conjunction with an array of alternative sanctions. Now it's time for the next step: to transform our treatment system into a coordinated, pro-youth, community-based network and connect our youth with their community.

Embrace: the Plan

Sixteen (20%) of the 81 youth committed by the County to state secure custody in 1999 were sent there because they could not access local alcohol and drug treatment or mental health services – or because appropriate local services didn't exist (DCJ, 2000). To do better, we believe we need to create:

- ◇ a culture that works *with* these teenagers and their families, not *on* them;
- ◇ increased alcohol and other drug treatment services;
- ◇ research-proven services matched to the needs of the young person; and
- ◇ more connections between youth and pro-social activities in the community.

To address these issues, *Multnomah Embrace* proposes a multi-system change process guided by *The Change Book: a Blueprint for Technology Transfer* (Addiction Technology Transfer Centers, 2000). This will allow County staff, treatment providers, community members and families to assess the treatment and justice systems, endorse common principles, and create a strategic plan that would ultimately serve 250-300 youth in the justice system with substance abuse issues. Our goals:

Goal 1: Transform the Organizational and Community Culture.

◇ Organizational change

- Create team-based cross-agency case management for youth on probation and diversion. We'll build on our Management Information System (MIS) and include family, community, probation, treatment, legal counsel, behavioral health experts, and others.

◇ Involve family, youth, and community in ongoing system/community culture change

- Include them in program design, implementation, and evaluation. Jointly develop strategies to enhance the entire system and its community context.
- Work with local publications, treatment providers, and community partners to build empathy, understanding, and hope in the community for youth on probation, in treatment, and in their neighborhoods.

Goal 2: Improve Treatment Services.

◇ Best practices: applications of the strength-based approach

- Partner with specific cultural and gender-specific resources in the community to enhance aftercare for young people.
- Explore workforce implications. E.g., work with community treatment providers to refine and enhance our respective cultural competency plans; and improve retention and diversity among students entering the treatment field. While DCJ is diverse (23% staff of color or minority ethnicity), providers have had difficulty recruiting and retaining staff of color.
- Because research has shown that successful treatment must offer youth opportunities to build competencies in a positive environment (Nerney, 2001), *Embrace* will help communities develop these opportunities.

◇ Funding

- Meet with Department of Community and Family Services (DCFS), the State of Oregon, and insurance providers to improve how we allocate/blend our funds; continue to work with the State of Oregon to maximize the County's ability to draw down federal dollars and simplify funding for service to youth with co-occurring disorders.
- Work with the Reclaiming Futures staff and community partners to investigate building a privately-funded endowment to expand treatment services.
- Educate legislators about the connection between substance abuse and juvenile crime.

Timetable

1. *Transform the Culture - Create Vision of Enhanced Treatment System.*

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------|
| ◇ Assemble planning team; begin team-building & cross-disciplinary training. | February 2002 |
| ◇ Complete study of system gaps, strengths; profile youth, families; obtain community input. Develop specific, measurable objectives. | July 2002 |
| ◇ Identify/address confidentiality issues (federal, state, and organizational). | August 2002 |
| ◇ Schedule cross-disciplinary training of staff of partner organizations. | July 2002 |

- ◇ Include families and community in planning, implementation, & evaluation. ongoing
 - ◇ Organize forums to increase community ownership and financing of youth success after exit from treatment and justice systems. Develop and implement community awareness/connection strategies. December 2002
 - ◇ Judge participates in Judicial Leadership experience. ongoing
 - ◇ Create network management structure, plans for governance, and establish partner accountability guidelines, enhance MIS. Dec. 2002
 - ◇ Complete strategic plan for years 2-5. December 2002
2. *Improve Treatment Services.*
- ◇ With regard to system-wide cultural/ethnic/gender competency: finalize enhancement objectives, strategies, and provide technical assistance. September 2002
 - ◇ Map culture/gender-specific aftercare system; work with partners to fill gaps. July 2002
 - ◇ Meet with partners to increase and streamline funds; prepare legislative strategy. Dec. 2002
 - ◇ Look into creating a private endowment to support treatment. November 2002

Embracing the Need for Treatment

Substance use is endemic among youth on probation in the County. A 1999 survey revealed that 75% had tried alcohol or drugs; 34% used them 2 or more times per week; and 23% used them daily. A staggering 27% had used alcohol -- and 18% had used drugs -- by age 12 (DCJ, 1999).

But there's a larger problem. Although the number of juveniles committing crimes in the County has dropped since 1995, too many still enter the justice system. Last year, 3,404 teens aged 10-17 entered on criminal referrals (DCJ, 2001), out of a juvenile population of just over 82,000 (Portland State University, 2001). The year before, 42% of all teenagers arrested here tested positive for drugs: usually for marijuana, followed by methamphetamines. Six percent of arrested male teenagers tested positive for multiple drugs, while nearly 10% of females did (*ADAM 1999 Annual Report*, 2000).

Race/Ethnicity	County Population Aged 10-19 - 1999		Criminal Referrals Aged 10-17 - 2000		Youth Enrolled in Treatment System 1999	
African American	8,518	10.4%	875	25.7%	136	13.08%
Anglo	61,009	74.3%	2,002	58.8%	696	66.92%
Asian	6,380	7.8%	133	3.9%	18	1.73%
Hispanic	4,787	5.8%	283	8.3%	68	6.54%
Native American	1,375	1.7%	37	1.1%	93	8.94%
Other	—	—	74	2.2%	29	2.79%
Total	82,069	100.0%	3,404	100.0%	1,040	100.0%
Male	41,502	50.6%	2,376	69.8%	645	62.0%
Female	40,567	49.4%	1,028	30.2%	395	38.0%

To address the problem, the County has invested \$26.8 million in a comprehensive continuum of substance abuse treatment for adults and families, and \$2.6 million for juveniles. In 1999, we served 1,040 juveniles at all levels of care. Though only 38% were officially referred from juvenile justice, the actual number must be higher, given their involvement with illegal substances.

Publicly-funded treatment services are provided by a network of five licensed, community-based providers. Together with the County, they offer 125 slots for outpatient treatment and 52 residential beds (41 County-funded), including culturally specific treatment for Latinos, Asian youth, Native Americans, and African American teen males. Dual-diagnosis assessment is offered at provider sites across the County, at the Juvenile Justice Center, 7 area high schools, and several middle schools.

At least a third of the youth in the County's justice system require mental health treatment (DCJ, 1999). They obtain assessment and treatment from community providers under contract to the County. In addition, the County employs two mental health consultants for youth in detention and operates, with a community provider, three secure, 15-bed programs (a 30-day psychosocial assessment program; a 6-month program for juveniles who exhibit sexually-offending behavior; and a 6-month program for youth with substance abuse issues and co-occurring disorders).

Embrace Experience

Multnomah County is uniquely positioned to implement *Embrace*. Here's why:

1. Ability to communicate across all sectors.

- ◊ *A history of community collaboration and systems change – leadership encouraged and shared across systems.* Examples include detention reform, described above, and the School Attendance Initiative, a collaborative partnership that increases school attendance of students grades K-9 with outreach and case management services (5,000 students were referred last year). The emblem of the County's commitment to collaboration is DCJ's juvenile justice strategic plan, created in 1998 with over 75 partner agencies and 150 community representatives.

2. Leadership/vision.

- ◊ *Strong judicial presence and commitment to development of programs.* Multnomah County's bench is nationally-recognized for its commitment to reform -- Steve Herrell, now retired, and Judge Dale Koch are prime examples. Judge Elizabeth Welch, who will lead Multnomah *Embrace*, guides detention reform in the County and leads our work to address over-representation of minorities at all points in the juvenile justice system.
- ◊ *History of leadership advocating for needs of substance-abusing youth and families in juvenile justice system.*
 - Implemented national model adult drug court in 1990, and a juvenile drug court in 2001.
 - Collaborate with grassroots, multi-cultural agency to provide Multi-Systemic Therapy to families of DCJ youth involved in illegal substances and gangs; worked with DCFS to develop LeoNiLeo, a treatment consortium for African American teen boys.
 - Worked with community providers to design and implement a secure 15-bed residential treatment unit for youth at risk of commitment to state youth corrections.
 - The Family Involvement Team (FIT), which Judge Welch helped found, teams children's protective services with welfare, county services, and seven treatment providers to serve parents struggling with addiction whose children are abused and neglected.

3. Service supports

- ◊ *Commitment to sustainability and willingness to commit funding and make policy changes.* To sustain an initiative like *Embrace* takes willingness system-wide to change policy, organizational structure, and train and re-train key staff, as detention reform did 10 years ago. DCJ still funds 1.5 FTEs devoted to carrying detention reform forward.
- ◊ *History of efforts to make services appropriate developmentally and culturally, as well as gender-specific.* DCJ just completed a department-wide cultural competency plan. We also operate a girl-specific probation supervision unit and gender-specific programming in detention. Treatment services are developmentally and culturally appropriate and gender-specific; DCFS partners with treatment providers on two culturally-specific treatment consortiums.

- ◇ *Commitment to effective MIS infrastructure; ability to track individual youth and family cases.*
Our Juvenile Information Network (JIN) tracks youth and families and shares information with many partners, including community providers. It will link to the state MIS next year.
- ◇ *Commitment to evaluation.*
The County has abundant experience with national, cross-site evaluations. Examples include the Target Cities Project, the Annie E. Casey Foundation's Juvenile Detention Alternative Initiative, and Center for Substance Abuse and Treatment (CSAT) projects. DCJ and DCFS have active evaluation departments that provide key information to managers and staff.

4. Community ownership/involvement

- ◇ *Endorsement/commitment by diverse and influential community leaders.*
Embrace partners include parent advocates, community treatment providers, the defense bar, the District Attorney, DCFS, and state representatives from Oregon Youth Authority and the Office of Alcohol and Drug Programs. More will be involved as we move forward.
- ◇ *Demonstrated community support for youth and creative solutions to youth concerns.*
One example is Take the Time, a local grassroots initiative involving thousands of people - young and old - in healthy youth development. Launched in 1997 by the Multnomah County Commission on Children, Families and Community and by the Multnomah County Youth Advisory Board, Take the Time draws on the resiliency research done by the Search Institute to promote healthy kids, families, and communities.
- ◇ *Potential for strong involvement by adults/youth community members.*
Adults and youth will help plan *Embrace*, participate in focus groups for "consumers," and participate in the treatment teams *Embrace* builds for youth under DCJ supervision. Youth can also be drawn from the Multnomah County Youth Advisory Council (students from all area high schools participate) and other youth/family groups advising the County.

Budget (County match to be added, e.g., personnel and supplies)

Personnel (benefits included)	
- Network Coordinator (1FTE)	\$90,000
- Communications/Training Coord. (.5 FTE)	\$45,000
Other Direct Costs	
- Two planning meetings with other RWJ grantees	\$10,000
- Focus groups w/youth, community	\$7,400
- Strategic planning	\$6,000
- Family participation in planning/training	\$6,000
- MIS upgrades	\$15,000
Equipment –computers, desks, chairs for 2 staff	\$8,000
Consultants & Subcontracts	
- strategic planning consultants	\$30,000
- Trainers for collaboration team	\$12,000
Indirect Costs (9%)	\$20,600
Total	\$250,000

Sincerely,

Hon. Elizabeth X. Welch
Chief Family Court Judge
State Court of Oregon, 18th Judicial District

Diane M. Linn
Multnomah County Chair

MEETING DATE: July 19, 2001
AGENDA NO: R-5
ESTIMATED START TIME: 10:10 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Authorizing Suspension of 242nd Avenue Connector Environmental Analysis

BOARD BRIEFING: **DATE REQUESTED:** _____
 REQUESTED BY: _____
 AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: **DATE REQUESTED:** Thursday, July 19, 2001
 AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: DSCD **DIVISION:** Transportation
CONTACT: Ed Abrahamson **TELEPHONE #:** (503) 988-5050 ext 29620
 BLDG/ROOM #: 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: Ed Abrahamson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing Suspension of the 242nd Avenue Connector Environmental Analysis

07/24/01 copies to Cathy Kramer &
Karen Schillig

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: Michael Oswald

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 7:58

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Sustainable Community Development
MULTNOMAH COUNTY OREGON

Transportation Division
1600 SE 190th Avenue
Portland, Oregon 97233-5910
(503) 988-5050

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Mike Oswald, DSCD Director
Karen Schilling, Transportation Planning Administrator *KS*

TODAY'S DATE: July 2, 2001

REQUESTED PLACEMENT DATE: July 19, 2001

RE: Resolution Supporting Suspension of 242nd Ave. Connector Alternatives Analysis

I Recommendation/Action Requested:

Approve Resolution supporting suspension of the 242nd Avenue Connector Alternatives Analysis

II. Background/Analysis:

Following careful review and discussions, Multnomah County Transportation Division and the Oregon Department of Transportation (ODOT) are suspending the 242nd Ave. Connector Environmental Analysis. The reasons for this decision are outlined below.

Background:

Regional north/south traffic movements between I-84 and US 26 in east Multnomah County have been a concern to the cities of Wood Village, Fairview, Troutdale, and Gresham; Multnomah County; and ODOT for over 20 years. There have been several studies during that period investigating alternatives to relieve projected traffic congestion problems and safety issues. Most recently, ODOT and Multnomah County have been undertaking an alternatives analysis for selecting an alignment for a 242nd Ave. Connector between I-84 and Stark St.

The 242nd Ave. Connector Study came about for two primary reasons. First, the Mt. Hood Parkway DEIS was suspended by the Governor due to the projected lack of construction funds within the 20-year planning period. A Major Investment Study was completed for the Mt. Hood Parkway to help determine a proposed general alignment for the facility to help preserve necessary right-of-way.

Second, with the construction of a new interchange on I-84 at 238th Dr., Exit 16B was eliminated. In exchange for the closure of Exit 16B, ODOT and Multnomah County agreed to investigate the feasibility of constructing a new connection between I-84 and Halsey St. at the request of the City of Troutdale.

It was also assumed that this new connector was a top priority need in the entire Mt. Hood Parkway corridor, so ODOT and Multnomah County pooled their resources and began investigating an alternatives analysis to comply with this request—the 242nd Ave. Connector Environmental Assessment (Study).

More recently, the Transportation Analysis (one of 13 technical reports being prepared for the Study) was submitted for review by the consultant. The question posed for the Study is: Does the 242nd Ave. Connector function sufficiently as a stand-alone facility to provide for regional traffic movements and relieve parallel routes (181st Ave., 207th Ave./223rd Ave., and 257th Ave.)? Preliminary findings of the Transportation Analysis (TA) indicate that, in the short term, there is not a compelling need for the 242nd Ave. Connector because of low traffic demand.

The dilemma posed by the preliminary findings of the TA is how to proceed with the Study, recognizing the long-term need for providing improvements to the entire 242nd Ave. corridor between I-84 and US 26. Should the Study continue along the course it is presently taking, there is a strong possibility that the no-build alternative could become the preferred alternative and would not garner strong funding support as an immediate need.

Implications and Next Steps:

To ensure future consideration of a 242nd Ave. Connector between I-84 and Stark St. it is felt that the current Study should be suspended at this time. The concern of each jurisdiction involved is to provide enhanced regional vehicular movements between I-84 and US 26. Suspension provides the opportunity to “shelve” the Study until needs and priorities are reassessed within the entire 242nd Ave. corridor between I-84 and US 26, allowing a resumption of the Study at a later date.

Despite the Study's suspension, there are several unresolved issues that need to be addressed. These issues include right-of-way preservation; Regional Transportation Plan (RTP) and local Transportation System Plans (TSP) compliance; truck and NHS routes; access control, and need and priority assessment for the I-84 to US 26 corridor.

Right-of-way preservation: Multnomah County will continue to reserve right-of way across Multnomah County property along the proposed 242nd Ave. Connector corridor. Additionally, as Multnomah County Transportation continues to review development applications along the Study corridor, the county will work with local jurisdictions to ensure future development will not preclude construction of the 242nd Ave. Connector.

RTP and local TSP compliance: The RTP identifies Hogan Corridor Improvements (Project #2001) for the 242nd Ave. Connector in the 2000-2005 timeframe. An amendment to the RTP will be sought to adjust the timeframe to 2011-2020. This amendment would be consistent with the Corridor Initiative Program currently under consideration at Metro. Local TSPs will accommodate a Principal Arterial corridor connection between I-84 and US 26.

Truck route/NHS Corridor: The RTP also notes that the 242nd Ave./Hogan Road corridor replaces the 181st Ave./Burnside interim freight route upon completion of planned improvements (242nd Ave. Connector on the north end). Suspension of the Study delays the implementation of the designation as freight route to completion of the 242nd Ave. Connector. When the RTP was developed, an additional freight route was included to serve as a relief to the 181st Ave./Burnside route contemplating a time lag until 242nd Ave. Connector improvements would be made. Additional review of the overall corridor will assess whether this additional route (207th Ave./Glisan St./242nd Ave.) will provide the necessary freight capacity or if other strategies are also required.

Access control: An important element in preserving the I-84 to US 26 corridor capacity is implementing strict access management within the 242nd Ave./Hogan Road corridor. Multnomah County will work with local jurisdictions to review and ensure proper access management guidelines (as adopted in the Multnomah County Street Standards) are implemented in the corridor to preserve capacity.

Need and Priority Assessment for the I-84 to US 26 Corridor: The County will work with local jurisdictions to assess the need and priority for interim improvements within the corridor. Based on this assessment, the County, ODOT,

and local jurisdictions will monitor the need for the 242nd Ave. Connector between Stark St. and I-84 and will continue the EA for this segment when appropriate.

In addition to addressing the issues previously outlined, there are several other issues that require consideration, as follows:

- County will work with local jurisdictions to identify and pursue funding for improvements at 242nd Ave./Glisan St., and 242nd Ave./Stark St. intersections.
- County will work with local jurisdictions to identify and pursue funds for improvements to 242nd Ave. between Glisan St. and Stark St.
- County will work with local jurisdictions to continue to investigate and implement safety improvements to 238th Drive between Arata Road and Oregon St.
- County will work with local jurisdictions and the region in conducting a freight flow study for the I-84/US 26 corridor.
- County will work with local jurisdictions to seek funds to complete arterial road improvements to 257th Ave. between Division St. and US 26.
- County will work with local jurisdictions and the region to study and recommend improvements for the 242nd Ave./Hogan Road corridor south of Stark St.

III. Financial Impact:

The County and ODOT have spent approximately \$200,000 on the current study. Suspension of the study will defer any further study costs until a later time when the study is resumed.

IV. Legal Issues:

There are no known legal issues.

V. Controversial Issues:

As identified in the Regional Transportation Plan (RTP), the 242nd Ave. Connector is targeted to be the National Highway System (NHS) Truck Route through East Multnomah County, connecting I-84 with US 26. Even with the suspension of the

study, the cities of Wood Village and Troutdale are opposed to the proposed designation. The current NHS route is 181st Ave. south from I-84 to Burnside Road, east on Burnside Road until it converges with US 26 at Powell Blvd. Burnside Road is planned as a regional boulevard by the City of Gresham between 181st Ave. and 242nd Ave. That would conflict with the continued designation of Burnside Road as the NHS Truck Route. Other proposed alternatives have similar issues that require mitigation before they can become the NHS Truck Route.

V. Link to Current County Policies:

The Priorities 242nd Ave. Connector Alternatives Analysis is consistent with the following *Comprehensive Framework Plan* policies:

- Policy 32: Capital Improvements
- Policy 33: Transportation Systems
- Policy 34: Trafficways
- Policy 35: Public Transportation
- Policy 36: Transportation Development Requirements

VII. Citizen Participation:


The recommendation to suspend the study has been discussed extensively at the East Multnomah County Transportation Committee meetings. The recommendation to suspend the study was also the topic of discussion at the May 10, 2001 242nd Ave. Connector Study Citizens Advisory Committee (CAC). The CAC recommended suspension of the study.

VIII. Other Government Participation:

The recommendation to suspend the study has been discussed extensively at several intra-jurisdictional meetings including Multnomah County, ODOT, Wood Village, Gresham, Troutdale, and Metro. Consensus was achieved to suspend the study.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

242nd Avenue Connector Environmental Analysis  ~~FR~~

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Transportation Division and the Oregon Department of Transportation (ODOT) entered into an Intergovernmental Agreement in March 1998 to fund and undertake the 242nd Avenue Connector Environmental Analysis.
- b. Regional north/south traffic movements between I-84 and US 26 in east Multnomah County have been a concern to the cities of Wood Village, Fairview, Troutdale and Gresham; Multnomah County; and, ODOT for over 20 years.
- c. Preliminary findings of the Transportation Analysis prepared for the 242nd Avenue Connector Environmental Analysis indicate that in the short-term, there is not a need for the 242nd Avenue Connector based upon projected low traffic demand.
- d. The Transportation Division has determined that the public interest is best served in the long term by preserving the public right of way for the 242nd Avenue Connector between I-84 and Stark Street, and suspending the current 242nd Avenue Connector Environmental Analysis.
- e. As detailed in the attached Supplemental Staff Report, the determination to suspend the Analysis was the consensus of all the government agencies affected.

The Multnomah County Board of Commissioners Resolves:

1. That the 242nd Avenue Connector Environmental Analysis be suspended.
2. Multnomah County will continue to:
 - a. Preserve right-of-way across Multnomah County property proposed for the 242nd Avenue Connector.
 - b. Amend the Regional Transportation Plan to adjust the timeframe for the 242nd Avenue Connector and work with Metro in the Corridor Initiative Program in studying necessary improvements in the I-84 to US 26 Corridor.
 - c. Provide an interim truck/freight route until a new National Highway System Truck Route is selected.
 - d. Implement access controls in the I-84 to US 26 Corridor to guaranty capacity is maintained in the corridor.

- e. Continue to investigate and implement safety improvements to 238th Drive between Arata Road and Oregon Street.
- f. Pursue design and construction funds for undertaking intersection improvements on 242nd Avenue at Stark and Glisan Streets, and reconstruction of 242nd Avenue to principal arterial standards between Stark and Glisan Streets.
- g. County will work with local jurisdictions to assess the need and priority for interim improvements within the I-84 to US 26 Corridor.

ADOPTED this 19th day of July 2001.

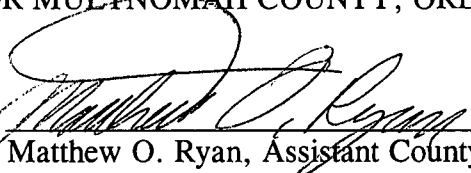
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Matthew O. Ryan, Assistant County Attorney

EACK2682.RES (ROADCEC0331P520)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-097

Authorizing Suspension of 242nd Avenue Connector Environmental Analysis

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County Transportation Division and the Oregon Department of Transportation (ODOT) entered into an Intergovernmental Agreement in March 1998 to fund and undertake the 242nd Avenue Connector Environmental Analysis.
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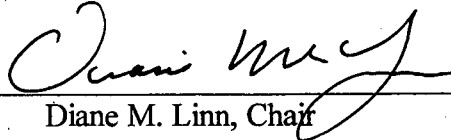
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ADOPTED this 19th day of July 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

EACK2682.RES (ROADCEC0331P520)

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FOR MULTNOMAH COUNTY, OREGON

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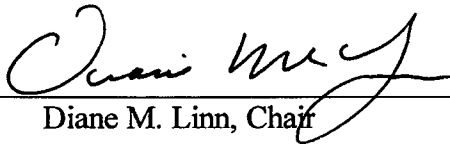
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ADOPTED this 19th day of July 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

EACK2682.RES (ROADCEC0331P520)



Department of Sustainable Community Development
MULTNOMAH COUNTY OREGON

Transportation Division
1600 SE 190th Avenue
Portland, Oregon 97233-5910
(503) 988-5050

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Mike Oswald, DSCD Director
Karen Schilling, Transportation Planning Administrator

TODAY'S DATE: July 2, 2001

REQUESTED PLACEMENT DATE: July 19, 2001

RE: Resolution Supporting Suspension of 242nd Ave. Connector Alternatives Analysis

I Recommendation/Action Requested:

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- County will work with local jurisdictions and the region to study and recommend improvements for the 242nd Ave./Hogan Road corridor south of Stark St.

III. Financial Impact:

The County and ODOT have spent approximately \$200,000 on the current study. Suspension of the study will defer any further study costs until a later time when the study is resumed.

IV. Legal Issues:

There are no known legal issues.

V. Controversial Issues:

As identified in the Regional Transportation Plan (RTP), the 242nd Ave. Connector is targeted to be the National Highway System (NHS) Truck Route through East Multnomah County, connecting I-84 with US 26. Even with the suspension of the

study, the cities of Wood Village and Troutdale are opposed to the proposed designation. The current NHS route is 181st Ave. south from I-84 to Burnside Road, east on Burnside Road until it converges with US 26 at Powell Blvd. Burnside Road is planned as a regional boulevard by the City of Gresham between 181st Ave. and 242nd Ave. That would conflict with the continued designation of Burnside Road as the NHS Truck Route. Other proposed alternatives have similar issues that require mitigation before they can become the NHS Truck Route.

V. Link to Current County Policies:

The Priorities 242nd Ave. Connector Alternatives Analysis is consistent with the following *Comprehensive Framework Plan* policies:

- Policy 32: Capital Improvements
- Policy 33: Transportation Systems
- Policy 34: Trafficways
- Policy 35: Public Transportation
- Policy 36: Transportation Development Requirements

VII. Citizen Participation:

The recommendation to suspend the study has been discussed extensively at the East Multnomah County Transportation Committee meetings. The recommendation to suspend the study was also the topic of discussion at the May 10, 2001 242nd Ave. Connector Study Citizens Advisory Committee (CAC). The CAC recommended suspension of the study.

VIII. Other Government Participation:

The recommendation to suspend the study has been discussed extensively at several intra-jurisdictional meetings including Multnomah County, ODOT, Wood Village, Gresham, Troutdale, and Metro. Consensus was achieved to suspend the study.

SPEAKER SIGN UP CARDS

DATE 7/19/01

NAME DAVID STRIAR

ADDRESS 707 NE Couch

PHONE 503-233-6090

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-6 Resolution Authorizing

GIVE TO BOARD CLERK

Quit claim of County residents
Interest in June

MEETING DATE: July 19, 2001
AGENDA NO: R-6
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc. Willow Lane Property

BOARD BRIEFING:

Date Requested: _____
Requested by: _____
Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: July 19, 2001
Amount of Time Needed: 3 minutes

DEPARTMENT: DSCD

DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst

TELEPHONE #: (503) 988-3851
BLDG/ROOM #: 274

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Authorizing Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc. Willow Lane Property

Attached documents: Supplemental Staff Report, Resolution, Quitclaim Deed

07/19/01 original Deed & copies of all to
BOB OBERST

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: _____

Michael Oswald

BOARD OF
COUNTY COMMISSIONERS
01 JUL 12 PM 3:05
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Sustainable Community Development

MULTNOMAH COUNTY

Facilities and Property Management

401 N. Dixon Street

Portland, Oregon 97227-1865

(503) 988-3322 phone

(503) 988-5643 fax

SUPPLEMENTAL STAFF REPORT

Date: July 9, 2001

To: Board of County Commissioners

From: Robert Oberst, Property Management Supervisor

Requested placement date: July 19, 2001

Reference: Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc. Willow Lane Property

I. **Recommendation/Action Requested:** Resolution of Board of Commissioners granting Quitclaim Deed and directing and authorizing County Chair to execute and deliver the Quitclaim Deed to Janus Youth Programs, Inc. to quitclaim the County 's reversionary interest in Janus Youth Program, Inc. real property referred to as the Willow Lane property.

II. **Background Analysis:** The Board approved transfer of the five Janus Youth homes owned and maintained by the County on March 27, 1997. The Willow Lane property at Troutdale was included in the five. The properties were used by Janus for the operation of its youth programs.

A provision in the Bargain and Sale Deed by which the Willow Lane (and others) property was conveyed provided for a reversion of the property to the County in the event that Janus used the property for purposes not set forth in ORS 271.330 (2) or that Janus ceased to be a nonprofit corporation. The Willow Lane property is located adjacent to the McMenamin's Edgefield facility and the structure is functionally obsolescent. Janus had intended and expressed to the County that the property be sold and the proceeds used to acquire another facility to be used for the youth program.

A sale of the property to the adjacent owner, Michael McMenamin, is pending and the purchaser is demanding that the reversionary provision be removed so as not to constitute a cloud on the purchaser's title. The Quitclaim Deed presented to the Board for approval in this matter will eliminate the reversionary provision. Janus has made an additional written commitment to utilize the proceeds of sale of the Willow Lane property for purposes authorized by ORS 271.330 (2), a copy of which is attached to this report.

III. **Financial Impact:** None.

IV. **Legal Issues:** None.

V. **Controversial Issues:** None.

VI. **Link to Current County Policies:** Aid in providing services to County youth.

VII. **Citizen Participation:** None.

VIII. **Other Government Participation:** None.

**Janus
Youth
Programs, Inc.**

*Serving Youth and Families in Oregon
and Southwest Washington Since 1972*

707 N.E. Couch Street
Portland, OR 97232-2922

503.233.6090
Fax 503.233.6093

Dennis L. Morrow, Executive Director

Residential/Shelter Services
Buckman House
Clackamas House
Cordero House
Reese-Lamb Shelter
Taylor House

Runaway Youth Services
Harry's Mother
Garfield House
24-Hour Youth & Family Help Line

Southwest Washington Youth Services
Oak Bridge Youth Shelter
Oak Grove Crisis Shelter

Homeless Youth Services
Willamette Bridge Programs
Yellow Brick Road
Street Light Youth Shelter
Porch Light Crisis Shelter
Bridge House
Changes
Peer Counseling

Education Services
Clinton School
Cordero School
Lents Education Center

Community Services
Success Center

Youth Employment Institute

Member Agency
Federation for Children and Youth
United Way of the Columbia-Willamette

June 26, 2001

Mr. Bob Oberst
Multnomah County Facilities and Property Management
401 North Dixon
Portland, OR 97227-1865

Re: Willow Lane

Dear Bob:

This letter is Janus' statement that it will use the proceeds from the sale of the Willow Lane property to McMenamin's, Inc. for either the purchase of real property for purposes authorized under ORS 271.330(2) or use it towards the reconstruction or new construction of existing real property used solely for the same authorized statutory purposes.

