

# **ANNOTATED MINUTES**

Thursday, June 28, 2001 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

*Chair Diane Linn convened the meeting at 9:33 a.m., with Vice-Chair Lisa Naito, Commissioners Lonnie Roberts and Maria Rojo de Steffey present, and Commissioner Serena Cruz excused.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER ROBERTS,  
SECONDED BY COMMISSIONER NAITO, THE  
CONSENT CALENDAR (ITEMS C-2 THROUGH C-8)  
WAS UNANIMOUSLY APPROVED.**

### **DISTRICT ATTORNEY'S OFFICE**

~~C-1 Amendment 1 to Services Contract Agreement 4600001527 with Metamor Industry Solutions, Inc., Changing the Contract Number, Extending the Contract to December 30, 2001 and Increasing Contract Payment to \$503,560.16~~

**(CANCELLED OFF AGENDA 6/25/01)**

### **DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

C-2 Amendment to Intergovernmental Agreement 9910881 with the City of Portland for Federal Emergency Management Agency National Project Impact Grant Funding to Build Disaster Resistant Communities in East Multnomah County and the Johnson Creek Watershed Area; Extending the Grant Period to March 30, 2002

### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

C-3 Intergovernmental Revenue Agreement 0110886 with the State of Oregon, Office of Medical Assistance Programs, to Allow for Medicaid Administrative Claiming for the County's "Federal Financial Participation" Option

- C-4 Intergovernmental Revenue Agreement 0110887 with the City of Portland, Bureau of Parks and Recreation, Providing Funding to Support the Schools Uniting Neighborhoods (SUN Schools) Initiative
- C-5 Amendment 1 to Intergovernmental Revenue Agreement 0010718 with the Department of Housing and Urban Development, Transferring Responsibility of Certain Supportive Housing Projects from Multnomah County to the City of Portland

#### **DEPARTMENT OF HEALTH**

- C-6 Budget Modification HD 4 Approving an Increase of \$250,000 in the Field Services Budget in Neighborhood Health, Funded with State Grant Dollars for the Nurse Family Partnership Program
- C-7 Budget Modification HD 8 Approving an Increase of \$74,000 in the Safenet Budget in Support Services for the Food Stamp Outreach Program, Funded with State Grant Dollars from Adult and Family Services

#### **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-8 Intergovernmental Revenue Agreement 0210009 with the State of Oregon Housing and Community Services Department OMNIPLAN, for the Delegation of Funds (\$6,534,217) to Provide Weatherization, Energy Assistance, Homeless, Emergency Food, Emergency Housing and Housing Stabilization Services for the Period July 1, 2001 through June 30, 2003

#### **REGULAR AGENDA** **PUBLIC COMMENT**

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

***NO ONE WISHED TO COMMENT.***

#### **DEPARTMENT OF HEALTH**

- R-1 NOTICE OF INTENT to Respond to a Food and Drug Administration Request for Proposals for Innovative Food Safety Projects

***COMMISSIONER NAITO MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-1. LILA WICKHAM AND JODI DAVICH***

***EXPLANATION AND RESPONSE TO BOARD  
QUESTIONS AND COMMENTS IN SUPPORT.  
NOTICE OF INTENT UNANIMOUSLY APPROVED.***

**DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT**

R-2 RESOLUTION Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393

***COMMISSIONER NAITO MOVED AND  
COMMISSIONER ROJO SECONDED, APPROVAL  
OF R-2. KAREN SCHILLING AND STEVE  
PEARSON EXPLANATION OF ITEMS R-2 AND R-3  
AND RESPONSE TO BOARD QUESTIONS AND  
COMMENTS REGARDING FEDERAL AND STATE  
LEGISLATION. RESOLUTION 01-089  
UNANIMOUSLY ADOPTED.***

R-3 RESOLUTION Authorizing Election to Receive O&C Lands Related Safety-Net Payments Under P.L. 106-393

***UPON MOTION OF COMMISSIONER ROJO,  
SECONDED BY COMMISSIONER NAITO,  
RESOLUTION 01-090 WAS UNANIMOUSLY  
ADOPTED.***

*The regular meeting was adjourned and the briefings convened at 9:50 a.m.*

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Thursday, June 28, 2001 - 9:45 AM  
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

**BOARD BRIEFINGS**

B-1 Developmental Disabilities Division: Clarify and Coordinate Protective System June 2001 Audit Report. Presented by Suzanne Flynn, LaVonne Griffin-Valade, Matt Nice, Lorenzo Poe and Howard Klink.

***SUZANNE FLYNN, LOLENZO POE AND HOWARD  
KLINK PRESENTATION AND RESPONSE TO***

**BOARD QUESTIONS, COMMENTS AND DISCUSSION. CHAIR DIRECTED DIVISION STAFF TO PROVIDE PROGRESS REPORT IN SIX MONTHS.**

- B-2 Project Update on Priorities 2002: Metropolitan Transportation Improvement Program and Request for Policy Direction. Presented by Lonnie Roberts and Karen Schilling.

**KAREN SCHILLING AND BOB PAINE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND REQUEST FOR POLICY DIRECTION FROM BOARD RANKING THE PROJECTS SUBMITTED BY MULTNOMAH COUNTY FOR MTIP FUNDING CONSIDERATION AS FOLLOWS: THE MORRISON BRIDGE BICYCLE/PEDESTRIAN FACILITY; 223RD AVENUE RAILROAD OVERCROSSING; GRESHAM/MULTNOMAH COUNTY INTELLIGENT TRAFFIC SYSTEM; 257TH AVENUE PEDESTRIAN IMPROVEMENTS; DIVISION STREET BOULEVARD; STARK STREET BOULEVARD; AND GRESHAM-FAIRVIEW TRAIL. FOLLOWING DISCUSSION, BOARD CONSENSUS TO CONTINUE SUPPORT FOR ALL SEVEN PROJECTS, WITH MORRISON BRIDGE BICYCLE/PEDESTRIAN FACILITY RANKED AS COUNTY'S NUMBER ONE PRIORITY. MR. PAINE INTRODUCED GRESHAM HIGH SCHOOL SENIOR JAMES MURPHY, WHO WILL BE INTERNING FOR COMMISSIONER ROBERTS THIS SUMMER. MS. SCHILLING TO DRAFT LETTER FOR BOARD SIGNATURE AND SUBMISSION TO METRO ON WEDNESDAY, JULY 11, 2001.**

*There being no further business, the meeting was adjourned at 10:46 a.m.*

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*



Multnomah County Oregon

## Board of Commissioners & Agenda

connecting citizens with information and services

### BOARD OF COMMISSIONERS

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501 SE Hawthorne Boulevard, Suite 600  
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Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

#### Maria Rojo de Steffey,

##### Commission Dist. 1

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Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: [district1.@co.multnomah.or.us](mailto:district1.@co.multnomah.or.us)

#### Serena Cruz, Commission Dist. 2

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Email: [serena@co.multnomah.or.us](mailto:serena@co.multnomah.or.us)

#### Lisa Naito, Commission Dist. 3

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Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

#### Lonnie Roberts, Commission Dist. 4

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Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

#### ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

Email: [deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)

INDIVIDUALS WITH DISABILITIES PLEASE  
CALL THE BOARD CLERK AT (503) 988-3277,  
OR MULTNOMAH COUNTY TDD PHONE  
(503) 988-5040, FOR INFORMATION ON  
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**JUNE 28, 2001**

### BOARD MEETING

#### FAST LOOK AGENDA ITEMS OF INTEREST

Pg. 3	9:30 a.m. Thursday Opportunity for Public Comment on Non-Agenda Matters
Pg. 3	9:35 a.m. Thursday Health Department Notice of Intent
Pg. 3	9:40 a.m. Thursday National Forest and O&C Lands Safety Net Payment Resolutions
Pg. 4	9:45 a.m. Thursday Auditors Report on Developmental Disabilities Division Audit
Pg. 4	10:15 a.m. Thursday Briefing & Policy Direction on Metropolitan Transportation Improvement Program
*	<b>Board and Agenda Web Site:</b> <a href="http://www.co.multnomah.or.us/cc/index.html">http://www.co.multnomah.or.us/cc/index.html</a>

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**(CANCELLED OFF AGENDA 6/25/01)**

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### **DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 9:35 AM**

- R-2 RESOLUTION Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393
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- B-2 Project Update on Priorities 2002: Metropolitan Transportation Improvement Program and Request for Policy Direction. Presented by Lonnie Roberts and Karen Schilling. 1 HOUR REQUESTED.





Multnomah County Oregon

## **Board of Commissioners & Agenda**

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# **SUPPLEMENTAL AGENDA**

Thursday, June 28, 2001 - **9:30 AM**

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## **REGULAR MEETING**

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**CANCELLED**

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COMMISSIONER SERENA CRUZ, DISTRICT 2

**MULTNOMAH COUNTY OREGON**

501 SE Hawthorne Blvd, Suite 600  
Portland, Oregon 97214  
(503) 988-5219 phone  
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e-mail: [serena@co.multnomah.or.us](mailto:serena@co.multnomah.or.us)  
[www.co.multnomah.or.us/cc/ds2/](http://www.co.multnomah.or.us/cc/ds2/)

## **MEMORANDUM**

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

FROM: Beckie Lee  
Staff to Commissioner Serena Cruz

DATE: 6/7/01

RE: Board Meeting Absence

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Commissioner Cruz will not be able to attend the Board meeting on Thursday, June 28<sup>th</sup>. She will be out of town at the National Association of Latino Elected Officials (NALEO) Conference from June 27<sup>th</sup> – July 1<sup>st</sup>.

01 JUN - 7 PM 12:51  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONERS



MEETING DATE: <sup>28</sup> June 21, 2001  
AGENDA NO: C-1  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Amendment to Services Contract between the District Attorney's Office and Metamor Industry Solutions, Inc. to increase funding to \$503,560.16 and extend through December 30, 2001.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: 6/11/01  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: District Attorney's Office

CONTACT: Scott Marcy TELEPHONE #: (503) 988-3863  
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_ (consent calendar item)

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Amendment to Services Contract between the District Attorney's Office and Metamor Industry Solutions, Inc. to increase funding to \$503,560.16 and extend through December 30, 2001.

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael D Schrunk  
(OR)

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 10 AM 7:39  
MULTNOMAH COUNTY  
CLERK

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 4600001527 (previous 0010816)

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

Amendment #: 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>CLASS II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input checked="" type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>CLASS III</b> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # _____ DATE _____ DEB BOGSTAD, BOARD CLERK
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Department: District Attorney's Office Division: Family Justice Date: 6/11/2001  
 Originator: Scott Marcy Phone: 503-988-3863 Bldg/Rm: 101/600  
 Contact: Yvonne Chan Phone: 503-988-3174 Bldg/Rm: 101/600  
 Description of Contract: District Attorney Juvenile Information System Project  
 RENEWAL: ☒ PREVIOUS CONTRACT #(S): 0010816  
 RFP/BID: P209-99-5084 RFP/BID DATE: 12/16/98  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☒ NONE (Check all boxes that apply)

Contractor <u>Metamor Industry Solutions, Inc.</u> Address <u>2150 River Plaza Drive, Suite 400</u> <u>Sacramento, CA 95833-4135</u>		Remittance address <u>Attn: Metamor Government Services</u> (If different) <u>PO Box 601087, Charlotte, NC 28260-1087</u>	
Phone <u>800-408-3567&amp;916-679-1390CindySartori</u> Employer ID# or SS# <u>76-0588547</u> Effective Date <u>7/1/1999</u> Termination Date <u>12/30/2001</u> Original Contract Amount \$ <u>485,876.00</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ <u>17,684.16</u> Total Amount of Agreement \$ <u>503,560.16</u>		Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>See contract</u> <input type="checkbox"/> Other <input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>503,560.16</u> Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

## REQUIRED SIGNATURES:

Department Manager [Signature] DATE 06-11-01  
 Purchasing Manager \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel Sandra Duffy DATE 6-14-01  
 County Chair \_\_\_\_\_ DATE \_\_\_\_\_  
 Sheriff \_\_\_\_\_ DATE \_\_\_\_\_  
 Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_  
 (Class I, Class II Contracts only)

VENDOR CODE #42182						DEPT REFERENCE				
LINE #	BA#	CC#	WBS#	IO#	Cost Element				AMOUNT	INC DEC
01	2500		PS001.07		60170				\$478,560.16	
02	1000	153100			60170				\$25,000.00	
03										

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



**MULTNOMAH COUNTY SERVICES CONTRACT AMENDMENT**  
(Amendment to Change Contract Provisions During Contract Term)

**CONTRACT NO. 0010816**

This is an amendment to Multnomah County Contract No. 0010816 effective 7/1/1999 between Multnomah County, hereinafter referred to as County, and Metamor Industry Solutions, Inc. hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to this Contract:

The contract number is changed to 4600001527.

The contract is extended to 12/30/2001.

The payment for the contract is increased to \$503,560.16.

2. All other terms and conditions of the contract shall remain the same.

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**CONTRACTOR DATA AND SIGNATURE**

Contractor Address: 2150 River Plaza Drive, Suite 400, Sacramento, CA 95833-4135

Federal Tax ID# or Social Security: 76-0588547

Is Contractor a Nonresident alien? ☐ Yes ☒ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership  
☒ Corporation-for profit ☐ Corporation-Non-profit  
☐ Other [describe here: \_\_\_\_\_]

Federal tax ID numbers or Social Security numbers are required pursuant to ORS 305.385 and will be used for the administration of state, federal and local laws. Payment information will be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

**I have read this Contract Amendment including the attached Exhibit. I understand the Contract Amendment and agree to be bound by its terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

---

**MULTNOMAH COUNTY SIGNATURE**

(This contract is not binding on the County until signed by the Chair or the Chair's designee)

\_\_\_\_\_  
**Diane M. Linn, Chair**

\_\_\_\_\_  
Date

---

**Department and County Counsel Approval and Review**

Approved: Michael A. Schernd 06-11-01  
Department Manager or Designee Date

Reviewed: Sandra Duffy 6-14-01  
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # \_\_\_\_\_ DATE \_\_\_\_\_  
DEB BOGSTAD, BOARD CLERK

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**Multnomah County Acquisition Contract**

Contract Number: 0010816

This Contract is between MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE (County) and Metamor Industry Solutions, Inc. (Contractor).

The parties agree as follows:

**Statement of Work:** Contractor shall perform the work described below.

**Payment for Work:** County agrees to pay Contractor in accordance with Section 6.

**Contract Documents:** This Contract includes this Contract, the Request for Proposal ("RFP") dated November 6, 1998 (and as amended through December 7, 1998), Contractor's Response to the RFP ("Contractor's Proposal"), and Attachments A, B, C, D.

**Section 1 EQUIPMENT AND THIRD PARTY SOFTWARE**

**Article 1.1 Purchase.**

1.1.1. The County agrees to purchase, and Contractor, agrees to sell and maintain the equipment and other hardware products (collectively referred to as "Equipment") and Third Party Software listed in the Contractor's Proposal. "Third Party Software" shall mean all the software and related documentation which are developed and owned by third parties, and supplied by the Contractor pursuant to this Agreement (e.g., system software and database management software).

**Article 1.2 Representations and Warranties.**

1.2.1. Contractor represents and warrants that the equipment, when installed, will be new and will be in good working order. Contractor will convey clear title to all Equipment delivered under this Agreement and, further, shall convey to the County all transferable warranties, if any, supplied by the manufacturer of the Equipment delivered under this Agreement, including all rights for breach of warranty. A copy of all warranties shall be provided to the County.

**Section 2 SOFTWARE AND DOCUMENTATION LICENSES**

**Article 2.1 Grant**

2.1.1. The Contractor hereby grants to the County a perpetual, non-exclusive license to use for its own internal use all Software and Documentation supplied to the County under this Contract. For purposes of this Contract Software means the proprietary software as set forth in Section 3, all updates, modifications, or Enhancements thereto, or any other customized programs (e.g., Interface Software or Conversion Software) written by or under the direction of the Contractor to facilitate or implement the configuration and integration of the System, and all integrated third party supplied software. Documentation means any and all written or electronic operator's and user's manuals, technical support manuals, training materials, guides, explanations, Commentary, and other instructional or advisory materials relating to the technical features, performance, or configuration of the System. System means the Equipment, Software, and Documentation for the District Attorney Juvenile Information System (DAJIS) specified in the County's RFP and the Contractor's Proposal, or any portion of such a system. The Contractor is required to deliver to the County one copy of the complete source code contained on machine-readable media as well as one copy of the complete source code, Documentation and Commentary including all relevant

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explanations of the source code as are consistent with customary industry standards. Alternatively, the Contractor may, at its expense, deliver copies of the source code and Commentary to an escrow agent under the escrow agreement attached as (Attachment B), subject to approval by the County of the escrow agent. Contractor shall promptly deliver updated copies of the source code and Commentary to the County or escrow agent, as applicable, for all Enhancements or other changes made to the System by Contractor.

**Article 2.2 Restrictions**

- 2.2.1. County shall not remove or alter any trademark, copyright, or other proprietary notice contained on or in the Software products. The inclusion of a copyright notice on any Software product or Documentation shall not cause, or be construed to cause, it to be a published work.
- 2.2.2. County shall not modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the Software products. County shall not modify, translate, adapt, or create derivative works based on the Documentation provided by Contractor in connection with the Software products without the prior written permission of Contractor.
- 2.2.3. County shall not copy Software products except as required to load, run, display, and use internally, and for archival storage to ensure against loss of the Software products. Any and all copyright or other proprietary notices on the Software products must be included on any and all copies.

**Article 2.3 Title**

- 2.3.1. County understands and agrees that title to and ownership of the Software products, including all copies of the Software products, is not conveyed or transferred to County by the agreement. Except for the limited rights granted herein, all rights in the Software products, including trade secrets, patents, and other intellectual property rights are retained and do not pass to County. County acknowledges that Contractor may hold a license to, rather than ownership of, some or all of the Software products and documentation provided under the agreement.

**Section 3 SOFTWARE AND MODIFICATIONS**

**Article 3.1 Purchase.**

- 3.1.1. The County agrees to purchase, and Contractor agrees to sell, CRIMES (version 2.19.99) (Application Software) modified to the specifications contained within the System Design Report (SDR).

**Article 3.2 Application Software**

- 3.2.1. Contractor will implement a new District Attorney Juvenile Information System for the County in compliance with the County's Request for Proposals (RFP) No. P209-99-5084, the Contractor's proposal, and the System Design Report (SDR). The Application Software implemented by Contractor will be CRIMES, Criminal Records Information Management & Exchange System, which is proprietary to the Contractor.

**Article 3.3 Software Modifications**

- 3.3.1. Contractor will modify the Application Software in accordance with the System Design Report.

**Article 3.4 System Design Report**

- 3.4.1. The System Design Report (SDR) is a list of specifications describing required modifications by County to the Application Software jointly developed by the parties



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and which will become a part of this agreement

**Article 3.5 System Software**

3.5.1. System Software includes operating system(s), network software, utilities, other software needed to make the Application Software run.

**Section 4 TRAINING**

**Article 4.1 Classes**

4.1.1. The Contractor agrees to provide training to the County in accordance with specifications listed in the RFP and the Contractor's Proposal.

**Article 4.2 Schedule**

4.2.1. Training will be held on the time schedule detailed in the Work Plan.

**Section 5 MAINTENANCE AND SUPPORT**

**Article 5.1 Definitions**

5.1.1. Maintenance means the process of maintaining the original functionality of the Software through error correction and issuance of updates.

5.1.2. Support means services provided by the Contractor to maintain the functionality of the Software including (but not limited to) site visits, phone consultation, dialing into the application, and providing fixes via email.

**Article 5.2 Initial Maintenance and Support.**

5.2.1. For a period of one (1) year following expiration of the Warranty Period, the Contractor will provide Maintenance and Support Services as described above; however, for every day or portion of the day on which the County experiences a Critical Failure, as described below, the initial one-year period shall be extended one (1) week. The Contractor's obligation under this Section shall not affect any other liability which it may have to the County.

**Article 5.3 Basic Maintenance and Support Services.**

5.3.1. Maintenance and Support under this Section will be provided as follows:

**5.3.2. Components Covered**

5.3.2.1. The components of the System which are covered by this Section are as follows: Equipment, Application Software and System software.

**5.3.3. Service Requests.**

5.3.3.1. The Contractor will make available to the County a telephone number which the County can use to request Maintenance and Support Services. Service shall be provided as follows:

**5.3.3.2. Critical Failures.**

5.3.3.2.1. Contractor will provide a response by a qualified and knowledgeable representative as soon as reasonably possible, but in no event later than four (4) hours after notification by the County of a Critical Failure. Contractor will furnish continuous efforts to remedy the Critical Failure and report daily to the County on such efforts. For purposes of this Contract a Critical Failure will have occurred if, in the County's opinion, the County does not have effective use of the System or a portion of the System;

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- 5.3.3.2.2. the County has experienced significant on-going Downtime such that the System or a portion of the System has not been available for fifteen (15) minutes each any given day, due to a defect, bug or other problem with the System or a portion of the System;
- 5.3.3.2.3. there is a cumulative effect of more than one Non-Critical Failure; or
- 5.3.3.2.4. other defects, bugs or problems with the System or a portion of the System.
- 5.3.3.3. **Non-Critical Failures.** Contractor will provide a response by a qualified and knowledgeable representative as soon as reasonably possible, but in no event later than twenty-four (24) hours for after notification by the County of a Non-Critical Failure. Contractor will furnish diligent efforts to remedy the situation that resulted in the service request. For purposes of this Contract a Non-Critical Failure will have occurred if the System or a portion of the System fails to meet the Specifications due to malfunction, defect or performance not in conformance with this Contract, the RFP, the Contractor's proposal, or the System Design Report (SDR), but in such a way that the County still has effective use of the System or the portion of the System.
- 5.3.3.4. For purposes of this Contract Downtime means that the System is not operational, either partially or completely. Downtime begins when Contractor is contacted by County and ends when the County is satisfied that the System is operational. Operational means functional and useable for use by the County; available for use. Specifications mean the manufacturers' and Contractors' published and periodically updated technical and operational requirements, and Documentation for the Equipment, Software and other Deliverables. In addition, Specifications include the business/event model requirements and system and vendor requirements as found in the RFP, the Contractor's response to the RFP and the SDR.

