

ANNOTATED MINUTES

Tuesday, December 24, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Commissioners Pauline Anderson, Sharron Kelley and Gary Hansen present, and Vice-Chair Rick Bauman excused.

- P-1 Auto Wrecker License Renewal Application Submitted by the Division of Planning and Development with Recommendation for Approval as Follows: FRANK MILLER, dba USED DIESEL TRUCK PARTS, 15015 NW MILL ROAD, PORTLAND

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, P-1 WAS UNANIMOUSLY APPROVED.

The Following December 2, 1991 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

- P-2 PD 2-91 APPROVED, SUBJECT TO CONDITIONS, a Planned Development Overlay to Allow Development of a 25-Unit Manufactured Home Park on a 3.18 Acre Site Located at 13303 SE RAMONA, PORTLAND

DECISION READ. SCOTT PEMBLE ADVISED AN APPEAL WAS FILED AND SUGGESTED A HEARING DATE AND SCOPE OF REVIEW. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT A HEARING BE SCHEDULED FOR TUESDAY, JANUARY 14, 1992, ON THE RECORD, WITH TESTIMONY LIMITED TO 15 MINUTES PER SIDE.

- P-3 PR 6-91 DENIED the Comprehensive Plan Revision;
ZC 6-91 DENIED the Zone Change Request;
CS 6-91 DENIED the Community Service Use for a Marina;
WRG 7-91 DENIED the Willamette River Greenway Permit; all for Property Located at 14460 NW GILLIHAN ROAD, PORTLAND

DECISION READ. MR. PEMBLE ADVISED AN APPEAL WAS FILED AND SUGGESTED A HEARING DATE AND SCOPE OF REVIEW. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT A HEARING BE SCHEDULED FOR TUESDAY, JANUARY 28, 1992, ON THE RECORD, WITH TESTIMONY LIMITED TO 30 MINUTES PER SIDE.

- P-4 ZC 8-91 APPROVED, SUBJECT TO CONDITIONS, Amendment of Sectional

Zoning Map #419, Changing the Described Property from LR-7, Low Density Residential District (Minimum Lot Size of 7,000 Square Feet) to LR-5, Low Density Residential District (Minimum Lot Size of 5,000 Square Feet);

LD 26-91 APPROVED, SUBJECT TO CONDITIONS, the Requested 2-Lot Land Division; all for Property Located at 4930 SE 113TH AVENUE, PORTLAND

DECISION READ, NO APPEAL FILED, DECISION ACCEPTED.

MR. PEMBLE UPDATE ON COLUMBIA RIVER GORGE PLAN, WILDLIFE CORRIDOR STUDY, PERIODIC REVIEW AND NEED TO AMEND COUNTY ORDINANCES TO CONFORM WITH STATEWIDE PLANNING GOALS.

There being no further business, the meeting was adjourned at 9:40 a.m.

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


Deborah L. Bogstad

*Tuesday, December 24, 1991 - 9:50 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:40 a.m., with Commissioners Pauline Anderson, Sharron Kelley and Gary Hansen present, and Vice-Chair Rick Bauman excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-8) WAS UNANIMOUSLY APPROVED.

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Liquor License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval as Follows: PACKAGE STORE for BOB'S CORNER GROCERY AND DELI, 13110 SE DIVISION, PORTLAND**

DEPARTMENT OF HUMAN SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between Portland Public School District #1 and the Multnomah County Alcohol and Drug Program Office Providing Prevention and Early Intervention Services for July 1, 1991 through June 30, 1992**

- C-3 *Ratification of Revision #4 to the Intergovernmental Agreement Between Multnomah County and the State Health Division Reflecting \$63,154 Increased Perinatal Substance Abuse Grant Funds for July 1, 1991 through June 30, 1992*
- C-4 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Tri-Metropolitan Transit District of Oregon, (Tri-Met) Providing Door-to-Door Rides for Transportation Handicapped Elderly from November 1, 1991 through June 30, 1992*
- C-5 *Ratification of an Intergovernmental Agreement Between Multnomah County and the State Senior and Disabled Services Division, to Continue the "Who Will Care" Grant Project from October 1, 1991 through December 31, 1991*
- C-6 *Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, to Continue the Physicians Care Organization (PCO) Agreement from January 1, 1992 through September 30, 1992*

NON-DEPARTMENTAL

- C-7 *In the Matter of the Appointment of Angel Lopez to the MULTNOMAH COUNTY LIBRARY BOARD*
- C-8 *In the Matter of the Reappointment of Ron Kawamoto to the METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC)*

REGULAR AGENDA

JUSTICE SERVICES

DISTRICT ATTORNEY

- R-1 *Budget Modification DA #10 Authorizing an \$18,000 Appropriation within the Victims Assistance Division in Connection with the Victims Assistance Penalty Assessment Grant (VPAG) and Victims of Crime Act (VOCA) Grant Awards*

COMMISSIONER HANSEN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-1. KELLY BACON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *Budget Modification DES #18 Authorizing a \$20,000 Increased Land Conservation and Development Department Grant Appropriation within the Planning and Development Division for the Purpose of Implementing the Gorge Management Plan*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-2 WAS UNANIMOUSLY APPROVED.

- R-3 *Ratification of an Intergovernmental Agreement with the City of Portland to Obtain Cellular Transmission Services for Multnomah County*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. JIM MUNZ EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-5 *Budget Modification NOND #23 Authorizing Restoration of 3 Groupworkers Cut from Budget Modification DHS #40, Approved December 12, 1991, and Transfer of \$34,925 from General Fund Contingency to the Juvenile Justice Division*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. COMMISSIONER KELLEY AND HAL OGBURN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND McCOY VOTING AYE, AND COMMISSIONER ANDERSON VOTING NO.

DEPARTMENT OF HUMAN SERVICES

- R-6 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 91-193 WAS UNANIMOUSLY APPROVED.

- R-7 *Budget Modification DHS #56 Authorizing Adjustments to the Aging Services Division Contracted Services Budget to Reflect Changes in the North Northeast Multi-Cultural Senior Center Rent Revenue*

JULIE BERGSTROM EXPLANATION AND RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, R-7 WAS UNANIMOUSLY APPROVED.

- R-8 *Budget Modification DHS #57 Authorizing \$3,300 Increase in Client Fees to the Aging Services Division Contracted Services Budget to Increase Pass Through for In-Home Services for the Elderly*

MS. BERGSTROM EXPLANATION. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-8 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-4 *RESOLUTION in the Matter of Thanking County Employees for Their Participation in the 1991 Charitable Giving Campaign for Multnomah County*

BILL FARVER PRESENTATION, EXPLANATION AND ACKNOWLEDGEMENT OF CAMPAIGN COMMITTEE EFFORTS. JO ANN ALLEN AND LARRY TUTTLE COMMENTS IN APPRECIATION OF COUNTY EMPLOYEE PARTICIPATION. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 91-192 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:10 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad

Tuesday, December 24, 1991 - 10:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 *Health Division Request for Policy Direction to Pursue Discussion Leading to an Agreement with the Office of Medical Assistance Program (OMAP) to Transfer Current County General Funds Appropriated for Targeted Case Management for HIV Positive Clients to the State to Allow Creation of a Service for HIV Clients Not Currently Funded Under the Medicaid Program and Expansion of Services Without Additional Costs to the General Fund. Presented by Jeanne Gould.*

TOM FRONK AND DONNA SCHREINER PRESENTATION AND RESPONSE TO BOARD QUESTIONS REGARDING SERVICES AVAILABLE TO HIV CLIENTS AND PROPOSED PLANS CONCERNING AN INTERGOVERNMENTAL AGREEMENT AND BUDGET MODIFICATION TO BE SUBMITTED FOR BOARD CONSIDERATION UPON SUCCESSFUL NEGOTIATION WITH THE STATE.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 606, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY •	CHAIR •	248-3308
PAULINE ANDERSON •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
RICK BAUMAN •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •		248-3277

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

DECEMBER 23 - 27, 1991

Tuesday, December 24, 1991 - 9:30 AM - Planning Items . . .Page 2
Tuesday, December 24, 1991 - 9:50 AM - Regular Meeting. . .Page 2
Tuesday, December 24, 1991 - 10:30 AM - Board Briefing. . .Page 4
Wednesday, December 25, 1991 - HOLIDAY, Courthouse Closed
Thursday, December 26, 1991 - Meeting Cancelled

PLEASE NOTE FUTURE SCHEDULE CHANGES:

Tuesday, December 31, 1991 - BRIEFING & REGULAR MEETING

Thursday, January 2, 1992 - MEETING CANCELLED

Thursday Meetings of the Multnomah County Board of Commissioners are recorded and can be seen at the following times:

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

Tuesday, December 24, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

P-1 Auto Wrecker License Renewal Application Submitted by the Division of Planning and Development with Recommendation for Approval as Follows: FRANK MILLER, dba USED DIESEL TRUCK PARTS, 15015 NW MILL ROAD, PORTLAND

The Following December 2, 1991 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

P-2 PD 2-91 APPROVED, SUBJECT TO CONDITIONS, a Planned Development Overlay to Allow Development of a 25-Unit Manufactured Home Park on a 3.18 Acre Site Located at 13303 SE RAMONA, PORTLAND

P-3 PR 6-91 DENIED the Comprehensive Plan Revision;
ZC 6-91 DENIED the Zone Change Request;
CS 6-91 DENIED the Community Service Use for a Marina;
WRG 7-91 DENIED the Willamette River Greenway Permit;
all for Property Located at 14460 NW GILLIHAN ROAD, PORTLAND

P-4 ZC 8-91 APPROVED, SUBJECT TO CONDITIONS, Amendment of Sectional Zoning Map #419, Changing the Described Property from LR-7, Low Density Residential District (Minimum Lot Size of 7,000 Square Feet) to LR-5, Low Density Residential District (Minimum Lot Size of 5,000 Square Feet);
LD 26-91 APPROVED, SUBJECT TO CONDITIONS, the Requested 2-Lot Land Division; all for Property Located at 4930 SE 113TH AVENUE, PORTLAND

Tuesday, December 24, 1991 - 9:50 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

C-1 Liquor License Change of Ownership Application Submitted by Sheriff's Office with Recommendation for Approval as Follows: PACKAGE STORE for BOB'S CORNER GROCERY AND DELI, 13110 SE DIVISION, PORTLAND

DEPARTMENT OF HUMAN SERVICES

C-2 Ratification of an Intergovernmental Agreement Between Portland Public School District #1 and the Multnomah County Alcohol and Drug Program Office Providing Prevention and Early Intervention Services for July 1, 1991 through June 30, 1992

- C-3 Ratification of Revision #4 to the Intergovernmental Agreement Between Multnomah County and the State Health Division Reflecting \$63,154 Increased Perinatal Substance Abuse Grant Funds for July 1, 1991 through June 30, 1992
- C-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the Tri-Metropolitan Transit District of Oregon, (Tri-Met) Providing Door-to-Door Rides for Transportation Handicapped Elderly from November 1, 1991 through June 30, 1992
- C-5 Ratification of an Intergovernmental Agreement Between Multnomah County and the State Senior and Disabled Services Division, to Continue the "Who Will Care" Grant Project from October 1, 1991 through December 31, 1991
- C-6 Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Department of Human Resources, Office of Medical Assistance Programs, to Continue the Physicians Care Organization (POC) Agreement from January 1, 1992 through September 30, 1992

NON-DEPARTMENTAL

- C-7 In the Matter of the Appointment of Angel Lopez to the MULTNOMAH COUNTY LIBRARY BOARD
- C-8 In the Matter of the Reappointment of Ron Kawamoto to the METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC)

JUSTICE SERVICES

DISTRICT ATTORNEY

- R-1 Budget Modification DA #10 Authorizing an \$18,000 Appropriation within the Victims Assistance Division in Connection with the Victims Assistance Penalty Assessment Grant (VPAG) and Victims of Crime Act (VOCA) Grant Awards

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 Budget Modification DES #18 Authorizing a \$20,000 Increased Land Conservation and Development Department Grant Appropriation within the Planning and Development Division for the Purpose of Implementating the Gorge Management Plan
- R-3 Ratification of an Intergovernmental Agreement with the City of Portland to Obtain Cellular Transmission Services for Multnomah County

NON-DEPARTMENTAL

- R-4 RESOLUTION in the Matter of Thanking County Employees for Their Participation in the 1991 Charitable Giving Campaign for Multnomah County

- R-5 Budget Modification NOND #23 Authorizing Restoration of 3 Groupworkers Cut from Budget Modification DHS #40, Approved December 12, 1991, and Transfer of \$34,925 from General Fund Contingency to the Juvenile Justice Division

DEPARTMENT OF HUMAN SERVICES

- R-6 RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody
- R-7 Budget Modification DHS #56 Authorizing Adjustments to the Aging Services Division Contracted Services Budget to Reflect Changes in the North Northeast Multi-Cultural Senior Center Rent Revenue
- R-8 Budget Modification DHS #57 Authorizing \$3,300 Increase in Client Fees to the Aging Services Division Contracted Services Budget to Increase Pass Through for In-Home Services for the Elderly

Tuesday, December 24, 1991 - 10:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Health Division Request for Policy Direction to Pursue Discussion Leading to an Agreement with the Office of Medical Assistance Program (OMAP) to Transfer Current County General Funds Appropriated for Targeted Case Management for HIV Positive Clients to the State to Allow Creation of a Service for HIV Clients Not Currently Funded Under the Medicaid Program and Expansion of Services Without Additional Costs to the General Fund. Presented by Jeanne Gould. 10 MINUTES REQUESTED.

0105C/52-55/dr

RICK BAUMAN
Multnomah County Commissioner
District 3



606 County Courthouse
Portland, Oregon 97204
(503) 248-5217

November 21, 1991

TO: Board of Commissioners
Clerk of the Board

FROM: Rick Bauman

RE: Absence from Office

Due to the special airline fares offered by TWA I will not be in attendance at the December 24th Board meeting. I will be available for the next scheduled meeting on December 31st.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 NOV 21 AM 11:22

Meeting Date: December 24, 1991

Agenda No.: P-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Auto Wrecker License Renewal

BCC Informal _____ BCC Formal December 24, 1991
(date) (date)

DEPARTMENT DES DIVISION Planning

CONTACT Sharon Cowley TELEPHONE 2610

PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Auto Wrecker's License Renewal - With Recommendation to the Board for approval
for license renewal

12/30/91 original to Sharon Cowley

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 DEC 18 PM 3:10

(If space is inadequate, please use other side)

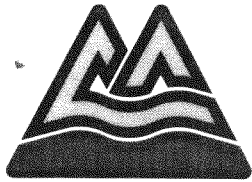
SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Sharon Cowley*

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

December 24, 1991

Honorable Board of County Commissioners
Room 605, Multnomah County Courthouse
1021 SW Fourth Avenue
Portland, Oregon 97204

RE: Auto Wrecker's License -Renewal

Frank Miller, dba Used Diesel Truck Parts
15015 NW Mill Road


Recommend: Approval of Business Location

Dear Commissioners:

The staff of the Division of Planning and Development respectfully recommends that the above license be approved, based upon findings that they satisfy the location requirements for same as contained in ORS 822.10 and .135.

Sincerely,

MULTNOMAH COUNTY DIVISION OF PLANNING AND DEVELOPMENT


Robert N. Hall, Senior Planner

RNH:sec

Enclosure - Wrecker's Application



APPLICATION FOR BUSINESS CERTIFICATE

AS A WRECKER OF MOTOR VEHICLES OR
SALVAGE POOL OPERATOR

▼ CERTIFICATE NUMBER ▼

2426

NOTE: FAILURE TO ACCURATELY COMPLETE THIS FORM WILL CAUSE UNAVOIDABLE DELAY.
PLEASE TYPE OR PRINT LEGIBLY WITH INK.
DO NOT SUBMIT THIS APPLICATION WITHOUT YOUR SURETY BOND AND THE REQUIRED FEE.

☐ ORIGINAL
☒ RENEWAL

NAME (CORPORATION AND/OR ASSUMED BUSINESS NAME)

BUSINESS TELEPHONE

1 Frank Miller

283 1797

MAIN BUSINESS LOCATION (STREET AND NUMBER)

CITY

ZIP CODE

COUNTY

2 15015 NW Mill Rd

Portland

97231

Multnomah

MAILING ADDRESS

CITY

STATE

ZIP CODE

3 15015 NW Mill Rd

Portland

Oreg

97231

A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH ADDITIONAL LOCATION FROM WHICH YOU OPERATE YOUR BUSINESS.

CHECK ORGANIZATION TYPE:

IF CORPORATION, LIST THE STATE UNDER WHOSE LAW BUSINESS IS INCORPORATED:

4 ☒ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

LIST NAME AND RESIDENCE ADDRESS OF THIS OWNER, ALL PARTNERS OR PRINCIPAL CORPORATE OFFICERS:

NAME

TITLE

DATE OF BIRTH

RESIDENCE TELEPHONE

5 Frank P Miller

Owner

5-21-43

(503) 543-3729

RESIDENCE ADDRESS

CITY

STATE

ZIP CODE

6 33468 Kammeyer Rd

Scappoose

Ore

97056

NAME

TITLE

DATE OF BIRTH

RESIDENCE TELEPHONE

RESIDENCE ADDRESS

CITY

STATE

ZIP CODE

NAME

TITLE

DATE OF BIRTH

RESIDENCE TELEPHONE

RESIDENCE ADDRESS

CITY

STATE

ZIP CODE

11 THE DIMENSIONS OF THE PROPERTY ON WHICH THE BUSINESS IS LOCATED ARE _____ ft. X _____ ft.

I CERTIFY THAT I AM THE OWNER, A PARTNER OR A CORPORATE OFFICER OF THIS BUSINESS AND THAT ALL INFORMATION ON THIS APPLICATION IS ACCURATE AND TRUE. I CERTIFY THAT THE RIGHT OF WAY OF ANY HIGHWAY ADJACENT TO THE LOCATION LISTED ABOVE IS USED FOR ACCESS TO THE PREMISES AND PUBLIC PARKING.

NAME

TITLE

RESIDENCE TELEPHONE

12 Frank P Miller

Owner

(503) 543-3729

ADDRESS, CITY, STATE, ZIP CODE

13 33468 Kammeyer Rd

Scappoose, Ore - 97056

SIGNATURE OF OWNER/PARTNER/CORPORATE OFFICER

DATE

14 X Frank P Miller

11-11-91

15 APPROVAL: I CERTIFY THAT THE GOVERNING BODY OF THE ☐ CITY ☒ COUNTY OF MULTNOMAH HAS:

- A) APPROVED THE APPLICANT AS BEING SUITABLE TO ESTABLISH, MAINTAIN OR OPERATE A WRECKING YARD OR BUSINESS (ORIGINAL APPLICATIONS ONLY).
- B) DETERMINED THAT THE LOCATION OR PROPOSED LOCATION MEETS THE REQUIREMENTS FOR LOCATION UNDER OREGON REVISED STATUTE 822.110.
- C) DETERMINED THAT THE LOCATION DOES NOT VIOLATE ANY PROHIBITION UNDER OREGON REVISED STATUTE 822.135.
- D) APPROVED THE LOCATION AND DETERMINED THAT THE LOCATION COMPLIES WITH ANY REGULATIONS ADOPTED BY THE JURISDICTION UNDER OREGON REVISED STATUTE 822.140.

I ALSO CERTIFY THAT I AM AUTHORIZED TO SIGN THIS APPLICATION AND AS EVIDENCE OF SUCH AUTHORITY DO AFFIX HEREON THE SEAL OR STAMP OF THE CITY OR COUNTY.

FEE: \$54.00

▼ PLACE STAMP OR SEAL HERE ▼

SUBMIT APPLICATION AND SURETY BOND, WITH ALL REQUIRED FEES AND SIGNATURES TO:

BUSINESS REGULATION SECTION
1905 LANA AVE., NE
SALEM, OR 97314-2350

NAME

TITLE

PHONE NUMBER

16 GLADYS McCOY

COMMISSION CHAIR

248-3308

SIGNATURE

DATE

17 X Gladys McCoy

12/24/91

SURETY BOND

BOND NUMBER

801881

FAILURE TO COMPLETE THIS FORM WILL CAUSE UNAVOIDABLE DELAY.

LET IT BE KNOWN:THAT Frank Miller

(OWNER, PARTNERS, CORPORATION NAME)

DOING BUSINESS AS _____

(ASSUMED BUSINESS NAME, IF ANY)

HAVING PRINCIPAL PLACE OF BUSINESS AT 15015 NW Mill Rd Portland, Or 97231

(ADDRESS, CITY, STATE, ZIP CODE)

WITH ADDITIONAL PLACES OF BUSINESS AT _____

(ADDRESS, CITY, STATE, ZIP CODE)

(ADDRESS, CITY, STATE, ZIP CODE)

STATE OF OREGON, AS PRINCIPAL(S), AND CONTRACTORS BONDING AND INSURANCE COMPANY

(SURETY NAME)

1927 NE 44th Ave, Suite 100Portland, Or 97213287-6000

(ADDRESS, CITY, STATE, ZIP CODE)

TELEPHONE NUMBER

A CORPORATION ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF Washington, AND AUTHORIZED TO TRANSACT A SURETY BUSINESS IN THE STATE OF OREGON, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF OREGON IN THE PENAL SUM OF \$2,000 FOR THE PAYMENT OF WHICH WE HEREBY BIND OURSELVES, OUR RESPECTIVE SUCCESSORS AND ASSIGN, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

A CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEN THE ABOVE NAMED PRINCIPAL HAS BEEN ISSUED A CERTIFICATE TO CONDUCT, IN THIS STATE, A BUSINESS WRECKING, DISMANTLING AND SUBSTANTIALLY ALTERING THE FORM OF VEHICLES, SAID PRINCIPAL SHALL CONDUCT SUCH BUSINESS WITHOUT FRAUD OR FRAUDULENT REPRESENTATION, AND WITHOUT VIOLATION OF ANY OF THE PROVISIONS OF THE OREGON VEHICLE CODE SPECIFIED IN ORS 822.120(2) THEN AND IN THAT EVENT THIS OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNLESS CANCELED PURSUANT TO ORS 743.755.

THIS BOND IS EFFECTIVE January 1 19 92 AND EXPIRES December 31 19 92 (BOND MUST EXPIRE ON THE LAST DAY OF THE MONTH.)**-- ANY ALTERATION VOIDS THIS BOND --**

IN WITNESS WHEREOF, THE SAID PRINCIPAL AND SAID SURETY HAVE EACH CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED REPRESENTATIVE OR REPRESENTATIVES AND THE SURETY CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 19th DAY OF November 19 91

SIGNATURE (OWNER/PARTNER/CORPORATE OFFICER)

X Frank P. Miller

TITLE

SIGNATURE OF SURETY (AUTHORIZED REPRESENTATIVE)

X Gabe Thorsen

TITLE

Attorney-in-Fact**SURETY'S AGENT OR REPRESENTATIVE MUST COMPLETE THIS SECTION:****PLACE SURETY SEAL BELOW**

IN THE EVENT A PROBLEM ARISES CONCERNING THIS BOND, CONTACT:

NAME

CBIC

TELEPHONE NUMBER

287-6000

ADDRESS

PO Box 12053

CITY, STATE, ZIP CODE

Portland, Or 97212

APPROVED BY ATTORNEY GENERAL'S OFFICE

Meeting Date: December 24, 1991

Agenda No.: P-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Planning Commission Decision

BCC Informal _____ BCC Formal December 24, 1991
(date) (date)

DEPARTMENT DES DIVISION Planning

CONTACT Sharon Cowley TELEPHONE 2610

PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

PD 2-91 Decision of the Planning Commission of December 2, 1991, with recommendation to the Board for approval of a planned-development for a 25-unit manufactured home park for property located at 13303 SE Ramona Street.

12/24/91 - NOTICE OF REVIEW - HEARING
SET FOR 1/14/92

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

Decision

This Decision consists of Conditions, Findings of Fact and Conclusions.
December 2, 1991

PD 2-91, #427

Planned Development Overlay (25-space Manufactured Housing Development)

Applicant requests a Planned Development (PD) zoning overlay on property with a base zone of LR-5, low density residential district. If approved, the PD overlay would allow a manufactured housing development on the site. The applicant proposes to place 25 manufactured houses on the site.

Location: 13303 SE Ramona Street

Legal: Lots 2 and 3, Block 1, Parcher Park, and the North 7,200 Square Feet of Tax Lot '591', Section 14-1S-2E, 1990 Assessor's Map

Site Size: 138,326 Square Feet (Approximately 3.18 Acres)

Size Requested: Same

Property Owners: Marilyn Blackwell 13235 SE Ramona Street, 97236

Applicant: Charlie Swan, PO Box 22231, Milwaukie, 97222

Comprehensive Plan: Low Density Residential

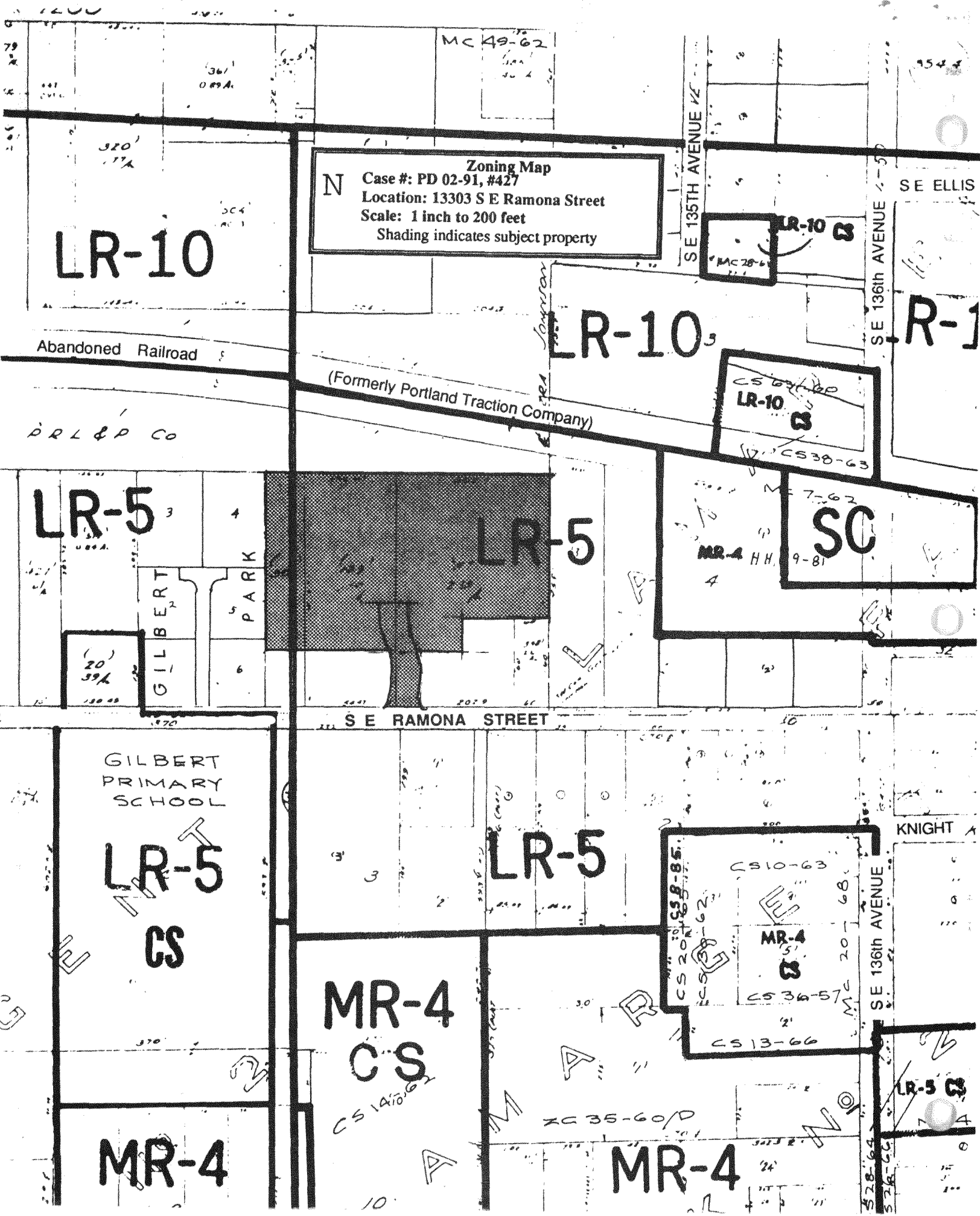
Present Zoning: LR-5, Urban Low Density Residential District
Minimum lot size of 5,000 square feet per dwelling unit

Sponsor's Proposal: LR-5, P-D, Low Density Residential-Planned Development District
The Planned Development Overlay is required to develop a Mobile Home Park in the LR-5 District.

PLANNING COMMISSION

DECISION: Approve, subject to conditions, a Planned Development overlay to allow development of a 25-unit manufactured home park on a 3.18-acre site (described above) located near 133rd Place and SE Ramona Street; based on the following Findings and Conclusions.

December 2, 1991



N

Zoning Map
Case #: PD 02-91, #427
Location: 13303 S E Ramona Street
Scale: 1 inch to 200 feet
Shading indicates subject property

LR-10

LR-10

LR-10 CS

SE ELLIS

R-1

Abandoned Railroad

(Formerly Portland Traction Company)

LR-5

LR-5

LR-10 CS

SC

GILBERT PARK

GILBERT PRIMARY SCHOOL

LR-5

CS

LR-5

MR-4

CS

MR-4

MR-4

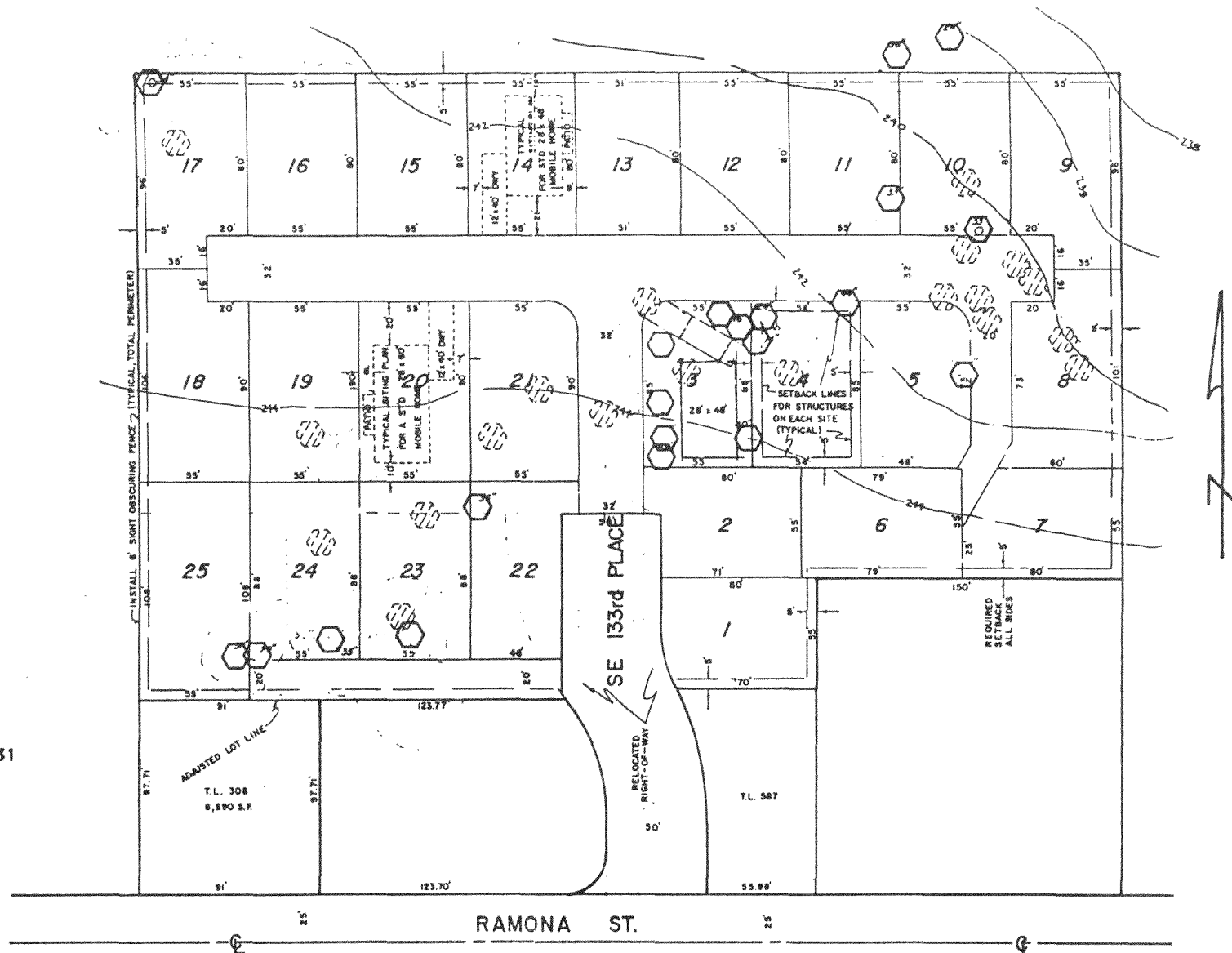
SE 136th AVENUE

KNIGHT

LR-5 CS

TENTATIVE PLAN
OF
PARCHER PLACE
A MOBILE HOME PARK
AT
13303 SE RAMONA STREET
PORTLAND, OREGON 97236

FOR
CHARLIE SWAN, P. O. BOX 22231
MILWAUKIE, OREGON 97222
503/654-5313



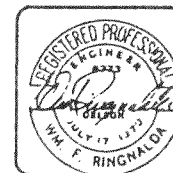
PD 2-91
Applicant's Exhibit B
Dated 12/2/91 SC



WM. F. RINGNALDA
CONSULTING ENGINEER & LAND SURVEYOR
879 COTTAGE ST. NE, SALEM, OREGON 97301 • (503) 371-8131
Registered Professional Land Surveyor • Oregon, Alaska & Idaho
Registered Professional Engineer • Oregon, Washington & Idaho

SCALE:
0 20 40 FT.

DATE 6-20-91
JOB NO. 91-016
DRAWN BY W. F.



CONDITIONS OF APPROVAL:

1. Prior to any site clearing, grading or tree felling, obtain Design Review approval of all proposed site improvements, landscaping and manufactured home placements. The Design Review Plan shall indicate all existing trees on the site with 6-inch or greater trunk diameter. The design plan may be adjusted from that illustrated in this decision to preserve significant trees on the site. The number of manufactured home spaces may not exceed 25-units.
2. Prior to issuance of placement permits for any of the proposed residences, complete Transportation Division requirements for right-of-way improvements to SE 133rd Place and SE Ramona Street as applicable.
3. Complete Lot Line Adjustment procedures between Lot 2, Parcher Park, and Tax Lot '591', Section 14-1S-2E, prior to issuance of any placement permits.
4. Design Review plans and subsequent Placement Permit applications shall demonstrate compliance with the Mobile Home Park Development Standards in MCC .7715 (e.g., fencing, street names, setbacks, roof pitches, 40% maximum space coverage, etc.). Compliance shall be ministerially determined by the Planning Division as part of Final Design Review and application for individual Placement Permits.
5. All existing fill areas proposed for roads, building foundations or other facilities requiring a compacted base, shall be tested and meet soil compaction and quality standards as determined by a registered soils engineer and as approved by the Building Official. The Building Official may require excavation and/or additional soils tests for stability, density or toxicity, to assure filled and other areas on the site are suitable and safe for placement of the structures.
6. An on-site storm water drainage system shall be developed with sufficient capacity to detain storm water in dry-wells or retention ponds so no net increase in off-site discharge of storm water flow results from development of the site. An engineering certification shall be included as part of Design Review which assures satisfaction of this condition.
7. The tentative PD plan submitted at the December 2, 1991 hearing must be reviewed and approved by Fire District #10. If the Fire District requires any changes to the plan, the amended plans must be reviewed and approved by the Planning Commission.

FINDINGS:

1. BACKGROUND:

The Planning Commission held a public hearing on this matter on October 7, 1991. The principle issues and questions raised at the hearing by the Commission, neighbors and others were:

- impacts on traffic volumes and pedestrian (children) safety on Ramona Street;
- past filling and/or dumping activities on the site, and its effects on the placement of houses on the property;
- density (*i.e.*, number of PD-units versus that allowed by the LR-5 zone);
- site coverage increase (*i.e.*, from 40% to 50% of each house space);
- preservation of the mature trees on the site;

The Commission continued the matter to their December 2, 1991 meeting date. The record remained open for written comments until November 1, 1991. Materials received during the open record period were distributed to the Planning Commission on November 8, 1991. These consisted of affidavits (regarding past dumping), a memorandum in opposition, petitions in opposition, newspaper clippings, information on the Johnson Creek basin (and planning activities underway for the basin), photographs, and numerous letters primarily citing the traffic volume and safety problems for SE Ramona Street should the project be developed.

2. APPLICANT'S PROPOSAL:

Charlie Swan proposes to develop a 25-unit manufactured home development on SE 133rd Place, just north of SE Ramona Street. Applicant requests approval of a PD overlay on the subject property. The proposed project consists of 25 single family residences and the public and private street improvements to serve them.

Applicant provides the following description of their project:

"PARCHER PLACE, a proposed, manufactured structure development, is conceived as being a 25 space ... housing community, nestled in a grove of mature fir trees, constructed on a virtually flat, clean piece of land located at 13303 SE Ramona...

"It is intended that all elements of Parcher Place be maintained in private ownership. Homesites may be rented on a continuing 30 day basis subject to terms and conditions contained in 'MANUFACTURED STRUCTURE SPACE RENTAL AGREEMENT' attached hereto".

3. ORDINANCE CONSIDERATIONS:

The October 7, 1991 Staff Report details applicable Zoning Code provisions. These are incorporated by reference.

4. REVIEW OF THE PROPOSAL:

The following section provides findings for each applicable criteria.

Planning Commission action on the Preliminary Development Plan and Program shall be based on findings that the following are satisfied:

(1) The requirements of MCC .8230(D)(3);

Comments:

The above cited Zoning Code subsection requires that the proposal comply with applicable elements of the Comprehensive Plan. The application addresses the following Comprehensive Plan Policies:

- #13 (Air, Water, and Noise Qualities);
- #14 (Development Limitations);
- #16 (Natural Resources);
- #19 (Community Design);
- #21 (Housing Choice);
- #22 (Energy Conservation);
- #24 (Housing Location);
- #25 (Mobile Homes);
- #33a (Transportation System);
- #33c (Bicycle/Pedestrian System)
- #37 (Utilities);
- #38 (Facilities).

The application text headed ADDRESSING MULTNOMAH COUNTY COMPREHENSIVE PLAN POLICIES, pages 1-14, is incorporated by reference. All findings of the application are not incorporated by this reference; changes are recommended in this report.

The roughly 3-acre site is designated Urban Low Density Residential in the Powellhurst Community Plan. The PD request will allow development of the site with single family detached residences generally consistent with the low density residential designation. In addition, as noted in the application, the PD overlay for manufactured houses will allow greater housing choices and lower cost housing options to the community.

The PD overlay enables the Planning Commission to limit removal of the significant stand of Fir trees on the site. A conventional LR-5 subdivision proposal, by contrast, would not include this type of discretion. The PD overlay can further Community Design and Natural Resources policies in the Framework and Powellhurst plans if conditions of approval are imposed to limit tree removal. In addition, restrictions on the space coverage of the homes (e.g., a 40% maximum coverage) offers additional protection of significant trees on the site.

Conditions of approval are imposed to address several Plan policies. Condition #1 requires Design Review prior to site clearing or grading. It

addresses policies #16 (Natural Resources) and #19 (Community Design). Condition #2 addresses policy #33a (Transportation System). Condition #4 addresses policies #19 (Community Design) and #25 (Mobile Homes). Conditions #5 and #6 address policies #2 (Off-site Effects); #13 (Air, Water, and Noise Qualities); #14 (Development Limitations); #16 (Natural Resources); and #37 (Utilities).

(2) The applicable provisions of MCC 11.45, the Land Division Chapter:

Comments:

The proposal requires a Lot Line Adjustment under the Land Division Chapter. Condition # 3 requires that Lot Line Adjustment procedures be completed prior to issuance of placement permits within the development.

(3) Any exceptions from the standards or requirements of the underlying district are warranted by the design and amenities incorporated in the development plan and program, as related to the purposes stated in MCC .6200.

Comments:

The LR-5 District's provisions are detailed in MCC 11.15.2622 – .2634. The principle differences between the proposed site development and the underlying district relate to dimensional standards (*i.e.*, density, setbacks, frontage).

Density — PD provisions essentially allow an increased density above that provided by the base zone (since the area needed for public streets is not subtracted). A conventional LR-5 subdivision of the site would result in only about 20 lots (ref. Exhibit A attached). The proposed PD proposes 25 manufactured home "spaces". The additional 5-units is achieved by proposing home spaces of about 4400 to 4900 square feet and using less area for streets. Three proposed spaces do have more than 5000 square feet (*i.e.*, spaces #8, #18, & #25).

Setbacks — The typical siting plans illustrated on space Nos. 14 and 20 indicate the rear yard setbacks will be 10 to 11-feet; the base zone requires a 15-foot minimum rear yard. The front setbacks on the plan illustration indicate a 20-foot minimum; however, the sidewalks along the private street frontage would be located within the front setback area. The non-paved "front yard" area for each manufactured home would be about 16 to 18-feet.

Frontage — Another difference between LR-5 standards and the proposed PD plan are the minimum frontage requirements. In the LR-5 zone, lots are required a 20-foot minimum frontage on a public street [ref. MCC .2634(E)]. The proposed PD plan includes private streets to serve the proposed manufactured home "spaces". Each space, however, would have at least 20-feet of frontage on a private street.

The question before the Commission is whether *the design and amenities incorporated in the development plan* warrant the above exceptions from the LR-5 District standards, and whether the proposed plan sufficiently relates to the purposes of the Planned Development subdistrict. The PD purposes are quoted below [MCC .6200]:

"The purposes of the Planned Development sub-district are to provide a means of creating planned environments through the application of flexible and diversified land development standards; to encourage the application of new techniques and new technology to community development which will result in superior living or development arrangements; to use land efficiently and thereby reduce the costs of housing, maintenance, street systems and utility networks; to promote energy conservation and crime prevention; to relate developments to the natural environment and to inhabitants, employers, employees, customers, and other users in harmonious ways."

The Planning Commission finds that the proposed design and amenities warrant the flexibility requested from the base zone, and adequately address the PD purposes cited above [ref. purposes findings below under criteria (8)].

(4) That the system of ownership and the means of developing, preserving and maintaining open space is suitable to the purposes of the proposal.

Comments:

There are no explicit minimum open space area requirements for a Planned Development. The proposal does not include common open space areas. The site would be held under a single ownership and the individual home sites would be leased. This is a common and proven means of accomplishing the plan and program for a mobile home park. Applicant's response is in the section entitled PARCHER PLACE, pages 15-16. The Commission finds that in order to protect significant trees on the site, the 40% maximum coverage should be maintained within the development.

(5) The provisions of MCC .6214.

Comments:

MCC .6214 addresses the *Relationship of the Planned Development to the Environment*. Applicant's response is detailed in the section entitled PARCHER PLACE, page 12. It indicates that most existing trees will be retained and incorporated into the site design. Condition No. 1 requires Design Review approval of proposed site improvements. It further requires that all existing trees (6-inch or greater diameter) be identified on the Design Review Plan and retained to the maximum practicable extent.

The applicant provided a map of trees proposed for removal at the December

2, 1991 hearing. The map identifies 39-trees on the property. The map and table compared the number of trees saved with the proposed plan versus that saved with a conventional LR-5 subdivision of the site. The PD plan saved 19 trees compared to only 13 saved with a conventional LR-5 subdivision. If the 40% maximum space coverage is maintained, it should be possible to retain more trees.

Adjacent properties are largely developed with single family dwellings, particularly to the west and south of the site. Gilbert Primary School is located on the south side of SE Ramona Street near the site. The proposed site layout displays a generally compatible design with neighboring road systems, buildings and uses. Conditions of approval are recommended to further address the *Relationship of the Planned Development to the Environment*.

Item (D) specifies that *[T]he location and number of points of access to the site, the interior circulation patterns, the separations between pedestrians and moving and parked vehicles, and the arrangement of parking areas in relation to buildings, structures and uses shall be designed to maximize safety and convenience and be compatible with neighboring road systems, buildings, structures and uses.*

The surrounding area is primarily developed in a grid pattern, with square or rectangular parcels oriented on north-south or east-west streets. The proposed PD continues this pattern in its private streets and lot and home configurations. There are developable LR-5 lands immediately to the east of the site and a public street system (as suggested in Exhibit A) could provide future public street access to this area. The proposed PD does not provide for a future street to serve the land immediately to the east. However, this area could still develop (to LR-5 densities) using a private access-way. For example, a private access-way serves the lots immediately west of the subject property (i.e., the "Gilbert Park" addition). There is sufficient space between existing houses to develop a private access-way off Ramona Street to serve the vacant land east of the Parcher Park site. Therefore, the proposed PD plan does not preclude planned (i.e., LR-5) development on adjoining developable properties.

The Transportation Division provides comment relevant to the above cited criteria in a November 21, 1991 letter from John Dorst. The Division commented on traffic safety and other issues effecting SE Ramona Street and the PD site. Based on the Transportation Division comments, the proposed development – as conditioned – is adequately served by the existing transportation system.

The application indicates the project will be secured by a 6-foot height wood privacy fence along the west, south and east perimeters, and a 6-foot chain-link fence with slats along the north boundary (Note: fence design details would be finalized as part of Design Review). Applicant indicates the project would include street lighting for security and safety.

- (6) That the proposed development can be substantially completed within four years of the approval or according to the development stages proposed under MCC .6220.**

"I believe this project will be completed in less than one year from the date of approval. Demand for this product is unbelievable, I have financing in hand and should be able to proceed in accordance with the previously stated schedule, excepting a truly wet winter. In that event, we should still be completed by November , 1992. The proposal meets the criteria for approval."

Comment: The Commission concurs.

- (7) The development standards of MCC .6212, .6216 and .6218:**

Comments:

Applicant addresses these criteria in the section entitled PARCHER PLACE, page 9-10. The Commission generally concurs with applicant's findings except as modified below.

MCC .6216 Open Space:

Applicant's response is in the section entitled PARCHER PLACE, pages 15-16. There are no explicit minimum open space area requirements for a Planned Development. The proposal does not include common open space areas. The proposed home sites would have between 4400 to 5900 square feet, and (if the 40% maximum space coverage is maintained) approximately 2000 to 3000 square feet of "open space" on each site. The Commission finds this adequately protects significant trees on the site and achieves the purposes of the Planned Development overlay on this site.

MCC .6218 Density Computation for Residential Development:

LR-5 provisions specify a 5,000 square feet minimum lot size for a single family house. The total site is 138,326 square feet. The Planned Development provisions therefore allow a total of 28 units. (138,326 divided by 5000 = 27.67 units). The application proposes 25-units.

At the October 7, 1991 hearing, the Commission noted that the PD provisions essentially allow an increased density above that provided by the base zone (since the area needed for public streets is not subtracted). A conventional LR-5 subdivision of the site would result in only about 20 lots (ref. Exhibit A attached). Most of the 25 manufactured home spaces proposed are less than 4600 square feet in area, only three have more than 5000 square feet (*i.e.*, spaces #8, #18, & #25).

The Commission finds that the 25-units in the proposed configuration adequately addresses Planned Development criteria.

(8) *The purposes stated in MCC .6200.*

Comments

The purposes of the PD overlay are noted above under Criteria (3). Applicant responds to this criteria in the section entitled PARCHER PLACE, page 10. The proposal generally fulfills purposes of the Planned development overlay by providing affordable housing opportunities, an efficient use of the site, reduced public costs for streets and maintenance, and preservation of significant natural features on the site (*i.e.*, mature stand of Fir trees).

Applicant provided a map of trees proposed for removal at the December 2, 1991 hearing. The map identifies 39-trees on the property. The map and table compared the number of trees saved with the proposed plan versus that saved with a conventional LR-5 subdivision of the site. The PD plan saved 19 trees compared to only 13 saved with a conventional LR-5 subdivision. If the Fire District requires any redesign, the revised plan must be reviewed by the Planning Commission (Ref. Condition #7).

(9) *That modifications or conditions of approval are necessary to satisfy the purposes stated in MCC .6200.*

Comments:

Conditions of approval are imposed to address the purposes of the PD overlay. Condition No. 1 requires design review of proposed site improvements and limits the development to 25-units, No. 2 requires street improvements to access the site, and No. 3 requires land division approval through the County Planning Department for the proposed Lot Line Adjustment. Condition No. 4 requires that Design Review plans and placement permit requests for each proposed house comply with the mobile home park development standards (*e.g.*, 40% max. coverage, setbacks, *etc.*). Condition No. 5 requires that a registered soils engineer perform soils tests for stability, density and/or toxicity, to assure filled and other areas on the site are suitable for placement of the structures. Condition No. 6 requires that an on-site storm water drainage system be designed and certified by an engineer. And Condition No. 7 requires approval of the site plan by the Fire District.

5. ADDITIONAL FINDINGS:

The original application included a request to vacate the SE 133rd Place right-of-way. The vacation request was withdrawn. Disregard any references in the application materials to the street vacation.

Section 2 in the October 7, 1991 Staff Report lists the **Mobile Home Park Development Standards** of MCC .7715. The applicant responds to these standards in a separate section entitled COMPLIANCE WITH SPECIFIC CONDITIONS FOR MOBILE HOME PARKS. These standards specify

design details such as fencing requirements, minimum setbacks between manufactured homes, minimum roof pitch and square footage for the homes, etc. The subsection requires that mobile homes located within the LR-5 District *"...Be a manufactured home constructed after June 15, 1976, and carry a State insignia indicating compliance with applicable Oregon State mobile home construction or equipment standards; (and)... Have a minimum floor area of not less than 800 square feet;...(and)... Have a roof with a minimum slope of 16 percent (2:12)..."*.

MCC .6222(B) specifies the permitted uses for Planned Developments in the LR-5 District. Subsection (2) allows a "mobile home park" outside of a *Developed Neighborhood* as designated in the Community Plan. The Powellhurst Community Plan does not identify the subject property as a *Developed Neighborhood*, therefore, the proposal is consistent with this provision.

The request includes an exception to the 40% maximum space coverage requirements for mobile homes [Ref. MCC .7715(C)]. The 40% coverage exception request is described in the application section entitled *PARCHER PLACE*, pages 3 and 4. Staff noted that conventional site built houses in the LR-5 District are allowed a 50% lot coverage. However, a conventional LR-5 subdivision of the site would result in only about 20 lots, and each would have a minimum of 5000 square feet (ref. Exhibit A attached). Most of the 25 manufactured home spaces proposed are less than 4600 square feet in area, only three have more than 5000 square feet (*i.e.*, spaces #8, #18, & #25). The proposed increase to a 50% space coverage would permit larger manufactured homes to be sited; however, this would also increase the potential loss of trees on the site. A site design with three or four fewer houses would likely provide sufficient area on each space to accommodate the larger manufactured homes while maintaining the 40% lot coverage standard. Reducing the project to 21 or 22 home spaces could provide greater separation between each home and a corresponding increase in the number of trees which could potentially be saved.

Alternatively, the size (rather than the number) of homes allowed in the mobile home park could be restricted to achieve the 40% maximum coverage. This too, could improve the potential for tree preservation on the site.

The Transportation Division submitted written comment on the proposal in a letter from John Dorst, Engineering Services Administrator, dated November 21, 1991. These findings are incorporated by reference.