As consideration for this commitment, Multnomah County will execute the quitclaim deed sent to you on June 14, 2001.

Thank you in advance for your time and cooperation in this matter.

Very truly yours,



Dennis L. Morrow
Executive Director

DM:mw

c: Larry Dortmund, McMenamins, Inc.
Katy Oberg, First American Title
Thomas R. Page, Steel Rives, LLP

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J & S Commercial Floors

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Medical Center

Annie H. Calhoun
Ex-Officio

Jessica Guernsey
Ex-Officio

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc.
Willow Lane Property

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County conveyed the real property described in the Quitclaim Deed before the Board this date to Janus Youth Programs, Inc. by Bargain and Sale Deed dated December 7, 1998.
- b) The Bargain and Sale Deed required that Janus Youth Programs, Inc. use the real property for the purposes described in ORS 271.330 (2) or, in the event of sale of the real property, Janus Youth Programs, Inc. would use the proceeds of sale within one year to acquire real property to be used for the purposes set forth in ORS 271.330 (2).
- c) The Bargain and Sale Deed further provided that, in the event that Janus Youth Programs, Inc. used the real property for purposes other than those set forth in ORS 271.330 (2) or ceased being a nonprofit corporation, title to the real property or any portion then held by Janus Youth Programs, Inc. would revert to Multnomah County.
- d) Janus Youth Programs, Inc. proposes to sell said real property, which is no longer well suited to use in its youth program, and has stated its commitment to use the proceeds from such sale to acquire or construct real property to be used for the purposes authorized under ORS 271.330 (2).
- e) The purchaser of the property and its title insurer has demanded that the reversionary interest of Multnomah County be eliminated and Janus Youth Programs, Inc. has requested that the reversionary interest be quitclaimed to it.
- f) Grant of the Quitclaim Deed before the Board to Janus Youth Programs, Inc. will assist Janus Youth Programs, Inc. in providing its services to youth of Multnomah County in accordance with ORS 271.330 (2) by allowing it to utilize the proceeds of sale to purchase or construct real property better suited to such use.
- g) It is in the best interest of Multnomah County to grant the Quitclaim Deed before the Board in this matter.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-098

Authorizing Quitclaim of County Reversionary Interest in Janus Youth Programs, Inc.
Willow Lane Property

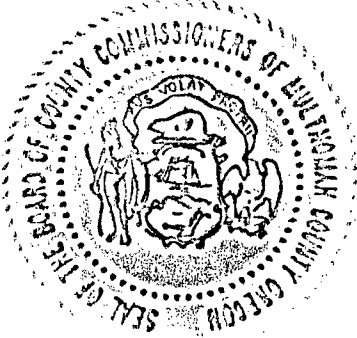
The Multnomah County Board of Commissioners Finds:

- a) Multnomah County conveyed the real property described in the Quitclaim Deed before the Board this date to Janus Youth Programs, Inc. by Bargain and Sale Deed dated December 7, 1998.
- b) The Bargain and Sale Deed required that Janus Youth Programs, Inc. use the real property for the purposes described in ORS 271.330 (2) or, in the event of sale of the real property, Janus Youth Programs, Inc. would use the proceeds of sale within one year to acquire real property to be used for the purposes set forth in ORS 271.330 (2).
- c) The Bargain and Sale Deed further provided that, in the event that Janus Youth Programs, Inc. used the real property for purposes other than those set forth in ORS 271.330 (2) or ceased being a nonprofit corporation, title to the real property or any portion then held by Janus Youth Programs, Inc. would revert to Multnomah County.
- d) Janus Youth Programs, Inc. proposes to sell said real property, which is no longer well suited to use in its youth program, and has stated its commitment to use the proceeds from such sale to acquire or construct real property to be used for the purposes authorized under ORS 271.330 (2).
- e) The purchaser of the property and its title insurer has demanded that the reversionary interest of Multnomah County be eliminated and Janus Youth Programs, Inc. has requested that the reversionary interest be quitclaimed to it.
- f) Grant of the Quitclaim Deed before the Board to Janus Youth Programs, Inc. will assist Janus Youth Programs, Inc. in providing its services to youth of Multnomah County in accordance with ORS 271.330 (2) by allowing it to utilize the proceeds of sale to purchase or construct real property better suited to such use.
- g) It is in the best interest of Multnomah County to grant the Quitclaim Deed before the Board in this matter.

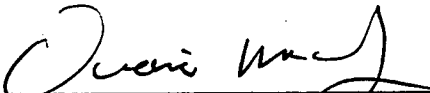
The Multnomah County Board of Commissioners Resolves:

1. The Quitclaim Deed before the Board in this matter is hereby, approved and granted.
2. The County Chair is hereby authorized to execute and deliver said Quitclaim Deed to Janus Youth Programs, Inc.

ADOPTED this 19th day of July, 2001.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Diane M. Linn, Chair

REVIEWED:

**THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By 

Matthew O. Ryan, Assistant County Attorney

After recording return to:
Janus Youth Programs, Inc.
707 NE Couch Street
Portland, Oregon 97232
Attn: Dennis Morrow

(Space above line for Recorder's Use)

QUITCLAIM DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANUS YOUTH PROGRAMS, INC., an Oregon non-profit corporation, Grantee, any reversionary interest under that Bargain and Sale Deed recorded January 14, 1999, file number 99009988, in and to the following described real property:

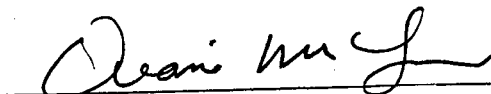
Parcel 2 of Partition Plat No. 1998-166 as found in Partition Book 1998, Page 166 of Plat Records of Multnomah County, Oregon.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USED AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930

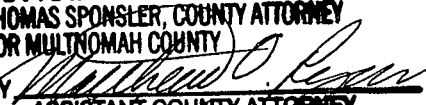
The true consideration for this conveyance is \$ 0.

Dated this ____ day of _____, 2001.

MULTNOMAH COUNTY,
A political subdivision of the State of Oregon



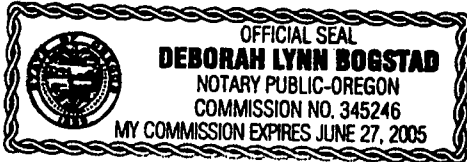
By: Diane M. Linn
Its: Multnomah County Chair

REVIEWED:
THOMAS SPONSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY
BY 
ASSISTANT COUNTY ATTORNEY
DATE 7/17/01

ACKNOWLEDGMENT

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on July 19, 2001
by DAVE M. LINN as CHAIR of Multnomah
County, a political subdivision of the State of Oregon, on behalf of Multnomah County.



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My Commission Expires JUNE 27, 2005
Residing at: Portland Oregon
My commission expires:

MEETING DATE: July 19, 2001
AGENDA NO: B-3
ESTIMATED START TIME: 10:20 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Update and Policy Discussion Regarding Mental Health Acute Care Services

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, July 19, 2001
AMOUNT OF TIME NEEDED: 1 Hour

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: John Rakowitz TELEPHONE #: (503) 988-5137
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: John Rakowitz, John Ball, Peter Davidson and Invited Others

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Update and Policy Discussion Regarding Mental Health Acute Care Services.
Presented by John Rakowitz, John Ball, Peter Davidson and Invited Others.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn

(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
01 JUL 16 PM 3:53
MULTNOMAH COUNTY
OREGON

MEETING DATE: July 19, 2001
AGENDA NO: B-2
ESTIMATED START TIME: 10:20 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: As Needed Update Regarding Acute Care Crisis Development

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, July 19, 2001
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair's Office
CONTACT: John Rakowitz TELEPHONE #: (503) 988-5137
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: John Rakowitz, John Ball & Invited Others

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

As Needed Update Regarding Acute Care Crisis Development

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)
DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 12 PM 8:17

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Diane M. Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

Phone: (503) 988-3308
FAX: (503) 988-3093
Email: mult.chair@co.multnomah.or.us

MEMORANDUM

TO : Board of County Commissioners
Mental Health Coordinating Council
Department of Community and Family Services
FROM: John Rakowitz, Chief of Staff
DATE : July 18, 2001
RE : Mental Health Bulletin

This bulletin is the latest update being provided to the Board of County Commissioners, Mental Health Coordinating Council, Department of Community and Family Services and various partners regarding the changes in acute mental health services.

Next Steps for the Board of County Commissioners:

Below are the six key acute care service components briefly outlined at the July 5th Board briefing. The budget detail requested by the Board for these key components is contained in the **draft Proposed Acute Care Action Plan** that is being distributed to the Board, Mental Health Coordinating Council and the media this afternoon.

Tomorrow's Board briefing will focus on both the confirmation of the six acute care key service components and preview the balance of the Phase I *Proposed Acute Care Action Plan*. It is currently anticipated the Board action will occur on August 9, 2001.

- **Access/Crisis phone service:** This service will consolidate similar services at Providence, Advanced Behavioral Health, Human Services Alliance, and some portion of Verity's Access Line into a single service. Annual Cost: \$1,803,218.00.
- **Mobile crisis outreach teams:** Mobile Crisis Outreach Teams will operate 24 hours per day, seven days per week. The Teams will co-locate with the Urgent Walk-in clinics. Annual Cost: \$1,096,305.00.
- **Urgent walk-in clinics:** Four Urgent Care Walk-In Clinics are planned and will use a "no appointment necessary" approach. Annual Cost: \$1,084,821.00.

MEMORANDUM to Board of County Commissioners
From John Rakowitz, Chief of Staff
July 18, 2001
Page Two

- **Acute care coordinators:** This Team will work with referring clinicians, discussing treatment options for clients in crisis in the context of the criteria for "medical appropriateness", assisting with referral to the least restrictive and most clinically appropriate care setting. Annual Cost: Part of Verity's Budget.
- **Secure evaluation facility:** This facility will provide 23-hour observation capacity for a period of assessment for those patients deemed to have the ability to rapidly regain functioning, and to facilitate their smooth reintegration into the community. Annual Cost: \$2,388,949.00.
- **Acute hospital alternatives:** To provide alternatives to hospitalization including Intensive Home-Based Stabilization services, Respite Beds, Sub-Acute Inpatient services, and Flex Funds to support other creative alternatives. Annual Cost: \$3,137,468.00.

Partnership Activities:

The Department of Community and Family Services (DCFS) mailed 68,000 letters to individuals who are eligible for mental health services under the Oregon Health Plan. The letter defines the step-by step process for accessing acute mental health services during this interim period. DCSF also sent notification letters to mental health providers regarding the interim process to access acute care services.

A flyer created by DCSF clearly describing how other agencies can refer their clients and concerned others to acute mental health services during this interim period are being handed out daily. The flyer is available in seventeen different languages.

Service Update:

The Mental Health Executive Team has received a copy of the Cultural Competency Planning Committee's "Recommendation for establishing culturally competent crisis services: The Gap Plan". They will be reviewing this plan and meeting with different stakeholders regarding the various recommendations.

A memo of understanding has been signed with Woodland Park Hospital regarding a ten-bed secure evaluation unit tentatively scheduled to open September 1, 2001.

The Mental Health Executive Team is working with Riles Center to expand their bed capacity by nine slots. The proposed completion date is August 1, 2001.

c: Mental Health Executive Team

Resolving the Multnomah County Acute Care Crisis Proposed Action Plan - Phase I

July 18, 2001

Jim Gaynor, Director of Mental Health Redesign, Verity

Peter Davidson, MD, Chief Clinical Officer/Medical Director, Verity

Dale Jarvis, CPA, MCPP Healthcare Consulting, Inc.

Overview of Process

- Steering Committee
- Acute Care Workgroup and Sub Committees
- System Management & Funding Workgroup
- Information Technology Workgroup
- Internal Redesign Workgroup
- Staff Work
 - Verity Clinical Staff
 - DCFS Financial Staff
 - DCFS IS Staff

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- Implications for Phase II - 23
- PACKET B
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- Appendix 2: Resolution 00-161 A2-1
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- Appendix 4: Acute Care Coordination Plan - A4-1
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- Appendix 5: Crisis and Acute Care Financing Plan - A5-1
- Appendix 6: Acute Care Utilization/Financial Model - A6-1
- Appendix 7: FY2002 Approved Budget Analysis - A7-1

Overview

- FACT 1: In the fiscal year that just ended June 30, 2001 the average cost for an Oregon Health Plan acute inpatient bed day was \$422.50. With the implementation of the new, per diem arrangement that goes into effect next month, this average rate will increase 66% to approximately \$700 per day.

Overview

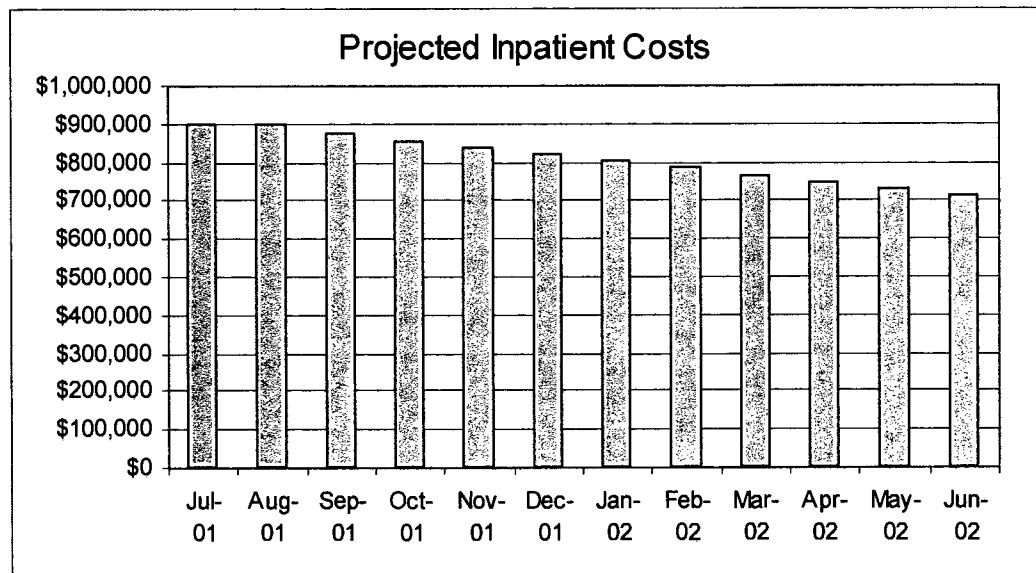
- **FACT 2:** Based on a thorough analysis of projected inpatient use, this represents a \$4.2 million (43%) increase in inpatient costs from \$9.9 million to \$14.2 million.

	FY2001 Costs	FY2001 Days	FY2002 Costs	FY2002 Days
Inpatient Services				
Sub-Acute Services	\$1,461,600	4,176	\$1,694,523	5,000
Respite Services	\$320,913	3,074	\$609,696	4,357
Voluntary Inpatient Services	\$4,110,955	9,135	\$6,915,834	9,880
Involuntary Inpatient Services	\$2,117,765	4,706	\$2,819,809	4,028
Indigent Inpatient Services	\$1,925,338	1,562	\$2,154,845	1,562
Totals	\$9,936,572	22,653	\$14,194,707	24,827

Overview

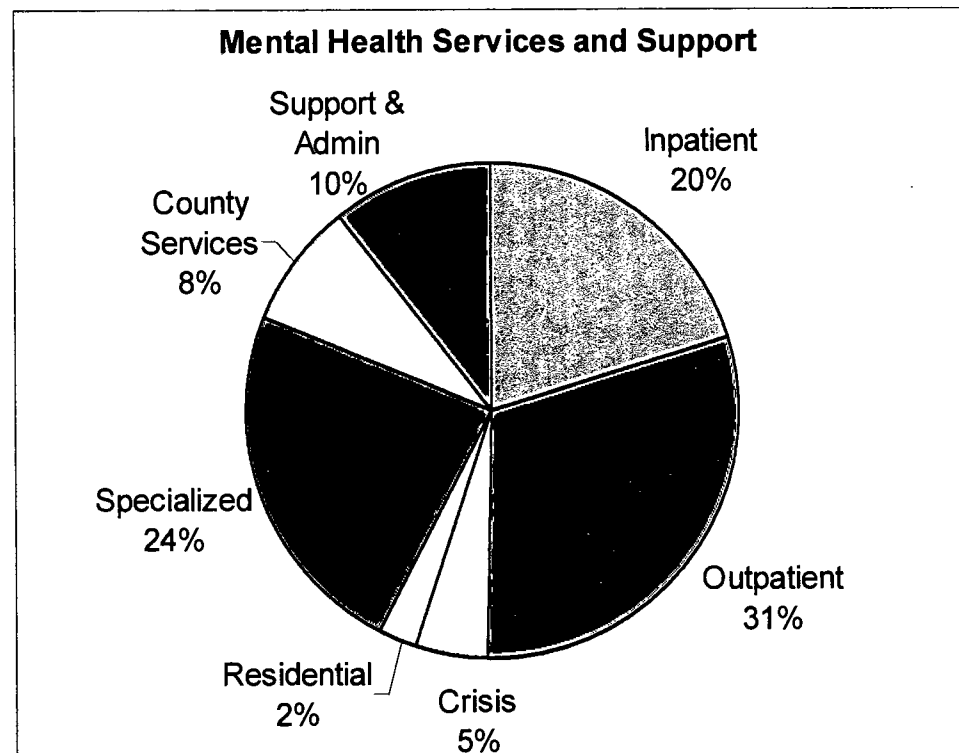
- FACT 3: This \$14.2 million inpatient figure is based on the assumption that new crisis and acute inpatient alternatives will start kicking in during August and acute inpatient days will decrease slightly each month through the end of the year.

If the implementation is delayed or not successful, the inpatient price tag could easily increase \$1 million more to \$15.2 million.

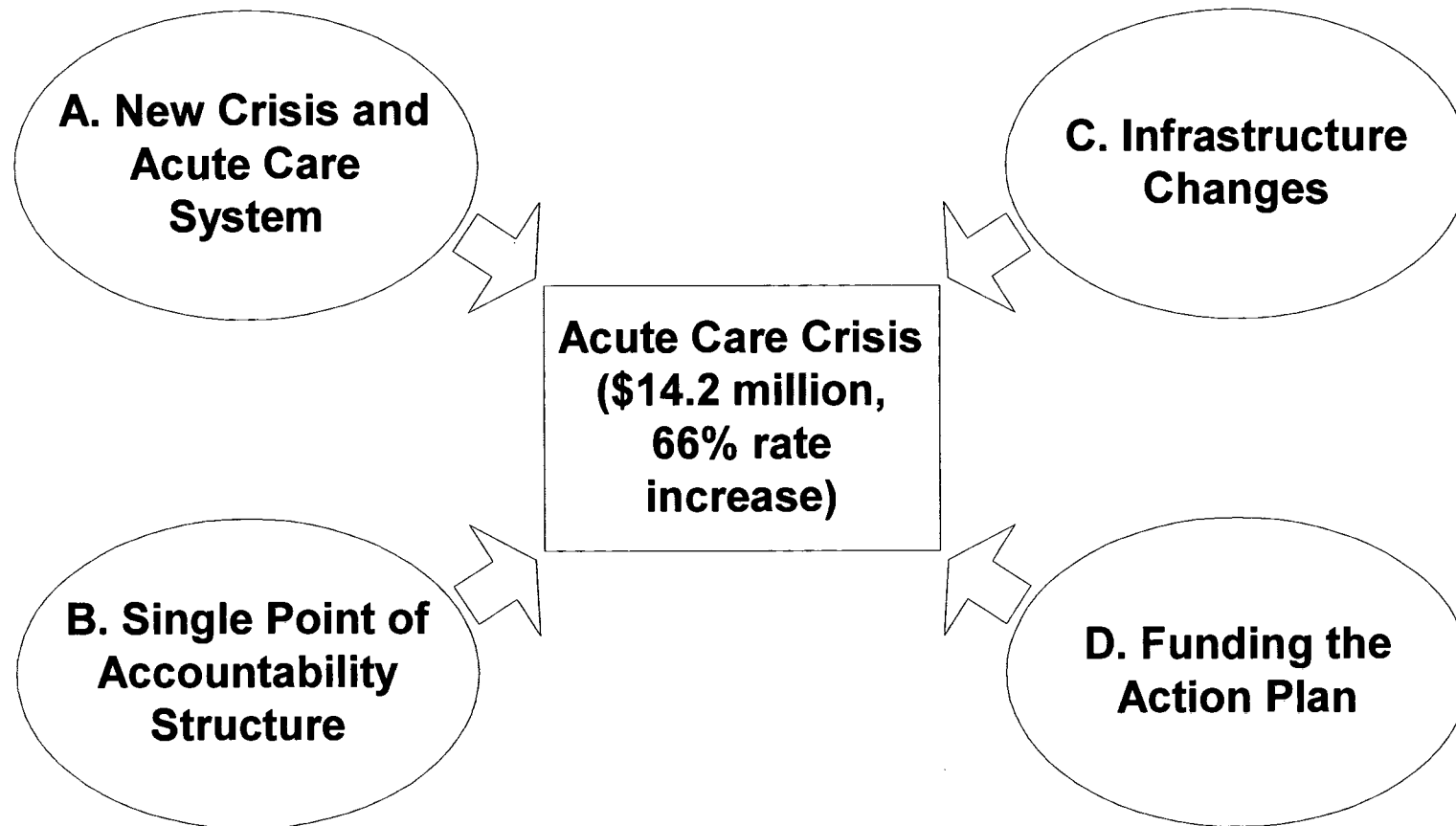


Overview

- Fact 4: These rate increases mean that one out of every five mental health dollars (20%) will be spent on inpatient services. These figures do not include state hospital costs, which increase the inpatient percentage. These are the highest costs in the State of Oregon and the Pacific Northwest. For example, King County Washington (Seattle) spends 13.2% of their mental health funds on inpatient services.



Four Action Plan Areas



A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

- Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. Six action-steps must be taken to support the implementation of these services.
 - 1. Access/Crisis Phone System
 - 2. Urgent Walk-In Clinics
 - 3. Mobile Crisis Teams
 - 4. Secure Evaluation Facility
 - 5. Acute Hospital Alternatives
 - 6. Acute Care Coordination

Crisis System Design Process

- A detailed demand/capacity, revenue/ expense computer model was used determine how much of what should be built.

	FY2002 Costs	FY2002 Units	Unit of Service
<hr/>			
Crisis System			
Access/Crisis Line	\$1,578,110	122,585	Incoming Calls
Warm Line	\$225,108		6.00 FTEs
Secure Evaluation Facility	\$2,388,949	2,450	Days
Mobile Crisis Services	\$1,096,305	14,449	Service Hours
Urgent Walk-In Clinics	\$1,084,821	10,800	Service Hours
Homebased Stabilization Days	\$533,250	3,333	Verity Days
Flex Fund	\$300,000		Dollars
Total Crisis System	<hr/> \$7,206,543		

Example: Access/Crisis Phone Center

	FY2000 Total	FY2002 Total	Benchmark	Comments
1 Incoming Calls				
Info/Referral/Access Center Calls	95,210	95,210		Incoming I&R/Access calls based on 150/day ABH, 25/day Network, 50/day Mt Hood, 55/day Verity, 16/day after hours calls to N/MH/U, 50 (of 125/day total) Crisis Line calls x 5 days/week, 52 wks/yr. Incoming Crisis calls based on 75 (of 125/day total) Crisis Line call x 7 days/wk, 52 wks/yr.
Crisis Calls	27,375	27,375		
Total Incoming Calls	122,585	122,585		
I&R/Access Calls/Day	366	366		
Crisis Calls/Day	75	75		
Total Calls/Day	441	441		
2 Ratio of Incoming to Outgoing Calls				
Info/Referral/Access Center Calls	0.00	0.75		Assume 1/2 rate of Crisis calls Based on Elinor Hall report
Crisis Calls	0.00	2.00		
3 Number of Outgoing Calls/Year				
I&R/Access Calls/Day	0	71,408		
Crisis Calls/Day	0	54,750		
Total Calls/Day	0	126,158		
4 Length of Incoming Calls (minutes)				
Info/Referral/Access Center Calls	0	5		Assume 1/2 rate of Crisis calls Based on Elinor Hall report
Crisis Calls	0	10	10	
5 Length of Outgoing Calls (minutes)				
Info/Referral/Access Center Calls	0.0	3.5		Assume 1/2 rate of Crisis calls Based on NSRSN analysis
Crisis Calls	0.0	7.0	7.0	
6 Total Call Hours per Year (Incoming and Outgoing)				
Info/Referral/Access Center Calls	0	12,100		
Crisis Calls	0	10,950		
Total Hours	0	23,050		

Example: Mobile Crisis Teams

		FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Comments
Services						
Number Field Encounters		429	2,065	105	2,598	
% Svcs = hr. length:	2.00	65%	65%	65%		Based on NSRSN analysis
% Svcs = hr. length:	3.00	25%	25%	25%		Based on NSRSN analysis
% Svcs = hr. length:	4.00	10%	10%	10%		Based on NSRSN analysis
		100%	100%	100%		
Hrs of Svcs - hr. length:	2.00	558	2,684	136	3,378	Transportation of consumers to be arranged, not by team
Hrs of Svcs - hr. length:	3.00	322	1,548	78	1,949	
Hrs of Svcs - hr. length:	4.00	172	826	42	1,039	
Total Hours of Client Service		1,051	5,058	256	6,366	
Travel Time/Encounter		322	1,548	78	1,949	.75/hr. travel time per encounter
Outreach: # Staff	1	0%	25%	50%		Plus commitment staff & police
Outreach: # Staff	2	100%	75%	50%		"
		100%	100%	100%		ED visits, 1 person, 1.75 hrs
ED/Detox Encounters					2,789	including travel time
Total Staff Hours		2,424	8,852	385	14,449	

Action Step 1

Access/Crisis Phone Service: Multnomah County should immediately contract with the identified provider organization to implement a new Access/Crisis Phone Service, with the contract retroactive to July 1, 2001 to support startup. This service will consolidate similar services at Providence, Advanced Behavioral Health, Human Services Alliance, and some portion of Verity's Access Line into a single service. It will also add a Warm Line that is staffed by mental health consumers. This consolidation will allow for improved response time, better connection between phone workers and the outpatient system and reduction of duplication. Providence will continue to provide phone service between July 1 and September 30, 2001 as the new capacity is developed and brought online. *Annual Cost: \$1,803,218.*

Action Step 2

Urgent Walk-In Clinics: Multnomah County should immediately contract with the identified provider organizations to operate four, regional Urgent Walk-In Clinics. The contracts should be made retroactive to July 1, 2001. These Clinics will use a “no appointment necessary” approach and operate during the highest demand periods from 9:00 am to 5:00 pm Monday through Friday. Additionally, a centrally located walk in clinic will operate from 5:00 pm to 9:00 pm Monday through Friday and 1 to 4 pm on Saturday. This design will dramatically increase access to consumers and provide a more appropriate service delivery environment to individuals who have urgent, but not emergency needs. *Annual Cost: \$1,084,821.*

Action Step 3

Mobile Crisis Outreach Teams: Multnomah County should immediately contract with the identified provider organization to operate Mobile Crisis Outreach Teams 24-hours per day, seven days per week. The contract should be made retroactive to July 1, 2001. During hours of operation Mobile Outreach staff will be co-located at the four Urgent Walk-in clinical sites. During evenings and on Saturday, the Mobile Outreach Team will be co-located with the centrally located Urgent Walk-in clinic. *Annual Cost: \$1,096,305.*

Action Step 4

Secure Evaluation Facility: Multnomah County should immediately contract with the identified provider organizations to provide 23-Hour observation capacity for a period of assessment for those patients deemed to have the potential to rapidly regain functioning, and to facilitate their smooth reintegration into the community through optimal discharge planning. *Annual Cost:* \$2,388,949.