**Article 5.4 On-site Services**

- 5.4.1. If Contractor cannot effect a solution to a Critical Failure by remote assistance, it will dispatch a technician to the site within 24 hours, after notifying County of its inability to effect a solution by remote assistance, to make repairs.

**Article 5.5 Notice and Correction of Defects.**

- 5.5.1. The Contractor shall promptly notify the County of any defects or malfunctions in the Software or Documentation of which it learns from any source. The Contractor shall correct any such defects or malfunctions, and provide the County with corrected copies of the Software and Documentation without additional charge, within thirty (30) Business Days of becoming aware of the defect, if the Contractor became aware of the defect or malfunction during a period in which the Contractor was obligated to provide Maintenance and Support under this Section.

**Article 5.6 Enhancements.**

- 5.6.1. The Contractor shall provide to the County, without additional charge, copies of any Software Enhancements to the System, and Documentation revised to reflect any such Enhancements, made by the Contractor during the period of Maintenance and Support, including Enhancements made by other software developers that have been adopted by the Contractor for its use during that period. "Enhancements" include all modifications to the System software which increase the speed, efficiency or ease of operation of the System, or add additional capabilities to or otherwise improve the

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functions of the System. Enhancements may include, but are not limited to, version upgrades and successor software such as an Internet-enabled software version.

**Article 5.7 Options for Additional Maintenance and Support Periods.**

- 5.7.1. After expiration of the one-year period of initial Maintenance and Support described in above, or any extension of that period, the County has the option to obtain ongoing System Maintenance and Support Services described above. Each option for ongoing System Maintenance and Support shall be for a period of one (1) year; however, for every calendar day on which the County experiences a Critical Failure, as described in above, the Contractor shall provide Maintenance and Support Services for an additional one (1) week without additional charge. For the first option period the County will pay the Contractor a fee of **\$53,636**. The fee for each option will be separately negotiated, but in no event will exceed by more than five (5) percent the fee charged for the preceding period of Maintenance and Support. Any amounts paid for service under this article are in addition to the amount set out in Article 6.1.1. Should Licensee terminate this Agreement, renewal/reinstatement of the Agreement at a later date may be purchased at the then current maintenance agreement fee, plus a reinstatement fee equal to four months if reinstated in year one, eight months if reinstated in year two, twelve months if reinstated in year three.

**Section 6 FINANCIAL MATTERS**

**Article 6.1 Charges and Payment Schedule**

- 6.1.1. **Fixed, All-inclusive Fee.** Except as provided in Article 6.6 and Section 5, and in full consideration of the Contractor's performance under this Contract the County shall pay the Contractor a fixed fee in the amount of \$485,876.00. This fee is all-inclusive, and covers all services, equipment and supplies as provided in the RFP, the Contractor's response to the RFP and the SDR.
- 6.1.2. **Payment Schedule.** Payment of the fee set out in Article 6.1.1 shall be made as upon completion of the testing provided for in Section 10 as follows:
- 6.1.2.1. Successful completion of the System Design Report (SDR): 10 percent of the fixed price.
  - 6.1.2.2. Successful completion of equipment reliability, unit, millennium and function testing: 20 percent of the fixed price.
  - 6.1.2.3. Successful completion of integration testing: 20 percent of the fixed price.
  - 6.1.2.4. Successful completion of stress/performance testing: 20 percent of the fixed price.
  - 6.1.2.5. Successful completion of live testing: 30 percent of the fixed price.

**Article 6.2 No Increase in Charges**

- 6.2.1. Except as otherwise provided for in this Agreement, there shall be no increase in charges beyond that amount agreed to by both parties.

**Article 6.3 Most Favored Customer**

- 6.3.1. The Contractor represents that all of the prices, warranties, benefits and other terms being provided in this Contract are equivalent to or better than the terms being offered by the Contractor to its current customers. If the Contractor enters into an agreement with another party on more favorable terms before the expiration of the initial period of Maintenance and Support described in Section 5, then this Contract shall be amended to provide such terms to the County. The Contractor shall promptly provide the County with any refund or credits thereby created.

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**Article 6.4 Transportation and Insurance Charges**

6.4.1. Transportation and insurance charges incurred by Contractor in shipping and delivering Products to the County shall be the responsibility of the Contractor.

**Article 6.5 Payment of Taxes**

6.5.1. As a condition of performance of this contract, the Contractor shall pay all federal, State, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the County under this contract.

**Article 6.6 Additional Compensation and Credits**

6.6.1. **Insignificant Changes.** The parties recognize that in a project of the scope envisioned in the County's RFP, some changes and modifications will be required to the Equipment or Software requirements specified in the RFP, the Contractor's proposal, or the System Design Report (SDR) especially in terms of the objects, attributes, data elements, and services set out in County's business model, screen layouts, report formats, and other matters directly affecting the usability of the System and the extent to which it meets the needs of the County. Such changes which would not cause a significant increase in the time and effort otherwise required by the Contractor, are to be made without additional consideration paid to the Contractor. However all deviations from the approved SDR shall be documented in writing and approved by the County.

6.6.2. **Significant Changes or Claims for Compensation.** If there are specific major changes requested by the County that would cause a significant increase in the time and effort required by the Contractor, or if the Contractor becomes aware of additional necessary work or materials that may form the basis of a claim for compensation that exceeds the amount of this Contract, before performing the additional work or supplying the additional materials, the Contractor shall submit in writing to the County time and cost estimates for such additional work or materials, and any anticipated delays in system implementation, within ten (10) Business Days of receipt of a request by the County for the major change or of becoming aware of the basis for a claim. The Contractor shall certify that, to the best of the Contractor's knowledge and belief, the data submitted are accurate, complete, and current and represent the actual cost to the Contractor of performing the additional work or supplying the additional materials. The Contractor will not claim compensation for responding to the County's request for a change or for estimating the cost of the change. For the purposes of this Contract Business Day is a day of the week on which the District Attorney is open for ordinary business.

6.6.3. **Credits.** If the County makes changes to the scope of work as detailed in the RFP and responded to by the Contractor in its proposal which create savings or avoid certain costs assumed by the Contractor, these savings are to accrue to the County and may be used to reduce the total compensation as detailed above ...

**6.6.4. Changes or Cancellations**

6.6.4.1. County may change Specifications for Hardware or Software prior to its shipment.

6.6.4.2. Any restocking charge assessed must be part of a published fee structure

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of the Contractor or the manufacturer or reseller from whom Contractor has purchased the item.

**Article 6.7 Contractor Expenses**

6.7.1. The price set forth above is inclusive of expenses. Except as expressly agreed otherwise in writing by the County, Contractor shall bear all of its own expenses arising from its performance of its obligations under this Contract. Expenses may include, but are not limited to, Equipment purchases; software licensing fees; professional and non-professional services including but not limited to: training for the County's system administrator and other specified employees; maintaining and supporting the System through the end of the initial period of maintenance and support described in Section 5, and any manufacturer's warranty period, if applicable; and all direct and indirect expenses of Contractor including, but not limited to, subcontractors, other third party vendors, travel, shipping, copying, phone charges, fax charges, computer time, postage, taxes, and insurance.

**Article 6.8 Invoices.**

6.8.1. Invoices for Completion of Project Milestones.

6.8.1.1. Contractor agrees to invoice the County for each of the amounts referenced in Article 6.1.2 at such time as the specified Milestone tasks have been completed. In addition, with each invoice the Contractor will provide the County with a description of its activities, and equipment purchased since the previous invoice. All invoices shall be sent directly to the County's Project Director.

6.8.2. Invoices for Maintenance and Support.

6.8.2.1. County will pay for the Maintenance and Support Services at the beginning of each service period. Contractor shall invoice county for such services not more than sixty (60) days prior to the expiration of each service period. All invoices shall be sent directly to the County's Project Director.

**Article 6.9 Covenant Against Contingent Fees.**

6.9.1. The Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the County may terminate this Contract without liability or in its discretion deduct from the Contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

**Article 6.10 Right to Audit.**

6.10.1. The parties agree that the County may audit the books and records of the Contractor or their subcontractors related to the performance of this Contract. Books and records shall be maintained by the Contractor for a period of three years after the date of final payment under this Contract and by subcontractors for a period of three years after the date of final payment under the subcontract. Any such audit may be conducted at the Contractor's offices or a place mutually agreed to by the Contractor and the County's Project Director.

**Article 6.11 Payment Terms.**

6.11.1. The County shall pay each of Contractor's invoices within thirty (30) days of the County's receipt.

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**Section 7 TERM**

**Article 7.1 Term of Contract.**

7.1.1. This Contract takes effect on the date it is signed by the authorized representatives of the parties, and terminates when the Contractor completes the services provided for in this Contract, including requirements contained in warranties, guarantees, or Maintenance and Support agreements. Time is of the essence in this Contract. Delays in implementation and/or rejection are subject to the payment of damages to be calculated under the terms of Section 11.

**Section 8 PROJECT MANAGEMENT**

**Article 8.1 Reports and Meetings.**

8.1.1. The Contractor's Project Manager will submit written monthly progress reports to the County's Project Director as requested by the County's Project Director and will participate in weekly status meetings with the County's Project Director and others the County's Project Director shall designate.

**Article 8.2 Contract Administrator/Project Director**

8.2.1. The County shall identify a County Project Director who shall act as the contract administrator for this project. The County Project Director shall have overall responsibility on behalf of the County for the administration of the County's responsibilities under this Contract, and to coordinate performance with the Contractor.

**Article 8.3 Scope of Authority of Individuals**

8.3.1. Although the County reserves the right to determine (and modify) the Work Plan for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of the Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. For the purposes of this Contract, Work Plan means the plan provided for in Article 8.4.1.

**Article 8.4 Preliminary Analysis Phase and Work Plan**

8.4.1. After both parties have signed this Contract, representatives of Contractor and the County, to include each party's project manager, shall arrange a mutually convenient date and time to meet to discuss project planning. The parties shall endeavor to hold this meeting within one week after both parties have signed this Contract. Contractor shall bring to the initial project planning meeting a typewritten list of the materials that the County is to provide. Provided that the materials specified are in accordance with this Contract, the County will provide these materials within two weeks of the project planning meeting. The parties shall hold a second meeting when Contractor has completed an analysis of the County's needs and has drafted the Work Plan for the Project. Once both parties agree to the Work Plan it will become part of this agreement. At that meeting, Contractor shall specify in writing other materials that the County is to provide.

**Article 8.5 Contract Project Staff**

8.5.1. All employees assigned to perform under this Contract shall be full-time employees of Contractor except for those employees assigned to perform minor administrative tasks or those whom Contractor shall employ as subcontractors. In the event that Contractor uses subcontractors, Contractor specifically assumes all responsibilities for such contractors or subcontractors as if they were employees of Contractor, and Contractor shall indemnify and hold harmless the County for the acts of such

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contractors or subcontractors. County may further reject any person assigned to work on this Contract if the County determines unilaterally that that person's services are unsatisfactory. Upon written notification from the County regarding an unsatisfactory employee, Contractor shall remove such employee immediately and replace the removed employee with an employee acceptable to the County as soon as possible. Under no circumstances shall Contractor employees be considered employees of or agents of the County.

8.5.2. Contractor shall submit written notification to County of any change in staffing which directly impacts services delivered under the terms of this Contract within 30 days of such a change. This notification will include relevant details of the change [e.g., which position, name of new staff, status (interim or permanent)], plans for replacement if a vacancy is created, or the plan for restructuring the service delivery if there are no plans to fill the vacancy.

8.5.3. Contractor represents that each of its employees and subcontractors assigned to perform any work under this Contract has the proper skill, training and background so as to be able to perform in a competent and workmanlike manner in accordance with customary industry standards and that all work will be so performed.

8.5.4. Contractor's Project Manager and Key Personnel.

8.5.4.1. The Executive Project Director for the Contractor will be **Jerry Kincaid**, who will be the primary contact person for all matters concerning this contract. Additional Key Personnel who will provide services under this Contract are Roger Sherman, Project Manager; and Stephen Stoltz, Equipment and Network Manager. The Contractor agrees to provide continuity of project personnel, to the extent possible, by continuing the involvement of the persons identified in this article until Acceptance by the County under Article 10.2. All persons assigned to provide services under this Contract shall work under the direction and management of the Contractor's Executive Project Director.

**Article 8.6 Sites**

8.6.1. The Contractor represents that Contractor has fully examined and read the Contract Documents; visited the sites of the proposed Work, examined the sites and the surrounding areas; and is fully informed itself of all conditions on, in, at and around the sites, and the surrounding areas, including but not limited to the availability of labor, electric power, water, and the kind of surface materials on the site, the kind of materials and equipment needed, and all other matters which may in any way affect the work or the cost, including utilities not identified in the Contract Documents. Sites included in this Contract are the Juvenile Justice Complex, 1401 NE 68<sup>th</sup> Avenue, Portland, Oregon; Multnomah County Courthouse, 1021 SW Fourth Avenue, Room 600, Portland, Oregon; Child Abuse Multi Disciplinary Team, 2115 SE Morrison Street, Portland, Oregon.

**Article 8.7 County Property**

8.7.1. County property will be made available to Contractor within the security parameters defined by building security at each site.

**Article 8.8 Reference Check on Staff and Subcontractors**

8.8.1. The County retains the right to perform reference checks on any and all persons working on this Contract. The County will endeavor to make any undertaken reference checks as non-intrusive for the staff member or subcontractor as possible. If an undertaken reference check indicates that a Contractor staff member or subcontractor poses a risk to the timely and successful completion to this Project in the County's sole judgment, the County, in its sole discretion may demand that

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Contractor remove the staff member or subcontractor from working on the Project.

- 8.8.2. All persons performing work under this Contract shall be subjected to a criminal background check. The County may reject any person assigned to work on this Contract should the County determine unilaterally that any such person's criminal background check is unacceptable to County.

**Article 8.9 Change Orders.**

- 8.9.1. For purposes of this Contract a Change Order is a written document describing modifications, deletions or additions to the SDR or work plan. If the County requests a change in any requirement for the System, the County shall notify the Contractor in writing. The Contractor shall notify the County, in writing, within ten (10) Business Days of its receipt of the written request for the change, whether and when the change will be made. The Contractor will not claim additional compensation for responding to the County's request for a change or for estimating the cost of the change. Additional compensation for changes is subject to Article 6.6.

**Article 8.10 Dispute Resolution Process**

- 8.10.1. Before resorting to the procedure required by this article, the parties will meet and confer, within one week via telephone or in person, regarding disputes arising under this Contract. If meeting and conferring do not resolve the dispute, the party seeking action will notify the other party of its position in writing. If the Contractor is seeking action by the County, the District Attorney shall respond. If the County is seeking action by the Contractor, the response shall be made by **Neal X. Jones**, who has supervisory authority over the Contractor's Executive Director. Responses shall be made within twenty (20) Business Days of receipt of the other party's written notification. If the matter is not resolved under this procedure, the procedures outlined in Article 8.10.2 will be followed.
- 8.10.2. If the Dispute cannot be settled by good faith negotiations between the parties, Contractor and the County will submit the dispute to non-binding mediation. If complete agreement cannot be reached within thirty (30) days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with sections 8.10.3 and 8.10.4, except that Contractor reserves the right to obtain an injunction in court to prevent the County's use of the Products in violation of this Contract. Nothing in the section is intended to limit the County's ability to use the Product in accordance with this Contract pending the resolution of any dispute.
- 8.10.3. A single arbitrator who is knowledgeable in the software development field will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have the authority to modify or expand any of the provisions of this Contract.
- 8.10.4. Any mediation or arbitration commenced pursuant to this Contract will be conducted under the then-current rules of the Alternative Dispute Resolution (ADR) firm selected by the parties, provided that, notwithstanding any such rules, each party shall have the full right of discovery as though the matter were being tried under the Federal Rules of Civil Procedure. If the parties are unable to agree on an arbitrator, the parties will conduct the mediation and, if necessary, the arbitration under the then-current rules and supervision of the American Arbitration Association (AAA). Contractor and the County will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. Contractor and the County will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.
- 8.10.5. Any dispute the County has against the Contractor with respect to this Contract must be brought in accordance with this section within three years after the cause of



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action arises.

**Article 8.11 Personnel Turnover**

- 8.11.1. If, in the County's sole opinion, Contractor's turnover rate of key personnel reaches a rate that threatens the completion of this Contract in a timely and successful manner, the County may require Contractor to develop proposals for reducing that turnover rate.

**Article 8.12 Contractor Relations with Subcontractors/Third Party Vendors**

- 8.12.1. The Contractor may use subcontractors. Contractor is responsible for the work of all subcontractors. All subcontractors assigned to provide services under this Contract shall work under the direction and management of the Contractor's Project Manager. Contractor shall not subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.

**Article 8.13 Maintenance, Storage, Inspection, Reports and Records**

- 8.13.1. The County may inspect, in the manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 8.13.2. The Contractor shall make progress and other reports in the manner and at the times the County reasonably requires.
- 8.13.3. Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for at least three years following final payment. County's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract, to the extent and in such detail as will reasonably substantiate invoices, for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. County shall reimburse Contractor for Contractor's reasonable cost of preparing copies.

**Article 8.14 County May Contract With Others**

- 8.14.1. In addition to the right to terminate this Contract under Section 16, the County has the right to enter into separate contracts with third parties to perform all or a part of this project, when it is in the best interests of the County.

**Section 9 DELIVERY AND INSTALLATION**

**Article 9.1 Changes Required by the County and Certification of Readiness.**

- 9.1.1. Within the time frame specified in the Work Plan, the Contractor will provide the County with a written assessment of needed requirements or changes to the physical location for Equipment, and to the County's Network which for purposes of this Contract is made up of the District Attorney's local area network (LAN) and Multnomah County's wide area network (WAN). As specified in the Contractor's written assessment, the County shall prepare the physical location for any necessary Equipment installations and shall make changes within the County's LAN and WAN. Upon completion of the County's work, the Contractor shall certify that requirements and changes have been completed and the County's premises and Network environment are ready for Equipment installation and system implementation. The County specifically reserves the right to renegotiate this Contract, in whole or in part, or to terminate this Contract, in light of the requirements or changes specified by the Contractor.

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**Article 9.2 Delivery**

9.2.1. The F.O.B. delivery point shall be 1021 SW Fourth Avenue, Room 600, Portland, Oregon, 97204.

**Article 9.3 Risk of Loss**

9.3.1. The risk of loss shall pass to the County on the Delivery Date of the Products at the F.O.B. delivery point identified in Article 9.2.

**Article 9.4 Installation**

9.4.1. For Contractor-installed products, Contractor shall perform a site survey to identify the County's specific installation requirements. If this site survey cannot be performed prior to the execution of this Contract, it will be scheduled and conducted as soon as the County's facilities are available. For County-installed products, the County shall be responsible for the installation of the products in accordance with the instructions provided by Contractor.

**Article 9.5 Access**

9.5.1. The project work shall be coordinated so as to minimize impact to the County's use of the facility.

9.5.2. The site will be available during normal working hours. Requests to conduct work during any other period must be coordinated with and approved by the County's Project Director. Restrictions on the hours of work may occur from time to time to accommodate the County's needs, etc. Access shall be designated by the County's Project Director.

9.5.3. Contractor shall plan movement of materials and Equipment to minimize conflicts with office staff and their clients. Contractor will remove any refuse generated by work performed.

**Article 9.6 Protection from Damage**

9.6.1. During the time that Contractor is developing the County's Product, Contractor agrees to take all reasonable measures to ensure that County's product is protected from damage. For Software, this may include backing-up the work that Contractor is undertaking for the County pursuant to this Contract no less often than once every two (2) days, and to store such back-up and other materials in a safe and secure environment, fit for the back-up media, and not located at the same location where Contractor is undertaking the work set forth in this Contract.

**Article 9.7 Additions Following Delivery**

9.7.1. In the event the County desires other Equipment or Software in addition to the Equipment or Software set forth in this Contract, the County may purchase such Equipment or Software from Contractor or a third party vendor. At the option of the County, such additional Equipment and/or Software may be installed by the County or any other qualified third party selected by the County. Should Contractor reasonably determine installation and operation of the additional Equipment or Software will cause the Equipment and Software installed in accordance with this Contract to fail to perform in accordance with the standards set forth in this Contract, Contractor shall be relieved of liability for any Critical or Non-Critical Failure of the Equipment or Software installed in accordance with this Contract, which directly results from the incorporation of the additional Equipment or Software.

**Article 9.8 Installation to be in accordance with law**

Contractor shall install all Equipment and software in conformance with all applicable federal, state and local laws and regulations

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Section 10 TESTS AND ACCEPTANCE

Article 10.1 Tests for Equipment and Software

10.1.1. Acceptance Tests.

10.1.1.1. The parties will jointly prepare a testing plan under which the Contractor will cooperate with and assist the County in conducting the following tests of the System:

10.1.1.2. Equipment diagnostic testing on the Equipment installed on the County's premises, to ensure that all Equipment components meet the manufacturer's specifications.

10.1.1.3. Equipment reliability testing, or "burn-in", on the Equipment installed on the County's premises, to ensure that all installed Equipment components support the County's requirements for availability and meet the performance requirements defined in the RFP. The Equipment reliability test will be conducted so that it operates for a minimum of 20 consecutive days, without failure, in accordance with the County's availability requirements.