CONCLUSIONS

1. The proposed manufactured home park – as conditioned – complies with applicable zoning provisions.
2. The proposed Planned Development – as conditioned – affords greater protection of a significant stand of Fir trees on the property.
3. Conditions of approval are necessary to assure the project is developed in compliance with applicable Plan policies and Zoning Code provisions.

Signed December 2, 1991


By Richard Leonard, Chairman

Filed With the Clerk of the Board on December 12 1991

Appeal to the Board of County Commissioners

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 PM. on Monday, December 23, 1991 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

The Decision on this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, December 24, 1991 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development Division at 248-3043.

Meeting Date: December 24, 1991

Agenda No.: P-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Planning Commission Decision

BCC Informal _____ BCC Formal December 24, 1991
(date) (date)
DEPARTMENT DES DIVISION Planning
CONTACT Sharon Cowley TELEPHONE 2610
PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

x DENIAL

☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: xx

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

PR 6-91/ZC 6-91/CS 6-91/WRG 7-91

Decisions of the Planning Commission of December 2, 1991, with recommendations to the Board for denial of the requested comprehensive plan revision, change in zone designation, community service use for a marina and Willamette River Greenway Permit, all to locate a boat marina in the Multnomah Channel, for property located at 14460 NW Gillihan Road.

12/24/91 NOTICE OF REVIEW - HEARING SET
FOR 1/28/92

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214 (503) 248-3043

Decision

Decisions, Findings of Fact, and Conclusions
December 2, 1991

PR 6-91, #67 Plan Revision from Agriculture to Multiple Use Agriculture
ZC 6-91, #67 Zone Change from EFU to MUA-20
CS 6-91, #67 Community Service Designation for a Marina
WRG 7-91, #67 Willamette River Greenway Permit for New Uses in the Greenway

Applicants request approval to develop a marina for 170 boats in Multnomah Channel. The proposal includes: 90 boathouses, 25 open boat slips, and 55 covered boat slips. The request includes two accessory uses moored in the channel (i.e., 2 caretaker's floating homes and 2 public restrooms) The land adjoining the marina would have 100 parking spaces.

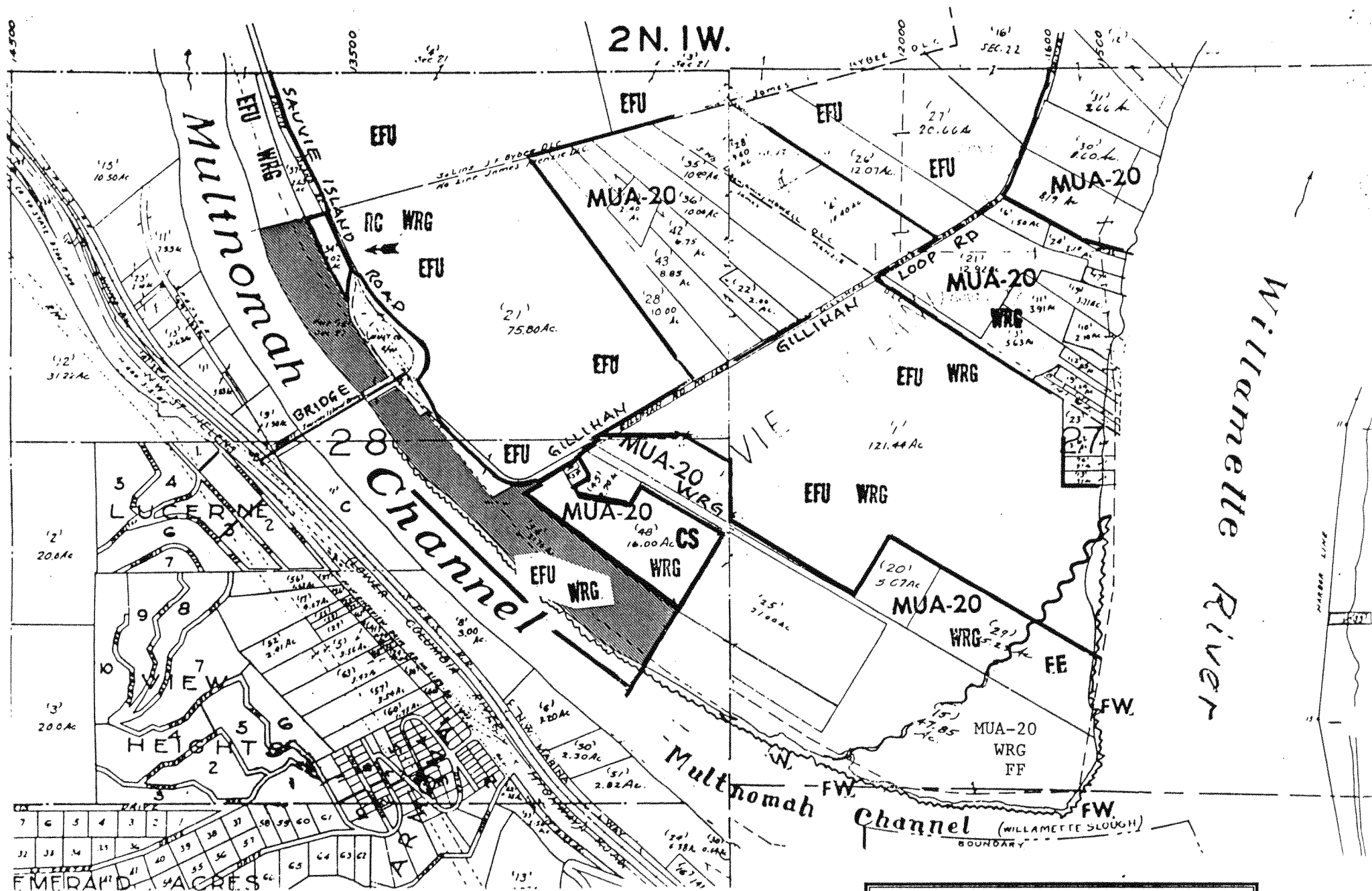
The proposal requires a Comprehensive Plan revision to take exceptions to Statewide Planning Goals 3 (Agriculture) and 14 (Urbanization); a Plan revision from Agriculture to Multiple Use Agriculture; a change of Sectional Zoning Maps #67, #68, and #70, changing the described property from EFU, FF, FW, and WRG to MUA-20, FF, FW, WRG, C-S, community service use.

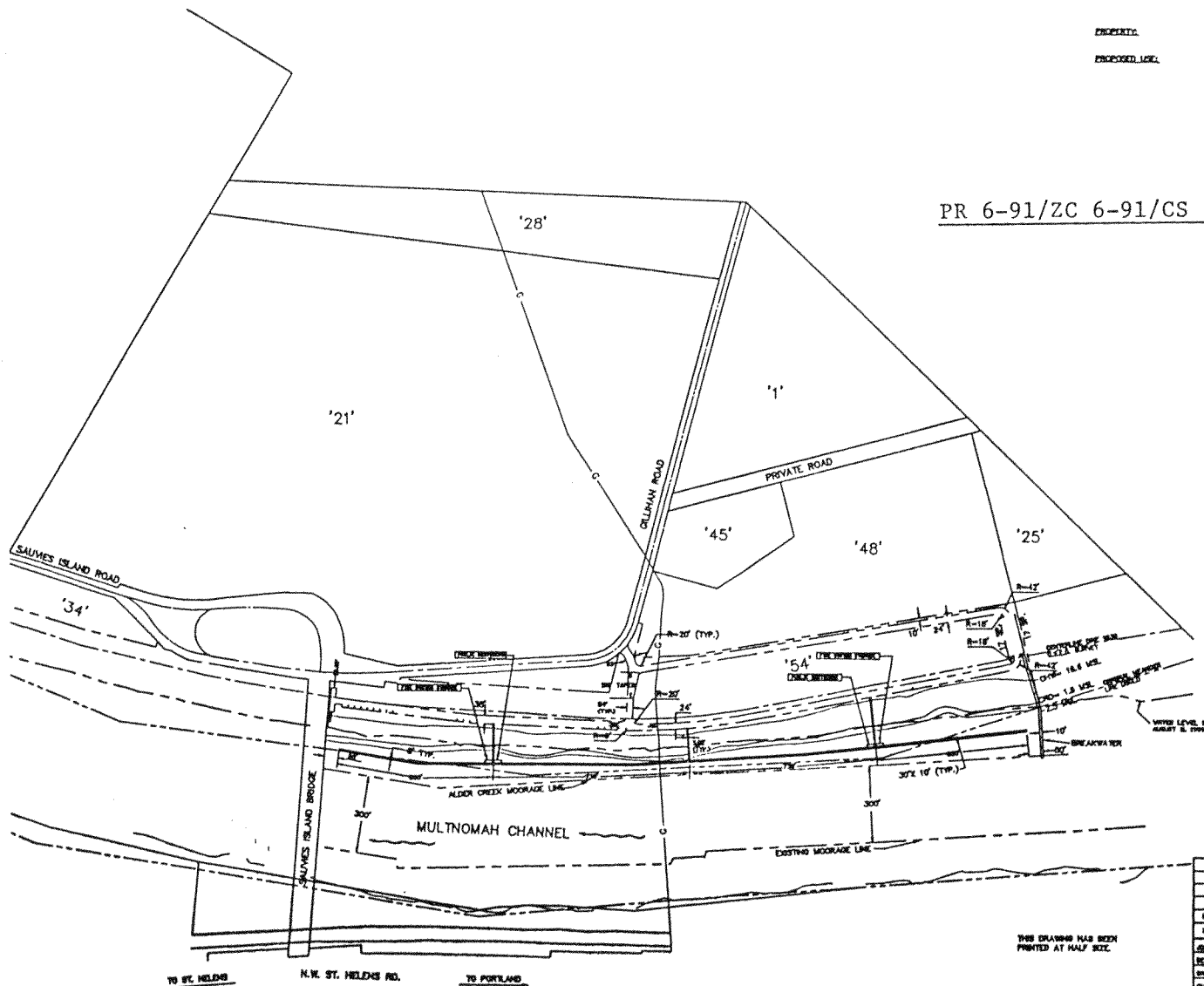
Location: 14460 NW Gillihan Road
Legal: Tax Lot '54', Section 28, 2N-1W, 1990 Assessor's Map
Site Size: 21.8 Acres
Size Requested: Same
Property Owner: Clarence Koennecke
21335 NW St. Helens Road
Portland, Oregon 97231
Applicant: Ken and Pattye Larson
14452 NW Larson Road
Portland, Oregon 97231
Comprehensive Plan: Agriculture/Willamette River Greenway
Present Zoning: EFU, Exclusive Farm Use/ FF, Flood Fringe/ FW, Floodway/
WRG, Willamette River Greenway
Sponsor's Proposal: Multiple Use Agriculture/Willamette River Greenway;
MUA-20, FF, FW, WRG, C-S, Community Service District

PLANNING COMMISSION DECISIONS:

#1 (PR 6-91) Deny the Comprehensive Plan Revision;
#2 (ZC 6-91) Deny the Zone Change request;
#3 (CS 6-91) Deny the Community Service Use for a marina;
#4 (WRG 7-91) Deny the Willamette River Greenway Permit; all based on the following Findings and Conclusions.

PR 6-91/ ZC 6-91/ CS 6-91/ WRG 7-91





NOTES

PROPERTY:

TAX LOT '54' SECTION 28 T4N11W W4E
21.76 ACRES

PROPOSED USE:

MARINA

- (2) CANEATER ACCOMMODATIONS
- (20) OPEN BOAT SLIPS
- (40) COVERED BOAT SLIPS
- (80) BOAT HOUSES
- (2) PUBLIC RESTROOMS
- (100) PARKING SPACES
- (1) SHERRIFF RIVER PATROL

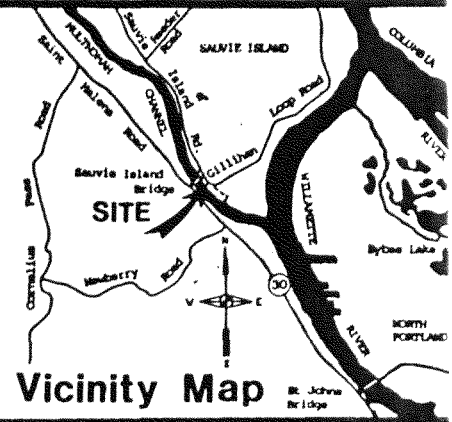
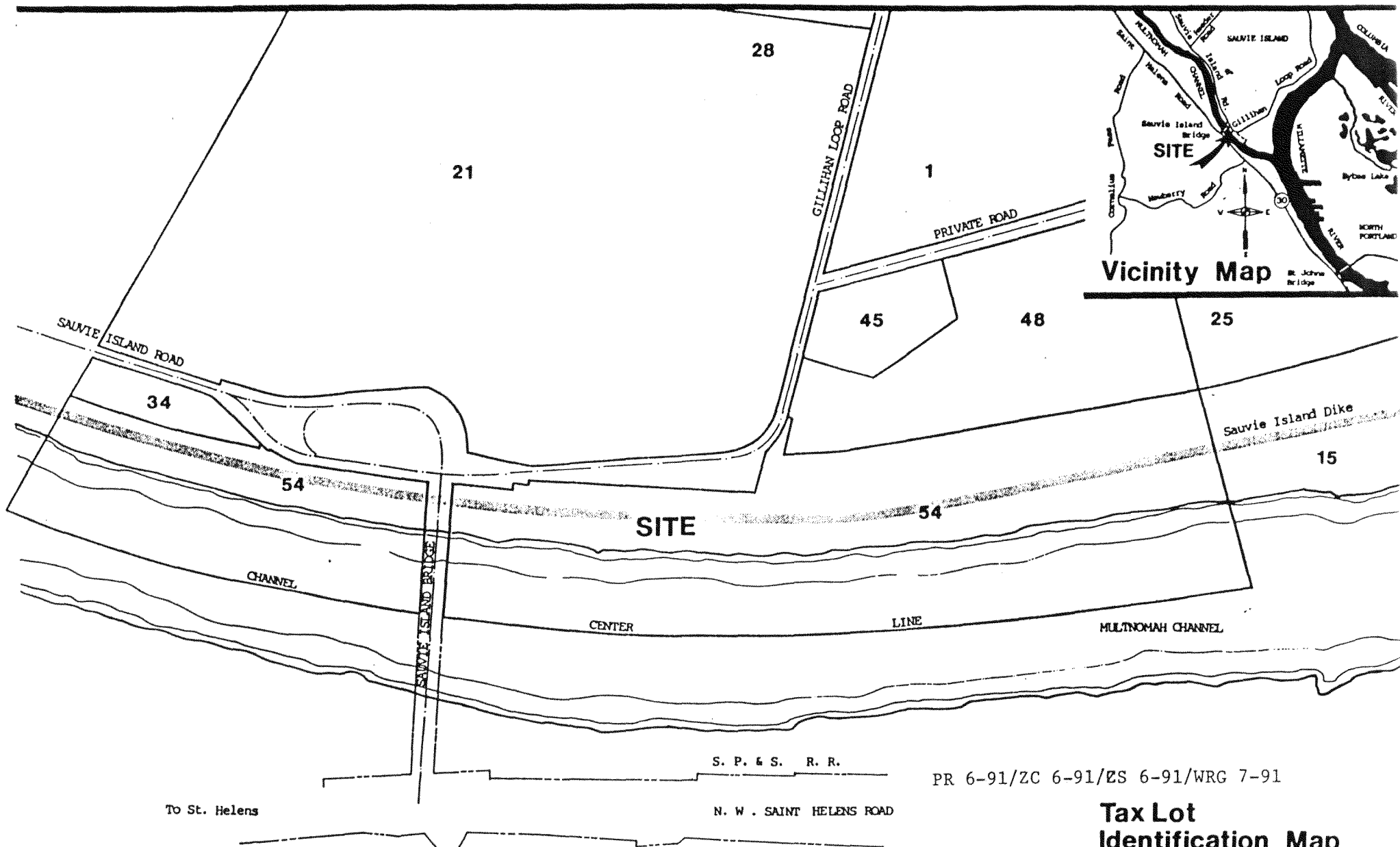
PR 6-91/ZC 6-91/CS 6-91/WRG 7-91



4	8-28-91	REVISED SLIP AND PARKING
3	4-10-91	DELETE PUBLIC SERVICES NOTES
2	3-4-91	REVISED SLIP AND PARKING
1	1-12-91	PARKING BOAT SLIPS AND NOTES
REVISION	DATE	DESCRIPTION
SEE AND PARTIAL LAYOUT, MARK S.W. LAMSON SR., PORTLAND, OR 97201 (SHEET 200)		
DR. NO.	00021.6	
DESIGNED BY	S.W.	
DRAWN BY	S.W.	
CHECKED BY	S.W.	
DATE	8-7-91	

THIS DRAWING HAS BEEN
PRINTED AT HALF SIZE.

ALDER CREEK MARINA
MULTNOMAH COUNTY, OREG
SITE PLAN



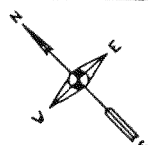
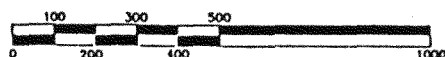
PR 6-91/ZC 6-91/ES 6-91/WRG 7-91

Tax Lot Identification Map

Alder Creek Marina

KEH AND PATTY LARSON, 14462 N.W. LARSON RD.
PORTLAND, OR 97231 (503) 288-0793

1
EXHIB



MARTHA F. STIVEN

planning and development services

14620 uplands drive, lake oswego, oregon 97034

ROBERT H. POSTER
CONSULTANTS

431 ASH ST., LAKE OSWEGO,
OREGON, 97034 • U.S.A.

ALDER CREEK MARINA

KEN & PATTY LARSON

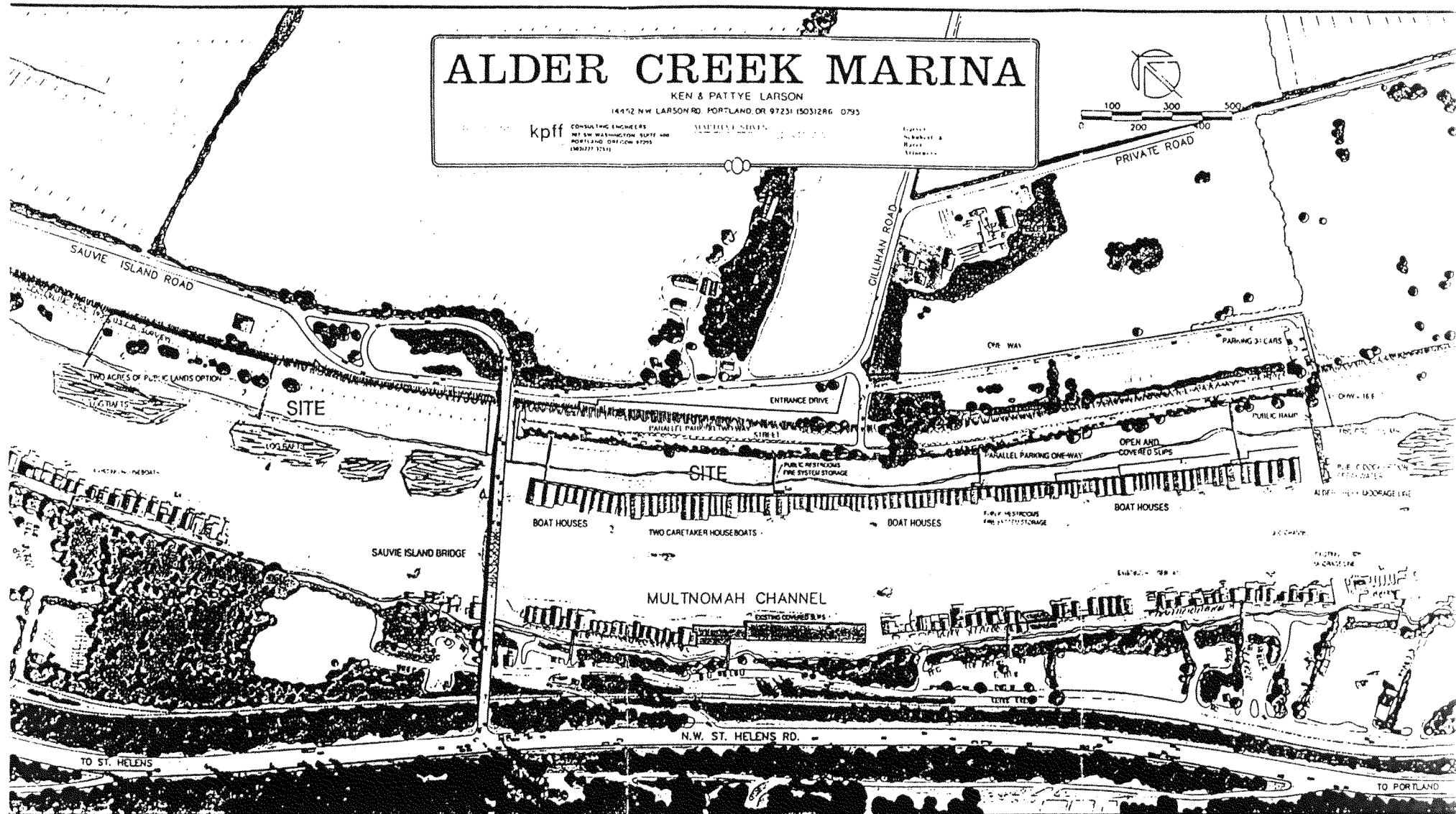
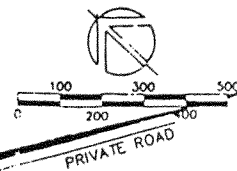
14452 NW LARSON RD. PORTLAND, OR 97231 (503) 286-0793

kpff

CONSULTING ENGINEERS
107 S.W. WASHINGTON ST., SUITE 800
PORTLAND, OREGON 97205
(503) 277-3213

MARTHA F. STIVEN

Owner:
Ken & Patty
Larson



PROPERTY:

TAX LOT "54" SECTION 29 2TNR1W W.M.

PROPOSED USES:

MARINA AND ACCESSORY USES:

2 CARETAKER ACCOMMODATIONS
25 OPEN BOAT SLIPS
55 COVERED BOAT SLIPS

90 BOAT HOUSES
2 PUBLIC RESTROOMS
100 PARKING SPACES

1 SHERIFF RIVER PATROL

kpff

CONSULTING ENGINEERS
707 S.W. WASHINGTON ST., SUITE 800
PORTLAND, OREGON 97205

MARTHA F. STIVEN

Alder Creek
Marina

1.	Background	7
2.	Summary of the Proposal	7
3.	Site and Vicinity Information	8
4.	Comprehensive Plan and Zoning Designations	8
5.	Standards and Analysis:	9
A.	Plan Revision Request	
(1)	Statewide Planning Goals (5, 6, 7, 8, 11, 15)	9
(2)	Plan Revision Criteria	15
(a)	Reasons Exception to Goal 3	16
	Reasons Exception to Goal 14	22
(b)	Comprehensive Plan Policies	25
	Policy #2 (Off-site Effects)	25
	Policy #9 (Agricultural Lands)	25
	Policy #10 (Multiple Use Agricultural Land)	26
	Policy #13 (Air, Water, and Noise Quality)	27
	Policy #14 (Development Limitations)	27
	Policy #15 (Willamette River Greenway)	27
	Policy #16 (Natural Resources)	28
	Policy #26 (Houseboats)	32
	Policy #31 (Community Facilities and Uses)	33
	Policy #33 (Transportation System)	33
	Policy #37 (Utilities)	34
	Policy #38 (Facilities)	34
	Policy #39 (Parks and Recreation Planning)	35
(c)	Effects on Adjacent Lands	35
B.	Zone Change Request	
(1)	Public Interest test	36
(2)	Public Need/ Alternative Sites tests	37
(3)	Comprehensive Plan Policies Analysis	38
(4)	Proof of Change in Neighborhood or Mistake in Plan	38
C.	Community Service Use Request	
(1)	Consistency with area character	38
(2)	Effect on natural resources	39
(3)	Conflicts with farm or forest uses	39
(4)	Public service needs	39
(5)	Outside big game winter habitat areas	40
(6)	Hazardous Conditions	40
(7)	Comprehensive Plan Policies Analysis	40
D.	Willamette River Greenway Permit Request	
(1)	Enhance scenic resources along the river	41
(2)	Provide public access to and along the river	41
(3)	Direct developments away from the river	41
(4)	Preserve agricultural lands	42
(5)	Timber harvest effects on scenic resources	42
(6)	Provide for recreation needs	42
(7)	Protect fish and wildlife habitat	42
(8)	Preserve natural and scenic areas	43
(9)	Provide for public safety	43
(10)	Enhance and protect vegetation along the river	43
(11)	Minimize adverse effects from aggregate extraction	44
(12)	Preserve flood prone areas in a natural state	44
(13)	Protect wetlands	44
(14)	Protect and enhance historic and archaeologic areas	44
(15)	Protect areas with erosion potential	45
(16)	Protect air, water, and noise qualities as development occurs	45
(17)	Provide a 150-foot building setback in rural areas (except water-related)	45
(18)	Apply Design Review to new development in the Greenway	46
(19)	Satisfy applicable Comprehensive Plan policies	46

FINDINGS OF FACT:

1. BACKGROUND:

The Planning Commission held a public hearing on the *Revised Application for "Alder Creek Marina"* on November 4, 1991. After hearing several hours of testimony from applicant's representatives, proponents and opponents, the Commission closed the oral portion of the hearing, but kept the record open for 7-working-days (until November 14, 1991) to allow written evidence or rebuttal of evidence submitted during the hearing.

The record was held open an additional 4-working-days (until November 20, 1991) to allow parties to submit written rebuttal of any new material submitted during the first open record period. Evidence received during the first and second extension periods was distributed to the Commission on November 21, 1991. On December 2, 1991, the Commission deliberated each of the requests. The decisions detailed herein are based upon review of written and other materials received in the record, and oral testimony heard at the November 4, 1991 hearing.

2. Summary of the Proposal:

The applicant provides a detailed project description in their application entitled "*Revised Application For Approval of Alder Creek Marina*" (dated September 27, 1991) on pages 1-3. The revised application modifies and supercedes an earlier "Alder Creek Marina" proposal dated May 24, 1991.

The proposed marina is located in Multnomah Channel, upstream of the Sauvie Island Bridge, on the Island side of the Channel. The proposed marina requires approval of a Plan Revision from Agriculture to Multiple Use Agriculture – with exceptions to Statewide Planning Goal 3 (Agricultural Lands) and Goal 14 (Urbanization) – a Zone Change from EFU to MUA-20, a Community Service Use, and a Willamette River Greenway Permit. The revised application packet is incorporated into this report by reference; however, all findings and conclusions have not been incorporated by this reference. Modifications to some findings and conclusions are identified in this decision.

The proposed marina facilities includes the following boat storage components:

<u># of boats</u>	<u>type of boat storage</u>
90	boat houses;
25	open boat slips;
<u>55</u>	<u>covered boat slips</u>
170	Total boat slips

The proposed marina includes the following accessory uses:

<u>number</u>	<u>type of accessory use</u>
2	caretaker's floating homes;
2	public restrooms
100	parking spaces

3. Site and Vicinity Information:

The 21.8-acre property lies along the east bank of Multnomah Channel, immediately north and south of the Sauvie Island Bridge. The Existing Land Uses description on pages 6 and 7 of the revised application is incorporated by reference. It states that "...uses along the site's shoreline consist of log rafts moored to dolphins." In addition, this area contains Larson's Marine Services, Inc., the applicant's existing water dependent construction activity (WDCA). WDCA are not allowed uses in the existing EFU zone, nor in the proposed MUA-20 zone. The houseboat/boathouse construction use is not a part of this application. The County agreed to suspend its zoning enforcement proceedings regarding the WDCA while the Planning Commission examines the matter and determines their interest (if any) in initiating a legislative amendment to allow WDCA in this or other locations [ref. Stipulated Dismissal Order No. 9003-01597 and C 3-90 file].

The proposed marina site is located on and adjacent to Sauvie Island. Almost all of the southern half of the island is prime, highly productive farmland. Areas immediately to the northeast of the site, across Gillihan Loop Road are cultivated farm lands. The Alder Creek Lumber Company operates near the site to the southeast, at the south tip of the Island. There is also pasture land, the ESCO fill site, and a feed mill to the southeast. The "Cracker Barrel" grocery store is located on Sauvie Island Road, at the northeast corner of the property.

To the west, there are several houseboat, boathouse, and boat slip moorages lining the opposite side of the Channel. The adjacent shoreline has accessory uses supporting the moorages. Lands west of Highway-30 are generally steep forested hillsides, with scattered rural residences. The Angel Brothers rock quarry site lies approximately 1/2 mile to the northwest, beyond Highway 30.

The County approved a CS use and WRG requests on the subject site in 1987 (CS 3-87/WRG 1-87). The prior approval allowed an expansion of a solid waste disposal site for foundry materials (e.g. sand, fire bricks, etc.) from ESCO Corporation's foundry operations. The fill activity has raised the elevation approximately 8-feet on about 10 acres in the southeast portion of the site (Application, page 7; Agricultural Analysis, pg. 2).

4. Comprehensive Plan and Zoning Designations.

The Comprehensive Framework Plan designates most of the east side of Multnomah Channel and Sauvie Island as Agriculture to recognize and protect the County's most significant farm area. The Comprehensive Plan designates the site Agriculture/Willamette River Greenway. The site is zoned EFU/FF/FW/WRG; Exclusive Farm Use District, Flood Fringe, Floodway, Willamette River Greenway. The site's Agriculture/EFU designations have been in place since 1977. The County amended the Comprehensive Plan Map for portions the Sauvie Island in 1983. The 1983 change

identified two Goal 3 Exception areas on the Sauvie Island side of Multnomah Channel. One area is in the vicinity of Reeder and Sauvie Island roads, where existing moorage/marina development lines the east bank for approximately 3/4 mile (Sauvie Island and Mayfair moorages); the County applied an MUA-20 designation to this section of the Channel. Another Goal 3 Exception was identified on the Island side of the Channel at the south tip of the Island, where the Alder Creek Lumber Company operates as a pre-existing use; the County applied an MUA-20 designation here as well.

5. Standards and Analysis:

The following sections present findings regarding the proposed Plan Revision/Goal Exception, Zone Change, Community Service Use, and Willamette River Greenway Permit. Each standard or criteria is presented in *bold italics*, applicant's responses are referenced (by Application page #), or excerpts from the application are presented in *italics*, followed by Commission findings. The decisions are based on separate findings and conclusions for each of the four requests. In fact, each is dependent upon the other associated requests. The Greenway Permit can only be approved if the CS use is also approved. The CS use can only be approved if the Zone Change is also approved; and the Zone Change can only be approved if the Plan Revision/Goal Exception is approved. Conversely, if the Plan Revision or Goal Exception is denied, the Zone Change, CS and WRG Permit requests must also be denied. Or, if the Plan Revision is approved, but the Zone Change fails, then the CS and WRG Permit also fails, and so on.

A. PLAN REVISION REQUEST

(I) MCC 11.05.180: Specifies standards for the plan and revisions.

A plan adopted or revised under this chapter shall comply with ORS 197.175(2)(a), 197.610-.625, and 197.732 if a goal exception is required, including any OAR's adopted pursuant to these statutes.

STATEWIDE PLANNING GOALS ANALYSIS:

Comment: The first Oregon Revised Statute (ORS) cited above [197.175(2)(a)] requires that County plan revisions comply with Statewide Planning Goals. The revised application presents findings relative to Statewide Planning Goals on pages 33-42. Findings below modify applicant's findings for **Goal 5** (Open Spaces, Scenic and Historic Areas, and Natural Resources), **Goal 8** (Recreation Needs), **Goal 11** (Public Facilities and Services), and **Goal 15** (Willamette River Greenway). The Commission accepts the application findings for Goal 6 (Air, Water, and Land Resources) and Goal 7 (Hazards). The Commission further finds that the other Goals are not applicable to the request, except as detailed in section 5(A)(2)(a), Goal Exceptions.

ORS 197.610-.625 establishes notice requirements, appeal and State acknowledgement procedures for proposed changes to a local plan. The record documents that timely notice of the "Alder Creek Marina" application was provided to the Department of Land Conservation and Development (DLCD).

ORS 197.732 provides standards for Goal Exceptions, see section 5(A)(2)(a) below.

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

The Commission disagrees with findings presented regarding compliance with certain Goal 5 resources. The proposed Plan Revision would facilitate development which adversely effects Goal 5 resources, including: open space, fish and wildlife habitat, and scenic areas. These resources are present at the site.

- **Goal 5 – Open Space Resources:** (Application, pgs. 33-34) Goal 5 describes Open Space as lands used for agricultural or forest uses and areas that conserve and enhance natural and scenic resources, and recreation opportunities. County programs must insure open space resources are protected.

Applicant states that "...notwithstanding the placement of floating structures on the waterway upstream of the bridge, ... the impacts on the visual and open space qualities of the site can be mitigated through height and size variations in the siting of the boat houses and covered slips, selection of materials, colors and the addition of landscaping. ... A significant amount of land on the site will be left as open space and could continue to be eligible for agricultural purposes Furthermore, the redesign allows for the log rafts to remain downstream of the Sauvie Island Bridge." (Revised Application, pgs. 33-34)

The placement of 90 boat houses in a continuous row for 2600-feet would adversely effect open space resources on Multnomah Channel. Floating structures and moorages already line most of the west bank from the head of the Channel to 1/2 mile north of the Sauvie Island Bridge. The east bank, including the subject site, remains largely open. If the Channel were "double-loaded" with floating structures, the open space resource above the surface of the river would be greatly diminished. A local example of a "double-loaded" channel can be observed along the Oregon Slough south of Tomahawk Island. Here floating structures encroach into the river from both shores, creating an image akin to an urban street lined with buildings (as viewed from the river).

If the entire site is redesignated to MUA, it creates potential for further open space losses from future moorage or other water-related development. The log raft storage north of the Bridge does not obstruct or significantly effect views and vistas from the river to the shore or from the land to the river. The

proposed revision of this area to MUA would allow marinas (as a Community Service Use) and extend the "double-loaded" area on the Channel to approximately $\frac{3}{4}$ mile.

The pastoral scene along the grass covered dike represents an open space resource protected by current Plan and Zone designations. This open pasture area would be replaced by parked cars and trucks lined up near the crest of the dike, and just 15-20-feet from the ordinary high water (OHW) line of the Channel.

Conclusion: Based on the findings above, rebuttal from the opposition, and evidence in the record, the proposed Plan Revision adversely effects open space resources by: facilitating "double loading" of the Channel with floating structures for $\frac{1}{2}$ mile; setting the stage for further moorage development north of the Bridge on this and adjoining sites; and converting the open dike face to a parking area immediately adjacent to the river bank.

- **Goal 5 – Natural Resources (Fish and Wildlife Habitats):** (Application, pgs. 34-35) Goal 5 requires that County programs protect natural resources, including fish and wildlife areas and habitats. The July 1, 1991 Staff Report identified several concerns regarding fish and wildlife impacts; however, the revised marina design has substantially reduced those effects. Resource agencies, however, remain concerned over the projects's impacts to natural resources. The U.S. Fish and Wildlife service writes "...The service is still concerned about the potential impacts to fish and wildlife and the encroachment into public waterways that may result from the project. These concerns include: the loss of water surface area for public navigation and fishing; loss of riparian habitat; possible introduction of contaminants from concentration of boat use and maintenance; substantial increase in human disturbance; and cumulative impacts of marinas in the Columbia/Willamette River Systems."

The Oregon Department of Fish and Wildlife (ODFW) writes "...The Department would prefer limiting marinas to one side of the Channel.

"Limiting marinas to one side of the Channel would provide an uninterrupted travel route on the opposite, undeveloped bank for fish and wildlife moving through the area. ... The proposed marina would provide cover for fish species that feed on downstream migrating salmonid fingerlings, such as warm water game fish (bass, crappie, etc.) and undesirable species such as squawfish. The warm water game fish would be inaccessible because of the marina, and would provide little recreational value." (Ref. 11/13/91 letter)

Conclusion: The record includes extensive evidence and comment on both sides of this issue. However, the Commission finds that substantial evidence, including the facts cited in the above quoted letters, persuades that the Plan Revision/Zone Change/CS Use/WRG Permit to allow the Alder Creek Marina would adversely effect fish and wildlife habitats.

- **Goal 5 – Natural Resources (Water Areas):** (Application, pgs. 34-35) Goal 5 requires that County programs protect natural resources, including water areas. The proposed use commits significant portions of an actively used public waterway for a static private use. The “Alder Creek Marina” would commit approximately 4-acres of water surface to boat storage (Application, pg.35). While the current log storage use similarly removes water surface from some public use — the log storage use differs from the marina use in some important respects.

Log storage is ephemeral. The water surface covered varies considerably from season to season, based on market demand for forest products. Peter Brix, CEO of Brix Maritime Co. indicates that new log storage areas will not be required if the site is converted to a marina (ref. 1/22/91 letter attached to environmental analysis in original application). Log storage on Multnomah Channel pre-dates the current plan and zoning for the area. Its continued presence in the Channel is not assured, although new log storage areas can be approved as a conditional use in the EFU District [MCC .2012(B)(5)].

The Division of State Lands (DSL) indicates the existing submersible lands lease for log raft storage expires in 1998. The lease allows log storage to extend a maximum of 200-feet from the Ordinary High Water (OHW); refer to State Waterway Lease ML-723. The proposed marina extends between 160-feet to 300-feet into the Channel (from OHW) for most of its 1/2 mile (2,700-feet) length. DSL indicates that it is “...doubtful that the Division would ever approve a 200 foot riverward encroachment for marina/moorage use due to the narrow channel and other competing uses, yet the revised plan continues to call for ‘no net difference in water surface area coverage from historic conditions.’

“The Larsons’ plan indicates that a 300 foot channel will be maintained. This channel width would be accomplished, however, at the expense of each of the other lessees in the vicinity who have already been notified that they will not be allowed any further riverward expansion. ...[T]he Division held the Piazza/Spaziani project across the channel to a maximum riverward encroachment of 130 feet. The Division has uniformly held the riverward encroachments of other lessees in this narrower stretch of the channel to an average of 100 to 130 feet.”

In their November 13, 1991 letter, the Oregon Department of Fish and Wildlife writes that “...one of the Department’s major concerns regarding the proposed marina is the loss of surface area for fish and wildlife and recreational uses.”

Conclusion: The above findings and substantial evidence in the record persuades that the proposed Plan Revision/Zone Change/CS Use/WRG Permit would adversely effect water area resources.

- **Goal 5 – Scenic Areas:** (Application, pgs. 35-36) Goal 5 requires that County programs protect scenic areas. The Island side of the Channel is visually more sensitive to moorage/marina developments. This is primarily due to steep, mostly wooded slopes south and west of the Channel which partially screen the west shore area from most public views (e.g. from Highway 30). This forms a wooded backdrop, and reduces the visual prominence of structures along the west bank (ref. CU/CS 4-91/WRG 1-91, pg. 21). The Alder Creek Marina site is visible from Highway 30, the Sauvie Island Bridge, and the river. From these public vantage points, the east bank of the Channel and dike displays an open, rural-pastoral character. The floating log storage near the east shore does not obscure the bank or dike.

The log rafts visible near the east bank of the Channel would be replaced by more than 90 floating structures. The continuous row of boathouses (and two floating homes) along the Island side of the Channel introduces an urban appearance on the rural scene characterizing the east side of the Channel. The cumulative effect of floating buildings — lining both sides of the Channel for 1/2 mile — diminishes scenic, natural, and recreation resources along the Channel. From the river, the row of floating buildings on the water would reduce or remove views of grassy river banks and open water. Views from land and the Sauvie Island Bridge would also be adversely effected. The floating buildings and boat storage on the water would obscure views of open water, river traffic, wildlife, and would block or diminish panoramic vistas across the water surface, especially as viewed from the west shore.

The photo-imaging in the Visual Analysis does not accurately depict the scenic effects of proposed parking areas and fill along the dike face. It does, however, give some impression of the urban waterway image which would result from lining both sides of the Channel with floating structures (Compare: Figures D-1, D-2, and J-1, J-2).

Conclusion: Substantial evidence in the record persuades that the proposed Plan Revision/Zone Change/CS Use/WRG Permit to allow the marina would significantly and adversely effect scenic resources.

Goal 6: Air, Water, and Land Resources Quality (Revised Application, pg. 37)

Conclusion: The Commission accepts the application findings for Goal 6 (Air, Water, and Land Resources).

Goal 7: Hazards (Revised Application, pg. 38)

Conclusion: The Commission accepts the application findings for Goal 7 (Hazards).

Goal 8: Recreation Needs (Revised Application, pgs. 39-40) Goal 8 requires that government agency plans satisfy and provide for recreation needs of citizens and visitors. The application indicates that "... *Statewide Planning Goal 8 specifically recognizes the need to provide for the siting of necessary recreation facilities, such as moorages and marinas for that portion of the boating public that require in-water storage. The State Marine Board recognizes the need for permanent moorage space for larger boats ... in the Portland metropolitan area...*" Historic recreation use of this area of the Channel includes fishing, water skiing, canoeing, kayaking, wildlife viewing, and sight-seeing.

The application indicates that demand for in-water boat storage exceeds current supplies, and that a public need exists for this type of recreation facility. Goal 8 asks that recreation needs be met in appropriate proportions, locations, and quantity as is consistent with available resources. The Goal Exception section below identifies several alternative sites for the proposed use. Marina development at the alternative sites would not result in "double-loading" the Channel; this reduces adverse effects to open space and scenic resources upon which existing recreation use of the Channel depends. The Commission finds that the proposed revision would adversely effect several of the above noted recreation uses at this site.

The State Parks and Recreation Department noted that Goal 8 does not mandate provision of in-water boat storage in the waters of the State. Further, they cite ORS 390.314 which cautions that, for the public benefit, it is necessary to limit land use changes and intensifications along the Willamette River to assist in the preservation of "...*natural, scenic, historical and recreational qualities...*" (Ref. Goal 15 findings below and 11/4/91 State Parks letter).

Conclusion: The record includes extensive and contradictory comments, opinions, and interpretations of Goal 8 and the relationship to the proposed use and recreational needs of the state. The Commission finds that substantial evidence persuades that the proposed Plan Revision to allow the marina is not consistent with Goal 8.

Goal 11: Public Facilities and Services (Revised Application, pg. 41) A majority of the Planning Commission was not persuaded that the record demonstrated that existing or planned public services and facilities could adequately serve the development. During their deliberation, Commissioners cited fire safety needs, traffic safety, boating safety, and sewage/stormwater facilities as issues relevant to Goal 11. The Commission doubted the Island's fire department was equipped to meet the service demands of the proposed use.

Goal 15: Willamette River Greenway (Revised Application, pgs. 41-42)

Goal 15 requires that County plans and programs protect, conserve and enhance natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River (includes Multnomah Channel). The Commission disagrees with applicant's findings regarding Goal 15. The proposed marina would remove agricultural use along this section of the Greenway, and it would displace both passive and active recreational uses on the water for a largely private recreational facility. The Commission finds the proposed conversion and intensification of use at this location inconsistent with the Greenway Goal. State Parks Department comments support this conclusion in a letter dated November 4, 1991. Findings below for the WRG Permit request further support the conclusion [Ref. section 5(D)(1 - 19)].

Conclusion: Substantial evidence persuades that the proposed Plan Revision/Zone Change/CS Use/WRG Permit for a marina is not consistent with Goal 15.

GOAL EXCEPTIONS ANALYSIS:

(2) MCC 11.05.290: The burden of proof is upon the person initiating a quasi-judicial plan revision. That burden shall be to persuade that the revision is:

(a) Consistent with the procedures of ORS 197.610-.625 and the standards of ORS 197.732 if a goal exception is required, including any OAR's adopted pursuant to these statutes.

Comment: Reference findings in 5(A)(1) above regarding ORS 197.610-.625. ORS 197.732 sets out standards for reviewing Goal Exceptions.

Oregon Administrative Rules (OAR) describe "Exceptions" as Comprehensive Plan provisions that exclude specific properties or situations from some or all Statewide Planning Goals. The county must assure that findings of fact and a statement of reasons supported by substantial evidence justify an exception to a State Goal [Ref. ORS 197.732(1); Goal 2, Land Use Planning; and, OAR 660-04-000 — 035].

The application presents findings supporting a "Reasons Exception" as justification for removing the subject site from Statewide Planning Goal 3, (Agricultural Lands), refer to the Revised Application pgs. 42-49, and the GOAL EXCEPTION ANALYSIS in the Appendix.

The application and evidence in the record (Ref. 11/14/91 DLCD letter) suggests that an Exception to Goal 14, (Urbanization) may also be necessary to approve the use at this site. The Goal Exceptions Analysis (pg. 18) indicates that "...residents of Multnomah, Clackamas, Washington and Columbia counties provide the

primary source of need for permanent marina facilities in the area."

The Commission concludes that a marina *per se* is not an urban use, however, the proposed Alder Creek Marina is "urban" for purposes of applying State Goals. The Commission found the proposed marina to be an urban use because:

1. Evidence indicates the use is directly dependent upon an economic link to the Portland urban area in terms of proximity and the user groups it would serve.
2. The boathouses and boat storage facilities would be an on-going, constant use at the site generally serving urban residents. This contrasts with more transitory, occasional rural recreation uses which serve urban or out-of-area groups (e.g., boat ramps, campgrounds, fishing areas, scenic features).
3. The size and intensity of the use and facilities proposed exceed that characteristic of and compatible with rural densities.

REASONS EXCEPTION (Goal 3, Agricultural Lands):

- *Reasons justify why the state policy embodied in the applicable goals should not apply;* [OAR 660-04-020(1)]

Comment: (Application, pgs. 42-49) The applicant notes that demand for boat slips and boat storage exceeds their supply in the region. This does not alone demonstrate a public need or interest in satisfying that demand — or that the demand should be met on this site. Two court cases underscore this issue. In Still v. Marion County 42 OR APP 115 (1979) and Weyerhaeuser v. Lane County 7 OR LUBA 42 (1982), the courts and LUBA found that market demand is not adequate reason under Goal 2 for locating housing on rural resource land.

The river system in the Portland region is a finite resource serving many users and functions. Storage of recreational boats on the region's rivers must be balanced with other river uses (e.g., commercial and recreational boating, fish and wildlife habitat, public open space, industry, etc.). The revised application and other evidence presents extensive discussion asserting that the boating public needs in-water storage areas on the region's rivers for "larger" boats. Applicants argue that a public need for such facilities warrants excepting this site from the protections and purposes of Goals 3 and 14. The record also identifies several other public needs which rely upon resources evident at the site. For example, the State Parks and Recreation Department notes that "...[T]he application does not address why boat storage would have a higher public recreation value than other recreational uses (scenic viewing, canoeing, watching wildlife, driving for pleasure, etc.) that are also in need of an adequate resource base."

Conclusion: The record does not persuade that reasons sufficiently justify the exception to Goal 3 (Agricultural Lands).

- *Areas which do not require a new exception cannot reasonably accommodate the use;* [OAR 660-04-020(1)]

Comment: (Revised Application, pgs. 42-43) The application does not adequately demonstrate that existing exception areas cannot reasonably accommodate the marina use. Sections below describe alternative sites along the Channel and inside the UGB which could *reasonably accommodate* the proposed marina use.

The application states that "...on the mainland side, from the Multnomah County line upstream to Rocky Point [is] one of the few areas for houseboat development, as outlined by Policy 26, and therefore ought not to be sacrificed for other uses..." Yet the three most recent moorage approvals in the Policy 26 area on the Channel included boathouses or boat slips (as well as floating homes). CS 16-86 authorized 35 boathouses (and 16-houseboats) at 26400 NW St. Helens Road. CS 9-86 authorized 38 boathouses (and 19-houseboats) in the channel at 27448 NW St. Helens Road. CS 4-91 authorized 37 boat slips (and 19-houseboats). There is no mandate or County policy to preserve Policy 26 waterfronts exclusively for floating homes, nor are floating homes identified as a needed housing type by State goals or County policy.

Four (4) alternative sites in the north — *suitable-for-houseboats* — reach of the Channel could reasonably accommodate a marina use . They are:

Hamer/Rask Site:

Location	Multnomah Channel at County Line
Legal	Tax Lot '57', Section 25, 3N-2W
Area	40.00 Acres
Waterfrontage	1000-feet (approx.)

Casselman Site:

Location	NW St. Helens Road/Multnomah Channel
Legal	Tax Lot '8', Section 25, 3N-2W
Area	18.65 Acres
Waterfrontage	700-feet (approx.)

Weilert Site:

Location	26312 NW St. Helens Road
Legal	Tax Lot '12', Section 25, 3N-2W
Area	14.15 Acres
Waterfrontage	750-feet (approx.)

Bassett Site:

Location	St. Helens Road/Multnomah Channel
Legal	Tax Lot '30', Section 36, 3N-2W
Area	8.5 Acres
Waterfrontage	850-feet (approx.)

In addition to the Policy 26 sites detailed above, there are two (2) large properties on Multnomah Channel currently on the market, and three (3) other properties, all of which have appropriate plan and zone designations and river frontage to *reasonably accommodate* a marina use without requiring a goal exception:

Kaptur Site: (For Sale 10/24/91)

Location	21600 NW St. Helens Road
Legal	Tax Lot '7', Section 1, 2N-2W
Area	151.96 Acres
Waterfrontage	7000-feet (approx.)
Access	Highway 30 (5-lane highway) existing rail crossing
Wetlands	Approximately 60% of site
Owner	Kaptur Estate

Palmberg Site: (For Sale 10/24/91)

Location	17622 NW St. Helens Road
Legal	Tax Lots '33', '34', '90', & '95', Section 18, 2N-1W
Area	148.75
Waterfrontage	3500-feet (approx.)
Access	Highway 30 (5-lane highway) existing rail crossing
Wetlands	Approximately 80% of site
Owners	Judith Kujala & Marian Palmberg

Heerman Site:

Location	St. Helens Road/Multnomah Channel
Legal	Tax Lot '1', Section 1, 2N-2W
Area	45.56 Acres
Waterfrontage	1400-feet (approx.)

Vernon Co. Site:

Location	St. Helens Road/Multnomah Channel
Legal	Tax Lot '5', Section 12, 2N-2W Tax Lot '2', Section 7, 2N-1W
Area	115.17 Acres
Waterfrontage	4000-feet (approx.)

Holmes Site:

Location	St. Helens Road/Multnomah Channel
Legal	Tax Lot '3', Section 7, 2N-1W
Area	68.67 Acres
Waterfrontage	1800-feet (approx.)

The Lessor report (Appendix I in the application) indicates that *"...access across the BN tracks is restricted to existing crossings and any upland areas out of the wetlands and adjacent to the Channel are generally not accessible. The construction of roads and parking requires extensive fill and wetlands mitigation making development extremely difficult, if not impossible."* However, the Commission notes that marinas are not required to elevate their parking areas above the 100-year flood elevation; this reduces the need for fill in the low lying west-Channel corridor (between Burlington and Scappoose). Houseboat moorages, on the other hand, must elevate parking [per MCC .7020(B)]. Even so, the County has approved variances to parking elevation requirements for two floating home moorages at 26400 NW St. Helens Road (HV 20-86) and 27448 NW St. Helens Road (HV 7-86) in recognition of physical constraints on some sites.