Action Step 5

Acute Hospital Alternatives: Multnomah County should immediately contract with designated provider organizations to provide alternatives to hospitalization including Intensive Home-Based Stabilization services, Respite Beds, Sub-Acute Inpatient services, and “Flex Funds” to support other creative alternatives. *Annual Cost: \$3,137,468.*

	FY2002 Costs	FY2002 Units	Units of Service
Homebased Stabilization Days	\$533,250	3,333	Verity Days
Respite Services	\$609,696	4,357	Verity Bed Days
Sub-Acute Services	\$1,694,523	5,000	Verity Bed Days
Flex Fund	\$300,000		Dollars
Total	\$3,137,468		

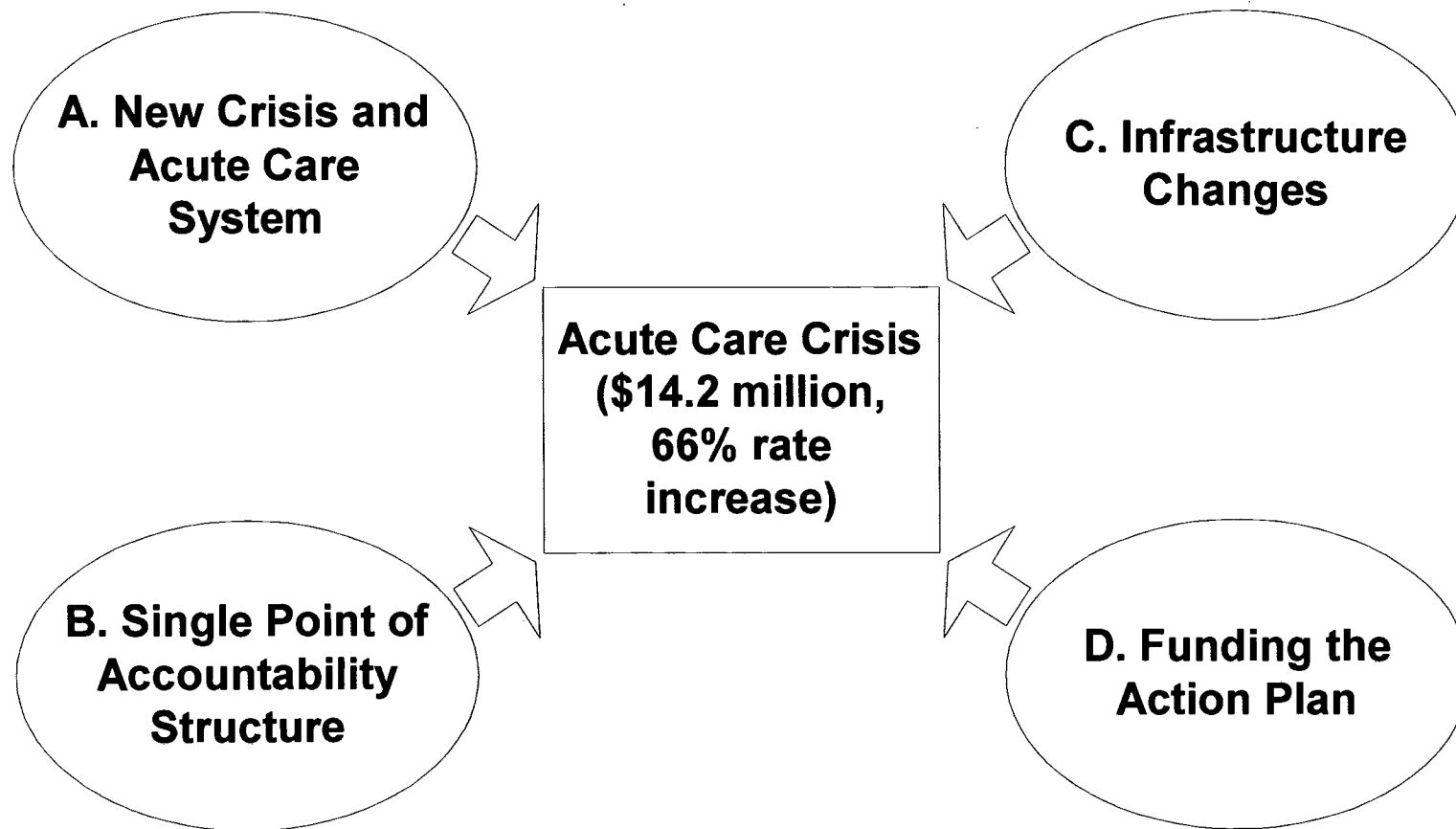
Action Step 6

Acute Care Coordination: Multnomah County should immediately complete the development of the Acute Care Coordination Team. Members of this team will work with referring clinicians, discussing treatment options for clients in crisis in the context of the criteria for "medical appropriateness", assisting with referral to the least restrictive and most clinically appropriate care setting. *Annual Cost: Part of Verity's Budget.*

**A. Roll-Out of New and
Reconfigured Crisis and Acute
Care Alternatives**

Questions and Answers

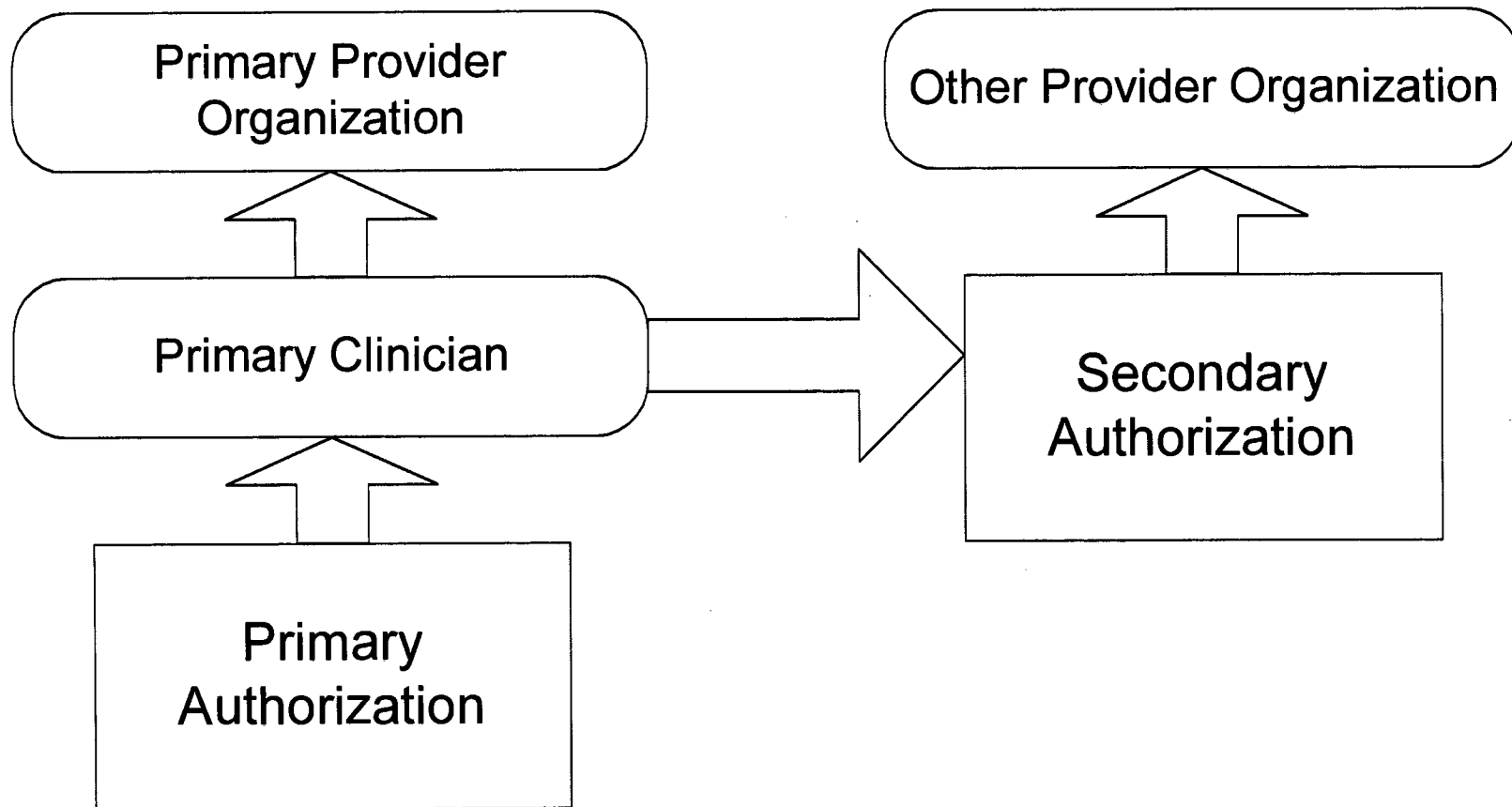
Action Plan Areas B, C, D



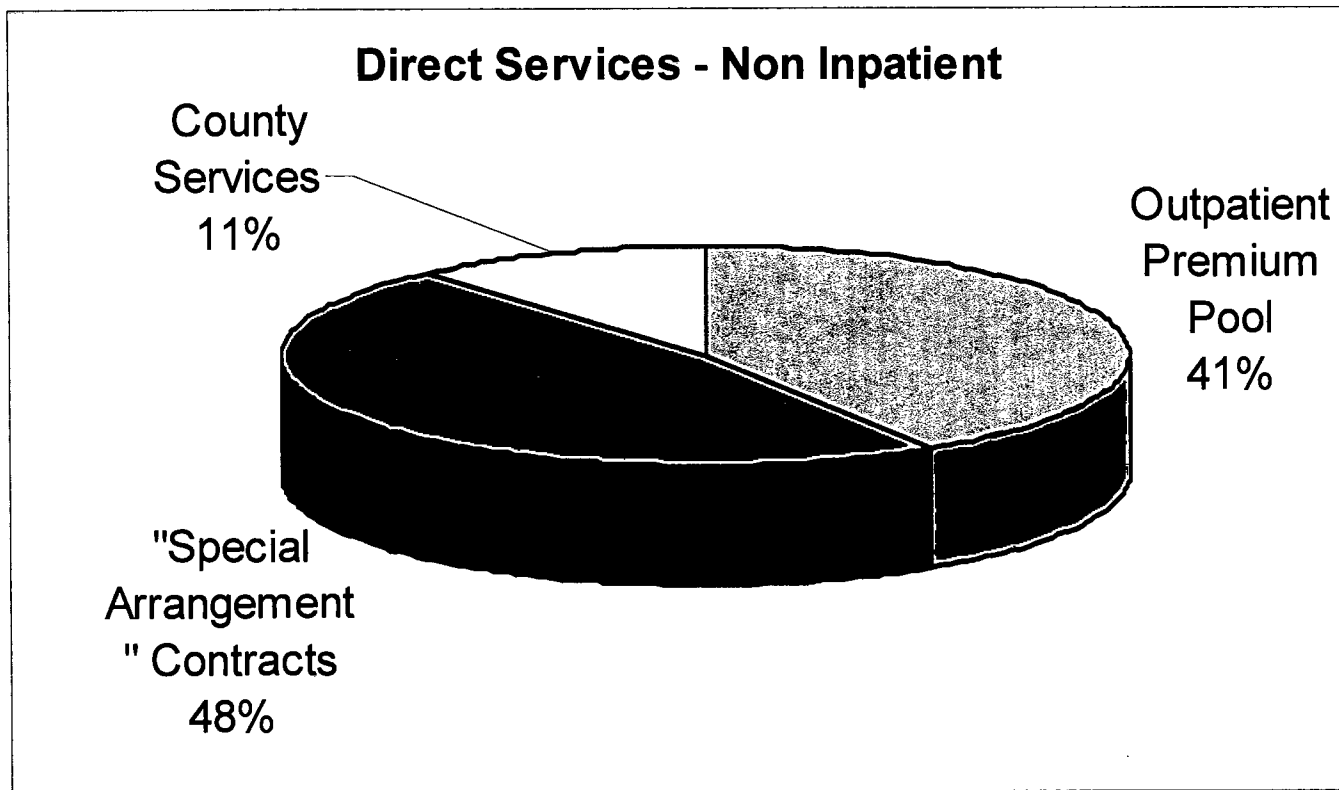
B. Roll-Out of the Single Point of Accountability Philosophy and Structure

- Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. Three action-steps must be taken to support the implementation of this philosophy and structure.

7. Single Point of Accountability Structure



8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool



9. Assignment of Existing and New Consumers

- Multnomah County should immediately begin a process to identify the Primary Provider Organization and Primary Clinician for all currently enrolled consumers.
- The County should also begin a process to rapidly assign all newly identified mental health consumers to a Primary Provider Organization and Primary Clinician.

C. Infrastructure Changes to Support the Action Plan

- There are a handful of “mission-critical” infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important four are listed below.
- 10. Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool
- 11. Rapid Implementation of Raintree Systems Software
- 12. System-Wide Performance Reporting System
- 13. Redeployment of Key DCFS Staff

D. Funding the Action Plan

- The projected fiscal year 2002 budget for Crisis and Acute Care Services is \$21,833,000
 - Crisis: \$7,206,543
 - 24-Hr: Services: \$14,194,707
 - Other: \$431,750 (acute care admin, computers, consultation)
- Current Verity/BHD Funding for these services is \$14,734,017
- Gap: \$7,098,983

D. Funding the Action Plan

14. Allocation of Yet-To-Be Programmed Redesign Funds: The current FY2001 Budget includes \$1,482,572 of revenues that were set aside to be used to support the redesign. Multnomah County should reprogram this entire amount to fund the Crisis and Acute Care System.
Annual Costs: \$1,482,572.

D. Funding the Action Plan

15. Reallocation of New OHP System-Wide Funds: Currently just over \$4 million of OHP Premiums are allocated to a System-Wide Funds Pool. These monies are used to support the Crisis Triage Center and a number of Specialized Services such as Day Treatment, Dual Diagnosis Residential Support, Supported Classrooms and Fee-For-Service outpatient providers. \$1.4 million spent on Crisis and Acute Care Alternatives and \$2.6 million spent on Specialized Services. With the addition of a full year of Regence enrolled lives this \$4 million has grown to \$6.3 million.

Multnomah County should freeze the Specialized Services funding at the \$2.6 million level for fiscal year 2002, redirect \$2.7 million of the difference (75%) to fund the Crisis and Acute Care System, and add the remaining 25% (\$1 million) to the Outpatient Accountability/Incentive Pool. As the system stabilizes and inpatient costs come down, additional funds should be redirected to the Outpatient Accountability/Incentive Pool. *Annual Costs: \$3,708,072.*

D. Funding the Action Plan

16. Recovery of FY2001 Carryover Remitted to the County General Fund: Currently it appears that there may be between \$200,000 and \$500,000 of fiscal year 2001 Behavioral Health funds that were not spent, not reserved as Carryover Funding for fiscal year 2002, but instead earmarked for return to the County General Fund. Multnomah Board of County Commissioners should direct County Fiscal Staff to determine the actual, final amount of these funds and reprogram them as one-time Carryover Funds to support the Crisis and Acute Care System for fiscal year 2002. *Annual Costs: \$200,000.*

D. Funding the Action Plan

17. Staffing Position Freeze/Recovery: Currently Verity has 5 open positions out of a total 34.75 budgeted FTEs. Not filling these positions and reprogramming these funds to the Crisis and Acute Care System would total approximately \$325,000. It is anticipated that the redesigned Verity organizational structure that will be created in Phase II will be able to adequately fulfill its MHO functions with 29.75 FTEs. Multnomah County should immediately implement this strategy. *Annual Costs: \$325,000.*

D. Funding the Action Plan

- **18. BHD/Verity Budget Reduction:** The fiscal year 2002 mental health direct services and support budgets for the Behavioral Health Division and Verity totals \$13,167,839. Of this figure \$7,300,410 is earmarked for Division Administration, Care Coordination, Managed Care Administration and County Overhead. These administrative and support costs represent 10% of the total mental health budget. In other communities these costs range between 4% and 6%. Multnomah Board of County Commissioners should direct DCFS management to immediately reduce expenses for the current fiscal year by 5%. Additional analysis of these costs should occur during Phase II. *Annual Costs: \$658,392.*

D. Funding the Action Plan

A. Net Shortfall	-\$7,098,983
B. Funding Strategies	
1 Allocate Unbudgeted Redesign Funds	
Unbudgeted Amount	\$1,482,572
2 Allocate a Larger Portion of MHO System-Wide Funds	
MHO System-wide Funds	\$6,346,000
less Specialized portion of system-wide	<u>-\$2,637,928</u>
Net MHO System-wide Funds	<u>\$3,708,072</u>
Additional to allocate to Shortfall	75%
Additional to allocate to Shortfall	<u>\$2,781,054</u>
3 Recover FY2001 Carryover, not yet budgeted	
Estimate of unrecovered Carryover	\$200,000
4 Staffing Position Freeze/Recovery	
Freeze of Verity Open Positions	\$325,000
5 BHD/Verity Mental Health Budget Reductions	
5% Budget Reduction of BHD and Verity Budgets	<u>\$658,392</u>
Subtotal Savings	<u>\$5,447,018</u>
Shortfall Balance	<u>-\$1,651,966</u>

D. Funding the Action Plan

C. Use of Reserves

6 Use of Mental Health Reserves

Total Reserves	\$2,491,771
One-time use of Reserves	\$1,651,966
Remaining Reserves	<u>\$839,805</u>

Shortfall Balance	<u><u>\$0</u></u>
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Implications for Phase II

When all of the nineteen Action-Steps in Phase I are implemented by September 30, 2001, the acute care crisis will have only begun to be resolved. There are numerous additional Action-Steps that should have been implemented as part of a Phase I. Because of the two-year delay in beginning detailed implementation work, this was not possible.

The 90-day Phase I must be followed immediately by Phase II that should run from days 91 – 365 (October 1, 2001 – June 30, 2002). During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

It is only after this Phase II work is completed that the mental health system will be able to regain stability and begin to move away from financial insolvency.

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Resolving the Multnomah County Acute Care Crisis

Proposed Action Plan - Phase I

July 18, 2001

*Jim Gaynor, Director of Mental Health Redesign, Verity
Peter Davidson, MD, Chief Clinical Officer/Medical Director, Verity
Dale Jarvis, CPA, MCPP Healthcare Consulting, Inc.*

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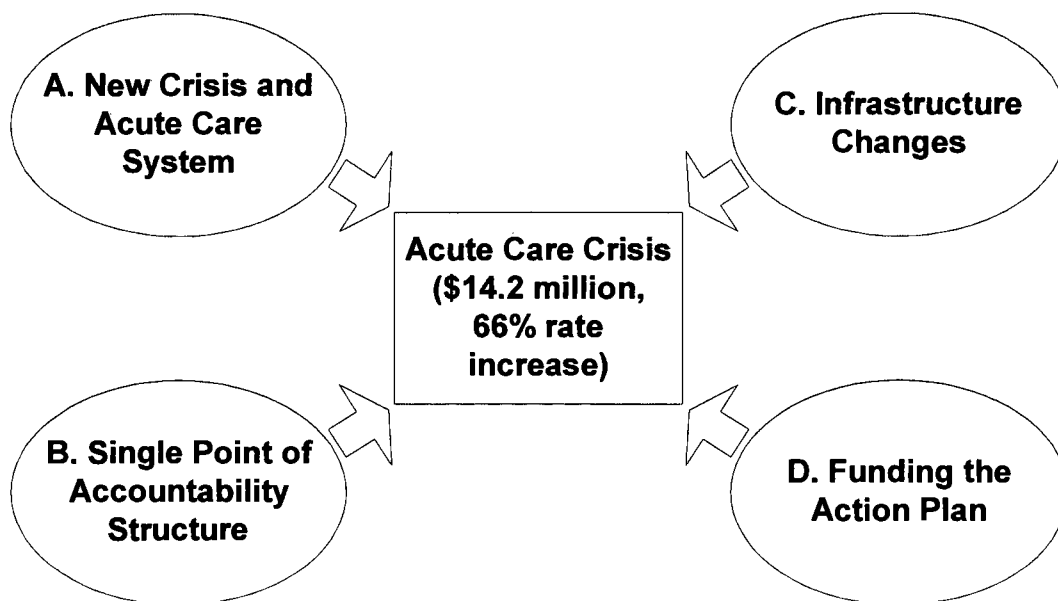
Executive Summary

In the fiscal year that just ended June 30, 2001 the average cost for an Oregon Health Plan acute inpatient bed day was \$422.50. With the implementation of the new, per diem arrangement that goes into effect next month, this average rate will increase 66% to approximately \$700 per day. Based on a thorough analysis of projected inpatient use, this represents a \$4.2 million (43%) increase in inpatient costs from \$9.9 million to \$14.2 million. This increase is based on the assumption that, as the Crisis Triage Center closes August 1, 2001, new and more comprehensive inpatient alternatives will start being brought online and hospital admissions will begin to decline. If better management of inpatient does not occur during the fiscal year, Multnomah County will spend an additional \$1 million or more on inpatient expenses (on top of the \$4.2 million planned increase).

These rate increases mean that one out of every five mental health dollars (20%) will be spent on inpatient services. These figures do not include state hospital costs, which increase the inpatient percentage. These are the highest costs in the State of Oregon and the Pacific Northwest. For example, King County Washington (Seattle) spends 13.2% of their mental health funds on inpatient services.

Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The Phase I plan that is presented in this report is a 90-day first step towards resolving this crisis. It includes four areas of intensive activity that must be implemented immediately.



A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. Six action-steps must be taken to support the implementation of these services.

1. Access/Crisis Phone System
2. Urgent Walk-In Clinics
3. Mobile Crisis Teams
4. Secure Evaluation Facility
5. Acute Hospital Alternatives
6. Acute Care Coordination

B. Roll-Out of the Single Point of Accountability Philosophy and Structure

Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. Three action-steps must be taken to support the implementation of this philosophy and structure.

7. Single Point of Accountability Structure
8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool
9. Assignment of Existing and New Consumers

C. Infrastructure Changes to Support the Action Plan

There are a handful of “mission-critical” infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important four are listed below.

10. Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool
11. Rapid Implementation of Raintree Systems Computer Software
12. System-Wide Performance Reporting System
13. Redeployment of Key DCFS Staff

D. Funding the Action Plan

The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$21,833,000. This includes \$14,194,707 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently

allocated, the Crisis and Acute Care System is currently underfunded by \$7,098,983. The following five action steps must be taken to resolve this crisis.

14. Allocation of Yet-To-Be Programmed Redesign Funds
15. Reallocation of New OHP System-Wide Funds
16. Recovery of FY2001 Carryover Remitted to the County General Fund
17. Staffing Position Freeze/Recovery
18. BHD/Verity Budget Reduction
19. One-Time Use of Mental Health Reserves

Implications for Phase II

The 90-day Phase I must be followed immediately by Phase II that should run from days 91 – 365. During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

Introduction

Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The current system is fragmented, has the wrong incentives built-in, and perpetuates costly redundancies. This is neither cost effective nor clinically efficient. It also provides unnecessary impediments for consumers attempting to access the right care at the right time. Accordingly, system accountability suffers.

The solutions outlined in this plan:

- Lay the groundwork for the integrated consolidation of system providers, infrastructure, and the blending of funding streams wherever possible.
- Make strategic interventions in the crisis, and acute care, and outpatient systems in Phase I.
- Begin a process that will allow dollars to be freed up for reinvestment in service expansions and capacities that will result in easy access to the right care, delivered at the right time, for the right price.
- Allow us to move to Phase II where further system development will occur and unnecessary administrative overhead is identified and eliminated.

As old silos are replaced with a new seamless array of easily accessible services, true public-private partnerships based on risk as well as gain sharing will emerge. A new era of system accountability will be born that is much more self-regulating, consumer centered, and responsive.

Consumer choice will be enhanced by providing expanded service options that produce good consumer outcomes. Synergies will be achieved through ongoing horizontal and vertical integration initiatives resulting in systems of activities that are complementary, consistent, interdependent, and mutually reinforcing. The finite pool of system dollars will be managed for maximum effectiveness for the maximum amount of consumer gain. This will be achieved by blending funding streams into a single risk pool managed by the MHO. Performance based contracts will be executed and actively managed by continuous quality improvement specialists serving in responsive outcomes management roles. Likewise, County employed Acute Care Coordinators will serve in the capacity of “innovation stimulators” as well.

Providers will be increasingly self-regulated through performance based accountability contracting models that reward the generation of good consumer outcomes while also assuming the risk and responsibility associated with negative outcomes. Any remaining fee-for-service provider contracting will be aggressively managed. Consumers will no longer be “exiled” from treatment options for any reason. The MHO will be a proactive partner in the development and

deployment of productive and innovative systems of care that minimize risk and promote success. Reinvestment plans will be negotiated that result in increased risk reserves, employee compensation, and capacity building.

Background and Problem Statement

The problems in the mental health system are well known and have been well documented over the course of the past 2 years of redesign initiatives. These problems are interconnected and require an integrated approach to solutions. This section will identify the prioritized target issues most in need of immediate turnaround solutions.

ACUTE CARE CRISIS

Escalating Utilization

Multnomah County has an inpatient utilization rate that is more than twice that of the statewide average when adjusted per capita (bed days/month/1000 members). When Multnomah County's utilization data is removed from the statewide aggregate data, we exceed inpatient rates by a factor of almost four (19/1,000 vs. 5/1000). The major reason for this predicament is the lack of less costly and more clinically appropriate sub-acute and crisis response alternatives. It should be noted that risk often motivates the deployment of these types of service alternatives, yet this idea was never pursued by the partner hospitals under the risk partnership contractual arrangements over the past 2 years. Inpatient care should be targeted to stabilize individuals so that they can be more actively engaged in community based recovery oriented treatment. Instead, it is capable of consuming over a third of the total available system treatment resources if left uncontrolled.

Movement to Per Diem Inpatient Vendors

The inpatient providers in the process of severing their current risk contract with the County and return to individually negotiated per diem bed rates. This return to a fee-for-service relationship will result in a significant net increase in the cost of a bed day of an average of 66% over current rates. When factored in to present utilization rates, this could result in an annual inpatient cost of over \$15,000,000. Suffice it to say that this development mandates a rapid utilization management solution to reverse this scenario.

Absence of Vital Crisis Response Service Continuums

The Crisis Triage Center (CTC) performed a vital system function but was nonetheless providing significantly fewer crisis response services than it agreed to perform in its proposal to the original RFP. Because of this, the CTC was a very expensive system component. The CTC's efficacy was severely compromised due to the lack of a strongly coordinated system of adjunct crisis services geared toward mitigating the inpatient risk with more appropriate and less costly alternatives. This most critical service element is the most glaring service gap in the current system.

OUTPATIENT DELIVERY SYSTEM

Fragmentation and Market Rivalry

Multiple providers delivering basically the same types of services while looking to protect and expand their historical market share does not drive good collaboration or true partnership. It does drive a lot of expensive window dressing and meeting time, which only resembles true collaborative partnership. Competition for scarce clinical resources across professional disciplines results in added ongoing recruitment costs that could be better spent by providing a more stable integrated workforce at higher wages. The providers could look to create seamlessly integrated niche specialties and clinical centers of excellence that would better benefit consumers and the system as a whole. Historically, there was little financial incentive to explore consolidated service delivery models in an environment of “co-opetition” (cooperation + competition).

Fee-for-Service Program Structure

The current outpatient reimbursement formula pays for services based 50% on encounter and 50% on case rates. This encourages the outpatient system to perform in much the same way as under fee-for-service models. However, under managed care, the case rate portion results in a net loss from those historical Medicaid fee-for-service revenues. Therefore, the outpatient system is experiencing much downside associated with risk while still operating the same way as before. This dual mismanagement rewards the system for focusing on those who are easiest to care for while neglecting the difficult client most likely to need more costly and intensive services. Currently, the outpatient system is financially encouraged to shift the care for difficult clients to hospitals rather than expend the overburdened clinical resources to provide alternatives to hospitalization.

Administrative Redundancy

The current multiple providers separately fund multiple administrative structures that are mirror operational components of one another. These redundancies come at a high cost to the system, whereas, if providers were consolidated, the savings would be reinvested in vital service and capacity expansion. The two major contracting networks (ABH and HSA) show some economies of scale, but they provide yet another layer of administrative overhead. Member organizations must reduce their individual administrative structures to offset the costs the networks charge back to the members.

Low Productivity

Despite feeling genuinely overburdened with huge caseloads and dramatically reduced fiscal reserves, the average time clinical staff spend in direct clinical encounters with consumers averages less than 50% across the system. Paperwork, meetings, lack of automated processes, and antiquated infrastructures are reasons given as to why more direct service time isn't being spent with consumers. Productivity should and can be increased significantly. Nationwide, successful provider organizations have found ways to work smarter, resulting in more effective and efficient clinical service models. Providers must also find ways to reduce their overhead costs. These changes will result in more time for clients and the ability to better meet the needs of the community. It is

also important to note that the MHO must be part of this solution by working to reduce unnecessary paperwork and non-value-added procedures to a minimum.

Access

Waiting times to access outpatient services are too long. Approximately twenty-five percent of all consumers accessing the inpatient system are not assigned to any outpatient provider. This results in a very expensive access system whose doorbell is, by proxy, a bad outcome (i.e. deterioration to the point of requiring an inpatient stay).

The providers, with a combination of poor productivity, greatly increased caseloads, and little incentive to successfully move clients from out the back door (i.e. successful recovery oriented treatment utilizing natural community systems of support), are in fact unwittingly contributing to their own burnout and failure. The bottleneck at the front door is experienced by the providers as being a direct result of a real lack of service capacity to meet the demand needs of clients wishing to access outpatient services. The reality is that as access to less expensive and most appropriate care is impeded at the outpatient level, more and more consumers are deteriorating to the point of having to access the inpatient system. This in turn bleeds more money out of the outpatient pools, which then results in more diminished outpatient capacity. This downward spiral must be reversed. The best way to achieve this is to provide adequate incentives to provide access on demand and to lower hospitalization

BUSINESS MODEL AND ORGANIZATIONAL STRUCTURE

Accountability Alignment

The single variable most responsible for the deterioration of the mental health system with the advent of capitated Medicaid funding is the adverse alignment of risk and reward across the system. Shared risk contracting, when properly aligned and aggressively managed, generates true partnerships and, most importantly, effective, expanded, and seamless clinical care continuums. This is the difference between managed care nightmares and good managed care being synonymous with good and timely clinical intervention. Good accountability-based contracting will result in the right care being delivered at the right time and for the right price. When done effectively, the consumer benefits enormously. Secondly, so does everyone else.

Contract Compliance Management

The County's contracting and contract management processes are in need of major change. Multiple contracts with multiple terms and expiration dates that get changed, sometimes only verbally, are often signed several months after the services are being delivered. The ongoing management of performance metrics and other contract terms are frequently renegotiated in the direction of less value than the original terms. MHO staff will be focused on performance that generates good consumer outcomes. Contingencies must be considered and acted upon when, despite all efforts otherwise, contract agencies fail to meet necessary conditions specified in the contract.