10.1.1.4. Unit testing of each piece of Software, including the Application Software, Conversion Software and Interface Software, to identify and isolate potential problems with each part of the System to be installed. Unit testing will be conducted with the Software installed on the specific Equipment on which it is to ultimately run, after such Equipment has already successfully completed diagnostic and reliability testing above. For purposes of this Contract Interface Software means software developed by Contractor to allow the transfer of data between the System and other systems. Conversion Software is the custom written software to convert the County's existing electronic data into the Software.

10.1.1.5. Function testing of each piece of Software, including the Application Software module, to ensure that all functions operate, and that tables are loaded and parameters are set in accordance with the County's requirements. Function testing will be conducted with the software installed on the specific Equipment on which it is to ultimately run, after such Equipment has already successfully completed diagnostic and reliability testing described above.

10.1.1.6. Integration testing of each piece of Software, including the Application Software, to ensure that the Software, and each piece of it, works together properly as an entire system. Integration testing will be conducted with the software installed on the specific Equipment on which it is to ultimately run, after such Equipment has already successfully completed diagnostic and reliability testing described above.

10.1.1.7. Stress and performance testing to ensure that the entire System and each part of it, meets the County's performance requirements when loaded to five-year capacity levels. Stress and performance testing will be conducted after successful completion of integration testing described above, and with the software installed on the specific Equipment on which it is to ultimately run, after such Equipment has already successfully completed diagnostic and reliability testing described above.

10.1.1.8. Live testing for 90 days after all other testing has been completed and the System has "gone live," as described in Article 10.1.4. During live testing, the County may repeat any of the testing methods described above, to ensure continued compliance with functional and performance requirements as found in the SDR and the RFP.

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10.1.1.9. Year 2000 testing to ensure that the entire System and each part of it explicitly and correctly specifies the century in any date data. All parts of the System, Equipment and Software, individually and in combination, shall correctly process, sequence, and calculate all date and date-related data for all dates prior to, and through and after January 1, 2000.

10.1.1.10. Modifications made to the System based on the SDR and those delivered after Acceptance shall be subject to the testing methods described above. Additionally, modifications made after Acceptance shall be tested prior to installation on Production System.

10.1.1.11. Training and testing shall be done on systems separate from the Production System.

**10.1.2. Correcting Testing Failures and Re-testing.**

10.1.2.1. If the System as a whole, or one of its components or functions, fails to satisfactorily complete a test described in 10.1.1 above, the Contractor shall promptly use its best efforts to identify and correct the source of the failure. If the Contractor does not correct the failure within two Business Days, the Contractor will assume all costs associated with the failure until it is corrected. The County may then repeat any test, in whole or in part, and for any minimum length of time specified in Article 10.1.1, to verify corrections.

**10.1.3. Rejection Due to Testing Failure.**

10.1.3.1. The County may, at its option, reject the System, in whole or in part if, in the County's opinion, testing failures are extensive or ongoing, or if the Contractor is unable or unwilling to adequately address testing failures in a timely manner. If the County rejects the system, then the Contractor shall refund to the County all payments made by the County, or if only a portion of the System is rejected, all payments attributable to such rejected portion.

**10.1.4. Preparation for Live Testing.**

10.1.4.1. Upon successful completion of the Acceptance Tests described above, the Contractor shall remove test and training data, data conversion from the County's existing system shall be completed, and tables shall be re-initialized, where appropriate, in preparation for the System to "go live." The System has "gone live" when the preparatory steps described in this article have been completed and when it is fully available to the County for actual use in daily operations.

**Article 10.2 System Acceptance.**

10.2.1. Upon successful completion of live testing described in Article 10.1 above, the County shall notify the Contractor in writing of its Acceptance of the System. The System is accepted when there are no Critical or Non-Critical Failures of the System during the live testing. The date of the County's letter of notification that the system is accepted shall constitute the date of Acceptance of the System. If the County fails to notify Contractor of any Critical or Non-critical Failures or deficiencies in the System during the 90 day live testing period, then upon expiration of that period the County's Acceptance of the System shall be presumed. The Contractor will provide the County a five (5) day period at the end of the 90 day live testing period to summarize and notify Contractor of any and all failures.

**Article 10.3 Warranty Period**

10.3.1. Any failures or problems not identified during Acceptance Tests and not fixed at the time of Acceptance shall be fixed during the Warranty Period. There will be no extra

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charges for this work. For purposes of this contract the Warranty Period is the period of one (1) year following Acceptance.

**Section 11 ADDITIONAL REPRESENTATIONS, WARRANTIES AND REMEDIES**

**Article 11.1 Services**

- 11.1.1. Contractor warrants that all Maintenance and Support Services provided by Contractor will be performed in a timely and competent and workmanlike manner in accordance with customary industry standards.

**Article 11.2 Business Requirements**

- 11.2.1. Contractor represents that the System shall satisfy the business requirements specified in the RFP and the Contractor's proposal as amended by the SDR.

**Article 11.3 System**

- 11.3.1. Following the County's Acceptance of the System, as described in Article 10.2.1, the Contractor warrants that the System and all future Enhancements to the System shall
  - 11.3.1.1. Be free from software "viruses" and "bombs",
  - 11.3.1.2. Be free from defects in material and workmanship under normal use,
  - 11.3.1.3. Function properly and in conformity with all applicable Equipment and software warranties,
  - 11.3.1.4. Function properly and in conformity with the description and Specifications in any Documentation,
  - 11.3.1.5. Function properly and in conformity with the performance standards as set out in the County's RFP and SDR; and,
  - 11.3.1.6. Function properly on the computer Equipment and Software environment as installed.

**Article 11.4 Millennium Compliance**

- 11.4.1. The Contractor warrants that each function of the System, and the overall functioning of the System as a whole shall be able to accurately process date data (including, but not limited to calculating, comparing, and sequencing) from, into, during, and between the twentieth and twenty-first centuries, including leap-year calculations. Except as may otherwise be set forth in any manufacturer warranty, the duration and remedies available to the County for breach of this warranty shall include repair or replacement, without any cost to the County, of any Equipment or Software product or item whose non-compliance is discovered and made known to the Contractor within two (2) years after Acceptance.
- 11.4.2. If Contractor learns or has reason to believe that County's equipment or software environment fails to use a date format that explicitly and correctly specifies the century in any date data, Contractor shall promptly advise the County of such failure. Contractor shall not be required to investigate or mitigate any Year 2000 problem. The sole obligation of Contractor under this Section shall be to notify County of any such problem if it is encountered in the course of Contractor's work under this Contract.

**Article 11.5 Manufacturers' Warranties.**

- 11.5.1. The County acknowledges that certain components of the final System are provided by third party vendors and that Contractor makes no warranties either express or implied with respect to such third party supplied Equipment and Software.

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Contractor shall give the County the benefit of such warranties unless the third party refuses to give Contractor such warranties. .

**Article 11.6 Power and Authority.**

- 11.6.1. Contractor warrants that it has the right to enter into this Contract, to grant to the County all the rights and/or licenses set forth herein, and to perform all other obligations of this Contract.

**Article 11.7 Compliance with Standards.**

- 11.7.1. Contractor warrants that all products and services delivered or otherwise furnished to the County comply with current industry standards and the performance standards as listed in the RFP and SDR.

**Article 11.8 Network Transmissions.**

- 11.8.1. Contractor warrants that all Equipment and Software performs in such a fashion as to not cause conflicts with or damage to the County's Network

**Article 11.9 Engineering Changes.**

- 11.9.1. Contractor warrants that any engineering changes made to Software or Equipment will conform to the terms and requirements of this Contract.

**Article 11.10 Compliance with Laws**

- 11.10.1. Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279.312, 279.314, 279.316, 279.320 and 279.334.

**Article 11.11 System Requirements**

- 11.11.1. System Requirements as specified in the RFP will be adhered to during the term of this contract.

**Article 11.12 Inquiry Assistance**

- 11.12.1. The Contractor warrants that they will respond to any service call or inquiry within one (1) hour during Contractor's Normal Working Hours. Contractor's Normal Working Hours are defined as Monday through Friday, 8:30 a.m. to 5:30 p.m. ,Pacific time except Contractor's Holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day).
- 11.12.2. Contractor will receive calls from County- designated individuals, or their alternates when the primary person is not available. The County shall designate these points of contact to Contractor and may change them from time to time as necessary. These designees should be knowledgeable about the System and the County's internal systems and operations, such that they can make a reasonable determination that a problem is caused by the Software or Equipment prior to placing a call. Inquiry Assistance shall not be used as a general technical problem solving resource in lieu of the County's system administrator or Help Desk.
- 11.12.3. Upon the receipt of a call Contractor will respond to the call by calling the person back who initiated the call, they will isolate the problem and resolve the problem either by fixing it, referring the caller to a specialist to fix it or develop a work around.
- 11.12.4. In responding to a request for assistance, Contractor warrants that it will utilize best efforts to attempt to instruct the County in the proper use of the County's System, to analyze, diagnose and correct system software problems, and to keep the System and its Documentation maintained, updated and functioning

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**Article 11.13 Reports**

- 11.13.1. At the beginning of every month the Contractor will provide to the County an issue tracking report. The report will include a list of all the Critical and Non-Critical Failures, service calls, or inquiries which were received by the Contractor from the County. The report will also contain the date and time that Failures came in, what was reportedly wrong, who fixed it, what was done to fix it, and any costs which were incurred outside of the Warranty. It shall include any site visit reports as well.
- 11.13.2.

**Article 11.14 Enhancements**

- 11.14.1. If the Contractor makes any Enhancements to the current version of the Software, the County will have the option of having the enhanced version of the Software installed during the Warranty Period for no extra cost.
- 11.14.2. The installation includes the code and any Documentation associated with it.
- 11.14.3. Any Enhancements to fix Failures or bugs will be provided to the County at no extra cost.
- 11.14.4. Contractor warrants that all changes, Enhancements, updates, modifications, and error corrections made to the Software will run on and with the County's equipment, provided that the County has installed all previously provided changes, Enhancements, updates, modifications, and error corrections in the manner instructed by Contractor. The County's sole remedy under this warranty is limited to the correction by Contractor of any program or Documentation errors at no additional charge to the County.

**Article 11.15 Routine Maintenance**

- 11.15.1. The Contractor shall purchase and pass through to the County an extended warranty to cover the Equipment provided under this Agreement during the Warranty Period.

**Article 11.16 Bug Reports**

- 11.16.1. Contractor will provide to the County a list of "bugs" or System problems on a monthly basis during the term of this Contract (Section 7). This list or report will include anything known to Contractor that is wrong with the Application Software.

**Article 11.17 Compatibility**

- 11.17.1. Contractor warrants that the Software developed hereunder will be capable of being integrated with the County's existing hardware and software environment.

**Article 11.18 Timeliness**

- 11.18.1. **Time of the Essence.** The parties agree that time is of the essence in the performance of this Contract for several reasons: (i) the limited capacity of the County's present System, (ii) the need of the County for an automated case management system, (iii) the continuing need for further efficiencies within offices, (iv) the growing frustration among employees at the limitations of the County's present System, (v) the limited duration and possible expiration of the funding source for acquisition of the new System, and (vi) for other reasons relating to the County's operations.

**Article 11.19 Limitation of Warranties.**

- 11.19.1. Contractor's Warranty shall not extend to those factors that are not within the reasonable control of the Contractor, which include (a) material changes to the burdens and applications on the applicable systems after the County's Acceptance of

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the work; (b) Equipment and third party software, including embedded chips in Equipment; (c) express and specific directions to Contractor's consultants by County; (d) modifications made after the Acceptance of the work to applications, programs, or systems by the County or any third party; or (e) the use of an application, program, or system in combination with any other application, program, or system that is not Year 2000 compliant.

- 11.19.2. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES ON ITS SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Section 12 OWNERSHIP**

**Article 12.1 Ownership.**

- 12.1.1. Contractor is the owner of the System software or otherwise has or will obtain the right to grant to the County a license for the System software, (including all related designs, drawings, specifications, notes, and artwork developed in the performance of this Agreement,) and the right to use all software supplied by third parties, and to the best of its knowledge Contractor has not violated the rights of any third party in its use of third party software or the System software.

**Section 13 ADDITIONAL RIGHTS AND REMEDIES**

**Article 13.1 Damages.**

- 13.1.1. In light of the need for a timely implementation of the System under this Contract, and to avoid disputes over the measure of damages if implementation is not timely, the parties agree that damages, in the event of rejection or delay, will be calculated as follows:
- 13.1.2. Damages for rejection. Any Failure by Contractor to provide a System in accordance with the SDR will result in damages. Such Failures include, but are not limited to, failure to modify the application to be in compliance with the SDR, County requirements and applicable Oregon statutes, or modifications not in accordance with the SDR that have not been approved in writing by the County. In the event that the County rejects the System the Contractor will refund to the County all payments made by the County, or if only a portion of the System is rejected, all payments attributable to such rejected portion. Liquidated damages for delay.
- 13.1.2.1. Any delay in the System "going live", will result in liquidated damages in the payment by the Contractor of the following amounts to the County:
- 13.1.2.1.1. Any delay of the "go live" date: five hundred dollars (\$500.00) per day until the System "goes live".
- 13.1.2.1.2.
- 13.1.2.1.3. Any delay in the Acceptance of the System, as described in Article 10.2: five hundred dollars (\$500.00) per day until Acceptance.
- 13.1.2.1.4. Any delay in the following areas will also result in liquidated damages in the payment by the Contractor of five hundred dollars (\$500) per day to the County:
- 13.1.2.1.4.1. SDR: including completion and delivery;



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- 13.1.2.1.4.2. Site Certification;
  - 13.1.2.1.4.3. Equipment including delivery of an Equipment plan, delivery of Equipment and testing of the Equipment;
  - 13.1.2.1.4.4. Software (as modified to the specifications in the SDR) installation and testing; and,
  - 13.1.2.1.4.5. Training, including delivery of a training plan and the training of County trainers by the Contractor.
- 13.1.2.1.5. The scheduled dates of "going live" Acceptance, and other areas noted above against which the calculation of delay and liquidated damages will be measured, will be those dates set out in the Work Plan (Attachment D).

**Article 13.2 Withholding Payments**

- 13.2.1. County shall have the right to withhold, as a retainage or reserve, up to ten percent (10%) of each payment due Contractor, to protect County against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If Contractor has violated the liquidated damages provision of this Contract, County shall have the right to withhold from payments due Contractor such sums as are required to satisfy County's claims under that provision. The cumulative amount of such reserve or retainage shall become due and payable upon Acceptance of the System.

**Article 13.3 Downtime Credits**

- 13.3.1. During the Warranty Period in any four week time frame, if the County experiences five or more consecutive or non-consecutive days of Critical Failure(s), the Contractor will credit to the County one twelfth (1/12) of the annual support costs as defined in Section 5. This credit can be applied to future Maintenance and Support Agreement, if any.
- 13.3.2. If the Contractor is terminated, the Contractor will pay the County for any outstanding credits.

**Article 13.4 Intellectual Property Indemnification.**

- 13.4.1. Contractor will defend or settle, at its own expense, any claim or suit against the County alleging that any products furnished under this Contract infringe any United States patent or copyright. Contractor will also pay all damages and costs that by final judgment may be assessed against the County due to such infringement. Contractor's obligation is expressly conditioned on the following:
- 13.4.1.1. the County shall promptly notify Contractor in writing of such claim or suit;
  - 13.4.1.2. Contractor shall have sole control of the defense or settlement of such claim or suit;
  - 13.4.1.3. the County shall cooperate with Contractor in a reasonable way to facilitate the settlement or defense of such claim or suit; and,
  - 13.4.1.4. the claim or suit does not rise from the County's modifications, or from the use of combinations of products provided by Contractor with products provided by the County or others.
- 13.4.2. If any of the Contractor's products become, or in Contractor's opinion are likely to become, the subject of an infringement suit, Contractor will, at its option:
- 13.4.2.1. procure for the County the right to continue using the applicable products;

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13.4.2.2. replace or modify the products to provide the County with a non-infringing product that is functionally equivalent in all material aspects; or

13.4.2.3. refund the purchase price or license fees less a reasonable allowance for use.

**Article 13.5 Proprietary Trade Secrets**

County understands and agrees that Contractor and/or other third parties have proprietary trade secrets and confidential information in the Software and therefore warrants that it shall keep the Software in confidence and shall take all necessary actions and precautions with employees, agents and others to ensure that they are aware of, and will conform to, County's duties and obligations under this agreement concerning using, copying and maintaining the trade secret and confidential nature of the Software. Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 the County shall defend, hold harmless and indemnify Contractor, its directors, officers, agents, contractors and employees, against any and all claims, demands or causes of action, and all related costs, losses, liabilities, expenses and judgments incurred, including reasonable attorneys' fees and court costs, arising out of or related to the County's breach of this warranty. Contractor shall defend, hold harmless and indemnify County, its, agents, contractors and employees, against any and all claims, demands or causes of action, and all related costs, losses, liabilities, expenses and judgments incurred, including reasonable attorneys' fees and court costs, arising out of or related to the Contractor's breach of this warranty.

**Article 13.6 Confidentiality Requirements Do Not Terminate.**

13.6.1. The terms of Articles 13.7 through 13.8 below shall survive the expiration or termination of this Contract.

**Article 13.7 Other Rights and Remedies Not Limited.**

13.7.1. Nothing in this Contract shall be construed to limit any rights or remedies the County may otherwise have under the Uniform Commercial Code, state or Federal law.

**Article 13.8 Indemnity and Hold Harmless**

13.8.1. Contractor shall defend, hold harmless and indemnify County, its, agents, contractors and employees, against any and all claims, demands or causes of action, and all related costs, losses, liabilities, expenses and judgments incurred, including reasonable attorneys' fees and court costs arising out of the negligence or willful misconduct of Contractor or its officers, employees, subcontractors, or agents under this Contract.

13.8.2. Contractor agrees to indemnify County, as limited by this paragraph, with respect to any suit, claim or proceeding brought against County alleging that County's use of the Software infringes a valid International patent or copyright. This indemnification shall not apply when or if the Software Products have been modified by the County or any third party, or from use other than as provided by Contractor or from the use of combinations of products provided by the Contractor with products provided by the County or others. Contractor will defend County against such claims and pay litigation costs, reasonable attorneys' fees and damages awarded by a court of competent jurisdiction; if, and only if, County promptly gives written notice to Contractor of any such suit, claim or proceeding and cooperates with Contractor in the defense or settlement of such action; and provided that Contractor shall have control thereof.

13.8.3. In the event that a permanent injunction is obtained in a court of competent

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jurisdiction against County's continued use of the Software and/or hardware product(s) in a suit, claim or proceeding which Contractor is defending pursuant to this paragraph, Contractor shall, at its option: (1) procure for County the right to continue using the portion of the Software and/or hardware product(s) enjoined from use; "at no cost to County". (2) replace or modify the Software and/or hardware product(s) so that County's use is not subject to any such injunction; or, (3) refund to County the fee(s) paid for the Software and/or hardware product(s) upon return of the product(s) to Contractor.

13.8.4. Contractor shall have no further liability or obligations arising from patents or copyrights under this agreement.

13.8.5. Because Contractor has no knowledge of, or control over, the applications or uses of the Software, and is unable to assess any risks of personal injury or property damage arising from the applications or uses made by County, County assumes all risks, and agrees to indemnify and hold harmless Contractor with respect to any suit, claim or proceeding brought against Contractor alleging that use by, or under authority of, County, of the Software caused personal injury or property damage.

#### Section 14 INSURANCE

**Article 14.1** Contractor shall keep in force during the contract period, liability insurance coverage in the minimum amounts indicated below:

14.1.1. General Liability: \$1,000,000 combined single limit.

14.1.2. Automobile Liability: \$500,000 combined single limit

14.1.3. Umbrella Excess Liability: \$1,000,000 per occurrence over and above the limits described above.

**Article 14.2** A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, shall be attached to this Contract and is incorporated herein as part of this Contract. (Attachment C).

**Article 14.3** While this Contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to County; and that such insurance will 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 therefore immediately upon demand.

**Article 14.4** In lieu of filing the certificate of insurance requested 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.

**Article 14.5** In the event that ORS 30.270 is amended to increase the amount of liability, Contractor agrees to increase its minimum insurance amount accordingly.

**Article 14.6** 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.

**Article 14.7** Any Equipment purchased or received by Contractor under this Contract must be insured by Contractor against fire, theft and destruction at replacement cost until such time as Contractor conveys clear title to County. Any subcontractors used during the course of this Contract will be required to comply with the provisions of this Section 14.

**Article 14.8** Failure to maintain current insurance, bonding and the proper endorsements may be cause for immediate termination of this Contract.

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**Section 15 CONFIDENTIAL INFORMATION**

**Article 15.1 Parties Will Keep Information Confidential.**

15.1.1. The parties acknowledge that in the course of performing the responsibilities under this Contract, they each may be exposed to or acquire information which is proprietary to or confidential to the other. Contractor specifically understands and agrees that it will comply with the confidentiality requirements imposed under law and regulation as they apply to the names of individuals and other information contained within the County's existing criminal case tracking System. These confidentiality requirements include the right of privacy generally accorded under the Constitutions of the United States and the State of Oregon. Any and all confidential or proprietary information in any form obtained by the other party or its employees, agents or representatives shall be deemed to be confidential and proprietary information. The parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purposes whatsoever, without the express written permission of the other party, other than for the provision of services under this Contract. The parties agree to advise each of their employees, agents and representatives of their obligations to keep such information confidential. The parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any confidential or proprietary information.

**Article 15.2 Return**

15.2.1. Any documents or other material containing Confidential Information transmitted in the course of this Contract shall be returned to the transmitting party upon the completion or termination of this Contract.

**Article 15.3 Injunctive Relief**

15.3.1. The County acknowledges that the unauthorized use, transfer, or disclosure of Contractor's trade secrets or other Confidential Information may:

- 15.3.1.1. substantially diminish the value to Contractor of the trade secrets and other proprietary interests that are the subject of this Contract;
- 15.3.1.2. render Contractor's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and
- 15.3.1.3. cause irreparable injury in a short period of time.