The applicant submitted several letters indicating some of the identified alternative sites are not available to the applicant for purchase or development. The criteria states that *"...Areas which do not require a new exception cannot reasonably accommodate the use"* [OAR 660-04-020(1)]. It does not stipulate that such areas must be available to or owned by an applicant. The letters submitted do not persuade that the alternative sites cannot reasonably accommodate a marina use; in fact, several support an opposite conclusion. For example, the letter from Bill Casselman (concerning the Casselman and Weilert sites) indicates *"...we are in the process of considering it's development.... we have invested considerable amount of time and money developing the facilities of sufficient capacity to handle the above property (sewer and water)."* Mr. Casselman developed two moorages in this immediate area in the 1980's: one with boat slips, and one with boathouses and houseboats.

The November 4, 1991 letter from Janis Johnson and Richard Tonneson (concerning the Bassett Site) declares their plans *"...to expand Rocky Point Marina, utilizing the newly acquired vacant property."* The Rocky Point Marina includes houseboats, boat slips and boathouses.

The letter from Patt and Jan Hamer (regarding the Hamer/Rask Site) indicates the *"...River's Bend Marina is in the final stages of development."* The County approved plans for 38 boathouses and 19 houseboats at this site in 1986 (Ref. CS 9-86). The above cited letters suggest that these alternative sites can in fact **reasonably accommodate** a marina use without a Goal Exception.

At the November 4, 1991 hearing, the applicant argued that the private rail crossings accessing several of the alternative sites must be upgraded to "public crossings" if a marina were developed on the Channel. They noted that crossing lights and other improvement standards imposed by the Public Utility Commission are expensive.

Planning Staff and the applicant contacted Craig Reiley, Manager, Crossing Safety Section at the Public Utility Commission. Mr. Reiley indicated that

rail crossings **open to and used by the public** require a public crossing. This typically includes signal lights and improvements to the road base and rail crossing. Mr. Riley estimates a new public crossing costs between \$80-100,000 (Ref. 11/12/91 letter to Martha Stiven). He also indicates that "...[I]f a marina was not open to and used by the general public, and access to the facility was regulated by a locked gate, a public crossing would not be needed."

Planning Staff and the applicant also contacted Charles Lundgren, at the Burlington Northern office in Seattle. The rail company has private crossing agreements with individual property owners which are usually tied to a specific land use. At the time the use of the land changes, the crossing agreement either must be rewritten, or a public crossing must be established if the use proposed is **open to and used by the public**. Mr. Lundgren indicated that lights and gates for a public crossing typically range from \$60,000 to \$80,000.

If a marina were to develop on one of the alternative sites on the west side of Multnomah Channel, the developer would either upgrade the crossing to "public" standards or develop a means to control the crossing to maintain a private crossing status. This could include a card-lock gate system for moorage tenants, a security guard, or other means to restrict public access to and use of the crossing. The potential expense of developing a public crossing does not render a site undevelopable, nor does it demonstrate that it cannot reasonably accommodate a marina use. Rather, it is a cost factor which should be considered by a prospective developer when determining whether market conditions will support a given project.

While the costs of rail crossings likely effects land sales negotiations, development expenses, slip lease rates, and other financial considerations, it appears irrelevant when determining whether a site can *reasonably accommodate* a marina use.

In testimony and written rebuttal, the applicant argued that wetland areas on several of the alternative sites make marina development along the Channel difficult and expensive. The Commission agrees that the presence of wetlands **effects** several of the identified alternative sites (ref. Significant Wetlands Map). However, the presence of wetlands on these properties does not demonstrate that they cannot reasonably accommodate a marina use.

For example, three of the identified properties have more than 100-acres, one has nearly 70-acres, and one has 40-acres. The proposed 170-boat marina uses only 2.8 acres of land for roads and parking (Revised Application, pg.34). Even if additional land is needed for an access road from Highway 30 to the Channel, the alternative sites would only need about 4 to 5-acres for roads and parking to serve an equivalent scaled marina use. The roads and parking areas can be developed on upland (non-wetland) areas on each alter-

native site, or removal/fill permits may be necessary in some situations. The proposed Alder Creek Marina, for example, includes a substantial fill along the face of the dike to accomplish its parking needs. The River's Bend Marina planned by Jan and Patt Hamer includes 500 cubic yards of fill and wetlands mitigation work to develop a 1000-foot access road and parking near the Channel [Ref. Corps Permit 071-0YA-2-006913]. ODFW "... biologists found that wetlands were present at most of the alternative sites. Marina development at these sites would have to minimize and mitigate for wetland losses." [Ref. 11/13/91 ODFW letter]

The Commission noted that the standard does not require a finding that an alternative site is the best or that it would have fewer adverse effects than the proposed exception site; rather, the standard asks that the alternative site(s) have a reasonable ability to accommodate the use. The above facts persuade that several sites not requiring a new exception could reasonably accommodate the proposed use.

Conclusion: The above findings and evidence in the record persuade that several other sites provide marina development opportunities on existing rural exception lands. The application does not satisfy this exception criteria.

- *The long term environmental, economic, social and energy (EESA) consequences resulting from the use at the proposed site --with measures designed to reduce adverse impacts-- are not significantly more adverse than would typically result from the same proposal being located in other areas requiring a Goal exception; [OAR 660-04-020(1)]*

Comment: (Application, pg. 43): The Commission concurs that alternative Goal 3 (EFU) lands where a marina use could conceivably develop are limited in unincorporated Multnomah County. Waterfront sites along the east side of Multnomah Channel, and elsewhere on Sauvie Island are the only viable alternatives. The EESA consequences of the use at this site are no greater than at other Goal 3 (EFU) sites where marinas could potentially develop.

- *The proposed uses are compatible with other adjacent uses or will be rendered through measures designed to reduce adverse impacts. [OAR 660-04-020(1)]*

Comment: The area surrounding the subject site is described above under Finding #3. The west bank of the Channel has been traditionally characterized by houseboat and marina uses. Moorage development and floating structures are not common to the east side of the Channel.

The proposed Plan Revision/Zone Change/CS Use/WRG Permit would significantly change the scale and intensity of use on the Island (east) side of the

Channel. Existing moorages on the opposite side, and the two (2) downstream on the Island side, typically extend about 100 to 130-feet into the Channel (based on review of air photos and DSL leases). The proposed marina extends between 160 to 300-feet into the Channel (from OHW), substantially more than is characteristic of similar uses in the area (Ref. DSL letter dated October 18, 1991).

Conclusion: The above findings and substantial evidence in the record persuade that the scale and intensity of the proposed use is not compatible with the rural – agricultural character on the east side of Multnomah Channel. The waterward extension of the proposed marina is not compatible with similar moorage development across the Channel. If approved, conditions should be imposed to mitigate these effects.

REASONS EXCEPTION (Goal 14: Urbanization):

- *Reasons justify why the state policy embodied in the applicable goals should not apply; [OAR 660-04-020(1)]*

Comment: (Revised Application, pg. 41) As noted above in section 5(A)(1), Plan Revisions must be consistent with Statewide Goals, unless Exceptions are taken for specific properties or situations to exclude a State Goal or Goals. Goal 14 requires that County plans and programs provide for an orderly and efficient transition from rural to urban land use. In an October 18, 1991 letter regarding the revised marina proposal, DLCD Staff write that "...The request requires an exception to ... Goal 14, Urbanization to allow a non-farm urban use on rural agricultural land.

"The department requests that Multnomah County deny this application ... it does not address requirements for a Goal 14 exception." (Ref. 10/18/91 letter)

The application cross-references to various other sections in the submittal to address seven factors in Goal 14. However, these seven factors guide a city or county (or Metro in the case of Portland) when evaluating a new or amended UGB. Notwithstanding the applicants' testimony that the essential difference between a Goal 14 exception and the Goal 3 exception is a showing that alternative sites **inside** the UGB are unavailable for the proposed use, the applicants did not specifically provide **reasons** why the state policy embodied in Goal 14 should not apply to the proposed use. The Commission found the reasons offered for the Goal 3 exception inadequate to justify that exception. The same reasons similarly do not justify the Goal 14 exception.

Conclusion: The record does not persuade that reasons sufficiently justify the exception to Goal 14 (Urbanization).

- *Areas which do not require a new exception cannot reasonably accommodate the use; [OAR 660-04-020(1)]*

Comment: (Appendix I, Goal Exceptions Analysis) As noted above, the Goal 14 Exception must evaluate urban waterfront sites within the study area which could reasonably accommodate a marina use.

The application limits the review of alternative sites to the Columbia River system, as defined in Appendix I, Goal Exceptions Analysis (pg. 8). It indicates that "...the geographical area of the alternative sites analysis includes the Oregon side of the Columbia River from St. Helens to Troutdale, the North Portland Harbor, the Multnomah Channel, and the lower Willamette River from the St. Johns Bridge to the mouth of the Willamette River. Marina locations on the Willamette River, further upstream from the St. Johns Bridge, are too distant with respect to boat travel time to satisfy the need for Columbia River marina facilities."

The record includes a November 4, 1991 letter from Michael Rupp, DLCD's Plan Review Manager. Mr. Rupp indicates that *"...examination of alternative sites outside the area of public need, as established by the applicant, is not required for the alternative sites analysis."* Based upon this letter, and the aforementioned study area limits, the applicant dismisses alternative marina sites on the Willamette River upstream of the St. Johns Bridge. However, DLCD later wrote that *"...the county may find that the area of public need is different than the study area established by the applicant."* (Ref. 11/14/91 letter) The Commission finds that the applicant's study area is appropriate and adequate to address the identified need.

There are additional marina development opportunities in the Oregon Slough and Columbia South Shore, between the rail road bridge upstream to roughly 185th Drive. Portland Planners indicate virtually the entire Columbia River shore in the reach cited above allows moorage/marina development as an outright or conditional use [Ref. 11/13/91 Portland Planning Bureau letter]. The Alternatives Analysis discounts much of this reach, stating *"...There is minimal land area available for parking, and the Port of Portland and City of Portland would oppose additional access across the existing bike path."*

"The area east of I-205 to NE 122nd is not available for marina development due to limited access from Marine Drive, the difficulty of obtaining vehicular access across the bike path, and the inadequate land areas between Marine Drive and the water for parking."

"The area from N.E. 122nd to N.E. 223rd also suffers from the same problems above, particularly inadequate land area for access and parking between Marine Drive and the water."

The above design factors do not persuade that all of the extensive undeveloped waterfront sites along NE Marine Drive cannot reasonably accommodate the use. The revised application shows that parking area needs for a marina are not great; the proposal fits most parking within a 36-foot wide strip. Access across the Marine Drive bike path poses design challenges; it does not preclude moorage development. The Commission also noted that OAR 660-04-020(1)(2)(b)(C) provides that "...[T]his alternatives areas standard can be met by a broad review of similar types of areas rather than a review of specific alternative sites...". Evidence in the record persuades that there are alternative sites inside the UGB which could reasonably accommodate the proposed use.

Conclusion: The Commission concludes that substantial evidence in the record persuades that alternative urban sites in the identified study area could reasonably accommodate the proposed use.

- *The long term environmental, economic, social and energy consequences resulting from the use at the proposed site –with measures designed to reduce adverse impacts– are not significantly more adverse than would typically result from the same proposal being located in other areas requiring a Goal exception; [OAR 660-04-020(1)]*

Comment: (Application, pg. 43): The Commission concurs that alternative resource lands where a marina use could conceivably develop are limited in unincorporated Multnomah County. Waterfront sites along the east side of Multnomah Channel, and elsewhere on Sauvie Island are the only viable alternatives. The EESE consequences of the use at this site are no greater than at other Goal 3 (EFU) sites where marinas could potentially develop.

- *The proposed uses are compatible with other adjacent uses or will be rendered through measures designed to reduce adverse impacts. [OAR 660-04-020(1)]*

Comment: The area surrounding the subject site is described above under Finding #3. The Commission finds the urban character of the proposed marina incompatible with the existing rural-agricultural uses characteristic of the Island side of the Channel. The Commission noted that OAR 660-04-020(1)(2)(d) indicates that "...[T]he exception shall demonstrate that the proposed use is situated in such a manner as to be compatible with surrounding natural resources and resource management or production practices." Evidence persuades that the criteria is not satisfied.

COMPREHENSIVE PLAN POLICIES ANALYSIS:

MCC 11.05.290 The applicant shall persuade that the revision is based on:

- (b) *Evidence that the proposal conforms to the intent of relevant policies in the Comprehensive Plan or that the Plan policies do not apply. In the case of a land use Plan map amendment for a commercial, industrial, or public designation, evidence must also be presented that the plan does not provide adequate areas in appropriate locations for the proposed use;*

Comment: (Revised Application, pgs. 49-78) The following policies of the County's Comprehensive Plan are found applicable to this request: Policy 2 (Off-site Effects); Policy 9 (Agricultural Land); Policy 10 (Multiple Use Agricultural Land); Policy 13 (Air, Water and Noise Quality), Policy 14 (Development Limitations); Policy 15 (Willamette River Greenway); Policy 16 (Natural Resources); Policy 26 (Houseboats); Policy 31 (Community Uses & Facilities); Policy 33(a) (Transportation System); Policy 37 (Utilities); Policy 38 (Facilities); Policy 39 (Recreation).

1. Policy 2 – Off-site Effects.

THE COUNTY'S POLICY IS TO APPLY CONDITIONS TO LAND USE APPROVALS TO PROTECT THE PUBLIC FROM POTENTIAL ADVERSE EFFECTS; OR MEET PUBLIC SERVICE NEEDS CREATED BY THE PROPOSED USE. [PARAPHRASED]

Comment: The Commission recommends denial of the Plan Revision and associated requests; however, if approved, conditions of approval should be applied to ameliorate identified adverse effects. Specifically, the Plan Revision and Zone Change — if approved — should not include the portion of the property north (downstream) of the Sauvie Island Bridge. That portion of the site is not required for the proposed marina use, and reasons offered for the Goal Exception do not justify removing Goal 3 protections north of the Bridge. Conditions could achieve consistency with this policy.

2. Policy 9 – Agricultural Land.

THE COUNTY'S POLICY IS TO DESIGNATE AND MAINTAIN AS EXCLUSIVE AGRICULTURAL AREAS WITH: CLASS I—IV SOILS AND WITH PARCEL SIZES SUITED TO COMMERCIAL FARMING, AREAS PREDOMINANTLY IN COMMERCIAL AGRICULTURAL USE, AREAS NOT IMPACTED BY URBAN SERVICES, AND OTHER AREAS – PREDOMINANTLY SURROUNDED BY COMMERCIAL FARMS – NECESSARY TO PERMIT FARM PRACTICES ON ADJACENT LANDS.

IT IS COUNTY POLICY TO RESTRICT THE USE OF THESE LANDS FOR FARMING AND OTHER USES – CONSISTENT WITH STATE LAW – RECOGNIZING THE INTENT TO PRESERVE THE BEST AGRICULTURAL LANDS FROM INAPPROPRIATE AND INCOMPATIBLE DEVELOPMENT. [PARAPHRASED]

Comment: (Revised Application, pg. 51) The Framework Plan designates most of the east side of Multnomah Channel as Agriculture, in part to prevent incompatible or conflicting land uses adjacent to the County's most significant area of prime farmland (*i.e.*, Sauvie Island).

The 21.8 acre parcel has 4200-feet of waterfront on the Island side of Multnomah Channel. The Channel forms the west boundary of Sauvie Island for approximately 8-miles in Multnomah County. Approximately 6-miles of the channel frontage is designated Agriculture (zoned EFU). Approximately 2-miles of waterfront – in two 1-mile sections – is designated Multiple Use Agriculture (zoned MUA-20). Both MUA waterfront sections were applied to pre-existing non-farm uses. The MUA area at the south tip of the Island was applied to the Alder Creek Lumber mill site. The MUA area near Reeder Road was applied to the Sauvie Island and Mayfair moorages. The MUA designations on the Island side of the Channel recognized these pre-existing water-related activities. The agriculture (EFU) designations for the balance of the waterfront limits future water oriented uses on the Island side of the Channel. This plan revision request significantly changes this pattern and removes that protection along the Channel. The applicant has not carried the burden necessary to show that the proposed Plan Revision/Zone Change/CS Use would not adversely effect agricultural uses on the Island.

If approved, the Plan Revision and Zone Change should not extend north of the S.I. Bridge to avoid or minimize cumulative effects to the Channel. Changing the Plan and Zone north of the Bridge would set the stage for further moorage development on this and other properties on the Island side of the Channel, adding further to the conflicts between recreation and agricultural uses on the Island.

3. Policy 10 – Multiple Use Agricultural Lands

THE COUNTY'S POLICY IS TO DESIGNATE AND MAINTAIN AS MULTIPLE USE AGRICULTURE: AREAS GENERALLY IN SMALL SCALE AGRICULTURAL USE, AND OTHER AREAS WITH LOT SIZES, USES, SERVICE LEVELS OR PHYSICAL CONDITIONS NOT CONDUCTIVE TO COMMERCIAL FARMING.

MULTIPLE USE AGRICULTURAL USES ARE RESTRICTED TO THOSE COMPATIBLE WITH ADJACENT EXCLUSIVE FARM USE AREAS. [PARAPHRASED]

Comment: (Revised Application, pgs. 52-53). Refer to findings above for Policy 9. Policy 10 restricts MUA uses to those compatible with EFU areas. The proposed marina may be incompatible with adjacent EFU areas by introducing additional new non-rural traffic onto the island. The Commission finds that evidence persuades that the plan revision is generally consistent with this policy.

If approved, the Plan Revision and Zone Change should not extend north of the S.I. Bridge to avoid or minimize cumulative effects to the Channel. Changing the Plan and Zone north of the Bridge would set the stage for further moorage development on this and other properties on the Island side of the Channel, adding further to the conflicts between recreation and agricultural uses on the Island.

4. Policy 13 – Air, Water, and Noise Quality.

THE COUNTY'S POLICY IS TO SUPPORT CITIZEN AND AGENCY EFFORTS TO MAINTAIN OR IMPROVE AIR AND WATER QUALITY, AND REDUCE NOISE LEVELS. IT IS THE COUNTY POLICY TO PARTICIPATE IN STATE AND REGIONAL PLANS & PROGRAMS TO REDUCE POLLUTION, MAINTAIN HEALTHY AIR & WATER QUALITIES, AND PREVENT OR REDUCE EXCESSIVE NOISE LEVELS. NOISE-GENERATING USES SHOULD BE LOCATED AND DESIGNED TO MINIMIZE EFFECTS TO NOISE-SENSITIVE USES. [PARAPHRASED]

Comment: (Revised Application, pgs. 53-54) The record contains conflicting evidence regarding air, water, and noise quality effects from the proposed marina use. The Commission relies upon the application findings and is persuaded that the proposed uses can be developed consistent with this policy.

5. Policy 14 – Development Limitations.

[PARAPHRASED]

THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AWAY FROM AREAS WITH PHYSICAL LIMITATIONS — OR REQUIRE DESIGNS WHICH MITIGATE OR AVOID ADVERSE EFFECTS. THE POLICY APPLIES TO: HILLSIDES IN EXCESS OF 20% SLOPE; AREAS WITHIN THE 100-YEAR FLOOD PLAIN; AND SITES WITH SEVERE EROSION POTENTIAL, *ETC.*

Comment: (Revised Application, pgs. 54-55) The site is in an identified flood hazard area. It is not identified on the County slope hazards map. The application adequately demonstrates the proposed uses can be developed consistent with this policy.

6. Policy 15 – Willamette River Greenway

THE COUNTY'S POLICY IS TO PROTECT, CONSERVE, ENHANCE, AND MAINTAIN THE NATURAL, SCENIC, HISTORICAL, AGRICULTURAL, ECONOMIC, AND RECREATIONAL QUALITIES OF LANDS ALONG THE WILLAMETTE RIVER.

FURTHER, IT IS POLICY TO REQUIRE SPECIAL REVIEW OF ALLOWED USES TO ENSURE MINIMUM IMPACT TO VALUED RESOURCES, AND MITIGATE LOST VALUES TO THE GREATEST EXTENT POSSIBLE. [PARAPHRASED]

Comment: (Revised Application, pg. 55-56) The revised application displays greater sensitivity to the Greenway policy and Zoning Code Greenway standards. However, the application indicates that "...there will not be any changes to the existing shoreline." The Commission doubts the accuracy of this statement. The proposal includes the placement of fill material on the face of the dike to create a flat area for the road and parking. The illustration in Exhibit 8 (Visual Analysis) indicates the "toe" of the fill-slope will be at or below the ordinary high water line. This proposal, it would seem, will change the existing shoreline and diminish the riparian zone along the edge of the Channel.

The Plan Revision/Goal Exception would facilitate development which diminishes valued natural, scenic and recreation resources in the Greenway. As noted in the Goal 5 analysis [4(A)(1)], the proposed marina would significantly diminish natural, scenic and open space resources in the Greenway. Substantial evidence in the record supports this conclusion (e.g., ODFW letter dated 11/13/91; Parks Services letter dated 10/24/91; and State Parks letter dated 11/4/91). Evidence in the record does not persuade that the use would be consistent with the Greenway policy.

7. Policy 16 – Natural Resources

THE COUNTY'S POLICY IS TO PROTECT NATURAL RESOURCES, CONSERVE OPEN SPACE, AND TO PROTECT SCENIC AND HISTORIC AREAS AND SITES. THESE RESOURCES ARE ADDRESSED WITHIN SUB-POLICIES 16-A THROUGH 16-L.

Comment: (Revised Application, pgs. 56-65) The Commission concurs with applicant's findings relative to Policy 16 except as detailed below for sub-policies 16-A, 16-D, 16-E, 16-F, and 16-G:

• 16-A OPEN SPACE

IT IS POLICY TO CONSERVE OPEN SPACE RESOURCES AND PROTECT OPEN SPACES FROM INCOMPATIBLE AND CONFLICTING LAND USES. [PARAPHRASED]

Comment: Strategies identified in this Framework Plan sub-policy include:

- **"Designate agricultural and forest lands with large lot zones to conserve open character of such areas."**
- **"Apply ...WRG, FW and FF overlays along rivers and other water features, as appropriate, to restrict and control the character of development in these areas to enhance open spaces."**
- **"Review uses conditionally allowed in farm ... zones to insure that open space resources are conserved and enhanced."**

The *Comprehensive Framework Plan 1989 Supplemental Findings* describes Open Space as "...lands used for agricultural or forest uses and any land area that would, if preserved and continued in its present use: ...

Conserve and enhance natural and scenic resources; ... (and)
Enhance recreation opportunities..."

Plan findings recognize that open space resources overlap with several other Goal 5 resources. Fish and wildlife habitats, natural areas, water areas, wetlands, and scenic areas, all normally occur within an open space context. The other general areas of the County identified as open space resources are "...lands used for agricultural or forest uses..." [ref. Supplemental Findings, page 19].

Applicant states that *"...notwithstanding the placement of floating structures on the waterway ... the impacts on the visual and open space qualities of the site can be mitigated..."* (Revised Application. pg. 57). However, this ignores the open space lost by replacing floating logs with boats and floating structures. If the Channel is "double-loaded" with floating structures, it adversely effects the open space resource above the surface of the river. A local example of lost open space resources on a waterway can be observed along the Oregon Slough south of Tomahawk Island. Here floating structures encroach into the river from both shores, creating an image from the river of an urban street wall. The open space effect to a river reach is not nearly as pronounced when one bank remains open and free of structures.

If the Alder Creek Marina is approved, the row of boathouses should be broken into smaller sections and separated by sections of uncovered boat storage or open water. This would maintain some open views to the dike and mitigate for some of the open space loss on the river.

Conclusion: The Plan Revision/Zone Change/CS Use/WRG Permit would facilitate a significant loss of open space. The Commission finds the proposal inconsistent with this sub-policy.

- **16-D FISH AND WILDLIFE HABITAT**
IT IS POLICY TO PROTECT SIGNIFICANT FISH AND WILDLIFE HABITAT.
[PARAPHRASED & EDITED]

Comment: The U.S. Fish and Wildlife Service submitted comment relative to this sub-policy (Ref. October 23, 1991 letter):

"...Although the proposed project has been considerably reduced and fish and wildlife impacts decreased, this project is still larger than any other in the Portland Metro area, according to Appendix I of the revised application. The cumulative impacts and precedence of such a large project should be seriously considered prior to any changes in local ordinances.

"The Multnomah Channel is used by several species of anadromous fish for migration, feeding, and rearing. These include chinook and coho salmon; steelhead and cutthroat trout; American shad; and white sturgeon. Numerous species of resident warmwater fish species also occur in the channel. Anglers fish in the vicinity of the proposed project predominantly for warmwater game species. Angling for spring chinook in the area is also an important public use.

"The wetland/riparian system at the project site provides habitat for wildlife. The area surrounding the site is predominately developed, however a large area of agricultural land to the north of the site also provides habitat which is utilized by wildlife species, particularly waterfowl. The site serves as a corridor for wildlife species, allowing some access to open water where it is recommended that 2 acres downstream of the project be donated to the County for public access, and access should be allowed at the breakwater.

"The Service is still concerned about the potential impacts to fish and wildlife and the encroachment into public waterways that may result from the project..."

As noted above under the Goal 5 findings, ODFW writes, "...The Department would prefer limiting marinas to one side of the Channel.

"Limiting marinas to one side of the Channel would provide an uninterrupted travel route on the opposite, undeveloped bank for fish and wildlife moving through the area. ... The proposed marina would provide cover for fish species that feed on downstream migrating salmonid fingerlings, such as warm water game fish (bass crappie, etc.) and undesirable species such as squawfish. The warm water game fish would be inaccessible because of the marina, and would provide little recreational value."

Conclusion: The Plan Revision/Zone Change/CS Use/WRG Permit to allow the revised Alder Creek Marina would adversely effect fish and wildlife habitats. Reference related findings below under sub-policy 16-G (Water Areas and Wetlands). The Commission finds the proposal inconsistent with this sub-policy.

• **16-F SCENIC RESOURCES**

IT IS POLICY TO CONSERVE SCENIC RESOURCES AND PROTECT SUCH AREAS FROM INCOMPATIBLE AND CONFLICTING LAND USES. [PARAPHRASED]

Comment: Strategies identified in this Framework Plan sub-policy include:

- "Enforce large lot zoning regulations in resource areas to conserve scenic qualities associated with farm and forest uses."
- "Apply the WRG overlay zone to lands within the Willamette River Greenway. Review new development within the greenway to assure scenic values are not diminished."

The *Comprehensive Framework Plan 1989 Supplemental Findings* indicates that significant scenic resources in Multnomah County are associated with water features and agricultural lands.

Plan findings recognize that scenic resources overlap with several other Goal 5 resources. Fish and wildlife habitats, natural areas, water areas, and wetlands all usually display scenic qualities valued by society. Most lands devoted to agricultural uses contain some scenic value. **"The County's resource zoning designations offer protection of scenic values associated with farm and forest lands: ... limits on non-agricultural ... uses ... assist in maintaining the open, rural scenic qualities of these areas."** [ref. Supplemental Findings, page 35]

Reference findings above regarding Goal 5: Scenic Areas [ref. 5(A)(1)].

Conclusion: The proposed project would adversely effect scenic resources. The Commission finds the proposal inconsistent with this sub-policy

- **16-G WATER RESOURCES AND WETLANDS**
IT IS POLICY TO PROTECT THOSE WATER AREAS HAVING SPECIAL PUBLIC VALUE IN TERMS OF ECONOMICS, RECREATION, EDUCATION, PUBLIC SAFETY, AND NATURAL AREAS. [PARAPHRASED & EDITED]

Comment: Strategies identified in this Framework Plan sub-policy include:

- "Wetland areas that attain 45 or more points of the possible 96 points on the 'Wildlife Habitat Assessment' (WHA) rating form will be designated 'Significant'."

Multnomah Channel scored 65 points on the WHA rating system (Framework Plan Supplemental Findings, pg. 42). **"... The greatest wildlife habitat function of Multnomah Channel is as a travel corridor. The water and adjacent riparian vegetation provide habitat for waterfowl, heron, cormorants and kingfishers. Mid-August through September, migrating shorebirds commonly feed and rest along Multnomah Channel. ... Multnomah Channel also provides habitat for a variety of fish, amphibian and reptile species. Human use of the channel is high, including several boat moorages, log rafts, day boaters and fishers."**

The applicant argues that the wildlife habitat rating for the "Alder Creek Marina" site is 38 — below the 45 point significance threshold (Ref. Paul Fishman response dated 11/14/91, pg.5-6), and that several identified alternative sites possess more significant wildlife habitat. The applicant suggests that if the requests are approved, the alternative sites on Multnomah Channel can somehow be traded or exchanged. In testimony, the applicant implied

that approval of the Alder Creek Marina will somehow protect the wildlife habitat and wetland characteristics on alternative sites downstream on the west side of the Channel. In their 11/13/91 letter, ODFW writes "...[T]he Department would also like to clarify that the Wildlife Habitat Assessment (WHA) form score was used for Multnomah Channel as a whole, not piece by piece. We believe it is inappropriate to score the marina site as a self-sustaining entity and not part of the remaining ecosystem of the Channel. We believe the habitat at the proposed site is significant when considered as part of the Channel ecosystem." The Commission adopts this analysis.

The Commission is not persuaded that approval of the Plan and Zone change for the Alder Creek Marina site protects habitat values on identified alternative sites. These sites remain rural exception lands, zoned MUA-20, which allows marinas as a conditional use. The Zoning Code already protects *Significant Wetlands* on these properties through its Willamette River Greenway provisions [Ref. MCC 11.15.6376 and Significant Wetlands map]. Approval of the Alder Creek Marina proposal would not exchange or reduce development rights along the Channel or otherwise protect wetland and other natural resource values on the west side of Multnomah Channel.

Conclusion: As detailed above and in the Goal 5 findings for water areas [ref. 5(A)(1)], the proposed Plan Revision/Zone Change adversely effects water area resources.

8. Policy 26 – Houseboats.

[PARAPHRASED & EDITED]

THE COUNTY'S POLICY RECOGNIZES HOUSEBOATS AS A HOUSING OPTION. IT IS POLICY TO PROVIDE FOR THE LOCATION OF HOUSEBOATS IN ACCORD WITH:

APPLICABLE PLAN POLICIES .

OTHER APPLICABLE FEDERAL, STATE OR LOCAL POLICIES REGULATING WATERWAY DEVELOPMENTS.

LOCATIONAL CRITERIA; THE FOLLOWING AREAS ARE DESIGNATED AS SUITABLE FOR HOUSEBOATS:

MULTNOMAH CHANNEL – WEST SIDE – FROM THE PORTLAND CORPORATE LIMITS TO 1/2-MILE NORTH OF THE SAUVIE ISLAND BRIDGE.

Comment: The Alder Creek Marina site is across the Channel from an area designated for houseboats by Policy #26. The Plan Revision/Zone Change/CS Use would allow development of a 170-boat marina facility. This could diminish the residential character of the houseboat community developed on the west side of the channel. A marina opposite the existing houseboat devel-

opments will introduce a major destination/departure point for 170 additional boats. These boats will introduce new noise (from motors) and air quality (from fumes) effects immediately adjacent to a section designated in the plan for floating home development.

Conclusion: The proposed Plan Revision/Zone Change is inconsistent with Policy 26, due to the above noted adverse effects on the houseboat designated area on the opposite shore of the Channel.

9. Policy 31 - Community Facilities and Uses

THE COUNTY'S POLICY IS TO SUPPORT THE SITING AND DEVELOPMENT OF A FULL RANGE OF COMMUNITY FACILITIES AND SERVICES, SCALED TO MEET PUBLIC NEEDS AND REINFORCE COMMUNITY IDENTITY. [PARAPHRASED & EDITED]

Comment: (Revised Application, pgs. 65-69) Sauvie Island displays a rural-pastoral identity; the grassy, open dike along the east side of Multnomah Channel in part helps define this rural identity. With the exception of Alder Creek Lumber and a cluster of moorages near Reeder Road, the Island side of the Channel contributes to the Island's rural, agricultural, low density community identity.

The revised marina proposal is more typical of marina uses in rural areas of the County. If approved, conditions of approval should be imposed to reduce the riverward encroachment to that characteristic of the rural area (Ref. DSL letter dated October 18, 1991) and reduce the adverse open space and scenic effects of an unbroken wall of floating structures for approximately 2500-feet. This could include segmenting the boathouse sections of the marina to 200-300 foot sections, separated by sections of open boat storage or open water.

Conclusion: The Commission is persuaded that the proposal is generally consistent with this policy. If approved, conditions should be imposed to address identified adverse effects.

10. Policy 33(a) - Transportation System

THE COUNTY'S POLICY IS TO IMPLEMENT A BALANCED, SAFE AND EFFICIENT TRANSPORTATION SYSTEM. THE COUNTY WILL SUPPORT PROPOSALS WHICH IMPLEMENT THE PLAN, ENHANCE AIR AND WATER QUALITIES, REDUCE NOISE LEVELS, PROTECT THE QUALITY OF NEIGHBORHOODS AND COMMUNITIES, SUPPORT ECONOMIC GROWTH, AND PROVIDE A SAFE AND EFFICIENT TRANSPORTATION SYSTEM. [PARAPHRASED & EDITED]

Comment: (Revised Application, pgs. 69-73) The Oregon Department of Transportation provides pertinent comments in an October 18, 1991 letter:

"...After reviewing the revised proposal and the 'Revised Transportation

Impact Analysis for the Alder Creek Marina, we believe that the development is more in line with the capacity of the bridge and the Lower Columbia River Highway intersection.

"We do have one comment/question of the traffic analysis Page 8, last paragraph: 'Oftentimes, turning trucks must wait for conflicting vehicles to clear the intersection before they are able to complete their turn.' The proposed use will increase the number of boat trailers turning through the intersection. It is probable that a number of vehicles with boat trailers will need the same clearance as trucks. There is no analysis of how this might affect accidents or capacity."

However, the proposed marina does not include a boat ramp or other facility which would attract boaters with trailered watercraft. The marina should have no appreciable effect on the above described traffic condition at the bridge/highway intersection.

Conclusion: Substantial evidence in the records persuades that the proposal is consistent with this policy.

11. Policy 37 - Utilities

THE COUNTY'S POLICY IS TO INSURE THAT PROPOSED DEVELOPMENT HAS ADEQUATE AND SAFE PROVISIONS FOR: SEWAGE DISPOSAL, WATER SUPPLY, STORM WATER DRAINAGE, ENERGY, AND COMMUNICATIONS. [PARAPHRASED]

Comment: (Application, pgs. 73-74) The record persuades that these facilities can be provided to the proposed uses. If approved, conditions should prohibit conversion of boathouses to "combos" or houseboats. *Combos* are a combination of boathouse and houseboat; they include a dwelling area in the structure, and therefore require sewage disposal and other facilities not available at the site.

12. Policy 38 Facilities

THE COUNTY'S POLICY IS TO INSURE:

- THAT EFFECTED SCHOOL AND FIRE DISTRICTS ARE NOTIFIED AND HAVE OPPORTUNITY TO COMMENT ON PROPOSED DEVELOPMENTS; AND,
- THAT WATER PRESSURE AND FLOW IS ADEQUATE TO FIGHT FIRES; AND,
- THAT POLICE PROTECTION WILL BE AVAILABLE FOR THE DEVELOPMENT. [PARAPHRASED]

Comments: (Revised Application, pgs. 75-76) The Sheriff's Department polices the area. Sauvie Island Fire District has indicated it can serve the project site (ref. May 1, 1991 letter from RFPD #30). Sauvie Island School District has not commented on the proposal as of this writing.

13. Policy 39 Parks and Recreation Planning

[PARAPHRASED & EDITED]

THE COUNTY'S POLICY IS TO WORK WITH RESIDENTS, GROUPS, AND AGENCIES TO SECURE FUNDS FOR DEVELOPMENT AND ACQUISITION OF PARK SITES AND RECREATION FACILITIES. IT IS POLICY TO ENCOURAGE RECREATION OPPORTUNITIES BY OTHER PUBLIC AGENCIES AND PRIVATE ENTITIES.

Comment: (Application, pgs. 76-78) The Commission generally concurs with applicant's findings regarding Policy #39.

Recreation use on Sauvie Island includes bicycling and sight-seeing. Gillihan Loop Road – together with Reeder and Sauvie Island roads – serves as a bicycle loop route around the Island. Traffic from the Alder Creek Marina site will increase conflicts with bicyclists on this narrow rural road. If approved, the Transportation Division recommends that a shoulder bike lane or separated bike path be required along or parallel to Gillihan Road.

Conclusion: The proposed Plan Revision/ Zone Change conforms to the intent of Policy 39.

MCC 11.05.290 Requires that the applicant for a Plan Revision shall persuade that the revision is based on:

(c) *Evidence that the uses allowed by the proposed change will:*

1) *not destabilize the land use pattern in the vicinity,*

Comment: The Commission finds that substantial evidence in the record persuades that the proposed plan revision for a marina use would not destabilize the land use pattern in the vicinity. The Commission recommends the Plan Revision be denied. However, if approved, it should only be applied to that portion of the site upstream (south) of the Sauvie Island Bridge.

2) *not conflict with existing or planned uses on adjacent lands, and*

Comment: The area surrounding the subject site is described above under Finding #3. The west bank of the Channel has been traditionally characterized by houseboat and marina uses. Moorage development and floating structures are not common to the east side of the Channel.

The proposed Plan Revision/Zone Change/CS Use/WRG Permit would significantly change the scale and intensity of use on the Island (east) side of the Channel. Existing moorages on the opposite side, and the two (2) downstream on the Island side, typically extend about 100 to 130-feet into the Channel (based on review of air photos and DSL leases). The proposed mari-

na extends between 160 to 300-feet into the Channel (from OHW), substantially more than is characteristic of similar uses in the area (Ref. DSL letter dated October 18, 1991).

Conclusion: The above findings and substantial evidence in the record persuade that the scale and intensity of the proposed use is not compatible with the rural – agricultural character on the east side of Multnomah Channel. The waterward extension of the proposed marina is not compatible with similar moorage development across the Channel. If approved, conditions should be imposed to mitigate these effects.

3) that necessary public services are or will be available to serve allowed uses.

Comment: A majority of the Planning Commission was not persuaded that the record demonstrated that existing or planned public services and facilities could adequately serve the development. During their deliberation, Commissioners cited fire safety needs and sewage/stormwater facilities as issues relevant to public service needs. The Commission doubted that the Island's fire department was equipped to meet the service demands of the proposed use.

B. ZONE CHANGE REQUEST:

The Zoning Ordinance specifies criteria for a zone change [Reference MCC 11.15.8230(D&E)].

The Planning Commission must be persuaded that:

(1) Granting the request is in the public interest;

Comment: (Revised Application, pgs. 78-79) The Commission is not persuaded that the requested Zone Change is in the public interest. The existing zone designations essentially restrict new moorage development along the Island side of the Channel by designating most of the reach as EFU. The Commission finds that the purposes of the EFU District are broader than just farm land protection. MCC 11.15.2002 provides that "...[T]he purposes of the Exclusive Farm Use District are to preserve and maintain agricultural lands for farm use consistent with future needs for agricultural products, forests and open spaces, to conserve and protect scenic resources, [and] to maintain and improve air, water, and land resources...".

The Commission finds it in the public interest to maintain EFU restrictions on this site to protect open space, scenic and water area resources. State Parks Department comments support this finding, stating that approval of the zone change "...would definitely diminish the public interest values in recreation, fish, wildlife, open space and scenic resources in the area. ...[S]ignificant changes in existing land-use regulations and policies should be avoided until the DSL plan is completed for this area...".

EFU is the only rural zone which does not allow boat moorage/marina uses. The proposed zone change to MUA-20, with the associated Community Service Use request, would result in "double loading" the Channel with floating structures for more than 2,500-feet. This would permanently reduce the available water surface for commercial and recreational boating in an already heavily used reach of the channel. Double loading the Channel with structures and boat slips would also adversely impact scenic, open space, recreational, and natural resources in the Greenway (ref. State Goals and Comprehensive Plan Policies analysis in section 5(A)(2)(a) & (b).

Conclusion: The Commission is not persuaded that the requested Zone Change is in the public interest.

The Planning Commission must be persuaded that:

- (2) *There is a public need for the requested change and that need will be best served by changing the classification of the property in question as compared with other available property;*

Comment: (Revised Application, pg. 78 and Appendix: GOAL EXCEPTION ANALYSIS) The identified public need for permanent in-water boat storage facilities must be balanced with other public needs dependent upon the river resource (e.g., open space, scenic areas, commerce, fish and wildlife habitat, recreational boating, etc.). Goal Exceptions findings [Ref. 5(A)(2)(a) above] identifies several alternative appropriately zoned areas which could reasonably accommodate the use, either on the Channel or on the Columbia River reaches Portland. If marina facilities are developed at alternative available sites, it would avoid "double loading" the Channel, and thereby protect the rural scenic and open space qualities derived when one bank is kept free of floating structures.

The Commission relies upon a November 4, 1991 letter from the State Parks and Recreation Department stating they "...do not agree with the applicant that the public recreation needs would be enhanced by the change of land use to accommodate this project." The Commission is not persuaded that the public need for the proposed facilities is best served at this location.

Conclusion: The applicant has not carried the burden of proof that the value of other public needs – such as open space, fishing areas, recreation, and natural habitat – are superseded by the need for permanent in-water boat storage facilities. The demand for in-water boat storage is not best served at this site. There are alternative appropriately zoned areas which could reasonably accommodate the use on the mainland side of Multnomah Channel and elsewhere inside Portland.

The Planning Commission must be persuaded that:

- (3) *The proposed action fully accords with the applicable elements of the Comprehensive Plan.*

Comment: (Revised Application, pg. 78) Reference the Comprehensive Plan Policies section 5(A)(2)(b) above.

Conclusion: The proposed zone change is not in full accord with all applicable elements of the Comprehensive Plan as detailed in section 5(A)(2)(b) above.

- (4) *Proof of change in a neighborhood or community or mistake in the planning or zoning for the property under consideration are additional relevant factors to be considered.*

Comment: The application is not based upon a mistake in the planning or zoning of the property, nor does it indicate a change in the area precipitates the zone change request.

C. COMMUNITY SERVICE USE REQUEST:

Conditional uses allowed in Multiple Use Agriculture zones are specified in MCC 11.15.2132. Subsection (A) allows Community Service Uses pursuant to MCC .7005 – .7041; MCC .7020(A)(1) provides for a “...***Boat moorage, marina or boathouse moorage.***” The approval criteria for community service uses are specified in 11.15.7015.

The section below reviews the proposed Community Service Use as if the Plan designation of the site was changed to Multiple Use Agriculture, and the Zone was changed to MUA-20. The findings and conclusions above support denial of the Plan Revision and Zone Change requests. The Commission recognizes that the proposed Community Service Use cannot be approved under the current EFU zone [Ref. MCC.2006]. However, in the December 2, 1991 deliberation, the Commission reviewed the proposal against CS approval criteria. Each is presented first in ***bold italics***, followed by a reference to the applicants’ findings, and Planning Commission comments.

To approve the requested CS Use in the MUA District, the Commission must find that the proposed use:

- (1) *Is consistent with the character of the area;*

Comment: (Revised Application, pg. 79) The area surrounding the subject site is described above under Finding #3. The scale of the revised marina proposal is more consistent with the character of similar moorage development on Multnomah Channel.

However, the proposed marina extends further into the Channel than other marinas characteristic of the area (Ref. DSL letter dated October 18, 1991). The moorage/marinas on the opposite side of the Channel and downstream on the Island side, typically extend 100 to 130-feet into the Channel (based on review of air photos and DSL leases). The proposed marina will extend between 160 – 300 feet into the Channel (from OHW), exceeding that which is characteristic of the area.

Conclusion: Based upon the findings above and the Plan Revision findings in sections 5(A)(2)(a) and 5(A)(2)(c), the Commission finds that the proposed use is generally not consistent with the area character.

(2) Will not adversely affect natural resources;

Comment: (Revised Application, pgs. 79-80) Refer to comments above in section 5(A)(2)(b)(7), Policy 16 – Natural Resources.

Conclusion: The proposed marina (CS use) would adversely effect natural resources. If approved, conditions should be applied to avoid or mitigate for adverse effects to open space, scenic resources, fish and wildlife habitat, and water areas.

(3) Will not conflict with farm or forest uses in the area;

Comment: (Revised Application, pg. 80) Refer to comments above in section 5(A)(2)(b)(2), Policy 16 – Agricultural Lands. If the CS Use is approved, the north portion of the site (downstream of the bridge) should not be included in the associated Plan and Zone change to MUA.

Conclusion: The proposed marina (CS use) on the Island side of the Channel introduces a large (urban) scale water oriented use on the Island side of the Channel. The development would set the stage for further moorage development on this and potentially other properties on the Island side of the Channel, adding further to the conflicts between recreation and agricultural uses on the Island.

(4) Will not require public services other than those existing or programmed for the area;

Comments: (Revised Application, pg. 80) A majority of the Commission was not persuaded that the application and record demonstrated that existing public services would adequately serve the proposed development.

Conclusion: A majority of the Commission was not persuaded that existing public services would adequately serve the proposed development.

- (5) *Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;*

Comment: (Revised Application, pg. 81) The site is not identified as a big game winter habitat area in the Comprehensive Framework Plan or by the ODFW.

- (6) *Will not create hazardous conditions;*

Comment: (Revised Application, pgs. 81) The Commission generally concurs with the applicant's finding. However, if approved, conditions should limit the riverward extension of the marina to that which is characteristic of the west bank moorages (Ref. DSL letter dated October 18, 1991). This would provide additional open navigation area and thereby reduce the potential boating hazards from the project.

Conclusion: The proposed marina (CS use) may cause hazardous boating conditions in this reach of the Channel and nearby waters. If approved, conditions should be applied to address this issue.

- (7) *Will satisfy the applicable policies of the Comprehensive Plan.*

Comment: (Revised Application, pg. 81) The Plan Revision section above in 5(A)(2)(b) identifies several plan policies which the Commission finds are not *satisfied* by the proposal.

Conclusion: The Commission finds that all applicable Plan policies are not satisfied by the proposal, and the CS Use should therefore be denied.

D. WILLAMETTE RIVER GREENWAY REQUEST:

The Zoning Code requires a Greenway Permit for all new uses within the Greenway Boundary. All new uses proposed within the Willamette River Greenway must meet criteria specified in MCC .6420.

The following section reviews the proposed Willamette River Greenway (WRG) Permit as if the Plan designation of the site was changed to Multiple Use Agriculture, the Zone was changed to MUA-20, and the CS Use was approved. The findings and conclusions above support denial of the Plan Revision, Zone Change, and Community Service Use requests. The Commission recognizes that the proposed Willamette River Greenway Permit cannot be approved under the current EFU zone [Ref. MCC.6354]. However, in the December 2, 1991 deliberation, the Commission reviewed the proposal against WRG criteria. Each is presented in *bold italics*, followed by a reference to the applicant's findings, and Commission comments [Ref. MCC 11.15.6366-.6372]:

- (1) *The maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and the river.*

Comment: (Revised Application, pg. 81-82) The plan proposes parking areas and an access drive immediately alongside the river. The parked cars and trucks would be separated from the river by a 10–15 foot bank at ordinary high water, and approximately 60 – 100 feet at ordinary low water. This slope to the OHW would be covered with shrubs and trees. The State Parks Department responds that "...[N]o amount of landscaping within the land portion of Greenway, on this site, can mitigate for the loss of scenic and aesthetic values, open space and riparian vegetation which are to be maintained by this criteria provision. The preponderance of the proposal is the 2000+ linear foot line of boathouses in front of the landscaping. See Application – Scenic Resource Analysis site development simulation." The Commission adopts this view. As noted above under the Goal 5 and Policy 16 discussions, the proposed development would significantly and adversely effect scenic resources in the Greenway.

- (2) *Reasonable public access to and along the river shall be provided by appropriate legal means to the greatest possible degree and with emphasis on urban and urbanizable areas.*

Comment: (Revised Application, pg. 82) If approved, the Transportation Division recommends developing a bicycle lane or path along or parallel to Gillihan Road. The US Fish and Wildlife Service recommends that the 2-acres downstream of the project be donated to the County for public access, and that access be allowed to the breakwater dock (Ref. October 23, 1991 letter). The Commission finds that the criteria can be satisfied by applying conditions should the project be approved.

- (3) *Developments shall be directed away from the river to the greatest possible degree, provided, however, that lands in other than rural and natural resource districts may continue in urban uses.*

Comment: (Application, pg. 82) It may be possible to direct the parking use away from the river to a greater degree. If approved, conditions should be applied to require redesign of the parking area to the upland side of the dike (to the extent feasible). In addition, some proposed accessory uses on the water are not sufficiently water-related and should *be directed away from the river to the greatest possible degree*. As discussed below under criteria (17), only one caretaker floating home should be permitted if the project is approved.

(4) Agricultural lands shall be preserved and maintained for farm use.

Comment: (Application, pg. 82) Refer to comments above in section 5(A)(2)(b)(2), Policy 16 – Agricultural Lands. The State Parks Department responded to this criteria in their 11/4/91 letter, stating that "...[T]here is no assurance with the change of zone that the approximately 18 acres will remain as open space and eligible for agricultural purposes." The Commission finds that this criteria is not met by the proposed WRG Permit.

(5) The harvesting of timber, beyond the vegetative fringes, shall be conducted in a manner which shall insure that the natural scenic qualities of the Greenway will be maintained to the greatest extent practicable or will be restored within a brief period of time on those lands inside the Urban Growth Boundary.

Comment: There is no timber harvest associated with the request.

(6) Recreational needs shall be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflicts with farm uses.

Comment: (Revised Application, pg. 83) The marina would extend into the Channel a significant distance, exceeding that typical of moorage development in the Channel. If the WRG Permit is approved, the riverward encroachment should be reduced to preserve as much open water for recreation use in the Channel.

The application proposes a donation option for two acres of public land at the north end of the property, and public access to the breakwater dock. These features, if included in the final development plan, do address this criteria. However, as detailed above in section 5(A)(1), the Commission finds the proposal conflicts with Goal 8 (Recreation Needs) and Goal 15 (Willamette River Greenway). The proposed marina would replace the passive and active recreational use of the water area with a largely private recreational facility. The Commission finds the proposed conversion and intensification of use at this location inconsistent with this Greenway criteria.

(7) Significant fish and wildlife habitats shall be protected.

Comment: (Application, pg. 83) Refer to comments above in sections 5(A)(1): Goal 5, and 5(A)(2)(b)(7), Policy 16. Applicant asserts that the habitat rating for the proposed marina site is 38 — below the 45 point significance threshold in the County Plan (Ref. Paul Fishman response dated 11/14/91, pg.5-6). However, in an 11/13/91 letter, ODFW writes "...[T]he Department would also like to clarify that the Wildlife Habitat Assessment (WHA) form score was used for Multnomah Channel as a whole, not piece by piece. ... We believe the habitat at the proposed site is significant when considered as part of the Channel ecosystem."

The Federal and State Departments of Fish and Wildlife, and other agencies and individuals submitted several comments relevant to this criteria. Substantial evidence in the record contradicts the applicant's conclusions in the Environmental Analysis (Appendix D) and in testimony, regarding effects to fish and wildlife habitat. The Commission finds that approval of the proposed WRG Permit would adversely effect significant fish and wildlife habitat.

(8) Significant natural and scenic areas and viewpoints and vistas shall be preserved.

Comment: (Revised Application, pg. 83) Floating structures (existing or proposed) along the east bank of the Channel are more visually intrusive in this section of the Greenway. This is primarily due to steep, mostly wooded slopes south and west of the Channel which screen the west shore area from most public views (e.g. from Highway 30), form a wooded backdrop, and reduce the visual prominence of structures along the west bank (ref. CU/CS 4-91/WRG 1-91, pg. 21).

The proposal would develop a continuous and unbroken wall of floating structures for approximately 2500-feet along the Island side of the Channel. As noted above in sections 5(A)(1): Goal 5, and 5(A)(2)(b)(7), Policy 16, the proposed marina would adversely effect *significant natural and scenic areas*.