Role Diffusion

The relationship between the MHO and the Behavioral Health Division (BHD) has been unclear in the past. Clear boundaries and relationships must be defined and operationalized to maximize accountability while maintaining the flexibility to continuously improve in mutually effective ways. As always, assuring that the right care is taking place at the right time and for the right price will be the ultimate yardstick against which any change is made and measured. Fiscal accountability between the two divisions must be reconciled accordingly.

Data Analysis and Infrastructure

Standardized reporting across specified outcomes management targets must be made available through sound database/data warehouse development and ongoing analytical processes that can optimize continuous quality improvement activities.

CONSUMER INVOLVEMENT

Advocacy versus Empowered Ownership

The consumer advocacy landscape in Multnomah County is very impressive. This is due to the inclusive process involvement by consumers throughout the redesign process. This is also due to the level of talent and commitment embodied in the advocacy community. It is time to take advantage of this underutilized resource. We need to provide a conducive platform that shifts the advocacy community away from a reactive mode towards more proactive involvement and ownership in making new solutions work. In this regard, consumers are most likely to become the true partners in crafting the solutions they so desperately deserve. Development of Ombudsman functions, expansion of the office for consumer affairs, and deployment of expanded peer support services will serve to enhance the continued proactive involvement in existing stakeholder forums. Additionally, inclusion as valued contributing members on contract provider Boards of Directors will serve to secure necessary governance representation as well.

Proposed Action Plan: Phase I

The Phase I plan presented below is a **90-day first step** towards resolving the acute care crisis in Multnomah County. It includes four areas of intensive activity that must be implemented immediately, including:

- A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives**
- B. Roll-Out of the Single Point of Accountability Philosophy and Structure**
- C. Infrastructure Changes to Support the Action Plan**
- D. Funding the Reconfigured System**

These recommendations are based on a detailed financial and utilization analysis that examined all aspects of the Multnomah County Mental Health System including:

- Detailed review of outpatient **client and service delivery history** for Oregon Health Plan enrollees and indigent consumers;
- Comparisons of **how much service** was provided, in total, and per client at each outpatient provider organization
- Analysis of all Behavioral Health Division and Verity **provider contracts**;
- Examination of all federal, state and local **revenue sources** and funding restrictions;
- **Inpatient projections** based on several years of admissions, days and average length of stay data for all health plans operating in Multnomah County;
- Sophisticated **demand projections** for mobile crisis, urgent walk-in, secure evaluation facility and acute inpatient alternative services;

Because of the severity of the financial and client safety crisis facing Multnomah County and the carefully built-in interdependencies of the nineteen strategies, ***all must be implemented within the next 90 days*** if the County hopes to prevent insolvency of the mental health system.

A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

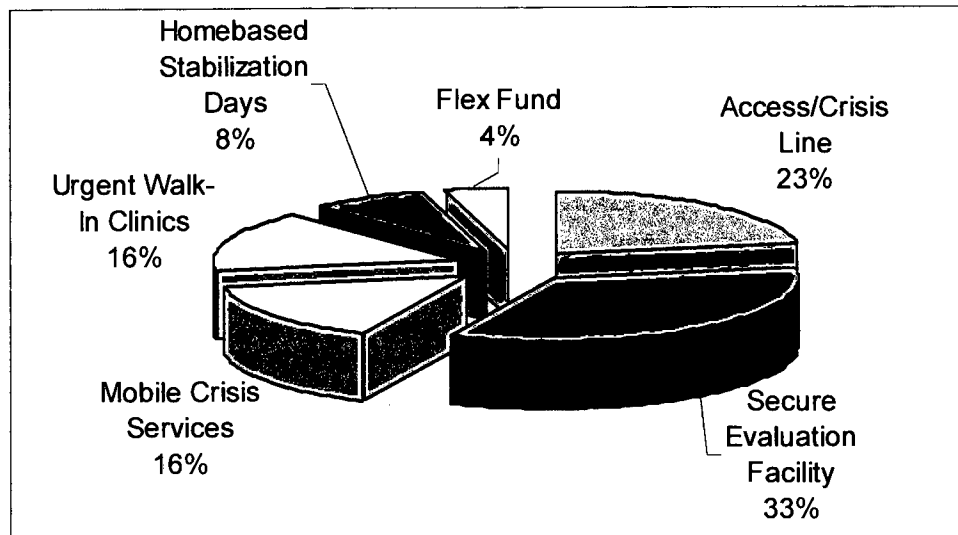
Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. The following action-steps must be taken to support the implementation of these services.

- 1. Access/Crisis Phone Service:** Multnomah County should immediately contract with the identified provider organization to implement a new Access/Crisis Phone Service, with the contract retroactive to July 1, 2001 to support startup. This service will consolidate similar services at Providence, Advanced Behavioral Health, Human Services Alliance, and some portion of Verity's Access Line into a single service. It will also add a Warm Line that is staffed by mental health consumers. This consolidation will allow for improved response time, better connection between phone workers and the outpatient system and reduction of duplication. Providence will continue to provide phone service between July 1

and September 30, 2001 as the new capacity is developed and brought online.
Annual Cost: \$1,803,218.

2. **Urgent Walk-In Clinics:** Multnomah County should immediately contract with the identified provider organizations to operate four, regional Urgent Walk-In Clinics. The contracts should be made retroactive to July 1, 2001. These Clinics will use a “no appointment necessary” approach and operate during the highest demand periods from 9:00 am to 5:00 pm Monday through Friday. Additionally, a centrally located walk in clinic will operate from 5:00 pm to 9:00 pm Monday through Friday and 1 to 4 pm on Saturday. This design will dramatically increase access to consumers and provide a more appropriate service delivery environment to individuals who have urgent, but not emergency needs. *Annual Cost: \$1,084,821.*
3. **Mobile Crisis Outreach Teams:** Multnomah County should immediately contract with the identified provider organization to operate Mobile Crisis Outreach Teams 24-hours per day, seven days per week. The contract should be made retroactive to July 1, 2001. During hours of operation Mobile Outreach staff will be co-located at the four Urgent Walk-in clinical sites. During evenings and on Saturday, the Mobile Outreach Team will be co-located with the centrally located Urgent Walk-in clinic. *Annual Cost: \$1,096,305.*
4. **Secure Evaluation Facility:** Multnomah County should immediately contract with the designated provider organizations to provide 23-Hour observation capacity for a period of assessment for those patients deemed to have the potential to rapidly regain functioning, and to facilitate their smooth reintegration into the community through optimal discharge planning. *Annual Cost: \$2,388,949.*
5. **Acute Hospital Alternatives:** Multnomah County should immediately contract with designated provider organizations to provide alternatives to hospitalization including Intensive Home-Based Stabilization services, Respite Beds, Sub-Acute Inpatient services, and “Flex Funds” to support other creative alternatives. *Annual Cost: \$3,137,468.*
6. **Acute Care Coordination:** Multnomah County should immediately complete the development of the Acute Care Coordination Team. Members of this team will work with referring clinicians, discussing treatment options for clients in crisis in the context of the criteria for “medical appropriateness”, assisting with referral to the least restrictive and most clinically appropriate care setting. *Annual Cost: Part of Verity’s Budget.*

These six changes will result in a system that has many “right doors” and capacity that has been carefully designed to meet the needs of consumers in crisis. The chart on the following page illustrates how financial resources will be allocated to the newly designed crisis system. As the system stabilizes we expect that costs for the secure evaluation facility will decrease and those savings will be redirected towards non-urgent/emergent services.



B. Roll-Out of the Single Point of Accountability Philosophy and Structure

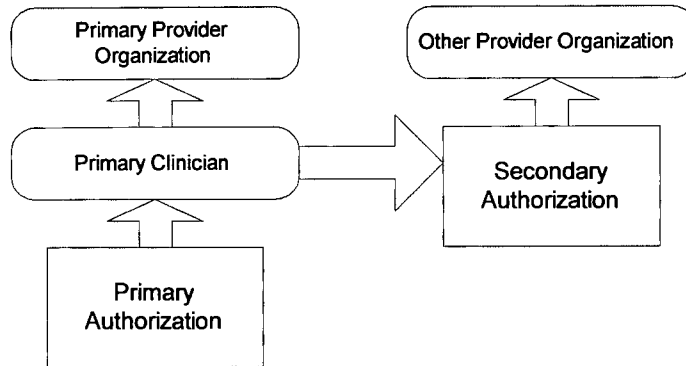
Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These circumstances result in the inability of crisis caregivers, including the police, to determine the most appropriate treatment setting for clients in crisis and often results in hospitalization that may have been unnecessary.

These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. This type of structure is critical to helping prevent crises before they occur. Furthermore, this model is an essential building block for implementing a recovery-oriented care delivery model.

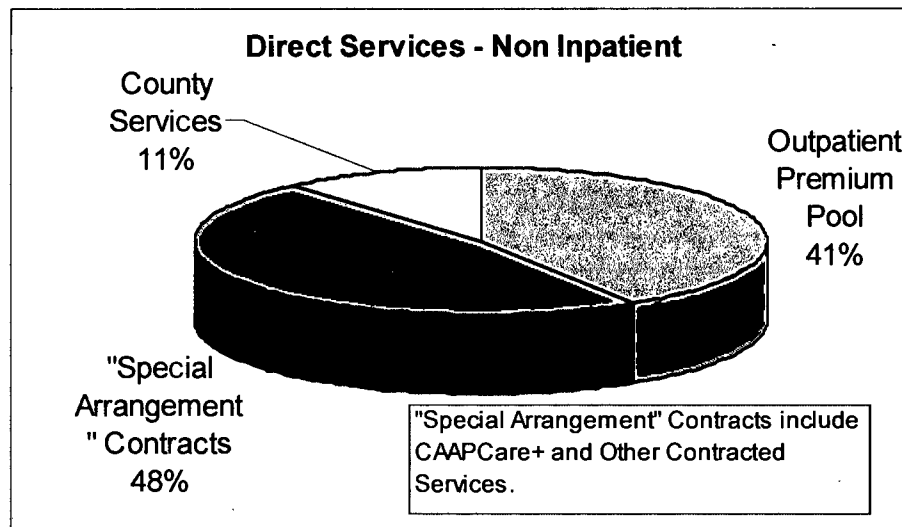
The following action-steps must be taken to support the implementation of this philosophy and structure.

7. **Single Point of Accountability Structure:** Multnomah County should revise all existing outpatient contracts to establish a Single Point of Accountability structure. Under this structure all mental health consumers whose care is financially supported by Multnomah County would be assigned to a Primary Provider Organization and a Primary Clinician through the issuance of an open-ended Primary Authorization. The Primary Clinician will be part of a Care Team (consisting of at least two individuals – the consumer and the Primary Clinician) whose jobs include treatment planning, service coordination, service delivery, and crisis planning and management. The Primary Authorization will “stay open” for as long as the client resides in Multnomah County or until/unless the consumer transfers to a different Primary Provider Organization, regardless of whether their case file is open or closed. Part of this system will include Secondary

Authorizations that support the purchase of evidence-based services or supports for special services not otherwise available from Care Team members who do not work at the Primary Provider Organization. *Annual Cost: Part of the Outpatient Contracts.*



- 8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool:** The Single Point of Accountability Structure should be supported by a new payment mechanism that increases the flexibility of how monies can be used, provides financial incentives for proper management of the crisis and acute care system and holds providers accountable for poor outcomes. The mechanics of this model are described in Section C. below.



A financial model that supports the Action Plan is critical to successfully changing the behavior of the provider community. Currently only 41% of the existing funding for the Multnomah County Outpatient System is available for the Single Point of Accountability System – the funds that are in the OHP Outpatient Premium Pool. The other 59% is embedded in “Special Arrangement” Outpatient Provider Contracts (48%) and budgets for County-Staffed Services (11%). The

Special Arrangement Contracts are funded through a myriad of case rates and fee for service arrangements that use “old-style”, commercial managed care arrangements that prevent more flexible and creative use of funds and are necessarily outside the Accountability and Incentive Structure. In addition, these contracts require over 20 full time equivalents of County Care Coordinators, whose salary costs alone are over \$1.3 million per year.

Multnomah County should immediately convert the OHP Outpatient Premium and CAAPCare+ Outpatient Pools to the new Accountability/Incentive Pool. County staff should also immediately begin an Internal Audit and Performance Analysis of the Special Arrangement Outpatient Provider Contracts and County-Staffed Services to determine which services can be moved into the Accountability/Incentive Pool in Phase II. This analysis should be completed by 10/1/2001. *Annual Costs: Phase I \$23,782,833; should increase to a minimum of \$32,000,000 during Phase II with the roll-in of Specialized Arrangement Contracts.*

9. **Assignment of Existing and New Consumers:** Multnomah County should immediately begin a process to identify the Primary Provider Organization and Primary Clinician for all currently enrolled consumers. This will consist of using historical data in the Verity authorization database to complete a preliminary identification of Primary Provider Organizations. Providers will then review the computer reports, make corrections as needed and identify the Primary Clinician for each consumer. This information will be returned and entered to the County Information System.

The County should also begin a process to rapidly assign all newly identified mental health consumers to a Primary Provider Organization and Primary Clinician. This will include the development of policies and procedures for all providers in the system. Crisis and Acute Care staff will be responsible for helping “hook” new consumers up with Outpatient Organizations. Outpatient Organizations will have clear guidelines for how and when to assign consumers who are new to their organizations. *Annual Cost: Part of the Existing DCFS IS Budget and Provider Outpatient Contracts.*

C. Infrastructure Changes to Support the Action Plan

There are a handful of “mission-critical” infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important are listed below.

10. **Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool:** The funding design for the Accountability/Incentive Funding Pool combines the OHP Outpatient Premium and CAAPCare+ Pools to create a funding stream to be used for OHP and indigent consumers in Multnomah County. Funds will be allocated based on the number of consumers for whom each provider organization becomes the Single Point of Responsibility. If Agency X has taken responsibility for 10% of the consumers they will receive

10% of the pool each month. In return for payment, organizations will be expected to provide all medically necessary outpatient services to their clients. In addition, use of crisis and acute care services will be carefully tracked and provider organizations will be responsible for covering a portion of those expenses, up to a limit that will be defined by a financial risk corridor. If providers are able to properly manage their caseloads and lower the utilization of crisis and acute care services, incentive payments will be made to the organizations in the form of a rebate on under-spent Crisis and Acute Care System funds. The risk corridor will be designed so that no provider organizations will be threatened with catastrophic losses.

For the first year, smaller providers, who believe that they may not be able to manage under the new funding model, can select a Hold Harmless alternative where their crisis and acute care utilization will be monitored but funding accountability and incentives will not apply.

Multnomah County Board of Commissioners are requested to immediately approve the Outpatient Accountability/Incentive Funding Model and direct staff to develop the Policies and Procedures Manual that includes the detailed business rules for this model. Provider contracts must be revised so that the system can be phased in between July and September 2001, with full implementation beginning October 1, 2001. Later approval will delay these dates with substantial financial and system problems accruing. *Annual Costs per Action Step 8 above: Phase I \$23,782,833; should increase to a minimum of \$32,000,000 during Phase II with the roll-in of Specialized Arrangement Contracts.*

- 11. Rapid Implementation of Raintree Systems Computer Software:** There are nine categories of County and Provider Organization staff that are necessary to support the reconfigured crisis and acute care alternatives. These include staff working with the 1) Call Center, 2) Mobile Crisis Teams, 3) Acute Care Coordination, 4) Urgent Walk-In Clinics, 5) Primary Provider Organizations, 6) Care Coordination, 7) Member Services, 8) Claims Processing, and 9) Quality Assurance. Together these groups require 34 different pieces of computer functionality to support their work. The functionality ranges from Client Lookup to Authorization Entry to Crisis Episode Tracking to Claims Processing.

A rapid but thorough evaluation was made of existing County computer systems and "off the shelf" packages, covering the areas of Functionality, Architecture, Ease of Implementation, Flexibility, Performance, Security, Reporting, Cost and Vendor Reliability. After determining that existing County systems could not adequately support the 34 functions the Joint County-Contractor IT Workgroup narrowed the field down to two finalists, PH Tech, from Salem Oregon, and Raintree Systems from San Diego California. A final vendor scoring resulted in the recommendation to purchase and implement Raintree Systems.

Because of the emergent need to implement a new solution within 90 days, Multnomah County should suspend normal contracting requirements and

immediately contract with Raintree Systems and begin implementation of the new system within 14 days. The functionality of the system should be rolled out in three phases, October 1, November 1, and December 1, 2001. Five Implementation Teams should be immediately assembled that will be made up of County and Provider Organization staff – Application Develop, Data Conversion, Infrastructure, Deployment, and Reporting. The rapid implementation project should be co-lead by a County and a Provider Organization staff person. *One Time Costs: \$175,000.*

- 12. System-Wide Performance Reporting System:** A great deal of effort went into gathering utilization and financial data from a variety of sources to support the development of the Action Plan. Unfortunately, there was a scarcity of standard reports that could be “pulled off the shelf” to support these efforts. Most available reports were ad hoc in nature, so that the system was operating in a relatively “data-free environment”. As stakeholders of the mental health system already know, the Multnomah County mental health system can no longer operate under these conditions.

Multnomah County should immediately begin the development of a System-Wide Performance Reporting System. The design of this system should be informed by key documents including the Utilization and Financial Modeling Tools that were used to support the Action Plan; Oregon Health Plan Mental Health Organization Agreement requirements; existing ad hoc and standard reports; the March 2001 Recommended Mental Health System Performance Measures authored by Jim Carlson, Seth Lyon and Theresa Posner; the 2001 American College of Mental Health Administrators’ Proposed Consensus Set of Indicators for Behavioral Health; and the January 2001 State of Oregon Report to the Governor from the Mental Health Alignment Workgroup.

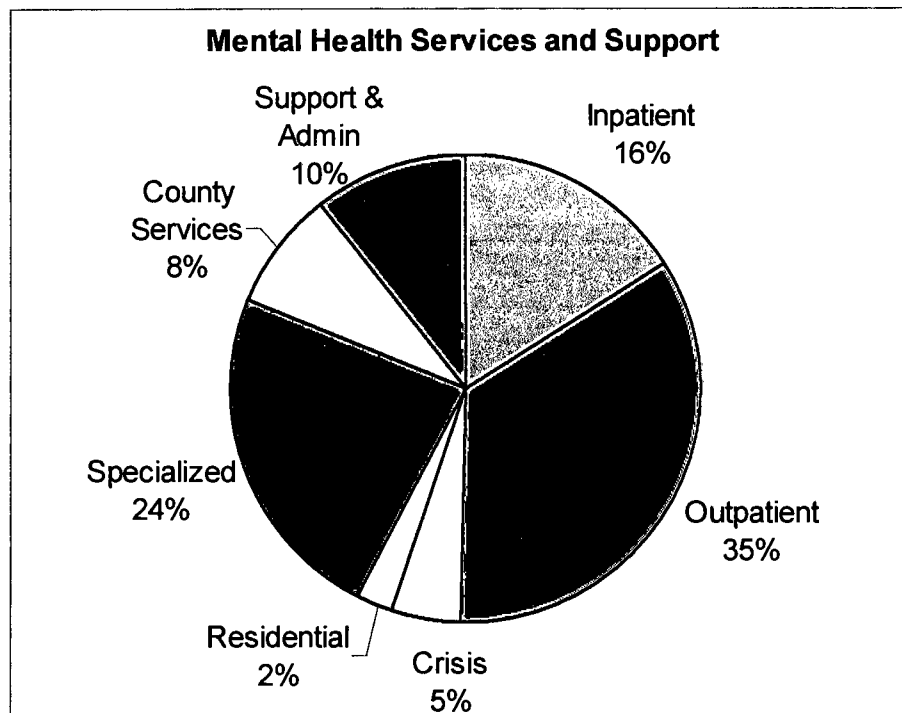
These efforts should result in a set of regularly produced reports for key managers and stakeholders from the Multnomah Board of County Commissioners to Acute Care Coordinators to Primary Clinicians and their Supervisors that are produced daily, weekly, monthly and quarterly, based on need. The data in these reports should be used to build a “culture of measurement” within the Multnomah County Mental Health System, where meetings regularly include the analysis of data and all-important decisions are informed by this analysis. *One-Time Costs: \$50,000.*

- 13. Redeployment of Key DCFS Staff:** There are a number of activities that require the involvement of several DSFS staff members. This includes Acute Care Coordination, Accountability/Incentive System Policies and Procedures Development, Provider Contracting, assistance with bringing up the new Crisis and Acute Care Alternatives, Raintree Implementation, Performance Reporting System Development, further Financial and Budget Analysis, Stakeholder Communications, and more. Many DCFS staff have already been intensively involved in the planning activities that have resulted in this report. These efforts must now be followed by the development of a detailed Implementation Workplan and redeployment of DCFS staff to assist in these implementation

activities. Multnomah County leadership should direct all DCFS management and staff to actively participate in the implementation efforts, as needed. *Annual Cost: Part of the existing Verity Budget.*

D. Funding the Action Plan

The fiscal year 2002 DCFS Mental Health Budget is \$71,379,128. These funds are allocated to several areas, as illustrated in the chart below.



The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$21,833,000. This includes \$14,194,707 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently allocated, the Crisis and Acute Care System is currently underfunded by \$7,098,983. The following action steps must be taken to resolve this crisis.

- 14. Allocation of Yet-To-Be Programmed Redesign Funds:** The current FY2001 Budget includes \$1,482,572 of revenues that were set aside to be used to support the redesign. Multnomah County should reprogram this entire amount to fund the Crisis and Acute Care System. *Annual Costs: \$1,482,572.*
- 15. Reallocation of New OHP System-Wide Funds:** Currently 16.7% of the OHP Premiums are allocated to a System-Wide Funds Pool. These monies are used to support the Crisis Triage Center and a number of Specialized Services such as Day Treatment, Dual Diagnosis Residential Support, Supported Classrooms and Fee-For-Service outpatient providers. In fiscal year 2001 just over \$4 million was allocated to this pool, with \$1.4 million spent on Crisis and Acute Care Alternatives and \$2.6 million spent on Specialized Services. With the addition of a full year of Regence enrolled lives this \$4 million has grown to \$6.3 million.

Multnomah County should freeze the Specialized Services funding at the \$2.6 million level for fiscal year 2002, redirect \$2.7 million of the difference (75%) to fund the Crisis and Acute Care System, and add the remaining 25% (\$1 million) to the Outpatient Accountability/Incentive Pool. As the system stabilizes and inpatient costs come down, additional funds should be redirected to the Outpatient Accountability/Incentive Pool. *Annual Costs: \$3,708,072.*

16. Recovery of FY2001 Carryover Remitted to the County General Fund:

Currently it appears that there may be between \$200,000 and \$500,000 of fiscal year 2001 Behavioral Health funds that were not spent, not reserved as Carryover Funding for fiscal year 2002, but instead earmarked for return to the County General Fund. Multnomah Board of County Commissioners should direct County Fiscal Staff to determine the actual, final amount of these funds and reprogram them as one-time Carryover Funds to support the Crisis and Acute Care System for fiscal year 2002. *Annual Costs: \$200,000.*

17. Staffing Position Freeze/Recovery: Currently Verity has 5 open positions out of a total 34.75 budgeted FTEs. Not filling these positions and reprogramming these funds to the Crisis and Acute Care System would total approximately \$325,000. It is anticipated that the redesigned Verity organizational structure that will be created in Phase II will be able to adequately fulfill its MHO functions with 29.75 FTEs. Multnomah County should immediately implement this strategy. *Annual Costs: \$325,000.*

18. BHD/Verity Budget Reduction: The fiscal year 2002 mental health direct services and support budgets for the Behavioral Health Division and Verity totals \$13,167,839. Of this figure \$7,300,410 is earmarked for Division Administration, Care Coordination, Managed Care Administration and County Overhead. These administrative and support costs represent 10% of the total mental health budget. In other communities these costs range between 4% and 6%. Multnomah Board of County Commissioners should direct DCFS management to immediately reduce expenses for the current fiscal year by 5%. Additional analysis of these costs should occur during Phase II. *Annual Costs: \$658,392.*

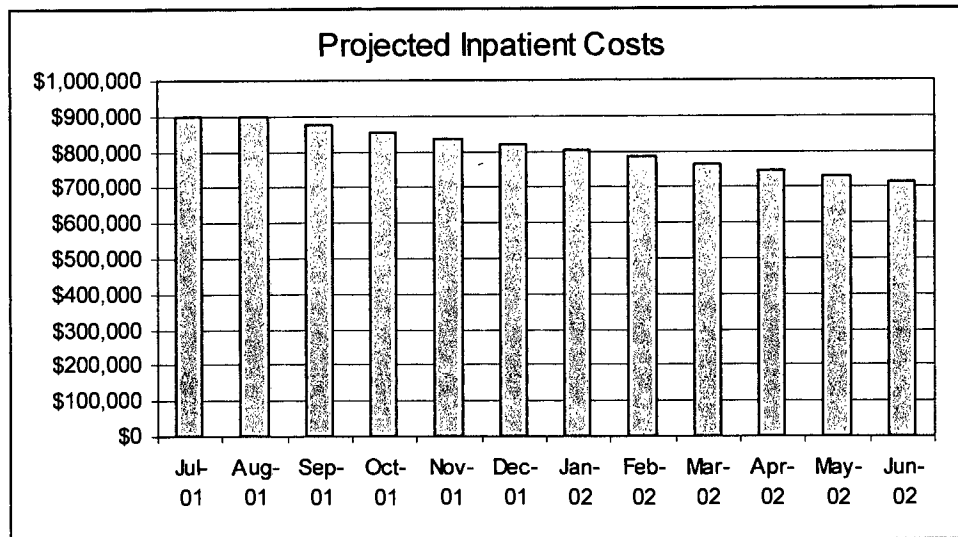
The five strategies identified in action-steps 14 – 18 represent a \$5.44 million shift of funds to the Crisis and Acute Care System. This leaves a remaining shortfall of \$1.65 million. These figures are shown in greater detail in the table on the following page.

Proposed Strategies for Covering Shortfall

A. Net Shortfall	-\$7,098,983
B. Funding Strategies	
1 Allocate Unbudgeted Redesign Funds	
Unbudgeted Amount	\$1,482,572
2 Allocate a Larger Portion of MHO System-Wide Funds	
MHO System-wide Funds	\$6,346,000
less Specialized portion of system-wide	<u>-\$2,637,928</u>
Net MHO System-wide Funds	\$3,708,072
Additional to allocate to Shortfall	<u>75%</u>
Additional to allocate to Shortfall	\$2,781,054
3 Recover FY2001 Carryover, not yet budgeted	
Estimate of unrecovered Carryover	\$200,000
4 Staffing Position Freeze/Recovery	
Freeze of Verity Open Positions	\$325,000
5 BHD/Verity Mental Health Budget Reductions	
5% Budget Reduction of BHD and Verity Budgets	<u>\$658,392</u>
Subtotal Savings	<u>\$5,447,018</u>
Shortfall Balance	<u>-\$1,651,966</u>
C. Use of Reserves	
6 Use of Mental Health Reserves	
Total Reserves	\$2,491,771
One-time use of Reserves	<u>\$1,651,966</u>
Remaining Reserves	<u>\$839,805</u>
Shortfall Balance	<u><u>\$0</u></u>

19. One-Time User of Mental Health Reserves: The main purpose of Mental Health Reserves is to cover emergencies that threaten the viability of the MHO. The current Acute Care Crisis constitutes such an emergency. Multnomah County should allocate \$1.6 million of existing reserves to fund excess inpatient costs that are projected for fiscal year 2002. When added to the \$200,000 carryover from action-step 16, this represents \$1.8 million of one-time spending.

To prevent a similar shortfall in fiscal year 2003, inpatient expenditures must be reduced 21%. The funding model that was used to develop these recommendations assumes that these reductions will begin in September 2001, with the rollout of the Crisis and Acute Care Alternatives and Single Point of Accountability Structure and grow to a 21% savings by June 2002. The graph on the following page illustrates the required change in inpatient expenditures. *One-Time Costs: \$1,851,966.*



Important Notes about Cultural Competency and Consumer Involvement

The reader will note that there are no *specific* Acute Care Crisis action-steps addressing cultural competency and consumer involvement. Nonetheless, there are many *implicit* actions within the nineteen steps that relate to both.

It is imperative for Multnomah County to ensure that all services are designed with sensitivity and specialization for specific sub-populations including adults, children, older adults and ethnic and cultural communities. Staffing must consistently attend to cultural and special population considerations incorporating bicultural members, bilingual staff and sub-populations specialists into all staff teams. This is relevant for services that are developed during times of relative calm as well as times of crisis.

Design work has already begun towards producing data that will demonstrate how new services as well as existing ones address the needs of different populations; this is an important element of Action-Step 12, System-Wide Performance Reporting System. In addition, Appendix 3 – Detailed Acute Care Design, describes in greater detail how new services will be deployed in culturally appropriate ways.

Consumer Involvement must also be a characteristic that winds its way through all new and existing planning and service delivery activities. Development of the Single Point of Accountability Structure and Philosophy is a critical foundation step towards building a system of care that is based on placing the consumer at the center of the service delivery process.

The Clinical Design Workgroup was well represented with consumers, including a Consumer Involvement Subcommittee. This group has highlighted the need for a consumer-operated Warm Line, which is an important component of the new Access/Crisis Phone Service. Development of an Ombudsperson will occur within the existing Verity budget.

Work in moving these components of a well-functioning system forward will continue.

Implications for Phase II

When all of the nineteen Action-Steps in Phase I are implemented by September 30, 2001, the acute care crisis will have only begun to be resolved. There are numerous additional Action-Steps that should have been implemented as part of a Phase I. Because of the two-year delay in beginning detailed implementation work, this was not possible.