15.3.2. If the County breaches any of its obligations with respect to the use or confidentiality of the products subject to this Contract, the Contractor shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

**Article 15.4 Exceptions**

15.4.1. Notwithstanding the obligations set forth in Articles 13.4 and 13.5, the confidentiality obligations of the County and Contractor shall not extend to information that: (i) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than receiving party; (ii) was known to the receiving party as of the time of its disclosure; (iii) is independently developed by the receiving party; (iv) is subsequently learned from a third party not under a confidentiality obligation; or, (v) is required to be disclosed pursuant to court order or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

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**Article 15.5 Written Staff Contracts**

15.5.1. Contractor shall obtain and maintain in effect written contracts with each of its employees who participate in any of Contractor's work hereunder. Such contracts shall contain terms sufficient for Contractor to comply with all provisions of this Contract and to support all grants and assignments of rights and ownership hereunder. Such Contracts also shall impose an obligation of confidence on such employees with respect to the County's Confidential Information.

**Article 15.6 Subpoena**

15.6.1. If the County's confidential information is in the possession of Contractor and Contractor is subpoenaed for any reason, they will notify County within 24 hours. Any costs incurred under this Article 15.6 to protect the County's confidential information will be borne by the County.

**Article 15.7 Survival**

15.7.1. Both parties' obligations under this Article will survive the termination of this Contract or of any license granted under this Contract for whatever reason.

**Section 16 TERMINATION**

**Article 16.1 Termination**

16.1.1. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

16.1.2. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

**Article 16.2 Termination Procedure**

16.2.1. Either County or Contractor may terminate this Contract in the event of a breach of this Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within thirty (30) days of the date of the notice, then the party giving the notice may terminate this Contract at any time thereafter by giving a written notice of termination.

16.2.2. Notwithstanding paragraph 16.2.1, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**Article 16.3 Effects of Termination**

16.3.1. Except for termination due to Contractor's breach, the County agrees to pay Contractor for all fees and expenses incurred for services provided hereunder through the effective date of termination.

**Section 17 MISCELLANEOUS PROVISIONS**

**Article 17.1 Notice of Delay**

17.1.1. If either party realizes that a delay is occurring or will occur in the implementation of the Work Plan and it will affect the outcome of the project, they are required to notify the other party within five days. Such notification should explain what the delay is and why it is occurring.

**Article 17.2 Governing Law/Venue**

17.2.1. The provisions of this Contract shall be construed in accordance with the laws of

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the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

**Article 17.3 Remedies**

17.3.1. In the event of breach of this Contract the parties shall have the following remedies:

17.3.1.1. If terminated above by the County due to a breach by the Contractor, the County may complete the work either itself, by agreement with another Contractor, or by a combination thereof. In such an event, the Contractor will refund to the County all payments received, and, in addition, be liable for, up to the amount shown in Article 6.1.1 above, the difference between the amount shown in Article 6.1.1, and the amount the County expends in securing an equivalent contract from another contractor, or zero, whichever is greater.

17.3.1.2. In addition to the remedies above for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.

17.3.1.3. If the County breaches this Contract, Contractor's remedy shall be limited to termination of this Contract and receipt of Contract payments for all fees and expenses incurred for services provided hereunder through the effective date of termination.

**Article 17.4 Independent Contractor.**

17.4.1. The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the County in the performance of this contract.

**Article 17.5 Nondiscrimination and Affirmative Action**

17.5.1. Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses.

**Article 17.6 Days**

17.6.1. The calculation of days for purposes of this Contract shall be the same as that set out for the calculation of time in Oregon Rules of Civil Procedure (ORCP), Rule 10 (1998).

**Article 17.7 Waiver**

17.7.1. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**Article 17.8 Force Majeure**

17.8.1. Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

**Article 17.9 Limitation on Press Releases and Advertising.**

17.9.1. The Contractor shall not refer to the existence of this Contract in any press release, advertising, or materials distributed to prospective customers, without the prior written

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consent of the County.

**Article 17.10 Severability**

- 17.10.1. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

**Article 17.11 Execution and Counterparts**

- 17.11.1. This Contract may be executed in several counterparts, all of which taken together shall constitute one single contract between the parties.

**Article 17.12 Notices Must Be In Writing.**

- 17.12.1. All notices must be in writing and be deemed to be given or made when delivered by hand or registered mail to the party at the address set forth in this Contract, or such other address as may be designated by a party by notice to the other pursuant to this paragraph.

**Article 17.13 Headings**

- 17.13.1. The Headings used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

**Article 17.14 Binding Effect**

- 17.14.1. The terms and conditions of this Contract shall be binding upon any permitted successors and/or assigns of the Parties.

**Article 17.15 Order of Precedence of Documents; Conflicts**

- 17.15.1. Unless otherwise specified in this Contract, services and Equipment are to be provided in accordance with the terms of the following documents, all of which are incorporated by reference. In the event of any inconsistency between or among these documents, the inconsistency shall be resolved in the following descending order of precedence: (1) this Contract; (2) the System Design Report (SDR), (3) the Contractor's proposal dated **December 16, 1998**, and (4) the County's RFP No. P209-99-5084.
- 17.15.2. Unless specifically amended and approved by the County the General Provisions of this Contract supersede any provisions in other appendices.

**Article 17.16 Whole Agreement**

- 17.16.1. The documents listed in above are the complete and exclusive statement of the agreement between the parties, superseding all prior agreements, oral or written, and all other communication between the parties relating to this project. Any changes or amendments to this complete and exclusive statement of the agreement may be made only in writing signed by a duly authorized representative of each of the parties.

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**Article 17.17      Limitation of Liability**

- 17.17.1.      The County and Contractor agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement, whether the cause of action against the other is in contract, breach of warranty, tort, gross negligence or otherwise, including, but not limited to lost profits, lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages.
- 17.17.2.      The Contractor's total liability for damages or indemnity hereunder, regardless of the form of action, shall not exceed per claim and in the aggregate two times the total of the amount specified in Article 6.1.1 above. The provisions of this Agreement allocate the risks between the Contractor and the County. The Contractor's pricing reflects this allocation of risk and the limitation of liability specified in this Article 17.17.



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**ATTACHMENT A: SIGNATURES**

By execution of this agreement, I acknowledge that I have read and understand all terms and conditions in the agreement, and that I have the authority to bind County to this agreement. The agreement shall be effective as of the last date given below.

**COUNTY**

B Stein / 7/19/99  
Authorized Signature and Date

Beverly Stein  
Printed Name

Chair County Commission  
Title

TGS 7/23/99  
Authorized Signature and Date

Thomas G Simpson  
Printed Name

Management Asst  
Title

**CONTRACTOR**

JK 7/27/99  
Authorized Signature and Date

Jerry Kinom  
Printed Name

Vice President  
Title

\_\_\_\_\_  
Authorized Signature and Date

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

\_\_\_\_\_  
Title

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY Thomas Spensler  
ASSISTANT COUNTY COUNSEL  
DATE 7/22/99

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**ATTACHMENT B - ESCROW AGREEMENT**

This Agreement is among (Escrow Firm to be Named Later, XXX), Metamor Industry Solutions, Inc. ("Depositor") and the Multnomah County District Attorney's Office ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as "the parties".

- A. Depositor and Preferred Beneficiary have entered or will enter into a license agreement, development agreement, and/or other agreement regarding certain proprietary technology of Depositor (referred to in this Agreement as "the license agreement").
- B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.
- C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.
- D. Depositor and Preferred Beneficiary desire to establish an escrow with XXX to provide for the retention, administration and controlled access of certain proprietary technology materials of Depositor.
- E. The parties desire this Agreement to be supplementary to the license agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

**ARTICLE I - DEPOSITS**

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, including the signing of the Acceptance Form, Depositor shall deliver to XXX the proprietary information and other materials ("deposit materials") required to be deposited by the license agreement or, if the license agreement does not identify the materials to be deposited with XXX, then such materials will be identified on an Exhibit A. If Exhibit A is applicable, it is to be prepared and signed by Depositor and Preferred Beneficiary. XXX shall have no obligation with respect to the preparation, signing or delivery of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the deposit materials to XXX, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the deposit materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Exhibit B must be signed by Depositor and delivered to XXX with the deposit materials. Unless and until Depositor makes the initial deposit with XXX, XXX shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the deposit account as required in Section 2.2 below.

1.3 Deposit Inspection. When XXX receives the deposit materials and Exhibit B, XXX will conduct a deposit inspection by visually matching the labeling of the tangible media containing the deposit materials to the item descriptions and quantity listed on Exhibit B. In addition to the deposit inspection, Preferred Beneficiary may elect to cause a verification of the deposit materials in accordance with Section 1.6 below.

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1.4 Acceptance of Deposit. At completion of the deposit inspection, if XXX determines that the labeling of the tangible media matches the item descriptions and quantity on Exhibit B, XXX will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If XXX determines that the labeling does not match the item descriptions or quantity on Exhibit B, XXX will (a) note the discrepancies in writing on the Exhibit A; (b) date and sign Exhibit B with the exceptions noted; and (c) provide a copy of Exhibit B to Depositor and Preferred Beneficiary. XXX's acceptance of the deposit occurs upon the signing of Exhibit B by XXX. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the deposit materials have been received and accepted by XXX.

1.5 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the deposit materials deposited with XXX;
- b. With respect to all of the deposit materials, Depositor has the right and authority to grant to XXX and Preferred Beneficiary the rights as provided in this Agreement;
- c. The deposit materials are not subject to any lien or other encumbrance; and
- d. The deposit materials consist of the proprietary information and other materials identified either in the license agreement or Exhibit B, as the case may be.

1.6 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any deposit materials. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the deposit materials. If a verification is elected after the deposit materials have been delivered to XXX, then an independent person or company selected by Preferred Beneficiary and supervised by XXX, shall perform the verification. Preferred Beneficiary shall have the right to designate how the examination of the deposit materials shall be done.

1.7 Deposit Updates. Unless otherwise provided by the license agreement, Depositor shall update the deposit materials within 30 days of each release of a new version of the product which is subject to the license agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and the new Exhibit B shall be signed by Depositor. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. The processing of all deposit updates shall be in accordance with Sections 1.2 through 1.6 above. All references in this Agreement to the deposit materials shall include the initial deposit materials and any updates.

1.8 Removal of Deposit Materials. The deposit materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

## ARTICLE 2 - CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. XXX shall maintain the deposit materials in a secure, environmentally safe, locked receptacle which is accessible only to authorized employees of XXX. XXX shall have the obligation to reasonably protect the confidentiality of the deposit materials. Except as

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provided in this Agreement, XXX shall not disclose, transfer, make available, or use the deposit materials. XXX shall not disclose the content of this Agreement to any third party. If XXX receives a subpoena or other order of a court or other judicial tribunal pertaining to the disclosure or release of the deposit materials, XXX will immediately notify the parties to this Agreement. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order, provided, however, that XXX does not waive its rights to present its position with respect to any such order. XXX will not be required to disobey any court or other judicial tribunal order. (See Section 7.5 below for notices of requested orders.)

2.2 Status Reports. XXX will issue to Depositor and Preferred Beneficiary a report profiling the account history at least semi-annually. XXX may provide copies of the account history pertaining to this Agreement upon the request of any party to this Agreement.

2.3 Audit Rights. During the term of this agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of XXX pertaining to this Agreement. Any inspection shall be held during normal business hours and following reasonable prior notice.

### ARTICLE 3 -- GRANT OF RIGHTS TO XXX

3.1 Title to Media. Depositor hereby transfers to XXX the title to the media upon which the proprietary information and materials are written or stored. However, this transfer does not include the ownership of the proprietary information and materials contained on the media such as any copyright, trade secret, patent or other intellectual property rights.

3.2 Right to Make Copies. XXX shall have the right to make copies of the deposit materials as reasonably necessary to perform this Agreement. XXX shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on the deposit materials onto any copies made by XXX. With all deposit materials submitted to XXX, Depositor shall provide any and all instructions as may be necessary to duplicate the deposit materials including but not limited to the hardware and/or software needed.

3.3 Right to Sublicense Upon Release. As of the effective date of this Agreement, Depositor hereby grants to XXX a non-exclusive, irrevocable, perpetual, and royalty-free license to sublicense the deposit materials to Preferred Beneficiary upon the release, if any, of the deposit materials in accordance with Section 4.5 below. Except upon such a release, XXX shall not sublicense or otherwise transfer the deposit materials.

### ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement "Release Conditions" shall mean the following:

- a. Depositor ceases doing business with no successor entity assuming Depositor's obligations; or
- b. Depositor's ceases maintenance services for the software with no successor entity assuming Depositor's obligations.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to XXX written notice of the occurrence of the Release Condition and a request for the release of the deposit materials. Upon receipt of such notice, XXX shall provide a copy of the notice to Depositor, by certified mail, return receipt requested, or by commercial express mail.

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4.3 Contrary Instructions. From the date XXX mails the notice requesting release of the deposit materials, Depositor shall have ten business days to deliver to XXX Contrary Instructions. "Contrary Instructions" shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, XXX shall send a copy to Preferred Beneficiary by certified mail, return receipt requested, or by commercial express mail. Additionally, XXX shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to the Dispute Resolution section of this Agreement (Section 7.3). Subject to Section 5.2, XXX will continue to store the deposit materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary, (b) resolution pursuant to the Dispute Resolution provisions, or (c) order of a court.

4.4 Release of Deposit. If XXX does not receive Contrary Instructions from the Depositor, XXX is authorized to release the deposit materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the deposit materials to the Preferred Beneficiary at the end of the ten day waiting period. However, XXX is entitled to receive any fees due XXX before making the release. This Agreement will terminate upon the release of the deposit materials held by XXX.

4.5 Use License Following Release. Unless otherwise provided in the license agreement, upon release of the deposit materials in accordance with this Article 4, Preferred Beneficiary shall have a non-exclusive, non-transferrable, irrevocable right to use the deposit materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the license agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released deposit materials.

## ARTICLE 5 - TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct XXX in writing that the Agreement is terminated; or

(b) the Agreement is terminated by XXX for nonpayment in accordance with Section 5.2. If the Acceptance Form has been signed at a date later than this Agreement, the initial term of the Acceptance Form will be for one year with subsequent terms to be adjusted to match the anniversary date of this Agreement. If the deposit materials are subject to another escrow agreement with XXX, XXX reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to XXX, XXX shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to XXX to cure the default. If the past due payment is not received in full by XXX within one month of the date of such notice, then XXX shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. XXX shall have no obligation to take any action under this Agreement so long as any payment due to XXX remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Upon termination of this Agreement by joint instruction of Depositor and Preferred Beneficiary, XXX shall destroy, return, or otherwise deliver the deposit materials in accordance with such instructions. Upon termination for nonpayment, XXX may, at its sole discretion, destroy the deposit materials or return them to Depositor. XXX shall have no obligation to return or destroy the deposit materials if the deposit

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

materials are subject to another escrow agreement with XXX.

5.4 Survival of Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.5).
- b. The obligations of confidentiality with respect to the deposit materials.
- c. The, licenses granted in the sections entitled Right to Sublicense Upon Release (Section 3.3) and Use License Following Release (Section 4.5), if a release of the deposit materials has occurred prior to termination.
- d. The obligation to pay XXX any fees and expenses due.
- e. The provisions of Article 7.
- f. Any provisions in this Agreement which specifically state they survive the termination or expiration of this Agreement.

**ARTICLE 6 - XXX'S FEES**

6.1 Fee Schedule - XXX is entitled to be paid its standard fees and expenses applicable to the services provided. XXX shall notify the party responsible for payment of XXX's fees at least 90 days prior to any increase in fees. For any service not listed on XXX's standard fee schedule, XXX will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. XXX shall not be required to perform any service unless the payment for such service and any outstanding balances owed to XXX are paid in full. All other fees are due upon receipt of invoice. If invoiced fees are not paid, XXX may terminate this Agreement in accordance with Section 5.2. Late fees on past due amounts shall accrue at the rate of one and one-half percent per month (18% per annum) from the date of the invoice.

**ARTICLE 7 -- LIABILITY AND DISPUTES**

7.1 Right to Rely on Instructions. XXX may act in reliance upon any instruction, instrument, or signature reasonably believed by XXX to be genuine. XXX may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. XXX shall not be responsible for failure to act as a result of causes beyond the reasonable control of XXX.

7.2 Indemnification. XXX shall be responsible to perform its obligations under this Agreement and to act in a reasonable and prudent manner with regard to this escrow arrangement. Provided XXX has acted in the manner stated in the preceding sentence, Depositor and Preferred Beneficiary each agree to indemnify, defend and hold harmless XXX from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities incurred by XXX relating in any way to this escrow arrangement.

7.3 Dispute Resolution. Any dispute relating to or arising from this Agreement shall be resolved by a panel of three arbitrators to be selected by the Center for Public Resources, Inc. (CPR) at the following address:

366 Madison Avenue, New York, NY 10017

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

Telephone: (212) 949-6490.

Unless otherwise agreed by Depositor and Preferred Beneficiary, arbitration will take place in Portland, Oregon, U.S.A. Arbitration shall be binding and conducted in accordance with CPR's Rules for Non-Administered Arbitration of Business Disputes. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator(s). Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address. The prevailing party in any such arbitration will be awarded its costs and expenses, including reasonable attorney fees. If either party unsuccessfully appeals or otherwise contests an arbitration award the other party shall recover its costs and expenses, including reasonable attorney fees for defense of such action.

7.4 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law provisions.

7.5 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct XXX to take, or refrain from taking any action, that party shall:

- a. Give XXX at least two business days' prior notice of the hearing;
- b. Include in any such order that, as a precondition to XXX's obligation, XXX be paid in full for any past due fee and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Ensure that XXX not be required to deliver the original (as opposed to a copy) of the deposit materials if XXX may need to retain the original in its possession to fulfill any of its other escrow duties.

## ARTICLE 8 - GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes the Acceptance Form and the Exhibits described herein, embodies the entire understanding between all of the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except Exhibit A need not be signed by XXX and Exhibit B need not be signed by Preferred Beneficiary.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit C and Acceptance Form. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Unless otherwise provided in this Agreement, all documents and communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors. This Agreement shall be binding upon and shall inure to the benefit of the

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

successors and assigns of the parties. However, XXX shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless XXX receives clear, authoritative and conclusive written evidence of the change of parties.



System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

Exhibit A

ESCROW AGREEMENT

Metamor Industry Solutions, Inc., Depositor  
Multnomah County, Preferred Beneficiary

The following materials are to be deposited:

- (a) A copy of the Depositor's development account which contains the source language, development tools and file layouts for the software product, updates and releases as described in the license agreement. The development account shall be provided on the same media (i.e. CD, tape or disc) in which updates and releases are provided to Licensee under the license agreement.
- (b) All existing documentation for each computer program describing its purpose and the relationship to and between computer programs.
- (c) Existing documentation describing all of the supporting software required to use the source code including but not limited to the compiler, version #, other third party software packages and utilities, libraries or specifications for library sizing, and all other such documentation.

Metamor Industry Solutions, Inc., Depositor

by: [Signature]

Vice President  
Title

Multnomah County, Preferred Beneficiary

by: [Signature]

Chair County Commission  
Title

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY  
BY [Signature]  
ASSISTANT COUNTY COUNSEL  
DATE 7/22/99

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

Exhibit B

ESCROW AGREEMENT  
DETAILED LIST OF DEPOSITED ITEMS

Metamor Industry Solutions, Inc., Depositor  
Multnomah County, Preferred Beneficiary

The following materials are to be deposited:

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Metamor Industry Solutions, Inc., Depositor

XXX, Escrow Agency

by: \_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

Title

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

**ATTACHMENT C: INSURANCE CERTIFICATE**

System Acquisition Contract  
Multnomah County, Oregon, District Attorney's Office

**ATTACHMENT D: WORK PLAN**

**EXHIBIT 2**  
**MULTNOMAH COUNTY SERVICES CONTRACT**  
**Contract No. 0010816**  
**INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\*

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4). Employer's Liability Insurance with coverage limits of not less than \$100,000 must be included.

**THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.**

**Professional Liability** insurance with a combined single limit of not less than ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☐ Required by County    ☒ Not required by County

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ☐ \$500,000, ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by County    ☐ Not required by County

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☒ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☒ Required by County    ☐ Not required by County

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated B+ or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contracts. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the County. The Certificate shall also state the deductible or retention level. For commercial general liability and automobile liability insurance the Certificate shall also provide that the County, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the County.

Completed by:   
Contract Originator

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management.

## J&amp;H MARSH &amp; McLENNAN, INC.

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

PRODUCER  
MARSH USA INC.  
1000 LOUISIANA, SUITE 4000  
HOUSTON, TX 77002-5008  
(713) 654-0584

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN.

## COMPANIES AFFORDING COVERAGE

## COMPANY

A HARTFORD CASUALTY INS. CO./HARTFORD FIRE INS. CO.

## COMPANY

B TWIN CITY FIRE INSURANCE COMPANY

## COMPANY

C TEXAS PACIFIC INDEMNITY COMPANY

## COMPANY

D NATIONAL UNION FIRE INSURANCE COMPANY

METAM -MMVW-0001-

INSURED  
METAMOR INFORMATION TECHNOLOGY SRVS  
METAMOR WORLDWIDE, INC.  
METAMOR SOLUTIONS  
4400 POST OAK PARKWAY, SUITE 1130  
HOUSTON, TX 77027-3413

## COVERAGES

This certificate supersedes and replaces any previously issued certificate.