(9) Maintenance of public safety and protection of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.

Comment: (Revised Application, pg. 83) The Commission concurs.

(10) The natural vegetation along the river, lakes, wetlands and streams shall be enhanced and protected to the maximum extent practicable to assure scenic quality, protection from erosion, screening of uses from the river, and continuous riparian corridors.

Comment: (Revised Application, pgs. 83-84) The proposed marina development would replace the gently sloping grassy dike along the river with a landscaped fill-slope. The revised application clearly displays greater sensitivity to the Greenway standard. However, the application indicates that "...*This proposal will not effect the existing vegetation fringe along the river...*" The Commission doubts that this statement is accurate. The proposal includes the placement of fill material on the face of the dike to create a flat area for the road and parking. The illustration in Exhibit 8 (Visual Analysis) indicates the "toe" of the fill-slope will be at or below the ordinary high water line. This proposal, it would seem, will change the existing shoreline and diminish the

riparian zone along the edge of the Channel. The County Parks Services Director underscores this concern in a letter dated 10/24/91. He states "...[T]he applicant indicates that rip-rap of the bank has been eliminated from the proposal, yet the application acknowledges erosion problems at the toe of the dike and proposes a fill, creating a 2 to 1 slope, extending to the ordinary high water line. Under these circumstances, ...rip-rap, although avoided initially, may be necessary in the future."

If the WRG Permit is approved, conditions should be applied to require redesign of the parking (and the associated fill) to the upland side of the dike.

- (11) Extraction of known aggregate deposits may be permitted, pursuant to the provisions of MCC .7105 through .7640, when economically feasible and when conducted in a manner designed to minimize adverse effects on water quality, fish and wildlife, vegetation, bank stabilization, stream flow, visual quality, noise, safety, and to guarantee necessary reclamation.***

Comment: (Revised Application, pg. 84) There is no aggregate extraction associated with this request.

- (12) Areas of annual flooding, flood plains, water areas and wetlands shall be preserved in their natural state to the maximum possible extent to protect the water retention, overflow and natural functions.***

Comment: Portions of the site are in identified flood hazard areas. The development proposed is consistent with this criteria (ref. Flood Analysis by Ogden Beeman & Associates, Inc., Appendix F).

- (13) Significant wetland areas shall be protected as provided in MCC .6376.***

Comment: (Environmental Analysis, Appendix D) Refer to sections 5(A)(1): Goal 5, and 5(A)(2)(b)(7), Policy 16 addressing wetlands impacts. ODFW expressed some concerns regarding surface water run-off effects to wetlands in its 11/1/91 letter. If approved, conditions should be imposed to mitigate for potential effects to wetlands on the site.

- (14) Areas of ecological, scientific, historical or archeological significance shall be protected, preserved, restored, or enhanced to the maximum extent possible.***

Comment: (Revised Application, pg. 84) There are archaeologic resources on the property. The proposal is generally consistent with this criteria as detailed in the Cultural Resource Analysis, Appendix H. However, comments from the State Historic Preservation Office (SHPO) recommend that conditions of approval be applied to adequately protect cultural resources.

(15) Areas of erosion or potential erosion shall be protected from loss by appropriate means which are compatible with the character of the Greenway.

Comment: The site is not identified in the County Slope Hazards inventory (ref. Flood Analysis, Appendix F). The ODFW notes that "...fill for the parking lot and access road is proposed for placement on the Channel side of the dike down to ordinary high water. It appears very likely that the applicant would request both dredging and bank stabilization in the future after the project is approved." It would be difficult to stabilize the fill-slope along the river edge and still be *compatible with the character of the Greenway*.

(16) The quality of the air, water and land resources in and adjacent to the Greenway shall be preserved in development, change of use, or intensification of use of land designated WRG.

Comment: (Revised Application, pg. 85) If the Plan and Zone designations of the marina site are changed to Multiple Use Agriculture, the air, water and noise quality effects of the proposed use are generally consistent with the vicinity. However, as noted above in section 5(A)(2), the proposal would concentrate more motorized watercraft – with their associated engine noise – near several houseboat moorages. The State DEQ identifies residences as noise sensitive uses. The proposed marina will increase adverse noise effects to existing and planned residential uses on the west side of the Channel.

(17) A building setback line of 150 feet from the ordinary low waterline of the Willamette River shall be provided in all rural and natural resource districts, except for non-dwellings provided in conjunction with farm use and except for buildings and structures in conjunction with a water-related or a water dependent use.

Comment: (Revised Application, pg. 85) The project proposes two "accessory" uses floating in the river. These include two houseboats (for caretakers), and two public restrooms. The application does not adequately persuade that these uses are water-related.

The US Fish and Wildlife Service commented on this issue, stating in part "...It is Service policy to discourage uses of navigable public waterways for nonwater-dependent purposes. We consider nonwater-dependent uses to be those which could equally or more suitably (be) located on land. In our opinion, residences are not water dependent because they can be located on land. There appears to be sufficient space on the upland portion of the applicant's property to construct residences for caretakers. This alternative should be considered..."

The State Parks Department commented on this issue, stating in part "...We disagree with the County (Staff) that one houseboat should be permitted. This area is not designated for houseboats in the County's Willamette

River Greenway plan. We do not concur that the 2 houseboats for caretakers are water-dependent or related..."

The proposed caretaker's residences would serve a security and safety function for the moorage users and their property stored at the site. If the residences were placed behind the dike, they would have to be elevated on fill or other means to see over the dike. Even with these adjustments, the caretakers houses would be located at least 200-feet and up to 2000-feet from many areas on the marina. The security and safety function which the caretaker's houses offer the project would be diminished if required to be placed on land. However, it is not clear why two residences are required. There may in fact be a safety benefit to placing one caretaker house on-land and one in-water (to provide surveillance and protect vehicle parking areas).

The public restrooms are provided presumably as a convenience to those storing their boats at the facility. Placing the restrooms on the land would require individuals to walk up 150 to 200-foot gangway ramps to use them. This does not seem an unreasonable inconvenience and it more closely addresses the applicable criteria.

The Commission concludes that only one floating caretaker home should be permitted at the site and no floating restroom structures be permitted if the WRG Permit is approved. A second caretaker residence (if desired) and restroom facilities should be placed on the upland area of the site.

(18) Any development, change of use or intensification of use of land classified WRG, shall be subject to design review, pursuant to MCC .7805 through .7865, to the extent that such design review is consistent with the elements of the Greenway Design Plan.

Comment: (Application, pg. 85) If the WRG Permit is approved, Design Review would be imposed prior to site development or construction.

(19) The applicable policies of the Comprehensive Plan are satisfied.

Comment: Reference the Comprehensive Plan Policies section 5(A)(2)(b) above. The Commission finds the proposed WRG Permit conflicts with several elements of the Comprehensive Plan as detailed in section 5(A)(2)(b) above.

CONCLUSIONS:

1. The request does not satisfy all Plan Revision approval criteria. The Commission recommends the Plan Revision request be denied based on conflicts with the following:

Statewide Planning Goals

Goal 5 :	Open Space, Natural Areas, Scenic Resources, Water Areas, and Wetlands
Goal 8	Recreation
Goal 11	Public Facilities and Services
Goal 15:	Willamette River Greenway

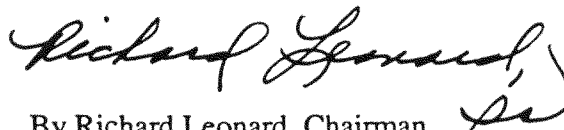
Comprehensive Plan Policies:

Policy 9:	Agricultural Lands
Policy 15	Willamette River Greenway
Policy 16	Natural Resources
16-A	Open Space Resources
16-D	Fish and Wildlife Resources
16-E	Natural Areas
16-F	Scenic Resources
16-G	Water Resources and Wetlands
Policy 26	Houseboats

2. The requested exceptions to Goals 3 and 14 do not satisfy applicable criteria. The reasons offered do not adequately justify the exceptions, and there are alternative sites in existing rural exception areas and inside the UGB where the proposed use could reasonably be accommodated.
3. The scale and intensity of the proposed use would be incompatible with the rural and agricultural character on the Island side of the Channel.
4. The Zone Change request is not in the public interest. The proposal addresses a public need for in-water boat storage at the expense of several other river-dependent uses and resources (*i.e.*, recreation, open space, scenic resources, fish and wildlife habitat, and protection of agricultural lands).

5. The proposal does not meet Community Service Use approval criteria as detailed in the findings section 5(C)(1-7).
6. The proposed marina does not satisfy all Willamette River Greenway approval criteria as detailed in the findings section 5(D)(1-19).

Signed December 2, 1991


By Richard Leonard, Chairman

Filed With the Clerk of the Board on December 12, 1991

Appeal to the Board of County Commissioners

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 PM. on Monday, December 23, 1991 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

The Decision on this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, December 24, 1991 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development Division at 248-3043.

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Planning Commission Decision

BCC Informal _____ BCC Formal _____
(date) (date)

DEPARTMENT	DES	DIVISION	Planning
------------	-----	----------	----------

CONTACT Sharon Cowley TELEPHONE 2610

PERSON(S) MAKING PRESENTATION Planning Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

ZC 8-91/LD 26-91 Decision of the Planning Commission of December 2, 1991, with recommendation to the Board for approval of a change in zone designation from LR-7 to LR-5 plus approval of a two-lot land division, for property located at 4930 SE 113th Avenue

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

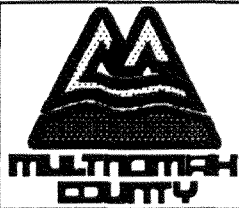
DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

99 DEC 10 PM 3 10
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.
RECEIVED

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-07-2001 BY SP-6 BTJ/KJS

OREGON



**Department of Environmental Services
Division of Planning and Development
2115 S.E. Morrison Street
Portland, Oregon 97214 (503) 248-3043**

Decision

This Decision consists of Conditions, Findings of Fact and Conclusions.

December 2, 1991

**ZC 8-91, #419
LD 26-91, #419**

**LR-5, Urban Low Density Zoning District
Land Partition (Creation of Lot of Record)**

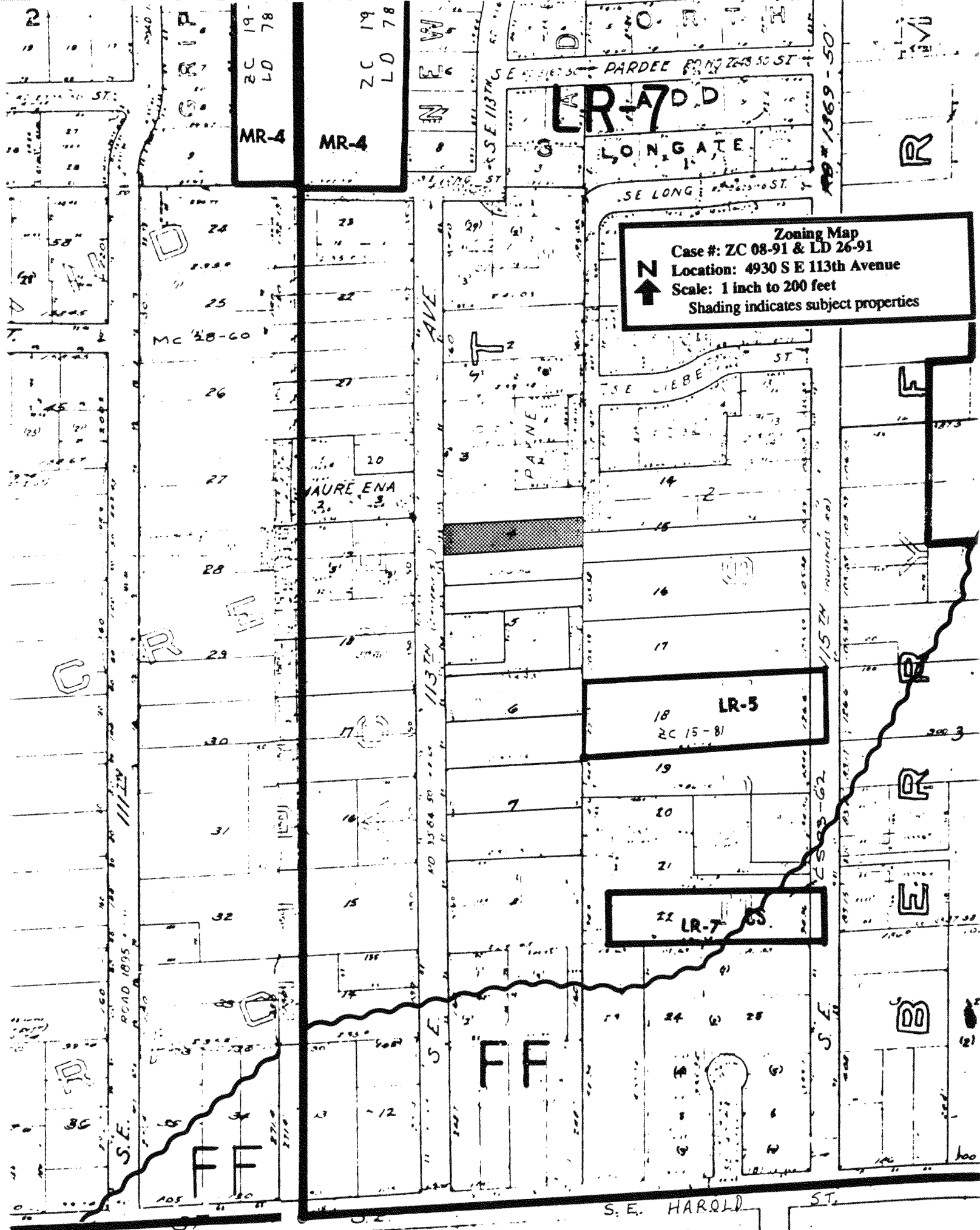
Applicant requests amendment of Sectional Zoning Map #419, changing the described property from LR-7, low density residential district (minimum 7,000 square feet per dwelling) to LR-5, low density residential district (minimum 5,000 square feet per dwelling). Applicant further requests a land division to partition the existing home site from the property to create a legal Lot of Record for future construction of an additional single family dwelling, after dedicating the east 25 feet for road purposes.

Location: 4930 SE 113th Avenue
Legal: North 53-1/3' of South 106-1/3' of Lot 4, Midland Acre Tract
Site Size: Approximately 12,597 Square Feet
Size Requested: Same
Property Owner: Cheri D. Cooley
PO Box 16874, 97216-0874
Applicant: Same
Comprehensive Plan: Low Density Residential
Present Zoning: LR-7, Urban Low Density Residential District
Minimum lot size of 7,000 square feet per dwelling unit
Sponsor's Proposal: LR-5, Urban Low Density Residential District
Minimum lot size of 5,000 square feet per dwelling unit

Planning Commission

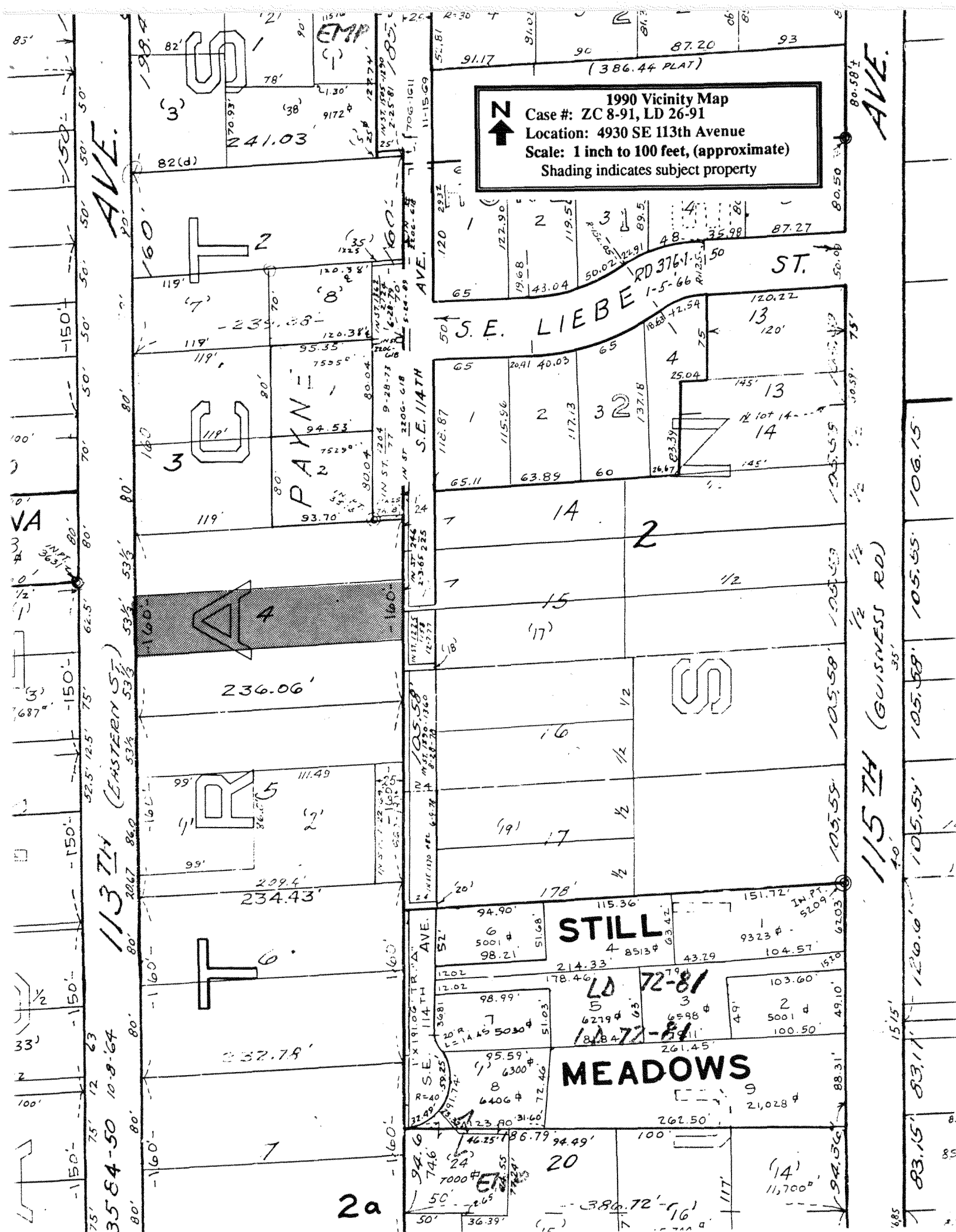
Decision #1: **Approve, subject to conditions,** amendment of Sectional Zoning Map #419, (ZC 8-91) changing the described property from LR-7, low density residential district (minimum lot size of 7,000 square feet) to LR-5, low density residential district (minimum lot size of 5,000 square feet);.

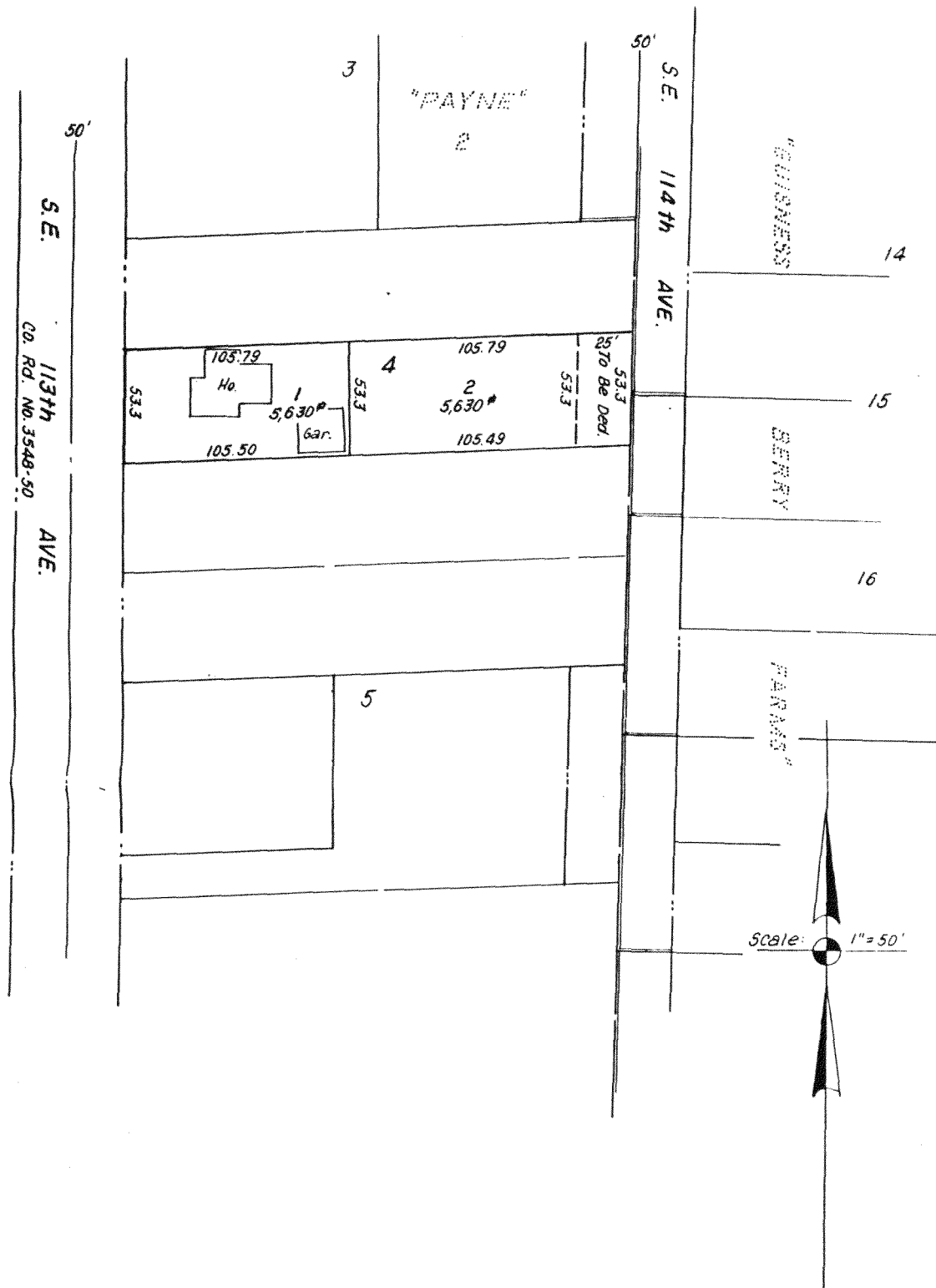
Decision #2: **Approve, subject to conditions,** the requested 2-lot land division, all based (LD 26-91) on the following Findings and Conclusions.



Zoning Map
Case #: ZC 08-91 & LD 26-91
Location: 4930 S E 113th Avenue
Scale: 1 inch to 200 feet
Shading indicates subject properties







MINOR PARTITION (TYPE III) & ZONE CHANGE

Rev. 12-9-91

TENTATIVE PLAN MAP of a Portion of LOT 4
"MIDLAND ACRE TRACTS"
Situating in the N.E.1/4 of Section 15, T.1S., R.2E., W.M. - Mult. Co., Oregon

MARX
ASSOCIATES

18615 E. Burnside • P.O. Box 565 • Gresham, Oregon 97030 • (503) 667-5550

checked by dem3
drawn by dm: 8/21/91
account no. 91-090

ZC 8-91
LD 26-91

Conditions of Approval: (ZC 8-91 and LD 26-91)

1. Within **one year** of the date of this decision, deliver the partition plat and other required attachments to the Planning and Development Division of the Department of Environmental Services in accordance with ORS Chapter 92 as amended. **Please obtain applicant's and surveyor's *Instructions for Finishing a Type III Land Division*.** Incorporate the following changes into the partition plat:
 - A. Show 1-foot street plugs at the north and south ends of the 25-foot right-of-way dedication for SE 114th Avenue east edge of the site. Identify the street plugs as Tracts A and B to be deeded to Multnomah County by standard warranty deed.
 - B. Shift the easterly line of Parcel 1 to the east for a distance sufficient to allow the existing garage on Parcel 1 to occupy no more than 25 percent of the rear yard of Parcel as required by MCC 11.15.2628(A)(4).
2. Prior to signing of the partition plat by the County Planning Division, comply with the following Transportation Division requirements:
 - A. Dedicate 25 feet of additional right-of-way in SE 114th Avenue along the east edge of the site.
 - B. Make the following improvements within the public right-of-way of SE 114th Avenue :
 - (1) Construct concrete curbs and sidewalks to Multnomah County standards 16 feet from the centerline of the right-of-way for SE 114th Avenue .
 - (2) Grade, rock, pave and construct drainage facilities between the new curb and the existing pavement on the east half of SE 114th Avenue.
 - (3) Furnish and install street lighting facilities.
 - C. Construct a concrete sidewalk to Multnomah County standards along the frontage of the site abutting SE 113th Avenue :
- 3.. In conjunction with issuance of building permits for any parcel construct on-site water retention and/or control facilities adequate to insure that surface runoff volume after development is no greater than that before development per MCC 11.45.600. Plans for the retention and/or control facilities shall be subject to approval by the County Engineer with respect to potential surface runoff on the adjoining public right-of-way.
4. Prior to issuance of building permits for Parcel 2, apply for and obtain a Land Feasibility Study confirming the ability to use on-site sewage disposal system on Parcel 2. If the lot is connected to public sewer at the time of the building permit application, the Land Feasibility Study will not be required.

Findings of Fact: (ZC 8-91)

1. Applicant's Proposal:

- A. **The Request:** The applicant proposes to divide a parcel containing about 12,597 square feet into two parcels. Parcel 1 has a house and detached garage and would contain 5,630 square feet. Parcel 2 is vacant and would contain 5,630 square feet. The applicant plans to dedicate the east 25 feet of the site as right-of-way for SE 114th Avenue.
- B. **Background:** The site is in a superblock for which the Planning Commission adopted a Future Street Plan in 1981 when it approved a six-lot subdivision on a 1.1-acre site on SE 115th Avenue (ZC 15-81/LD 72-81). That approval established a Future Street Plan for the area bounded by SE 113th and 115th Avenues and Liebe and Harold Streets. To accommodate the lotting pattern in the Future Street Plan, the applicant is also requesting a zone change from LR-7 to LR-5, Low Density Residential District.

2. Site Conditions and Vicinity Information: Site conditions as shown on the Tentative Plan Map are as follows:

- A. The site is on the east side of SE 113th Avenue about 200 feet south of SE Liebe Streets. The east edge of the site abuts SE 114th Avenue. Land adjacent to the site is zoned LR-7, Low Density Residential District. Land 200 feet to the southeast is zoned LR-5, Low Density Residential District.
- B. **Slope:** The site is relatively flat and contains no slopes exceeding ten percent.
- C. **Right-of-Way Dedications and Street Improvements (SE 114th Avenue):** Southeast 114th Avenue presently is dedicated and improved only for its easterly half abutting the site. The County Engineer has determined that in order to comply with the adopted Future Street Plan it will be necessary for the owner to dedicate right-of-way for the west half of SE 114th Avenue abutting the site as a condition of approval. It will also be necessary for the owner to construct curbs and sidewalks and provide additional paving in the newly dedicated portion of SE 114th Avenue abutting the site.
- D. **Street Improvements (SE 113th Avenue):** Southeast 113th Avenue is fully improved to county standards at this time except that there is no sidewalk abutting the site. The County Engineer has determined that in order to comply with the provisions of the Street Standards Ordinance (MCC 11.60) it will be necessary for the owner to construct sidewalks in SE 113th Avenue abutting the site as a condition of approval.

3. **Zoning Ordinance Considerations (MCC 11.15):**

- A. The existing LR-7 zoning requires a minimum lot area of 7,000 square feet for a residence. Since the subject site contains about 12,600 square feet, the LR-7 zoning limits the property to one potential single-family building lot. The requested LR-5 zoning requires at least 5,000 square feet of lot area for a residence and would make possible the division of the site into two lots.
- B. MCC 11.15.8230 (D) lists approval criteria for a zone change. The burden of proof is on the applicant to demonstrate that:
- (1) *Granting the request is in the public interest;* [MCC 11.15.8230 (D)(1)]
 - (2) *There is a public need for the requested change and that need will be best served by changing the classification of the property in question as compared with other property;* [MCC 11.15.8230 (D)(2)]
 - (3) *The proposed action fully accords with the applicable elements of the Comprehensive Plan.* [MCC 11.15.8230 (D)(1)]

4. **Response to Approval Criteria** *NOTE:* Information provided by the applicant in response to approval criteria appears in Helvetica type. Staff comments to the applicant's information appear under the heading **Staff Comment**,

A. **Public Interest** [MCC 11.15.8230 (D)(1)]

Applicant's Response

The subject parcel exemplifies a perfect example of re-zoning to maximize land use. Currently zoned LR-7, under it's current status, if a change is not granted, it could not be re-developed to provide for the goals of the Community Plan nor the East County Urban Infill guideline.

The subject site is located in the Powellhurst Community Plan area. The Powellhurst Community Plan map designates the property as Low Density Residential which includes single family development on lots of at least 5,000 square feet in area. The uses and density permitted in the requested LR-5 zone are consistent with the Plan designation.

Granting the zone change request will also provide needed additional street dedication in S.E. 114th Avenue.

Staff Comment

Powellhurst Community Plan Policy No. 24 (Housing Location) indicates that it is in the public interest to allow LR-5 residential development in the subject area. The Plan refers to the area as a "Residential Development Area" or "Infill Area" because

it is a partially developed area where new development will occur over time (page 212, Finding 8.A). Locational Criterion #5 of Policy 24 (page 215) states: *Detached dwellings will be allowed as an outright use in Residential Development Areas. The minimum required lot size per unit must be 5,000 square feet.* Approval of the proposed zone change would allow division of the site into two lots in a manner consistent with the adopted Future Street Plan for the superblock. For these reasons and those stated by the applicant, the proposed zone change satisfies MCC 11.15.8230 (D)(1).

B. **Public Need [MCC 11.15.8230 (D)(2)]**

Applicant's Response

The requested LR-5 zone will allow one more residential lot than the present LR-7 zoning. This will create more affordable housing sites for the public. Policy No. 21, Housing Choice, of the County Comprehensive Framework Plan directs the County to provide for **“... an adequate number of housing units at price ranges and rent levels commensurate with the financial capabilities of Oregon and the region's households, and to allow for flexibility in housing location, type and density.”** The County report, **“Housing”, as well as recent housing market statistics indicate that there is a substantial unmet demand** for affordable housing. The smaller lot size that the LR-5 zone designation provides will help contribute to affordability. This is an appropriate area to increase density because services are available to the site.

Also, if the request for zone change is not granted, there will be no incentive for the applicant to contribute toward the planning element of “road width”, (Powellhurst Community Plan Policy No. 19. E., “RESIDENTIAL ST. ENVIRONMENT”), which is advocated to influence and promote neighborhood design.

S.E. 114th Avenue, which borders the east boundary of subject parcel is currently dedicated to 25 feet in width with developing parcels contributing to ultimately dedicating additional right-of-way to be 50 feet in width so that it could become a neighborhood collector street. If the requested zone change is not approved, S.E. 114th could fail to meet these design standards thus creating an incongruous and fragmented neighborhood.

Staff Comment

The applicant has demonstrated that there is a public need for the proposed zone change. As opposed to other property, changing the zone on the site in question meets that need best because implementation of the adopted Future Street Plan would not be likely to occur without the requested LR-5 zoning. For these reasons, the proposed zone change satisfies MCC 11.15.8230 (D)(2).

- C. **Comprehensive Plan:** The following Powellhurst Community Plan Policies are applicable:

(1) **Policy No. 13, Air, Water, and Noise Quality**

Applicant's Response

The development of this parcel will not remove significant vegetation and due to the flat terrain, will not have an impact on the neighboring properties. With the advent of the future street, noise levels shall remain compatible with the neighborhood.

Staff Comment

It appears that no significant impact on air pollution will result from the additional house allowed by the proposed zone change and land division. The County Sanitarian will require a Land Feasibility Study for the new lot before allowing an on-site sanitation system in conjunction with building permits for that lot. When public sewer becomes available to the site, each lot will have to connect to the sewer. For these reasons, the proposal satisfies Policy 13.

- (2) **Policy No. 14, Development Limitations:** This policy is concerned with mitigating or limiting the impacts of developing areas that have any of the following characteristics: slopes exceeding 20%; severe soil erosion potential; land within the 100 year floodplain; a high seasonal water table within 0-24 inches of the surface for 3 or more weeks of the year; a fragipan less than 30 inches from the surface; and land subject to slumping, earth slides or movement.

Applicant's Response

None of the limitations set forth under this policy are applicable to this property.

Staff Comment

The site is outside the 100 year flood zone and is not in an earth movement area. Surface run-off into the public right-of-way will be handled by storm drain facilities to be approved by the County Engineer. No slopes exceeding two percent exist on the site. For these reasons the proposal satisfies Policy 14.

(3) **Policy No. 19, Community Design**

Applicant's Response

As mentioned above, the importance of the fulfillment of the dedication of S.E. 114th Avenue to influence neighborhood design, No. 19.5.E. Also, Policy No. 19.5.H., "Residential Development (Infill) Areas", gives property owners methods satisfactory to develop infill areas such as this parcel.

In 1981, a "Future Street Plan", (a.k.a. a "Superblock" plan), was accepted for the future development of tracts of land situated between S.E. 113th & S.E. 115th Avenues and S.E. Holgate & S.E. Harold Streets. This County accepted "Superblock" plan shows support for the division of subject site under LR-5 guidelines.

Staff Comment

For reasons stated by the applicant, the proposal satisfies Policy 19.

(4) **Policy No. 21, Housing Choice:** This policy is concerned with providing a variety of housing at affordable prices to the citizens of Multnomah County.

Applicant's Response

[T]he rezoning will encourage housing choices for people who do not wish to maintain houses on large lots; support the provision of housing styles for the elderly, including low maintenance, small units and nursing homes within existing communities; and support the provision of housing styles for single adult and childless couples in suburban areas.

Staff Comment

The strategies cited by the applicant appear on page 204 of the Powellhurst Community Plan. This policy directs the county to provide for "...an adequate number of housing units at price ranges and rent levels commensurate with the financial capabilities of Oregon and the regions' households, and to allow for flexibility in housing location, type and density." The county report, "Housing", as well as recent housing market statistics, indicate that there is a substantial unmet demand for affordable (housing cost not exceeding 30% of gross income) housing. Approval of the proposed zone change and land division will help meet that demand by providing for an additional house beyond the house allowed on the site under the present zoning. For these reasons and those stated by the applicant, the proposal satisfies Policy 21.

- (5) **Policy No. 22, Energy Conservation:** This policy promotes energy conservation.

Applicant's Response

The requested zone change for the subject parcel is supported by this policy because the proposal will fully develop a parcel within the urban area, to the maximum density allowed by the Comprehensive Plan. This will reduce urban sprawl which is costly in energy use.

Staff Comment

The proposal will fully develop a partially developed parcel within the county's urban area. Thus, the proposal will help discourage "urban sprawl," which is costly in energy use (see Finding 2, page 205). For this reason the proposal satisfies Policy 22.

- (6) **Policy 23, Redevelopment**

Applicant's Response

The proposed LR-5 re-zoning supports Implementation Strategy I.A of Policy No. 23 which encourages the resubdivision of large parcels and deep lots consistent with the density, design and other standards of the Powellhurst Community Plan and the East County Urban Infill Guidelines plan.

Staff Comment

For the reason stated by the applicant, the proposal satisfies Policy 23.

- (7) **Policy 24, Housing Location:** This policy contains general locational criteria.

Applicant's Response

In Policy 24, criteria is mentioned designating the subject site as Low Density Residential and that the minimum required lot size per unit must be 5,000 square feet. The proposed application would create two lots roughly 5,600 square feet in size.

Staff Comment

For the reasons stated by the applicant, the proposal satisfies Policy 24.

Policy No. 35, Public Transportation

Tri-Met Line #17 provides east/west service along SE Holgate Boulevard about two blocks south of the site. For this reason, the proposal satisfies Policy 35.

(9) Policy No. 36, Transportation System Development Requirements

Staff Comment

Conditions of approval requires the owner to dedicate right-of-way for and improve the west half of SE 114th Avenue abutting the east edge of the site. Installation of a sidewalk along SE 113th Avenue abutting the site is also a condition of approval. The County Engineer has determined that the dedication and improvements are necessary in order for the proposal to comply with the adopted Future Street Plan and the provisions of the county Street Standards Ordinance. For these reasons, and subject to the conditions of approval, the proposal satisfies Policy 36.

(10) Policy No. 37, Utilities: This policy requires a finding that the water, sanitation, drainage and communication facilities are available as follows:

WATER AND DISPOSAL SYSTEM

A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR

B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR

C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR

D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

DRAINAGE

E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN—OFF; OR

F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND

G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LARES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

ENERGY AND COMMUNICATIONS

H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND

I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

Staff Comment

Water and Sanitation: The Gilbert Water District has verified that water service will be available to the property by extending a 4-inch line in SE 113th Avenue. Obtaining such verification is a condition of approval. Obtaining a Land Feasibility Study from the County Sanitarian regarding the use of on-site sanitation on Parcel 2 is a condition of approval. Therefore, the proposal complies with Item ***B*** above.

Drainage: A condition of approval requires construction of on-site water retention and/or control facilities adequate to insure that surface runoff volume after development is no greater than that before development. Compliance with the condition will assure satisfaction of Items ***E*** through ***G*** above

Energy and Communication: Portland General Electric provides electric power, Northwest Natural Gas Co. provides gas service and US West provides telephone service. The proposal satisfies Items ***H*** and ***I*** above.

(11) Policy No. 38, Facilities

Staff Comment

The property is located in the David Douglas School District, which can accommodate student enrollment from the additional house located on the site as a result of the proposed land division. Multnomah County Fire District No.10 provides fire protection and the Multnomah County Sheriff's Office provides police protection.

Conclusions: (ZC 8-91)

1. Finding 4 indicates that the proposed zone change meets the Approval Criteria of the Zoning Ordinance as stated in MCC 11.15.8230 (D).

Findings of Fact: (LD 26-91)

1. **Applicant's Proposal:** Please refer to Finding 2 above for ZC 8-91.
2. **Site Conditions and Vicinity Information:** Please see Finding 2 for ZC 8-91.
3. **Land Division Ordinance Considerations (MCC 11.45):**
 - A. The proposed land division is classified as a Type III because it is *a minor partition abutting a street which has a centerline to property line width less than one-half width specified for that functional street classification according to the Multnomah County Street Standards Ordinance* [MCC 11.45.100(B)]. Southeast 114th Avenue is classified under the Street Standards Ordinance as a Local Residential Street with a total right-of-way width of 50 feet. The existing right-of-way width for SE 114th Avenue is 25 feet.
 - B. MCC 11.45.390 lists the approval criteria for a Type III Land Division. The approval authority must find that:
 - (1) *The Tentative Plan is in accordance with:*
 - (a) *the applicable elements of the Comprehensive Plan;*
 - (b) *the applicable Statewide Planning Goals adopted by the Land Conservation and Development Commission, until the Comprehensive Plan is acknowledged to be in compliance with said Goals under ORS Chapter 197; and*
 - (c) *the applicable elements of the Regional Plan adopted under ORS Chapter 197* [MCC 11.45.230(A)].
 - (2) *Approval will permit development of the remainder of the property under the same ownership, if any, or of adjoining land or of access thereto, in accordance with this and other applicable ordinances.* [MCC 11.45.230(B)].
 - (3) *The tentative plan complies with the applicable provisions, including the purposes and intent of [the Land Division] chapter.*[MCC 11.45.230(C)].
 - (4) *... and that the tentative plan complies with the Zoning Ordinance.* (MCC 11.45.390).

4. **Response to Type III Land Division Approval Criteria:**

A. **Applicable Elements of the Comprehensive Plan [MCC 11.45.230(A)]**

- (1) **Statewide Goals and Regional Plan:** For the reasons stated below, the proposal satisfies the applicable policies of the Comprehensive Plan. The Multnomah County Comprehensive Plan has been found to be in compliance with Statewide Goals and the Regional Plan by the State Land Conservation and Development Commission.
- (2) **Applicable Comprehensive Plan Policies:** Please see Finding 4.C for ZC 8-91.

B. **Development of Property [MCC 11.45.230(B)]:** Pending approval of the proposed zone change, approval of the land division will increase the opportunity for development of the site in accordance with the Comprehensive Plan and the LR-5 zoning. The proposed land division would result in the completion of another segment of SE 114th Avenue and would thereby help carry out the adopted Future Street Plan. Approval of the proposed land division would actually improve access to future lots created from property both north and south of the site. For these reasons the proposed land division satisfies MCC 11.45.230(B).

C. **Purposes and Intent of Land Division Ordinance [MCC 11.45.230(C)]**

- (1) MCC 11.45.015 states that the Land Division Ordinance". . .*is adopted for the purposes of protecting property values, furthering the health, safety and general welfare of the people of Multnomah County, implementing the Statewide Planning Goals and the Comprehensive Plan adopted under Oregon Revised Statutes, Chapters 197 and 215, and providing classifications and uniform standards for the division of land and the installation of related improvements in the unincorporated area of Multnomah County.*" The proposed land division satisfies the purpose of the Land Division Ordinance for the following reasons:
 - (a) The size and shape of the proposed lots will accommodate proposed residential development in accordance with the zoning setback requirements without overcrowding, thereby protecting property values.
 - (b) Adequate public water supply is available for the proposed land division. A condition of approval assures that adequate provision will be made for on-site sewage disposal on Parcel 2. Fire and police protection are available to the site. For these reasons, the proposal furthers the health, safety, and general welfare of the people of Multnomah County.

- (c) The proposed land division complies with the applicable elements of the Comprehensive Plan. Since the Comprehensive Plan has been found to be in compliance with Statewide Planning Goals by the State Land Conservation and Development Commission, the proposed land division complies with the Statewide Planning Goals.
 - (d) The proposal meets the purpose of "*providing classifications and uniform standards for the division of land and the installation of related improvements*" because the proposal is classified as a Type III Land Division and meets the approval criteria for Type III Land Divisions as stated herein. The conditions of approval assure the installation of appropriate improvements in conjunction with the proposed land division.
- (2) MCC 11.45.020 states that the intent of the Land Division Ordinance is to..."*minimize street congestion, secure safety from fire, flood, geologic hazards, pollution and other dangers, provide for adequate light and air, prevent the overcrowding of land and facilitate adequate provisions for transportation, water supply, sewage disposal, drainage, education, recreation and other public services and facilities.*" The proposal complies with the intent of the Land Division Ordinance for the following reasons:
- (a) The proposal minimizes street congestion by providing public street access to both lots as shown on the Tentative Plan Map.
 - (b) Public fire protection is available to the property. The property is not located within the 100-year floodplain, and there are no slopes exceeding ten percent. The additional new houses will not significantly increase air pollution levels. For these reasons, the proposal secures safety from fire, flood, geologic hazard, and pollution.
 - (c) The proposal meets the area and dimensional standards of the LR-5 zoning district as explained below and thereby provides for adequate light and air and prevents the overcrowding of land.
 - (d) Findings 2.C, 2.D, 4.C(8) and 4.C(9) above for ZC 8-91 address street and public transportation. Finding 4.C(10) addresses water supply and sewage disposal. Finding 4.C(2) addresses storm drainage. Finding 4.C(11) addresses education, fire protection and police service. Based on those findings, the proposed land division facilitates adequate provision for transportation, water supply, sewage disposal, drainage, education, and other public services and facilities.

D. Zoning Ordinance Considerations: The applicable Zoning Ordinance criteria (MCC 11.15) are as follows:

- (1) Subject to approval of ZC 8-91, the site will be zoned LR-5, Urban Low Density Residential District.
- (2) The following minimum area and dimensional standards will apply per MCC 11.15.2634:
 - (a) The minimum lot size for a single family dwelling shall be 5,000 square feet. As shown on the Tentative Plan Map, both lots exceed this requirement.
 - (b) The minimum lot width at the building line shall be 45 feet. As shown on the Tentative Plan Map, both lots exceed this requirement.
 - (c) The minimum yard setbacks shall be 20 feet front, 5 feet side, and 15 feet rear. The existing house on Parcel 1 has a 30-foot front yard setback, a 20-foot south side yard setback, and a 35-foot rear yard setback. The north side yard setback is less than 5 feet but is a pre-existing condition as the house was built in 1945 before the adoption of zoning regulations.

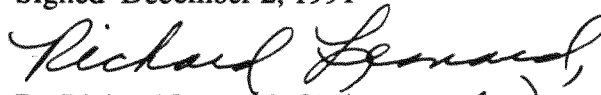

As shown on the Tentative Plan Map, the garage on Parcel 1 is three feet from the proposed rear property line. In order for the garage to meet the setback requirements for detached accessory building under MCC 11.15.2628(A)(4), it is necessary, as a condition of approval, to revise the proposed land division by shifting the rear property line to the east so that the garage occupies no more than 25 percent of the rear yard of Parcel 1. Even with the above revision, there is sufficient buildable area on Parcel 2 to satisfy the yard requirements.

- (d) The proposed land division complies with the solar access provisions of the Zoning Ordinance. Parcels 1 and 2 do not meet the basic design standard of MCC 11.15.6815(A) because the existing road pattern for the area prevents they do not have a north-south dimension greater than 90 feet and they do not have a front lot line within 30 degrees of a true east-west orientation. However, the proposed land division still complies with the solar access provisions of the Zoning Ordinance because the road pattern established for the area by the adopted Future Street Plan prevents Parcels 1 and 2 from from being oriented for solar access. Therefore, pursuant to MCC 11.15.6815(A)(3), the percentage of lots that must comply with MCC 11.15.6815 is reduced from 80 to zero percent.

Conclusions: (LD 26-91)

1. Based on Finding 4.C for ZC 8-91, the proposed land division satisfies the applicable policies of the Comprehensive Plan.
2. Based on Findings 4 for LD 26-91, the proposed land division satisfies the approval criteria for Type II land divisions.

Signed December 2, 1991


By Richard Leonard, Chairman 

Filed With the Clerk of the Board on December 12, 1991

Appeal to the Board of County Commissioners

Any person who appears and testifies at the Planning Commission hearing, or who submits written testimony in accord with the requirements on the prior Notice, and objects to their recommended decision, may file a Notice of Review with the Planning Director on or before 4:30 p.m. on Monday, December 23, 1991 on the required Notice of Review Form which is available at the Planning and Development Office at 2115 SE Morrison Street.

The Decision on this item will be reported to the Board of County Commissioners for review at 9:30 a.m. on Tuesday, December 24, 1991 in Room 602 of the Multnomah County Courthouse. For further information call the Multnomah County Planning and Development Division at 248-3043.

DATE SUBMITTED: December 6, 1991

(For Clerk's Use)
Meeting Date DEC 24 1991
Agenda No. C-1

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: LIQUOR LICENSE

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Deputy H. Haigh TELEPHONE 251-2481

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Deputy H. Haigh

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Attached is the Package Store change of ownership application for the Bob's Corner Grocery & Deli, 13110 SE Division, Multnomah County, Portland, Oregon 97236. The applicant(s) James Choon Kim and Byung Wha Kim have no criminal record and we recommend that the application be approved.

*12/24/91 original to Deputy Haigh via
civil process office*

ACTION REQUESTED:

(☐) INFORMATION ONLY (☐) PRELIMINARY APPROVAL (☐) POLICY DIRECTION (☒) APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA Consent Agenda

IMPACT:

PERSONNEL

(☐) FISCAL/BUDGETARY

(☐) GENERAL FUND

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____ / _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, Etc.)

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

HH/slr/605-AINT

*11/23/91
COUNTY COMMISSIONER
1991 DEC 12 AM 2:34
MULTNOMAH COUNTY
OREGON*

GENERAL INFORMATION

A non-refundable processing fee is assessed when you submit this completed form to the Commission (except for Druggist and Health Care Facility Licenses). The filing of this application does not commit the Commission to the granting of the license for which you are applying nor does it permit you to operate the business named below.

(THIS SPACE IS FOR OLCC OFFICE USE)	(THIS SPACE IS FOR CITY OR COUNTY USE)
<p>Application is being made for:</p> <div> <input type="checkbox"/> DISPENSER, CLASS A <input type="checkbox"/> Add Partner </div> <div> <input type="checkbox"/> DISPENSER, CLASS B <input type="checkbox"/> Additional Privilege </div> <div> <input type="checkbox"/> DISPENSER, CLASS C <input type="checkbox"/> Change Location </div> <div> <input checked="" type="checkbox"/> PACKAGE STORE <input checked="" type="checkbox"/> Change Ownership </div> <div> <input type="checkbox"/> RESTAURANT <input type="checkbox"/> Change of Privilege </div> <div> <input type="checkbox"/> RETAIL MALT BEVERAGE <input type="checkbox"/> Greater Privilege </div> <div> <input type="checkbox"/> SEASONAL DISPENSER <input type="checkbox"/> Lesser Privilege </div> <div> <input type="checkbox"/> WHOLESALE MALT BEVERAGE & WINE <input type="checkbox"/> New Outlet </div> <div> <input type="checkbox"/> WINERY <input type="checkbox"/> Other </div>	<p>NOTICE TO CITIES AND COUNTIES: Do not consider this application unless it has been stamped and signed at the left by an OLCC representative.</p> <p>THE CITY COUNCIL, COUNTY COMMISSION, OR COUNTY COURT OF <u>MULTNOMAH COUNTY</u> (Name of City or County)</p> <p>RECOMMENDS THAT THIS LICENSE BE: GRANTED <u>X</u> DENIED _____</p> <p>DATE <u>DECEMBER 24, 1991</u></p> <p>BY <u>Gladys McCoy</u> (Signature)</p> <p>TITLE <u>GLADYS MCCOY, COMMISSION CHAIR</u></p>
<p>OTHER: <u>pd 62.50 in full #2662 J. Gandy</u></p> <p>APPLICATION RECEIVED</p> <p>NOV 18 1991</p> <p>OREGON LIQUOR CONTROL COMMISSION REGULATORY DIVISION</p>	

CAUTION: If your operation of this business depends on your receiving a liquor license, OLCC cautions you not to purchase, remodel, or start construction until your license is granted.

- Name of Corporation, Partnership, or Individual Applicants:

1) James Choon Kim
 2) Byung Wha Kim
- Present Trade Name Bob's Corner Grocery & Deli
- New Trade Name Same

Year filed 1991
 with Corporation Commissioner OR 97236
- Premises address 13110 S.E. DIVISION Portland

(Number, Street, Rural Route) (City) (County) (State) (Zip)
- Business mailing address Same

(P.O. Box, Number, Street, Rural Route) (City) (State) (Zip)
- Was premises previously licensed by OLCC? Yes X No _____ Year 1991
- If yes, to whom: Do mun Kim & Kwi OK Kim Type of license: P/S
- Will you have a manager: Yes _____ No X Name _____
(Manager must fill out Individual History)
- Will anyone else not signing this application share in the ownership or receive a percentage of profits or bonus from the business? Yes _____ No X
- What is the local governing body where your premises is located? MULTNOMAH
(Name of City or County)
- OLCC representative making investigation may contact: Byung Wha Kim
(Name)
13110 S.E. DIVISION Portland (Address) (503) 761-2530 (Tel. No. — home, business, message)

CAUTION: The Administrator of the Oregon Liquor Control Commission must be notified if you are contacted by anybody offering to influence the Commission on your behalf.

Applicant(s) Signature (In case of corporation, duly authorized officer thereof)

DATE 11-16-91

- James Choon Kim
- Byung Wha Kim
-
-
-
-

Meeting Date: DEC 2 4 1991

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Portland Public Schools

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of the renewal of the annual agreement between Portland Public School District #1 and the Multnomah County Alcohol and Drug Program to provide assesment, referral and treatment services to Multnomah County youth effective July 1, 1991 through June 30, 1992. The \$90,000 in funding is via a Federal grant passed on by the State.