The 90-day Phase I must be followed immediately by Phase II that should run from days 91 – 365 (October 1, 2001 – June 30, 2002). During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

It is only after this Phase II work is completed that the mental health system will be able to regain stability and begin to move away from financial insolvency.

Appendix 1 - VERITY

Integrated Behavioral Healthcare Systems

Core Values

1. Customer Service

- Consumers are always the primary (i.e. most important) customers.
- We exist solely to serve consumers with the right care, delivered at the right time, for the right cost.
- The most important employees in the system are those providing direct services that result in good client outcomes; everything else is overhead.
- Necessary overhead is defined as those activities that add value to the delivery of effective direct services to the consumer.
- We recognize that there exist multiple internal and external customers involved in constant service transactions geared to best serve consumers.
- A customer is anybody receiving goods or services in exchange for reward.
- Anybody who can better serve our customers deserves the business of doing so. The converse is also true.

2. Accountability

- We employ fact-based decision making utilizing evidence based standards of care to ensure best practices.
- Outcome/results driven measurement systems and methods will be adopted to generate publicly posted status reports along with performance profiling.
- Performance based contracting will be actively managed.
- Sharing risk will increase the likelihood of mutually beneficial partnerships.
- Robust information technology infrastructure will be employed in recognition of the degree to which: "Excellent care management is dependent upon excellent information management"
- We seek to increase leadership and decrease micro-management processes.

3. Quality

- Quality is that which meets or exceeds the customer's needs and reasonable expectations at a cost that represents value to them.
- "Good enough"....isn't. Excellence is the enemy of the mediocre and vice versa. Quality service is not an average service. Who would prefer to be operated on by an average surgeon?
- The customer defines quality.
- Quality is not an abstraction; it is a measurable and manageable business practice. Continuous quality improvement is our core management philosophy and business strategy.
- Quality is about passion and pride. Scarcity of resources demand innovation.
- Higher quality costs less, not more.

1. Integrity

- We will recognize and embrace the moral high ground.
- Say what we mean and mean what we say, then do what we say we are going to do. We must “walk the talk.”
- Utilizing dignity and respect, conflicts will be resolved in a collegial and professional manner.
- Acknowledge honest mistakes and recognize problems as opportunities for improvement. A problem is the gap between the existing situation and a better situation.
- Honest straightforwardness is recognized as a key element of any successful transaction.
- Accepting responsibility while building our response-ability is the desired way to replacing blame, cynicism, and excuses with results that work. Find remedy, not fault.
- We will foster productive labor-management partnerships that are consumer focused.
- Trust is built through proactive versus reactive activity.
- To not see a problem is in itself a problem. However, the worst thing a person can do is to ignore or cover up a problem.

Appendix 2 – Resolution 00-161

Resolution 00-161	
Type:	Resolution, Order or Proclamation
Date:	09/28/2000
Number:	00-161
Title:	ADOPTING A VISION STATEMENT FOR A CONSUMER AND FAMILY CENTERED MENTAL HEALTH SYSTEM
Text:	<p>BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON</p> <p>RESOLUTION NO. 00-161</p> <p>Adopting a Vision Statement for a Consumer and Family Centered Mental Health System</p> <p>The Multnomah County Board of Commissioners Finds:</p> <p>A. On May 4, 2000 the Board of County Commissioners adopted Resolution No. 00-063 creating a Mental Health Design Team “ to work with county, state, and community personnel to develop short and long term action plans to improve County mental health services.”</p> <p>B. The Design Team has determined that an underlying vision and a unifying philosophy is needed to guide system design efforts. This vision and philosophy should apply to services for adults, children and adolescents at all levels of care.</p> <p>C. The Design Team has recommended that the Board of County Commissioners adopt the vision statement expressed in a “ Consumer and Family Centered Mental Health System” .</p> <p>The Multnomah County Board of Commissioners Resolves:</p> <p>1. The values and principles described in the attached document “ Consumer and Family Centered Mental Health System” will provide the underlying vision and unifying philosophy for the mental health system in Multnomah County.</p>

2. County Departments that provide mental health services will distribute this document to all employees and to appropriate contractors, advisory board members and other partners.
3. County Departments that directly provide mental health services will incorporate these values and principles into those services to the fullest extent possible.
4. County Departments that contract for mental health services will include these values and principles in all relevant contracts and will insure that these values and principles are incorporated into the services delivered through those contracts.
5. The Department of Community and Family services will provide leadership in the collaborative development of a training program to increase system-wide understanding of these values and principles. Planning and implementation of this training program will include consumers, members of their support teams, families and providers.
6. The County will work with community advocates and organizations to encourage State and Federal policy makers to develop and fund programs which are consistent with this vision statement.

ADOPTED this 28th day of September 2000.

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY,
OREGON

Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY FOR MULTNOMAH COUNTY,
OREGON

By Thomas Sponsler, County Attorney

A Consumer and Family Centered Mental Health System For Multnomah County

This document expresses the underlying vision and unifying philosophy that will guide the design and operation of public mental health services in Multnomah County. Consumers receiving mental health services (including adults, adolescents, children and families as appropriate) are at the center of the mental health system. The system is organized and operated to meet their needs. While there may be resource constraints the ultimate goal of the system is to improve the lives of those receiving mental health services.

The services for children, adolescents and their families will focus on a developmental model of intervention and on age and developmentally appropriate outcomes for children within the contexts of their individual family situations. The services for adults will be recovery-oriented with a focus on developing natural systems of support and self-determination. Within the adult and children service systems there may be different providers, programs and types of services but common values and principles will anchor and unify all mental health services.

Our vision for mental health services has three sections: attitudes and values; the service system; and accountability and management.

A. The attitudes and values of the mental health system support and encourage consumers to achieve their full potential.

1. Everyone receiving services in the Multnomah County Mental Health System is supported and encouraged to reach his or her full potential. Consumers are supported by attitudes and services that communicate hope, focus on strengths, nurture recovery, promote optimal development and support achievement of goals. Respect and dignity will be embraced throughout the County's caring and flexible system.

2. The services provided by the mental health system in Multnomah County are individualized, and in the case of children, child-centered and family-focused. The needs, goals and preferences of consumers dictate the types and mix of services provided.

3. The mental health system is community based, with the location of services and decision-making resting at the community (i.e. local) level.

4. Agencies, programs, services and staff are culturally competent; that is, sensitive and responsive to all the elements of consumers' identities, including but not limited to age, ethnicity, race, religion, gender, sexual orientation, disability and culture.

5. Adult consumers may choose to identify friends, family members or others to participate in planning for their care and service delivery. The families and/or surrogate families of children receiving mental health services are full participants in all aspects of the planning and delivery of services.

6. Mental health services for children and adolescents will be guided by the best interests of the child or adolescent. Services will support, assist and strengthen the family system. This may include identifying and addressing changes needed to better support the child's optimal development.

B. It is the goal of the mental health system to work toward the provision of a wide range of services that support recovery and optimal human development.

1. Services for adults maximize the opportunity for self-sufficiency, autonomy and a self-directed practice of recovery. Services for children reflect the " System of Care " principles. Services and models for adults and children will evolve in response to consumer needs and evidence-based changes in best practices.

2. Services are provided in the least restrictive setting that is clinically appropriate and meets consumers' needs. Services to achieve stabilization and recovery at lower levels of care are prioritized so that they are available when needed,

thereby reducing utilization of higher levels of care such as crisis services and hospitalization. Services are organized to avoid inappropriate use of the criminal and juvenile justice systems as a substitute for mental health care.

3. Every person receiving mental health services has access to competent diagnosis and an appropriate and affordable menu of treatment. Access to and coordination with competent, comprehensive physical health care is arranged.

4. Every consumer is assured of having a prompt and clinically appropriate response to his or her crisis and acute care needs.

5. Adult consumers have access to a range of safe, affordable housing options and the support services needed to successfully retain their housing over time.

6. Every person receiving mental health services has access to suitable employment, training and/or education services in order to reach his or her full potential for independence and contribution to society.

7. Every person receiving mental health services has access to a network of natural supports including transportation and affordable social, cultural, physical and recreational and/or faith-based activities that promote integration into the community, optimal development and recovery.

8. Competent care management services are provided based on need. Case managers insure that multiple services are delivered in a coordinated and therapeutic manner and that consumers can navigate smoothly through the system.

9. Services from multiple agencies including the education, criminal justice, juvenile justice, child-welfare, health and chemical dependency systems are coordinated and/or integrated to better serve consumers.

10. In order to support prevention and effective treatment, the mental health system provides consultation to other health and social service providers.

11. Mental health services include outreach and education in order to increase early identification and intervention and to increase appropriate continuation in care, leading to earlier recovery.

12. Consumers and families are able to access services easily. They are offered at convenient and accessible locations and times.

13. Services include consumers as providers and include opportunities for peer support and self-help. Services for children include opportunities for family peer support.

C. The mental health system is publicly accountable and well managed.

1. In order to be truly accountable the mental health system is organized with clear lines of responsibility and authority. The policy, planning, resource allocation and evaluation functions are centralized and consolidated and/or coordinated.

2. Consumers, providers, families and a wide range of stakeholders are involved in policy development, program planning, service delivery and evaluation for the mental health system.

3. The mental health system is publicly accountable for the resources that have been entrusted to it. Service delivery systems are integrated administratively to eliminate expensive fragmentation and duplication. Financial risk and incentives are utilized as tools to achieve system goals.

4. At all levels, the system is accountable for service delivery and outcomes. Clear, quantifiable measures are established to show efficiency and effectiveness. These measures include consumer satisfaction and improving the quality of life for people receiving services. The system uses data to monitor costs and outcomes and to improve quality and access.

5. A centralized data system is structured to increase coordination across service

systems and provide the demographic, financial, service and outcome data necessary for system reporting, management and accountability.

6. The mental health system supports a positive working environment for its providers and staff. Competitive salaries and benefits, training and education and reasonable workloads reduce turnover and support the provision of high quality services and positive interactions with consumers

7. The system vigorously pursues new resources and partnerships that will help to meet the mental health needs of County residents. The system is expert at blending funds from a variety of sources to meet consumer needs.

8. Advocacy for the needs and rights of those with mental health disabilities is an important component of system management. Stigma and discrimination make recovery more difficult. Education and advocacy is carried out in order to increase understanding and support for consumers and families and their needs.

9. Critical incidents are investigated and, where appropriate, result in corrective action. A fair and consistent process exists to respond to grievances and complaints.

Appendix 3 – Detailed Acute Care Design

Policy Issues

The following plan for addressing the service needs of the acute care system is a specific response to the mandates of Multnomah County Board of County Commissioners Resolution, “Providing Policy Direction for a Restructured Mental Health System”, adopted by the Board of County Commissioners on September 28, 2000. The following specific portions of the mandate are clearly addressed in this proposal:

- “manage risk in such a way as to provide incentives that reward the attainment of positive outcomes, including reduced hospital stays, coordinated care, and other goals consistent with the vision adopted by the County”
- “work with provider organizations to reduce hospitalizations, develop an integrated provider network that will improve coordination of care, reduce administrative expenses, increase access to care, promote sharing of information technology and increase capacity for risk bearing or risk sharing”
- “reduce hospital utilization by implementing a range of mid-level services including housing, intensive case management and respite beds”
- “Agencies, programs, services and staff are culturally competent; that is, sensitive and responsive to all the elements of consumer’s identities, including but not limited to age, ethnicity, race, religion, gender, sexual orientation, disability and culture.”

Additionally, this proposal effectively implements the values of a Consumer and Family Centered, Recovery-Oriented Mental Health System of Care by increasing emphasis in service delivery to naturally-occurring, community based support systems, engaging consumers as service providers and incorporating peer support and self-help, working with consumer’s strengths in the least restrictive and most normal environments appropriate, providing a broader array of service options to achieve stabilization and recovery at lower levels of care, improving access and outreach, particularly to traditionally underserved populations and coordinating and integrating services to facilitate smooth transitions among different systems of care.

Creating an Accountable System

This proposal assumes a business plan that maps a transition to accountability-based contracts with the provider system. This will insure a system where providers are responsible for the outcomes produced over the full “life” of the consumer’s involvement anywhere in the system. This requires continually providing proactive access to effective treatment. Positive clinical outcomes are incentivized and financial accountability clearly lies with providers as the consequence of inadequate or ineffective services. Ultimately, funds now spent on crisis and hospital services will become available for reinvestment in community based clinical care delivery. Most importantly, this business model provides incentives to work with people who can or will not avail themselves of necessary treatment and who are at the greatest risk.

This business model also creates strong incentives to integrate care with allied agencies including primary care, community justice, public health, aging, alcohol and drug, the various services for children and families and many others given that the risk lies with the entity regardless of where the service is last delivered. This model begins to drive together disparate sections of the service system for joint planning and integration. These incentives do not exist under either the current or a traditional fee for service models.

Performance Measurement

An effective acute care system is driven by accountability to positive outcomes that can be measured. A comprehensive Quality Improvement plan will be developed to support this design. This Quality Improvement plan will ensure there is a direct relationship between: 1.) The therapeutic goals described in the consumer's treatment plan, 2.) The standards and goals established in the Quality Improvement Plan, and 3.) Contractual performance requirements and incentives established with the County and State. Important quality indicators under consideration include admissions and bed days per 1000 members, stakeholder, family and consumer satisfaction data, access data, adverse incident rates, complaint rates, standardized clinical outcome measurement tools, provider financial health, and proportion of dollars spent on administrative costs vs. direct-care costs. A single quality process for the entire system will reduce multiple and redundant layers of data collection and analysis and the associated expense.

Crisis Services Overview

The service components of this proposal are consistent with the recommendations to the Multnomah County Design Team by the Crisis System and Community-Based Intervention work groups. These groups' recommendations include 24 hour crisis services that are integrated into the CMHC service delivery system, a crisis treatment center physically located in or next to an ER, a centralized access/crisis phone line; consumer warm line availability; use of trained consumer peer counselors as natural supports, community-based, decentralized urgent care services; an increase in mobile response; a strengthening of the bridge between mental health crisis services and outpatient services that supports continuity of care and discourages fragmentation; and the development of enhanced resources for alternatives to hospitalization including respite and sub-acute care. In their final report, the Work Group states, "The difficulties the CTC has encountered relate directly to significant gaps in service along the entire continuum of mental health care. We have created a system where the only place a consumer can seek immediate therapeutic services is the CTC or emergency room" and "...an effective crisis system must consist of more than simply a good emergent care facility"

The solution to the high utilization of inpatient services involves four critical design principles. First, the logical strong alignment of a crisis response system within the outpatient provider system with capacity for proactive and preventative interventions, an enhanced set of alternatives to hospitalization, and an expanded role for the use of peer supports. Secondly, a system of Acute Care Coordination, as a crucial component of a crisis response system, which involves the consistent application of criteria for hospitalization including the exploration of potential effective alternatives coupled with the means to mobilize those resources. Thirdly, as discussed earlier, a business plan with aligned incentives for provider accountability. Finally, services must be designed with sensitivity and specialization for specific sub-populations including

adults, children, older adults and ethnic and cultural communities. Staffing must consistently attend to cultural and special population considerations incorporating bicultural members, bilingual staff and sub-populations specialists into all staff teams.

Service elements included in this proposal are:

- **Telephone Access**, a centralized 24 Hour, 7 days per week telephone access to routine, urgent and crisis care
- **Community-Based Urgent Walk-In Clinics**, a “no appointment necessary” approach to care during days, evenings and weekends
- **Mobile Crisis Outreach Capacity**, available 24 hour 7 days-a week
- **Alternatives to Hospitalization**, including sub-acute, temporary/emergency housing, flexible funding, and respite care
- **Secure Evaluation Facility**, for consumers who present a danger to themselves or others, who are so gravely disabled as to be incapable of being safely cared for safely in the community
- **Care Coordination**, ensuring that services are appropriately matched to consumer’s needs.
- **Transportation** appropriate to the level of acuity of the client
- **Intensive Community Support** services which operate county wide within the outpatient provider system and include peer run drop-in sites, and expanded supports to natural systems of care.

Using these methods, most crisis intervention can and should be community-based. Secure, facility-based assessment capacity is included in the plan as well and will continue to be needed for some emergent and urgent care as a last resort.

Crisis Service Flow: The service flow design proposed here is consistent with the following operating principles:

- Early Identification and pro-active and preventative care
- Community-based versus facility-based interventions
- Efficient use of resources and cost-effectiveness
- Meeting consumer’s needs with minimum of intrusiveness
- No wrong door to accessing service
- Maximizing natural, community-based supports
- Minimal authorization /utilization management procedures based on shared accountability/risk
- Centralization of services when more effective or cost-efficient with most direct service delivery decentralized
- Services tailored to the specialized needs of consumer sub-populations including children and families, older adults, and cultural groups.

The attached schematic flow chart describes the proposed system. A well-designed acute care system recognizes that anyone can make the determination that a mental health crisis may exist and begins with the first call. Police, family members, emergency departments, or allied agency personnel identify a perceived urgent or emergent need. These requests are de facto triaged by

four groups of clinicians: 1.) Out-stationed staff in a face-to face evaluation of the client in jails, primary care offices, AFS, SCF or other allied agency settings; 2.) Centralized 24 hour, 7 days per week phone access/crisis staff when a phone request for service occurs; 3.) Urgent Walk-In clinic staff; and finally, 4.) The active treatment team of a client in service, particularly Intensive Community Service teams supporting clients identified as in need of intensive services to avoid hospitalization. All these staff are empowered and trained to determine whether an actual mental health crisis exists, and authorize services as appropriate, or whether the problem may be medical, housing, placement, social, or a chemical dependency issue. These non-mental health dilemmas are triaged to the appropriate agency or community resource with assertive linking to assure appropriate follow up.

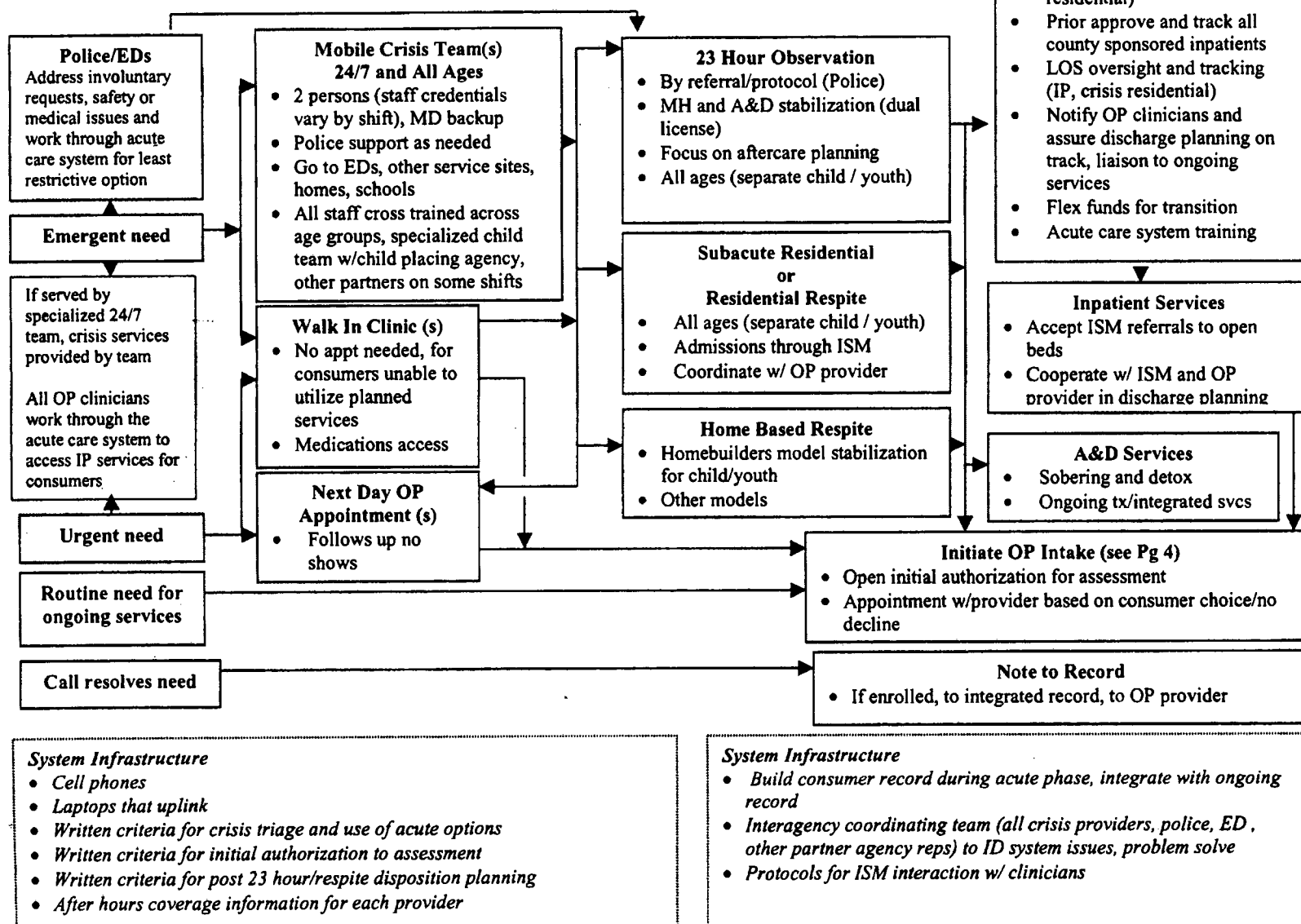
In the case of a mental health crisis requiring active intervention several options are available including dispatch of a mobile crisis outreach team; assessment in a secure facility; referral to appropriate alternatives to hospitalization including sub-acute residential or respite care; or finally, inpatient services. It is expected that all consumers assessed as in crisis will be provided a face to face evaluation through an existing provider, the mobile crisis team, or within the secure evaluation facility.

Phone access staff are co-located with care management staff who will provide acute care coordination functions. This co-location results in efficiencies in communication and staffing making best use of overlapping roles such as tracking of inpatient, sub-acute, emergency housing and respite beds; length of stay oversight and tracking; discharge planning follow-up and pre-authorization of inpatient care.

Critical to the effective functioning of this system is an interagency coordinating team to include mental health crisis providers, inpatient providers, police, emergency department representation, sub-acute providers, DCFS staff, and other partner agencies.

Finally, the entire system must be linked together with an information system that will support providing quality, timely and cost effective services to consumers. We must provide a robust and reliable common infrastructure capable of supporting a new behavioral health information system and accessible at multiple sites via web-based technology to include clinical, utilization and fiscal data. A data warehouse will allow us to create a "Culture of Measurement" where data is turned into knowledge and used to make all key decisions. Clinical data, accessible to all components of the acute care system, will inform intervention decisions at all levels. Cooperation and collaboration with the DCFS will be critical to this data system's operation.

Access Detail: Crisis Requests and Acute Care Services



Service Description

Centralized 24 Hour, 7 days per Week Telephone Routine, Urgent and Crisis Phone Access.

Staffed 24 hours a day, seven days a week by Qualified Mental Health Professional staff, a single 800 number phone access line will serve as a primary entry point for routine, urgent and crisis requests for service. It will be co-located with Care Management staff allowing this centralized group to be in the unique position of monitoring the pulse of the system at all times, prioritizing the allocation of intervention resources, and tracking bed availability all from a single location. All callers will be assessed for acuity and the appropriate level of intervention to achieve a positive outcome in the least restrictive or intrusive manner. Routine appointment scheduling capability will also be available.

Child and family and older adult specialists will be integrated into the phone team. Cross training regarding adult, SPMI, older adult, and child/ family issues will occur on an ongoing basis. Similarly, training in culturally specific interventions and recruiting of ethnic minority, bicultural and bilingual staff will occur. Recruitment of staff who speak other languages will be prioritized. The phone staff will also have access to back-up child/family and older adult specialist consultation, translator service and cultural group representatives.

Appropriate actions, which may be taken from lowest level response to highest level response, include:

- Providing information and referral to community agencies
- Scheduling routine intake within appropriate outpatient program.
- Referral to a Consumer Warm Line for lower acuity telephone support needs
- Providing Qualified Mental Health Professional phone counseling to stabilize urgent concerns
- Referral to Community Urgent Walk-In Clinics
- Linking with responsible treatment team or Intensive Community Service Teams for enrolled clients
- Dispatching transportation options to assist client in reaching a facility for evaluation
- Accessing emergency housing
- Dispatching Mobile Crisis Team for community-based evaluations
- Facilitating sub-acute or respite admission
- Arranging for potentially dangerous clients to be seen at the Secure Evaluation Facility for face-to-face assessments.
- Accessing police or medical emergency response
- Facilitating hospital admissions if appropriate

The phone staff work with police, emergency departments, providers and partner agencies to locate the most appropriate resource to respond to the consumer's need. They will have access to a database to schedule appointments after hours and on weekends, as well as being able to

refer consumers to urgent and routine walk-in clinics. In situations where the caller is assessed to need an alternative to hospitalization, the crisis staff will be able to assist in accessing these resources. In the routine access role, phone staff will primarily focus on brief assessment, triage for eligibility and urgency of need, authorize initial assessment, prepare consumer for next steps, offer choice of providers/sites, enter and track request for service via database, make appointment for assessment or refer to walk-in clinic. If assessment not required, clinician will refer to alternative services such as consumer run "sanctuaries", agency sponsored support/education groups or community resources.

The Phone Access line is expected to receive in the range of 300 to 350 calls per 24-hour period. The phones will be staffed at all times with a call management system that will appropriately flow calls by acuity. Special features of the phone system will include caller identification, multiple intake lines, call forwarding, direct transfer to outside agencies, power failure back-up system, and language interpretation.

The Phone Access line is ideally co-located with care coordination services. There will be cross training of staff to perform multiple functions to maximize responsiveness and flexibility of staffing patterns. Qualified Mental Health Professional level clinicians will fill all phone triage and crisis functions with cross training in care management (alternatives to hospitalization, authorization of services, flexible funding, etc.)

Community-Based Urgent Walk-In Clinics

Re-establishing decentralized community provider-based urgent/crisis capacity was strongly supported by the Design Team Crisis System and Community-Based Intervention Workgroups in their final recommendations. Four "no appointment necessary" urgent walk-in clinics located in North Portland, Downtown, close in Eastside and the Rockwood/Gresham area will be implemented. These clinics will be staffed by Qualified Mental Health Professionals and will also have Licensed Medical Professional coverage for urgent medication evaluations. They will operate during regular business hours Monday through Friday. An evening and Saturday urgent walk-in clinic will also be established and will operate from 5:00 till 9 PM Monday through Friday and from 1-4 on Saturday. Staffing for all walk-in clinics will include a Qualified Mental Health Professional and a Licensed Medical Professional (MD, PMHNP or PA). Sample and stock medications will be available in addition to prescriber services. Follow-up prescriptions and referred to a pharmacy will also be provided.

This resource (along with appropriate transportation for clients, as needed) will be offered in all cases where it is clinically appropriate, and safety issues do not require a police response. Services provided will include evaluation, supportive counseling, and medication evaluation. Referrals may come from self-referral (walk-in), the Mobile Outreach Team, Emergency Departments, the phone access line, hospitals, police, etc. The urgent care clinic staff may also refer to the Secure Evaluation Facility.

Child and Family Urgent Care: Utilization of clinic-based urgent service options is not the preferred option for children and families. Instead, preserving continuity of care by utilizing existing treatment teams to provide urgent care for active service clients will be a practice principle for all sub-populations, especially children. Further, Mobile Outreach, provided in the

natural context and most comfortable setting for the family, is often the preferred option for intervening with children and families and will be discussed in more detail in the next section. However, the urgent walk-in clinics described above will be made available to children and families for urgent service needs when other options are not available, are not appropriate, or when the family chooses to access them. These clinics will provide a warm and inviting, family-friendly, atmosphere and will incorporate child and family clinical expertise and child prescribing capacity.

Older Adult Urgent Care: Urgent care response for older adults requires a highly skilled assessment component in order to accurately diagnose, consider over-lapping medical issues and suggest key interventions for older persons and their caregivers. In addition, all interventions require an age sensitive response designed to build trust and rapport with older persons who are often hesitant to seek psychiatric help.

Services offered in a crisis situation will be coordinated within available natural and professional support systems, including key family members, caregivers and involved staff from Aging and Disabled Services (ADS) (including the ADS 24 hour help-line staff) and Older Adult Services within the outpatient provider system. The need for tight coordination with current cooperating providers through the Gatekeeper Program (community based volunteer case identifiers) and the inter-agency Multi-Disciplinary Team; a well coordinated team of senior service providers: including health, mental health and social services; will be key to successful intervention with this population.

Follow-up services provided to the older adult and their support system after an acute episode are key to continued crisis stabilization, and will likely include follow-up in multiple areas, such as physical safety and health, social contact, capacity assessment, addiction treatment and continuing mental health intervention.

Qualified Mental Health Professionals with geriatric expertise will train Urgent Care staff regarding key assessment, diagnostic and approach techniques key to successful geriatric mental health treatment, as well as familiarizing crisis staff with the array of Senior services accessible to older adults through Oregon Project Independence and the Oregon Health Plan. A Geriatric Psychiatric Mental Health Nurse Practitioner and a Geriatric Psychiatrist will also be available for consultation on an as-needed basis.