0

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	72CSEC89602	08/01/99	08/01/00	GENERAL AGGREGATE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	72ABC89603	08/01/99	08/01/00	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
D	EXCESS LIABILITY	BE9328853	07/25/98	07/25/00	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 10,000,000
	OTHER THAN UMBRELLA FORM					\$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	72WBRP44500	08/01/99	08/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		72WNC89601	08/01/99	08/01/00	EL EACH ACCIDENT	\$ 1,000,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT	\$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
B C	PROFESSIONAL LIAB.	72ECSC89600	07/25/98	07/25/00	\$5,000,000 LIMIT OCC/AGG \$10,000,000 LIMIT ALL COV. \$25,000 DEDUCTIBLE	
	COMM. CRIME INS.	8146-69-95A	07/25/98	08/01/00		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)

## CERTIFICATE HOLDER

MULTNOMAH COUNTY DISTRICT ATTY'S OFFICE  
SW 4TH AVE., ROOM 600  
LAND, OR 97204

## CANCELLATION

SHOULD ANY OF THE POLICIES LISTED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

J&amp;H MARSH &amp; McLENNAN, INCORPORATED BY:

Roger P. Hermann

JHMM1 (2/98)

VALID AS OF: 07/23/99

**ACORD. CERTIFICATE OF INSURANCE**DATE (MM/DD/YY)  
03/12/99

<b>PRODUCER</b> J&H MARSH & MCLENNAN, INC. 1000 LOUISIANA, SUITE 4000 HOUSTON TX 77002-5008 30808 (713) 654-0584  METAM-MMWW 00001	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b> METAMOR INFORMATION TECHNOLOGY SRVS METAMOR WORLDWIDE, INC. METAMOR SOLUTIONS 4400 POST OAK PARKWAY, SUITE 1130 HOUSTON TX 77027-3413	COMPANY A	HARTFORD CASUALTY INS. CO./HARTFORD FIRE INS. CO.
	COMPANY B	TWIN CITY FIRE INSURANCE COMPANY
	COMPANY C	TEXAS PACIFIC INDEMNITY COMPANY
	COMPANY D	NATIONAL UNION FIRE INSURANCE COMPANY

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

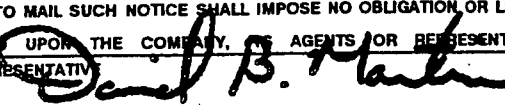
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	72CSEC89602	08/01/98	08/01/99	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	<b>AUTOMOBILE LIABILITY</b>	72ABC89603	08/01/98	08/01/99	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
D	<b>EXCESS LIABILITY</b>	BE9328853	07/25/98	07/25/00	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 10,000,000
	OTHER THAN UMBRELLA FORM				\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	72WBRP44500	08/01/98	08/01/99	<input checked="" type="checkbox"/> STATUTORY LIMITS
		72WNC89601	08/01/98	08/01/99	EACH ACCIDENT \$ 1,000,000
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL			DISEASE - POLICY LIMIT \$ 1,000,000
					DISEASE - EACH EMPLOYEE \$ 1,000,000
B	<b>OTHER</b>	72ECSC89600	07/25/98	07/25/00	\$5,000,000 LIMIT OCC/AGG
C	PROFESSIONAL LIAB.	8146-69-95A	07/25/98	08/01/00	\$10,000,000 LIMIT ALL COV.
	COMM. CRIME INS.				\$25,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**MULTNOMAH COUNTY DISTRICT ATTY'S OFFICE  
21 SW 4TH AVE., ROOM 600  
PORTLAND, OR 97204**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



MEETING DATE: JUN 28 2001  
AGENDA NO: C-2  
ESTIMATED START TIME: 9:30  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: The Project Impact Grant awarded by FEMA, accepted by the County Board April 8, 1999, is a cooperative effort between Multnomah County and City of Portland Emergency Management Offices in building disaster resistant communities. Grant period will be extended until March 30, 2002

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: June 28, 2001  
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSCD DIVISION: Emergency management

CONTACT: Doug McGillivray TELEPHONE #: 503-793-3305  
BLDG/ROOM #: 313/EM

PERSON(S) MAKING PRESENTATION: Consent Calendar

#### ACTION REQUESTED:

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

#### SUGGESTED AGENDA TITLE:

Amendment to extend Intergovernmental Agreement 9910881 with City of Portland - Project Impact: Building Disaster Resistant Communities until March 30, 2002.

06/28/01 originals to Doug The Gillivray

#### SIGNATURES REQUIRED:

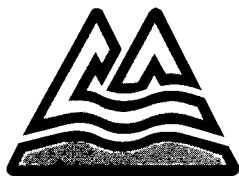
ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 22 AM 9:42  
MULTNOMAH COUNTY  
OREGON  
COUNTY COMMISSIONERS






# MULTNOMAH COUNTY OREGON

OFFICE OF EMERGENCY MANAGEMENT  
1333 NW EASTMAN PARKWAY  
GRESHAM, OREGON 97030  
(503) 618-2363

## SUPPLEMENTAL STAFF REPORT

TO: BOARD OF COUNTY COMMISSIONERS  
FROM:  DOUG MCGILLIVRAY  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: June 19, 2001

REQUESTED PLACEMENT DATE: June 28, 2001

RE: Project Impact - Intergovernmental Agreement between Multnomah County and City of Portland.

### I. Recommendation/Action Requested:

Approve amended Intergovernmental Agreement between Multnomah County and City of Portland for the Project Impact: Building Disaster Resistant Communities extending the grant date until March 30, 2002.

### II. Background/Analysis:

Multnomah County has been selected as a national Project Impact Community by FEMA. This is a cooperative effort between Emergency Management Offices for East Multnomah and the City of Portland. The County has obtained approval from FEMA Region X to extend the period of performance until March 30, 2002.

### III. Financial Impact:

The County has been awarded a grant in the amount of \$300,000. Multnomah County Board of Commissioners on April 8, 1999 approved contract #700959, accepting FEMA funds. The grant will be equally divided between East Multnomah County and the City of Portland (Johnson Creek Watershed).

The County's Office of Emergency Management is the grantee and will facilitate the transfer of grant funding to the City of Portland.

### IV. Legal Issues:

Compliance to National Environmental Policy Act (NEPA) & 44 CFR Part 10; and accordance to Agreement Articles stipulated in Grant#EMS-1999-GR-3022.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

VII. Citizen Participation:

Schools, business and industries.

VII. Other Government Participation:

FEMA Region X and City of Portland.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 9910881  
Amendment #: 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue  <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>6-28-01</u> DEB BOGSTAD, BOARD CLERK</p>

Department: DSCD Division: Emergency Management Date: 6/22/2001  
 Originator: Doug McGilivray Phone: 505-793-3305 Bldg/Rm: 313/EM  
 Contact: Doug McGilivray Phone: 505-793-3305 Bldg/Rm: 313/EM  
 Description of Contract:  
 RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION #/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>City of Portland- BES</u> Address <u>1120 SW 5<sup>th</sup> Ave. RM#1250</u> <u>Portland, OR. 97204</u>  Phone <u>503-823-6862</u> Employer ID# or SS# _____ Effective Date <u>March 31, 1999</u> Termination Date <u>March 30, 2002</u> Original Contract Amount \$ <u>150,000.00</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>150,000.00</u>	Remittance address _____ (If different) _____  Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Net 30 <input type="checkbox"/> Other  <input type="checkbox"/> Requirements Not to Exceed \$ _____  Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

**REQUIRED SIGNATURES:**

Department Manager <u>Wil O'Neil</u>	DATE <u>6/22/01</u>
Purchasing Manager _____	DATE _____
County Attorney <u>Matthew O. Regan</u>	DATE <u>6/22/01</u>
County Chair <u>David J.</u>	DATE <u>6.28.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

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

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

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MULTNOMAH COUNTY**  
**And**  
**CITY OF PORTLAND**

This Intergovernmental Agreement, (IGA), is entered into pursuant to ORS 190.010 by and among Multnomah County, (hereinafter 'County'), and the City of Portland, (hereinafter 'City').

**Witnesseth**

WHEREAS the County has been selected by the Federal Emergency Management Agency, (FEMA), as a national Project Impact Community; and

WHEREAS the County has been designated by FEMA as a \$300,000 grant recipient under Project Impact; and

WHEREAS this is a cooperative effort between Emergency Management offices for East Multnomah County and the Johnson Creek Watershed area; and

WHEREAS East Multnomah County includes the incorporated and unincorporated areas of the County east of the joint boundary between City and the City of Gresham; and

WHEREAS the Johnson Creek Watershed includes portion of Multnomah County and the City of Portland; and

WHEREAS the County and City desire to provide for the participation of the City in the County's Project Impact Program to better build a disaster resistant community; and

WHEREAS the County shall administer the Project Impact grant; now therefore

IT IS AGREED that the mutual promises and the terms and conditions are set forth hereafter:

**Terms and Conditions**

1. The County shall transfer \$150,000, or 50%, of grant funding to the City.
2. All funds provided to the City under this Agreement shall only be used for projects identified in the attached Project Impact Statements of Work.
3. The County as the administrator of this Project Impact Grant, is obligated to submit all required reports in a timely manner to meet the suspense dates established by FEMA. The City as a recipient of the funds referenced above assumes and shares this reporting obligation and hereby agrees to provide the County in a timely manner all documents described in Paragraphs 4 and 5 of the Terms And Conditions Section.
4. The City shall submit to the County, Quarterly Financial Status Report, (FEMA Form 20-10), not-later-than December 30, March 30, June 30 and September 30 of each year during the life of this IGA.
5. The City shall submit to the County, Semi-Annual Performance Report, (FEMA Form 20-22), not-later-than March 30, and September 30 of each year during the life of this IGA, and not-later-than 30 days after the close of the FEMA Grant.
6. The attached FEMA Grant #EMS-1999-GR-3022 is hereby incorporated by this reference and is identified as Exhibit A.
7. The City shall comply with all terms and conditions of the FEMA Grant imposed on the County and shall assume full responsibility, obligation and liability for the use of any FEMA funds transferred to the City under this Agreement.

### Amendments

Proposed amendments to this IGA shall be in writing and approved by the governing body of the County and the City.

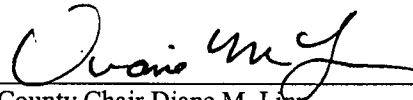
### Severability, Interpretation, and Duration

1. Severability: The terms of the IGA are severable, and a determination by an appropriate body having jurisdiction over the subject matter of this IGA that results in the invalidity of any part shall not affect the remainder of the IGA.
2. Interpretation: The terms and conditions of the IGA shall be liberally construed in accordance with the general purpose of this IGA.
3. Duration: This IGA will be in effect upon signature by the County and the City. The duration of this IGA is from date of execution until June 30, 2001.

### Responsibility for Acts

The County and the City shall be solely responsible for its own activities under this IGA. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, each party agrees to hold harmless, defend and indemnify the other, their officers, agents, and employees, against any claims, demands, actions or suits, (including attorney fees and costs), brought against them arising out of or relating to each other's individual responsibilities under this IGA.

SUBSCRIBED TO AND ENTERED INTO by the appropriate officer(s) of the County and the City who are duly authorized to execute this Intergovernmental Agreement.

  
County Chair Diane M. Linn  
Multnomah County

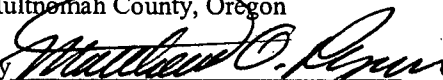
\_\_\_\_\_  
Mayor Vera Katz  
City of Portland

6.28.01  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dated \_\_\_\_\_

Reviewed:  
Thomas Sponsler, County Attorney  
Multnomah County, Oregon

Reviewed: \_\_\_\_\_

By   
Matthew O. Ryan, Assistant County Attorney

By \_\_\_\_\_

Amendment:

As per request from City of Portland change effective date of IGA:

Delete Severability, Interpretation, and Duration, paragraph 3 and replace with:

### Severability, Interpretation, and Duration

3. Duration: The duration of this IGA is from March 31, 1999 until June 30, 2001.

Amendment:

4. Duration: The duration of this IGA is extended until March 30, 2002.

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 06.28.01  
DEB BOGSTAD, BOARD CLERK



*Building a Disaster Resistant Community*



## **MULTNOMAH COUNTY PROJECT IMPACT STATEMENTS OF WORK**

Those objectives and suggested projects identified thus far as integral parts of the Multnomah County Project Impact Program are important to the emergency management organization in general and to the general public in particular. The program's component pieces will assist in not only assuring the preparedness of the public to deal with the effects of a major emergency or a disaster, but will also advance mitigation objectives in ensuring that a great many homes, schools and workplaces are much safer environments.

The Multnomah County 'Project Impact Program' is a cooperative effort between two major yet distinct Multnomah County entities -- East Multnomah and the Johnson Creek Watershed. The geographic areas serviced by these two entities will be described later in this document.

As with other Project Impact communities, the Federal Emergency Management Agency (FEMA) will facilitate the partnership process, which is an integral part of the program, and one to which Multnomah County subscribes wholeheartedly. Additionally, FEMA will support specific mitigation projects and actions, and bring attention to the consequent successes and lessons learned throughout the process.

### **1. Background**

Located along the southern banks of the mighty Columbia River, Multnomah County stretches approximately 50 miles from east to west, and is populated by well over a million individuals. In addition to the Columbia River, Multnomah County is home to many other significant waterways, numerous interstate highways, major rail routes and complexes, and is one of the favorite tourist destinations in the Northwest.

Much of this area is mountainous and rural and some of it lies within the Columbia River Gorge. That which lies within the Gorge is located along Interstate 84 and is made up of material that has been deposited there over the eons by numerous landslides or debris flows. The eastern portion of the County is adjacent to one of the Northwest's famous volcanic peaks, Mount Hood -- a volcano currently at rest with the potential to awaken at any moment.

Life and commerce in Multnomah County is vulnerable to numerous natural hazards, including, but not limited to, earthquake, flooding, volcano, mudslides, landslides, debris flows, wildfires and severe winter storms. A Great Cascadia Subduction Zone earthquake could severely and adversely affect any or all of our communities.

Based on earthquake frequency and magnitude research, scientists believe that the area is due for a large and potentially devastating event. The last significant earthquake in the region occurred in April of 1993.

Multnomah County has been declared a Presidential Disaster area several times, the latest being in January 1996.

## **2. Grant Development & Administration**

In the Fall of 1998, both East Multnomah County and a group representing the Johnson Creek Watershed were pursuing independent applications to become designated as Project Impact communities. Following a series of meetings and discussions, they combined their Project Impact Applications and requested Multnomah County be designated a Project Impact community. This consolidation will not only reduce duplication of effort and the reduction of general costs, but will aid in the development of area wide partnerships that include the widest possible range of community resources.

The Project Impact grant development process consists of two distinct phases. The first phase includes a preliminary scope of work sufficient to receive the award and begin the process. The second will begin once the grant has been awarded and will be a more inclusive comprehensive process involving a wide range of interests and possible partners.

The Project Impact grant application needed to be developed very quickly. Hazards, risks and vulnerabilities were identified and preliminarily assessed by East Multnomah and Portland City staffs. Objectives were determined and potential suggested. The East Multnomah County Emergency Management Council and the Johnson Creek Watershed Group were consulted, but the expedited process did not allow for the development of a comprehensive planning process involving broad representation.

After the grant has been awarded, possible partners will be invited to a Project Impact workshop scheduled for May 1999. Attendees will be briefed on the entire program and will be brought into the planning process. They will not only be given the opportunity to align themselves with any of the suggested projects, they will also be invited to review the objectives and to nominate other projects for consideration. Representatives will form a committee that will visit key potential partners or groups and/or agencies that may become a partner.

Potential projects fall into two general groups. Those affecting the Johnson Creek watershed and those not directly associated with the Johnson Creek flood hazard. Each project group, when completed and proven successful, will be exported to the other areas. For instance, the application includes a school non-structural earthquake-retrofitting project. This project may be piloted with East Multnomah but would be exported throughout the County and State if proven successful. This allows for maximum impact to County residents while having minimum impact on the dollars available from the respective budgets.

Once this second phase has been completed, there will be a formal signing ceremony to recognize partners and partner efforts. This ceremony could occur as early as the summer of 1999.

The County's Office of Emergency Management is the grantee and as such will facilitate the dispersal of program funds. County Emergency Management will also serve as part of the general oversight committee that also includes a member of Portland Emergency Management, and a representative from the Johnson Creek Watershed Group. This committee will monitor those projects that are identified as part of the overall Project Impact Program, while each of the Subgrantees (East Multnomah County and Johnson Creek Watershed) will administer and oversee their own specific projects.

### **3. East Multnomah County Project Description & Objectives**

The region known as East Multnomah County extends from the common boundary between the cities of Portland and Gresham, Oregon, Eastward to the County line; a distance of over 30 miles. The East County is home to 120,000 people in 5 cities and several unincorporated areas, covering some 130 square miles. This portion of Multnomah County is home to many sophisticated industrial complexes, many of which are designated as EHS (Extremely Hazardous Substance) facilities. It is also home to a number of health care facilities, including one hospital and a major regional airport that serves as an alternate to Portland International Airport (PDX).

#### **EAST MULTNOMAH COUNTY'S PHASE ONE PROJECTS DESCRIBED:**

##### **a. Schools:**

East Multnomah is home to four school districts and currently houses hundreds of students. Since these students are most precious to our communities, we need to ensure their ability to survive a major emergency or disaster. One of the methods we have identified to accomplish this is to deliver proper and adequate training to them.



Our method is to foster and perpetuate the relationship that currently exists in the region between the school districts and our emergency management offices.

The school districts will partner with us in this undertaking by providing the custodial staff to install earthquake mitigation measures in the classrooms. The installation of such things as brackets to hold bookcases in place, gum type products to keep items on shelves from moving, straps or similar devices to secure desk top items, will be done with the students present. Our program will provide a small quantity of these security devices for the students to take home, along with appropriate literature, to assist a parent in their installation. Students could be asked to write a short essay describing the home installation.

One of our business partners could provide the hardware parts necessary at a discount as part of their Project Impact participation.

**School Objectives:**

- Ensure that the school classrooms inhabited by our students by day and the homes they live in by night, are safe places to be. (e.g. install non-structural earthquake retrofitting measures in the classrooms using School district personnel).
- Encourage parents to institute structural and non-structural earthquake retrofitting measures in the home.
- Ensure that the students are prepared to survive a major or disastrous event by promoting self sufficiency via the 72 hour program.
- Facilitate the continued cooperation of the school districts in the development and delivery of preparedness and mitigation messages.

***b. Community Mitigation and Preparedness:***

The population of the eastern portion of Multnomah County is approximately 120,000 individuals. Many of these folks live in rural areas that are not easily accessible and do not have the benefit of a full complement of emergency response agencies available to them. For these citizens we feel we have a tremendous responsibility for delivering appropriate messages and information on how to make their home more environmentally safe through mitigation, and how to make their neighborhood more self sufficient in the event of a major emergency or disaster through preparedness.

The citizens in the more populated areas are much more easily reached but are no less in need of the same information. We have gained access through local law enforcement agencies to the existing neighborhood associations to deliver our messages.

We will be assisted by both fire and police department personnel in this endeavor, and their participation will constitute both a match for grant funds, and will be demonstrative of the type of partnerships that we seek. Implementation of this program will ensure a cadre of trained initial neighborhood responders who will assist in the response phase of an incident. Their activities will lessen the strain on fire and police responders, at least initially, while protecting property, saving lives, and reducing the stress and chaos of the moment for the area residents.

We are currently using a modified version of the FEMA Community Emergency Response Team (CERT) program, revised to include a substantial portion on mitigation projects for the home. CERT members can implement these mitigation measures with a minimum of cost and effort. Again, as in our 'Schools' project, local retail establishments will assist with the supply of hardware items needed to perform these mitigation activities.

**Neighborhood Project Objectives:**

- Have a trained CERT team in place in identified urban neighborhood.
- Have trained CERT teams in place in identified rural regions.
- Train all team members to identify potential hazards in their homes and the homes of friends, relatives and neighbors.
- Train residents to apply appropriate measures to mitigate against the identified potential hazards such as installing non-structural earthquake retrofitting measures, anchoring and bolting their homes to the foundations or elevating homes in flood plains.
- Conduct 72-hour kit training to civic organizations.

**c. *Business Continuation:***

Within Multnomah County, large and small business is acutely interdependent. Many large companies reside here and the network of small businesses that thrive on and contribute to the success of these large corporations also supports the extensive population employed by these large corporations.

While the economy in East Multnomah County is reasonably good at the moment and the business and industry community is enjoying a degree of success, it is understood that the entire economic picture could change for these facilities as a result of a major emergency or disaster. This change is often immediate and in many cases of such magnitude as to be irrecoverable. The Small Business Administration tells us that most small businesses *ARE NOT PREPARED FOR A DISASTER*, and that many incur avoidable losses resulting from the disaster.

Many large corporations are not only seeing the virtue of mitigating their own facilities, but also the importance of including disaster preparedness, mitigation and response elements in vendor agreements with their small business and sole source suppliers

Building a network of disaster resistant industries will help both large and small businesses avoid financial ruin following a disaster. Coordination, education and mentoring between large and small businesses helps to protect everyone's interest and increases the likelihood of business continuity following a disaster. The Multnomah County Project Impact effort will examine and identify ways for small business to become more disaster resistant. Our approach to this will be the development of business alliances, development and delivery of mitigation and preparedness programs, and initiating a business-mentoring program.

**Business Objectives:**

- To assist local business and industry in identifying threats and hazards that may impact their ability to conduct business.
- To assist local business and industry in developing and implementing a program to mitigate those threats and hazard identified.
- To assist the business community in the development of a mitigation mentoring program.
- Assist business in recognizing the need for cold sites for data storage.
- Conduct 72-hr preparedness for employees of local business and industry.

***d. 'At Risk' Property Acquisition:***

Multnomah County Emergency Management is implementing a program to mitigate the effects of debris flows in the Dodson/Warrendale area of the eastern portion of the county. The program entails the purchase (acquisition) of residential properties that stand on an alluvial fan and in an area that has a history of similar, repetitive events that date back to 1918. The area in the program stretches eastward along the Columbia River from milepost 34.5 to milepost 37.5 of the Old Columbia River Highway and from the Columbia River on the north to the hills that rim the Gorge on the south. At this point, the hills are approximately 3000 ft in elevation and rise some 2400 feet in about a mile. The total assessed value of the properties in the area is in excess of \$11 million.