12/30/91 originals to Kathy Tinkle

(If space is inadequate, please use other side)

SIGNATURES:

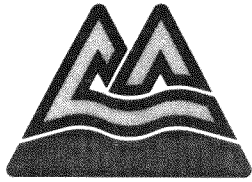
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (ac)

(All accompanying documents must have required signatures)

RECEIVED
MULTNOMAH COUNTY
CLERK'S OFFICE
DEC 16 PM 3:00
1991



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Interim Director
Department of Human Services

Billi Odegaard (cc)

FROM: Gary Smith, Director
Social Services Division

DATE: November 20, 1991

SUBJECT: Approval of an Agreement with Portland Public Schools

RETROACTIVE STATUS: This agreement is retroactive to July 1, 1991 because funding is via State Mental Health Grant Amendment #4 which was not received by Social Services Division until November 5, 1991.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of an Intergovernmental Agreement (IGA) between the Alcohol and Drug Program Office and the Portland Public School District #1 for the period of July 1 through June 30, 1992.

ANALYSIS/BACKGROUND: The agreement attached reflects a \$90,000 federal grant to Portland Public Schools via the State Alcohol and Drug Office for Prevention and Early Intervention services contracted by Multnomah County.

These funds will be used to increase the capacity of Portland Public Schools staff to deal with the new district alcohol and drug related disciplinary policy and to enhance services available to student alcohol and drug offenders through treatment and counseling. Funds are identified in the 91-92 A & D Program contracts budget request.

This document is an Intergovernmental Agreement and therefore exempt from the RFP process.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

RETROACTIVE

MULTNOMAH COUNTY OREGON

Contract # 103832Amendment # —

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-2 December 24, 1991
---	---	---

Contact Person Kathy Tinkle Phone 248-3691 Date November 18, 1991Department Human Services Division Social Services Bldg/Room 160/6Description of Contract An IGA to provide Alcohol and Drug Treatment services to Multnomah County youth as identified in the 1991-92 budget.RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PORTLAND PUBLIC SCHOOL DISTRICTMailing Address 501 N Dixon
Portland, OR. 97227Phone 249-2000Employer ID # or SS # 93-6000830Effective Date July 1, 1991Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 90,000**Payment Term**☐ Lump Sum \$ _____☒ Monthly \$ Allotment☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billie Odegaard (ac)Date 11-21-91Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]Date 12-13-91County Chair/Sheriff [Signature]Date 12/24/91

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	010	1434		AD70	6060		1470		90,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL AND FAMILY SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: from July 1, 1991 to June 30, 1992
CONTRACTOR Name: PORTLAND PUBLIC SCHOOLS DISTRICT #1 Telephone: 249-2000
CONTRACTOR Address: 501 N. DIXON IRS #: 93-6000830
PORTLAND, OREGON 97227 Title XIX #: NA

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the Contractor agrees to provide the services within the service element(s) listed below. County agrees to pay the Contractor per the special and general conditions attached hereto.

PART I. FINANCIAL SUMMARY

	<u>Service Element</u>	<u>Fund Source</u>	<u>Number of Beds/Slots</u>	<u>Rate Per Beds/Slots</u>	<u>Total Annual Maximum Payable</u>	<u>Payment Basis</u>
1)	Prevention/Early Intervention (A-D 70)	State	NA	NA	90,000	Monthly Allotment Adjusted to Actual Expenditures
	CONTRACT TOTAL				<u>90,000</u>	

GENERAL CONDITIONS

WHEREAS, COUNTY is authorized to obtain, by contract, the services necessary to conduct its operation, pursuant to ORS 430.670; and

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applicable. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

CONTRACTOR shall name the State of Oregon, Mental Health and Developmental Disability Services Division, COUNTY, its officers, employees, and agents as Additional Insureds on any insurance policies required herein only with respect to CONTRACTOR'S activities being performed under the agreement.

Such insurance shall be evidenced by a Certificate of Insurance, issued by an insurance company licensed to do business in the State of Oregon, containing a 30-day Notice of Cancellation endorsement and shall be forwarded to COUNTY prior to commencement of the services. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance coverage required herein, CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) days of notification by the insurance company to CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer and shall comply with ORS 656.017. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR'S Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract, does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

4. If CONTRACTOR is determined by COUNTY to be a sub-recipient of federal funds passed through COUNTY, CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.
4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, 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.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, submits executed contracts, amendments or change orders, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

SPECIAL CONDITIONS

Provider: PORTLAND PUBLIC SCHOOLS DISTRICT #1
Fiscal Year 1991-92

- .. Contractor agrees to serve clients in accordance with the following priorities, in conformance with applicable State Administrative Rules.

<u>Service Element</u>	<u>Applicable Admin Rules</u>	<u>Beds/ Slots</u>	<u>Minimum Utilization</u>	<u>Priority Population</u>
Prevention/Early Intervention (A-D 70)	OAR 309-56-000 through 309-56-025	NA	NA	NA

1. OBJECTIVE I

To increase the capacity of school staff and the school police to comply in a prompt and uniform manner with new district alcohol/drug-related disciplinary policies and reporting requirements and to ensure that drug-involved students are identified, assessed, and referred to the appropriate district and/or community service. The district's new alcohol/drug discipline policies were adopted effective January 28, 1991.

- A. From 7/1/91 - 6/30/92, fifty (50) training events serving at least 150 staff will be provided to ensure compliance with new alcohol and drug policies and regulations.
- B. From 7/1/91 - 6/30/92, the District will conduct at least 300 alcohol and drug-related disciplinary hearings according to alcohol and drug policies and regulations.
- C. From 7/1/91 - 6/30/92, at least 600 students will be referred to appropriate District and/or community services.

2. OBJECTIVE II

To enhance the services available to student alcohol/drug offenders enrolled at the district's separate Counteract campus by providing onsite alcohol and drug abuse treatment and counseling and by increasing staff access to training and technical assistance.

- A. From 7/1/91 - 6/30/92, at least 2,000 hours of services from Mainstream and/or other youth alcohol and drug treatment agencies will be provided to Counteract.
- B. From 7/1/91 - 6/30/92, at least 150 hours of training and technical assistance will be provided to Counteract staff from Catalyst and other District alcohol and drug funding sources.

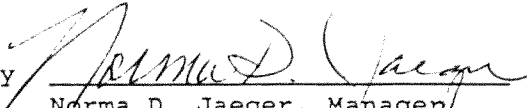
PORTLAND PUBLIC SCHOOLS DISTRICT #1

CONTRACTOR:

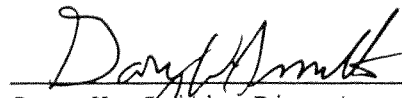
MULTNOMAH COUNTY, OREGON:

By _____
Maurice Caba
Deputy Clerk

Date

By  11-18-91
Norma D. Jaeger, Manager
Alcohol and Drug Program

Date

By  11/20/91
Gary W. Smith, Director
Social Services Division


Date

By  12/24/91
Gladys McCoy
Multnomah County Chair

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By  12.13.91
Date

[4397Z]

Meeting Date: DEC 2 4 1991

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Revision #4 to State Health Division Grant

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of State Health Division grant revision #4 increasing revenue to the County Perinatal Substance Abuse Program \$63,154.

12/24/91 Originals picked up by Herman Brane

(If space is inadequate, please use other side)

SIGNATURES:

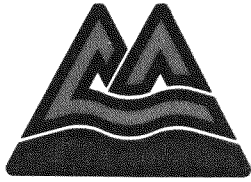
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (cc)

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 DEC 17 PM 2:37
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

VIA: Billi Odegaard, Director, Health Division *Billi Odegaard (w)*
Acting Director, Department of Human Services

FROM: Tom Fronk, Business Services Manager *Tom*
Health Division

SUBJECT: Recommendation to Approve Revision #4 of State Health Division
Grant to Multnomah County for FY 91-92

DATE: November 29, 1991

* * * * * CULTURAL DIVERSITY IS OUR STRENGTH * * * * *

Retroactive: The change included in Revision #4 of the State Health Division grant was initiated by the state and is effective upon the Board's ratification of the revision. However, the state requires that any changes to the grant be reflected for the entire grant period July 1, 1991 to and including June 30, 1992.

Recommendation: The Health Division and the Department of Human Services recommend that the County Chair and members of the Board of County Commissioners approve the attached Revision #4 to the State Health Division grant to Multnomah County for FY 91-92.

Analysis: This revision provides for a revenue adjustment:

Perinatal Substance Abuse	\$63,154 increase
---------------------------	-------------------

This change was not anticipated in the adopted budget and a correcting BUD MOD will follow.

Background: The State Health Division grant is subject to revisions during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state. The increased revenue will offset budget expenses in the Health Division.

[1631k-p]

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102832Amendment # 4

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED REVENUE Multnomah County Board of Commissioners <u>C-3 December 24, 1991</u> </div>
---	---	---

Contact Person Brame Phone x2670 Date 12/3/91Department Human Services Division Health Bldg/Room 160/2Description of Contract FY92 grant revision reflecting an increase in program funding.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Health DivisionMailing Address 1400 S.W. 5th Ave.Portland, OrPhone 229-6380Employer ID # or SS # N/AEffective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 4,248,574Amount of Amendment \$ 63,154Total Amount of Agreement \$ 4,370,427

Amend #2 - \$57,649

Amend #3 - 1,050

Payment Term☐ Lump Sum \$ _____☐ Monthly \$ _____☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billie Odegard/ue Date 12/5/91Purchasing Director _____
(Class II Contracts Only)County Counsel [Signature] Date 12-16-91County Chair/Sheriff [Signature] Date 12/24/91

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT		INC/ DEC IND
01.	156	010	0400						Rev 2383	\$63,154		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date <div style="text-align: right;">This Action</div> <div style="text-align: center;">10/30/91</div> <div style="text-align: right;">REVISION #4</div> <hr/> 3) Award Period From 07/01/91 Through 06/30/92
---	--

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		350,100	0	350,100
Family Planning		329,463	0	329,463
Central Drug Purchasing		431,207	0	431,207 (d) (e)
MCH		326,038	0	326,038 (f)
Prenatal		87,997	0	87,997 (a)
Babies First		65,372	0	65,372 (a) (b)
WIC		1,013,296	0	1,013,296 (a) (c)
WATER		5,613	0	5,613
TB-Case Management		43,361	0	43,361
HIV Counseling & Testing		219,100	0	219,100
Aids Prevention/Education		53,864	0	53,864
STD/VD		122,815	0	122,815

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY92 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(a) Combined MCH / Prenatal / Babies First is \$ 479,407		
(b) Prenatal must be at least \$86,671	(f) ADMIN	75,349
including prenatal outreach of \$10,663	DRUGS	335,858
(c) Babies First! must be at least \$ 65,372		20,000
(d) Includes community education/outreach of \$13,894	TOTAL	-----
and new teen/high risk services of \$27,788		431,207
(e) Does not include Drug Account of \$57,577		
Includes National Priority Project award of \$28,711		

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

Grantee Assurances

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Prevention-Education
AIDS Minority Outreach
County Level Outreach for Gay/Bisexual Men
Drinking Water Program
Family Planning Program
HIV Counseling, Testing, & Intervention
HIV Family Seroprevalence Survey
HIV Surveillance Activities in Multnomah County
High Risk Infant Monitoring and Follow-up, "Babies First"
Immigration
Immunization
Maternal and Child Health/Prenatal
Refugee Health Program
Rural Minority Prenatal Project
SIDS Program
STD Control Program
STD Jackson County Assurances
STD Multnomah County Assurances
State Support for Public Health
TB General Case Management and Epidemiology
TB Outreach
WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

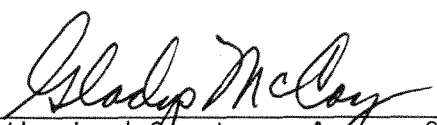
Assistant Administrator,
Health Services

Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division



Authorized County or Agency Officer
and Title: Gladys McCoy, County Chair

Date _____

Date 12/24/91

03/11/91

REVIEWED:
LAURENCE B. KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Date: _____

State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD

<p>1) Grantee</p> <p>Name: Multnomah Co. Community Health</p> <p>Street 426 S. W. Stark St.-7th Floor</p> <p>City: Portland</p> <p>State: OR Zip Code: 97204</p>	<p>2) Issue Date This Action</p> <p style="text-align: center;">10/30/91 REVISION #4</p> <hr/> <p>3) Award Period</p> <p>From 07/01/91 Through 06/30/92</p>
--	---

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
AIDS - Minority Outreach		91,100	0	91,100
AIDS Outreach		90,000	0	90,000
AIDS Surveillance		47,355	0	47,355
Seroprevalance		89,415	0	89,415
TB Outreach		61,487	0	61,487
Refugee Screening		479,122	0	479,122
Refugee TB		38,571	0	38,571
HIV Intervention		27,555	0	27,555
Perinatal Substance Abuse	JRM	193,513	63,154	256,667 (g)
HIV Community Health Care		77,399	0	77,399 (h)
School Based Clinic		63,530	0	63,530 (i)
TOTAL		4,307,273	63,154	4,370,427

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY92 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

- (g) Budget Period: 7/1/91--12/31/91
 (h) Budget Period: 7/1/91--2/28/92
 (i) Includes funding for two clinics

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

Grantee Assurances

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

AIDS Prevention-Education
AIDS Minority Outreach
County Level Outreach for Gay/Bisexual Men
Drinking Water Program
Family Planning Program
HIV Counseling, Testing, & Intervention
HIV Family Seroprevalence Survey
HIV Surveillance Activities in Multnomah County
High Risk Infant Monitoring and Follow-up, "Babies First"
Immigration
Immunization
Maternal and Child Health/Prenatal
Refugee Health Program
Rural Minority Prenatal Project
SIDS Program
STD Control Program
STD Jackson County Assurances
STD Multnomah County Assurances
State Support for Public Health
TB General Case Management and Epidemiology
TB Outreach
WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

Assistant Administrator,
Health Services

Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division

Authorized County or Agency Officer
and Title Gladys McCoy, County Chair

Date _____

Date _____

03/11/91

REVIEWED:
LAURENCE B. KRESSEL, County Chair
for Multnomah County, Oregon
By: _____
Date: 12.16.91

Meeting Date: DEC 24 1991

Agenda Date: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Services Agreement between
Aging Services Division and Tri Met

BCC Informal: _____ BCC Formal: _____
Date Date
DEPARTMENT: Human Services DIVISION: Aging Services
CONTACT: June Schumann/Cilla Murray TELEPHONE: 248-3646
PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Aging Services Division requests approval of an eight-month expenditure contract with Tri Met, for the purchase of door-to-door rides for elderly persons. The \$134,422 contract is for the period November 1, 1991 through June 30, 1992.

Aging Services Division buys rides from Tri Met on behalf of elderly clients. The prior four-month contract with Tri Met was time limited to allow for service continuity while negotiations over price and funding level were held. This new contract maintains services and sets a fixed price per ride.

12/24/91 originals to Cilla Murray

SIGNATURES:

ELECTED OFFICIAL: _____

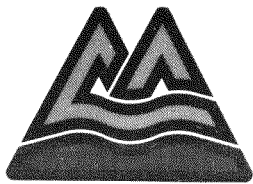
OR

DEPARTMENT MANAGER: Billi Odegaard (ac)
(All accompanying documents must have required signatures)

1795922a

1/90

SEAL OF
CLATSOP COUNTY
1991 DEC 16 PM 3:09
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Interim Director
Department of Human Services

FROM: Jim McConnell, Director
Aging Services Division

DATE: November 26, 1991

SUBJECT: Contract With Tri-Met

Billi Odegaard (oc)

Jim McConnell

Retroactive Status: The contract with Tri-Met is retroactive to November 1, 1991, to cover on-going service delivery. Contract processing was delayed pending receipt of budget and service cost information from the contractor, which became available after the prior contract had expired.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached contract with Tri Metropolitan Transit District (Tri-Met), for the period November 1, 1991 through June 30, 1992.

Analysis: The Aging Services Division is allocating \$134,422 of Federal and County funds in this contract for the purchase of door-to-door rides for elderly clients to go to the doctor, grocery store, and meal site. This contract extends the service through the fiscal year.

Aging Services Division had a four-month contract with Tri-Met for these rides, which expired October 30, 1991. The first contract was time limited because Tri-Met was in the process of revising its service charges; these revised costs are reflected in the new contract.

Aging Services has agreed to pay \$2.00 per ride, no matter what length, for a specified amount of rides. Tri-Met has agreed to subsidize the cost of each ride, for an estimated amount of \$409,860. This agreement maintains a level of service while providing for cost-sharing of the rides.

Background: Funds for this contract are included in the Aging Services Division Budget. ASD has allocated a total of \$203,555 in the two Tri-Met contracts for door-to-door rides for FY 1991-92.

1795922z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

FY91-92

MULTNOMAH COUNTY OREGON

Contract # 103842Amendment # —

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners C-4 December 24, 1991
---	---	---

Contact Person Caroline Sullivan (Cilla Murray) Phone 248-3646 Date November 26, 1991Department Human Services Division Aging Services Bldg/Room B161/3rd FloorDescription of Contract 8-month contract to purchase door-to-door rides for transportation handicapped elderly.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Tri-Metropolitan Transit District of OregonMailing Address 4012 S.E. 17th
Portland, OR 97202Phone (503) 238-4879Employer ID # or SS # 93-0579353Effective Date November 1, 1991Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 134,422**Payment Term**☐ Lump Sum \$ _____☒ Monthly \$ Fee for Service☐ Other \$ _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Billi Odegard (uc) Date 11-28-91Purchasing Director _____ Date _____
(Class II Contracts Only)County Counsel [Signature] Date 12-13-91County Chair/Sheriff [Signature] Date 12/21/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.		SEE	ATTACHED								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

103210

CONTRACT FOR SERVICES
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION

TERM OF CONTRACT: From November 1, 1991 To: June 30, 1992
CONTRACTOR NAME: Tri-Metropolitan Transit District of Oregon TELEPHONE: 238-4879
CONTRACTOR ADDRESS: 4012 SE 17th IRS NUMBER: 93-0579353
Portland, OR 97202

This contract is between Department of Human Services, Aging Services Division (also known as Area Agency on Aging) acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Tri-Metropolitan Transit District of Oregon (Tri-Met), hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

Service	Units	Rate	Total County Funds	Program Income*	Total County Funds and Program Income*
Rides	69,000 rides	\$2.00	\$134,422	\$3,578	\$138,000

*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above. COUNTY will disburse not more than \$134,422 under this contract.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period.

d. CONTRACTOR shall ensure that for aging services, elderly persons or others on their behalf, and for community action services, low income persons (below 125% of poverty) or others on their behalf, have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request and receive a fair hearing.

e. CONTRACTOR shall ensure that its employees are adequately trained to carry out the activities required under this contract and shall verify that its employees are processing any eligibility determinations and service authorizations correctly.

f. CONTRACTOR shall transfer existing client load to this contract to ensure continuity of service.

g. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract.

h. Provision of services under this contract is restricted to Multnomah County.

2. Consideration

a. CONTRACTOR shall be reimbursed on a fee-for-service basis according to the schedule set forth on page 1 and summarized on Attachment A, Budget Summary, incorporated herein by this reference. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.

b. CONTRACTOR shall provide a minimum of \$0 to match funding provided under this contract. This can be provided as cash, in-kind, or a combination.

c. Upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

d. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the tenth (10th) working day of each month.

Required program reports, which support payment requests, shall be submitted on or before close of business the tenth (10th) working day of each month.

e. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

f. 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, or perform or document the performance of contracted services, 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. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

g. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency.

h. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

i. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

j. Upon termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the State of Oregon. All property purchased with COUNTY funds is the property of COUNTY.

3. Program Reporting Requirements

a. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

b. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect shall result in delayed reimbursement.

c. All final program reports shall be submitted to the COUNTY by the forty-fifth (45th) calendar day following the end of the effective period for that program.

d. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY to comply with state or federal requirements. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

4. Operating Hours

CONTRACTOR shall notify COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

5. Contract Amendments

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed.

6. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period up through June 30, 1992. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply.

7. Special Conditions

A. CONTRACTOR agrees to provide rides authorized by COUNTY at a cost to the COUNTY of \$2.00 per ride. CONTRACTOR agrees to subsidize additional costs for the rides.

B. CONTRACTOR agrees to work with Aging Services Division, District Center, and Nutrition Project staff through established meetings or special meetings as necessary to identify, negotiate, and implement as feasible changes in policy and procedure which will improve quality and reliability of service delivery.

C. CONTRACTOR agrees to carry out provisions and policies of the Older Americans Act and Aging Services Division, including the collection, accounting, and utilization of client contributions and the Targeting Policy.

D. CONTRACTOR agrees to provide regular training and follow-up for drivers to ensure high quality and reliable service and to ensure that provisions of the Older Americans Act and Aging Services Division policies are actively implemented.

E. CONTRACTOR agrees to provide required billing and service data in a format compatible with the COUNTY'S Management Information System network.

F. CONTRACTOR and COUNTY agree to work together to increase State support and maintain local resources for door-to-door transportation.

PART B. GENERAL CONDITIONS

1. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

2. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY'S administrative authority for services provided under this contract.

3. Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued state approval of COUNTY'S work plans and the continued allowability of planned services under state or federal statutes, regulations, or policies.

4. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in the Request for Proposal and Contract Renewal Packages and are hereby by this reference incorporated into this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

5. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

6. Conflict of Interest

CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. Fiscal and Audit Requirements

a. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, and other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

b. In Attachment A, Budget Summary, hereby incorporated into this contract, CONTRACTOR has established a price for each service provided under this contract which is based on cost of providing the service. CONTRACTOR represents and warrants that the prices shown in Attachment A, Budget Summary are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract.

c. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year provided the audit period includes at least six (6) months of this contract period. Said audit shall be performed according to federal and state law and rules. A copy of the audit and accompanying management letter shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

8. Grievances

CONTRACTOR must establish a system through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR shall notify COUNTY of all grievances which it is not able to resolve and shall process the grievances as directed by COUNTY, in accordance with COUNTY grievance procedures.

9. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or its subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and

employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S or its subcontractor's performance of its duties under this contract. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.

10. Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

11. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Workers Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A

certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

b. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR by any subcontractor or vendor which, in the opinion of CONTRACTOR, may result in litigation related in any way to this contract.

14. Monitoring

a. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform to state and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

b. COUNTY is responsible for monitoring CONTRACTOR'S financial contract compliance and fiscal performance under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. CONTRACTOR shall abide by such financial procedures as may be specified in writing by COUNTY, under the Single Audit Act of 1984 and funding source contracts. Recovery of funds shall be made as prescribed in this contract in the event of unauthorized expenditures, nonperformance of contract conditions, excess payments, payment withholding, or contract termination. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

c. CONTRACTOR shall provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance.

15. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

16. Ownership of Work Product

All work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

17. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR.

18. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

19. Termination

a. Violation of any of the rules, procedures, attachments, or terms of this contract shall, at the option of either party, be cause for termination of this contract, and unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding or reduction of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

b. This contract may be terminated by either party by thirty (30) days written notice to the other party.

c. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, or if CONTRACTOR fails to continue to provide services for the entire contract period.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) If the contract between COUNTY and any funding source for provision of aging services, emergency basic needs, or community action services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

d. COUNTY may require that all expenditures be suspended upon delivery of a notice to terminate the contract, and any additional expenditures must have prior approval by COUNTY. Unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract. All unexpended money, property, and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

PART C. GENERAL CONDITIONS: AGING SERVICES

1. Advisory Committee

CONTRACTOR shall support an Advisory Committee which meets at least bi-monthly and which meets the following criteria:

a. The membership shall be broadly representative of the elderly population and should include representatives of: both sexes; major ethnic groups; professional, business, labor, government, education, volunteer, and civic groups; and clients.

b. Persons age 60 and older shall make up more than fifty percent (50%) of the Advisory Committee membership.

c. Members shall serve without pay and accrue no financial benefit as a result of membership on the Advisory Committee. This does not preclude reimbursement for costs incurred.

d. The Advisory Committee shall have written by-laws which shall include the responsibility to: 1) advise CONTRACTOR regarding policies, programs, and actions affecting the delivery of services under this contract, and 2) review and comment on policies, programs, and actions of other agencies which affect older people.

CONTRACTOR shall maintain a file of all minutes of Advisory Committee meetings and make that file accessible upon request of the COUNTY.

2. Client Services

Where services are authorized by case managers, CONTRACTOR agrees to serve all clients referred for appropriate services, within constraints of funding causing waiting lists. If the safety of the CONTRACTOR or its employees is threatened or if the CONTRACTOR or its employees are subjected to discrimination, including sexual harassment, or other violation of law by a client, CONTRACTOR shall try to resolve the situation in consultation with the case manager. If the situation is not resolved, CONTRACTOR shall notify COUNTY for further action.

3. Contract Between State and County

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the State of Oregon Senior and Disabled Services Division and COUNTY, which provides funding for this contract.

4. Contractor Publicity

a. CONTRACTOR shall reference Multnomah County Aging Services Division as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah County.

b. Where the CONTRACTOR plans to use COUNTY contracted services to solicit donations and/or contributions from the public to support programs for the elderly, the CONTRACTOR shall fully disclose to the COUNTY the amount of those funds received and their planned uses. The COUNTY shall include these amounts in calculating unit costs and cost effectiveness.

5. Contributions

a. CONTRACTOR shall establish a system of informing clients of the opportunity to make a contribution toward the cost of services received. The system shall explain the contributions policy to each client, ensure the privacy of the contribution, and establish appropriate accounting controls. All such contributions shall be retained and used by CONTRACTOR to extend services to eligible clients in accordance with Aging Services Division policy, subject to COUNTY'S continuing approval. CONTRACTOR shall assure that the provision of service to an older person is not made dependent upon a contribution.

b. CONTRACTORS delivering sliding fee scale services shall, instead, use the fee scale provided by COUNTY to notify clients of the fee assessed for service based on their net income and shall establish appropriate collection, follow-up, and accounting mechanisms.

6. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY, including coordination with Aging Services Division's Long Term Care Branches and program, and to provide all data which may be required by COUNTY and state programmatic goals. CONTRACTOR representatives at COUNTY'S monthly "Contractors Meeting" shall have the responsibility and authority to update the COUNTY on CONTRACTOR'S activities that have an impact on the aging services system.

7. Copyright and Patent Infringement

CONTRACTOR agrees that the U.S. Department of Health and Human Services and the State of Oregon will receive a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to do so, all instructions, files, and documents relevant to information developed in whole or in part from funding derived from this contract.

8. Private, Proprietary Provider Approval

CONTRACTOR, if a private proprietary provider and receiving funds under the Older Americans Act, acknowledges that this contract must be approved by the State Senior and Disabled Services Division before this contract is effective.

9. Retention of Records

a. All financial records, including but not limited to books, invoices, statistical records, and supporting documents pertinent to this contract, shall be retained for three (3) years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. CONTRACTOR shall retain client service files and records for a period of five (5) years.

c. Records involving matters in litigation shall be kept no less than one year after final resolution, which includes all appeals.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

TRI-METROPOLITAN TRANSIT DISTRICT OF OREGON

BY *June J. Shumara* 11/20/91
Aging Services Division Date
Program Manager

BY _____
Agency Executive Director Date

BY *James W. Connell* 11/24/91
Aging Services Division Date
Director

BY *Gladys McCoy* 12/25/91
Gladys McCoy Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

BY *LA Kessel* 12.13.91
Date

15-Nov-91

BUDGET SUMMARY

CONTRACTOR: Tri-Met

FISCAL YEAR: 1991-92, Contract #2

MOD #

File Name: bstm922

SERVICE	UNITS	CLIENTS	ASD FUNDING					AGENCY UNIT COST SUBSIDY				TOTAL CONTRACT		AGENCY PROGRAM SUBSIDY				
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			ASD	PROGRAM	USDA	SUBTOTAL	CONTRACT	AGENCY	AGENCY	TOTAL	AG. SHARE	TOTAL	UNIT	AGENCY	AGENCY	TOTAL	UNITS	UNIT
			FUNDS	INCOME		ASD	RATE	CASH	INKIND	AGENCY	PER UNIT	FUNDS	COST	CASH	INKIND	AGENCY		COST
Transport	69,000	500	\$134,422	\$3,578		\$138,000	\$2.00	\$409,860		\$409,860	\$5.94	\$547,860	\$7.94				\$0	NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
TOTAL	XXXXXXXXXXXXXXXXXX		\$134,422	\$3,578	\$0	\$138,000	XXXXXXXXXX	\$409,860	\$0	\$409,860	XXXXXXXXXX	\$547,860	XXXXXXX	\$0	\$0	\$0	XXXXXXXXXXXXXXXXXX	

ASD, 10/88

NOTE: CONTRACT RATE IS ESTIMATED.

DECLARATION OF SELF-INSURANCE

Tri-Met is self-insured for public liability for the minimum of the amounts set forth in ORS Chapter 30.

Kevin McDonald

KEVIN E. McDONALD
DIRECTOR
CONTRACTS AND LEGAL SERVICES

Meeting Date: DEC 24 1991

Agenda Date: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: "Who Will Care" Intergovernmental Revenue Agreement Between
Aging Services Division and State Senior and Disabled Services Division

BCC Informal: _____ Date _____ BCC Formal: _____ Date _____
DEPARTMENT: Human Services DIVISION: Aging Services
CONTACT: June Schumann/Jan Tucker TELEPHONE: 248-3646
PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Aging Services Division requests approval of the \$13,480 intergovernmental revenue agreement between Aging Services Division and State Senior and Disabled Services Division, which covers the "Who Will Care" grant project for the period October 1, 1991 through December 31, 1991. The contract extends the grant period from October 1, 1991 through December 31, 1991.

The "Who Will Care" grant project seeks to recruit and retain client-employed caregivers. A training series to enhance caregivers' skills is near completion, and contacts with minority organizations have been made. The extension will be used to wrap up these activities.

† DHS Budget Modification #43 accompanies this intergovernmental revenue agreement. †

12/24/91 Originals to Cella Thurner

SIGNATURES:

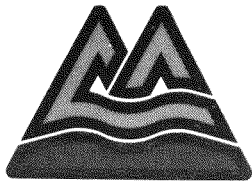
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Odegaard (as)
(All accompanying documents must have required signatures)

wwc92a

1991 DEC 17 PM 2:35
MULTI-COUNTY
OREGON
COUNTY CLERK



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (cc)*
Department of Human Services

FROM: Jim McConnell, Director *Jim*
Aging Services Division

DATE: December 6, 1991

SUBJECT: "Who Will Care" Intergovernmental Revenue Agreement with Senior and Disabled Services Division, and DHS Budget Modification #43

Retroactive Status: The intergovernmental revenue agreement is retroactive to October 1, 1991, the date set by the State. This extends the grant period through December with no loss in service coverage.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached revenue contract with the State Senior and Disabled Services Division, for the period October 1, 1991 through December 31, 1991.

Aging Services Division also recommends the accompanying DHS Budget Modification #43.

Analysis: The "Who Will Care" intergovernmental revenue agreement provides \$13,480 in Title IV grant funds for the period October 1, 1991 to December 31, 1991. Contract funding is based on grant funds unspent through September 1991 plus an additional \$500 for Caregiver Week activities.

This contract increases the Older Americans Act Title IV Who Will Care revenues from \$36,649 to \$37,149, for the total grant period of July 1, 1990 through December 31, 1991.

DHS Budget Modification #43 adds \$3,156 of Who Will Care grant revenues to the FY 1991-92 Aging Services Division, Org 1710 Budget, in Materials and Services lines. These funds are composed of the new \$500 and \$2,656 of unexpended prior year grant funds, which were not included in the original Budget estimate.

Background: An amendment to extend the original contract arrived after that contract expired September 30, 1991. Because the County could not process the expired amendment, Senior and Disabled Services Division has prepared a new contract to cover the balance of the grant period.

wwc92z



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103932

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement Revenue RATIFIED Multnomah County Board of Commissioners C-5 December 24, 1991

Contact Person June Schumann (Cilla Murray) Phone 248-3646 Date December 3, 1991

Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Contract extends the "Who Will Care" grant project to 12/31/91.

Title IV- Who Will Care Project

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

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

Contractor Name Senior and Disabled Services Division

Mailing Address 313 Public Service Building
Salem, OR 97310

Phone (503) 378-4728

Employer ID # or SS # N/A

Effective Date October 1, 1991

Termination Date December 31, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 13,480

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ Per Payment Request

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billie Odegaard (av)

Date 12-6-91

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 12-16-91

County Chair/Sheriff [Signature]

Date 12/24/91

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1710					2042	OAA-Title IV	\$13,480	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

DEPARTMENT OF
HUMAN
RESOURCES

SENIOR AND
DISABLED SERVICES
DIVISION

INTERAGENCY AGREEMENT

This Agreement is made and entered into by and between the Senior and Disabled Services Division, hereafter referred to as Division, and Multnomah County Aging Services Division hereafter referred to as AAA.

1. Purpose

This agreement authorizes the AAA to use its professional expertise in providing planning and program implementation pursuant to the Division project known as "Who Will Care? A Model Collaborative Project." Funding for this agreement is provided by a federal grant award from the Department of Health and Human Services, Administration on Aging, by authorization of the Older Americans Act of 1965, Title IV, Public Law 89-73, as amended.

2. Objectives

- a. Subject to the provisions of this agreement, AAA agrees to accomplish the work described on Exhibit "A", entitled Attachment D, AAA "Who Will Care?" Mini Projects, attached hereto and by this reference made a part hereof.
- b. Results of this project should provide Division and AAA with useful guidance and approaches for developing long term programs and services for the project target population and best utilization of state, local and private resources to meet the potential needs of Oregon's senior citizens.

3. Designation of Liaison

Division and AAA intend to administer this agreement through the following designated liaisons:

- a. The liaison for Division is Assistant Administrator, Education and Training Section.
- b. The liaison for AAA is Director, James McConnell.

Barbara Roberts
Governor10815/gs/1
11-20-91

313 Public Service Bldg.
Salem, OR 97310
(503) 378-4728 (Voice/TDD)
(503) 373-7823 (FAX)
1-800-282-8096 (TOLL FREE)
SDS 1666 (5/91)

4. Responsibilities of Each Party

Division assumes the following responsibilities under this agreement:

- a. Provide staff support and consultation with the AAA on planning standards and implementation criteria as indicated in Item 2.a. above.
- b. Make expenditure and reimbursement payments to the AAA upon presentation of a billing using the format as shown on Exhibit "B", attached hereto and by this reference made a part hereof.
- c. Division agrees to pay the AAA a sum not to exceed \$13,480 for accomplishment of the work objectives. Expenses are authorized from October 1, 1991.
- d. Division will formulate a statewide evaluation report from data compiled by the AAA and other sites participating in the overall project, and work with the Office of the U.S. Commissioner on Aging regarding financial assistance and performance requirements under the demonstration model project award.

AAA assumes the following responsibilities under this agreement:

- a. Plan and implement the work objectives stated above. AAA shall not enter into any subcontracts under this agreement without first obtaining prior written approval from the Division. AAA will provide Division with copies of approved subcontracts.
- b. Submit reports to Division in accordance with Exhibits "A" and "B" referenced above.
- c. Travel and per diem expenses are included in the amount of consideration as stated in Item 4.c.

5. Confidentiality

Division and AAA are required to maintain confidentiality of information and records for participants in the Model Collaborative Project in accordance with state and federal laws and regulations.

6. Legal Authority

The general authorities for entering into this cooperative agreement may be found in ORS Chapters 190, and 411.

7. Amendments

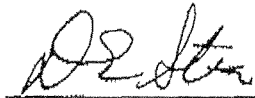
This agreement may be amended by either party with concurrence of the other. Amendments must be in writing and signed by both Division and AAA.

8. Term of Agreement

- a. This agreement covers the period from October 1, 1991 through December 31, 1991.
- b. Either party may terminate this agreement upon delivery of a written notice 30 days in advance of the termination effective date.

9. Approval

SENIOR AND DISABLED SERVICES
DIVISION



Administrator/Delegate

12-4-91
Date

Reviewed by Grant Director

Date

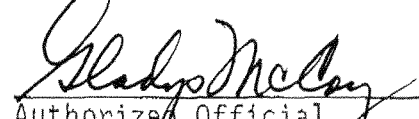


Reviewed by Contracts Unit

12-2-91
Date

SDSD Cost Center: 701-1-11-15-14-04

MULTNOMAH COUNTY
AGING SERVICES DIVISION



Authorized Official


12/24/91
Date



Reviewed by AAA Director

Date

REVIEWED: Laurence Kressel, County
Counsel, Multnomah County Oregon

 12-16-91
Date

ATTACHMENT D

AAA "WHO WILL CARE?" MINI PROJECTS

The purpose of the mini retention/recruitment projects, to be planned and implemented by the Area Agencies on Aging, is to enhance the collaborative aspect of the "Who Will Care?" grant by creating new partnerships and encouraging community involvement in finding the solution to the shortage of long term care workers. Senior and Disabled Services Division's grant staff will provide technical assistance and funding to AAAs to help them develop or expand upon services (for current and potential caregivers).

The AAAs will need to select a community in their area which is experiencing a long term care worker shortage and develop a plan with community leaders to address this issue. SDSD will provide technical assistance and funding for the planning process.

SDSD grant staff will also review all plans which must involve community collaboration. The allocation of funds for planning during the first year of the grant is based on the Older Americans Act allocation formula base plus population factor. During the second year of the grant, AAAs will receive technical assistance and funding to implement the local response to the long term care worker shortage.

PROCEDURES FOR PLANNING PROCESS

1. Select a community or communities where the project will be implemented.
2. Determine which community resources and organizations should be invited to be involved to ensure that the project is a collaborative effort.
3. Form a task force of collaborative partners to determine the extent of the worker shortage and plan of action.
4. Refine the plan of action and submit it to the Grant Director at Senior and Disabled Services Division (SDSD). Include in this plan, the type of technical assistance you would like from SDSD grant staff and the role of your collaborative partner(s). Also include with your plan a budget detail with the proposed expenditures for both the planning and implementation process.
5. Implementation of the projects should begin no later than October 1, 1991 and end by December 31, 1991.
6. Submit a final report within 60 days of the contract ending date.
7. Information and results from the 18 AAA mini projects will be summarized for national dissemination.

IDEAS FOR MINI PROJECTS

1. Organize a caregiver listing service which would provide trained and screened workers to families.
2. Develop a model project on low cost health care for long term care workers.
3. Collaborate with local community college for training of long term workers.
4. Develop a direct mail campaign. Mail a flyer with targeted message for a select group of potential workers, i.e. retired citizens, students, dislocated homemakers, etc. Create and send out a marketing piece that is visually pleasing and encourages the reader to take action and includes instructions for action.
5. Develop and maintain a Resume Bank and/or Job Bank and match screened, trained workers and Providers.
6. Letter to editor campaign to correspond with any national legislation or local event that might be going on regarding the worker shortage for dependent senior citizens.
7. Cultivate and coordinate a caregiver support group.
8. Create and maintain a resource center for long term care workers. Provide any combination of the following resources:
 - Child care assistance
 - Training assistance and information
 - Medical and/or dental assistance
 - Clothing assistance
9. Create and deliver an extensive public relations campaign to include:
 - Radio spots
 - Newspaper ads
 - TV announcements
10. Coordinate mini training sessions for potential caregivers and set up visit program with caregivers on the job.

* The preceding items are ideas for the planning and implementation of the "Who Will Care?" mini projects. Each area will have different needs and conditions so please use these examples if you would like, but feel free to tailor them to the needs of your individual communities. Moreover, if none of the above ideas seem appropriate, please feel free to develop another plan.

Senior and Disabled Services Division
Who Will Care Title IV Grant
Expenditure and Cash Reimbursement
For Period Ending _____

District _____

Contract No. _____

Contract Amount _____

	Status of Cash		Status of In-Kind	
	This Period	Cumulative	This Period	Cumulative
a. Received	_____	_____	XXX XX	XXXXX
b. Expended	_____	_____	_____	_____
c. Ending Balance	_____	_____	XXX XX	XXXXX

Agency Comments:

Cash Request

We hereby request reimbursement in the amount of \$ _____

I certify that the information
reported above is correct.

(Signature)

(Title)

(Date)

Do Not Write Below This Line: Space Is For SDSD Only

Amount Approved for Payment: \$ _____

Comments:

(Date)

(Signature)

SDS(WWC)

Meeting Date: DEC 24 1991

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Physicians Care Organization Agreement

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Board ratification of Physicians Care Organization (PCO) Agreement continuing the revenue agreement through September 30, 1992. The agreement will allow the State of Oregon by and through its Office of Medical Assistance Programs to pay the County for providing medical and dental services to state Medicaid clients.

12/24/91 originals picked up by Herman Beane

(If space is inadequate, please use other side)

SIGNATURES:

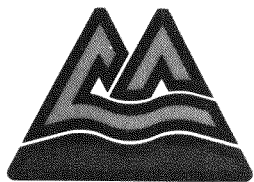
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billie Odegard (ad)

(All accompanying documents must have required signatures)

CLERK OF
COUNTY BOARD
1991 DEC 19 4:10 PM
MULTICOUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674
FAX (503) 248-3676

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director, Health Division and
Acting Director, Department of Human Services *Billi Odegaard (uc)*

FROM: Tom Fronk, Business Services Manager
Health Division *Tom*

DATE: December 16, 1991

SUBJECT: Intergovernmental Revenue Agreement with State of Oregon, Office of
Medical Assistance Programs

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this Intergovernmental Revenue Agreement with the Oregon Department of Human Services, Office^{CA} Medical Assistance Programs for the period upon execution to and including September 30, 1992.

Analysis: The State operates a basic health services program for its medical clients and desires to contract with Multnomah County, a Physicians Care Organization (PCO), to provide certain medical and dental services for its medical clients. The state agrees to reimburse the County as follows:

- a) Capitation Fee, including Optional Services \$42.04
- b) Risk Limitation Coverage is \$3,000 per member per 12 month period
- c) Net Capitation Fee after deducting risk limitation coverage is \$41.88
- d) Pharmacy - \$4.88 per member per month
- e) Dental - \$4.19 per member per month

Background: This program was mandated by the State Legislature and has been operational since January 1985. The County's current Physician's Care Agreement with the State expires December 31, 1991.

[1755k-p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103982

Amendment # —

MULTNOMAH COUNTY OREGON

CLASS I <input type="checkbox"/> Professional Services under \$10,000	CLASS II <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED REVENUE Multnomah County Board of Commissioners C-6 December 24, 1991 </div>
---	---	---

Contact Person Brame HBB Phone x2670 Date 12/17/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Physicians Care Organization Agreement providing County with
monthly capitation fee of \$42.04 per month including optional services, Risk
Limitation Coverage is \$3,000 per member per month period. Net capitation fee
is \$41.88, pharmacy \$4.88 per member per month, \$4.19 per member per month for dental.

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

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

Contractor Name Oregon Department of Human Services
Office of Medical Assistance Programs

Mailing Address 203 Public Service Bldg.
Salem, Or 97310

Phone 378-2263

Employer ID # or SS # N/A

Effective Date Upon Execution

Termination Date September 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

N/A

Payment Term

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____
- ☐ Other \$ _____
- ☐ Requirements contract - Requisition required.
- Purchase Order No. _____
- ☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegaard (cc)

Date 12-17-91

Purchasing Director
(Class II Contracts Only) [Signature]

Date _____

County Counsel [Signature]

Date 12-19-91

County Chair/Sheriff [Signature]

Date 12/24/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0700						2600 Rev. Source Requirements		
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

PHYSICIAN CARE ORGANIZATION

TABLE OF CONTENTS

1.	INTRODUCTION:	1
2.	STATUS OF CONTRACTOR	1
3.	CONSIDERATION	1
4.	TERM AND APPROVAL	2
5.	AMENDMENTS	2
	a. <u>Amendments Generally</u>	2
	b. <u>Deletion of "Optional" Covered Services</u>	2
6.	DEFINITIONS	3
7.	HEADINGS/ORDER OF PRECEDENCE:	6
8.	ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY	7
	a. <u>Enrollment</u>	7
	(1) <u>Enrollment Procedures</u>	7
	(2) <u>Open Enrollment Period</u>	7
	(3) <u>Acceptance of Applicants</u>	7
	(4) <u>Dual Coverage</u>	8
	(5) <u>OMAP Enrollee</u>	8
	b. <u>Disenrollment and Reenrollment Rights</u>	8
	(1) <u>Disenrollment</u>	8
	(2) <u>Reenrollment</u>	8
	c. <u>Disenrollment</u>	8
	(1) <u>Contractor Requests Disenrollment</u>	9
	(2) <u>Adverse Change in Member's Health</u>	9
	(3) <u>Conditions and Effective Dates of Disenrollment</u>	9
	(4) <u>Settlement of Account</u>	11
	d. <u>Effective Date of Coverage</u>	11
	e. <u>Eligibility</u>	11
9.	RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT:	11
	a. <u>Responsibility for Performance</u>	12
	b. <u>Insurance and Indemnification</u>	12
	c. <u>OMAP and Members Not Agent or Representative of Contractor</u>	12
	d. <u>Contractor Not Employee, Officer or Agent of OMAP</u>	13
10.	RATES AND FEES	13
	a. <u>Capitation Fees</u>	13
	b. <u>Adjustments</u>	15
	c. <u>Other Charges</u>	15
	d. <u>Medicare and Third Party Resources Payments</u>	15

11.	SERVICES AND BENEFITS	16
a.	<u>Physician Services and Other Medical Services in Hospitals and Medical Offices</u>	16
b.	<u>Radiology and Pathology and Diagnostic Tests</u>	17
c.	<u>Medical Case Management</u>	17
d.	<u>Early and Periodic Screening, Diagnosis and Treatment</u>	18
e.	<u>Immunizations</u>	18
f.	<u>Payment in Lieu of Service Benefits</u>	18
g.	<u>Emergency Services Received from Providers not Contracting with Contractor</u>	19
h.	<u>Choice of Health Professional</u>	20
i.	<u>Out Of State Non-Emergency Services</u>	21
12.	EXCLUSIONS AND LIMITATIONS:	21
a.	<u>Exclusions</u>	21
b.	<u>Limitations</u>	24
13.	TERMINATION OF AGREEMENT	25
a.	<u>Conditions of Termination</u>	25
b.	<u>Settlement Process</u>	27
c.	<u>Effect of Termination</u>	28
14.	MISCELLANEOUS PROVISIONS	28
a.	<u>Agreement Binding on Members</u>	28
b.	<u>Applications, Statements, and Questionnaires</u>	28
c.	<u>Identification Cards</u>	29
d.	<u>Rights to Examine Records</u>	29
e.	<u>Administration of Agreement</u>	29
f.	<u>Right of Provider Appeal</u>	29
g.	<u>Notices</u>	29
h.	<u>Nondiscrimination in Employment</u>	30
i.	<u>Nondiscrimination in Client Service</u>	31
j.	<u>Assignment of Agreement or Claims</u>	32
k.	<u>Safeguarding of Member Information</u>	32
l.	<u>Right of Access and Inspection</u>	32
m.	<u>Savings</u>	33
n.	<u>Risk Assumption</u>	34
o.	<u>Membership Grievance Procedure</u>	34
p.	<u>Fiscal Records, Controls, Reports and Monitoring Procedures</u>	36
q.	<u>Subcontracts</u>	37
r.	<u>Subcontracts with Public Entities</u>	39
s.	<u>Member's Handbook</u>	39
t.	<u>Promotional Materials</u>	40
u.	<u>Rate Assurance</u>	40
v.	<u>Payment to Others</u>	40
w.	<u>Marketing</u>	40
x.	<u>Third Party Resource Recovery</u>	41
y.	<u>Miscellaneous Federal Requirements</u>	43
z.	<u>Hysterectomies</u>	43

aa.	<u>Quality Assurance System</u>	44
ab.	<u>Severability</u>	44
ac.	<u>Successors in Interest</u>	44
ad.	<u>Waiver</u>	45
ae.	<u>Risk Limitation</u>	45
af.	<u>Incorporation</u>	46
ag.	<u>OMAP Authority</u>	47
ah.	<u>Worker's Compensation Coverage</u>	47
ai.	<u>Dual Payment</u>	47
aj.	<u>Tax Compliance</u>	47
ak.	<u>Cooperation with Utilization, Quality, or</u>	
	<u>Access Review</u>	47
al.	<u>Truth in Lobbying Act</u>	48
15.	MERGER:	50
16.	CONTRACTOR INFORMATION	50
17.	SIGNATURES	50
EXHIBIT A		51
MEMBER GRIEVANCE FORM		51
EXHIBIT B		1B
GRIEVANCE PROCESS		1B
EXHIBIT C		2B
STANDARDS TO PROVIDE SERVICE		2B

OMAP CONTRACT # 91-H-051

PHYSICIAN CARE ORGANIZATION AGREEMENT

1. INTRODUCTION:

This Agreement, is hereby entered into between Multnomah County Department of Human Resources, hereinafter called "Contractor", and the State of Oregon, by and through its Office of Medical Assistance Programs, hereinafter called OMAP.

2. STATUS OF CONTRACTOR: Contractor is a Physicians Care Organization and certifies that it meets the Standards to Provide Service, as set forth in Exhibit "C" of this Agreement, which is attached hereto and hereby incorporated herein by reference. If Contractor is a Health Services Contractor as defined in ORS 750.005(2), Contractor shall not provide prepaid health services on a prepaid basis to any persons other than OMAP clients, unless Contractor meets all statutory and regulatory requirements as a Health Services Contractor under ORS Chapter 750.

3. CONSIDERATION:

For the period from the execution of this contract through September 30, 1992:

The amount payable per Member per month as the Capitation Fee, including Optional Services, if any, is \$ 42.04. Risk limitation coverage selected by Contractor under this Agreement is at \$3,000.00 per Member per 12 month period and the premium is payable by Contractor. After deducting the cost for risk limitation coverage, the Net Capitation Fee will be \$41.88 which is a reduction of \$0.16 per Member per month.

The Capitation payable for the optional services, included above is:

- a. Pharmacy \$4.88 per member per month.
- b. Dental \$4.19 per Member per month.

DRAFT

D:\MULT91

November 25, 1991

4. TERM AND APPROVAL:

This Agreement is not effective until approved in writing for legal sufficiency by the Oregon Department of Justice and signed by the parties. Upon approval of the above, as evidenced by the signature of an authorized representative, the term of this Agreement will be from the execution of this Contract through September 30, 1992.

In the event that the provisions of The Oregon Basic Health Services Act (Senate Bill 27, enacted as Chapter 836, Oregon Laws, 1989) for the provision of coverage of eligible persons are implemented, this Contract shall terminate as of the effective date of such implementation.

This Agreement may be renewed on a yearly basis.

In order for renewal to be effective, the renewal agreement must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties in writing prior to the expiration of this contract or any extension thereof.

5. AMENDMENTS:

a. Amendments Generally

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument which must receive written approval for legal sufficiency by the Oregon Department of Justice and be signed by the parties.

b. Deletion of "Optional" Covered Services

In addition to those mandatory services specified in Section 11 SERVICES AND BENEFITS subparagraphs a. through g., Contractor has agreed to provide, in accordance with the provisions of that section, the following "optional" services: Pharmaceutical and Dental at rates calculated under Section 10, a.

If Contractor wishes to amend this Agreement to delete any or all "optional" services from coverage under this Agreement, Contractor shall give no less than 60 days written notice to OMAP, and the capitation fee shall be adjusted to exclude the optional service as of the date of such deletion.