Mobile Crisis Outreach Capacity 24 hour 7 Days-a Week

Rebuilding Mobile Outreach follows the principle that the most effective crisis intervention service often occurs within the natural system of support of the client. The Team will provide face-to-face assessment, brief resolution-oriented crisis intervention, environmental/systems interventions, disposition to appropriate alternatives to hospitalization and linkage to appropriate community resources for individuals, children and families. Family involvement, consultation with schools or other involved agencies, or mobilizing potential natural helping supports in the client's environment will increase the speed with which a crisis is resolved in a manner which is the least intrusive and restrictive to the client. Interventions aimed at relieving situational stressors, for example a housing crisis, can often be the singly most effective intervention in

resolving a crisis. Mobile outreach staff must be community resource specialists and must constantly update their knowledge of housing, meal, clothing and social service resources in the community.

Facilitating access to inpatient care including authorization to perform Director's Custody holds will also be the team's role. Police and Emergency Department requests will be highly prioritized. The Mobile Outreach Team will operate on a "no-refusal" basis for outreach requests from Police, Emergency Rooms and Hooper Detox. Finally, linking clients with ongoing outpatient services is part of any effective outcome in a crisis situation.

The Following assumptions provide a conceptual framework and philosophy for the Mobile Outreach Team:

- The least restrictive, most effective clinical intervention will always be used in responding to requests for urgent or crisis services.
- All services provided will be provided in a culturally competent and sensitive manner, utilizing community-based services and supports (bicultural and bilingual staff, interpreters, natural systems of support, etc.) whenever available.
- Mobile Outreach response will be considered as just one potential response to service requests.
- It is not practical in designing a crisis response system, to distinguish between enrolled and non-enrolled clients, nor should the issue of adequate coverage be a factor in providing urgent and crisis services. Urgent services must be provided to all Multnomah County residents requesting such services.
- Non-Multnomah County residents seeking urgent mental health assistance within Multnomah County will be assisted in accessing appropriate services within their County. Multnomah County should take a leadership role in establishing a Regional Operating Agreement with neighboring County Mental Health Authority entities to establish defined roles and procedures in relation to acute care.
- All clients who are being involuntarily assessed for dangerousness or grave disability (on a hold, transported by police) will be taken to the Secure Evaluation Facility, regardless of residency.

Psychiatric consultation will be available to the Mobile Outreach Team via the on-call psychiatrist staffing the Secure Evaluation Facility. The use of Licensed Medical Professional time as a component of urgent/crisis services has been closely studied with the conclusion that having a Licensed Medical Professional as one of the mobile crisis responders is not the most effective use of their time, as prescribing in the field is unlikely. Instead, Licensed Medical Professional skills would be better spent providing medical consultation to the crisis system along with increasing the availability of walk-in prescriber time at the clinics.

All staffing levels will be sensitive to high demand periods. The need for mobile response teams during business hours should be significantly decreased with the introduction of the additional services described above. However, we expect a need for a Mobile Outreach response capacity during business hours, especially in regard to police and emergency department support. Additionally, timely response to community requests for urgent services must be available, if we are to effectively divert clients seeking services at emergency departments to a more appropriate and less restrictive level of care. The decision as to whether to dispatch one staff or two will be made by the Phone staff or Acute Care Coordinator and will depend upon the nature of the call and the need for police back up. In cases where police back up is required, or where the request has been made by a facility that provides on-site security (i.e., hospital ED), only one staff person will be dispatched. In cases where police back up is determined to be unnecessary, two staff will be dispatched.

Mobile Outreach staff will be available for the following responsibilities:

- Availability for outreach response
- Phone consultation with emergency departments and police
- Outreach to emergency departments and police to consult, assess, and provide alternatives to hospitalization as appropriate
- Back-up for walk-in/crisis clients at the clinics
- Follow-up on crisis calls from prior shifts

During regular business hours Mobile Outreach staff will be co-located at the four Urgent Walk-in clinical sites. During evenings and on Saturday, the Mobile Outreach Team will be co-located with the centrally located Urgent Walk-in clinic and, ideally, the Care Management and Telephone Access services. Evening Mobile Outreach staff can provide back-up support to the Care Management and Phone Access teams when they are not needed for crisis calls. During the lowest demand periods at night and during weekends, Mobile Outreach will be staffed on an on-call basis. Timely response to after-hours requests for mobile response will be emphasized with a performance benchmark of 30 minutes from the time the dispatch occurs.

Child and Family Mobile Outreach: A mobile response is optimal when the appropriate goal is to intervene within the natural context and most comfortable setting for the client. This is particularly true of families and children whose needs are not well served through facility-based crisis intervention. Therefore, Mobile Outreach will be the response of choice for children in crisis. For children and families, stabilization in the home or other natural setting is the most efficient and effective way of achieving quick stabilization and diverting from more restrictive forms of care.

It is expensive and unnecessary to operate independent adult and child/ family Mobile Outreach Teams. Therefore, the mobile outreach team will serve both adults and children/families. Team makeup will include Child and Family specialists who can take the lead in relevant clinical situations and training in family systems interventions will occur on an ongoing basis. Consultation expertise to include child and family specialization will also be available, coordinated with the consultation resources available to the Phone Access Line and Urgent

Walk-in clinics. As the system evolves, we may explore establishing child and family-specific mobile crisis teams for targeted, high use time periods.

It will be crucial to collaborate with Services to Children and Families in resolving many outreach service requests and coordination with case workers to seek alternatives to hospitalization and to resolve placement issues will occur whenever indicated. A process will begin immediately to begin to develop operating agreements which will define policy and procedures in these areas as well as explore blended funding opportunities.

Older Adult Mobile Outreach: Mobile outreach will be particularly key in serving hard to reach seniors that are often isolated with an acute mental health crisis. In 1997, Older Adult Behavioral Crisis Services, a mobile outreach model, was developed at Mt. Hood CMHC to respond to a high number of psychiatric hospitalizations of older persons. Fueling this development was interest in early intervention to prevent hospitalization, and acknowledgement that the trauma of hospitalization of older persons and the high cost of inpatient stays should not be supported as the most viable option for care in a crisis when help could be provided in the community. Outcomes showed significant financial savings with community care averaging \$1,620 per crisis episode, versus \$3,230 for the average hospital stay per similar crisis. Clinical outcomes included a substantial reduction in frequency of symptoms, severity of symptoms, GAF scores and caregiver distress.

This model illustrates the success of a mobile outreach approach, with geriatric specialization, for older persons. As for urgent walk-in, QMHP staff with geriatric expertise will be available to provide consultation and training to Mobile Outreach staff regarding assessment activities such as medical rule-outs, assessment of persons with dementia, the unique suicide profile of older persons, linkage with the Aging Services system, medication guidelines for prescribers, and consultation with family and caregivers. A Psychiatric Mental Health Nurse Practitioner and a Psychiatrist with geriatric expertise will also be available for consultation.

Alternatives to Hospitalization

Many factors besides acute mental illness contribute to the overuse of the acute care system in Multnomah County. The lack of a suitable and integrated community crisis response contributes to this and is addressed in previous sections of this proposal. Another major factor in over-reliance on in-patient care is the lack of access to alternatives to hospitalization in the community. The following resources are either in place and slated for expansion under this proposal or are proposed for rapid development to address the acute care crisis safely and effectively.

Our operating assumption is that naturally occurring supports will be explored and used first or in conjunction with the alternatives described below after consultation with an acute care coordinator.

Housing: Approximately 30% of the consumers referred to the Hospital Alternatives Pilot Project were homeless at the time of referral. Another 9% were being evicted or in unstable or highly unsuitable housing. Obviously, housing is a serious risk factor affecting the safety and well-being of consumers with mental illness, as well as a major contributing factor in long

lengths of stay and repeat hospitalizations. The Housing Outreach Team, composed of QMHP and QMHA level staff, will continue as a centralized program to respond quickly to emergency housing needs of consumers. The program offers outreach to consumers, families, landlords, and partner agencies such as Aging Services and the Housing Authority. The goals are to prevent eviction, stabilize housing, provide appropriate emergency housing referrals, and establish wraparound services aimed toward maintaining housing financed by flexible funding pools. Short-term case management to engage and link the consumer with other needed services is another important element of this model. The Housing Outreach Team works with the consumer and involved parties toward a solution of the immediate housing problem such as referral to emergency housing, as well as exploring longer term interventions such as offering the consumer money management services. The team will work closely with the Intensive Community Services team, the Mobile Outreach Team, and the Acute Care Coordinators. The Housing Outreach Team will also work with the agency-based housing specialists to develop longer-term housing goals and specialized knowledge and skill in finding, developing, and locating funding for permanent housing.

Intensive Home-Based Services: Intensive Home Based Stabilization services are flexible services tailored to the consumer's needs with a goal of resolving a crisis within the clients natural system, home or community. Their purpose is to provide the level of service which will allow the consumer to remain in a home or community-based setting. This alternative is generally short-term, but components of the service, provided less frequently and intensively, could continue for a time after the acute episode if appropriate.

The philosophy of Intensive Home Based service is to temporarily fill gaps in abilities and functioning in a flexible manner, while building skills and recovery wherever there is potential. Service is provided for several hours a day up to 24 hours in a crisis situation. The providers of this service include para-professionals, cultural group representatives and/or consumer peers with training and supervision by mental health professionals; personal care assistants; and medical staff such as LPN's or RN's. The program will hire and train these consumers, community members, family members, and paraprofessionals, developing a flexible pool of primarily part-time staff with a variety of skills, abilities, cultures and languages. These individuals can assist with providing supervision of activities of daily living, transportation, monitoring nutrition or medication, providing support, accessing resources, or providing skills training, all while the consumer remains in the home or community setting.

Additionally, Metropolitan Family Service (MFS), an established local social service agency which subcontracts with mental health agencies to provide a variety of services, will be available to provide more complicated levels of need. This agency has two primary programs applicable to the adult and older adult populations: The **Health at Home** program provides trained staff for homemaking, personal care, respite, and skill training for the consumer and family members or care-givers. Nursing care management, a RN level function, will assess all medications and their use, and work closely with the physician to set up a program which a CNA can implement to provide medication management. The **Help at Home** program is a non-medical community based service for adults, children, and families. Paraprofessional staff provide a variety of skill building, respite, mentoring, and other community based services as needed. All MFS staff work with the philosophy of assisting the consumer in recovery by helping them learn to do the

activities for themselves. If this is not possible, they attempt to locate a family member, a friend, a landlord, or someone else they can train for ongoing assistance. There are also times when the consumer is more chronically unable to function in some areas and the service may be extended for a longer period of time to allow them to live as independently as possible.

If the consumer is enrolled in Intensive Community Support, it is assumed that the ICS clinician will provide some of the above services. However, due to the time demands and scheduling challenges of full-time salaried clinical staff, the flexible pool of part-time "on-demand" services adds responsiveness and diversity when a crisis occurs and intensive service needs to be implemented quickly.

Respite: Community based respite is a safe, structured alternative to hospitalization or a step-down from inpatient or sub-acute care. Respite facilities are staffed 24/7 with mental health and/or residential service staff. They provide room, board, personal care housekeeping, medication management, and other services typical of a residential care facility. The mental health staff provides support, consultation, crisis intervention, and case management. There are currently 10 community respite beds at 3 locations. We plan to make additional beds available quickly. These crisis respite beds are currently occupied at a rate of 96%. We plan to extend hours of admission to respite until 9PM on weekdays and during the day on Saturday and Sunday.

Respite can also be provided to in-home caregivers who are fatigued and might initiate a hospitalization or for consumers who need temporary in-home care to monitor mental status and self-care. This will be provided by finding and hiring a neighbor or friend of the consumer's choice, or hiring an in-home support service with flexible funding. This alternative is a good choice when the consumer needs more than a few hours a day and less than 24/7 support.

Sub-Acute: Ryles Center is currently the adult sub-acute facility. The MHO will work with Ryles and the MHO to expand the hours of admission to include evenings and weekends. Ryles is also potentially able to expand another 10 beds. This represents about a 70% increase in sub-acute capacity.

Flexible Funding: The Acute Care Coordinators and the Intensive Community Services teams will have access to flexible funding to pay for alternatives to hospitalization. The funds can be used for a wide variety of purposes including temporary housing, assisting with basic needs, transportation, legal fees, incentives, engaging natural support systems such as landlords or neighbors to assist consumers, etc. The funds will be authorized and managed centrally, but can be accessed rapidly with minimal bureaucracy.

Child and Family Alternatives to Hospitalization: Community-based services for both known and unknown families will always be utilized first in assisting children and families. Maintaining the child within an existing home environment and system of care while providing the least-intrusive intervention and stabilization is the treatment of choice. Reducing the number of changes in treatment providers and placements is a guiding principle in designing the child's individualized plan of care. Family involvement is paramount and incorporated in every area of

the system of care. Family input and choice of services are integral parts of the child's individualized plan of care.

The services described here offer alternatives to psychiatric hospitalization. **Flexible Funding** and **Intensive Home-Based Services** are generally considered the first line response. Facility-based services will only be considered after home-based interventions are ruled out. These services are targeted to avert inpatient psychiatric hospital treatment, not to resolve longer-term placement difficulties. It is not expected that Oregon Health Plan outpatient funding will be used to pay the cost of residential services, but rather to resolve a mental health or behavioral crisis that would otherwise result in an inpatient psychiatric stay. Some of these services already exist in the community, others are near implementation, and others can be sub-contracted with community partners.

Existing partnerships, particularly between the Multnomah County child and adolescent mental health system and SOSCF, provide a foundation for both blended services and blended funding. Coordination of care and blended funding strategies are critical to support the child and adolescent acute care system. Without this coordination of services and funding, the development of the proposed range of crisis respite and sub-acute services specifically tailored to the developmental and treatment needs of children is not possible. Additionally, the Multnomah County system has an extensive history of collaborative planning and pooling resources with SOSCF, local school districts, and juvenile justice to fund components of our local system of care for SED children and youth. We plan to put considerable effort to expanding and fortifying these partnerships.

All of these services will be accessed via the **Acute Care Coordination** system. Parents, community partners, and mental health providers access the Acute Care Coordinator via the centralized phone system staffed by qualified mental health professionals. Once it is determined that the child cannot be treated safely or effectively in outpatient care, he or she is referred to the appropriate services. To ensure continuity of care, linking with **Intensive Community Support Services (ICS)**, described in a later section of this proposal, will insure that children are followed, during and after their involvement in the acute care system. ICS staff or other outpatient providers will participate in the facilitation of post-discharge services and continuous coordination of care.

Flexible Funding: A generous flexible funding pool will be established to support the purchase of wrap around services, including child care services for parents, in home respite, arranging access to appropriate medical care for the child, transportation, academic supports, and involvement in positive youth and family activities. The ability to provide funds to make a motel room available for a night or provide cab fare can often serve as a powerful tool to resolve a crisis. Flexible funds will allow Acute Care Managers to provide the necessary flexible funding to help children and families access the necessary services they need for enhancing their strengths or empowering them to meet their needs.

Intensive Home-Based Services: Intensive Home-based services are designed as a time limited effort targeted to stabilize a crisis which offers children, teenagers, and parents support in their homes from well-trained professional staff. Services can include around-the-clock crisis

management, problem-solving, consultation, skill building, case management and client support services. The staff providing the services are on-call 24 hours a day/ 7 days per week to assist in de-escalating crises for the children and families in the community and to assist in the prevention of more intensive crisis services. Access to flexible funds and services are also available. These services are provided until the crisis is stabilized, but are generally not more than 2 weeks in length. Follow-up outpatient services are begun prior to the termination of Intensive Home-Based Services.

Intensive skill building is provided by paraprofessional staff. The skill builder can work with the family on a range of issues, including helping the family find practical solutions to barriers to accessing services. For example, many families are struggling with basic needs, therefore have no energy to address mental health issues. Assisting the family with accessing services to address these needs, such as the food bank, housing agencies, or other resources, can often resolve the crisis as well as remove barriers to accessing continuing mental health service. Skills trainers can walk the family through the process, and accompany them to services at first, if needed. Paraprofessional skill trainers work as a team with Mental Health Professional staff, supporting the work of the Mental Health Professional by helping the family practice what was learned in family therapy. For example skill trainers can assist the family with utilizing behavior charts, maintaining a safe and clean household, etc.

Intensive Home-Based services differ from Intensive Community Support Services for Children in that they are expected to be provided as an emergent response to a crisis for families who are not currently in outpatient treatment or who are not assigned to an intensive level of care within the outpatient continuum of services. They are generally provided on a more short-term basis than ICS and should only remain in place until appropriate services within the outpatient continuum of services have been established.

Children's Alternative Placements to Hospitalization

1. Crisis Respite

- **Out of Home Respite Care for Children:** We are exploring a number of options for this level of care within existing programs that we believe can be developed or expanded quickly. These resources should serve as a mental health/behavioral intervention to resolve a crisis rather than as a potential solution to a placement problem. The length of stay is short-term, often 2 to 3 days, following the principle of return to a home environment as rapidly as possible:
- **Respite provided in Shelter Care settings:** Shelter care can provide 24 hour care of children in crisis by professional staff in home-like environments. Case managers within shelter care programs will work closely with Intensive Case Managers, outpatient mental health providers and community partners to insure continuity of care. Estimated cost per bed day is approximately \$180.
- **Respite provided in Therapeutic Out-of-Home Care Settings:** Professionally trained and fully certified families and individuals provide therapeutically structured and nurturing setting for children. Outpatient services will be established and may continue during stay. The available outpatient treatment services can include Intensive Case Management, individual and family therapy, psychiatric evaluation, and medication management, skill building, and 24-hour crisis intervention services. Length of stay and package of services are

determined by client need and community need. The projected cost of this service is \$160 per day. This rate includes the cost of the placement only and does not include the additional costs of mental health services.

2. Intensive Evaluation and Stabilization

- We plan to create options for intensive evaluation and stabilization services to a wide age range for boys and girls. An intensive evaluation and stabilization option may be appropriate with a high-acuity mental health/behavioral presentation but without the need for the level of medical intervention available in a hospital setting. Children placed within this level of care will require a length of stay to stabilize their psychiatric condition and to establish and integrate family and community resources.

Intensive Evaluation and Stabilization services are defined as a non-hospital level of psychiatric assessment, evaluation, and short-term treatment in a staff or facility secure program. The main emphasis of the services is to provide a safe environment to rapidly stabilize a child's behavioral and psychiatric functioning. A comprehensive assessment of the child's mental health functioning and recommendations for continued treatment is provided to assist the family in the next step of treatment and support of the child. The purpose of the child's stay is to obtain a complete evaluation of current functioning, stabilization of the psychiatric crisis, recommendations for ongoing care, and skills for a safe transition to the next level of care. The average length of stay is 7-14 days.

Available services include psychiatric assessment, psychological evaluation, medical screening, neurological screening, family assessment, social functioning, assessment, and educational assessment. The child's treatment team coordinates services through an individual plan of care. The service implementation and staffing ratios follow state regulatory guidelines. The exclusionary criteria for this level of care include children who are medically unstable or who require the use of mechanical restraints.

The projected cost of this service is \$325 a day.

3. Sub-Acute Treatment Option for Children

We plan to expand existing options for Sub-Acute care to a wider population in terms of age and gender. A Sub-Acute option may be appropriate with a high-acuity mental health/behavioral presentation but without the need for the level of medical intervention available in a hospital setting. The Sub-Acute program is an alternative to psychiatric hospitalization for clients who present an imminent risk to themselves or others. While in Sub-Acute services, children have access to 24-hour on-site nursing care, consultation with a physician 24 hours a day, individual, group and family therapy conducted by a Master's level therapist. Youth receive assessments consisting of psychiatric, mental health, nursing, and education. The average length of stay is 24 hours-7 days. Estimated cost per bed day is approximately \$400. To date, the cost of the service has been shared with Services to Children and Families. The service implementation and staffing ratios follow the state regulatory guidelines. The exclusionary criteria for this level of care include children who are medically unstable or who require the use of mechanical restraints.

Older Adult Alternatives to Hospitalization:

The Acute Care Coordinators will facilitate referrals to existing resources. Older Adults often have a particularly high need for structured settings to provide safety and health care for co-existing physical health needs that often precipitate the onset of serious mental health disorders, particularly dementia and related conditions. The use of Nursing Home beds for clients with significant functional needs is an option for some older persons following acute episodes, however, placement is not recommended without adequate assessment and follow-up by the mental health system. PASRR Level II screenings as well as outreach counseling services can be employed in order to assure that an older person is not "dumped" into a senior care facility without adequate assessment and attention for key mental health needs. Similarly, Adult Foster Homes and Residential Care facilities offer care, and should be complimented by sufficient mental health treatment to assure continued stabilization.

Respite services have been successfully provided to older persons whose placements are at risk. Services provided by specially trained C.N.A.'s has proven to be effective in reducing distressing (and often destructive) behavioral episodes, and reducing the stress level of caregivers.

Other services may be provided in any manner that is clinically indicated; from peer counseling to gero-psychiatric work-ups, according to the level of need required to assure the goal of stabilization.

Secure Evaluation Facility

This service will be provided through a contract with Woodland Park Hospital. The program will be sited in a ward adjacent to the Emergency Department thus effecting potential efficiencies in staffing and cost. In high-demand times, any hospital staff can be called in to assist. A percentage of staff are already working on the in-patient psychiatric units, so would be able to fill in when necessary.

This will NOT be an open facility, that is, available for walk- in clients. The rationale for the closed secure facility is threefold. First, experience with "walk-in" secure facilities has shown that mixing of all populations and levels of risk/dangerousness is difficult to manage. The lower risk consumers, young children, and older adults are exposed to potential vicarious trauma and are often subjected to long wait times due to the need to triage and treat the highest risk consumers first. Staff must try to serve a wide variety of needs compromising their ability to attend to some of the more subtle crises. Secondly, staffing and maintaining capacity for urgent walk-in traffic at the same time as having 24/7 capacity for up to 3 secure police holds is very expensive. It represents a single model of urgent/emergent care that does not lend itself to a continuum of community-based, least restrictive alternatives as are outlined in this proposal. The secure, hospital based facility is a necessary part of this continuum, but its purpose is for use in cases where a police or crisis triage decision is made after exploring risk and other alternatives for consumers who cannot be better and more safely served in another community setting. Thirdly, the current CTC's experience is that an open, hospital-based facility acts as a magnet for the provision of convenient routine care, provided at extremely high cost.

Demand for Secure Evaluation Facility service is therefore expected to be considerably lower than in the current CTC model. Referrals for secure evaluation and stabilization will come from police, the mobile outreach team, or from the 24 hour crisis/access line staff who have determined that the consumer needs this level of care and cannot be better served by the community-based urgent clinics or mobile outreach.

Initiating this service design successfully will require that the development of other service element system enhancements, especially the community-based urgent walk in clinics, will need to occur first and become established prior to implementing the “no open door” secure evaluation facility.

The purpose of 23-Hour observation capacity is to provide the least restrictive treatment alternative for clients by providing for a period of assessment for those patients deemed to have the potential to rapidly regain functioning, and to facilitate their smooth reintegration into the community by providing optimal discharge planning. Consumers who cannot be safely and effectively evaluated in a less restrictive setting are referred or brought by police or secure transport. The facility will be primarily used for adult and older adolescent consumers. Though never a first choice, the facility should be available to be used by older adults if necessary, and will utilize specialized approaches and protocols for this sub-population, including phone consultation with geriatric specialty staff.

The space at Woodland Park Hospital will include secure hold rooms and observation rooms for extended evaluation and stabilization. The facility will be a pleasant, spacious environment that is not over-stimulating. Staffing patterns will reflect a multi-disciplinary approach as well as blending of in-patient staff and staff from the community to better integrate levels of care and to ensure communication and continuity of care.

Older Adult Secure Evaluation

Older Adults with need for 23 - hour observation would be screened by clinicians in consultation with on-call geriatric mental health specialists who will determine if there is a need for a geriatric psychiatric bed in the facility. Provisions for medical rule-outs through use of key lab work will be completed upon admission to the observation facility.

Care Coordination

Care Coordination will operate collaboratively between Verity and the Provider Organizations. Two aspects of this collaboration must be coordinated. The first area involves information management, billing reconciliation, and eligibility determination. Verity's role should include the development and operation of an OHP prime number based information system. This care coordination capacity will tell authorized users about a client's eligibility status and who is responsible for their care in addition to the having the demographic and clinical information associated with the data fields required by OMAP for encounter submission. Ultimately, this will lead to the development of a web-based care-coordination and clinical record capacity.

The second area is clinical, that of Acute Care Coordination. This material is covered in *Appendix 4: Acute Care coordination Plan.*

Transportation

Mountain Retreat Secured Transport has a history of providing this service in the metropolitan area for many years. They are quite experienced with transporting adults and children and adolescents in distress and possess the appropriate liability coverage and consent procedures to perform this service for individuals on a commitment status. Mountain Retreat can also bill Medicaid (via a subcontract with Tri-Met) for eligible persons.

Intensive Community Support Services

Intensive Community Support services provide a unique array of outreach services in the community for people with severe and persistent mental illness. Intensive Community Support will typically be made up of a multidisciplinary teams of six and ten members, and will include consumers, as well as members of underserved communities in areas where this is an issue. Teams will be assigned a consulting Licensed Medical Professional and may contain specialists in child/family work, addiction treatment, housing, or other specific competencies. These teams will be developed within the provider agencies through the re-allocation of existing outpatient resources to the development of these teams.

All services by ICS teams are provided in the community – at home, in shelters, in public places – on the street if necessary. Services are intensive, but short in duration – the goal is stabilization and not continuous care. Once an ICS client is stabilized and able to make use of conventional office-based services and other peer and naturally occurring community supports, ICS services can be withdrawn.

These community-based services are critical elements to achieving recovery goals such as establishing and maintaining housing, employment, or improving social and familial circumstances. Services are oriented toward clients who may have histories of high service utilization or treatment failure. The approach to care taken by Intensive Community Support staff must be to make themselves helpful and useful from the consumer's perspective so that they are attracted to use the services of staff. This is in contrast to more historically traditional approaches of the treatment plan being developed by staff and imposed on the consumer.

This proposal has addressed the importance of access to services and the coordination and integration of care as a part of the solution to the acute care crisis. However outpatient services themselves must also be more effective, and Intensive Community Services are a crucial part of working for the recovery of those who are unable to access the services supplied in clinics.

This model has similarities to the techniques associated with assertive community treatment, wraparound, system of care and even community policing models. A proactive and preventative approach is taken versus a reactive, problem-solving approach. The idea is rather than waiting for something bad to happen and rushing to fix it, Intensive Community Support staff are chosen by consumers and families for the services they recognize as necessary. Contact may be occasional or frequent according to functional capacity.

These services are made available primarily during the day but can be accessed after hours for crisis situations, preserving continuity of care. Typically, team members rotate on-call after hours.

Intensive Community Support Services for Children and Families:

Intensive Community Support teams for children and families consist of clinicians who are Qualified Mental Health Professionals with training and experience in child and family mental health. Qualified Mental Health Associates, skills trainers and mentors also function as a part of the ICS teams. The ICS team works primarily with children and families who have intensive mental health needs, have difficulty participating in traditional office-based services, and have involvement with multiple systems which need integration and coordination.

Initially, the ICS clinician does a thorough needs assessment, which involves consulting with the family and all providers involved. This is usually accomplished through a variety of modalities, including initial assessment with the family, phone consults, review of records and synthesizing of this information. An initial Plan of Care meeting is held to identify strengths of the child and family as well as treatment goals and objectives. These goals are monitored and adjusted as needed.

ICS clinicians take the lead in forming multi-disciplinary treatment teams, which include the child's family, mental health providers, schools, SOSCF, Juvenile Justice, DD, providers of specialty and flexible services, and other and community and natural support systems. The ICS clinician initiates and facilitates planning meetings with all parties, cooperatively develops and implements the services outlined in the plan of care, and connects children and families to appropriate services. ICS clinicians also participate in the transition of clients from higher levels to lower levels of care, and facilitate admission to higher levels of care when appropriate.

The ICS clinician serves as the central point of information regarding a child's services and progress. He or she provides clinical leadership for the team, always looking at the entire system of care for the child and family. He or she is responsible for facilitating communication among the team members, and arranges team meetings as needed to assist with this process. In addition, the ICS clinician assists the team with defining roles and responsibilities and setting timelines for tasks to be accomplished. The ICS clinician is also the clinical liaison with the multiple children's funding sources and partners with them for the best use of resources.

ICS clinicians typically provide adjunctive services to traditional out patient services and wrap around services. However, they do provide direct service, including assessment, crisis management and stabilization, out reach and community based interventions (i.e. at the child's home or school). They can be the primary mental health provider if the child is primarily receiving community based, wrap around services as opposed to more traditional services. ICS clinicians also provide advocacy for the child and family with other systems that are involved with the family (e.g. school, AFS, SOSCF). They also have the flexibility to "do whatever it takes" to assist the family with overcoming barriers to utilizing treatment. For example, the ICS clinician can attend social service appointments with the family and assist with referrals and services related to basic needs. The ICS team and providers follow the child, to provide continuity of care for the child as much as possible.

Lengths of stay will vary considerably as this is a highly individualized service. However, the ultimate goal of ICS is to build competencies within the child, the family, and the surrounding

support system to allow for a step-down from ICS into the strengthened natural support system as soon as appropriate. A family strengths focus, rather than a focus on the child's problems in isolation, guides all interventions. Toward this end, ICS clinicians locate and develop community resources. They can access flex funds for a variety of purposes, such as respite or community based activities. They also screen, hire and supervise community based therapeutic mentors and skill builders. When this service is contracted through another agency or a specialty provider in the community, the ICS clinician provides clinical oversight. Finally, ICS clinicians are available after hours to intervene in crises that arise with their clients. All carry pagers and rotate after-hours on-call.

Appendix 4: Acute Care Coordination Plan

Care Coordination

Verity will operate a 24/7 'Acute Care Coordinator' (ACC) capability. Upon contact from any referral source considering acute care or a length of stay extension, the ACC together with the referring clinician(s), will discuss treatment options in the context of the criteria for "medical appropriateness", listed below. Hospitalization of OHP and general fund eligibles (members) may occur without consulting the ACC. But only a pre-authorization by the ACC can guarantee Verity's payment for these services.