Initial funding for this project has expired, and was insufficient to assist all of the area residents. We intend to use a portion of the Project Impact grant funds to search for additional funds that will enable us to continue the program.

The area has been designated a 'Hazardous Area' and as a result, property owners are having a great deal of difficulty selling their property. Most importantly, though, is the fact that we would like to see all residential properties vacated and the structures removed. If this were done, no humans would be residing there; therefore, few lives would be at risk from future debris flow events.

Acquisition Objectives:

- To secure additional funding.
- To use the newly acquired (contractor secured) funds to purchase additional residential properties in the area.
- To remove all structures from acquired properties.
- To deed all properties acquired under this program as '*Greenspace in Perpetuity*' to either a State or Federal Park agency.

#### **4. City of Portland -- Johnson Creek Project Description & Objectives**

The Johnson Creek Watershed is a large area extending from Eastern Multnomah County, across the tip of Clackamas County, and into the City of Portland.

The Johnson Creek Watershed geography features large floodplains in the lower watershed with a mixture of industrial and residential uses and forested dormant lava domes riparian and upland areas with agricultural and rural land uses.

The watershed lies in the following six jurisdictions: Multnomah County, Clackamas County, City of Portland, City of Milwaukie, City of Gresham, and the City of Happy Valley. Each jurisdiction has its own regulations, policies and procedures when it comes to land use, flood plain and stormwater management.

Flooding impacts the Johnson Creek Watershed, in some areas, on average every other year. Larger floods, some caused by back up waters of the Willamette River, also occur although on a less frequent basis, causing more damage per event.

Project Impact funds will be used to inform residents, businesses, and industries about flood plain issues and how to mitigate damages.

#### **JOHNSON CREEK WATERSHED PHASE ONE PROJECTS:**

##### **a. Schools:**

This objective is similar to the East Multnomah County School Objective. The difference here is that the school districts included in the Johnson Creek watershed will learn about flooding and flood mitigation. Students will be shown and give material on how to flood proof, as well as how to earthquake proof homes and classrooms. This material will be shared with their parents.

##### Flood Related School Objectives:

- To ensure that students going to school or living in the floodplain are aware of this natural hazard.
- To have each student learn at least two flood proofing techniques. Students will then be given the materials to transfer the knowledge to home.

**b. Flood Hazard Information**

Project Impact funds will be used to develop a real time flood information system where Johnson Creek residents can obtain stream gage readings and compare them to written information about flooding impacts. A computer web page will be developed and have the following information:

- Flood plain maps with building location and flood depths on the maps.
- How to plan an escape route in your house and out of the area – what roads are likely to be flooded.
- How to flood proof your home before the event.
- How to prepare for flooding, where to get sandbags, what to do if you need to evacuate.
- How to clean up after a flood event.
- How to elevate your structure.
- How to create flood storage in your own backyard.

Such information will help preparedness and response activities, however such information will also be used to validate the need and suggest design solutions for specific longer term mitigation measures.

**Flood Hazard Information Objectives**

- Create a communication system where businesses and residents can obtain real time data on flood threat.
- Create and distribute written materials on flood information for preparedness, mitigation and flood maps.

**c. Community Rating System (CRS)**

The Flood Insurance Community Rating System offers an excellent template for achieving long term mitigation objectives. Residents will be more willing to take action if there are real immediate gains. The Community Rating System though insurance premium reduction will offer such incentives. Also the system outlines real mitigation measure. CRS projects include but are not limited to:

- Outreach projects
- Hazard disclosure
- Flood protection library
- Flood data management
- Storm water management
- Floodplain management planning
- Drainage system management

Objectives:

- CRS will be the framework to build collaborative efforts between all the jurisdictions in the watershed to develop and implement projects for flood hazard mitigation.
  - Create a more comprehensive mitigation strategy, **watershed wide** for flood hazards.
  - Develop more efficient and effective implementation of programs and policies.
  - To mitigate and lower the cost of flood damage.
  - To increase damage avoidance.
  - To lower flood insurance premiums.
- Assist each jurisdiction with administration, planning and project development for inclusion into the Community Rating System. Thereby reducing flood insurance premiums for policyholders, creating cooperation between upstream and downstream jurisdiction flood plain and stormwater management and collaboration on hazard information.

**d. Demonstration project**

A large building located within the Johnson Creek flood plain is available. Moving the structure out of the floodplain and/or retrofitting the building for area hazards would provide an excellent showcase. Workshops and training could take place within the structure to demonstrate the techniques and materials needed to mitigate the structure for a variety of local hazards. (eg. flooding, fire, earthquake). The project would demonstrate the benefits of:

- Flood and Earthquake retrofitting.
- Creating flood storage that could also serve to provide water quality improvements and enhancement for wildlife habitat.
- Moving and/or floodproofing the structure would also include the development of flood storage on the property with the other benefits of improving water quality and enhancing wildlife habitat.
- Creating a wetlands restoration project that would include flood storage and the improvement of water quality and fish and wildlife habitat.

Demonstration Project Objectives:

- Create a permanent showcase, in the community, of a structure moving or being elevated out of the floodplain.
- Demonstrate earthquake proofing along with floodproofing techniques.
- Create flood storage, which incorporates water quality and wildlife habitat improvements.

**e. Develop long term partnerships**

The Johnson Creek watershed effort could benefit from the development of partnering with business and industries to sponsor programs and projects that directly affect their employees, customers and products. These partnerships could be long term with partners such as realtors, homebuilders, insurance companies and lending institutions.

- Workshops
- Town meetings
- Community Demonstration Sites
- Partnership Agreements

**Partnership Development Objectives:**

- Create partnerships with businesses and industries to implement best management practices.
- Educate employees about natural hazards and mitigation strategies.
- Solicit sponsorships from partners, for win-win projects.
- Gain input into jurisdictions planning and projects development and implementation.

**5. Geography:**

This application is the combined effort of two Multnomah County entities -- the East Multnomah County emergency management service area and the Johnson Creek watershed.

East Multnomah County generally includes those incorporated and unincorporated areas east of Interstate 205. See attached map.

The Johnson Creek Watershed area generally includes those portions of Multnomah County, the City of Portland and Clackamas County, which drain into Johnson creek. See attached map.

**6. Agreements:**

It is the intent of both sub-grantees named in the grant application, to reserve the right to apply funds to areas of the program where they will be most effective and have the greatest result. Determination is to be made by each program's coordinator and will be based on the degree of success and/or failure of the program elements and the degree of need, not on the budget draft submitted.

Matching funds for the federal grant will include, but will not necessarily be limited to the following:

- House supplied for the demonstration project in Johnson Creek.
- Salary and benefits paid by Multnomah County to employees of the County's Office of Emergency Management while engaged in Project Impact activities.
- Salary and benefits paid by the City of Portland to employees of the City while engaged in Project Impact activities.
- Salary and benefits paid to other individuals involved in the program, while engaged in Project Impact activities.

Multnomah County Finance Department has agreed to waive its usual and regular administrative fee as additional match.



MEETING DATE: June 28, 2001  
AGENDA NO: C-3  
ESTIMATED START TIME: 9:30 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** IGA with the State of Oregon to allow for Medicaid Administrative claiming.

**BOARD BRIEFING:**                      **DATE REQUESTED:** \_\_\_\_\_  
   **REQUESTED BY:** \_\_\_\_\_  
   **AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING:**                      **DATE REQUESTED:** Thursday, June 28, 2001  
   **AMOUNT OF TIME NEEDED:** N/A

**DEPARTMENT:** DCFS                      **DIVISION:** Operations and Support Serv.  
**CONTACT:** Wendy Lear or Mike Waddell                      **TELEPHONE #:** 503.988.3691, x22779  
   **BLDG/ROOM #:** 166/7

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_ Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Approval Of Intergovernmental Agreement With The State Of Oregon. Department Of Human Services, Office Of Medical Assistance Programs (OMAP) To Allow For Medicaid Administrative Claiming For The County's "Federal Financial Participation" Option.

*ad/zel/or originals to Kristi Lopez*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

(OR)

**DEPARTMENT MANAGER:** Lorenzo T. Poe, Jr.

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



Department of Community and Family Services

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**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: June 18, 2001

SUBJECT: IGA: Federal Financial Participation Briefing

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**I. Recommendation/Action Requested:** Approval of an Intergovernmental Agreement with the State of Oregon, Department of Human Services, Office of Medicaid Assistance Programs (OMAP)

**II. Background/Analysis:** This agreement replaces the original agreement approved by the Board on May 10, 2001 but not signed by the State. The State wished to modify the language from what was in the original agreement and therefore did not approve the original agreement. The attached agreement includes the State's modifications and the State is now requesting County review and approval of the agreement.

This agreement has been developed in coordination with the County's Federal Financial Participation" workgroup. If approved it will allow Multnomah County to use County general fund as match to recover federal Medicaid dollars, for administrative activities such as outreach, coordination, case planning, information and assessment, and assistance with the Medicaid eligibility process. We will measure and report current efforts of existing County staff who work with children or in a school setting in the provision of these reimbursable services. The initial effort will look at Touchstone and Family Resource Center staff. Caring Community, SUN, Student Attendance Initiative, and Family Center staff will be incorporated in the second time study, if appropriate.

**III. Financial Impact:** It is expected the initial effort may raise \$30,000 of new Federal Medicaid revenue per year. More expansive efforts, requiring the participation of Portland Public Schools and the other school districts in the County could allow the generation of much larger claims.

This additional revenue is not budgeted in the current fiscal year; this revenue is part of a larger estimate by DCFS in preparing its 2001-2002 budget submission of improved federal funding of departmental programs. This is the first of several matching plans to bring the Federal Financial Participation receipts up to the \$1.1 million revenue projected in the Department's 2001-2002 budget.

**IV. Legal Issues:** None

**V. Controversial Issues:** This does use County funds to draw down federal match, rather than State general funds. However, this is not the first matching-agreement of its kind for the County. The County is actively discussing other areas of cooperation with the State to allow generating federal funds out of existing County or County-State funded programs.

**VI. Link to Current County Policies:** Supports the Good Government Benchmark, by maximizing County resources and revenue. It is a cooperative effort among several County departments, the State and the regional Health Care Financing Administration (HCFA) office.

**VII. Citizen Participation:** None

**VIII. Other Government Participation:** Three State agencies (the Office of the Oregon Health Plan Policy and Research, the Medicaid Agency, and the Department of Human Services) have participated in the development and implementation of this project, as they have participated in the County / State Federal Financial Participation Project.

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedure CON-1)

Contract #: **0110886**

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

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>06-28-01</u> DEB BOGSTAD, BOARD CLERK</b>

Department:	<u>Community and Family Services</u>	Division:	<u>Director's Office</u>	Date:	<u>June 18, 2001</u>
Originator:	<u>Wendy Lear</u>	Phone:	<u>X 28661</u>	Bldg/Rm:	<u>166/7</u>
Contact:	<u>Patty Doyle</u>	Phone:	<u>X 24418</u>	Bldg/Rm:	<u>166/7</u>

**Description of Contract:** Utilizing County staff and resources, the County will provide Medical Assistance related to administrative activities that support the administration of the Title XIX Medicaid State Plan. Services may be subcontracted to school districts located in Multnomah County that have been pre-approved by OMAP. Administrative services included but are not limited to outreach, coordination, case planning information, assessment, and assistance with eligibility process for children and families.

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

Contractor <b>State Of Oregon, Office of Medical Assistance Program, (OMAP)</b>	
Address <b>500 Summer Street, Third Floor Salem, OR 97301</b>	Remittance Address (If different)
Phone <b>(503) 945-5600</b>	Payment Schedule / Terms
Employer ID# or SS#	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date <b>Upon Execution</b>	<input checked="" type="checkbox"/> Quarterly \$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date <b>June 30, 2001</b>	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$ <b>30,000</b>	
Total Amt of Previous Amendments \$ <b>-0-</b>	<input type="checkbox"/> Requirements \$
Amount of Amendment \$ <b>-0-</b>	
Total Amount of Agreement \$ <b>30,000</b>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

**REQUIRED SIGNATURES**

Department Manager	<u>Lolenz Poe</u>	DATE	<u>6/21/01</u>
Purchasing Manager		DATE	
County Counsel	<u>Katie Gault</u>	DATE	<u>6/21/01</u>
County Chair	<u>Cecilia</u>	DATE	<u>6-28-01</u>
Sheriff		DATE	
Contract Administration		DATE	

Customer Number **200656**

DEPT REFERENCE



# Oregon

John A. Kitzhaber, M.D., Governor

## Department of Human Services

Administrative Services

*Contracts and Procurement Unit*

500 Summer Street NE, E03

Salem, OR 97301-1080

(503) 945-5818

Purchasing Fax (503) 373-7365

Contracts Fax (503) 373-7889

TTY (503) 945-5928

**Agreement #99040**

Mult. Co. #0110886

### INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Human Services, Office of Medical Assistance Programs (OMAP), hereinafter called "**DHS**", and

#### MULTNOMAH COUNTY

hereinafter called "**COUNTY**."

- I. EFFECTIVE DATE and DURATION.** This Agreement shall become effective on the date this Agreement has been signed by every party hereto or on April 1, 2001, whichever date is later. Unless terminated or extended, this Agreement shall expire when DHS accepts COUNTY'S completed performance or on June 30, 2001, whichever date occurs first.
- II. BACKGROUND.** DHS and COUNTY intend to improve health services access and availability for Medical Assistance children and families residing in the geographic area of Multnomah County. The program will utilize staff and resources of the COUNTY to provide outreach, health care coordination, and other Medical Assistance related administrative activities that support the administration of the Title XIX Medicaid State Plan.
- III. STATEMENT OF WORK.** COUNTY shall directly and through sub-agreements with individual school districts (District), approved by DHS, provide Title XIX administrative activities including but not limited to outreach, coordination, case planning information, assessment, and assistance with eligibility process for children and families.
  - A. COUNTY also agrees to:**
    1. Maintain a list of each individual and the position identified as performing activities under this Agreement, percent of time allocated to each individual for these activities, and the salary and other personnel expenses (OPE) for each individual.
    2. Upon request from DHS or Federal Officials, make available all records that support the quarterly claim, including position details, cost information, time study results and any other applicable information.

*"Assisting People to Become Independent, Healthy and Safe"*

An Equal Opportunity Employer

3. Reimburse DHS for the state match portion of costs attributable to the performance of the activities covered by this Agreement, plus any other administrative costs deemed appropriate by both parties.
4. Obtain DHS's approval of any sub-agreement negotiated with the school districts for the purpose of carrying out this Agreement.
5. Monitor sub-agreement as necessary to assure the activities and costs being claimed are reasonable and related to the purpose of this Agreement.
6. Be financially responsible for the final amount of any federal disallowance as a result of unsupportable claims under this Agreement.
7. Claim indirect costs of the School Districts and COUNTY at indirect cost rates approved by the Federal Department of Education or its delegate.
8. Assure that Medical Assistance eligible children and families receiving assistance under this Agreement are free to accept or reject Medical Assistance services and/or to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the health plan by DHS.
9. Certify that all claims will be in accordance with OMB Circular A-87, the State Medical Assistance Plan , and all Federally approved cost allocation plans. The administrative activities must be directly related to the administration of the State's Title XIX Plans for FFP to be available.
10. COUNTY agrees to provide sufficient training on the implementation of the time study and activity codes to ensure claims are paid only for allowable administrative activities.
11. COUNTY agrees to utilize the specific activity codes and methodology approved by DHS and HCFA for claiming administrative costs.

**B. DHS agrees to:**

1. Assist the COUNTY in the review and approval of the sub-agreement to carry out this Agreement.
2. Provide technical assistance in the identification of allowable activities under this Agreement.
3. Provide annually the Medical Assistance eligible percentage of school age children in Multnomah County.
4. Assist the COUNTY in resolving any federal compliance or fiscal issues.

#### **IV. CONSIDERATION**

- A.** Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum sum of \$30,000.00 including any travel and other expenses when noted below.
- B.** COUNTY shall bill DHS quarterly, in arrears, not to exceed the sum of \$30,000.00 in any quarter for the total costs incurred under this Agreement. COUNTY will provide a detailed statement showing the costs attributable to each position and/or sub-agreement for salaries, OPE, other expenses, and the amount of indirect cost for each school district.
- C.** COUNTY shall not submit billing and DHS will not pay, any amount in excess of the maximum compensation set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before COUNTY performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.
- D.** COUNTY shall reimburse DHS quarterly for the non-federal match portion which is equal to 50% of the amount billed by the COUNTY. Itemized billings will be sent to DHS's supervising representative:

Bev Castor  
Office of Medical Assistance Programs  
500 Summer Street, 3rd Floor  
Salem, OR 97301

- E.** DHS will reimburse the COUNTY in arrears on a quarterly basis. COUNTY may bill DHS for one (1) quarter during the term of this Agreement.

#### **V. DESIGNATED LIAISONS.** Liaisons for the term of this Agreement shall be as follows, all correspondence or notices shall be directed to their attention:

DHS:            Bev Castor

COUNTY:       Wendy Lear

#### **VI. TERMINATION**

- A.** This Agreement may be terminated by mutual consent of both parties, or by DHS upon 30 days notice, in writing, and delivered by certified mail or in person.
- B.** In addition, DHS may terminate this Agreement, in whole or in part, effective upon delivery of written notice to the COUNTY, or at such later date as may be established by DHS, under any of the following conditions:

1. If DHS funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified or terminated to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
3. If any license or certification required by law or regulation to be held by the COUNTY to provide the services required by this Agreement is for any reason denied, revoked, suspended, or not renewed.

Any such termination of this Agreement shall be without prejudice to any obligations or liabilities or either party already accrued prior to such termination.

C. DHS by written notice of default (including breach of Agreement) may terminate the whole or any part of this Agreement if:

1. If COUNTY fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
2. If COUNTY fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from DHS, fails to correct such failures within 10 calendar days or such longer period as DHS may authorize.

The rights and remedies of DHS provided in the above clause related to default (including breach of Agreement) by the COUNTY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**VII. AMENDMENTS.** Except for termination under Section VI above, the terms of this Agreement shall not be waived, altered, modified, supplemented in any manner whatsoever, except by written instrument signed by the parties.

**VIII. SUBCONTRACTS AND ASSIGNMENT.** COUNTY shall not enter into any subcontracts for any of the work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without the prior consent of DHS.



## **IX. CONFIDENTIALITY**

- A.** All information as to personal facts and circumstances obtained by the COUNTY on clients shall be treated as privileged communication, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form which does not identify particular individuals.
- B.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. DHS, the COUNTY and subcontractor will share information as necessary to effectively serve agency clients.

- X. INDEMNITY.** COUNTY shall defend, save, hold harmless, and indemnify the State of Oregon and DHS, its officers, employees, agents, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the negligent activities or omissions of the COUNTY, its officers, employees, subcontractors, or agents under this Agreement.

DHS, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution article XI, Section 7, shall defend, save, hold harmless, and indemnify COUNTY, its officers, employees, agents, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the negligent activities or omissions of DHS, its officers, employees, subcontractors, or agents under this Agreement. DHS shall not be required to indemnify or defend the COUNTY for any liability arising out of the wrongful acts of officers, employees, subcontractors or agents of the COUNTY.

- XI. MERGER CLAUSE.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. PARTIES, BY THE SIGNATURE BELOW OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**CERTIFICATION OF COUNTY:** COUNTY certifies, by its signature below, that for purposes of 42 CFR 433.51 the funds transferred to DHS pursuant to this Agreement are public funds that are not Federal funds, or are Federal funds authorized by Federal law to be used to match other Federal funds.

**XII. SIGNATURES**

**APPROVED:**

  
\_\_\_\_\_  
Diane M. Linn, Multnomah County Chair

6.28.01  
Date

\_\_\_\_\_  
Office of Medical Assistance Programs  
Department of Human Services

\_\_\_\_\_  
Date

**APPROVED as to LEGAL SUFFICIENCY:**


N/A < \$75,000  
\_\_\_\_\_  
Oregon Department of Justice

\_\_\_\_\_  
Date

**REVIEWED BY:**

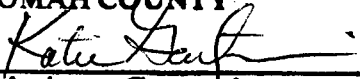
\_\_\_\_\_  
OMAP Program and Policy

\_\_\_\_\_  
Date

\_\_\_\_\_  
DHS Contracts Coordinator  
  
\_\_\_\_\_  
Multnomah County, Department of Community and Family Services  
Director

\_\_\_\_\_  
Date  
6/21/01

**THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY**

Reviewed By:   
\_\_\_\_\_  
Assistant County Attorney

6/21/01  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 06.28.01  
DEB BOGSTAD, BOARD CLERK

MEETING DATE: JUN 28 2001  
AGENDA NO: C4  
ESTIMATED START TIME: 9:30  
LOCATION: \_\_\_\_\_

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement/Revenue Agreement with the City of Portland for SUN School Services. Total of Agreement is \$294,750.

**BOARD BRIEFING:** **DATE REQUESTED:** \_\_\_\_\_  
**REQUESTED BY:** \_\_\_\_\_  
**AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING:** **DATE REQUESTED:** \_\_\_\_\_ **next available**  
**AMOUNT OF TIME NEEDED:** \_\_\_\_\_ **consent**

**DEPARTMENT:** Community and Family Services **DIVISION:** Community Programs and Partnerships

**CONTACT:** Lorenzo Poe **TELEPHONE #:** (503) 988-3691,  
**BLDG/ROOM #:** 1667

**PERSON(S) MAKING PRESENTATION:** \_\_\_\_\_ **n/a**

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

**Intergovernmental Agreement/Revenue Agreement with the City of Portland for SUN School Services.**

06/28/01 originals to Keistie Lopez

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_  
**(OR)**

**DEPARTMENT MANAGER:** Lorenzo Poe

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

01 JUN 19 01 7:38  
MULTNOMAH COUNTY  
CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 988-3691  
FAX (503) 988-3379  
TDD (503) 988-3598

TO: Board of County Commissioners

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

DATE: June 11, 2001

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland, SUN Schools Funding

**I. Recommendation/Retroactive Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement with the City of Portland beginning July 1, 2001. Funding will be used for provider support for the SUN Schools initiative.