DRAFT

D:\MULT91

November 25, 1991

6. DEFINITIONS:

As used in this Agreement, unless otherwise expressly provided or the context otherwise requires, the following definitions of terms shall govern the construction of this Agreement.

- a. AFS: Adult and Family Services Division, a division of the Oregon State Department of Human Resources responsible for determination of eligibility for OMAP medical assistance programs.
- b. Allowable Costs: Those reasonable and necessary costs incurred by Contractor and approved by OMAP and the U.S. Department of Health and Human Services.
- c. Assistance Unit: An Assistance Unit consists of the person or persons in a household whose needs are included in one Aid to Families with Dependent Children (AFDC) assistance grant.
- d. Benefit Month: The month for which OMAP owes or has paid the Capitation Fee for a Member.
- e. Capitation Fee: The amount to be paid monthly by OMAP to Contractor for each enrolled Member.
- f. Contractor: A qualified Physician Care Organization which contracts with OMAP to provide covered services to an enrolled population on a prepaid capitated basis.
- g. Disenrollment: The deletion of any Member from the approved list of Members furnished by OMAP to Contractor.
- h. Eligible Recipient: Any person eligible as an Aid to Families with Dependent Children (AFDC) recipient in accordance with Federal and Oregon laws and residing in the Service Area.
- i. Emergency Services: Medical Services provided after the sudden and unforeseen onset of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected to result in:
 - (1) Placing the patient's health in serious jeopardy;
or
 - (2) Serious impairment to bodily functions; or

(3) Serious dysfunction of any bodily organ or part.

- j. Enrollee Listing: A provisional listing of Members who have been enrolled with Contractor by OMAP.
- k. Enrollment: The Head of Household's signing of an enrollment form on behalf of Eligible Recipients included in the Assistance Unit and AFS's verification of the eligibility of those individuals or OMAP action under the provisions of Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY subparagraph a.(5).
- l. Fair Hearing: The procedure by which a Member may appeal an OMAP decision or Contractor action under this Agreement.
- m. Fee For Service Basis: Refers to payments made or owed by OMAP for Medical Services provided to eligible Medicaid recipients which are not covered under the Agreement. Billing and payment are made pursuant to applicable statutes and the rules and regulations contained in OMAP's Medical Provider Guides.
- n. Head of Household: The person whose name appears as the case name for an Assistance Unit containing Eligible Recipients.
- o. Long Term Care Services: Nursing services provided in a facility which is licensed by the relevant State Licensing Authority to provide nursing care services and certified by that authority as a Skilled Nursing Facility or Intermediate Care Facility under Title XIX of the Social Security Act.
- p. Marketing: Any procedure or materials used to induce Eligible Recipients to enroll.
- q. Medical Care Identification Card: The card issued by OMAP upon determination of a recipient's eligibility for Medicaid services. OMAP will issue such a card noted for Contractor coverage to each enrolled eligible Assistance Unit in accordance with the provisions of Section 8, ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY, SUBPARAGRAPH (a), (5).
- r. Medical Services: Except as expressly limited or excluded by this Agreement, those medically necessary professional services of physicians and surgeons, podiatrists, nurse practitioners, other health professionals, and paramedical personnel, including medical, diagnostic, therapeutic and preventive

DRAFT

D:\MULT91
November 25, 1991

services, as specified in OMAP's guides for Medical-Surgical Services and Hospital Services, which are (1) generally and customarily provided in the Service Area, and (2) performed, prescribed or directed by a Primary Care Physician.

- s. Medicare: The Federal Health Insurance for the Aged and Disabled Act.
- t. Medichex: Medicaid's Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program which covers all Aid to Families with Dependent Children (AFDC) individuals under 21 years of age.
- u. Member: Any Eligible Recipient, as determined by OMAP, whose coverage under this Agreement has begun and remains in effect.
- v. Net Capitation Fee: The Capitation Fee net of all offsets, if any, requested by Contractor.
- w. Non-Member Rates: The charges set forth in the applicable schedule of charges maintained by Contractor for services provided to patients who are not Members.
- x. Out of State Provider: A provider not located within 75 miles of the State of Oregon.
- y. Physician: Any physician associated with or engaged by Contractor who has a degree of Doctor of Medicine or Doctor of Osteopathy and who is licensed in Oregon to practice medicine.
- z. Physician Care Organization (PCO): A business enterprise, which contracts with OMAP to provide the delivery of an agreed upon set of Medical Services and referral services for an enrolled group of OMAP recipients in a defined geographic area for a fixed periodic rate paid per Member.
- aa. Primary Care Practitioner: A practitioner who has the responsibility for supervising, coordinating, and providing initial and primary care to patients, initiating referrals for specialist care, and maintaining the continuity of patient care. A Primary Care Practitioner shall be either a Physician who has limited his or her practice of medicine to general practice or who is a board-certified or board-eligible internist, pediatrician, obstetrician/gynecologist or family practitioner, or who is a licensed Nurse Practitioner or licensed Physician's Assistant.

- ab. Provider Appeal: Process, as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060 by which Contractor may obtain administrative review of OMAP action under this Agreement.
- ac. Remittance Advice: A listing of Members for which a Capitation Fee has been paid for the current Benefit Month.
- ad. Risk: The degree of probability that the sum of Capitation Fees and Third Party Resources will not equal Allowable Costs.
- ae. Risk Limitation: Provisions which establish a dollar limit on the level of risk assumed by Contractor.
- af. Service Area: The county of Multnomah.
- ag. Subcontract: An agreement entered into by Contractor with any of the following:
 - (1) An independent and separately established provider of health care services who agrees to furnish such services to Members.
 - (2) A Marketing organization.
 - (3) Any other organization or person who agrees to perform any administrative function or other service for the operation of the PCO specifically related to securing or fulfilling its contractual obligation with OMAP.
- ah. Third Party Resource: Any individual, other entity, or program that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Member.

7. HEADINGS/ORDER OF PRECEDENCE:

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. In the interpretation of this Agreement and the various exhibits and incorporated documents, the various terms and conditions shall be construed as much as possible to be complementary. In the event that such interpretation is not possible, the following order of precedence shall apply:

- a. Federal statutes and regulations concerning the provisions of Title XIX of the Social Security Act.

- b. State of Oregon statutes and Administrative Rules concerning the operation of the OMAP's Medical Assistance Program.
- c. State of Oregon statutes and Administrative Rules concerning the operation of Physician Care Organizations.
- d. The terms of any exhibits or attachments to this Agreement.

8. ENROLLMENT, DISENROLLMENT, COVERAGE, AND ELIGIBILITY:

a. Enrollment

Eligible Recipients, who are certified as eligible for participation by AFS, may enroll and reenroll under the following conditions:

- (1) Enrollment Procedures. The Head of Household may enroll all Eligible Recipients within the Assistance Unit by submitting an enrollment form to AFS.

Any person who is eligible to join the Assistance Unit, such as a new spouse, newborn child, or adopted child, shall be enrolled by the Head of Household submitting an enrollment form to AFS. An AFDC eligible newborn child of a Member shall automatically be eligible for PCO enrollment and an AFDC eligible adopted child is eligible for PCO enrollment from the date placed in custody of the adoptive parents. The Head of Household shall promptly submit an enrollment form for such newborn or adopted child and OMAP shall include such newborn or adopted child on the first available Enrollee Listing delivered to Contractor.

- (2) Open Enrollment Period. Subject to the provisions of subparagraph a.(3) of this section, Eligible Recipients shall be accepted by Contractor at all times during the term of this Agreement.
- (3) Acceptance of Applicants. Total Member enrollment under this Agreement cannot exceed 8,000 persons. Until this limit is met and unless otherwise specifically authorized in writing by the Health Care Financing Administration Regional Administrator, all Eligible Recipients shall be

accepted by Contractor without restriction and in order by date of application.

42 CFR 434.26(a) requires that Medicare beneficiaries and Medicaid recipients constitute less than 75 percent of the total enrollment of the prepaid health plan. OMAP will waive the limitation on enrollment composition, upon receipt of a request by Contractor requesting such waiver for good cause, if the provisions of 42 CFR 434.26(b)(3) are met.

- (4) Dual Coverage. Eligible Recipients may not be enrolled with Contractor if they have insurance coverage for services provided under this Agreement.
- (5) OMAP Enrollee. AFS shall enroll all Eligible Recipients within an Assistance Unit for whom the Head of Household has failed or refused to execute an enrollment form. Enrollment under this provision shall be on a rotating basis with each PCO receiving such persons as the PCO's turn on the roster occurs.

b. Disenrollment and Reenrollment Rights

- (1) Disenrollment. The Head of Household may disenroll Members within the Assistance Unit once within 6 months of the Assistance Unit's initial participation in the PCO program. Thereafter, the Head of Household may disenroll Members within the Assistance Unit only at AFS's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by AFS. The effective date of disenrollment shall be, when practicable under OMAP's operation standards, the first day of the month after the month in which the Head of Household requests Disenrollment.
- (2) Reenrollment. The Head of Household may reenroll former Members within the Assistance Unit only at AFS's periodic eligibility redetermination of the Assistance Unit or when determined appropriate by OMAP.

c. Disenrollment

Disenrollment of specific Members shall be handled as follows:

- (1) Contractor Requests Disenrollment. All requests by Contractor for Disenrollment of specific Members must be promptly submitted, in writing, to OMAP for OMAP's prior approval. A copy of such request must also be furnished to the Member. OMAP will not unreasonably withhold its approval to those requests for Disenrollment meeting the conditions of this Agreement.
- (2) Adverse Change in Member's Health. Contractor may not terminate or request termination of any Member's enrollment because of an adverse change in that Member's health.
- (3) Conditions and Effective Dates of Disenrollment. Upon Disenrollment of specific Members, OMAP shall have no financial obligation to Contractor for Capitation Fees except for those Capitation Fees due and payable to Contractor on the effective date of Disenrollment. The conditions and effective dates for Disenrollment of specific Members are as follows:
 - (a) The Member refuses to accept treatment in accordance with Section 12 EXCLUSIONS AND LIMITATIONS, subparagraph b.(3) and has been reassigned at least 2 times. In such instances, if practicable under OMAP's operating standards, the Member will be disenrolled effective the first day of the month following the month in which Contractor requested Disenrollment.
 - (b) The Member is no longer an Eligible Recipient. Except when the Member dies, the effective date is the earlier of the date Contractor receives written notice from OMAP or the first day of the month following the month in which the Member ceased to be an Eligible Recipient. If the Member dies, the effective date is the date of death. When a Member moves out of the Service Area and OMAP is able to verify the date of the move, at OMAP's discretion, an exception may be made to operation of this rule. If OMAP deems it appropriate, OMAP may recoup any portion of the Capitation Fee paid to Contractor on behalf of the Member which is for the period of time following the move. In such instances, Contractor shall have no responsibility under the terms of this

Agreement for costs incurred by the Member after the date of the move.

- (c) The Member is given active eligibility status, by AFS, as a disabled child. For these purposes, "disabled child" shall mean any individual under 21 years of age who has a medically determined congenital or acquired condition which if left untreated could be expected to result in a permanent disability, and which has been accepted for treatment by the Crippled Children's Division, Shriner's Hospital or a similar institution, or who meets the disability criteria for Supplemental Security Income (SSI). In such instances, the Member shall be disenrolled effective the date OMAP is notified of the Member's active eligibility status as a disabled child.
- (d) The member is admitted to a long-term-care facility. A Member admitted to a long-term-care facility shall be disenrolled on the day on which admission occurs.
- (e) The Member secures other comprehensive third party coverage. The Member shall be disenrolled on the first day of the month after the month in which OMAP is notified the Member has secured other third party coverage subject to OMAP's determination that the coverage is comprehensive.
- (f) If any Member permits the use of his or her Medical Care Identification Card by another person, or uses another person's card, Contractor may request disenrollment of that Member by OMAP. Contractor shall promptly notify OMAP and Member, in writing, of the alleged misuse and proposed termination action. In such instances, the Member shall be disenrolled effective the first day of the month following the month in which Contractor requested disenrollment, or the first day of the month following the month an OMAP hearing upholds such disenrollment.
- (g) The Member institutes Disenrollment. The effective date is as stated in subparagraph b.(1) of this section.

- (4) Settlement of Account. If the rights of a Member hereunder are terminated, prepayments received on account of the terminated Member or Members applicable to periods after the effective date of Disenrollment, plus amounts due on claims, if any, less any amount due to Contractor, are to be refunded to OMAP within 30 days.

d. Effective Date of Coverage

Coverage for every enrolled Eligible Recipient except a newborn or adopted child is normally effective on the first day of the month following the application date on the enrollment form. An eligible newborn child is covered from birth and an eligible adopted child is covered from the date placed in the custody of the adoptive parents.

e. Eligibility

OMAP will mail an Enrollee Listing to Contractor on or about the fifth day of each month. On or about the first day of each month, OMAP will issue to each enrolled Assistance Unit a Medical Care Identification Card noted for Contractor coverage. This card will list all Members for whom Capitation Fees are to be received and coverage is to be provided, will distinguish the named Members from other AFDC recipients and will provide an instruction to use Contractor's after hours services within the Service Area as provided in Section 11 SERVICES AND BENEFITS. Contractor is not obligated to provide services under this Agreement to any person whose eligibility is not confirmed by one of the following: (1) person's name appearing on the Enrollee Listing; (2) children born to or adopted by Members; (3) Member presenting a valid Medical Care Identification Card; (4) enrollment being confirmed by the Automated Confirmation of Eligibility System (ACES).

A grace period of 10 days must be observed by Contractor for production by OMAP of the Enrollee Listing and Medical Care Identification Cards. At any time during this grace period the Enrollee Listing and Medical Care Identification Cards may be provided to Contractor without loss of benefit hereunder.

9. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT:

Notwithstanding any provisions under which OMAP agrees to accept liability, including the indemnification of Contractor or others, the liability of OMAP, for all events

arising under this Agreement other than for the Capitation Fees under Section 3, is limited by Article XI, Section 7, of the Oregon Constitution and the Oregon Tort Claims Act. Liability of Contractor is limited to the sums and limitations stated in Article XI, Section 11, of the Oregon Constitution and the Oregon Tort Claims Act.

a. Responsibility for Performance

Contractor, in performing its duties to provide or arrange for the provision of services and goods pursuant to this Agreement, may employ physicians, nurses, technicians, hospitals, laboratories, or other personnel and facilities as it deems appropriate and in a manner it deems appropriate. Subject to the provisions of Section 14 MISCELLANEOUS PROVISIONS subparagraph q., Contractor may also obtain performance of its contractual responsibilities through the use of subcontracts. Any such employment or use of such subcontracts shall not act to relieve Contractor of any of its responsibility for the timely and effective performance of its duties and responsibilities under this Agreement.

b. Insurance and Indemnification

- (1) Subject to the opening provision of this Section, Contractor agrees to indemnify, defend and hold harmless OMAP and its officers and employees against any actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of the Contractor, or its subcontractors, agents or employees under this contract.
- (2) Subject to the opening provision of this Section, OMAP agrees to indemnify, defend and hold harmless Contractor and its partners, officers and employees against any actions, suits or claims of whatsoever nature resulting from or arising out of the activities or omissions of OMAP, its agents or employees under this contract.

c. OMAP and Members Not Agent or Representative of Contractor

Neither OMAP nor any Member is the agent or representative of Contractor and neither is liable for any acts or omissions of Contractor, its agents or employees, or any Physician, or any other person or organization with which Contractor has made or

hereafter makes arrangements for performance of services or provision of goods under this Agreement.

d. Contractor Not Employee, Officer or Agent of OMAP

Contractor and its employees and agents are performing the contracted duties under this Agreement as independent contractors and not as employees or agents of OMAP as those terms are used in ORS 30.265. Neither Contractor nor any of Contractor's employees or agents shall hold themselves out or claim to be an officer, employee or agent of the State of Oregon, nor shall they make any claim, demand, or application to or for any right or privilege applicable to an officer, agent or employee of the State.

10. RATES AND FEES:

a. Capitation Fees

The Capitation Fee has been established so as to not exceed OMAP's budgeted cost in Contractor's Service Area per eligible AFDC recipient not enrolled with Contractor for the same array of Medical Services covered under this Agreement. The Capitation Fee rate will be adjusted, when appropriate, to allow for Capitation Fee increases or decreases resulting from OMAP's annual Consumer Price Index adjustments. Notwithstanding any other provision of this Agreement, the amount payable as the Capitation Fee shall not exceed the limits established by 42 CFR 447.361.

The actuarial basis for computation of the Capitation Fee rate is as follows:

- (1) Area specific and statewide Fee For Service costs are determined for an equivalent group of Medicaid recipients for a base time period for the same services provided to Members covered under this Agreement.
- (2) Area specific costs for each covered service category are then divided by the comparable statewide costs to determine a ratio by service category.
- (3) This ratio is then updated based on changes in the county factors from the base period to the most recent period using Fee For Service recipients in several programs to determine the trends. (This ratio is applied at Step 7).

- (4) Recent claim payment data is collected for each covered service category. Claim lag tables are created to calculate completion factors for incurred but not reported (IBNR) claims for each category of service.
- (5) Total paid claim amounts for each category of service are then multiplied by the appropriate completion factor to estimate the total incurred claims for the specific category of service.
- (6) The resulting incurred claims data for each category of service is adjusted by reimbursement and program change factors, utilization trends rates and cost of living adjustments to arrive at the statewide average capitation rate.
- (7) This statewide average capitation rate is then multiplied by the county ratio (derived in Step 3) for each covered service category.
- (8) Area specific rates are then adjusted by the actual maternity case rate for the base period for each Contractor.
- (9) The Contractor specific capitation rate amounts for each category of service are then added together to determine the total budgeted amount for services to be provided to the enrolled recipients in the contract service area.

OMAP shall remit to the Contractor on behalf of each Member the amount specified in Section 3 CONSIDERATION of this Agreement for each month on or before the tenth day of the Benefit Month. A Remittance Advice shall accompany this payment. A grace period of 10 days must be observed by Contractor during which the amounts specified in Section 3 CONSIDERATION may be paid without loss of benefits hereunder. Only Members for whom the stipulated fee is received by or owed to Contractor, as evidenced by the Remittance Advice, are entitled to Medical Services hereunder and then only for the period for which such fee is received. OMAP may remedy inadvertent error by prompt correct remittance.

A prorated Capitation Fee will be paid by OMAP for all eligible newborns for the month of birth, and for all eligible adopted children for the month in which they were placed in custody of the adoptive parents. The prorated Capitation Fee will be computed by dividing a full month's Capitation Fee by the number of days in

the month and multiplying by the number of days that the newborn or adopted child was eligible.

Except for Optional Services, Capitation Fee rates under this Agreement may not be renegotiated and amended more often than annually for Eligible Recipients.

Capitation rates for optional services shall be calculated by the actuary, and added on to the base capitation rate when such services are provided by Contractor under this Agreement.

b. Adjustments

Monthly fees which were not paid and which should have been paid by OMAP to Contractor will be billed by Contractor to OMAP for immediate payment. However, failure to so bill shall not relieve OMAP of its payment obligation.

Excepting inadvertent omission or error and subject to the Administrative Rules for the Oregon Medical Assistance Programs, OMAP will assume financial liability on a Fee For Service Basis for Medical Services provided to eligible OMAP clients who are not eligible for participation in the PCO or are in the process of enrolling in the PCO and for whom the enrollment process will take place after provision of services. Billing and payment shall be pursuant to and under the rules and regulations contained in the several OMAP Medical Provider Guides.

c. Other Charges

There will be no charges to Members for covered services under this Agreement. Members must pay or arrange for payment of charges for services not covered under this Agreement.

d. Medicare and Third Party Resources Payments

The Capitation Rate is established on the assumption that Medicare payment for services provided to Members hereunder and any other Third Party Resource payments will be received by Contractor or the provider of services entitled thereto. Therefore, all sums payable on behalf of Members by Medicare or Third Party Resources for services provided pursuant to this Agreement are payable to and retained by either Contractor or the provider of services entitled thereto. Each Member entitled to any Medicare or Third

Party Resource benefits or payments shall complete and submit to Contractor all consents, releases, assignments and other documents reasonably requested by Contractor in order to obtain or assure such payment.

11. SERVICES AND BENEFITS:

Subject to all terms, conditions, limitations and exclusions in this Agreement, Members are entitled to the physician services and other Medical Services, pathology services and radiology services set forth in this section. Benefits hereunder include and are not in addition to Medicare benefits. These services are available only if and to the extent that they are provided, prescribed or directed by the Member's Primary Care Practitioner, Contractor, or received as an Emergency Service. All Emergency Services shall be available 24 hours a day, 7 days a week, for all days of the year. All other services shall be available during regular business hours and without undue delay.

a. Physician Services and Other Medical Services in Hospitals and Medical Offices

Except for physician services and other Medical Services specifically described in other subparagraphs of this section, physician services and other Medical Services are provided for all Members covered by the Capitation Fee as follows:

- (1) Care While Hospitalized. During hospitalizations all prescribed physician services and other Medical Services, including surgical procedures, anesthesia and consultation with and treatment by specialists.
- (2) Care in Medical Office or Emergency Departments
 - (a) Diagnosis and Treatment. Prescribed physician services and other Medical Services, including surgical procedures, and consultation with and treatment by specialists. Podiatry is included.
 - (b) Preventive Services. Prescribed physician services and other Medical Services for health maintenance, including physical checkups and health education, and other preventive physician services and Medical Services.

- (c) Medical Supplies. Prescribed medical supplies, including but not limited to casting materials, provided in medical offices and clinics.

b. Radiology and Pathology and Diagnostic Tests

All outpatient prescribed X-rays and diagnostic tests, services, and materials, including diagnostic and therapeutic X-rays, and diagnostic clinical isotope services, laboratory tests, electrocardiograms, and electroencephalograms are provided to all Members under the Capitation Fee.

c. Medical Case Management

Medical case management is defined as arranging for and assuring the continuity and coordination of each Member's total care needs. Any referral for non-capitated services other than hospitalization or Emergency Services must be pursuant to OMAP's prior authorization requirements which are in effect for Fee For Service providers.

The following functions are included under medical case management:

- (1) Appropriate referral of Members needing specialty health care services.
- (2) Documentation of referral services in Member's medical record.
- (3) Monitoring of Members with ongoing medical conditions by utilizing the Member's medical treatment plan.
- (4) Documentation in medical records of Member's known emergency encounters including appropriate medically indicated follow-up.
- (5) Referrals as appropriate for the following services, coordinated with discharge planning (hospital or institutional) if applicable: hospitalization, physical therapy, inhalation therapy, occupational therapy, speech therapy, audiology, pharmaceutical services, chiropractic and naturopathic services, podiatrist services, private duty nursing, durable medical equipment and supplies, renal dialysis, and organ transplants. NOTE: Case Management for non-

emergency hospitalization may include interhospital transfers if prior authorized by OMAP's Medical Unit. Criteria for authorization include likelihood of improving standard of care and/or overall health status of member.

- (6) As an aid to contractor case management of prenatal services OMAP will provide a monthly report by plan identifying enrollees newly coded as pregnant or pregnant at the time of enrollment.

d. Early and Periodic Screening, Diagnosis and Treatment

Contractor will provide health screening on a regularly scheduled basis for any Member under 21 years of age. Screening, diagnosis and treatment will be carried out as provided in the OMAP's guide for Medical-Surgical Services. A record of all such schedules will be kept in the Member's medical record. Screening will consist of at least: health and developmental history; unclothed physical exam; developmental assessment; immunizations appropriate for age and health history; assessment of nutritional status; vision testing; hearing testing; laboratory procedures appropriate for age and population groups; and for children 18 months of age and over, referral to a dentist for diagnosis and treatment.

For mental health & substance abuse assessment & treatment Contractor shall refer a member who needs such assessment and/or treatment to the Treatment Planning Coordinator of the Community Mental Health Provider System or Office of Alcohol and Drug Abuse Programs Community Providers, as appropriate, for EPSDT Services. OMAP will provide referral forms for provider use to assure access to these services.

e. Immunizations

Immunizations are provided against diphtheria, pertussis, tetanus, polio, measles (rubeola), mumps, rubella (German measles), or in conjunction with exposure to or affliction with specific conditions. Such conditions include rabies, influenza, pneumococcal pneumonia, hepatitis, botulism, and snake bite. Unexpected mass immunizations are not covered.

f. Payment in Lieu of Service Benefits

If, in the professional judgment of the Physician, a Member requires Medical Services covered by this Agreement which require skills not available within the

PCO and the Physician determines that it would be in the best interests of the Member to obtain care from another source, then, upon referral by the Physician, Contractor shall make payment for prescribed services within the coverage of this Agreement. No payment is required, however, to the extent that the services are paid for or provided without charge by any public or publicly supported agency or institution other than OMAP.

g. Emergency Services Received from Providers not Contracting with Contractor

- (1) Emergency Services. This Section defines and limits Contractor's obligation to pay for Emergency Services that a Member receives from a provider not contracting with Contractor. This obligation includes payment for all services contracted for under Section 11 SERVICES AND BENEFITS. The amount otherwise payable is reduced by all amounts paid or payable, or which in the absence of this Agreement would be payable, for the Emergency Services in question, under any group insurance policy or contract, or any other governmental program except Medicaid. Reimbursement for Emergency Services required because of an alleged act or omission of a third party or covered under medical payment provisions of "no fault" motor vehicle liability insurance is subject to the conditions stated in Section 14 MISCELLANEOUS PROVISIONS subparagraph x. of this Agreement.
- (2) Within the Service Area. Subject to the foregoing limitations, Contractor shall pay reasonable charges for Emergency Services received within the Service Area from providers not contracting with Contractor if receipt of the Emergency Services from Contractor would have entailed a delay resulting in risk of death, serious disability or serious adverse medical consequences. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060. Contractor shall comply with and implement OMAP's decision, subject to any further rights to appeal.

- (3) Outside the Service Area. Subject to the foregoing limitations, if a Member is injured or becomes ill while outside the Service Area, Contractor will pay reasonable charges for Emergency Services received outside the Service Area. Covered benefits include Emergency Services for unexpected premature delivery but not for normal delivery unless OMAP determines that the Member was outside the Service Area because of circumstances beyond the Member's control. Contractor may challenge the need for the Emergency Services so provided and deny payment for such services. Providers of Emergency Services whose charges are denied by Contractor may challenge the denial through the administrative appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060. Contractor shall comply with and implement OMAP's decision, subject to any further rights to appeal.
- (4) Continuing or Follow-up Treatment. Except as specified below, continuing or follow-up treatment is not covered. Payment is limited to Emergency Services required before the Member can, without medically harmful consequences, be transported into the Service Area.
- (5) Notification and Claims. Contractor has no obligation to pay for Emergency Services under this Agreement unless the provider of service submits a bill to Contractor within 12 months of the date service was provided.
- (6) Releases and Assignments. Each Member who receives Emergency Services shall complete and submit to Contractor such consents, releases, assignments and other documents as Contractor may reasonably request.
- (7) Right of Recovery. Any overpayment hereunder may be recovered by Contractor from any person to whom the payment was made, or from any insurance company or organization which is obligated to pay for the Emergency Services.

h. Choice of Health Professional

To the extent possible and appropriate, each Member shall be allowed to choose a Primary Care Practitioner based on his or her selection. Each Member shall be allowed up to two transfers (i.e., three practitioners)

of Primary Care Practitioners within a one-year time period.

i. Out Of State Non-Emergency Services

Contractor shall obtain OMAP prior approval of non-emergency services for which Contractor is not at risk, when these services are to be provided to a Member by an out-of-state provider.

12. EXCLUSIONS AND LIMITATIONS:

a. Exclusions

The following services and supplies are not within the prepaid coverage of this Agreement:

- (1) Employer or Governmental Responsibility: Services for any illness, injury, or condition for which, or as a result of which, a payment or other benefit, including amounts received in settlement of claims therefore, are provided or are required to be provided to a Member either: pursuant to any federal, state, county or municipal workers' compensation or employer's liability law or other legislation of similar purpose or import; or with the exception of Medicaid benefits, from any federal, state, county, municipal or other governmental agency.

If there is reasonable doubt whether such payment or benefit is available or required to be provided to a Member and if that Member diligently seeks to establish his or her right to such payment or benefit, then services which would otherwise be provided to that Member under this Agreement shall be provided. This Contract shall not preclude Contractor or its nominee from seeking reimbursement for the value of such services, priced at Contractor's Non-Member Rates, from any person, organization or agency providing such payment or benefit or from whom such payment or benefit is due or from that Member to the extent that monetary payment or benefit is provided or payable or would have been received if that Member had diligently sought to establish his or her rights to such payment or benefit.

- (2) Certain Reconstructive Surgery: Reconstructive surgery or treatment, including complications

resulting thereof, except for repair of accidental injury occurring while the Member is enrolled.

- (3) Certain Physical Examinations: Physical examination required for school, athletics or for obtaining or continuing employment, insurance or governmental licensing.
- (4) Experimental Procedures and Procedures Not Generally Accepted by the Health Care Professional's Peer Group: Any procedure, test, therapy or surgery which is experimental, investigational or not generally accepted by the health care professional's peer group.
- (5) Acupuncture: All acupuncture procedures.
- (6) Reversal of Voluntary Infertility: Services to reverse voluntary, surgically induced infertility.
- (7) Corrective Appliances and Artificial Aids: Artificial aids and corrective appliances, such as braces, prosthetic devices and hearing aids, except that Contractor shall provide the services necessary to determine the need therefore and attempt to make arrangements whereby they may be obtained.
- (8) Alcoholism, Drug Abuse and Addiction: Acute drug and alcohol detoxification and counseling services for alcoholism, drug abuse and addiction.
- (9) Psychiatric or Psychological Conditions: Mental health counseling and related somatic services for mental illness or disorder, or drug induced mental condition.
- (10) Procedures, Services and Supplies Related to Sex Transformation: All procedures, services and supplies related to sex transformations.
- (11) Inpatient Hospital Services: Inpatient hospital services other than covered physician services provided in the inpatient hospital setting.
- (12) Outpatient Hospital Services: Outpatient hospital services other than covered physician services and the services specified in Section 11 SERVICES AND BENEFITS subparagraph b. of this Agreement which are provided in the outpatient hospital setting.
- (13) Family Planning: Family planning, including infertility services, artificial insemination, in

vitro fertilization, services related to sexual dysfunction or inadequacy, and birth control devices and pills.

- (14) Home Health and Homemaker Visits.
- (15) Long Term Care Services.
- (16) Durable Equipment: Durable medical equipment, such as, but not limited to, oxygen tents, hospital beds, and wheelchairs.
- (17) Private Duty Nurses.
- (18) Hemodialysis and Renal Dialysis.
- (19) Medical Transportation Services.
- (20) Hearing Services: Services billed by an audiologist or hearing aid dealer, certain hearing tests under CPT codes 92551-92596. (Contractor is responsible for hearing services provided by an audiologist when a physician or clinic is the biller).
- (21) Speech Therapy.
- (22) Vision Correction Services.
- (23) Naturopathic Services.
- (24) Inhalation and Occupational Therapy
- (25) Cosmetic Surgery: Cosmetic surgery or treatment.
- (26) Elective C-Sections: Elective Cesarean section deliveries.
- (27) Obesity or Weight Control: Treatment, including surgery, for obesity or weight control.
- (28) Homeopathic and Faith Healer Services.
- (29) Radial Keratotomy Surgery and Services.
- (30) Medical and Hospital Expenses for Organ and Bone Marrow Transplants except for corneal transplants.
- (31) Non-Emergency Services not Performed or Authorized by the Member's Primary Care Physician.
- (32) Nonspontaneous Abortions.

- (33) Sterilizations.
- (34) Services or Supplies not Covered by this Agreement.
- (35) Physical therapy services: services billed by a physical therapist or hospital. (Contractor is responsible for services provided when a physician or clinic is the biller).
- (36) Maxillary and mandibular osteotomies and temporomandibular problem services.
- (37) Treatment of fracture to the mandible or maxillae.
- (38) Orthodontia.
- (39) Chiropractic Services.
- (40) Adult Dental Services

b. Limitations

The rights of Members and obligations of Contractor are subject to the following limitations:

- (1) Major Disaster or Epidemic. If a major disaster or epidemic occurs, Physicians shall render Medical Services (and arrange home health services) insofar as practicable, according to their best judgment, within the limitation of available facilities and personnel, but neither Contractor, nor any Physician has any liability or obligation for delay or failure to provide (or arrange) any such services to the extent the disaster or epidemic causes unavailability of facilities or personnel.
- (2) Unusual Circumstances. If, due to unusual circumstances such as complete or partial destruction of facilities, war, riot, civil insurrection, disability of a significant part of personnel, or similar causes, the rendition or provision of services and other benefits covered hereunder is delayed or rendered impractical, Contractor will use its best efforts to provide services or other benefits covered hereunder, but shall not have any other liability or obligations under this Contract on account of such delay or such failure to provide services or other benefits.

- (3) Refusal to Follow Treatment Plan. For personal reasons certain Members may refuse to accept procedures or treatment recommended by his or her Primary Care Practitioner. The Primary Care Practitioner may regard such refusal as incompatible with the continuance of a satisfactory practitioner-patient relationship and as obstructing the provision of proper medical care. Consistent with the Primary Care Practitioner's professional judgment regarding proper medical practice, the Primary Care Practitioner shall use reasonable efforts to render all necessary and appropriate Medical Services in a manner compatible with Member's wishes. If a Member refuses to follow a recommended treatment or procedure and the Primary Care Practitioner believes that no alternative professionally acceptable to the Primary Care Practitioner exists, the Primary Care Practitioner will so advise the Member. If the Member still refuses to follow the recommended treatment or procedure, another Primary Care Practitioner shall be assigned to the Member. After the Member has been reassigned 2 times without resolution of the matter, Contractor may request OMAP to disenroll that Member. The effective date of disenrollment shall be in accordance with Section 8 ENROLLMENT, DISENROLLMENT, COVERAGE AND ELIGIBILITY subparagraph c.(3)(a).

13. TERMINATION OF AGREEMENT:

a. Conditions of Termination

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

- (1) Termination by a Party. Either party may terminate this Agreement by giving 30 days written notice to the other party. If either party so terminates this Agreement, the following provisions, subject to the orderly and reasonable transfer of Member care in progress, apply:
- (a) Whenever Contractor initiates termination, OMAP has a right to full disclosure of Contractor's records pertinent to Contractor's decision to terminate. Upon demand, Contractor will promptly provide such disclosure to OMAP.

- (b) Financial loss under this Agreement, to whatever extent, is not an allowable basis for termination by Contractor. Contractor is barred from initiating termination whenever financial loss is the main motivating factor in the decision to terminate.
- (2) Nonpayment. Subject to the need for orderly and reasonable transfer of Member care in progress, if OMAP fails to make any monthly payment before the expiration of the 10-day grace period provided for in Section 10 RATES AND FEES subparagraph a., Contractor may terminate this Agreement effective immediately. If this situation arises, Contractor and OMAP agree to cooperate in the provision of orderly and reasonable transfer of Member care in progress.
- (3) Termination for Default of Contractor. If Contractor breaches this Agreement in any material respect, OMAP, upon delivery of written notice of default which specifies the material breach with reasonable particularity, may terminate this Agreement at such prospective date as OMAP may elect. Termination under this provision cannot occur before Contractor has had a reasonable period, not to exceed 30 days after delivery of the notice, to cure the default.
- (4) Termination for Lack of Funds. In the event funding from local, state, federal, or other sources is withdrawn, reduced, or limited in any substantial way after the effective date of this Agreement and prior to normal completion, OMAP may terminate this Agreement without penalty and subject to renegotiation under those new funding limitations and conditions. In the event of such a funding reduction, OMAP will make all reasonable efforts to maintain the agreed upon Capitation Fee rates for the remaining contract period.
- (5) Health Jeopardy. If OMAP determines that the health or welfare of Members is in jeopardy should this Agreement continue, OMAP may terminate this Agreement immediately upon giving written notice to Contractor.

- (6) Termination Upon Implementation of The Oregon Basic Health Services Act (Senate Bill 27 enacted as Chapter 836, Oregon Laws 1989)

In the event that the provisions of The Oregon Basic Health Services Act (Senate Bill 27 enacted as Chapter 836, Oregon Laws 1989) for the provision of coverage of eligible persons are implemented, this Contract shall terminate as of the effective date of such implementation.

- (7) In all terminations except for termination due to health jeopardy the following provision applies:
- (a) Obstetrical Benefits: For any Member under obstetrical care at the effective date of termination, Contractor may either, at its election: (1) directly provide obstetrical and newborn care only, through confinement and discharge, or (2) arrange, at no cost to OMAP or recipients, for the provision of obstetrical prenatal and newborn care only, through confinement and discharge.
 - (b) If Contractor continues to provide service to a former Member after the date of termination, OMAP shall pay Contractor on a Fee For Service basis if the former Member is an OMAP recipient and not covered under any other OMAP prepaid plan, subject to OMAP rules. If Contractor chooses to provide services to a Member who is no longer an OMAP recipient, OMAP shall have no responsibility to pay for such services.

b. Settlement Process

Except as stated elsewhere, all terminations shall include a final accounting of Capitation Fees received and Members enrolled and shall be accomplished as follows:

- (1) Mid-month Termination. For a termination of this Agreement which occurs during mid-month, the Capitation Fees for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Fees for the period of time prior to the date of termination and OMAP shall be entitled to a refund for the balance of the month.

- (2) Responsibility for Claims. Contractor is responsible for any and all claims from other contractors or other providers, including Emergency Service providers, for services provided prior to the termination date, for which Contractor is liable under the terms of this Agreement. Contractor shall pay these claims promptly upon notice. Contractor shall reimburse OMAP for any portion of those claims due OMAP under the terms of this Agreement.

c. Effect of Termination

In the event that OMAP or Contractor terminates this Agreement, all rights to services and benefits, except as specified under subparagraph a.(1)(a) of this section, and all obligations for payment under this Contract shall cease as of the effective date of termination. Contractor shall, however, cooperate with OMAP in providing for orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized.

14. MISCELLANEOUS PROVISIONS:

a. Agreement Binding on Members

By this Agreement, OMAP makes Contractor's coverage available to persons who are eligible. However, this agreement is subject to amendment, modification or termination in accordance with any provision hereof or by mutual agreement between Contractor and OMAP without the consent or concurrence of Members. By electing coverage pursuant to this Agreement, or accepting benefits hereunder, all Members, including Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, and the heirs, successors and legal and personal representatives of all such Members, are subject to all terms, conditions and provisions hereof.

b. Applications, Statements, and Questionnaires

Members or applicants for membership shall complete and submit to Contractor such applications, or other forms or statements as Contractor may reasonably request. Upon request, OMAP shall supply to Contractor a complete current listing of Member mailing addresses.

c. Identification Cards

If given the prior approval of OMAP, Contractor may issue identification cards. Such identification cards are for identification only. Possession of a Contractor identification card confers no rights to services or other benefits under this Agreement. To be entitled to such services or benefits the holder of the card must, in fact, be a Member and be entitled to a valid OMAP Medical Care Identification Card.

d. Rights to Examine Records

Subject to the provisions of subparagraph k. of this section, the records of OMAP pertinent to issues of eligibility and monthly payments arising under this Agreement shall be available for examination by Contractor at reasonable times.

e. Administration of Agreement

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. OMAP may adopt reasonable policies, procedures, rules and interpretation to promote orderly and efficient administration of the Agreement. If Contractor believes that any provision is in conflict with federal or state statutes or regulations, Contractor shall notify OMAP immediately.

f. Right of Provider Appeal

Contractor's mechanism for appealing OMAP action under this Agreement is the Provider Appeal process as defined in Oregon Administrative Rules 410-120-780 through 410-120-1060.

g. Notices

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

If to Contractor:

Multnomah County Department of Human Resources
P.O. Box 40046
Portland, Oregon 97240

If to a Member:

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

If to OMAP:

OMAP Director
203 Public Service Building
Salem, Oregon 97310

h. Nondiscrimination in Employment

- (1) Discrimination Prohibited. During the performance of this Agreement Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, creed, marital status, or the presence of any sensory, mental or physical handicap. Contractor shall take affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, color, religion, sex, or national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and programs for training, including apprenticeships.
- (2) Noncompliance with Nondiscrimination Plan. In the event Contractor fails or refuses to fully comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulation, (41 CFR Part 60) to the extent applicable to Contractor, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and Contractor may be declared ineligible for further contracts with OMAP. Contractor shall, however, be given reasonable time, in accordance with the provisions of Section 13 TERMINATION OF AGREEMENT subparagraph a.(3), in which to cure an issue of noncompliance. Alleged incidents of noncompliance shall be resolved pursuant to the Provider Appeal process.

i. Nondiscrimination in Client Service

- (1) Discrimination Prohibited. Contractor shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status, or need for health services:
 - (a) Deny any individual any services or other benefits provided under this Agreement.
 - (b) Provide any service(s) or other benefits to an individual which are different or are provided in a different manner, from those provided to others under this Agreement.
 - (c) Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any services(s) or other benefits provided under this Agreement.
 - (d) Deny any individual an opportunity to participate in any program provided by this Agreement through the provision of services or otherwise nor will afford him or her an opportunity to do so which is different from that afforded others under this Agreement. Contractor, in determining (a) the types or services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, physical handicap, health status or need for health services; or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, color, sex, religion, national origin, creed, marital status, age, or physical handicap, health status, or need for health services.
- (2) Complaints Alleging Discrimination. Contractor shall handle through its Grievance Process all complaints alleging discrimination against the intended beneficiaries of funds administered under this Agreement because of race, color, sex, religion, national origin, creed, marital status,

age, physical handicap, health status, or need for health services.

j. Assignment of Agreement or Claims

Contractor shall not assign this Agreement, except as specifically provided for herein, nor any claims arising therefrom without prior written approval of OMAP and subject to such conditions and provisions as OMAP may deem necessary. No such approval by OMAP of any assignment or claims shall be deemed in any manner to impose any obligation on OMAP in addition to the total agreed upon consideration.

k. Safeguarding of Member Information

Subject to the requirements of 42 CFR Part 431, Subpart F, the use of or disclosure by any party of any patient identifying information concerning a Member for any purpose not directly connected with the administration of OMAP's or Contractor's responsibilities with respect to services provided under this Agreement or under Title XIX of the Social Security Act, is prohibited except on written consent of the recipient or client, his or her attorney, or, if appropriate, his or her legally responsible parent or guardian.

l. Right of Access and Inspection

At all reasonable times, Contractor and its subcontractors shall provide OMAP, personnel duly authorized by OMAP, and all duly authorized federal representatives the right of access to its facilities and to its financial and medical records in order to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. Record inspection shall be restricted to those medical records pertaining to Medical Services provided to Members as well as to those records pertinent to determining costs payable under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts and transcriptions.

Pursuant to 45 CFR Part 74, such records shall be retained by Contractor or its subcontractor for a least 3 years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the 3-year period, the records must be retained until all issues arising out of the action are

resolved or until the end of the 3-year period, whichever is later.

m. Savings

Two types of savings can be realized under this Agreement:

- (1) Savings Related to the Capitation Fee. The first type of savings is related to the Capitation Fee. For this savings, if the sum of the Allowable Costs and all other expenses incurred by Contractor are less than the sum of the Capitation Fees, the difference will be retained by Contractor.
- (2) Savings Related to Reduction in Utilization. The second source of savings is from a reduction of utilization in the hospital inpatient and hospital outpatient areas. To be eligible to receive such savings Contractor must complete the term of this Agreement. The savings from this second source will be calculated as follows:
 - (a) The calculation of savings, for the period October 1, 1991 through the earlier of September 30, 1992 or the termination of this Contract, will include the following steps -
 - (A) Calculate total administrative costs chargeable to the period on a per enrollee-month basis.
 - (B) Obtain Contractor-specific costs for the period by type of service (i.e., inpatient discharges, outpatient visits). Adjust costs for completion factors. State on a per enrollee-month basis. Add per enrollee-month costs for all types of service and administrative costs (A).
 - (C) Obtain non-enrollee costs for period by type of service and adjust for completion factors. State on a per eligible-month basis and adjust by county-weighting factors to arrive at estimated costs in Contractor's area. Add costs for all types of services.
 - (D) Subtract Contractor cost per enrollee month (B) from estimated non-enrollee cost (C). Divide by two to determine Contractor's share of savings. A net

positive figure will result in the distribution of savings to Contractor. Contractor is responsible for administrative costs (A) even if there is no savings.

- (E) Multiply the lesser of Contractor's share of savings (D) or \$4.25 maximum by enrollee-months to determine amount of savings payment.
- (b) The costs of pregnant women and neonates will be excluded from all calculations.
- (c) OMAP shall make payment to Contractor no later than March 31, 1993.
- (d) OMAP shall furnish Contractor the following information on a monthly basis:
 - (A) The number of persons enrolled.
 - (B) Inpatient discharges and expenditures.
 - (C) Outpatient visits (excluding lab and X-ray only) and expenditures.

This is the information which will be used as a basis for determining any savings.

n. Risk Assumption

Contractor assumes full Risk for providing the health services required under this Agreement. Contractor may obtain reinsurance; however, Contractor must retain, after reinsuring, at least 80% of the underwriting risk.

o. Membership Grievance Procedure

- (1) Filing a Complaint. An oral or written complaint may be made to any employee of Contractor.

If the Member wishes to file a written complaint, Contractor will provide to the Member a copy of the grievance form, attached and hereby incorporated into this Agreement as Exhibit A.

- (2) Action on Complaint. Contractor staff, with delegated authority to resolve complaints, must determine the action required to resolve the complaint, including transmitting complaints requiring action by other persons in the PCO to such persons. Contractor shall respond to the

Member in writing for a written complaint and orally or in writing, at Contractor discretion, for an oral complaint, within 5 working days after receiving the complaint. The response shall contain the resolution of the complaint, the basis for the resolution, notification that a Member who is not satisfied with the result may seek a review of the resolution of the complaint by submitting, within 30 days, a written request for appeal along with any additional information to Contractor, and notification that a Member who feels his or her medical problem cannot wait for the normal Contractor review process may request, through Contractor, that OMAP consider providing an expedited Fair Hearing.

- (3) Review Procedure. A request for a review must be filed in writing with Contractor within 30 days after receipt of notice of the resolution of the original complaint.

If the request for review is made by the Member within the time limit, Contractor must review the complaint, initial resolution, and any additional information submitted by the Member. Within 30 days of the date of filing, Contractor shall notify Member of Contractor's final resolution of the matter and that a Member who is not satisfied with the result may request a Fair Hearing from OMAP.

To assure that problems in the operation of the PCO are brought to the attention of the PCO's management, and that the grievance procedure is operating efficiently, quarterly reports of the grievances received and acted upon by the PCO are to be made to OMAP.

- (4) Fair Hearing. Should a Member not be satisfied with Contractor's final resolution of a complaint, that Member may request a Fair Hearing from OMAP.

Should a Member feel his or her medical problem cannot wait for the normal contractor review process, including Contractor's final resolution, that Member may request Contractor submit documentation to OMAP's Medical Director within, as nearly as possible, 2 working days for decision as to the necessity of an expedited Fair Hearing. OMAP's Medical Director shall decide within, as nearly as possible, 2 working days, if that Member is entitled to an expedited Fair Hearing.

At a Fair Hearing, both Contractor and the Member shall be given the opportunity to appear. If requested to do so by OMAP or the Member, Contractor shall make all pertinent files and medical records available for use at such Fair Hearing. Contractor agrees to comply with and implement OMAP's Fair Hearing decision. Implementation of a Fair Hearing decision or request for such a hearing shall not be the basis for a request by Contractor for Disenrollment of that Member.

- (5) Copy Provided to Member. Contractor shall furnish each Member a copy of the grievance procedure and grievance form.

p. Fiscal Records, Controls, Reports and Monitoring Procedures

Contractor and its subcontractors shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Contractor and its subcontractors shall collect statistical data of a fiscal nature on a regular basis to the extent possible under its existing systems and procedures and make fiscal statistical reports at times prescribed by and on forms compatible with the data that Contractor and its subcontractors are able to provide.

Contractor shall submit utilization reports as requested by OMAP.

- (1) Audit. Contractor shall have an annual financial statement prepared at a compilation, review or audit level and prepared in accordance with generally accepted accounting principles. Combined financial statements shall be prepared in order to demonstrate the financial position of the overall related health care delivery system when delivery of health care or other services is dependent upon affiliates. Financial statements shall be presented in a form that clearly shows the financial position of Contractor separately from any subcontractors and from the combined totals. Interentity transactions and profits shall be eliminated when combined statements are prepared. OMAP and Contractor agree that Contractor's normal audited statement prepared by

independent auditor or accounting firm shall satisfy this requirement.

- (2) Certified Financial Statements. Contractor shall have separate financial statements prepared on a yearly basis if an independent accountant or OMAP determines that preparation of combined statements is inappropriate.
- (a) The independent accountant shall state in writing his or her reasons for not preparing combined financial statements.
- (b) Contractor shall provide supplemental schedules which clearly reflect all interentity transactions and eliminations necessary to enable OMAP to analyze the overall financial status of the entire health care delivery system.
- (c) Inspection of Working Papers. Upon OMAP's written request, Contractor shall require the independent accountant to allow representatives of OMAP to inspect working papers related to the preparation of the statement.
- (d) Disclosure. To the extent allowed by Oregon Public Records Laws, all information and statements described in this subparagraph p. obtained by OMAP shall be kept confidential and not be disclosed or divulged in any manner to any other person, entity or authority without Contractor's prior written consent, or unless such disclosure or divulgence is directly connected with the administration of OMAP's responsibilities under this Agreement and Title XIX of the Social Security Act.

q. Subcontracts

Contractor shall not enter into any Subcontract for performance of any of the work contemplated under this Agreement without obtaining OMAP's prior written approval. In determining whether to give such approval, OMAP will consider both the form and content of the proposed Subcontract. Subcontracts must meet the requirements of 42 CFR 434.6(a)(10), (b) and (c) and:

- (1) Be in writing and incorporate the applicable requirements of this Agreement.
- (2) Contain a provision or provisions requiring subcontractor compliance with subparagraphs i., k., l., and p. of Section 14 MISCELLANEOUS PROVISIONS.
- (3) Specify the functions to be subcontracted which must be appropriate to the service or activity covered under this Agreement.
- (4) In no way terminate or limit the legal responsibility of Contractor to assure that all activities under this Agreement are properly carried out.
- (5) Contain a provision that the subcontractor shall not request, or obtain, payment from OMAP or any Member for covered services provided during the period for which Capitation Payments were made by OMAP, even if Contractor becomes insolvent.
- (6) Contain a provision that the subcontractor shall carry liability coverage, in the amount specified in Section 9 RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT subparagraph b.(1) in order to indemnify OMAP as its interests shall be legally determined.
- (7) All contracts awarded in excess of \$10,000 by Contractor shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR Part 60.
- (8) All contracts awarded in excess of \$100,000 by Contractor shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under Nonexempt Federal contract, grants or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to OMAP, the Department of Health and Human Services and to the U.S.E.P. Assistant Administrator for Enforcement (EN-329).

r. Subcontracts with Public Entities

Unless OMAP waives this requirement in writing upon a showing that agreement(s) are not feasible, Contractor shall enter into agreement(s) with publicly funded agencies for those agencies to provide services to its members in the following categories:

- (a) Immunizations;
- (b) Sexually transmitted diseases; and
- (c) other communicable diseases

Agreements negotiated between contractors and publicly funded providers shall be subject to OMAP approval.

s. Member's Handbook

- (1) Branch Distribution. Contractor shall provide to all AFS branch offices within the Service Area sufficient copies of Member's handbooks for distribution to Eligible Recipients who enroll in Contractor's PCO. At a minimum such handbooks shall contain the following information:
- (a) Location(s) and office hours of the PCO.
 - (b) Telephone number to call for more information.
 - (c) A complete list of primary care case managers.
 - (d) How a Member selects a Primary Care Physician and the process for changing Physicians once the selection has been made.
 - (e) How to make appointments for medical care.
 - (f) What to do in an emergency: Both what to do in the plan's Service Area and what to do in the event the Member is out-of-area.
 - (g) Explanation that the Primary Care Physician monitors and coordinates all Medical Service, including referrals to other providers.
 - (h) A description of the benefits available through the PCO. This description should cover all benefits that, from the Member's point of view, are offered or coordinated through the PCO; the focus is on the benefits covered by Medicaid, not only those for which the PCO receives a Capitation Fee. Include here any additional benefits provided by the PCO.
 - (i) An explanation of how Members should deal with changes such as a new address, or moving out of the Service Area.