Clinical Philosophy of Acute Care: The core of all discussion concerning treatment options, including hospitalization, should be the best clinical outcome, not cost. The best clinical intervention is the one most likely to promote healthy functioning within a client's natural system of support. In general, hospital resources should be used only for those who can not be treated as safely or effectively as outpatients.

The Acute Care Coordinator will review the individual clinical circumstances of each case with referring sources. The emphasis of these discussions will always have to do with what is best for the consumer, not simply whether all possible outpatient possibilities have been tried and exhausted. The issue of safety is well articulated in the minds of most clinicians. There are laws and regulations pertaining to the involuntary detention of persons who are a danger to themselves or others or who are gravely disabled due to a mental disorder. When involuntary treatment criteria are met, a mentally ill person will usually be hospitalized and the "resource management" issue will be moot.

There are, however, times when safe alternatives to hospitalization do exist. The issue of the relative effectiveness of inpatient versus outpatient treatment is where potential problems arise. These problems have many variables and require a simultaneous consideration of many priorities. Cost should only be a consideration when equally safe and effective outpatient treatment is available. There are times, however when treatment is as likely to be as effective (or ineffective) in the hospital as in an outpatient setting.

Another issue is the relative intrusiveness and the restrictive nature of a given treatment plan. The disruption of a person's natural support system, the damage to their self-esteem, their relationships and so on must all be balanced in the decision whether to hospitalize. If people can be safely treated in their natural surroundings, in their homes and communities, then this is the preferred option.

Psychiatric admission is not usually appropriate for a medically fragile patient or as an initial intervention for an elderly person with a sudden change in behavior or mental status. Medical work-up and stabilization must always come first in these clinical situations. This is because an acute change in mental status in this population very often is a result of a medical problem.

There are other clinical circumstances when the rapidity of effective treatment in an inpatient setting will far outweigh considerations of cost and intrusiveness. It does not make sense to keep

someone in the community when, due to their illness, they are destroying or burning-out their natural system of supports, when it is an option to rapidly stabilize and discharge them from a more restrictive (acute care) setting. These natural support systems are priceless resources that need to be cared for and nurtured. They will make the difference between lifelong mental health center dependency and successful individual functioning in the community.

The Role of the Acute Care Coordinator: The referring source or clinician will need to:

- Ensure that clinical criteria (below) for psychiatric hospitalization are met.
- Explore alternatives to hospitalization and be prepared to discuss why hospitalization is the only alternative, or is the best alternative given clinical circumstances.
- Obtain enough clinical knowledge of the case to be able to present the case to the Acute Care Coordinator.
- Call and present the case to the ACC. Using a standard format for these presentations greatly facilitates communication.
- The ACC will go over the case with the referring source. Alternatives to hospitalization will be explored and may be ruled in or out. Further information may be requested prior to any decision.
- A guarantee of payment (called "pre-authorization") for a specific number of acute care days may or may not be agreed upon. If the client is assigned to a "risk" bearing provider agency, the final decision with regard to acute care authorization will remain with the clinician(s) of the provider agency and not the ACC.
- If funding is pre-authorized for inpatient treatment, the referring worker should notify hospital admissions personnel for further arrangements.
- If the case is not pre-authorized, the ACC will be available, upon request, to aid in alternate treatment plans and arrangements, in collaboration with referring clinician or agency.
- Any hospital may refuse to admit a pre-authorized case. If this occurs, the ACC will be responsible for working with the referral source until an adequate placement is obtained.

It is always the clinician who has actual contact with the case that must make the final determination with regard to hospitalization. If the referral source continues to believe that hospitalization is necessary, they may pre-authorize payment from their own budgets to the hospital. If this decision is made, then the ACC will continue to help to arrange hospitalization in the usual manner. In this case, where there is disagreement between the ACC and the referral source as to the medical necessity of the admission, the cost of the hospitalization is borne by the referring agency, including the hospital itself if the hospital is the referring agency.

Acute Care costs accrued under these circumstances will be paid if an appeal process is undertaken according to OHP rules and there is a determination that the acute care delivered did meet emergency definitions and/or clinical criteria for medical appropriateness.

Clinical Criteria for Hospitalization: In order for an inpatient treatment course to be funded, the admission must be "medically appropriate". The definitions/criteria for psychiatric inpatient medical appropriateness are as follows:

1. A mental disorder must be the primary cause of the signs and symptoms that make inpatient treatment necessary.

2. Medical cause(s) of mental or behavioral symptoms must be ruled out or be very unlikely given the clinical circumstances. The following special populations must have a medical clearance performed by a licensed medical practitioner prior to any consideration of inpatient psychiatric care:
 - People over age 65 with the recent onset of behavioral symptoms or an acute change in mental status.
 - Medically fragile/complex persons of any age.
 - People who are residents of nursing homes or congregate care facilities.
 - People being referred from emergency rooms or hospitals.
3. Intoxication must be ruled out as the primary cause of the signs and symptoms that make hospitalization necessary.
4. Acute inpatient treatment must be likely to be effective for stabilization and/or improvement of the signs and symptoms produced by the mental disorder.
5. Outpatient alternatives must be demonstrated to be less likely to be effective, more likely to be intrusive, unavailable or too dangerous.

In the case of a request for the extension of an inpatient stay, the treatment must be *active*, defined by HCFA as: aggressive, consistent implementation of a program of individualized treatment services which has been specifically designed to facilitate discharge to a less restrictive setting as rapidly as possible.

Multnomah County Mental Health Crisis and Acute Care Financing Plan

	FY2001 Costs	FY2001 Utilization	FY2002 Costs	FY2002 Utilization	FTEs/Units of Service/Comments
Section 1: Summary of Costs and Utilization					
Crisis System					
A. Access/Crisis Line			\$1,578,110	122,585	Incoming Calls
C. Secure Evaluation Facility			\$2,388,949	2,450	Days
D. Mobile Crisis Services			\$1,096,305	14,449	Service Hours
F. Urgent Walk-In Clinics			\$1,084,821	10,800	Service Hours
K. Homebased Stabilization Days			\$533,250	3,333	Verity Days
O. Warm Line			\$225,108		6.00 FTEs
R. Flex Fund			\$300,000		Dollars
Total Crisis System			\$7,206,543		
Inpatient/Inpatient Alternative Services					
G. Sub-Acute Services	\$1,461,600	4,176	\$1,694,523	5,000	Verity Bed Days
H. Respite Services	\$320,913	3,074	\$609,696	4,357	Verity Bed Days
I. Voluntary Inpatient Services	\$4,110,955	9,135	\$6,915,834	9,880	Verity Bed Days
J. Involuntary Inpatient Services	\$2,117,765	4,706	\$2,819,809	4,028	Verity Bed Days
K. Indigent Inpatient Services	\$1,925,338	1,562	\$2,154,845	1,562	Mult. Co.-Responsible Bed Days
Total 24-Hour Services	\$9,936,572	22,653	\$14,194,707	24,827	Totals assume same number of total bed days for FY2002 with a shift from acute to sub-acute and respite
Acute Care Administration			\$156,750		2.00 FTEs
New IT System Purchase, Customization, Implement			\$175,000		Estimate of new Raintree Software and Implementation Costs
Additional Consultation			\$100,000		Assume additional support will be required during fiscal year
Totals			\$21,833,000		It is assumed that this level of expenditure will be needed to ramp up the new services, cover FY2002 costs, and pay for short-term alternatives, such as 1 month of CTC operations.

Section 2: Currently Available Funds

Indigent Inpatient Contracts	\$2,700,000
OHP Inpatient Contracts	\$7,448,000
Total Inpatient	\$10,148,000
CTC Funds	\$3,456,768
Sub-Acute Funding	\$1,129,249
Total Crisis & Inpatient Alternative Funding	\$4,586,017
Total Inpatient & Crisis Available Revenue	\$14,734,017
Projected Excess(Shortfall)	-\$7,098,983

Multnomah County Mental Health Crisis and Acute Care Financing Plan

Strategies	FY2002	Comments
Proposed Strategies for Covering Shortfall		
A. Net Shortfall	-\$7,098,983	
B. Funding Strategies		
1 Allocate Unbudgeted Redesign Funds		
Unbudgeted Amount	\$1,482,572	Funds were designated for use during redesign
2 Allocate a Larger Portion of MHO System-Wide Funds		
MHO System-wide Funds	\$6,346,000	Per FY2002 Budget
less Specialized portion of system-wide	-\$2,637,928	Includes: Day Treatment, High End Children, Supported Classrooms, Therapeutic & Stabilization Classrooms, IOP Care Coordination, SOAP/RAPP
Net MHO System-wide Funds	<u>\$3,708,072</u>	
Additional to allocate to Shortfall	75%	Remaining additional funds should be transferred to Outpatient Pool
Additional to allocate to Shortfall	\$2,781,054	
3 Recover FY2001 Carryover, not yet budgeted		
Estimate of unrecovered Carryover	\$200,000	Unknown; Board has currently designated that these funds should be shifted back into county general fund; (one-time expenditure)
4 Staffing Position Freeze/Recovery		
Freeze of Verity Open Positions	\$325,000	Preliminary Estimate of 5 positions
5 BHD/Verity Mental Health Budget Reductions		
5% Budget Reduction of BHD and Verity Budgets	\$658,392	Includes County-Provided Mental Health Services and Admin/Support Costs
Subtotal Savings	\$5,447,018	
Shortfall Balance	-\$1,651,966	
C. Use of Reserves		
6 Use of Mental Health Reserves		
Total Reserves	\$2,491,771	As of 7/1/2001; includes repayment of redesign costs and System-wide Pool
One-time use of Reserves	<u>\$1,651,966</u>	(one-time expenditure)
Remaining Reserves	\$839,805	
Shortfall Balance	\$0	
Total One-Time Expenditures	\$1,851,966	These funds are not available in future years; Crisis and Acute Care costs must be reduced by this amount prior to the end of Fiscal Year 2002. This amounts to a 21% reduction in acute care bed day utilization. This model assumes that these reductions will occur between September 2001 and

Multnomah County Mental Health Crisis and Acute Care Financing Plan

June 2002. This also yields a savings of \$1,081,856 in FY2002.

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: **Version 7/14/01**
Fiscal Year: **FY2002**

Section 1: Population Statistics

	FY2000	FY2002	Comments
Multnomah County Population			
Verity OHP Members	53,113	66,705	FY2000 monthly average and April 2001 for FY2002
Other Residents	607,373	593,781	Difference between OHP and Total Population
Total Population (per 2000 US Census)	660,486	660,486	per the 2000 US Census
OHP Members			
Children	24,523	30,799	FY2000 monthly average; FY2002 based on FY2000 ratios
Adults	23,122	29,038	"
Older Adults	5,469	6,868	"
Total	53,113	66,705	

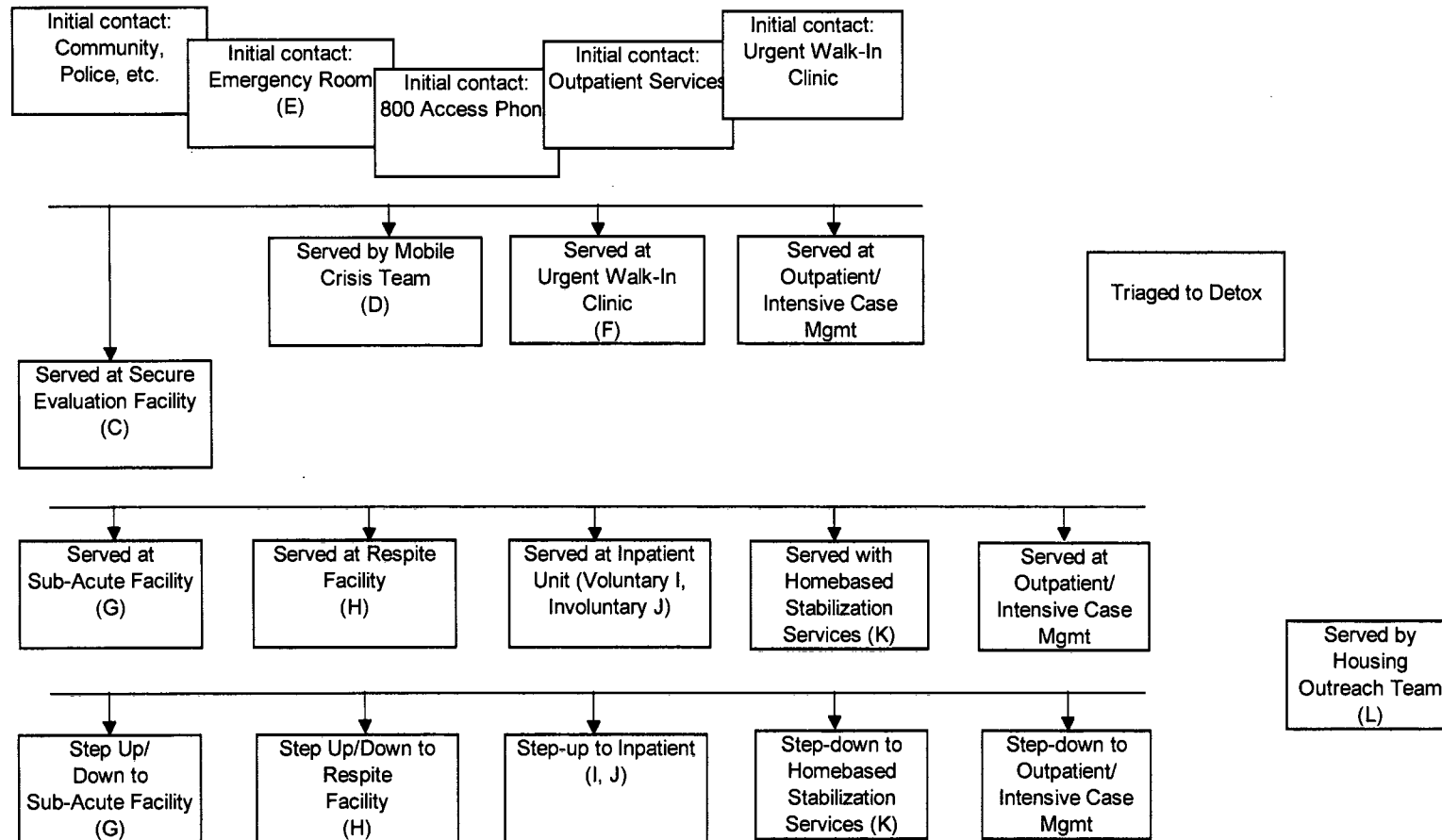
Section 2: Summary of Costs and Utilization

	FY2000 Costs	FY2000 Utilization	FY2002 Costs	FY2002 Utilization	Units of Service
Crisis System					
A. Access/Crisis Line			\$1,578,110	122,585	Incoming Calls
C. Secure Evaluation Facility			\$2,388,949	2,450	Days
D. Mobile Crisis Services			\$1,096,305	14,449	Service Hours
F. Urgent Walk-In Clinics			\$1,084,821	10,800	Service Hours
L. Homebased Stabilization Days			\$533,250	3,333	Verity Days
O. Warm Line			\$225,108	6.00	FTEs
R. Flex Fund			\$300,000		Dollars
T. Transportation			\$0		
Total Crisis System			\$7,206,543		
Inpatient/Inpatient Alternative Services					
G. Sub-Acute Services	\$1,461,600	4,176	\$1,694,523	5,000	Verity Bed Days
H. Respite Services	\$320,913	3,074	\$609,696	4,357	Verity Bed Days
I. Voluntary Inpatient Services	\$4,110,955	9,135	\$6,915,834	9,880	Verity Bed Days
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K. Indigent Inpatient Services	\$1,925,338	1,562	\$2,154,845	1,562	Mult. Co.-Responsible Bed Days
Total 24-Hour Services	\$9,936,572	22,653	\$14,194,707	24,827	
Acute Care Administration			\$156,750	2.00	FTEs
Totals			\$21,558,000		

**Multnomah County Mental Health
Acute Care Utilization/Financial Model**

**Scenario: Version 7/14/01
Fiscal Year: FY2002**

Section 3: Acute Care Flowthrough Design



Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4A: Access/Crisis Phone Center

1 Incoming Calls

Info/Referral/Access Center Calls
Crisis Calls
Total Incoming Calls
I&R/Access Calls/Day
Crisis Calls/Day
Total Calls/Day

FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
95,210				95,210		Incoming I&R/Access calls based on 150/day Al 25/day Network, 50/day Mt Hood, 55/day Verity, 16/day after hours calls to N/MH/U, 50 (of 125/c total) Crisis Line calls x 5 days/week, 52 wks/yr Incoming Crisis calls based on 75 (of 125/day to Crisis Line call x 7 days/wk, 52 wks/yr.
27,375				27,375		
122,585	0	0	0	122,585		
366	0	0	0	366		
75	0	0	0	75		
441	0	0	0	441		

2 Ratio of Incoming to Outgoing Calls

Info/Referral/Access Center Calls
Crisis Calls

0.00	0.75	0.75	0.75	0.75		Assume 1/2 rate of Crisis Based on Elinor Hall repo
0.00	2.00	2.00	2.00	2.00		

3 Number of Outgoing Calls/Year

I&R/Access Calls/Day
Crisis Calls/Day
Total Calls/Day

0	0	0	0	71,408
0	0	0	0	54,750
0	0	0	0	126,158

4 Length of Incoming Calls (minutes)

Info/Referral/Access Center Calls
Crisis Calls

0	5	5	5	5		Assume 1/2 rate of Crisis Based on Elinor Hall repo
0	10	10	10	10	10	

5 Length of Outgoing Calls (minutes)

Info/Referral/Access Center Calls
Crisis Calls

0.0	3.5	3.5	3.5	3.5		Assume 1/2 rate of Crisis Based on NSRSN analysis
0.0	7.0	7.0	7.0	7.0	7.0	

6 Total Call Hours per Year (Incoming and Outgoing)

Info/Referral/Access Center Calls
Crisis Calls
Total Hours

0	0	0	0	12,100
0	0	0	0	10,950
0	0	0	0	23,050

7 FTE Demand Analysis

Hours per FTE per Year
FTE Requirements

990	990	990	990	990	990	40 hrs/wk x 45 wks/yr x 5 productivity
0.00	0.00	0.00	0.00	23.28		

8 Cost Analysis

Clinicians
Manager
Support Staff

Subtotal
Protocol 10 PM - 8 AM Costs
Benefits/Payroll Taxes
Other Exp. as % of Comp.
Total Cost to Verity
Cost per Month

FTEs	Rate	Amount
23.28	\$35,000	\$814,885
1.00	\$45,000	\$45,000
1.50	\$28,000	\$42,000
		\$901,885
		\$90,000
	25%	\$225,471
	40%	\$360,754
		\$1,578,110
		\$131,509

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4B: Individuals in Crisis Analysis

	FY2000 Child	FY2000 Adult	FY2000 Older Ad	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
# Receiving Crisis Services	1,492	8,107	182	9,781	1,716	10,323	209	12,248		CTC, included only Multnomah Clients; In 1999 2.5% of svcs were to Older Adults; in 2000 17% svcs were to youth under 18. These percents applied to 9,781 episodes in 2000. Added 100% additional from N/MH/U walk ins, all to adult. Assume that volume will go up 15% with increased access options.
Adjustments				0				0		
Total Receiving Crisis Services	1,492	8,107	182	9,781	1,716	10,323	209	12,248		
% Triaged to Secure Eval Facility	100%	100%	100%		20%	20%	20%			
% Triaged to Mobile Crisis Team	2%	2%	2%		25%	20%	50%			
% Triaged to Urgent Walk-In Clinics	0%	0%	0%		55%	60%	30%			
Total %	102%	102%	102%		100%	100%	100%			
# Triaged to Secure Eval Facility	1,492	8,107	182	9,781	343	2,065	42	2,450	Note that SEF is a level of care, children will be served in setting separate from adults. Assume remaining crisis services will be split between Mobile Crisis and Urgent Walk-In Clinics.	
# Triaged to Mobile Crisis Team	30	162	4	196	429	2,065	105	2,598		
# Triaged to Urgent Walk-In Clinics	0	0	0	0	944	6,194	63	7,200		
	0	0	0	0	0	0	0	0		
	0	0	0	0	0	0	0	0		
Total	1,522	8,269	186	9,977	1,716	10,323	209	12,248		

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4C: Secure Evaluation Facility Services/Dispositions

	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
1 Services							
Number Served	9,781	343	2,065	42	2,450		FY2000 = Util at CTC
Average Length of Stay (ALOS)		1.00	1.00	1.00			This is a 23 hour facility
Days of Service		343	2,065	42	2,450		
2 Dispositions							
# discharged to Sub-Acute Beds		17	206	4	228		
# discharged to Respite Beds		14	83	2	98		
# transferred to V-tary Inpatient		55	330	7	392		
# trans. to Involuntary Inpatient		26	310	6	342		
# discharged to Homebased Stab.		17	103	6	127		
# discharged to OP Svcs/Community		214	1,032	17	1,264		
Total		343	2,065	42	2,450		
% discharged to Sub-Acute Beds		5%	10%	10%		28%	Benchmark dispositions from
% discharged to Respite Beds		4%	4%	4%		2%	Maricopa County Urgent
% transferred to V-tary Inpatient		16%	16%	16%		2%	Care Center during CY2000.
% trans. to Involuntary Inpatient		7.5%	15%	15%		12%	The UCCs there include a
% discharged to Homebased Stab.		5%	5%	15%		1%	walk in clinic function, which
% discharged to Non-Acute Svcs array		63%	50%	40%		55%	is separate in this proposed
Total (must equal 100%)		100%	100%	100%			approach.
3 Capacity Analysis							
	Beds	Bed Days					
Secure Hold Room	4	1,460					
23 Hour Observation	6	2,190					
Total Capacity	10	3,650					
Demand - Bed Days - Adults		2,106					Total SEF, less child bed
% Utilization		58%					
Demand - Bed Days - Child		343					Assume purchased elsew
4 Cost Analysis							
	Method						
Adult Bed Capacity Purchase	Yes				3,650		Per Capacity Analysis
Adult Utilization-Based Purchase	No				2,106		Per Demand Analysis
Cost per Bed Day					\$785	\$300	Per Maricopa County
Total Adult Cost					\$2,866,080		
Child Bed Days					343		
Cost per Bed Day					\$350	\$300	Per Maricopa County
Total Child Cost					\$120,106		
Total Cost					\$2,986,186		
Multnomah OHP Patients			60%		\$1,791,712		Hall: CTC - 38.3% Medic
Multnomah County Responsible Self Pay Patients			20%		\$597,237		Hall: CTC - 15.8% self-pa
Patients with Other Payors			20%		\$597,237		Hall: Projected 61% for SI
Net Cost to Verity			100%		\$2,388,949		
Cost per Month					\$199,079		

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4D: Mobile Crisis Services

1 Services

Number Field Encounters

% Svcs = hr. length: 2.00
% Svcs = hr. length: 3.00
% Svcs = hr. length: 4.00

Hrs of Svcs - hr. length: 2.00
Hrs of Svcs - hr. length: 3.00
Hrs of Svcs - hr. length: 4.00
Total Hours of Client Service

Travel Time/Encounter

Outreach: # Staff 1
Outreach: # Staff 2

ED/Detox Encounters

Total Staff Hours

2 Dispositions

triaged to Sub-Acute Beds
triaged to Respite Beds
triaged to V-tary Inpatient
triaged to Involuntary Inpatient
triaged to Homebased Stab.
triaged to OP Svcs/Community
Total

% triaged to Sub-Acute Beds
% triaged to Respite Beds
% triaged to V-tary Inpatient
% triaged to Involuntary Inpatient
% triaged to Homebased Stab.
% triaged to OP Svcs/Community
Total (must equal 100%)

FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
196	429	2,065	105	2,598		
	65%	65%	65%		65%	Based on NSRSN analysi
	25%	25%	25%		25%	Based on NSRSN analysi
	10%	10%	10%		10%	Based on NSRSN analysi
	100%	100%	100%			
	558	2,684	136	3,378		Transportation of consum
	322	1,548	78	1,949		to be arranged, not by tea
	172	826	42	1,039		
	1,051	5,058	256	6,366		
	322	1,548	78	1,949		.75/hr. travel time per enc
	0%	25%	50%			Plus commitment staff &
	100%	75%	50%			"
	100%	100%	100%			ED visits, 1 person, 1.75 l
				2,789		including travel time
	2,424	8,852	385	14,449		
	17	83	4	104		
	17	83	4	104		
	21	103	5	130		
	34	165	8	208		
	21	103	5	130		
	317	1,528	77	1,923		
	429	2,065	105	2,598		
	4%	4%	4%		1%	Benchmark adult
	4%	4%	4%		3%	dispositions from
	5%	5%	5%		3%	Maricopa County Mobile
	8%	8%	8%		3%	Crisis during CY2000.
	5%	5%	5%		1%	
	74%	74%	74%		89%	
	100%	100%	100%			(Some % of IP admits will flow through the SEF)

**Multnomah County Mental Health
Acute Care Utilization/Financial Model**

**Scenario: Version 7/14/01
Fiscal Year: FY2002**

Section 4D: Mobile Crisis Services (continued)

	FY2002	FY2002	FY2002	FY2002	FY2002	FY2002	FY2002	Benchmark	Comments
	Teams	Staff/Team	Hrs/Wk	Yr. Hrs	# On-Call	Days/wk	Days/yr		
3 Staffing/Capacity									
M-F 8am-2pm	5	1	200	10,400	0	0	0		Teams work 8 hour shifts; 4 teams work out of the Urgent Walk-In Clinics M-F 8-4; 2 teams work M-F 1-10; 2 teams w a 4hr shift on Saturday, rest of service is provided by on-call coverage.
M-F 2pm-10pm	5	1	200	10,400	0	0	0		
M-Th 10pm-8am	1	2	80	4,160	0	0	0		
Sa-Su 8am-10pm	1	2	56	2,912	0	0	0		
Sa-Su 10pm-8am	1	2	60	3,120	0	0	0		
Total Capacity			596	30,992		0	0		
Capacity-Based FTEs				17.22				1,800	40 hrs/wk x 45 wks/yr
Demand - hours				14,449					
% Utilization				47%					
4 Cost Analysis									
Clinicians					FTEs	Rate	Amount		
Manager					17.22	\$35,000	\$602,622		
Support Staff					1.00	\$45,000	\$45,000		
Subtotal Staff					1.50	\$28,000	\$42,000		
Benefits/Payroll Taxes						25%	\$172,406		
Other Exp. as % of Comp.						40%	\$275,849		
On Call Costs					Hrs/Shift	Shifts	Rate		
Weeknight shift costs						0	\$75.00	\$0	
Weekend shift costs						0	\$125.00	\$0	
Service Costs					4.00	0	\$15.00	\$0	
								\$0	
Total Cost								\$1,137,877	
Revenue Projections					Services	% Insured	Pmt Rate		
Net Cost to Verity					2,598	20%	\$80	\$41,571	Hall: assumed 50% insured rate; Jarvis: assume or bill open card clients
								\$1,096,305	

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4E: Emergency Department Services

	FY2000 Child	FY2000 Adult	FY2000 Older Ad	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
1 Services										
Number Served	723	3,421	106	4,250	542	2,566	80	3,188		FY 2000 based on 2,500 PPMC ED Psych Visit 1999 and 1,750 Adventist Medical Center ED P: Visits in 2000. Assume 25% reduction in FY200
2 Dispositions										
# triaged to Sub-Acute Beds					11	51	2	64		
# triaged to Respite Beds					11	51	2	64		
# triaged to V-tary Inpatient					163	770	24	956		
# triaged to Involuntary Inpatient					0	0	0	0		
# triaged to Homebased Stab.					27	128	4	159		
# triaged to OP Svcs/Community					331	1,565	48	1,944		
Total					542	2,566	80	3,188		half of these will have mobile team on site
% triaged to Sub-Acute Beds					2%	2%	2%			
% triaged to Respite Beds					2%	2%	2%			
% triaged to V-tary Inpatient					30.0%	30.0%	30.0%			
% triaged to Involuntary Inpatient					0%	0%	0%			
% triaged to Homebased Stab.					5%	5%	5%			
% triaged to OP Svcs/Community					61%	61%	61%			
Total (must equal 100%)					100%	100%	100%			

36% based on CTC data analy

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section F: Urgent Walk-In Clinics

	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
1 Services							
Number Served	0	944	6,194	63	7,200		
Avg Service Hours		1.50	1.50	1.50			
Avg # of Visits		1.00	1.00	1.00			
Total Service Hours		1,416	9,291	94	10,800		
2 Dispositions							
# triaged to Sub-Acute Beds		19	124	1	144		
# triaged to Respite Beds		19	124	1	144		
# triaged to V-tary Inpatient		85	557	6	648		
# triaged to Involuntary Inpatient		0	0	0	0		
# triaged to Homebased Stab.		47	310	3	360		
# triaged to OP Svcs/Community		774	5,079	51	5,904		
Total		944	6,194	63	7,200		
% triaged to Sub-Acute Beds		2%	2%	2%			
% triaged to Respite Beds		2%	2%	2%			
% triaged to V-tary Inpatient		9%	9%	9%			
% triaged to Involuntary Inpatient		0%	0%	0%			
% triaged to Homebased Stab.		5%	5%	5%			
% triaged to OP Svcs/Community		82%	82%	82%			
Total (must equal 100%)		100%	100%	100%			
3 Staffing/Capacity							
	1/2 day Clinics	Staff/Clinic	Hrs/Wk	Yr. Hrs	FTEs		
M-F 8am-5pm	40	1	160	8,320			
M-F 1-5pm	15	1	60	3,120			
M-F 5pm-9pm	10	1	40	2,080			
Weekend	1	2	8	416			
Total Capacity			268	13,936	7.74		
Demand - hours				10,800	6.00		
% Utilization				78%			

Based on 4 regional Walk-In Clinics providing 2 - 1/2 day clinic sessions per day, 5 c per week M-F (4 x 2 x 5 = 40 clinic sessions/wk), plus 1 evening clinic per week M-F plus 1 Saturday clinic (1-4pm).