**II. Background/Analysis:** The Schools Uniting Neighborhoods (SUN) project is a partnership between the Oregon Department of Human Services, the City of Portland, Portland Public Schools, Multnomah County - (Department of Community and Family Services and Department of Health), and Multnomah Education Service District. The primary outcome will be to increase academic achievement by integrating community services and activities with students' education.

**III. Financial Impact:** This revenue agreement is for up to \$294,750.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** SUN programs directly support County encouragement of community development and local neighborhood control and involvement.

**VII. Citizen Participation:** An essential component of the SUN project is the involvement of youth, their families and others in the community in the design, leadership, and participation in the program.

**VIII. Other Government Participation:** The SUN project is a partnership between the Multnomah County - (Department of Community and Family Services and Department of Health), the City of Portland, Portland Public Schools, Oregon Department of Human Services, and Multnomah Education Service District.



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**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: June 11, 2001

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland, SUN Schools Funding

---

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**VIII. Other Government Participation:** The SUN project is a partnership between the Multnomah County - (Department of Community and Family Services and Department of Health), the City of Portland, Portland Public Schools, Oregon Department of Human Services, and Multnomah Education Service District.

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedure CON-1)

Contract #: 0110887

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

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-4</u> DATE <u>06-28-01</u>                      DEB BOGSTAD, BOARD CLERK                 </div>

Department: <u>Community and Family Services</u>	Division: <u>Director's Office</u>	Date: <u>June 11, 2001</u>
Originator: <u>Diana Hall</u>	Phone: <u>84222</u>	Bldg/Rm: <u>166/2</u>
Contact: <u>Dana Jean Maginn</u>	Phone: <u>22583</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Revenue agreement for the Support of the SUN Schools program.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>0110878</u>
RFP/BID: <u>N/A IGA</u>	RFP/BID DATE: _____
EXEMPTION	EXEMPTION EXPIRATION _____ ORS/AR _____
#/DATE: _____	DATE: _____ # _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>City of Portland, Bureau of Parks and Recreation</u> Address <u>1120 SW Fifth Ave</u> <u>Portland OR 97204</u> Phone <u>503-823-5476</u> Employer ID# or SS# <u>93-6002236</u> Effective Date <u>July 1, 2001</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ <u>294,750</u> Total Amt of Previous Amendments \$ <u>0</u> Amount of Amendment \$ <u>0</u> Total Amount of Agreement \$ <u>294,750</u>	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input checked="" type="checkbox"/> Lump Sum \$ <u>150,000</u> <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>144,750</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe</u>	DATE <u>6/12/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Kate Guter</u>	DATE <u>6/14/01</u>
County Chair <u>Chris J</u>	DATE <u>6.28.01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

SAP VENDOR CODE 200187						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

## INTERGOVERNMENTAL AGREEMENT

This is an Agreement between CITY OF PORTLAND (CITY) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

### PURPOSE:

The purpose of this agreement is to fulfill a shared vision for both COUNTY and CITY.

The goals of SUN are:

- Educational Success. Education is the primary responsibility of the schools, and extended-day programs provide new opportunities to motivate, enrich, and support student learning.
- Support Healthy Physical, Social, and Emotional Development. Many considerations effect the quality of young people's education, including social, health and emotional concerns. Comprehensive models address these concerns.
- Coordinate Learning With Regular School Day. Bridges between the extended program and the regular school curriculum can help raise academic achievement. The extended learning school curriculum should be challenging, fun, and reflect diverse strengths and interests.
- Involve Families. Involving families as decision-makers, volunteers, and participants in activities with their children and other adults is vital to success.
- Involve The Community. All community members should have the opportunity to play a role in the Community Schools model.
- Involve Youth in Meaningful Roles. Youth are involved as resources in the provision of change versus being seen as the objects of the planning of change.
- Improve Use of Public Facilities and Services. Making public sites more accessible for community utilization.
- Improve the System of Collaboration among School Districts, government, community-based agencies, families, citizens, business/corporate leaders. SUN Schools embraces the principle of involving and working together with everybody in the community.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2001 to June 30, 2002. This agreement may be renewed.
2. **RESPONSIBILITIES OF CITY.** The CITY agrees to:
  - A. Fund the following services:
    - Out-of-school hours enrichment, homework help and recreational activities for youth;
    - Family empowerment or involvement programs;
    - Food and transportation for participants in out-of-school hours programming;
    - Coordination services for building and program management and collaboration; and
    - Program evaluation, including the expenses of an outside evaluator.
  - B. Lisa Turpel as the designated person for the position of CITY's Project Manager. If Lisa is unable to perform in this capacity such other person shall be designated in writing by the CITY's Parks Director. An express condition precedent to the CITY's obligation to pay as provided in this Agreement is that the CITY's Project Manager shall have reviewed and approved the overall program budget and the individual SUN School budgets.

- D. Allow the COUNTY, when appropriate, to acknowledge the CITY on all official SUN School materials and publications. These materials and publications shall directly acknowledge the CITY, Commissioner Francesconi and Portland Parks and Recreation.
- E. To pay COUNTY the amount of \$294,750 upon receipt of an invoice and program report, in support of the SUN School Initiative. Payment terms are \$150,000 to be paid upon receipt of the first narrative and fiscal reports and the annual budgets with narratives. Two subsequent payments of \$75,000 and \$69,750, respectively, each will be disbursed upon the receipt of the second and third narrative and fiscal reports. Reporting dates are reflected below in Section 3.C.

**3. RESPONSIBILITIES OF COUNTY.** The County agrees to:

- A. Pay no more than 25% of CITY's contribution for administrative expenses, including personnel.
- B. Oversee its subcontractors budgets for compliance with the Key Components/Best Practices of Community Learning Centers/After-School Programs (Attachment I to this Agreement).
- C. Submit written narrative progress reports, detailing activities and accomplishments, and fiscal reports as listed below. Report periods and due dates are as follows:

*Report period:*

July 1, 2001 to December 31, 2001  
 January 1, 2002 to March 31, 2002  
 April 1, 2002 to June 30, 2002

*Due Date:*

January 31, 2002  
 April 30, 2002  
 August 1, 2002

- D. Include Portland Parks and Recreation Community School Coordinator or partners as part of the operating team for the SUN School program at the school site, when appropriate, along with the co-manager and the school principal.
- E. Use the CITY's contribution only to supplement existing resources and programs. No part of the City's contribution shall be used to replace pre-existing personnel or programs.
- F. Acknowledge the CITY, when appropriate, on all official SUN School materials and publications. These materials and publications shall directly acknowledge the CITY, Commissioner Francesconi and Portland Parks and Recreation.

**4. TERMINATION** This agreement may be terminated by either party upon thirty (30) days written notice.

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



Claims Act, ORS 30.260 through 30.300 CITY shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CITY its officers, employees and agents in the performance of this agreement.

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

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

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

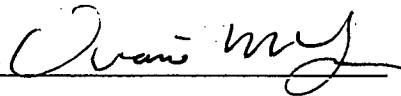
9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By 

By \_\_\_\_\_

Diane M. Linn

Title Multnomah County Chair

Title \_\_\_\_\_

BY   
Director, Dept of Community & Family Svcs

6/12/01  
Date

Reviewed:

Approved as to form:

  
TOM SPENSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 06-28-01  
DEB BOGSTAD, BOARD CLERK

**KEY COMPONENTS /BEST PRACTICES  
of  
COMMUNITY LEARNING CENTERS/AFTER SCHOOL PROGRAMS**

- School-based programs
- Programs spanning the entire year including weekends and summers as appropriate
- Strong program integration/coordination at site
- Structure programs to create strong bond with youth, parents and community
- Partnership with wide variety of program options
- Provide holistic programming that ensures student, community and family centered activities
- Establish programs that minimize travel requirements
- Address cultural and language barriers
- Establish realistic plan for evaluation
- Establish and implement focus on goals of program (This a broad based to include total program of which asset evaluation is a component)
- Develop a solid organization structure
- Provide effective management while meeting legal requirements
- Emphasize importance of site level management (vs. central management) including an advisory committee consisting of students, family members, staff of school, principal, lead agency representative, Community School Coordinator (if applicable) Health Clinic or services representative (if applicable), Neighborhood association representative, business representative and others.
- Select and retain qualified staff and provide appropriate staff development
- Use volunteers who would enhance program without compromising overall program quality.
- Emphasize appropriate staff to participant ratios (high staff: low participant)
- Work to create climate that is safe and meets nutritional needs for school aged youth
- Youth and families involved in appropriate phases of the program development
- Coordination and linkages between all components of SUN schools
- Comprehensive evaluation

Schools Uniting Neighborhoods  
**SITE ANNUAL PLAN: 2000-2001**

Attachment II

School \_\_\_\_\_

<b>ISSUES</b> <b>(Assets/Needs)</b>	<b>STRATEGIES</b> <b>(Best Practices/Trial Strategies)</b>	<b>INPUT/BUDGET</b>
What are the key issues?	What proven and/or trial strategies will be used?	What & Who will help? (Budget & Partnership)

Schools Uniting Neighborhoods  
**SITE ANNUAL PLAN: 2000-2001**

Attachment III

School \_\_\_\_\_

OUTPUT PROJECTED	OUTPUT ACTUAL	CHANGE OUTCOMES (Interim)	QUARTERLY OUTCOMES ACTUAL	RELATIONSHIP TO SUN GOAL(S)
#	#	What change is expected this year?	What actually occurred?	Which goal does this strategy relate to?
	1 <sup>st</sup> Quarter		1 <sup>st</sup> Quarter	
	2 <sup>nd</sup> Quarter		2 <sup>nd</sup> Quarter	
	3 <sup>rd</sup> Quarter		3 <sup>rd</sup> Quarter	
	4 <sup>th</sup> Quarter		4 <sup>th</sup> Quarter	

Principal \_\_\_\_\_

Co-Manager \_\_\_\_\_

Lead Agency \_\_\_\_\_

# **SCHOOLS UNITING NEIGHBORHOODS**

## **Progress Report**

Lead Agency \_\_\_\_\_ School \_\_\_\_\_

Contract Number \_\_\_\_\_

Reporting Period \_\_\_\_\_ through \_\_\_\_\_

### **ADDITIONAL ACTIVITIES IN THIS PERIOD:**

### **ADDITIONAL RESULTS TO DATE:**

### **PROBLEMS/OBSTACLES/BARRIERS:**

### **ADDITIONAL PLANNED ACTIVITIES FOR NEXT REPORTING PERIOD:**

### **(OPTIONAL)**

Did you raise other resources for SUN during this period? If so, how much and from whom?

Did you utilize volunteers during this period? How many? How many hours did they contribute?

Do you have any great stories to share from this period?

Please attach examples of materials (flyers, posters, handbooks, etc.) that were created in this period.

# SCHOOLS UNITING NEIGHBORHOODS

## Expenditure Progress Report

Lead Agency \_\_\_\_\_ School \_\_\_\_\_

Contract Number \_\_\_\_\_

Reporting Period \_\_\_\_\_ through \_\_\_\_\_

EXPENDITURES	ANNUAL SUN BUDGET	EXPENDITURES FOR PERIOD	YEAR TO DATE	% OF ANNUAL BUDGET EXPENDED TO DATE
<b>PERSONNEL</b>				
SALARIES & WAGES				
TAXES & BENEFITS				
SUBTOTAL PERSONNEL				
<b>SERVICES &amp; SUPPLIES</b>				
COMMUNICATIONS				
PROFESSIONAL SERVICES/ SUBCONTRACT				
EDUCATION & TRAINING				
LOCAL TRAVEL/MILEAGE				
INSURANCE				
OCCUPANCY				
OFFICE SUPPLIES				
POSTAGE				
PRINTING				
INDIRECT EXPENSES (PLEASE DETAIL)				
OTHER (PLEASE LIST)				
<b>TOTAL EXPENDITURES</b>				

I certify that this statement of expenditures is accurate to the best of my knowledge

\_\_\_\_\_  
Name of Project Director\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Name of Project Director\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

All reports should be mailed to the attention of Diana Hall at the Schools Uniting Neighborhoods Initiative, 421 SW 6<sup>th</sup>, Suite 700, Portland, OR 97204

**SCHOOLS UNITING NEIGHBORHOODS**  
**Key Personnel Report**

Attachment VI

Lead Agency \_\_\_\_\_ School \_\_\_\_\_

Contract Number \_\_\_\_\_

Reporting Period \_\_\_\_\_ through \_\_\_\_\_

Name	Title	Total Annual Salary	Fringe Benefits	% Time on Grant	Expenditures for Period
		\$	\$	%	\$
Total		\$	\$	%	\$

All reports should be mailed to the attention of Diana Hall at the Schools Uniting Neighborhoods Initiative,  
421 SW 6<sup>th</sup>, Suite 700, Portland, OR 97204

Meeting Date: JUN 28 2001  
Agenda No: C-51  
Estimated Start Time: 9:30

(Above Space For Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**Subject:** Amendment to U.S. Housing and Urban Development Revenue Agreement #0010718 transferring responsibility of Supportive Housing Program Project #16ORB901006 and conditionally approved Project # OR16B001006 from Multnomah County to the City of Portland.

**Board Briefing:**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount Of Time Needed: \_\_\_\_\_

**Regular Meeting:**

Date Requested: Next Available  
Amount Of Time Needed: Consent Agenda

Department: Community and Family Services Division: Community Programs and Partnership

Contact: Lorenzo Poe/Mary Li

Telephone #: 503.988.3691  
Bldg/Room #: 166/7

Person(s) Making Presentation: \_\_\_\_\_

**Action Requested:**

[ ] Informational Only [ ] Policy Direction [X] Approval [ ] Other

**Suggested Agenda Title:**

Amendment to U.S. Housing and Urban Development Supportive Housing Program Project #16OR901006 and conditionally approved Project #OR16B001006.

*all 2001 originals to Keistie Lo Presti*

**Signatures Required:**

Elected Official: \_\_\_\_\_

(Or)

Department Manager: Lorenzo T. Poe, Jr.

*Lorenzo Poe Jr.*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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





Department of Community and Family Services

**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: June 11, 2001

SUBJECT: Amendment to US Housing and Urban Development (HUD) Homeless Adult Revenue Agreement #0010718

**I. Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioners approval of the attached amendment to the HUD revenue agreement effective 12:01 AM July 1, 2001 and terminating midnight June 30, 2001.

**II. Background/Analysis:** Effective July 1, 2000 Multnomah County was awarded \$333,100 from HUD for Project # OR16B901006. This award funds homeless adult services and is effective through June 30, 2003. Additionally on December 23, 2000, Multnomah County was conditionally awarded \$355,997 for Project #OR16B001006. This Project is a renewal of an award expiring October 31, 2001. The final approval of this award is pending receipt and acceptance of a technical submission from the Recipient. The Department of Community and Family Services, Division of Community Programs and Partnerships wishes to transfer all responsibility for Project # OR 16B901006 and conditionally approved OR16B001006 from Multnomah County (County) to the City of Portland (City). The reasons for the transfer of responsibility are:

- 1) The City is better suited to manage and administer the grants because it currently coordinates the system of services to homeless single adults; and
- 2) The City has direct contracts with service agencies whereas the County must go through an intermediary office.

**III. Financial Impact:** If this amendment is approved, the City will receive directly from HUD, the unspent fund balance, as of June 30, 2001, remaining on Project #OR16B901006, and the revenue from conditionally approved Project #OR16B001006. The estimated total is \$580,065. Grants administration allowance is approximately five-percent.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The transfer of these awards is consistent with the County/City agreement that the City is responsible for the provision of homeless adult services and the County is responsible for the provision of domestic violence services.

**VII. Citizen Participation:** Citizens provide input through participation in the Commission of Children, Youth and Families.

**VIII. Other Government Participation:** This amendment has been pre-negotiated by the County, City and HUD.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0010718

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

Amendment #: 1

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>6-28-01</u></p> <p>DEB BOGSTAD, BOARD CLERK</p>

Department: <u>Community and Family Services</u>	Division: <u>Community Programs and Partnership</u>	Date: <u>June 11, 2001</u>
Originator: <u>Barbara Hershey</u>	Phone: <u>X 26323</u>	Bldg/Rm: <u>166/2</u>
Contact: <u>Patty Doyle</u>	Phone: <u>X 24418</u>	Bldg/Rm: <u>166/7</u>

Description of Contract: **Transfers responsibility for grant number OR16B901006 and conditionally approved grant #OR16B001006 from Multnomah County to the City of Portland**

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

Contractor <u>US Department of housing and Urban Development</u>	Remittance Address
Address <u>400 SW 6th Avenue, Suite 700</u>	(If different)
<u>Portland, OR 97204</u>	
Phone <u>503.326.7016</u>	Payment Schedule / Terms
Employer ID# or SS# <u>N/A</u>	<input type="checkbox"/> Lump Sum \$ <u>                    </u> <input type="checkbox"/> Due on Receipt
Effective Date <u>(of transfer to City) 12:01 AM July 1, 2001</u>	<input type="checkbox"/> Monthly \$ <u>                    </u> <input type="checkbox"/> Net 30
Termination Date <u>Midnight June 30, 2001</u>	<input type="checkbox"/> Other \$ <u>                    </u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>336,100</u>	
Total Amt of Previous Amendments \$ <u>-0-</u>	<input type="checkbox"/> Requirements \$ <u>                    </u>
Amount of Amendment \$ <u>-0-</u>	
Total Amount of Agreement \$ <u>336,100</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

## REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe mbs</u>	DATE <u>6/11/01</u>
Purchasing Manager <u>Katie Guff</u>	DATE <u>6/14/01</u>
County Attorney <u>Craig J</u>	DATE <u>6-28-01</u>
County Chair	DATE
Sheriff	DATE
Contract Administration	DATE

MIDAS Customer Code <u>300071</u>						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

GRANT AMENDMENT  
Supportive Housing Program (SHP)  
Project Numbers: OR16B901006, OR16B001006  
Grantee: Multnomah County

This Agreement is made this third day of April, 2001, by and between the United States Department of Housing and Urban Development (HUD), Multnomah County (the Recipient), and the City of Portland (the Substitute Grantee).

RECITALS

1. HUD and the Recipient entered into a Grant Agreement on April 6, 2000 for project number OR16B901006 located in Multnomah County, Oregon (the Grant Agreement). Under the terms of the Grant Agreement, Recipient received a grant from HUD in the amount of \$336,100, to be used to carry out the project described in the Grant Agreement over a three-year period. The term of that Grant Agreement will end June 30, 2003.
2. The Recipient applied for renewal of expiring Supportive Housing Program grant number OR16B970508 which expires October 31, 2001. The application was conditionally awarded \$355,997 on December 23, 2000 in the form of grant number OR16B001006. The final award is pending receipt and acceptance of a technical submission from the Recipient.
3. Recipient desires to transfer all responsibility for grant number OR16B901006, and conditionally approved OR16B001006, from the Recipient to the Substitute Grantee. The reasons for the change are: 1) the City is better suited to manage and administer the grants because it currently coordinates the system of services to homeless single adults; and 2) The City has direct contacts with servicing agencies whereas the County must go through an intermediary office.
4. HUD has reviewed the initial applications and the proposed changes and has determined that, with the changes, the applications' ranking would have been high enough to have been competitively selected in the year the applications were initially selected.
5. The need for the assistance for homeless persons continues within the jurisdiction within which the projects are located and the need for the projects continues.
6. HUD has reviewed the existing project, and the performance of the Recipient, and capabilities of the Substitute Grantee, and determined the existing project is worthy of continuation and will consider final approval of the conditional award upon receipt and acceptance of a technical submission from the Substitute Grantee.

7. HUD, the Recipient, and the Substitute Grantee, have agreed to amend the Grant Agreement and conditional award to transfer grantee responsibilities from the Recipient to the Substitute Grantee.

#### AGREEMENTS

1. The designated grantee for the Grant Agreement and conditional award are hereby changed from Multnomah County (the Recipient) to the City of Portland (the Substitute Grantee).
2. The effective date of the transfer of OR16B901006 is July 1, 2001. The effective date of transfer of the conditional award (OR16B001006) is the date of this Agreement.
3. All other provisions of the Grant Agreement for OR16B901006 and the application for conditionally approved grant number OR16B001006 remain unamended.

This agreement is hereby executed on behalf of the parties as shown on the following page.

UNITED STATES OF AMERICA  
Secretary of Housing and  
Urban Development

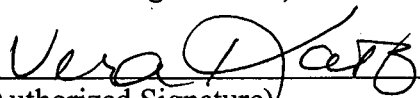
By:   
(Signature)

Director, Community Planning and Development  
(Title)

4/3/01  
(Date)

SUBSTITUTE GRANTEE

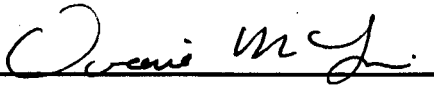
City of Portland  
(Name of Organization)

  
(Authorized Signature)

(Title)  
5/24/01  
(Date)

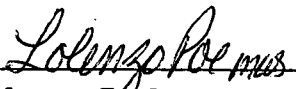
GRANTEE

Multnomah County  
(Organization)

  
**Diane M. Linn**

Multnomah County Chair  
(Title)

6.28.01  
(Date)

 6/14/01  
Lorenzo T. Poe Date  
Director, Community and Family Services

THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY

Reviewed By:  6/14/01  
Assistant County Attorney Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 06.28.01  
DEB BOGSTAD, BOARD CLERK

BUDGET MODIFICATION NO. HD4

(For Clerk's Use) Meeting Date

JUN 28 2001

Agenda No.