(j) An explanation of the grievance procedure. This explanation shall make use of OMAP's Model Grievance Procedure, attached and hereby incorporated into this Agreement as Exhibit B.

(2) Prior Approval. The Member's handbook and any revisions must be submitted to OMAP for its review and receive the approval of OMAP prior to any use or distribution.

t. Promotional Materials

Contractor will provide to OMAP, for approval prior to use, the form and content of all public information releases pertaining to this Agreement.

u. Rate Assurance

Contractor assures OMAP that the rates for the provision of services under this Agreement do not exceed fees charged by the Contractor to the general public.

v. Payment to Others

Contractor shall make prompt payment for all in-area or out-of-area services which are required by the Agreement and rendered by providers with which Contractor does not have arrangements.

w. Marketing

(1) OMAP shall ensure that all AFS staff responsible for enrolling and disenrolling Eligible Recipients have received instruction on acceptable marketing practice.

(2) Contractor shall obtain prior written approval from OMAP for all marketing activities.

(3) All written material must comply with the standards set forth in the Standards to Provide Service, attached and hereby incorporated into this Agreement as Exhibit C.

(4) Contractor's marketing activities shall consist of notices in AFS offices within the Service Area and any other activity agreed to by the parties.

x. Third Party Resource Recovery

(1) Third Party Resources

- (a) Private Hospital and Medical Insurance, including any Prepaid HMOs.
- (b) Disability Compensation Insurance.
- (c) Workers' Compensation (Industrial Accident).
- (d) CHAMPUS (Civilian Health and Medical Programs of the Uniform Services).
- (e) Veterans Administration Benefits.
- (f) Railroad Retirement.
- (g) Estates or Probate of Deceased Medical Assistance Recipients or Responsible Persons.
- (h) Medical coverage or insurance through Absent Parents (Child Support Enforcement IV-D Program).
- (i) Liable Individuals.
- (j) School Injury Insurance.

(2) Contractor Responsibility

Contractor shall be responsible for notifying OMAP that a Member has secured third party coverage or that a third party may be liable for the cost of care rendered to a Member, if and when known by Contractor. This notification shall include the name and address of such third party. Contractor shall take necessary action to effect third party collections wherever it is determined that a third party is liable for paying all or part of the medical cost of an injury, disease, disability or other condition of a Member. OMAP will cooperate with Contractor, upon Contractor's request, in securing Member's cooperation in third party recovery.

(3) Identification of Third Party Collections

Contractor shall be responsible for maintaining records in such a manner so as to assure that all monies collected from Third Party Resources may be identified on behalf of Members. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement. Contractor hereby certifies that all third party collections which are attributable to expenses paid by Contractor, will be identified and fully used as a source of revenue for rate setting purposes.

(4) Workers' Compensation (Industrial Insurance)

Notwithstanding the fact that Contractor excludes work-related injuries from coverage under this Agreement, all monies collected from injuries suffered by Members who are covered by Worker's Compensation insurance shall be identified as Third Party Resources in that the cost of providing coverage for these services as well as the revenues generated are a consideration in rate setting.

(5) Subrogation Rights of Third Party Liability

"Injured person" under this subparagraph means the Member covered by this Agreement who sustains bodily injury. Contractor's "medical expense" means the expense incurred by Contractor for the care or treatment of the injury sustained computed at Non-Member Rates.

If a Member obtains or requires Medical Services under this Agreement as a result of an alleged act or omission by a third party giving rise to a claim of legal liability against the third party, Contractor shall have the right to seek recovery of its cost of providing benefits to the injured person from the third party to the extent permitted by law.

The injured person, or the injured person's representative must cooperate with Contractor to the extent required by Federal and State laws in effecting collection from persons causing the injury.

y. Miscellaneous Federal Requirements

- (1) Contractor shall comply with the applicable provisions of the Clean Air Act (Section 306, 42 U.S.C. 1857) (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the USEPA Assistant Administrator for Enforcement (EN-329).
- (2) Performance under this Agreement by Contractor shall be in accordance with any applicable provisions of 42 CFR Subchapter C and 45 CFR Part 74.
- (3) Contractor shall comply with any applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).

z. Hysterectomies

Hysterectomies will be approved only for medical reasons unrelated to sterilization. The Member and her legal representative, if any, must be informed orally and in writing that the hysterectomy will render her permanently incapable of reproducing. Form AFS 741 shall be used for this purpose. However, use of this form is not required if: (a) the Member is already sterile prior to the procedure; or (b) if the procedure was performed under a life-threatening emergent condition.

Hysterectomies performed under condition (a) require certification in writing by the physician that the Member was already sterile as well as the cause of the sterility. Hysterectomies performed under condition (b) require certification in writing by the physician describing the nature of the life-threatening emergency circumstances and the fact that prior acknowledgment was not possible.

Federal Financial Participation (FFP) may not be claimed for any expenditures involving hysterectomies unless OMAP, through its Contractor, obtains the above documentation showing that the requirements were met. Such documentation shall be maintained in Member's medical records.

Any hysterectomy performed which does not meet the federal requirements shall be factored out of the Capitation Fee rate.

aa. Quality Assurance System

Contractor shall provide for an internal quality assurance system that:

- (1) Collects and maintains medical record information on all Members.
- (2) Monitors for consistency with the utilization control requirements set forth in 42 CFR 456.
- (3) Provides for reviewing, by appropriate health professionals, those procedures followed in providing health services.
- (4) Provides for a systematic data collection of performance and patient results.
- (5) Provides for interpretation of data to the practitioners.
- (6) Provides for making needed changes.

ab. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ac. Successors in Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their representatives, successors and assigns.

ad. Waiver

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

ae. Risk Limitation

Contractor may, upon written request or at the time of execution of this Agreement, obtain a risk limitation on Members. The following conditions apply to this option:

- (1) If Contractor requests a risk limitation, it shall apply to all Members and will result in a reduction of the Capitation Fee rate.
- (2) Costs which Contractor incurs for services provided to Members prior to OMAP's receipt of Contractor's written request for a risk limitation shall not be counted towards the risk limitation amount. Such costs are covered by the Capitation Fee and are Contractor's Responsibility.
- (3) For risk limitation purposes, costs shall be calculated on the basis of the pricing limits, conditions and limitations stated in OMAP's administrative rules, policy and Medical Provider Guides which are in effect at the time of the provision of service.
- (4) Within 12 months of the date costs for a Member reach the risk limitation amount, Contractor shall submit documentation supporting such costs to OMAP. This documentation shall, at a minimum, contain the following information for each procedure performed or supply furnished to the Member: the date of service, CPT-4 procedure code, amount charged and amount paid in accordance with OMAP's pricing limits for the service or supply in question, type of service code corresponding to the procedure performed and the amount paid by Third Party Resources. Failure to submit the required documentation within this time frame shall excuse OMAP's obligation to pay Contractor, other than on a capitated basis, for services and supplies provided to the Member between the time the risk limitation amount is reached and 12 months prior to the time that Contractor submits the required documentation.

Claims received after risk limitation has been established: Claims for services provided in the portion of the enrollment year prior to the date risk limit is reached shall be received by OMAP within the greater of one year from the date of service or 120 days from the risk limit notification date. Failure to submit claims within this timeframe shall excuse OMAP's obligation to pay Contractor or other providers for those claims, other than on a capitated basis.

- (5) Risk limitation for individual Members operates on a 12 month cycle. For individual Members the first cycle starts at the time the Member initially enrolls in the PCO or at the time the OMAP receives Contractor's written request for a risk limitation, whichever is later. Failure of the Member to maintain continuous enrollment in the PCO does not affect the running of the 12 month cycle. Whenever costs in a cycle for an individual Member exceed the amount specified in Contractor's risk limitation request, Contractor is not responsible for that individual's care on a capitated basis for the remainder of that particular cycle.
- (6) Any member whose documented costs exceed the requested risk limitation amount shall be issued an unrestricted Medical Care Identification Card. Upon receipt of this card, the Member shall not be restricted to obtaining medical care through Contractor. At the end of the 12 month cycle, the Member shall be reenrolled in Contractor's PCO unless the Member is no longer an Eligible Recipient or the Assistance Unit is enrolled in another prepaid health plan.
- (7) For Members whose costs exceed the requested risk limitation amount, Contractor shall continue to provide care on a Fee For Service Basis at OMAP's pricing limits and in accordance with the conditions and limitations stated in OMAP's administrative rules, policy and Medical Provider Guides for Members who elect to continue to receive medical care from Contractor.

af. Incorporation

OMAP's model grievance form attached as Exhibit A, Model Grievance Procedure attached as Exhibit B, and the Standards to Provide Service, attached as Exhibit C

are hereby incorporated into and made a part of this Agreement.

ag. OMAP Authority

The authority of OMAP to enter into this Agreement is pursuant to 42 CFR 434 and ORS 414.610 to 414.650.

ah. Worker's Compensation Coverage

The Contractor hereby declares that the services rendered under this Contract are those of an independent contractor. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all of their employees.

ai. Dual Payment

Except as specifically permitted by this Contract, Contractor shall not be compensated for work performed under this Contract from any other department of the State of Oregon, nor from any other source including the Federal Government. Any funds received through activities arising under this Contract shall immediately be reported to OMAP.

aj. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380(4).

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

ak. Cooperation with Utilization, Quality, or Access Review

For the purpose of utilization, quality, or access review by OMAP, or its designated review organization, Contractor shall in a timely manner and without charge:

- (1) Provide complete requested medical charts for review;
- (2) Provide a suitable work area for reviewers;
- (3) Provide copying capabilities for reviewers;
- (4) Respond to Professional Review Organization (PRO) letters, related to medical chart review of OMAP's clients;
- (5) Respond to review organization's Corrective Action Plan process.

al. Truth in Lobbying Act

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the State of Oregon Office of Medical Assistance Programs, for any damages suffered by OMAP as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DRAFT

D:\MULT91
November 25, 1991

15. MERGER:

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND APPROVED AS OUTLINED IN SECTION 5. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THE AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

16. CONTRACTOR INFORMATION

NAME: Multnomah County Department of Human Resources
ADDRESS: P.O. Box 40046
Portland, Oregon 97240

FEDERAL TAX I.D. #:

17. SIGNATURES:

CONTRACTOR

I hereby certify that I am
authorized to execute this
Contract on behalf of the
Contractor

By Gladys McCoy
Authorized Representative
Gladys McCoy, Multnomah County Chair
Date 12/24/91

STATE OF OREGON

OFFICE OF MEDICAL ASSISTANCE
PROGRAMS
203 Public Service Building
Salem, Oregon 97310

By _____
Jean Thorne, Director, OMAP
Date _____

Reviewed by OMAP Asst. Director: _____

Reviewed by OMAP Contracts Manager: _____

Reviewed by Budget/Program Authority: _____

Approved for Legal Sufficiency: _____

REVIEWED:

LAURENCE B. KRESSEL, County
Counsel for Multnomah County,
Oregon

By LAURENCE B. KRESSEL
Date: 12.19.91

DRAFT

D:\MULT91
November 25, 1991

EXHIBIT A

MEMBER GRIEVANCE FORM

Please complete this form if you want to file a written complaint or grievance. Explain what happened, who was involved, and what you think should be done about it.

Date:

Health Plan:

Member Name:

Member Number:

Member Telephone Number:

Describe what happened (use back of form if you need more space):

What would you like done about it?

EXHIBIT B

GRIEVANCE PROCESS

If you have a problem or a complaint, contact _____ at _____. You can either write or call us with your concern. Complaint forms are available at _____ and AFS branch offices if you want to use a form. _____ will look into all problems, both medical and non-medical, and get back to you within 5 working days. We will help you find an interpreter if you need one.

If your concern has not been taken care of to your satisfaction, you may ask for a second review, within 30 days. You may make this appeal by _____

_____. Your problem will be reviewed and you will get a written decision within 30 days.

If you still do not like the decision, you can ask AFS for a fair hearing. Go to the branch office and ask for help in filling out the request for a fair hearing.

Urgent Medical Problems:

If you think your problem has not been taken care of and if you feel your medical problem cannot wait while we do a second review, you may ask us for a special fair hearing. We will contact the AFS Medical Director to see if your medical problem qualifies for a special fair hearing. A decision will be made as soon as possible.

Please note that all grievance proceedings are confidential.

EXHIBIT C
STANDARDS TO PROVIDE SERVICE

The following are standards for participation as a Contractor in the Managed Care Program as a Physician Care Organization (PCO) or Health Maintenance Organization (HMO).

Each standard constitutes a general statement of a major element of the Managed Care Program. Ten standards are listed.

Below each standard are individual measurements. Measurements represent specific procedures, policies, staff, services, or written materials that should be in place to satisfy each standard. There is some overlap of the measures among some standards. Each measure corresponds to a requirement in the provider contract.

Participation standards are based on a variety of sources including 42 CFR 434; 42 CFR 431.55; State and local Health Plans, and recognized national publications, such as the Selected Aspects of Planning For Primary Care in Medicine: A Definition and Ambulatory Health Care Standards.

STANDARD #1: PROVISION OF HEALTH CARE SERVICES

THE CONTRACTOR HAS THE ABILITY TO DELIVER OR ARRANGE FOR ALL THE HEALTH CARE SERVICES THAT ARE MEDICALLY NECESSARY AND REIMBURSABLE UNDER THE CONTRACT.

Measurement

- 1.1 There shall be at least one participating full time equivalent primary care physician or an acceptable equivalent to a physician for every 1,200 Medicaid members, or fraction thereof. Plans may develop alternative plans for staffing which meet the needs of the population, and existing community standards for access. Alternative plans for meeting this standard must be justified in writing and approved by OMAP.

All Contractors must have a completed access plan which outlines processes for determining capacity, processes for monthly monitoring and processes for improving access and managing risk in times of tightened capacity;

- 1.2 There shall be enough participating physicians or acceptable equivalent practitioners considering all practitioners in the Contractor provider panel, to meet the needs of the enrolled population.
- 1.3 The Contractor shall have written procedures which enable each enrollee to choose a specific primary care

practitioner or health care team that provides primary care to that patient and arranges, coordinates, and monitors all other medical care for that patient on a continual basis.

- 1.4 The Contractor shall make assurances that the provision of noncapitated professional and related health services by the Contractor or arranged through referral to another source will be subject to all OMAP Rules including Prior Authorization, except that inpatient hospital services are not subject to Prior Authorization.
- 1.5 Certified physicians assistants and nurse practitioners shall be considered acceptable primary care practitioners when:
 - a. They are certified and licensed in Oregon,
 - b. The physicians assistants and nurse practitioners are adequately supervised by physicians pursuant to standards established by the Board of Medical Examiners.

STANDARD #2: EMERGENCY MEDICAL SERVICES

THE CONTRACTOR HAS POLICIES AND WRITTEN PROCEDURES FOR THE PROVISION OF EMERGENCY SERVICES ON A 24 HOUR, SEVEN DAY A WEEK BASIS.

Measurement

- 2.1 To the extent that the Contractor is not capable of directly delivering emergency treatment, there must be arrangements for availability of appropriate emergency services for enrollees on a 24-hour, seven day a week basis (e.g., call sharing arrangements).
- 2.2 During normal hours of operation, the Contractor must have a health professional available to triage emergencies from patients under the following circumstances.
 - a. Walk-in patients must have initial evaluation immediately.
 - b. Phone calls to the provider site by enrollees must be assessed to determine appropriate action.
 - c. Phone calls from other providers requesting approval to treat enrollees must be assessed for appropriateness.

- 2.3 Contractor must maintain an after-hours call-in system adequate to triage emergency calls from enrollees.
- 2.4 Contractor must have written procedures for notifying a referral emergency room concerning an arriving patient's presenting problem, and whether or not the practitioner will meet the patient there.
- 2.5 Contractor shall have written procedures for processing emergency services claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

STANDARD #3: CONTINUITY OF CARE

THE CONTRACTOR HAS POLICIES AND WRITTEN PROCEDURES WHICH ASSURE A SYSTEM FOR THE ARRANGEMENT, TRACKING AND DOCUMENTATION OF ALL REFERRALS TO OTHER PROVIDERS.

Measurement

- 3.1 Contractor must maintain a network of referral sources for all services that are stipulated in the contract and not provided on site and may establish contracts for referrals. Referral physicians need not be as accessible as primary care providers, but may be no less accessible to Contractor enrollees than to non-Contractor patients.
- 3.2 Contractor must maintain a standardized referral form which shall accompany the patient to the referral source.
- 3.3 A staff member shall be designated who will be responsible for the arrangement, coordination, and monitoring of the provider's referral system.
- 3.4 Written procedures shall be maintained to arrange for the return of relevant medical information from referral sources. Such procedures shall include:
 - a. Review of information by referring physician;
 - b. Entry of information into patient's medical record;
 - c. Arrangements for periodic reports from ongoing referral appointments; and
 - d. Procedures to monitor the return of information from referral sources.

- 3.5 When a patient is hospitalized, the following must occur:
- a. Make a notation in the medical record noting the reason, date, and duration of hospitalization;
 - b. Make notations, upon discharge, of follow-up plans including appointments for physician visits;
 - c. Enter pertinent reports (including reports from consulting physicians) from the hospitalization in the medical record.
- 3.6 Written procedures shall be maintained to process all referrals made over the phone during and after hours of operation as a regular referral, i.e., referral form completed, information entered into medical record, information requested from referral source.
- 3.7 Provision shall be made to record emergency visits made without prior referral which the Contractor accepts as legitimate. Such visits shall be processed as regular referral, i.e., information entered into medical record, information requested from referral source.
- 3.8 Written procedures shall be maintained to orient and train patients, Contractor staff, and referral sources in the appropriate use of the Contractor's referral system.
- 3.9 Contractor shall maintain a filing system adequate to document all aspects of the referral system.
- 3.10 Contractor shall have written procedures for health professionals to respond to calls from other providers requesting approval to provide care to Contractor enrollees who have not been referred to them by the Contractor.
- 3.11 Contractor shall have written procedures for processing referral claims. Ninety percent (90%) shall be processed within 45 days of receipt and ninety-nine percent (99%) shall be processed within 90 days of receipt.

STANDARD #4: MEDICAL RECORDKEEPING

THE CONTRACTOR MAINTAINS A MEDICAL RECORDKEEPING SYSTEM NECESSARY TO FULLY DISCLOSE AND DOCUMENT THE EXTENT OF SERVICES BOTH ARRANGED FOR AND PROVIDED TO ENROLLED RECIPIENTS.

Measurement

- 4.1 Contractors must maintain an integrated medical record for each enrollee which documents all types of care delivered during and after office hours.
- 4.2 The medical record must include data which forms the basis of the diagnostic impression or the patient's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The medical record also must include:
 - a. Patient's name, date of birth, sex, address, phone number;
 - b. Next of kin, sponsor, or responsible party;
 - c. Medical history.
- 4.3 Data required for each recipient encounter shall be entered into the medical record and include, as applicable:
 - a. Date of service;
 - b. Name and title of person performing the service;
 - c. Pertinent findings on examination, diagnosis;
 - d. Medications administered or prescribed;
 - e. Referrals and results of referrals;
 - f. Description of treatment when applicable;
 - g. Recommendations for additional treatments or consultations;
 - h. Medical goods or supplies dispensed or prescribed (if any);
 - i. Tests performed and results;
 - j. Health education and medical social services provided;

- k. Hospitalization order and discharge summaries for each hospitalization.
- 4.4 A medical recordkeeping system must be maintained that conforms with professional medical practice, permits internal medical audit, and facilitates an adequate system for follow-up treatment. These records shall be maintained for at least four years after the date of medical services for which claims are made or for such length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever time period is longer.
- 4.5 Contractors must maintain the confidentiality of medical record information and release such information only in accordance with federal regulation 42 CFR 431 Subpart F.
- 4.6 Contractors shall cooperate with OMAP representatives for the purposes of audits, inspection and examination of the medical records.

STANDARD #5: QUALITY ASSURANCE SYSTEM

THE CONTRACTOR MUST HAVE AN INTERNAL QUALITY ASSURANCE PROGRAM BASED ON WRITTEN POLICIES, STANDARDS, AND PROCEDURES WHICH ARE IN ACCORDANCE WITH ACCEPTED STANDARD MEDICAL PRACTICES AND WITH ACCEPTED PROFESSIONAL STANDARDS.

Measurement

- 5.1 Contractor shall have a quality assurance committee(s) composed of the medical director and other health professionals who are representative of the scope of the services delivered by the provider. Health professionals and consumers who are not regular staff members may be part of the committee(s).
- 5.2 The quality assurance committee(s) shall conduct meetings at least quarterly;
- 5.3 The quality assurance committee(s) shall include in its deliberations the following:
 - a. Review of the Contractor's written procedures and protocols of patient care;
 - b. Review of patient care as measured against the Contractor's written procedures and protocols of patient care. This review shall include a medical record review;

- c. Review of other aspects of the Contractor's performance including, but not limited to: adequacy of medical recordkeeping; referral procedures; medication reviews; the appointment system; the after-hours call-in system; arrangements for emergency services; out of plan utilization; and primary care practitioner/patient ratios;
 - d. Review of persistent or significant grievances identified through the provider's grievance procedures;
 - e. Review of quality assurance policies, standards, and procedures.
- 5.4 Contractor shall at each meeting of the committee:
- a. Make recommendations regarding corrective actions concerning problems identified through its review process; and
 - b. Review results, progress, and effectiveness of corrective actions recommended at previous meetings.
- 5.5 Contractor shall adequately document the deliberations of each quality assurance committee meeting.

STANDARD #6: ACCESSIBILITY

THE CONTRACTOR SHALL MAKE SERVICES, INCLUDING REFERRALS TO OTHER PRACTITIONERS, ACCESSIBLE TO ENROLLED MEDICAID RECIPIENTS ON AT LEAST THE BASIS OF THE MEASURES BELOW. THE CONTRACTOR SHALL NOT DISCRIMINATE BETWEEN ENROLLEES AND INDIVIDUALS WHO ARE NOT ENROLLED IN THE CONTRACTOR WITH RESPECT TO ACCESSIBILITY.

Measurement

- 6.1 There must be phone coverage at all times either on site, or through an answering service. Note: A tape-recorded telephone message instructing patients to call a hospital emergency room will not suffice as compliance with this requirement.
- 6.2 All persons receiving calls must have sufficient communication skills to reassure patients and encourage them to wait for a return call in appropriate situations.
- 6.3 All calls requiring medical attention shall be forwarded to the on-call physician or designated nurse practitioner/physician's assistant. If a physician will not be responding to the phone call there must be a written protocol specifying when a physician must be consulted.

- 6.4 A response to each call must be provided within a reasonable length of time by a health practitioner.
- 6.5 Adequate physician backup system covering all specialties including Adult Medicine, OB/Gyn, and Pediatrics, must be an operative element of after-hours care.
- 6.6 There shall be written procedures for the triaging of calls in the primary language of each substantial population of non-English speaking enrollees. Substantial is defined 35 non-English speaking households which have the same language. A non-English speaking household is a household that does not have an adult member who is fluent in English.
- 6.7 Health practitioners responding to the call shall be responsible for entering relevant information into the enrollee's medical record.
- 6.8 During business hours, the Contractor shall provide access to qualified interpreters who can interpret in the primary language of each substantial population of non-English speaking enrollees. Such interpreters should be capable of communicating in English and the primary language of the enrollees and be able to translate medical information effectively.
- 6.9 Contractor must have all written information in the primary language of each substantial population of non-English speaking enrollees.
- 6.10 Contractor shall have written procedures for scheduling of patient appointments which are appropriate to the reasons for the visit, e.g., patients with non-emergency needs; patients with persistent symptoms; patient routine visits; new enrollee Initial Assessment.
- 6.11 Under normal circumstances, the Contractor shall not keep patients waiting over 45 minutes for scheduled appointments.
- 6.12 Contractor must have a written procedure providing for triage of walk-in patients with urgent non-emergency medical need.
- 6.13 When not an emergency, walk-in patients should either be scheduled for an appointment as medically appropriate or be seen within two hours.

- 6.14 Contractor shall have written procedures for following up of failed appointments including rescheduling of appointments as deemed medically necessary, and documentation in the patient record of broken appointments and recall efforts.
- 6.15 Routine travel time for the member to the primary care practitioner shall not exceed the community standard for accessing health care providers for 90 % of the potential members.
- 6.16 There must be provisions for physical access which include the following:
- a. Street level access or accessible ramp into facility; and
 - b. Wheelchair access to lavatory.
- 6.17 Services, facilities, and personnel shall be prepared to meet the special needs of visually and hearing impaired patients.
- 6.18 There shall be arrangements for services to be provided by non-Contractor providers where in-house capability to serve specific disabled populations does not exist.

STANDARD #7: GRIEVANCE PROCEDURES*

THE CONTRACTOR MUST HAVE WRITTEN PROCEDURES FOR ACCEPTING, PROCESSING AND RESPONDING TO ALL ENROLLEE GRIEVANCES. IN ADDITION TO THE INTERNAL CONTRACTOR PROCEDURES, ONCE THOSE HAVE BEEN FOLLOWED, THE AFS FAIR HEARINGS PROCESS WILL BE AVAILABLE.

Measurement

- 7.1 Contractor must have written procedures for resolving informal complaints.**
- 7.2 A staff member shall be designated who will be responsible for receiving, processing, channeling, and responding to grievances.
- 7.3 Procedures shall be maintained to inform enrollees verbally and in writing about the Contractor's grievance procedures. Such procedures shall include the following:
- a. Written material describing the grievance process;
 - b. Assurance of confidentiality of the grievance process in all written and posted material.

7.4

Written procedures shall be maintained for the receipt and disposition of all grievances and shall include:

- a. Provisions for an appeals channel in cases where enrollees are not satisfied with an initial response which shall include at least one level of appeal beyond the initial response level and which may include one of the following:
 - 1) Medical director or administrator depending on the nature of the grievance;
 - 2) Other internal review mechanisms.
- b. Specified time limits for the following:
 - 1) Initial response to enrollee -- five working days;
 - 2) Written response to enrollee -- thirty days for each level of review, providing enrollee has submitted or caused to be submitted requested documentation.
- c. Written procedures for assuring the confidentiality of the entire grievance system.

The provider shall maintain a system adequate to document the occurrence and resolution of all grievances.

7.6

Contractor shall maintain written procedures to review the operation of the grievance system.

* A grievance is defined as an incident or concern which cannot be resolved in a manner satisfactory to the enrollee by the immediate verbal response of the provider staff member receiving the complaint, or the member services office, or any complaint received in writing.

** An informal complaint is defined as an incident or concern verbally related to physician or other staff member, or a member services representative, which is immediately resolved to the satisfaction of the enrollee.

STANDARD #8: MARKETING

THE CONTRACTOR MUST HAVE THE ABILITY TO DEVELOP AND DISTRIBUTE MARKETING MATERIALS TO ENROLLEES AND POTENTIAL ENROLLEES. SPECIFIC MARKETING REQUIREMENTS WILL BE REVIEWED DURING INDIVIDUAL APPLICATION TO PROVIDE SERVICE NEGOTIATIONS.

Measurement

- 8.1 Comply with policies for enrollment as set forth in the Contractor contract and in the OMAP Handbook for prepaid health plans.
- 8.2 Ensure that all staff who have contact with potential enrollees are fully informed of Contractor policies including marketing, enrollment and disenrollment policies.
- 8.3 Work cooperatively with the OMAP staff and members of the community in the development and implementation of marketing plans and procedures.
- 8.4 Provide and disseminate promotional and informational materials which are specific to the Contractor.

STANDARD #9: HEALTH CARE INFORMATION

THE CONTRACTOR HAS AN ONGOING PROCESS OF PATIENT EDUCATION WHICH INCLUDES HEALTH EDUCATION, AND APPROPRIATE USE OF EMERGENCY FACILITIES AND SERVICES.

Measurement

- 9.1 Contractors shall have written procedures for health education designed to prepare patients for their participation in and reaction to specific medical procedures, and to instruct patients in self-management of medical problems and in disease prevention. Health education may be provided by any health practitioner or by any other individual or program approved by the provider.
- 9.2 Contractors shall have written procedures in effect to orient enrollees in the use of all services provided at the facility. This should include, but not be limited to, instructions regarding appropriate use of the provider's referral system, grievance procedures, missed appointments, afterhours call-in system, and provisions for emergency treatment.

STANDARD #10: FINANCIAL VIABILITY

The Contractor is financially viable and provides evidence of viability. The Contractor incorporates specific provisions against insolvency, commensurate with Medicaid enrollment and level of risk assumed; demonstrates financial management ability; generates periodic financial reports and makes them available to OMAP.

The specific indicators enumerated below are not intended to be considered in isolation from each other or to be comprehensive. When considered as a whole they provide the basis for demonstrating general financial viability, identifying weaknesses to be addressed, or for OMAP to conclude a Contractor is not financially viable.

10.1 FINANCIAL PROVISIONS

- a. Contractor shall purchase stop loss insurance through OMAP or shall demonstrate to OMAP that alternative mechanisms to limit or manage risk are sufficient.
- b. Contractor shall establish and maintain a reserve fund, with appropriate restrictions and safeguards on use and access approved by OMAP, equal to two months of capitation if participating primary care practitioners and specialists are paid on a fee-for-service basis. If primary care practitioners or specialists are paid on a capitated or salaried basis the reserve shall equal two months of incurred but not reported claims for providers paid on a fee-for-service basis.
- c. OMAP may approve start-up for a Contractor without a restricted fund at levels described above if a credible plan to establish adequate reserves is provided and other indicators are acceptable.
- d. Contractors shall include in all contracts with participating providers a hold harmless provision prohibiting providers from billing members, at any time, even if the plan becomes insolvent.
- e. Contractor will insure that all persons and entities performing health care services under contract shall be covered by professional liability insurance at not less than \$500,000 per person per incident and not less than 1,000,000 in the aggregate.

10.2 FINANCIAL MANAGEMENT

- a. The Contractor shall document procedures for developing, compiling, evaluating information and data concerning the cost of a plans operations.
- b. The Contractor shall have a documented method for a monthly determination of future cash requirements.
- c. The Contractor shall provide evidence of a reasonable method for determining incurred but not reported expenses.
- d. The Contractor shall document its procedure for tracking additions and deletions of members and accounting for monthly capitation payments.
- e. The Contractor, if applicable, shall document and describe its use of incentive payment mechanisms to participating providers.

10.3 REPORTING

- a. All Contractors shall submit an annual external audit or review to OMAP. The level of Contractor specific emphasis shall be determined by OMAP on a contractor specific basis. Considerations shall include, but are not limited to, the percentage the Contractor represents of total corporate revenue, the percentage of total OMAP enrollment represented by the Contractor and the financial condition of the Contractor at the beginning of each contract period.
- b. All Contractors shall submit a Contractor specific quarterly financial report to OMAP containing:
 1. Statement of revenues, expenses, and net income.
 2. Balance sheet.
 3. Report of key financial indicators.
 4. Utilization data report for capitated services.

To the extent permitted by Oregon laws regarding public records information designated by Contractor as proprietary will be maintained in a confidential manner by OMAP.

Meeting Date: DEC 24 1991

Agenda No.: C - 7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointment

AGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING December 24, 1991

(date)

DEPARTMENT

Non-departmental

DIVISION

County Chair

CONTACT

Kathy Millard

TELEPHONE

248-3308

PERSON(S) MAKING PRESENTATION

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment to:

LIBRARY BOARD

Angel Lopez

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Gladys McCay

Or

DEPARTMENT MANAGER

(All accompanying documents must have required signatures)

BOARD OF
UTILITY COMMISSIONERS
1991 DEC 18 AM 11:41
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204
11/27/91

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

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

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

Library Board

- B. Name Angel Lopez

Address 4229 S.W. 48th Place

City Portland State Oregon Zip 97221

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

Home Phone 191-1341

- C. Current Employer Squires and Lopez, Attorneys at Law

Address 621 S.W. Morrison, Suite 1410

City Portland State Oregon Zip 97205

Your Job Title Attorney/Partner

Work Phone 241-4708 (Ext) _____

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

- D. Previous Employers

Previous Employers	Dates	Job Title
Metropolitan Public Defender	1982-1984	Staff Attorney
Oregon State Bar	1979-1982	Program Director

GLADYS MCCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

PORTLAND, OREGON 97204

(503) 248-3308

CONTACT:

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

Name of Organization	Dates	Responsibilities
Oregon Commission on Hispanic Affairs	1987-1991	Commission Chair
Oregon State Bar Defense of Indigent Accused	1986-1989	Committee Member
Multnomah County Legal Aid	1982-1985	Board Member

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
Willamette College of Law	1978-1978	J.D./Law
Occidental College Los Angeles, CA	1971-1975	B.A./Psychology

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

Janan Stoll, 630 S.W. Fifth Avenue, Portland, OR 225-9100

Alan Karpinski, 621 S.W. Morrison, #1410, Portland 241-4708

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

NONE

I. Affirmative Action Information

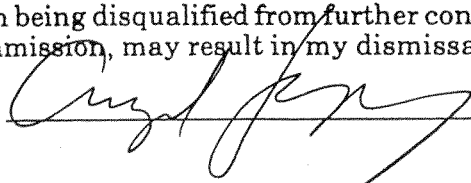
Male/Hispanic

sex / racial ethnic background

birth date: Month 8 Day 20 Year 1953

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

Signature



Date November 22, 1991

lom
6/83

RECEIVED

NOV 25 1991

LIB DIR OFF

SQUIRES and LOPEZ

Attorneys at Law

Wendy Squires
Angel Lopez
Alan Karpinski

1410 American Bank Bldg.
621 S.W. Morrison Street
Portland, Oregon 97205
(503) 241-4708

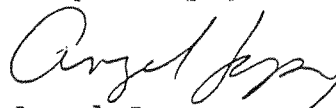
November 22, 1991

Ginnie Cooper, Director
Multnomah County Library
205 N.E. Russell
Portland, OR 97212

Dear Ms. Cooper:

Enclosed please find my application for the Library Board. When I spoke with Clara Andrews last week she strongly suggested that I apply for a position on the board. I have considered applying for some time and this seemed like an excellent opportunity. Thank you for your consideration.

Very truly yours,



Angel Lopez
Attorney at Law

AL/slw

Enclosure



November 25

Angel Lopez -

I am so pleased to learn that you are interested in serving on the Library Board! When I interviewed you as a part of the "Conversation @ Oregonians", I thought of what a valuable Board member you would be —

I will forward your application to County Board Chair Gladys McCoy who makes the appointments. I hope to soon be able to welcome you to the Board!

Ginnie Cooper

Meeting Date: DECEMBER 24, 1991

Agenda No.: C - 8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENT

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING December 24, 1991
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested,
as well as personnel and fiscal/budgetary impacts, if applicable):

Appointment to Metropolitan Exposition-Recreation Commission

Ron Kawamoto re-appointment

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCryst

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1991 DEC 19 AM 8:48
MULTNOMAH COUNTY
OREGON

BUDGET MODIFICATION NO. DA 10

DEC 24 1991

(For Clerk's Use) Meeting Date 12/12/91

Agenda No. R-1

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT District Attorney

DIVISION Victims Assistance

CONTACT Kelly Bacon

TELEPHONE 248-3105

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget modification to reduce VOCA to match grant award and increase dedicated VAPAG revenue to reflect amount received.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This budget modification increases the general fund portion of the Victims Assistance program by \$10,491, and provides \$7,509 to cover personnel costs budgeted in VOCA that exceed the actual grant award.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

New revenue in the amount of \$18,000 is appropriated via this modification.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By <u>Lisa Moore</u>	Date <u>11/26/91</u>	Department Director <u>Kelly Bacon</u>	Date <u>11/26/91</u>
Plan/Budget Analyst <u>Thom Sg</u>	Date <u>12/9/91</u>	Employee Services <u>CR Umbras</u>	Date <u>12/10/91</u>
Board Approval <u>DOROTHY L ROGERS</u>	Date <u>12/24/91</u>		

CLERK OF
JULY 1991
1991 DEC 10 AM 9:55
JULY 1991
OREGON

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2461			6120			\$1,491		Printing
		100	023	2461			6310			\$1,000		Education & Training
		100	023	2461			8400			\$8,000		Capital Equipment
TOTAL EXPENDITURE CHANGE										\$10,491	0	

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

[illegible]

BUDGET MODIFICATION NO. DES #18

(For Clerk's Use) Meeting Date DEC 24 1991
Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Environmental Services

DIVISION Planning & Development

CONTACT Scott Pemble

TELEPHONE 248-3182

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Scott Pemble

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

Increases LCDC grant from \$29,000 to \$49,000.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

Current appropriation for this grant is at \$29,000. Actual award is \$49,000 for this fiscal year. This money is awarded for the purposes of implementing Gorge management plan.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases LCDC grant by \$20,000 to \$49,000.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$ _____

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

1991 DEC 16 PM 3:07
MULTIPLA COUNTY
OREGON

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

TRANSACTION EB GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

27 NOV 1991

Oregon

DEPARTMENT OF
LAND
CONSERVATION
AND
DEVELOPMENT

TO: Planning Assistance Grant Recipients
FROM: Craig Greenleaf, Acting Director *Craig Greenleaf*
SUBJECT: PLANNING ASSISTANCE GRANTS

On behalf of the Land Conservation and Development Department, I am pleased to offer a Planning Assistance Grant for 1991-93. This program is designed to help you maintain your acknowledged plan on an ongoing basis. Specific activities eligible for funding are described in the grant. This investment recognizes the importance of keeping comprehensive plans current with Oregon's growth.

The enclosed agreement indicates your grant amount and terms of the grant. Formula amounts have been adjusted to reflect the 1990 certified population figures and the funding authorized by the 1991 legislature. An authorized individual should complete and execute this agreement. Return one original copy to the Department of Land Conservation and Development, 1175 Court St. NE, Salem, OR 97310 to receive payment. The other original copy is for your records. The full amount of the grant will be sent to you after our receipt of the accepted grant.

For additional information on the planning grant program requirements, please contact your local field representative. Questions regarding grant amounts, disbursement, or reporting should be directed to Mary Hoge in the Salem office at 373-0076.

BT:mg

Barbara Roberts
Governor



1175 Court Street NE
Salem, OR 97310-0590
(503) 373-0050
FAX (503) 362-6705

STATE OF OREGON
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
BASIC LEVEL PLANNING ASSISTANCE GRANT AGREEMENT

- A. By this agreement the Director of the Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, agrees to provide funding for planning assistance activities for the period of July 1, 1991 through June 30, 1993.
1. Grantee: **Multnomah County**
 2. Basic Level Planning Assistance Grant Amount: **\$ 49,000**
- B. The grantee, in consideration of the grant amount, agrees to perform eligible planning assistance activities specified in this agreement. The grantee further agrees to the standard and special conditions of this agreement.
- C. If not accepted and returned to the Department of Land Conservation and Development before **January 6, 1992**, this agreement is void.
- D. Grant payment schedule:
- 70% Upon return of signed grant document and receipt of letter from board chairman or resolution of the board, committing the county to implementation of the Management Plan.
- 30% Upon submitting evidence of work completed.
- A payment of up to \$15,000, of the initial 70%, may be requested for activities relating to item 2 and 3 upon receipt and acceptance of work outlining anticipated levels of policy review and permit applications.
- E. Grantee data (to be completed by grantee upon acceptance):

Contact Person Name

Mailing Address

Telephone Number

For the DLCD:

Authorized signature grantee:

William A. Thomas
William A. Thomas,
Administrative Services Manager
November 21, 1991

Printed Name and Title

Date

(See reverse for eligible activities and standard conditions)

DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
PLANNING ASSISTANCE GRANT AGREEMENT CONDITIONS

A. Eligible Activities

The grant funds received by the Grantee pursuant to this agreement shall be expended only to accomplish and carry out the activities described in this section:

1. Implementation of the Gorge Management Plan;
2. Participation in Gorge Commission/Forest Service policy development;
3. Continued processing and review of development permit applications.

Fund Distribution Conditions:

- Seventy percent of funds released following receipt of letter from board chairman or resolution of the board, committing the county to implementation of the Management Plan.
- Thirty percent withhold; released upon submitting evidence of work completed.
- Activities 2. and 3. above limited to \$7,500 each.
- Up to \$15,000, of the initial 70% may be requested for activities related to items 2 and 3 based upon receipt of work program outlining anticipated levels of policy review and permit applications.

B. Standard Conditions

1. The grant funds received by the grantee pursuant to this agreement shall be expended only to accomplish and carry out the activities approved by the department. Grant funds may not be used for legal or administrative costs associated with defending the grantee or other grantees from decisions made by the department or the commission.

2. Post acknowledgment plan and land use regulation amendments will be processed through the department on standard forms available from the department.
3. Documents produced under this grant must indicate that funding for the work was made available by the Department of Land Conservation and Development.
4. Local governments using any planning assistance grant funding for periodic review work will be required to submit codified comprehensive plan and land use regulations in accordance with OAR 660-19-097.
5. A report of work performed as a result of this grant during the grant period shall be submitted by the grantee to the department as requested and within 30 days after termination of the grant period. Eligibility for subsequent funding is contingent upon receipt of such reporting by the department.
6. Standard accepted accounting and fiscal records will be maintained by grantee of the receipt and expenditure of funds pursuant to this grant agreement. Grant accounting records will be separately maintained from other accounting records.
7. The Attorney General of the State of Oregon and the Director of the Department of Land Conservation and Development or any other duly authorized representative, shall have access to and the right to examine any pertinent books, documents, papers, and records of transactions related to this agreement for three years after the final report is submitted. During the grant period, reports on work activities will be furnished promptly to the department director if requested.
8. If the grantee fails to comply with any of the requirements or conditions of this agreement, the department may, in its sole discretion and without incurring liability therefrom, refuse to perform further pursuant to this agreement. Upon demand by the department, the grantee shall promptly repay the department any funds which are not obligated.

C. Special Award Conditions

1. Eligible Activities:

- a. Implementation of the Gorge Management Plan;
- b. Participation in Gorge Commission/Forest Service policy development;
- c. Continued processing and review of development permit applications.

2. Fund Distribution Conditions:

- a. Activities b. and c. above limited to \$7,500 each.
- b. Thirty percent withhold; released upon submitting evidence of work completed.
- c. Seventy percent of funds released following receipt of letter from board chairman or resolution of the board, committing the county to implementation of the Management Plan.
- d. Up to \$15,000 may be disbursed for activities b. and c. based upon receipt of work program outlining anticipated levels of policy review and permit applications. Withhold percentages apply.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 301662

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> RATIFIED Multnomah County Board of Commissioners <u>10-3 December 21, 1991</u> </div>

Contact Person MARY MCNICHOLAS/JIM MUNZ Phone X3749 Date NOV. 21, 1991

Department DES Division ISD Bldg/Room 327

Description of Contract INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO OBTAIN CELLULAR TRANSMISSION SERVICES FOR MULTNOMAH COUNTY

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

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

Contractor Name CITY OF PORTLAND

Mailing Address 1120 SW FIFTH AVE, ROOM 1204
PORTLAND, OR 97204 795-6971

Phone ATTN: DENNIS QUAIL

Employer ID # or SS # _____

Effective Date UPON SIGNATURE

Termination Date N/A

Original Contract Amount \$ REQUIREMENTS

Amount of Amendment \$ _____

Total Amount of Agreement \$ REQUIREMENTS

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director _____
(Class II Contracts Only)

County Counsel _____

County Chair/Sheriff _____

Payment Term

☐ Lump Sum \$ _____

☒ Monthly \$ REQUIREMENTS

☐ Other \$ _____

☐ Requirements contract - Requisition required.

Purchase Order No. 78 6598

☐ Requirements Not to Exceed \$ _____

Date _____

Date _____

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	402	030	7990			6140					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: DEC 24 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: INTERGOVERNMENTAL AGREEMENT

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____
DEPARTMENT DES DIVISION ISD
CONTACT JIM MUNZ TELEPHONE 248-3749
PERSON(S) MAKING PRESENTATION JIM MUNZ

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 MINUTES

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable)

INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO OBTAIN CELLULAR TRANSMISSION SERVICES FOR MULTNOMAH COUNTY.

12/30/91 originals to Tracy McNichols



BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
DEC 16 PM 3:10

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER  

(All accompanying documents must have required signatures)



2/26/91

GLADYS McCOY
COUNTY CHAIR

M E M O R A N D U M

TO: Paul Yarborough, Director
Department of Environmental Services

FROM: Jim Munz, Manager
Information Services Division

SUBJECT: INTERGOVERNMENTAL AGREEMENT -
CITY OF PORTLAND CELLULAR TRANSMISSION SERVICES

DATE: November 20, 1991

12/24/2006

Attached are three original intergovernmental contracts with the city of Portland to obtain cellular transmission services for the County.

This arrangement was negotiated between ourselves and the city of Portland during the recent meetings surrounding City/County joint services. During those meetings it was determined that the County could save approximately \$5,000 annually by transferring the County's cellular telephone transmission services contract with Cellular One to the City's contract with Cellular One. Because the City has a much larger user base, they have obtained more favorable rates than the County for cellular services and have offered to let the County take advantage of their reduced rates. The reduced rates will be passed through to the County cellular phone users. This will not affect the services of any of the County cellular users nor interrupt their service in anyway. If you have any questions concerning this agreement or the services provided by Cellular One, please call me or Doug Fischer at X3749.

DF/CITYCELL.MEM

cc: Doug Fischer
Brian Fowles



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 301662
Amendment # _____

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement RATIFIED Multnomah County Board of Commissioners R-3 December 24, 1991

Contact Person MARY MCNICHOLAS/JIM MUNZ Phone X3749 Date NOV. 21, 1991

Department DES Division ISD Bldg/Room 327

Description of Contract INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO OBTAIN CELLULAR TRANSMISSION SERVICES FOR MULTNOMAH COUNTY

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

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

Contractor Name CITY OF PORTLAND
Mailing Address 1120 SW FIFTH AVE, ROOM 1204
PORTLAND, OR 97204 796-6971
Phone ATTN: DENNIS QUAIL
Employer ID # or SS # _____
Effective Date UPON SIGNATURE
Termination Date N/A
Original Contract Amount \$ REQUIREMENTS
Amount of Amendment \$ _____
Total Amount of Agreement \$ REQUIREMENTS

Payment Term

☐ Lump Sum \$ _____
☒ Monthly \$ REQUIREMENTS
☐ Other \$ _____
☒ Requirements contract - Requisition required.
Purchase Order No. TO BE ISSUED
☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Jim

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date _____

Date _____

Date 12/4/91

Date 12/24/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	402	030	7990			6140						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

**INTERGOVERNMENTAL AGREEMENT FOR
CELLULAR TELEPHONE SERVICE**

This is an agreement between City of Portland ("City" herein) and Multnomah County ("County" herein).

RECITALS

A. County owns and operates portable and vehicle mounted cellular phones to enhance communication capabilities for County operations. The County purchases cellular phone transmission services from Interstate Mobilphone Company, dba Cellular One ("Cellular One" herein).

B. City contracts with Cellular One for transmission services for City's cellular phones at rates below rates provided in County's contract with Cellular One.

C. Cellular One will provide cellular transmission services to County under the City's contract with Cellular One at the rates payable under the City's contract.

D. To reduce the cost to County for cellular transmission services, the City and County desire to arrange for provision of transmission services to County through the City's contract with Cellular One by this agreement.

The Parties therefore agree:

I. City's Obligations

A. Provision of Cellular Phone Services

City will take all steps necessary to add or delete County's cellular phones, as may be requested by County to or from the cellular phone units covered under contract No. 25098, dated January 4, 1989, between City and Interstate Mobilphone Company, dba Cellular One.

B. Copies of Documents

City will provide County with copies of all existing contracts between City and Cellular One and amendments to such contracts. City will provide County with future contracts or amendments for cellular phone services within 10 days after execution. Amendments shall be deemed to include notice of termination or cancellation of Cellular One services. City shall furnish County with copies of all communications between City and Cellular One affecting services to County under this agreement.

C. Billing and Payment

City will bill County monthly for cellular phone services at the same rates and charges payable by City to Cellular One under Contract No. 25098, as may from time to time be amended, plus City's costs to administer this agreement. The costs of administration shall be set forth in a schedule to be approved by City and County.

D. Billing Detail

City's bills to County shall include the following monthly detail regarding calls made from each County cellular telephone covered under this agreement:

1. The number dialed for out calls;
2. Duration of calls for all calls;
3. Charges for service by cellular phone

A summary invoice for the total of all charges for all cellular phones.

E. Access to Records

Upon County's request, City will allow County's representatives access to

City's records, including billing statements from Cellular One, in connection with City's Contract No. and this agreement or will provide copies of such records upon request by County.

II. County's Obligations

A. Compliance with Contract Requirements

County will follow all procedures, rules, and contract requirements necessary to receive cellular transmission services under City Contract No. 25098, as amended from time to time and will not take any action which would breach any term or condition of that contract.

B. Compliance with Administrative Rules

County will comply with all Administrative Rules Adopted by City to implement this agreement.

C. Payment

County will pay all invoices for cellular phone services received by County under this agreement within 20 business days after receipt. Payment by County shall not operate as a waiver of County's right to request adjustment to any charges for services not received by County or for charges in excess of the amounts payable in accordance with this agreement.

III. Miscellaneous Provisions

A. Duration

This agreement shall take effect on the date of execution by the last party to sign this agreement and shall continue until terminated in the manner set forth herein.

B. Termination

This agreement may be terminated by either party upon written notice of cancellation to the other party not less than 120 days prior to the date of cancellation which shall be set forth in the notice.

C. Indemnification

Subject to any Oregon Constitutional limitations and the provisions of ORS 30.260 to 30.300, each party to this agreement will defend, save harmless and indemnify the other from any third party liability arising solely out of the negligent acts of its officers, employees, or agents.

D. Amendments

This agreement may be amended only by written agreement of the parties.

E. Integration

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

DATED this ____ day of _____, 1991.

CITY OF PORTLAND

By: _____

By: [Signature]
AUDITOR

MULTNOMAH COUNTY

By: _____

Reviewed: _____

[Signature]
LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

Approved as to Form:

[Signature]
City Attorney - [Signature]

ADMINISTRATIVE COST SCHEDULE

City of Portland agrees to charge Multnomah County the monthly service rate, detailed billing rate and T-1 access charges that apply to each Multnomah County Cellular Telephone. These charges are subject to change due to the total number of Cellular Telephones under contract No. 25098, dated January 4, 1989 between the City of Portland and Interstate Mobilephone Company, dba Cellular One.

CITY OF PORTLAND

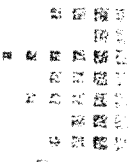
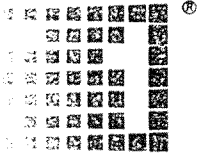
BY: _____

DATE: _____

MULTNOMAH COUNTY

BY: _____

DATE: _____



September 4, 1991

Brian Fowles
Telecomm Mgr.- General Services
1021 SW Fourth Ave.-B8
Portland, OR. 97204

Brian,

As we discussed, it's my understanding that the cellular phone service you have with Cellular One is going to be administered through the City of Portland account. This will apply to all Multnomah Co. phones on Cellular One except for the Sheriff's Department.