1,800 40 hrs/wk x 45 wks/yr
1,800 40 hrs/wk x 45 wks/yr

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section F: Urgent Walk-In Clinics (continued)

4 Cost Analysis

Capacity FTE Purchase
Utilization-Based FTE Purchase

Method

Yes

No

Scheduled QMHPs

QMHP Float

LMP - MD Contracted

LMP - ARNP Contracted

Manager

Support Staff

Subtotal

Benefits/Payroll Taxes

Other Exp. as % of Comp.

Total Cost

Revenue Projections

Net Cost to Verity

	7.74		
	6.00		
FTEs	Rate	Amount	
7.74	\$35,000	\$270,978	
1.00	\$35,000	\$35,000	
1.30	\$208,000	\$270,400	
1.30	\$72,800	\$94,640	
1.00	\$45,000	\$45,000	
2.00	\$28,000	\$56,000	
		\$772,018	
	25%	\$193,004	
	40%	\$308,807	
		\$1,273,829	

Svc Hrs	% Insured	Pmt Rate	
10,800	35%	\$50	\$189,008
			\$1,084,821

Per #3 above

"

Supervises all sites

Portions of FTEs at 4 clin

Insured = open card, Med
self-pay and private insur

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4G: Sub-Acute Beds

	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
1 Services							
Admits from Secure Eval Facil		17	206	4	228		
Admits from Mobile Crisis		17	83	4	104		
Admits from Emergency Depts		11	51	2	64		
Admits from Urgent Walk-In Clin		19	124	1	144		
Admits from Respite Beds		1	6	0	7		
Admits from Voluntary Inpatient		3	18	0	22		
Admits from Involuntary Inpatient		1	5	0	6		
Total Admissions	0	69	494	12	575		
Verity OHP Admissions	0	60	430	10	500		
Average Length of Stay (ALOS)	14.00	10.00	10.00	10.00			
Days of Service	4,800	691	4,937	120	5,747		
Verity OHP Days	4,176	601	4,295	104	5,000		
2 Dispositions							
# discharged to Respite Beds		0	25	1	25		
# discharged to V-tary Inpatient		3	25	1	29		
# discharged to Involuntary Inpatient		3	25	1	29		
# discharged to Homebased Stab.		3	25	1	29		
# discharged to OP Svcs/Community		59	395	10	463		
Total		69	494	12	575		
% discharged to Respite Beds		0%	5%	5%			
% discharged to V-tary Inpatient		5%	5%	5%			
% discharged to Involuntary Inpatient		5%	5%	5%			
% discharged to Homebased Stab.		5%	5%	5%			
% discharged to Non-Acute Svcs array		85%	80%	80%			
Total (must equal 100%)		100%	100%	100%			
3 Capacity Analysis							
	Beds	Bed Days	Utilization				
Ryles Center Existing	14	5,110	5110				
Ryles Enhanced Respite	10	3,650	637				
		0					
		0					
Total Capacity	24	8,760					
Demand - Bed Days		5,747	5,747				
% Utilization		66%					
4 Cost Analysis							
Bed Days	4,800	691	4,937	120	5,747		
Average Cost per Day	\$350.00	\$338.92	\$338.92	\$338.92			Per above
Total Cost	\$1,680,000	\$234,028	\$1,673,173	\$40,526	\$1,947,727		Based on Sub-Acute @ \$ Enhanced @ \$250
Multnomah OHP Patients	\$1,461,600	%	87%		\$1,694,523		
Patients with Other Payors	\$218,400	%	13%		\$253,205		
Net Cost to Verity	\$1,461,600		100%		\$1,694,523		

Assume Ryles Subacute
Ryles, "enhanced respite"
No other new sub-acute r

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4H: Respite Beds

	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
1 Services							
Admits from Secure Eval Facil		14	83	2	98		
Admits from Mobile Crisis		17	83	4	104		
Admits from Emergency Depts		11	51	2	64		
Admits from Urgent Walk-In Clin		19	124	1	144		
Admits from Sub-Acute Beds		0	25	1	25		
Admits from Voluntary Inpatient		33	182	4	219		
Admits from Involuntary Inpatient		7	53	2	61		
Total Admissions	0	101	600	15	715		
Verity OHP Admissions	0	88	522	13	622		
Average Length of Stay (ALOS)	14.00	7.00	7.00	7.00			
Days of Service	3,533	705	4,197	106	5,008		
Verity OHP Days	3,074	613	3,651	92	4,357		
2 Dispositions							
# discharged to Sub-Acute Beds	0	1	6	0	7		
# discharged to V-tary Inpatient	0	5	30	1	36		
# discharged to Involuntary Inpatient	0	5	30	1	36		
# discharged to Homebased Stab.	0	5	30	1	36		
# discharged to OP Svcs/Community	0	85	504	13	601		
Total	0	101	600	15	715		
% discharged to Sub-Acute Beds		1%	1%	1%			
% discharged to V-tary Inpatient		5%	5%	5%			
% discharged to Involuntary Inpatient		5%	5%	5%			
% discharged to Homebased Stab.		5%	5%	5%			
% discharged to Non-Acute Svcs array		84%	84%	84%			
Total (must equal 100%)		100%	100%	100%			
3 Capacity Analysis							
	Beds	Bed Days					
Existing Beds	11	4,015	3,533	estimated occupancy at 88%			
New - Identified	5	1,825					5 new beds at Ryles
New - Unidentified	0	0					
		0					
Total Capacity	16	5,840					
Demand - Bed Days		5,008					
% Utilization		86%					
4 Cost Analysis							
Bed Days	3,074	705	4,197	106	5,008		
Average Cost per Day	\$120.00	\$139.94	\$139.94	\$139.94			Per Section H
Total Cost	\$368,866	\$98,644	\$587,283	\$14,873	\$700,800		Per historical rates adjust Capacity to Per Diem
Multnomah OHP Patients	\$320,913	%	87%		\$609,696		Hall: CTC - 38.3% Medica
Patients with Other Payors	\$47,953	%	13%		\$91,104		
Net Cost to Verity	\$320,913		100%		\$609,696		

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4I: Voluntary Inpatient Services

1 Services

	FY2001 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
Admits from Secure Eval Facil	0	55	330	7	392		
Admits from Mobile Crisis	0	21	103	5	130		
Admits from Emergency Depts	0	163	770	24	956		
Admits from Urgent Walk-In Clin	0	85	557	6	648		
Admits from Sub-Acute Beds	0	3	25	1	29		
Admits from Respite Beds	0	5	30	1	36		
Admits from Involuntary Inpatient	0	0	0	0	0		
Total Admissions	0	332	1,815	43	2,191		
Verity OHP Admissions	1,114	183	998	24	1,205		
Average Length of Stay (ALOS)	8.20	8.20	8.20	8.20			
Days of Service	16,610	2,726	14,886	351	17,963		
Verity OHP Days	9,135	1,499	8,187	193	9,880		

King Co. ALOS:
7.8 Adult Voluntary
10.9 Youth Voluntary
16.2 Adult Involuntary
17.2 Youth Involuntary

Note: there are conflicting
figures for FY2001; the fi
uses balances to the payr

2 Dispositions

# discharged to Sub-Acute Beds	0	3	18	0	22		
# discharged to Respite Beds	0	33	182	4	219		
# discharged to Involuntary Inpatient	0	0	0	0	0		
# discharged to Homebased Stab.	0	10	54	1	66		
# discharged to OP Svcs/Community	0	286	1,561	37	1,884		
Total	0	332	1,815	43	2,191		
% discharged to Sub-Acute Beds		1%	1%	1%		1%	
% discharged to Respite Beds		10%	10%	10%		18%	
% discharged to Involuntary Inpatient		0%	0%	0%		0%	
% discharged to Homebased Stab.		3%	3%	3%		3%	
% discharged to Non-Acute Svcs array		86%	86%	86%		78%	
Total (must equal 100%)		100%	100%	100%			

Benchmark dispositions
from Maricopa County
Inpatient Services during
CY2000.

4 Cost Analysis

Bed Days	16,610	2,726	14,886	351	17,963		
Average Cost per Day	\$450.00	\$700.00	\$700.00	\$700.00			
Total Cost	\$7,474,464	\$1,908,251	#####	\$245,605	\$12,574,244		
Multnomah OHP Patients	\$4,110,955	%	55%		\$6,915,834		
Patients with Other Payors	\$3,363,509	%	45%		\$5,658,410		
Net Cost to Verity	\$4,110,955		100%		\$6,915,834		

Per above
Estimate

Hall: CTC - 38.3% Medic

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4J: Involuntary Inpatient Services

1 Services

Admits from Secure Eval Facil
Admits from Mobile Crisis
Admits from Emergency Depts
Admits from Urgent Walk-In Clin
Admits from Sub-Acute Beds
Admits from Respite Beds
Admits from Voluntary Inpatient
Total Admissions
Verity OHP Admissions

Average Length of Stay (ALOS)
Days of Service
Verity OHP Days

2 Dispositions

discharged to Sub-Acute Beds
discharged to Respite Beds
discharged to Voluntary Inpatient
discharged to Homebased Stab.
discharged to OP Svcs/Community
Total

% discharged to Sub-Acute Beds
% discharged to Respite Beds
% discharged to Voluntary Inpatient
% discharged to Homebased Stab.
% discharged to Non-Acute Svcs array
Total (must equal 100%)

4 Cost Analysis

Bed Days
Average Cost per Day
Total Cost

Multnomah OHP Patients
Patients with Other Payors
Net Cost to Verity

	FY2001 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
Admits from Secure Eval Facil		26	310	6	342		King Co. ALOS: 7.8 Adult Voluntary 10.9 Youth Voluntary 16.2 Adult Involuntary 17.2 Youth Involuntary
Admits from Mobile Crisis		34	165	8	208		
Admits from Emergency Depts		0	0	0	0		
Admits from Urgent Walk-In Clin		0	0	0	0		
Admits from Sub-Acute Beds		3	25	1	29		
Admits from Respite Beds		5	30	1	36		
Admits from Voluntary Inpatient		0	0	0	0		
Total Admissions	0	69	530	16	614		
Verity OHP Admissions	574	55	424	13	491		
Average Length of Stay (ALOS)	8.20	8.20	8.20	8.20			Note: there are conflicting figures for FY2001; the fi uses balances to the payr
Days of Service	5,883	562	4,342	131	5,035		
Verity OHP Days	4,706	450	3,474	105	4,028		
# discharged to Sub-Acute Beds	0	1	5	0	6		
# discharged to Respite Beds	0	7	53	2	61		
# discharged to Voluntary Inpatient	0	0	0	0	0		
# discharged to Homebased Stab.	0	2	16	0	18		
# discharged to OP Svcs/Community	0	59	455	14	528		
Total	0	69	530	16	614		
% discharged to Sub-Acute Beds		1%	1%	1%		1%	Benchmark dispositions from Maricopa County Inpatient Services during CY2000.
% discharged to Respite Beds		10%	10%	10%		18%	
% discharged to Voluntary Inpatient		0%	0%	0%		0%	
% discharged to Homebased Stab.		3%	3%	3%		3%	
% discharged to Non-Acute Svcs array		86%	86%	86%		78%	
Total (must equal 100%)		100%	100%	100%			
Bed Days	5,883	562	4,342	131	5,035		Per above Estimate
Average Cost per Day	\$450.00	\$700.00	\$700.00	\$700.00			
Total Cost	\$2,647,206	\$393,424	\$3,039,452	\$91,886	\$3,524,762		
Multnomah OHP Patients	\$2,117,765	%	80%		\$2,819,809		Hall: CTC - 38.3% Medic
Patients with Other Payors	\$529,441	%	20%		\$704,952		
Net Cost to Verity	\$2,117,765		100%		\$2,819,809		

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: Version 7/14/01
Fiscal Year: FY2002

Section 4K: Indigent Inpatient Services

	FY2001 Total	FY2002 % Change	FY2002 Total	Benchmark	Comments
1 Services					
Emergency Hold Days	1,562	0%	1,562		
4 Cost Analysis					
Emergency Hold Cost per Day	\$651.30		\$730.31		
Emergency Hold Cost	\$1,017,331		\$1,140,744		
Emergency Hold Professional Fees	\$190,066	10%	\$209,073		
Total Emergency Holds	\$1,207,397		\$1,349,817		
State Hospital Wait List Costs	\$717,942	12.13%	\$805,028		
Total Indigent Inpatient Costs	\$1,925,338		\$2,154,845		

Section 4L: Homebased Stabilization Services

	FY2000 Total	FY2002 Child	FY2002 Adult	FY2002 Older Ad	FY2002 Total	Benchmark	Comments
Cases from Secure Eval Facil	0	17	103	6	127		
Cases from Mobile Crisis	0	21	103	5	130		
Cases from Emergency Depts	0	27	128	4	159		
Cases from Urgent Walk-In Clin	0	47	310	3	360		
Cases from Sub-Acute Beds	0	3	25	1	29		
Cases from Respite Beds	0	5	30	1	36		
Cases from Voluntary Inpatient	0	10	54	1	66		
Cases from Involuntary Inpatient	0	2	16	0	18		
Total Cases	0	133	769	22	925		
Verity OHP Cases		60	346	10	416		
Average Length of Stay (ALOS)	0.00	14.00	7.00	7.00			
Days of Service	0	1,868	5,386	152	7,406		
Verity OHP Days		841	2,424	69	3,333		
4 Cost Analysis							
Homebased Stab. Days	0	1,868	5,386	152	7,406		Per Section J
Average Cost per Day		\$80.00	\$80.00	\$80.00			Estimate
Total Cost	\$0	\$149,430	\$430,891	\$12,178	\$592,500		
Multnomah OHP Patients		%	45%		\$266,625		Hall: CTC - 38.3% Medic
Multnomah County Responsible Self Pay Patients		%	45%		\$266,625		Hall: CTC - 15.8% self-pa
Patients with Other Payors		%	10%		\$59,250		Hall: Projected 61% for SI
Net Cost to Verity			100%		\$533,250		

Multnomah County Mental Health Acute Care Utilization/Financial Model

Scenario: **Version 7/14/01**
Fiscal Year: **FY2002**

Section 5: Ancillary Services

	FY2002 Total	Benchmark	Comments
L. Housing Outreach Team			
FTEs			Funded in OP system
Fully Loaded Cost/FTE			
Total Cost	\$0		
M. Care Management			
FTEs	17.00		12 FTEs in ASO budget
Fully Loaded Cost/FTE	\$69,435		Add 5 FTEs for 24/7 SEF
Total Cost	\$1,180,395		Add commitment invest h
N. Intensive Community Support			
FTEs			
Fully Loaded Cost/FTE			Funded in OP system
Total Cost	\$0		
O. Warm Line			
FTEs	6.00		San Diego budget
Fully Loaded Cost/FTE	\$37,518		
Total Cost	\$225,108		
P. Outstationed Staff			
FTEs			To be added when
Fully Loaded Cost/FTE			at full risk
Total Cost	\$0		
Q. Flex Fund	\$300,000		
R. Geriatric Consultation	\$28,600		10 hrs/wk QMHP; 2 hrs/w

Section 6: Other Services

S. Acute System Manager

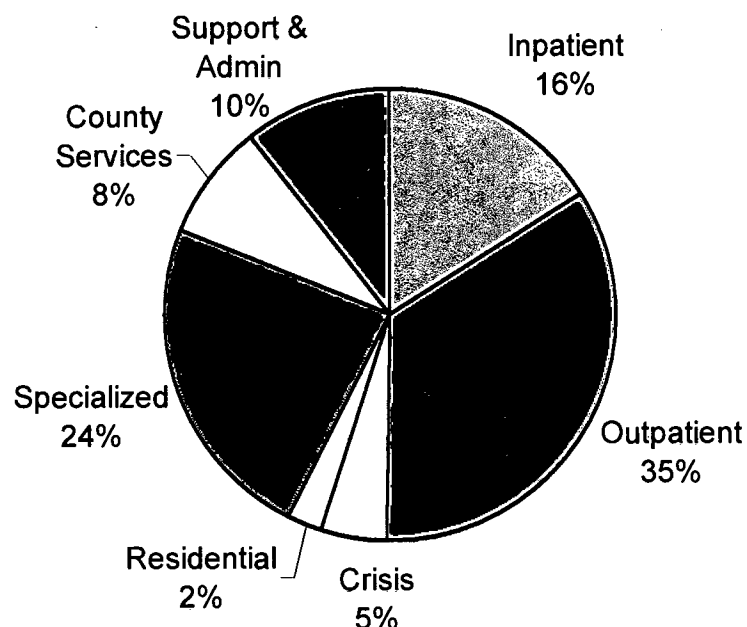
Manager
Support Staff
Subtotal
Benefits/Payroll Taxes
Other Exp. as % of Comp.
Total Cost

FTEs	Rate	Amount	Benchmark	Comments
1.00	\$65,000	\$65,000		
1.00	\$30,000	\$30,000		
2.00		\$95,000		
	25%	\$23,750		
	40%	\$38,000		
		\$156,750		

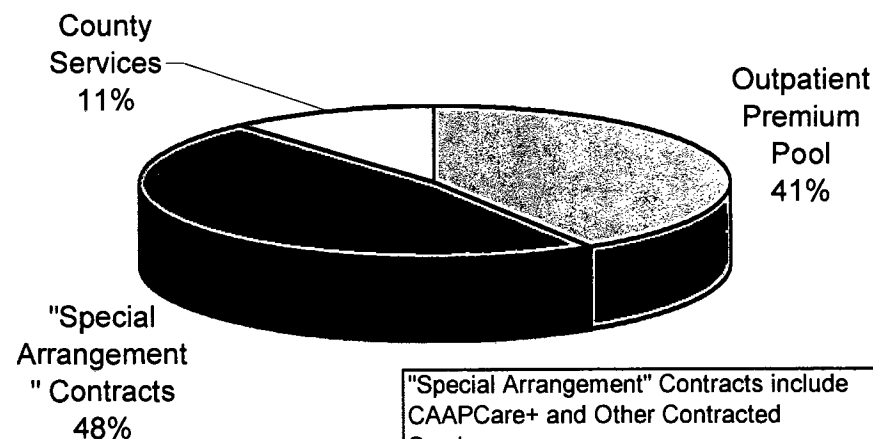
Multnomah County Behavioral Health -- FY2002 Approved Budget Analysis

<u>Program Area</u>	<u>Total Budget</u>	<u>Ratio</u>
Indigent Inpatient Contracts	\$2,700,000	4%
Subacute Inpatient Contracts	\$1,129,249	2%
OHP Acute/Subacute Contracts	\$7,448,000	10%
Inpatient Contracts Subtotal	\$11,277,249	16%
Outpatient Premium Pool	\$21,128,572	30%
CAAPCare+, Indigent Medications	\$2,654,261	4%
Outpatient Contracts	\$23,782,833	33%
Crisis System	\$3,456,768	5%
Residential Contracts	\$1,622,692	2%
Specialized Services	\$16,589,175	23%
Other Contracted Services	\$21,668,635	30%
County Treatment Services	\$4,725,301	7%
Involuntary Commitment	\$1,142,127	2%
County Services Subtotal	\$5,867,428	8%
Behavioral Health Administration	\$3,401,120	5%
Care Coordination	\$1,738,148	2%
Managed Care Administration	\$2,161,143	3%
Support Services Subtotal	\$7,300,410	10%
Unbudgeted prior to Redesign	\$1,482,572	2%
Total Mental Health	\$71,379,128	100%
County A&D Services	\$3,108,593	
A&D Contracts	\$14,638,940	
Total A&D	\$17,747,533	
Total Behavioral Health	\$89,126,661	

Mental Health Services and Support



Direct Services - Non Inpatient



"Special Arrangement" Contracts include CAAPCare+ and Other Contracted Services.

**MENTAL HEALTH CRISIS SERVICES
FOR RESIDENTS OF MULTNOMAH
COUNTY**

**THE CRISIS TRIAGE CENTER CLOSES AT
MIDNIGHT ON JULY 29, 2001. HERE'S
WHAT TO DO STARTING AUGUST 1.**

**CENTRAL CRISIS PHONE NUMBER
503-215-7082**

(24 hours daily)

Call this number for:

- **Information About Where To Go**
- **Brief crisis phone counseling**

**Call
Here**

**URGENT WALK-IN CLINICS FOR ADULTS,
FAMILIES, TEENS, AND CHILDREN**

You may go to any of the following places. You do not need an appointment:

- Network Plaza (503-238-0705)
Hours: Monday to Friday from 1:00 pm to 9:00 pm
Saturday from 1:00 pm to 4:00 pm
2415 SE 43rd (43rd & Division – Enter at West entrance off Division)
Bus #4 Division, exit 43rd & Division
- Mt. Hood Gresham Office (503-661-5455)
Hours: Monday to Friday from 1:00 pm to 5:00 pm
400 NE 7th, Gresham
Max to Gresham Transit Center. Walk South 1-2 blocks
- Mt. Hood North Portland Office (503-251-1338)
3113 N. Lombard
Hours: Monday to Friday from 1:00 pm to 5:00 pm
Bus #1 Greeley, exit Lombard & Peninsular. Walk West.

**Or
walk in
here**

**Call 911 if you
have a life-
threatening
emergency**

**Watch for expanded hours, a fourth walk-in site, and mobile
outreach in September 2001**

BOGSTAD Deborah L

From: Jerris Hedges [hedgesj@ohsu.edu]
Sent: Wednesday, July 18, 2001 6:43 PM
To: deborah.l.bogstad@co.multnomah.or.us; karen.d.mayfield@co.multnomah.or.us
Subject: Re: RE: Testimony

Ms Bogstad:

As I may be unable to attend the public hearing scheduled for July 19th, I wish to provide written testimony for consideration by the county commissioners and others deliberating the best approach for mental health care in Multnomah Co.

I am speaking as the Chief of Emergency Services for the OHSU Hospital Emergency Department in Portland Oregon. Over the last month we have endured increasing staffing problems with the phase out of the Crisis Triage Center and the closure of the Pacific Gateway Hospital inpatient facility. The provision of urgent and emergent mental health services has reached crisis proportions. Our volume of mental health cases has doubled and will soon triple with full closure of the Crisis Triage Center. As you are probably aware, the fall back plan for Multnomah Co will not be in effect for over a month and will be incomplete at its best. This Portland metropolitan crisis compounds an existing statewide shortage of mental health facilities, including a paucity of long-term care facilities.

There are several outcomes resulting from the current situation.

- 1) Patients in the Portland area will be forced to come to local Emergency Departments since "neighborhood" clinics are not yet available in all areas of the city. When open, these clinics will have extremely limited hours of operation. Further, resources for intermediate psychiatric care permitting outpatient management are absent and many patients otherwise managed as outpatients will decompensate to the point mandating costly hospital admission.
- 2) The proposed Multnomah Co. "neighborhood" clinic approach will not permit the centralized management of care plans and will likely lead to inconsistent care as patients bounce between clinics and local emergency departments.
- 3) Patients requiring admissions to the hospital will be kept waiting hours for a bed in local emergency departments. This "gridlock" scenario will impede care to patients with other medical and surgical conditions. Patients will be transferred great distances within the state to obtain psychiatric inpatient services at considerable expense and some increased risk of an adverse outcome.

What can the county do in conjunction with the state of Oregon? I believe there are several important areas for assistance.

- 1) Begin the process of establishing a state/county-supported facility for intermediate and long-term psychiatric care in the Greater Portland Area. Perhaps the state or county could acquire the Pacific Gateway Hospital and create a model program.
- 2) Ensure the development of an adequate-sized network of mental health clinics or the re-establishment of a centralized facility. The facility or facilities must provide ready access for patients with behavioral problems whether brought by law enforcement agencies, families, or self-referral. If not open on a 24/7 basis, these facilities must at least be open daily from 8 AM to MN. These facilities must have an integrated patient information process to share care plans within the network and with local emergency departments.
- 3) Evaluate the allocation of funds designated for mental health services by Multnomah Co. The funds allocated for mental health on a per capita basis should be comparable to those allocated in states with well developed mental health systems. Further, those funds allocated must be directed to the care of patients with behavioral disorders, including evaluation and management by emergency physicians until the resources outlined in recommendations #1 & 2 are ensured.

Jerris R. Hedges, MD, MS, FAAEM
Chief of Emergency Services
OHSU & Doernbecher Children's Hospitals
Professor & Chair
Department of Emergency Medicine
Oregon Health Sciences University

BCC ✓

TO: Multnomah County Board of County Commissioners
FROM: Dee Wetzel, MSW-Multnomah County Community Member
DATE: July 19, 2001
RE: Mental Health Re-Design

BOARD OF
COUNTY COMMISSIONERS
01 JUL 19 PM 2:48
MULTNOMAH COUNTY
OREGON

I would like to begin by thanking the Board of County Commissioners for their time and for the opportunity to offer oral and written testimony. My name is Dee Wetzel and I am a Mental Health Professional. I have 20 years experience working with children and families and have worked in domestic violence shelters, in the child welfare system and with Latino children and families in Migrant Head Start. I have the honor to serve my community as a steering committee member for two groups, but I want to emphasize that at this time I am speaking to you as a member of the community of multnomah county and not as a representative of any of the groups to which I belong.

I believe in being proactive and as such I would begin by commenting on what I see as some positive aspects of the plan.

Single point of accountability. Service provision is improved when the provider knows and has been working with the client on an on-going basis. This also helps to avoid duplication, streamlines services and allows for easier access to services for consumers.

The mobile crisis teams. The idea of bringing needed services immediately to the client. It is also hopeful that these teams will prevent needless loss of life.

Outcomes and accountability, but care must be taken in this area and more will be discussed below

The detailed plan

The plan endorses the expansion of consumer-to-consumer training and support services and consumer involvement in the planning process

Red teams developed to address children's issues

Concerns and recommendations

In keeping with being proactive I note the following concerns and offer suggestions for solutions wherever possible

Let me begin with the area of cultural and linguistic diversity. Firstly, as a member of this community, I am deeply disappointed with the fact that it was admitted to the Mental Health Coordinating Council at their meeting on July 18, 2001 that this aspect was overlooked in the re-design. In community and advisory meetings where I have been present, this concern was presented from the onset of the re-design process.

My ideas for this topic include:

Robin Mack and her committee should be involved in every step of the redesign process from this moment forward including all subsequent phases. Every effort should be made to ensure cultural and linguistic diversity is an integral part of all thinking and actions associated with the redesign process.

Mobile Crisis teams need to have culturally and linguistically diverse staff members as first responders. Translation for someone who is an acute mental health crisis disrupts trust building and is not adequate and should be considered as a last resort.

In designing outcome measures, it needs to be understood that outcomes for culturally and linguistically diverse communities may look very different that they would for the dominant culture community

It was mentioned that as part of the plan, flexible contracts will be evaluated and unnecessary ones eliminated. I strongly urge you to carefully evaluate this. This type of funding is essential for flexibility needed in order to serve these populations.

It has been mentioned and I would like to reinforce the importance of working with existing agencies who are serving culturally and linguistically diverse populations. The re-organization needs to work with these service providers in order to:

- 1) Develop positive models of working with diverse populations
- 2) Ensure flexible funding is available for these programs
- 3) Target these programs for expansion as needed.

I am also concerned with children's mental health and feel that this topic also has not received the attention it deserves in spite of the expression of community concerns. I would offer similar recommendations

Child advocates should be involved in every step of the redesign process from this moment forward including all subsequent phases. Every effort should be made to ensure children's mental health services are an integral part of all thinking and actions associated with the redesign process.

Mobile Crisis teams need to have experts in children's mental health and family issues available as first responders.

In designing outcome and accountability measures, outcomes for children and families are going to look different in many ways than they will for adults

Flexible contracts are necessary for services to children and families who may need individualized or unconventional services

There needs to be a philosophical shift whereby children's mental health is viewed as existing in the context of the family with focus on the primary caregiver (s) and other significant family members as members of the treatment team. This includes shifting away from blaming families for children's mental health challenges.

Other additional items:

I also have to say that even though the plan specifically mentions consumer involvement, I know consumers have expressed frustration at lack of involvement.

Consistent and concrete systems of consumer input need to be developed in order to ensure the re-design is meeting consumer needs. (Perhaps a satisfaction survey, structured interview questions, etc)

In developing outcome and accountability measures consumers need to be involved. Consumers need to be able to tell the re-design team what effective outcomes look like how are they operationalized, and how they are measured. Ensure that outcomes are real and that providers are unable to meet outcomes in order to just "look good" and receive funding. Sometimes programs can "look good" on paper and not be engaging in appropriate service provision.

Community Awareness in general is an issue that deserves consideration. Community education and social marketing about the mental health system and individuals who live with mental health challenges.

*

In closing, I would like to say that this is a very challenging endeavor. You have to weight time with participation. Participation by all stakeholders is so important and we are given so many examples of how strong we humans are when we are united. We need to remember that when we come together we are so much more than the sum of our parts. We need to know in our hearts that working together we can build a positive, caring mental health system that serves all members of our community regardless of age, nationality, race, gender, sexual orientation, disability or special need. I thank you again for your time.

* There needs to be a process for a comprehensive needs assessment in the County- walk-in clinics need to be moved or developed based on the needs of all communities.