This administrative move to maximize the minutes of use and minimize the rate per minute for both entities certainly meets our objective of providing our local government with the very best cellular service at the very best rates possible. We trust this also reflects how valued customers the City and County are to us at Cellular One.

Please forward the account numbers, the cellular phone numbers, and the target date for switching those to the City account.

Any questions or clarifications, I'd be happy to provide.

Best,

Joseph A. Gayer
Cellular One
Government Account Manager

ORDINANCE No. 164773

* Authorize an Intergovernmental Agreement between the City of Portland (City) and Multnomah County (County) to arrange for provision of transmission services to the County through the City's contract with Cellular One. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The County owns and operates portable and vehicle mounted cellular phones to enhance communication capabilities for County operations. The County purchases cellular phone transmission services from Interstate Mobilphone Company, dba Cellular One.
2. The County does not have a contract for cellular telephone services for its sixty cellular telephones and presently pays \$7.95 per telephone access fee and \$0.27 per minute air time.
3. The City contracts with Cellular One for transmission services for the City's cellular phones at rates below rates provided to the County by Cellular One.
4. Cellular One will provide cellular transmission services to the County under the City's contract with Cellular One at the rates payable under the City's contract.
5. By Multnomah County becoming part of the City's Cellular Telephone Contract, they will take advantage of substantial savings by having our access fee of \$3.00 per telephone and \$0.195 per minute air time. Over time as usage grows, both the City and County will realize additional savings, through combining total phones and air time as outlined in our contract with Cellular I.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to enter into an Intergovernmental Agreement with Multnomah County (similar in form to Exhibit A attached) to allow Multnomah County to become a user of the City's Cellular Telephone Contract and Services.

Section 2. The Council declares that an emergency exists because a delay in authorizing this contract will cause the County to incur unnecessary costs; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,
Mayor J.E. Bud Clark
Dennis Quail:gk
October 30, 1991

NOV 6 1991

BARBARA CLARK
Auditor of the City of Portland
By *D. Bauers* Deputy

Meeting Date: 12-24-91

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION: THANKING COUNTY EMPLOYEES FOR THEIR PARTICIPATION IN
THE 1991 MULTNOMAH COUNTY CHARITABLE GIVING CAMPAIGN

BCC Informal _____ (date) _____ BCC Formal 12-24-91 (date) _____

DEPARTMENT Non-Dept. DIVISION BCC (Anderson)

CONTACT Bill Farver TELEPHONE x3740

PERSON(S) MAKING PRESENTATION Comm. Pauline Anderson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Resolution expresses BCC appreciation to Multnomah County employees for their generosity in donating \$97,403.92 to the 1991 County Charitable Giving Campaign.

12/30/91 copies to Bill Farver

1991 DEC 17 4 40 PM
MULTNOMAH COUNTY
CLERK OF COUNTY

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Pauline Anderson

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CAMPAIGN MANAGEMENT COUNCIL ROSTER

VOTING MEMBERS

Maria Rojo de Steffey, Chair for 1992
2115 SE Morrison
Portland, OR 97214
248-5000
412/206

Bill Farver
1021 SW 4th Ave, #605
Portland, OR 97204
248-3740
101/605

Joanne Fuller
610 SW Alder, #515
Portland, OR 97204
248-3701
161/600

Betty Larson
Multnomah County Library
Community Services Division
205 NE Russell
Portland, OR 97204
248-3374
166/200

Cyndi Freiermuth
1401 NE 68th
Portland, OR 97213
248-3457
311/64

Mindy Harris/Irene Khavari
1120 SW 5th Ave, #1400
Portland, OR 97204
248-5015
106/1430

Deanna Meyer
610 SW Alder
Portland, OR 97212
248-5493
317

NON VOTING MEMBERS:

Amina Anderson/Joanne Allen
Black United Fund
P.O. Box 12406
Portland, OR 97212
282-7973

Sally Cross/Don Skinner
Louise Tippins
Environmental Federation
P.O. Box 40333
Portland, OR 97240
223-9015

Julie Meyer or
Internat'l Service Agencies
NW Regional Office
3443 E. Florence Ct.
Seattle, WA 98112
(206) 329-4423

Valerie Brown/Guerry Dean
United Way of the
Columbia Willamette
718 W. Burnside
Portland, OR 97209
228-9131

Walter Daggett
Nat'l Voluntary Hlth Agencies
P.O. Box 8642
Portland, OR. 97209
222-4009

Wendy Scott
3736 SW Kelly St
Portland, Or 97201
226-0469

COUNTY FUNDING RAISING

1986	
United Way	62,742
1987	
United Way	78,342
1988	
United Way	68,692
1989	
United Way	49,823
Black United Fund	12,098
Total	61,921

1990	
United Way	42,964
Black United Fund	19,265
Environmental Federation	18,168
National Voluntary Health Agenc.	7,184
International Services Agencies	9,659
Total	97,240

1991	
United Way	45,540
Black United Fund	17,629
Environmental Federation	15,513
National Voluntary Health Agenc.	10,140
International Services Agencies	8,580
Total	97,402

EVALUATION

The Campaign Management Council plans to make the following changes in next year's campaign.

A. Information Sessions with Employees

- Have employees receive packets with pledge cards no earlier than 3 to 4 days prior to informational meetings and no later than the meeting itself
- tie informational meetings into the regular agenda of previously scheduled meetings
- avoid "open houses" where people just "drop in"
- have fewer employee meetings (funds and federations are supposed to report on very productive or unproductive meetings)

B. Collection and Administration of cash/checks, etc.

- Ask Finance (Patty, Irene) to provide recommendations in January on the streamlining of the process. The first preference of the CMC is to have the site coordinators separate cash/check donations and mail them to the Funds or Federations at least weekly during the campaign. Specially marked "County Campaign" envelopes would be used. The site coordinators would keep a tally to submit for the record. The Fund/Federation would also provide an accounting of what they receive in the mail.
- Also, separate the designation option from the pledge form. Designation option on separate form that sent directly by site coordinator to Funds/Federations with cash and/or checks.

Other suggestions included:

- no cash and/or check contributions -(envelopes provided to employees who request the option)

C. Other Suggestions:

- shorten campaign to one month (mid-Sept to mid-Oct)
- make sure language ("United Black Fund") and order of columns ("cash/check/payroll") is consistent
- omit "copy to payroll" from bottom of pledge form
- Confusing to employees.
- typos in How To Book (including reference to CFC)
- thank you party for coordinators
- stress changes at Training Session next summer, esp. accurate accounting of cash/checks by site coordinators
- thank you from the BCC to contributors

Questions?

Bill Farver 3740

Worksite /Bldg. No.	United Black Fund			United Way			Nat'l. Vol. Health Ag.			Environ. Fed of Ore.			Intern'l. Service Ag.			GRAND TOTALS			
	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	
ADJ/JU			0.00			25.00			25.00			0.00			0.00				
AUDITOR	240.00	0.00	240.00	360.00	0.00	360.00	0.00	0.00	0.00	48.00	0.00	48.00	0.00	0.00	0.00	648.00	0.00	648.00	1%
DA'S OFFICE	606.00	50.00	656.00	3,312.00	570.00	3,882.00	362.00	322.00	684.00	943.00	110.00	1,053.00	855.00	5.00	860.00	6,078.00	1,057.00	7,135.00	7%
DCC	768.00	0.00	768.00	1,760.00	45.00	1,745.00	506.00	20.00	526.00	323.00	30.00	353.00	52.00	26.00	72.00	3,349.00	115.00	3,464.00	4%
DES/ COMM DEV	122.00		122.00	130.00		130.00	182.00		182.00	178.00	0.00	178.00	0.00	0.00	0.00	612.00	0.00	612.00	
DES/A & T	300.00	5.00	305.00	534.00	105.00	639.00	454.00	5.00	459.00	334.00	15.00	349.00	84.00	5.00	89.00	1,706.00	135.00	1,841.00	
DES/ADMIN	72.00		72.00	240.00	25.00	265.00		50.00	50.00	24.00	0.00	24.00	120.00	0.00	120.00	456.00	75.00	531.00	
DES/ANIMAL CTL	102.00		102.00	126.00		126.00	191.10		191.10		0.00	0.00	0.00	0.00	0.00	419.10	0.00	419.10	
DES/ELECTIONS	100.00		100.00	355.00	37.00	432.00	48.00	15.00	63.00	100.00	0.00	100.00	61.00	25.00	86.00	704.00	77.00	781.00	
DES/EXPO			0.00	39.00		39.00	78.00		78.00		0.00	0.00	0.00	0.00	0.00	117.00	0.00	117.00	
DES/FAC MGMT			0.00	1,013.00		1,013.00	546.00	10.00	558.00	370.00	25.00	395.00	130.00	0.00	130.00	2,061.00	35.00	2,096.00	
DES/FLEET			0.00	137.00		137.00			0.00	390.00		0.00	0.00	0.00	0.00	527.00	0.00	527.00	
DES/HORSE SHOE		7.50	7.50		25.00	25.00		18.75	18.75		28.75	28.75	0.00	9.00	5.00	0.00	85.00	85.00	
DES/ISD	128.00		128.00	1,096.00	5.00	1,101.00	336.00		336.00	383.00	0.00	383.00	128.00	50.00	178.00	2,071.00	55.00	2,126.00	
DES/PARKS	52.00		52.00	52.00	85.00	137.00			0.00	182.00	50.00	232.00	0.00	25.00	25.00	286.00	160.00	446.00	
DES/PLNG/2NG	26.00		26.00	104.00		104.00			0.00	156.00	0.00	156.00	0.00	0.00	0.00	286.00	0.00	286.00	
DES/TRANS	414.50	10.00	424.50	1,456.00	180.00	1,638.00	237.00	30.00	267.00	572.00	100.00	672.00	78.00		78.00	2,759.50	320.00	3,079.50	13%
DHS/ADMIN	76.00	0.00	76.00	130.00	0.00	130.00	26.00	0.00	26.00	0.00	0.00	0.00	26.00	0.00	26.00	260.00	0.00	260.00	
DHS/ADMIN	66.00	0.00	66.00	196.00	25.00	223.00	154.00	0.00	154.00	148.00	0.00	148.00	150.00	0.00	150.00	736.00	25.00	761.00	
DHS/ASD NURSING	0.00	15.00	15.00	104.00	110.00	214.00	26.00	25.00	51.00	156.00	50.00	206.00	0.00	15.00	15.00	286.00	215.00	501.00	
DHS/ASD SE	52.00	0.00	52.00	182.00	35.00	217.00	104.00	25.00	129.00	104.00	15.00	119.00	52.00	5.00	57.00	494.00	80.00	574.00	
DHS/ASDE	0.00	0.00	0.00	286.00	0.00	286.00	0.00	0.00	0.00	663.00	45.00	708.00	182.00	0.00	182.00	1,133.00	45.00	1,178.00	
DHS/ASDH	104.00	22.00	126.00	559.00	15.00	574.00	26.00	65.00	91.00	104.00	0.00	104.00	225.92	0.00	225.92	1,018.92	102.00	1,120.92	
DHS/BSHC	130.00	0.00	130.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	45.00	0.00	0.00	0.00	130.00	45.00	175.00	
DHS/CD	0.00	100.00	100.00	260.00	125.00	385.00	104.00	0.00	104.00	0.00	50.00	50.00	0.00	0.00	0.00	364.00	275.00	639.00	
DHS/CH	0.00	10.00	10.00	38.00	52.00	150.00	26.00	28.00	54.00	26.00	39.00	65.00	46.00	89.00	135.00	196.00	216.00	414.00	
DHS/COMDEXT	0.00	0.00	0.00	390.00	25.00	415.00	0.00	0.00	0.00	52.00	0.00	52.00	0.00	0.00	0.00	442.00	25.00	467.00	
DHS/CCRR HLTH	1,515.00	0.00	1,515.00	1,452.00	20.00	1,472.00	776.00	10.00	786.00	559.00	0.00	559.00	747.00	0.00	747.00	5,149.00	30.00	5,179.00	
DHS/CTR	482.00	60.00	542.00	646.00	75.00	721.00	382.00	34.00	416.00	476.10	10.00	486.10	232.00	5.00	237.00	2,220.10	234.00	2,454.10	
DHS/DATA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	25.00	25.00	0.00	30.00	30.00	
DHS/DENTAL	0.00	3.00	3.00	0.00	23.00	23.00	0.00	3.00	3.00	0.00	3.00	3.00	0.00	0.00	0.00	0.00	32.00	32.00	
DHS/ECFIELD	48.00	0.00	48.00	130.00	20.00	150.00	65.00	0.00	65.00	65.00	0.00	65.00	0.00	0.00	0.00	306.00	20.00	326.00	
DHS/ECHC	120.00	10.00	130.00	30.00	160.00	190.00	0.00	10.00	10.00	0.00	10.00	10.00	0.00	10.00	10.00	150.00	200.00	350.00	
DHS/ED	26.00	0.00	26.00	52.00	25.00	77.00	26.00	0.00	26.00	52.00	20.00	72.00	0.00	0.00	0.00	156.00	45.00	201.00	
DHS/EMS	0.00	0.00	0.00	0.00	20.00	20.00	240.00	0.00	240.00	0.00	5.00	5.00	0.00	0.00	0.00	240.00	25.00	265.00	
DHS/ENV HLTH	76.00	0.00	76.00	258.00	25.00	283.00	102.00	10.00	112.00	284.00	0.00	284.00	128.00	0.00	128.00	846.00	35.00	881.00	
DHS/EPID	51.84	10.00	61.84	324.92	0.00	324.92	26.00	0.00	26.00	285.84	0.00	285.84	0.00	0.00	0.00	688.60	10.00	698.60	
DHS/FISCAL	207.92	0.00	207.92	409.92	40.00	449.92	30.00	0.00	30.00	110.00	0.00	110.00	0.00	0.00	0.00	757.84	40.00	797.84	
DHS/HEALTH	0.00	0.00	0.00	60.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	20.00	60.00	20.00	80.00	
DHS/HEALTH	850.00	105.00	955.00	538.00	650.00	1,188.00	154.00	0.00	154.00	154.00	50.00	204.00	250.00	175.00	425.00	1,946.00	980.00	2,926.00	
DHS/HEALTH	240.00	50.00	290.00	48.00	165.00	213.00	0.00	0.00	0.00	91.00	0.00	91.00	0.00	0.00	0.00	379.00	215.00	594.00	
DHS/HIV	0.00	0.00	0.00	195.00	0.00	195.00	0.00	0.00	0.00	260.00	0.00	260.00	377.00	0.00	377.00	832.00	0.00	832.00	
DHS/HIV O/R	26.00	80.00	106.00	260.00	0.00	260.00	0.00	0.00	0.00	26.00	0.00	26.00	0.00	0.00	0.00	312.00	80.00	392.00	
DHS/HLTHPROCUR	0.00	20.00	20.00	92.00	0.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	92.00	20.00	112.00	
DHS/I & R	0.00	9.00	9.00	182.00	30.00	212.00	26.00	0.00	26.00	26.00	0.00	26.00	26.00	5.00	31.00	260.00	44.00	304.00	
DHS/INC	154.00	28.00	182.00	258.00	73.00	331.00	50.00	0.00	50.00	126.00	10.00	136.00	258.00	4.00	262.00	848.00	115.00	963.00	
DHS/IDH	0.00	259.50	259.50	0.00	643.00	643.00	0.00	214.50	214.50	0.00	225.50	225.50	0.00	152.00	152.00	0.00	1,494.50	1,494.50	
DHS/JUV JUSTICE	680.00	494.00	1,174.00	1,112.00	662.00	1,774.00	363.00	24.00	387.00	221.00	108.00	329.00	101.00	16.00	117.00	2,453.00	1,304.00	3,757.00	
DHS/LAF	117.00	0.00	117.00	351.00	55.00	406.00	117.00	55.00	172.00	76.00	0.00	76.00	39.00	30.00	69.00	702.00	140.00	842.00	
DHS/MCHC	0.00	0.00	0.00	161.00	25.00	186.00	249.00	0.00	249.00	0.00	0.00	0.00	48.00	0.00	48.00	458.00	25.00	483.00	
DHS/MISC	0.00	47.24	47.24	0.00	22.24	22.24	0.00	22.24	22.24	260.00	47.24	307.24	0.00	22.24	22.24	260.00	161.20	421.20	
DHS/MULTICARE	0.00	50.00	50.00	162.00	25.00	207.00	0.00	5.00	5.00	0.00	45.00	45.00	0.00	25.00	25.00	182.00	150.00	332.00	
DHS/NEHC	156.00	0.00	156.00	318.00	0.00	318.00	26.00	0.00	26.00	26.00	0.00	26.00	26.00	0.00	26.00	552.00	0.00	552.00	
DHS/NEHC	285.00	81.00	370.00	1,056.00	158.00	1,256.00	57.00	26.00	77.00	412.00	65.00	477.00	44.00	588.00	577.00	1,860.00	697.00	2,757.00	

Worksite /Bldg. No.	United Black Fund			United Way			Nat'l. Vol. Health Ag.			Environ. Fed of Cre.			Intern'l. Service Ag.			GRAND TOTALS		
	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total	P/R	Cash/ Checks	Total
DHS/NEHS	572.00	5.00	577.00	286.00	5.00	291.00	260.00	20.00	280.00	260.00	15.00	275.00	0.00	10.00	10.00	1,378.00	55.00	1,433.00
DHS/NIDA	0.00	0.00	0.00	52.00	5.00	57.00	0.00	0.00	0.00	156.00	0.00	156.00	0.00	0.00	0.00	208.00	5.00	213.00
DHS/NPFO	312.00	25.00	337.00	429.00	0.00	429.00	26.00	25.00	51.00	0.00	0.00	0.00	156.00	0.00	156.00	923.00	50.00	973.00
DHS/NPHC	0.00	0.00	0.00	286.00	25.00	311.00	0.00	0.00	0.00	126.00	0.00	126.00	0.00	20.00	20.00	412.00	45.00	457.00
DHS/PER-PR	0.00	0.00	0.00	76.00	35.00	113.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	10.00	10.00	78.00	50.00	128.00
DHS/PHARMACY	0.00	0.00	0.00	52.00	0.00	52.00	52.00	0.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	0.00	104.00
DHS/PLANNING	126.00	0.00	126.00	126.00	100.00	226.00	0.00	0.00	0.00	76.00	0.00	76.00	102.00	40.00	142.00	430.00	140.00	570.00
DHS/SBHC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	0.00	26.00	0.00	0.00	0.00	26.00	0.00	26.00
DHS/SBHC	0.00	0.00	0.00	52.00	0.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00	0.00	52.00
DHS/SBHC			0.00		100.00	100.00			0.00			0.00			0.00	0.00	100.00	100.00
DHS/SBHS	0.00	0.00	0.00	52.00	0.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	5.00	57.00	0.00	57.00
DHS/SEFIELD	26.00	0.00	26.00	351.00	90.00	441.00	26.00	0.00	26.00	52.00	0.00	52.00	0.00	0.00	0.00	455.00	90.00	545.00
DHS/SEHC	0.00	25.00	25.00	401.00	28.00	429.00	26.00	23.00	49.00	72.00	55.00	127.00	104.00	45.00	149.00	603.00	176.00	779.00
DHS/SSD	2,399.00	90.00	2,489.00	3,703.00	152.00	3,855.00	486.00	51.00	537.00	1,070.00	35.00	1,105.00	723.00	0.00	723.00	9,381.00	328.00	9,709.00
DHS/TB CLINIC	172.00	0.00	172.00	1,274.00	38.00	1,312.00	52.00	25.00	77.00	0.00	25.00	25.00	0.00	0.00	0.00	1,436.00	88.00	1,524.00
DHS/VECTOR	26.00	0.00	26.00	188.50	0.00	188.50	91.00	0.00	91.00	39.00	0.00	39.00	39.00	0.00	39.00	383.50	0.00	383.50
DHS/WSHC	205.00	0.00	205.00	264.00	113.50	377.50	154.00	0.00	154.00	24.00	0.00	24.00	24.00	0.00	24.00	671.00	113.50	784.50
DHS/WSTD	240.00	7.50	247.50	544.00	2.50	546.50	0.00	0.00	0.00	31.00	5.00	36.00	41.00	0.00	41.00	956.00	15.00	971.00
LIBRARY	0.00	0.00	0.00	432.00	250.00	682.00	0.00	5.00	5.00	0.00	10.00	10.00	168.00	0.00	168.00	600.00	265.00	865.00
LIBRARY			0.00		50.00	50.00			0.00		0.00	0.00	0.00	0.00	0.00	50.00	0.00	50.00
LIBRARY	736.30	25.00	761.30	1,944.80	670.00	2,614.80	693.30	60.00	753.30	1,272.60	15.00	1,287.60	407.30	30.00	437.30	5,054.50	600.00	5,654.50
NON/BCC	432.00	50.00	482.00	312.00	325.00	637.00	24.00	50.00	74.00	228.00	100.00	328.00	96.00	250.00	346.00	1,092.00	775.00	1,867.00
NON/CTY COUNSEL	288.00	30.00	318.00	528.00	25.00	553.00	24.00	0.00	24.00	120.00	30.00	150.00	168.00	0.00	168.00	1,128.00	85.00	1,213.00
NON/EMP SVC	558.00	0.00	558.00	1,572.54	150.00	1,722.54	48.00	0.00	48.00	348.00	55.00	403.00	293.52	0.00	293.52	2,820.06	205.00	3,025.06
NON/FINANCE & BUDGET	61.00	100.00	161.00	1,262.00	160.00	1,422.00	265.00	0.00	265.00	583.00	0.00	583.00	57.00	0.00	57.00	2,268.00	260.00	2,528.00
NON/PURCHASING	266.00	0.00	266.00	368.00	0.00	368.00	12.00	0.00	12.00	86.00	0.00	86.00	0.00	20.00	20.00	732.00	20.00	752.00
SHERIFF			0.00	182.00		182.00	52.00		52.00	0.00	0.00	0.00	0.00	0.00	0.00	234.00	0.00	234.00
SHERIFF	312.00		312.00	1,035.00	80.00	1,115.00	204.00		204.00	578.00	10.00	588.00	0.00	0.00	0.00	2,129.00	50.00	2,179.00
SHERIFF/MCIV	338.00	5.00	343.00	260.00	120.00	380.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	558.00	125.00	683.00
SHERIFF/MCRC	152.00		152.00	280.00		280.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	432.00	0.00	432.00
SHERIFF/MCSO			0.00	52.00		52.00	52.00		52.00	0.00	0.00	0.00	0.00	0.00	0.00	104.00	0.00	104.00
SHERIFF/CORR/ADMIN			0.00	1,081.60		1,081.60	159.00		159.00	52.00	0.00	52.00	0.00	0.00	0.00	1,292.60	0.00	1,292.60
	15,740.56	1,888.74	17,629.30	38,571.28	6,969.24	45,540.52	8,809.40	1,330.49	10,139.89	13,971.74	1,541.49	15,513.23	6,889.74	1,691.24	8,580.98	83,982.72	13,421.20	97,403.92
% AGENCY OF TOTAL			18%			47%			10%			16%			9%			100%
% AGCY CASH OF TOTAL CASH		14%			52%			10%		11%			13%					100%
% AGCY PRD OF TOTAL PRD	19%			46%			10%			17%			8%			100%		
% CASH OF AGENCY TOTAL		11%			15%			13%		10%			20%					14%
% PRD OF AGENCY TOTAL	89%			85%			97%			90%			80%			96%		

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Thanking County) RESOLUTION
Employees for their Participation)
in the 1991 Charitable Giving) 91-192
Campaign for Multnomah County)

WHEREAS, during September and October, Multnomah County conducted its 1991 Charitable Giving Campaign; and

WHEREAS, in the 1991 campaign, Multnomah County employees donated \$97,403.92 in payroll deductions, cash and checks to the following organizations:

Black United Fund
United Way of Columbia-Willamette
National Voluntary Health Agencies
Environmental Federation of Oregon
International Service Agencies

WHEREAS, these contributions were comparable to last year's despite the fact that many county employees received a wage freeze and/or lived with uncertainty concerning their employment because of the impact of Measure 5, and

WHEREAS, county employees served on the Campaign Management Council and as site coordinators to enable the campaign to function effectively.

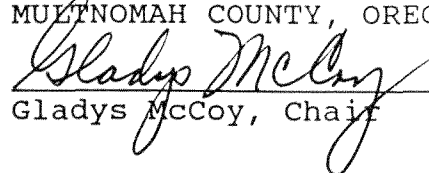
THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners expresses its appreciation to its employees for their generosity in supporting these charitable organizations and for their time and energy in organizing and operating the fall campaign.

ADOPTED THIS 24th DAY OF DECEMBER, 1991.

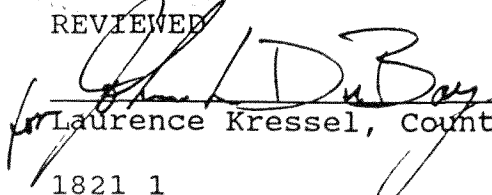
(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Gladys McCoy, Chair

REVIEWED


Laurence Kressel, County Counsel

BUDGET MODIFICATION NO. NOND #23

(For Clerk's Use) Meeting Date DECEMBER 24, 1991
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Human Services

DIVISION Juvenile Justice Division

CONTACT Marie Eighmey

TELEPHONE 234-2706

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Billi Odegaard/Harold Ogburn

SUGGESTED

AGENDA TITLE (to assist in preparing a description for the printed agenda)

NOND #23 restores 3 groupworkers cut from DIIS #40, approved 12/12/91, and transfers \$34,925 from General Fund Contingency.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

NOND #23
EXPENDITURE

TRANSACTION EB GM []	TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FY
-----------------------	------------------	-------------------	-----------

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	010	2510			5100			35,024		Inc Personnel.
		100	010	2510			5500			9,456		Inc Fringe.
		100	010	2510			5550			6,185		Inc Insurance.
											50,665	Total, ORG 2510.
		100	010	2540			6110			(15,740)		Dec Prof Svcs.
											(15,740)	Total, ORG 2540.
											34,925	Total, ORG 2500.
		400	040	7531			6520				6,185	Insurance Fund.
		100	045	9120			7700				(34,925)	Dec G/F Contingency.
TOTAL EXPENDITURE CHANGE										34,925	6,185	Total Expense.

REVENUE

TRANSACTION EB GM []	TRANSACTION DATE	ACCOUNTING PERIOD	BUDGET FY
-----------------------	------------------	-------------------	-----------

[illegible]

NOND #23

5. ANNUALIZED PERSONNEL CHANGES

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
3.0	Juvenile Groupworker	\$70,047	\$18,912	\$12,369	\$101,328
					0
					0
					0
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	70047	18912	12369	101328

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

		C U R R E N T F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
1.5	JUVENILE GROUPWORKERS	\$35,024	\$9,456	\$6,185	\$50,665
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		35024	9456	6185	50665

Meeting Date: DEC 24 1991

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Program Initiated Peace Officer Designees

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____
DEPARTMENT DHS DIVISION SSD
CONTACT Lynn Mayo TELEPHONE 248-3691
PERSON(S) MAKING PRESENTATION Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 3 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

*12/20/91 copies to Gary Smith &
Bill Odegaard*

Routine Request
No Budget Impact
See Attached Memo

CLERK OF
COUNTY COMMISSIONERS
MULTI-JURISDICTIONAL COUNTY
OREGON
591 DEC 10 PM 3:03

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER

Bill Odegaard (cc)

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
MENTAL AND EMOTIONAL DISABILITIES PROGRAM
426 S.W. STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 FAX (503) 248-3379

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

FROM: Gary W. Smith, Director, Social Services Division

VIA: Billi Odegaard, Acting Director, Dept. of Human Services *Billi Odegaard ac*

DATE: November 18, 1991

SUBJECT: Ratification of Community Mental Health Program Director Designees
for Program Initiated Peace Officer Holds

Recommendation: That the Board of County Commissioners ratify the changes in the list of designees for program initiated peace officer holds (mental health holds).

Analysis: Because of staff turnover, new designees should be added to the authorized list.

Background: In 1987 the Board of County Commissioners ratified the participation of Multnomah County in the authority to place program initiated peace officer holds. ORS 426.215 enables a designee of the Community Mental Health Program Director (here, the Director of the Social Services Division) to cause police to transport an allegedly mentally ill person dangerous to self or others to local hospitals for investigation prior to a possible court hearing for commitment to the state mental health division.

The use of the mental health hold is progressing well. The Social Services Division reviews by phone each of these holds. The Psychiatric Emergency Operations Team, which includes staff from the County, hospitals, law enforcement agencies, and mental health agencies, reviews interorganizational coordination.

In the 1990-91 fiscal year, there were 48 of these holds placed. The commitment rates for this type of holds is higher than for other types of holds which may indicate that these holds are judiciously placed. This hold mechanism is being integrated into the upcoming crisis/acute care system modification.

6807Y

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)
of the Mental Health Program Director)
to Direct a Peace Officer) Resolution
to Take an Allegedly Mentally Ill Person) 91-193
into Custody)

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees is:

Leslie Goodlow, N/NE Community Mental Health Center
Michael Sturman, N/NE Community Mental Health Center



REVIEWED BY

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

H.H. Lazenby

Assistant County Counsel

24th of December, 1991

BOARD OF COUNTY COMMISSIONERS

By

Gladys McCoy

Chair, Board of Commissioners

6995Y

BUDGET MODIFICATION NO. DHS 50

(For Clerk's Use) Meeting Date DEC 24 1991
Agenda No. R-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: HUMAN SERVICES

DIVISION: AGING SERVICES

CONTACT: Don Keister/Jan Tucker

TELEPHONE: 248-3646

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Billi Odegaard/Jim McConnell

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

DHS Budget Modification #50 adjusts the Aging Services Division/Contracted Services Budget by adding \$31,015 in Contractor Rent revenues derived from providers renting space at the North Northeast Multi-Cultural Senior Center, and by adjusting the rental line to reflect the lease agreement.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DHS Budget Modification #50 increases the Aging Services Division/Contracted Services (Org 1750) rental line by \$29,612. This reflects an addition of \$31,015 from contractors and a \$1,403 reduction in General Fund rent for the senior center.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Add \$31,015 of Contractor Rents to Org. 1750.
- o Replace \$1,403 General Fund Subsidy in Org 1750 with \$1,403 General Fund Indirect Support.
- o Add \$62 General Fund Indirect Support to Org 1750.
- o Increase Service Reimbursement from F/S to General Fund by \$1,465.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) \$ _____

(Specify Fund) _____ (Date)

After this modification \$ _____

Originated By <u>Jim McConnell</u> Finance/Budget <u>Kathleen Shinn</u> Board Approval <u>Deborah C Rogers</u>	Date <u>12/6/91</u> <u>12/13/91</u> <u>12/24/91</u>	Department Manager <u>Billi Odegaard</u> Employee Relations	Date <u>12/10/91</u>
---	--	---	-------------------------

as9211

File Name: AS9211

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1750			6170			29,612		Rental
		156	010	1750			7100			1,465	31,077	Indirect
												TOTAL, ORG # 1750
		100	045	9120			7700			1,403		Contingency/Indirect
		100	010	0105			7608			62	1,465	Cash Transfer
												SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										32,542		TOTAL EXPENDITURE CHANGE

File Name: AS9211

REVENUE

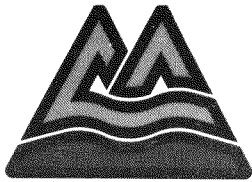
TRANSACTION EB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1750			New			31,015		Contractor Rents
		156	010	1750			7601			(1,403)	31,077	Gen Fund Subsidy
		156	010	1750			7601			1,465		Gen Fund Ind. Support
												TOTAL, ORG # 1750
		100	045	7410			6602			1,465	1,465	Serv.Reimb./Gen.Fund
												TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										32,542		TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (ac)*
Department of Human Services

FROM: Jim McConnell, Director *JM*
Aging Services Division

DATE: December 9, 1991

SUBJECT: DHS Budget Modification #56 : NNE Multi-Cultural Senior Center Contractor Rents

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached DHS Budget Modification #56.

Analysis: DHS Budget Modification #56 increases the Aging Services Division/ Contracted Services (Org 1750) Budget by \$29,612 in rent and \$1,465 in related Indirect. These additional funds come from rental payments made by Urban League and Loaves and Fishes, Inc, for occupancy at the North Northeast Multi-Cultural Senior Center, as identified in the lease agreements.

Contractor rent payments total \$31,015. The Rent line is currently overbudgeted by \$1,403 in County General Funds. This Budget Modification shifts those \$1,403 to pay for Indirect, with an additional \$62 General Fund Indirect Support requested to cover the balance of Indirect charges.

Background: When the NNE Multi-Cultural Center was created in FY 90-91, the parties agreed that the County would sign the lease and pay for the senior center space, while the contractors would pay rent to the County for their subleased space. These lease agreements were put in place after the FY91-92 County Budget process was completed.

as9211z

BUDGET MODIFICATION NO. 0415 57

(For Clerk's Use) Meeting Date DEC 24 1991
Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: HUMAN SERVICES

DIVISION: AGING SERVICES

CONTACT: June Schumann/Jan Tucker

TELEPHONE: 248-3646

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Billi Odegaard/Jim McConnell

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

DHS Budget Modification # 57 adds \$3,300 in client fees to the Aging Services Division Contracted Services budget to increase Pass Through for inhome services for the elderly.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

DHS Budget Modification # 57 adds \$3,300 in client fees to the Pass Through line of the Aging Services Division, Org 1750 Contracted Services budget. These fees will be used to increase inhome services, as mandated by State law.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- o Increase Org. 1750 by \$3,300 Oregon Project Independence client fees and \$23 General Fund Indirect Support.
- o Increase Service Reimbursement from F/S to General Fund by \$23.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of _____) (Date)

(Specify Fund)

After this modification

Originated By <i>Janet McConnell</i>	Date <i>12/6/91</i>	Department Manager <i>Billi Odegaard</i>	Date <i>12/10/91</i>
Finance/Budget <i>Janet McConnell</i>	Date <i>12/13/91</i>	Employee Relations	Date
Board Approval <i>DEBORAH CROCKERS</i>	Date <i>12/21/91</i>		

File Name: AS929

EXPENDITURE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1991-92

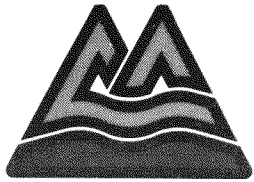
Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1750			6060			3,300		Pass Through
		156	010	1750			7100			23	3,323	Indirect TOTAL, ORG # 1750
		100	010	0105			7608			23	23	Cash Transfer SUBTOTAL, SERV. REIMB
TOTAL EXPENDITURE CHANGE										3,346	TOTAL EXPENDITURE CHANGE	

File Name: AS929

REVENUE

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY 1991-92

Document Number	Action	Fund	Agency	Organi- zation	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1750			4035			3,300		OPI Fees
		156	010	1750			7601			23	3,323	Gen Fund Ind. Support TOTAL, ORG # 1750
		100	045	7410			6602			23	23	Serv.Reimb./Gen.Fund TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										3,346	TOTAL REVENUE CHANGE	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Interim Director *Billi Odegaard (cc)*
Department of Human Services

FROM: Jim McConnell, Director *Jim*
Aging Services Division

DATE: December 9, 1991

SUBJECT: DHS Budget Modification #57 : Oregon Project Independence Client Fees

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached DHS Budget Modification #57.

Analysis: DHS Budget Modification #57 increases the Aging Services Division, Contracted Services budget by adding \$3,300 in client fees collected through the Oregon Project Independence Client-Employed Provider inhome service program. These funds will be used to increase Pass Through to pay for additional inhome services.

Background: Oregon Revised Statute 411, Oregon Project Independence (OPI) program, mandates that fees be collected from recipients of inhome services funded through the OPI program and further, requires that those fees be used to increase inhome services.

Aging Services Division has allocated OPI funds for a client-employed inhome service provider program. This program will be collecting fees, estimated at \$.05 per service dollar, or \$3,300, which is the fee collection rate for contracted inhome service programs.

This Budget Modification adds the revenues from the fees to the Pass Through line for increased services, as mandated by State law. The fees were not included in the Aging Services Division Budget during the annual budget process because State funding cutbacks, which resulted in the loss of the Client-Employed Program, were not restored until after the County Budget process was completed.

as929z

DATE SUBMITTED: _____

(For Clerk's Use):

Meeting Date: DEC 24 1991

Agenda No.: 3-1

REQUEST FOR PLACEMENT ON THE AGENDA
SUBJECT: Medicaid Transfer/HIV Case Management

INFORMAL ONLY: December 24, 1991
(Date)

FORMAL ONLY: _____
(Date)

DEPARTMENT: DHS
CONTACT: Jeanne Gould

DIVISION: Health
TELEPHONE: 248-3674

NAME OF PERSON(S) MAKING PRESENTATION TO BOARD:
Jeanne Gould or Billi Odegard

BRIEF SUMMARY: The Health Division seeks general approval by the Board to pursue discussion leading to an agreement with OMAP to transfer current County General Funds appropriated for targeted case management for HIV positive clients to the State. The State would then use an equal amount of State General Funds as the State share necessary for federal Medicaid financial participation.

This transfer will allow the creation of a service for HIV clients not currently funded under the Medicaid program, and will allow expansion of these services without additional costs to the General Fund.

ACTION REQUESTED: INFORMATION ONLY: ☐ PRELIMINARY APPROVAL: ☐
POLICY DIRECTION: ☒ APPROVAL: ☐

ESTIMATED TIME NEEDED ON AGENDA: 10 minutes

IMPACT: PERSONNEL ☐
FISCAL/BUDGETARY ☒
GENERAL FUND ☐
OTHER:

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COMMISSIONER:

Billi Odegard

BUDGET:

Carolee Linn

PERSONNEL: _____

COUNTY COUNSEL: _____

(Ordinances, Resolutions, Agreements, Contracts)

OTHER (Purchasing, Fac. Man., etc.): _____

BOARD OF
COUNTY COMMISSIONERS
1991 DEC 16 PM 3:09
MULTI-POWELL COUNTY
OREGON

Medicaid Local Funds Proposal

Agency (Name/Address)

Multnomah County Health Division

426 SW Stark, 8th Floor

Portland, OR 97204

Agency Contact: Jeanne Gould

Phone: (503) 248-3674

Funding Proposal:

Purpose of Proposal:

Intended use of the additional reimbursement:

Public Affected:

Agencies Affected:

Source(s) of Funds:

Amount of local funds commitment:

Local approval Process/Status:

Signed: _____ Title: _____
Date: _____

DHR Division/Office Review/Recommendation

Signed: _____ Title: _____
Date: _____

Medicaid Management Council Action

Signed: _____ Title: _____
Date: _____

Case Management Services

A. Target Group

Targeted case management services will be provided to all Medicaid eligible persons with (1) symptomatic HIV disease and (2) one or more risk factors which result in an inability to remain in a home environment without ongoing management of support services. A list of such risk indicators follows:

- Advanced HIV-related dementia-confusion, severe memory loss, aggressive behavior
- Need for assistance to ambulate and/or transfer between bed and chair
- Suicidal ideation with plan for action
- Need for assistance with activities of daily living based on severe fatigue and weakness
- Care providers/family members overwhelmed with care needs of person with HIV disease
- Uncontrolled pain
- Loss of ability to manage medically prescribed care at home (medication, skin care, IVs)
- Significant weight loss associated with frequent diarrhea, nausea, vomiting and/or anorexia
- Inability to maintain adequate nutrition
- Decreased mobility-potential for falls
- Presence of substance abuse in conjunction with advanced HIV disease
- Presence of chronic mental illness in conjunction with advanced HIV disease
- Complex family situations (e.g., both spouses or partners infected)
- Families with children affected by HIV (parent or child infected)
- Homelessness or inadequate housing/heat/sanitation
- Inability to manage household activities due to advanced HIV disease

B. Service Location

Services will be provided in Multnomah County.

C. Comparability of Services

Currently no comparable services exist for this population at the intermediate care (targeted case management) level. Available in-home nursing services are restricted to home health agencies that provide skilled nursing care under doctor's orders or to palliative hospice care for patients with a life expectancy of less than six months. Clients that will be served by targeted case management are not eligible for in-home nursing or hospice because they have no insurance or the care they require does not meet insurance requirements.

Services are not comparable in amount, duration, and scope. Authority of Section 1915(g)(i) of the Act allows the provision of services without regard to the requirements of Section 1902(a)(10)(b) of the Act. The minimum expectations, however, are reflected in (H), Required Case Management Activities.

D. Provider Qualifications

Case management provider organizations must be certified by the single state agency as meeting the following criteria:

1. Demonstrated capacity to provide all core elements of case management services including:
 - a. comprehensive nursing assessment
 - b. comprehensive care/service plan development
 - c. linking/coordination of services
 - d. monitoring and follow-up of services
 - e. reassessment of the client's status and needs
2. Demonstrated case management experience in coordinating and linking such community resources as required by the target population.
3. Demonstrated experience with the target population.
4. A sufficient number of staff to meet the case management service needs of the target population.
5. An administrative capacity to ensure quality of services in accordance with state and federal requirements.
6. A financial management capacity and system that provides documentation of services and costs.
7. Capacity to document and maintain individual case records in accordance with state and federal requirements.
8. Demonstrated ability to meet all state and federal laws governing the participation of providers in the state Medicaid program.
9. Ability to generate automated electronic Medicaid bills.

E. Case Manager Qualifications

The case manager must be a licensed registered nurse with one year of experience in public health or home health and HIV disease or be a registered nurse working under the supervision of the above.

The case manager must work under the guidelines of the qualified organization.

F. Freedom of Choice (Section F of Supplement 1, State Plan Preprint)

The State assures that the provision of case management services will not restrict an individual's free choice of providers in violation of S1902(a)(23) of the Act.

1. Eligible recipients will have free choice of the providers of case management services.
2. Eligible recipients will have free choice of the providers of other medical care under the plan.

- (a) Approved S1915(b) waivers will apply to free choice of the providers of other medical care under the plan.

Payment (Section G of Supplement 1, State Plan Preprint)

Payment for case management services under the plan shall not duplicate payments made to public agencies or private entities under other program authorities for this same purpose.

G. Required Case Management Activities

The goal of case management is:

1. To prevent unnecessary emergency room and physician visits through early assessment and support.
2. To provide coordination in the provision of early intervention services.
3. To assist clients in receiving adequate support and education about issues surrounding HIV disease.
4. To improve quality of care by creating a meaningful and coherent system of services for both the client and the service providers.

Case management services must include:

1. Assessment: the systematic ongoing collection of data to determine current status and identify client's physical, psychosocial, and educational needs. An HIV nursing assessment tool will measure ability of the client to manage care at home including pain control medication management, nutritional needs, personal care needs, home safety assessment, coping with symptoms and disease process, as well as education and service needs that might enhance the client's ability to maintain an independent lifestyle as long as possible. Data sources will include client and support person interviews, information from the referral source, communication with health care team members, and existing available records.
2. Comprehensive care/service plan development: identifying needs, writing goals and objectives, and determining resources to meet those needs in a coordinated integrated fashion. Emphasis is placed on client independence and client participation in planning of his/her own care. Natural support systems include family members, partners, and friends.
3. Intervention/implementation: putting the plan into action and monitoring its status. Where possible intervention is provided in the home where retention of information is improved, the cost of clinic space is saved, and support persons can be included. Case management will not directly provide interventions but will identify, refer to, and arrange for needed support services such as:
 - medication management systems, including safe levels of pain control
 - nutritional support programs (teaching, meals on wheels, arranging for a volunteer)
 - care plans for and coordination of volunteers

- disease specific education of clients and caregivers
 - caregiver respite
 - childcare
 - grief and loss counseling
 - personal care decisions
 - benefits eligibility
 - stress reduction
 - mental health assessments
 - substance abuse treatment
 - spiritual counseling
 - emotional support to clients, partners, and family members
 - facilitating early hospital discharge by assuring that support systems are in place prior to patient discharge
 - coordination of client care
 - coordination of home health agency and hospice nursing services
4. Coordination/linking of services: establishing and maintaining a referral process with pertinent individuals and agencies to avoid duplication of services to clients, to assist clients in accessing resources, and to solicit referrals from the community into the managed care system. Support and coordination is provided to assist the client and service providers to reach the goals of the plan; especially if resources are inadequate or service delivery system is nonresponsive.
5. Evaluation: each visit will include a reassessment of the client's status and needs, review and update of the care plan, appropriate action and referral, and accurate record keeping.

H. Reimbursement

Payment for these services will not duplicate payments made to public agencies or private entities under other program authorities for the same purpose.

Reimbursement will be on a fee for service basis. Reimbursement will be consistent with the requirement of Section 1902(a)(30) of the Act and 42 CFR 447.200, which stipulates payments for services must be consistent with efficiency, economy, and quality of care.

Fees will be established by considering the service providers usual and customary charges for the same and similar services, the Medicaid agency's established fee schedule for similar services, and payment practices of other third party organizations. Reimbursement will be made at the lesser of the providers billed charges or the department's payment schedule.

Payment Methodology for Targeted Case Management
for Persons with HIV Disease

The monthly rate for case management services for Persons with HIV Disease is based on the total average monthly cost per client served by each case manager. The monthly rate includes all direct service and administrative costs associated with case management service delivery. The rate is established on a prospective basis. The first year's rate will be based on annual cost data and estimates of the number of clients to be served each month. Subsequent rates will be revised annually and will be based on the previous year's actual case management figures.

The monthly rate will be billed to OMAP via monthly invoice. A billing will be generated whenever one or more case management activities are performed during a month and documented in the client's chart. The invoice will provide the following information:

Client Medicaid Number
Name of Recipient
Name of Provider Agency
Service Month

A monthly rate per client will be calculated by:

		<u>Totals</u>
Computing the	total case manager salaries and fringe benefits	42,300
Plus	total case manager operating cost including travel, supplies, telephone and occupancy cost	1,617
Plus	direct supervisory cost for case managers	4,285
Plus	average indirect administrative cost of provider organization for case managers	6,442
Yields	total cost of providing case management	54,644
Divided by	total number of FTEs statewide providing case management	1 54,644
Divided by	12	
Yields	monthly cost per FTE/case manager	4,554
Divided by	the average number of clients served per case manager/per month	25
Yields	the monthly per client rate for case management	182

Acquired Immunodeficiency Syndrome (AIDS)
Definitive and Presumptive AIDS Cases
Multnomah County Surveillance Report - 12/02/91

1. Disease Category	Adult/Adolescent		Pediatric		Total	
	Cases (%)	Deaths (%)	Cases (%)	Deaths (%)	Cases (%)	Deaths (%)
PCP	459 (54)	319 (69)	2 (100)	1 (50)	461 (54)	320 (69)
Other Disease w/o PCP	321 (38)	176 (55)	0 (0)	0 (.)	321 (38)	176 (55)
KS Alone	72 (8)	42 (58)	0 (0)	0 (.)	72 (8)	42 (58)
No Diseases Listed	0 (0)	0 (.)	0 (0)	0 (.)	0 (0)	0 (.)
Total	852 (100)	537 (63)	2 (100)	1 (50)	854 (100)	538 (63)

2. Age	Cases (%)	3. Race/Ethnicity	Adult/Adolescent Cases (%)	Pediatric Cases (%)	Total Cases (%)
Under 13	2 (0)	White, Not Hispanic	792 (93)	2 (100)	794 (93)
13-19	1 (0)	Black, Not Hispanic	31 (4)	0 (0)	31 (4)
20-29	162 (19)	Hispanic	22 (3)	0 (0)	22 (3)
30-39	406 (48)	Other	7 (1)	0 (0)	7 (1)
40-49	217 (25)	Unknown	0 (0)	0 (0)	0 (0)
Over 49	66 (8)	Total	852 (100)	2 (100)	854 (100)
Unknown	0 (0)				
Total	854 (100)				

4. Patient Groups	Adult/Adolescent		Total (%)
	Males (%)	Females (%)	
Homosexual or bisexual Men	681 (82)	0 (0)	681 (80)
Intravenous (IV) drug User	29 (3)	4 (22)	33 (4)
Homo/Bi IV drug User	99 (12)	0 (0)	99 (12)
Hemophiliac	6 (1)	0 (0)	6 (1)
Heterosexual contact	7 (1)	9 (50)	16 (2)
Transfusion with blood/products	5 (1)	4 (22)	9 (1)
None of the above/Other	7 (1)	1 (6)	8 (1)
Total	834 (100)	18 (100)	852 (100)

	Pediatric		Total (%)
	Males (%)	Females (%)	
Hemophiliac	2 (100)	0 (.)	2 (100)
Parent at risk/has AIDS/HIV	0 (0)	0 (.)	0 (0)
Transfusion with blood/products	0 (0)	0 (.)	0 (0)
None of the above/Other	0 (0)	0 (.)	0 (0)
Total	2 (100)	0 (100)	2 (100)

Acquired Immunodeficiency Syndrome (AIDS)
Definitive and Presumptive AIDS Cases
Oregon Surveillance Report - 12/02/91

1. Disease Category	Adult/Adolescent		Pediatric		Total	
	Cases (%)	Deaths (%)	Cases (%)	Deaths (%)	Cases (%)	Deaths (%)
PCP	697 (55)	486 (70)	2 (29)	1 (50)	699 (55)	487 (70)
Other Disease w/o PCP	471 (37)	273 (58)	5 (71)	2 (40)	476 (37)	275 (58)
KS Alone	95 (8)	55 (58)	0 (0)	0 (.)	95 (7)	55 (58)
No Diseases Listed	0 (0)	0 (.)	0 (0)	0 (.)	0 (0)	0 (.)
Total	1263 (100)	814 (64)	7 (100)	3 (43)	1270 (100)	817 (64)

2. Age	Cases (%)	3. Race/Ethnicity	Adult/Adolescent Cases (%)	Pediatric Cases (%)	Total Cases (%)
Under 13	7 (1)	White, Not Hispanic	1180 (93)	7 (100)	1187 (93)
13-19	2 (0)	Black, Not Hispanic	34 (3)	0 (0)	34 (3)
20-29	239 (19)	Hispanic	39 (3)	0 (0)	39 (3)
30-39	571 (45)	Other	10 (1)	0 (0)	10 (1)
40-49	322 (25)	Unknown	0 (0)	0 (0)	0 (0)
Over 49	129 (10)				
Unknown	0 (0)	Total	1263 (100)	7 (100)	1270 (100)
Total	1270 (100)				

4. Patient Groups	Adult/Adolescent		Total (%)
	Males (%)	Females (%)	
Homosexual or bisexual Men	957 (78)	0 (0)	957 (76)
Intravenous (IV) drug User	53 (4)	8 (19)	61 (5)
Homo/Bi IV drug User	141 (12)	0 (0)	141 (11)
Hemophiliac	19 (2)	0 (0)	19 (2)
Heterosexual contact	11 (1)	18 (43)	29 (2)
Transfusion with blood/products	17 (1)	11 (26)	28 (2)
None of the above/Other	23 (2)	5 (12)	28 (2)
Total	1221 (100)	42 (100)	1263 (100)

	Pediatric		Total (%)
	Males (%)	Females (%)	
Hemophiliac	3 (60)	0 (0)	3 (43)
Parent at risk/has AIDS/HIV	2 (40)	1 (50)	3 (43)
Transfusion with blood/products	0 (0)	1 (50)	1 (14)
None of the above/Other	0 (0)	0 (0)	0 (0)
Total	5 (100)	2 (100)	7 (100)