C-6

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT HealthDIVISION Neighborhood HealthCONTACT Debra NewtonTELEPHONE x26432\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Consuela SaragozaSUGGESTEDAGENDA TITLE

Approve an increase of \$250,000 in the Field Services budget in Neighborhood Health.

The increase is funded with State grant funds for the Nurse Family Partnership Program.

(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

Adds 2.5 FTE and \$250,000 to the Federal State Fund. These grant funds were received by DJS and are being passed to the Health Department to fund the Nurse Family Partnership team in North Portland.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Adds \$250,000 to the Federal State Fund and \$6,073 in indirect to the General Fund.

## 4. CONTINGENCY STATEMENTS (to be completed by Budget &amp; Quality)

Fund Contingency before this modification \_\_\_\_\_

Date

After this modification

Originated By

Kathy Funes

Date

6-8-01

Department Director

William Shirley

Date

6-8-01

Plan/Budget Analyst

Debra Newton

Date

6-19-01

Employee Services

Date

Board Approval

Wendy C. Bogstad

Date

6/28/01

01 JUN 20 AM 8:20  
CLERK OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

**PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. 44124**

**5. ANNUALIZED PERSONNEL CHANGES** (Compute on a full-year basis even though this is a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED	
			Increase	Fringe
		0	0	
		0	0	
		0	0	
		0	0	
		0	0	
0.00	TOTAL CHANGE (ANNUALIZED)	0	0	

**6. PERSONNEL DOLLAR CHANGES** (Calculate costs/savings that will should explain the actual dollar amounts.)

Permanent Positions, Temporary, Overtime, or Premium	CC	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT	
				Increase	Fringe
2.00	404700	6315 Community Health Nu	78,718	17,530	
0.25		9693 HAS	16,956	3,776	
0.25		6001 OA2	5,747	1,280	
			0	0	
			0	0	
2.50					
TOTAL CURRENT FISCAL YEAR CHANGES			101,421	22,586	

CHN	2	78718	17530	9309	105557
HAS	0.25	16956	3776	2790	23522
OA II	0.25	5747	1280	1856	

## TRANSACTION EB GM [ ]

TRANSACTION DATE

**ACCOUNTING PERIOD**

BUDGET FY

Document Number	Action	BA	Cost Center	WBS	Fund center	Fund	Cost Element	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		1505	404700		40-40	1505	60000			101,421		
		1505	407400		40-40	1505	60130			22,586		
		1505	407400		40-40	1505	60140			13,955	137,962	
		1505	407400		40-40	1505	60170			23,387		Professional Services
		1505	407400		40-40	1505	60180			540		Printing
		1505	407400		40-40	1505	60240			36,138		Supplies
		1505	407400		40-40	1505	60260			10,650		Education and Training
		1505	407400		40-40	1505	60270			2,000		Local Travel/Mileage
		1505	407400		40-40	1505	60350			20,243		indirect
		1505	407400		40-40	1505	60540			19,080		Bldg. Management
											250,000	
		1000			950000	1000				6,073		contingency
									0			
TOTAL EXPENDITURE CHANGE										256,073	387,962	

sum of dir+indir=250000

32150

0.1139465

269,080

83552

## REVENUE

TRANSACTION RB GM ( )

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	BA	Cost Center	WBS	Fund center	Fund	FM Cost Element	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		1505					50180			250,000		State General Fund
		1000					50310			6,073		
TOTAL REVENUE CHANGE										256,073		

Also: reduce SD180 state revenue in OCT \$250,000





# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN  
MARIA ROJO DE STEFFEY  
SERENA CRUZ  
LISA NAITO  
LONNIE ROBERTS

HEALTH DEPARTMENT  
BUSINESS SERVICES  
1120 SW FIFTH AVENUE, SUITE 1430  
PORTLAND, OR 97204  
PHONE (503) 988-3056

TO: Board of County Commissioners

FROM: Lillian Shirley

TODAY'S DATE: June 8, 2001

REQUESTED PLACEMENT DATE: June 21, 2001

SUBJECT: Health Budget Modification Number 4

---

**I. Recommendation / Action Requested:**

Approve an increase in the North Portland Field Team budget to cover the cost of developing a Nurse Family Partnership Team, AKA Olds, in North Portland. The source of the funding is state and an IDA has been signed with the Department of Community Justice. This action increases staff to provide services.

**II. Background / Analysis:**

The Nurse Family Partnership Team Program is a research based, best practices model that provides intensive, comprehensive, culturally competent home visitation services by CHNs to first time mothers, who are unmarried, and eligible for WIC services. Services start early in the mother's pregnancy and continue until the child's second birthday. There are proven short term and long term benefits to the mother and her children.

**III. Financial Impact:** Increase of \$250,000.

**IV. Legal Issues:** NA

**V. Controversial Issues:** NA

**VI. Link to Current County Policies:** NA

**VII. Citizen Participation:** NA

**VIII. Other Government Participation:** Department of Community Justice funding.

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

06/21/2001

(Date)

DEPARTMENT: HEALTHDIVISION: SupportCONTACT: DEBRA NEWTONPHONE: 26432

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD:

JOY BELCOURT

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

*stamp Outreach*  
 Approve an increase of \$74,000 in the Safenet budget in Support Services for the Food Bank Program. This increase is funded with State grant dollars from Adult and family Services.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?]

[ ] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

*stamp outreach*  
 Adds \$74,000 for the food bank program. Funding is provided by Adult and Family Services and supports an Health Information Specialist.

01 JUN 20 AM 8 20  
 MULTNOMAH COUNTY  
 OREGON

## 3. REVENUE IMPACT: [Explain revenues being changed and reason for the change]

Increase IGA Direct State	\$74,000
Increase IGA Fed thru State	
Increase Nongovernment Grants	
Increase CGF Indirect Support	\$9,516
Increase Svs Reim F/S to General Fund	

TOTAL \$83,516

## 4. CONTINGENCY STATUS [To Be Completed by Budget &amp; Planning]

\_\_\_\_\_  
 (Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of \_\_\_\_\_): \$ \_\_\_\_\_  
 AFTER THIS MODIFICATION: \$ \_\_\_\_\_

Originated By:

Date:

Department Director:

Date:

*Kathy Innes DN**6-18-01**William Shirley / ay**6-8-01*

Plan / Budget Analyst:

Date:

Employee Services:

Date:

*W. Shirley**6-18-01*

Board Approval:

Date:

*Deborah C. Boster**06/28/01*

BUDGET MODIFICATION: HD 8

5. ANNUALIZED PERSONNEL CHANGE

Change on a full year basis even though this action affects only a part of the fiscal year (FY).

							ANNUALIZED			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL ANNUALIZED CHANGES						0.00	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

							CURRENT YEAR			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	408420			HIS 1	6019	1.00	28,606	6,371	2,903	37,880
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
										0
TOTAL CURRENT FY CHANGES						1.00	28,606	6,371	2,903	37,880

**BUDGET MODIFICATION: # 08**  
**EXPENDITURES & REVENUES**

Budget Fiscal Year: 00/01

Please show an increase in revenue as a negative value and a decrease as a positive value for consistency with MERLIN.

Line No.	Fund Center	Fund Code	Internal Order	Accounting Unit		Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Cost Center	WBS Element						
1	40-80	1505			4CA11-4	50180	0		(74,000)		Oregon Adult & Family Services
2	40-80	1505			4CA11-4	60000			28,606		Permanent personnel
3	40-80	1505			4CA11-4	60100			3,245		Temporary personnel
4	40-80	1505			4CA11-4	60130			2,903		Salary-related expense
5	40-80	1505			4CA11-4	60140			6,371		Insurance benefits
6	40-80	1505			4CA11-4	60140			15,755		Professional services
7	40-80	1505			4CA11-4	60240			5,899		Supplies
8	40-80	1505			4CA11-4	60270			1,705		Local travel/Mileage
9	40-80	1505			4CA11-4	60350			9,516		Indirect @12.86%
13										0	
14											
15		1000		9500001000					9,516		contingency
16		1000				50310			(9,516)		serv reimburs rev
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
									0	0	TOTAL



# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN  
MARIA ROJO DE STEFFEY  
SERENA CRUZ  
LISA NAITO  
LONNIE ROBERTS

HEALTH DEPARTMENT  
BUSINESS SERVICES  
1120 SW FIFTH AVENUE, SUITE 1430  
PORTLAND, OR 97204  
PHONE (503) 988-3056

TO: Board of County Commissioners

FROM: Lillian Shirley

TODAY'S DATE: June 13, 2001

REQUESTED PLACEMENT DATE: June 28, 2001

SUBJECT: Health Budget Modification Number 8

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**I. Recommendation / Action Requested:**

Approve an increase of \$74,000.00 in the Safenet budget is Support Services for the Food Stamp Outreach Program. This increase is funded with State grant dollars from Adult and Family Services.

**II. Background / Analysis:**

Adds \$74,000.00 for the Food Stamp Outreach Program. Funding is provided by Adult and Family Services and supports a Health Information Specialist.

**III. Financial Impact:**

Adds \$74,000.00 to the Safenet budget for FY 00/01.

**IV. Legal Issues: NA**

**V. Controversial Issues: NA**

**VI. Link to Current County Policies: NA**

**VII. Citizen Participation: NA**

**VIII. Other Government Participation: NA**

MEETING DATE: JUN 28 2001  
AGENDA NO C-8  
ESTIMATED START TIME: 9:30  
LOCATION: BOARD ROOM 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approval of the Agreement for the Delegation of Funds between the State Housing and Community Services Department and Multnomah County, Department of Community and Family Services for the period July 1, 2001 through June 30, 2003. Estimated funding for the provision of services is \$6,534,217.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

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

DEPARTMENT: DCFS DIVISION: Community Programs and Partnerships

CONTACT: Lorenzo Poe/Mary Li TELEPHONE #: (503) 988-3691  
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: \_\_\_\_\_

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of the Agreement For the Delegation of Funds Between the State Housing and Community Services Department and the Multnomah County Department of Community and Family Services, Division of Community Programs and Partnerships

*all 2001 originals to Kristie Loretti*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)



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**MULTNOMAH COUNTY OREGON**

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

TO: Board of County Commissioners

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

DATE: June 17, 2001

SUBJECT: Approval of FY2001/03 State Housing and Community Services Department  
OMNIPLAN

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**I. Recommendation/Action Requested:** The Department of Community and Family Services (DCFS) is recommending Board of County Commissioner approval of the attached Agreement for the Delegation of Funds between DCFS and the Housing and Community Services Department (HCSD). This Agreement is for the period July 1, 2001 through June 30, 2003.

**II. Background/Analysis:** The OMNIPLAN is a consolidated work plan and budget submitted by DCFS to OHCS for the 2001-03 biennium. It has been approved by and is on file with OHCS. OHCS is contracting with Multnomah County, Department of Community and Family Services, Division of Community Programs and Partnerships to provide the following services:

- a) weatherization
- b) energy assistance
- c) homeless
- d) emergency food
- e) emergency housing, and
- f) housing stabilization.

**III. Financial Impact:** The HCSD approved the budget is approximately \$6,534,217. OHCS will provide funds from State and Federal sources to DCFS for program implementation and for administrative costs in accordance with the OMNIPLAN.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The funds received through this agreement support services directly linked to the reduction in the number of children in poverty in Multnomah County.

**VII. Citizen Participation:** There is citizen participation in the Multnomah Commission of Children, Youth and Families. This commission provides input to the Division of Community Programs and Partnerships regarding service planning.

**VIII. Other Government Participation:** Funding is used to provided services in the cities incorporated into Multnomah County.

(See Administrative Procedure CON-1)

Amendment #: -0-

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <b>APPROVED MULTNOMAH COUNTY</b> <b>BOARD OF COMMISSIONERS</b> <b>AGENDA # <u>C-8</u> DATE <u>06-28-01</u></b> <b>DEB BOGSTAD, BOARD CLERK</b>

Department:	Community and Family Services	Division:	Community Programs and Partnerships	Date:	June 18, 2001
Originator:	Peggy Samolinski	Phone:	X 24564	Bldg/Rm:	166/2
Contact:	Patty Doyle	Phone:	X 24418	Bldg/Rm:	166/7

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

Contractor	<b>Oregon Housing and Community Services</b>		
Address	<b>1600 State Street</b>	Remittance Address	_____
	<b>Salem, OR 97301-4246</b>	(If different)	_____
	<b>Fax: (503)986-2006</b>		
Phone	<b>(503) 986-2000</b>	Payment Schedule / Terms	
Employer ID# or SS#	_____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date	<b>July 1, 2001</b>	<input type="checkbox"/> Quarterly \$ <u>Invoice</u>	<input type="checkbox"/> Net 30
Termination Date	<b>June 30, 2003</b>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$	<b>Budget Submitted and Approved, Awaiting Appropriation</b>		
Total Amt of Previous Amendments \$	_____	<input type="checkbox"/> Requirements \$ _____	
Amount of Amendment \$	_____		
Total Amount of Agreement \$	_____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

Department Manager Tolenz, Joe  
Purchasing Manager Kate Sear  
County Counsel Joanne  
County Chair   
Sheriff   
Contract Administration

DATE 6/18/01  
DATE \_\_\_\_\_  
DATE 6/19/01  
DATE 06-28-01  
DATE \_\_\_\_\_  
DATE \_\_\_\_\_

Customer Code <b>300033</b>		
LINE #	F M Fund	Fund Management
01		
02		
03		



Contract No. 90271  
AGREEMENT FOR THE DELEGATION OF FUNDS

This Agreement is between the State of Oregon acting by and through its Housing and Community Services Department, hereinafter referred to as "OHCS", and

**Multnomah Community and Family Services**  
**421 SW 6th Ave**  
**Commonwealth Bldg., Suite 500**  
**Portland, OR 97204**

Hereinafter referred to as "SUBGRANTEE".

1. Term of Agreement

This Agreement covers the period July 1, 2001 through June 30, 2003; however, this Agreement is not effective until signed by OHCS and, when required, approved by the Department of Justice.

2. Contract Documents

This Agreement includes the following documents, which are, by this reference, incorporated herein:

General Provisions;

Exhibit A - Required Reports;

Exhibit B – Assurances;

Exhibit C – Compliance Requirements (Exhibit C consists of Exhibits C-1 through C-17 which contain the compliance requirements for the various programs, as applicable); and

OMNIPLAN (defined below).

The SUBGRANTEE agrees to the terms and conditions, assurances, and reporting and compliance requirements set forth in this Agreement (including but not limited to the OMNIPLAN and all applicable Exhibits).

3. Statement of Work

The term "OMNIPLAN" means the consolidated work plan and budget of SUBGRANTEE for the 2001-03 biennium, which has been approved by and is on file with OHCS, as it may be amended from time to time by Notice(s) of Adjustment or otherwise. The SUBGRANTEE shall perform all activities hereunder in accordance with the terms and conditions of this Agreement, including but not limited to OMNIPLAN, and in a manner satisfactory to OHCS.

4. Funding and Allocations

**Subject to funding availability** and any adjustment pursuant to Section 2(b) of the General Provisions, OHCS will provide funds from State and Federal sources to SUBGRANTEE for program implementation and for administrative costs in accordance with the OMNIPLAN.

SUBGRANTEE shall not exceed the stated amount or percentage of provided funds identified as "administration (ADMIN)" in the OMNIPLAN (including the applicable Notice(s) of Adjustment) for administrative expenses.

5. Approval

SUBGRANTEE shall not begin work on any program described in this Agreement until written notification of authority to begin work on that specific program is received from OHCS.

6. SUBGRANTEE Data

Name: Multnomah County  
Department of Community and Family Services

Address: 421 SW 6th Avenue, Ste 200  
Portland, OR 97204

Telephone #: 503 988-6295

Fax #: 503 988-3332

Email Address: mary.t.li@co.multnomah.or.us

Federal I.D. #: 96-6002309

Primary Contact: Name: Mary T. Li

Title: Manager, Division of Community  
Programs and Partnerships

Phone # (if different from above): \_\_\_\_\_

7. OHCS Data

Address: 1600 State St. Salem, OR 97301-4246

Telephone #: (503) 986-2000

Fax #: (503) 986-2006

Federal I.D. #: 93-0952117

Primary Contact: See Omnibus Procedures Manual for primary contact person for specific programs; otherwise, the primary contact person designated by OHCS is the Grants/Contracts Coordinator who can be reached at (503) 986-2072.

8. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. NO NOTICE OF ADJUSTMENT IS VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF OHCS. NO MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES, AND NO WAIVER OR CONSENT IS BINDING UNLESS SIGNED BY THE PARTY AGAINST WHOM SAID WAIVER OR CONSENT IS BEING ENFORCED. 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.

9. SUBGRANTEE Acknowledgement

SUBGRANTEE, by the signature below of its authorized representative(s), hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 6-28-01  
DEB BOGSTAD, BOARD CLERK

**THOMAS SPONSER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY**

Reviewed By: Laticia Ray 6/19/01  
Assistant County Attorney Date

By: Lorenzo T. Poe  
Executive Director

Lorenzo T. Poe  
Print or Type Name

6/18/01  
Date

By: Diane M. Linn  
Diane M. Linn  
Multnomah County Chair

Diane M. Linn  
Print or Type Name

6-28-01  
Date

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT

Community Services and Grant Programs Division

By:

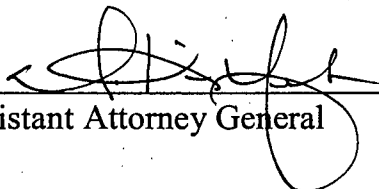
\_\_\_\_\_  
Jack Kenny, Deputy Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by Grants/Contracts Coordinator

\_\_\_\_\_  
Date

Reviewed for Legal Sufficiency by:

  
\_\_\_\_\_  
Assistant Attorney General

5/31/01  
\_\_\_\_\_  
Date

part\_1 Main for Merge.doc

## GENERAL PROVISIONS

### 1. Compliance with Law

SUBGRANTEE shall, and shall cause its subrecipients to, comply with all applicable federal, state and local laws, rules, regulations, executive orders, codes and ordinances (including but not limited to the administrative rules and policies of OHCS, the federal statutes, regulations and executive orders listed in Exhibit B – Assurances), whether existing at the time the Agreement is executed, or amended, enacted or adopted subsequent thereto. Services must be delivered efficiently, effectively and within various program time lines as set forth in the OMNIPLAN.

SUBGRANTEE shall comply with, and OHCS' performance hereunder is conditioned upon SUBGRANTEE's compliance with, the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555.

### 2. Budgets and Payments

- a. The funds specified in the OMNIPLAN may include funds that have not yet been appropriated and allocated to Oregon but that OHCS anticipates receiving in a federal grant. With respect to any services or activities that under SUBGRANTEE's OMNIPLAN are to be paid with federal grant funds, the performance of such services or activities, and any OHCS payment therefor, shall be contingent upon the full amount of that anticipated Federal Fiscal Year ("FFY") grant being lawfully appropriated, allocated, and available to OHCS. Further, any continuation or extension of this Agreement after the end of the biennium in which it is written is contingent upon such funds being lawfully appropriated, allocated, and available to OHCS.
- b. The parties acknowledge that funds for programs described in the OMNIPLAN and this Agreement are subject to congressional and State legislative action, which may increase or decrease the amount of funding available for program implementation and for administrative costs. **Therefore, the parties agree that if funding levels change as a direct result of congressional or State legislative action, OHCS may, at its sole and absolute discretion, issue a written Notice of Adjustment amending the amount of funds to be provided to SUBGRANTEE for any affected program(s).** The Notice of Adjustment shall, at the option of OHCS, be sent to SUBGRANTEE in electronic format or by first class mail at the address or number listed in Section 6 – SUBGRANTEE Data, and upon receipt becomes binding upon the SUBGRANTEE as an amendment to this Agreement. The SUBGRANTEE shall, within fifteen (15) days submit a "Budget Change Form" or a "New Budget Page," whichever is applicable, and which shall be in form and substance satisfactory to OHCS, for program(s) requiring program categories or activities affected by the Notice of Adjustment.

## GENERAL PROVISIONS, Cont.

- c. OHCS may withhold all payments due to SUBGRANTEE under this Agreement or any other contract or agreement in effect between OHCS and SUBGRANTEE if SUBGRANTEE violates any provision of this Agreement including, but not limited to:
  - 1) Submission of complete, accurate and timely program, audit or financial reports;
  - 2) Compliance with federal audit requirements; and
  - 3) Repayment of disallowed costs.
- d. Upon review of the quarterly reports filed by SUBGRANTEE, OHCS, in its sole and absolute discretion, may adjust upward or downward the amount of funds provided to SUBGRANTEE for any program(s) covered by this Agreement to reflect the actual or anticipated expenditure of funds. If funds are not utilized in a timely manner, OHCS may reduce SUBGRANTEE's funding and redistribute to other subgrantees. An adjustment pursuant to this subsection 2.d is implemented by means of a Notice of Adjustment as described in subsection 2.b above.
- e. The Cash Management Act of 1990, P.L. 101-453 Section 2, as amended from time to time, and 31 C.F.R. Part 205.8(r) (collectively referred to as "CMIA90") ensures greater efficiency and effectiveness by preventing excessive federal funds from being drawn down beyond actual immediate State program needs.

Subgrantee's cash receipts procedures shall be organized so as to assist the State to comply with CMIA90 and to ensure that the State of Oregon does not owe/need to pay interest to the federal government.

### 4. Fiscal Management

- a. SUBGRANTEE shall, and shall cause its subrecipients to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the program, including adjustments to reconcile the accounting records.
- b. Expenditures of SUBGRANTEE may be reimbursed under this Agreement (and SUBGRANTEE may reimburse expenditures of subrecipients) only if they are:
  - 1) In payment of eligible activities or services performed under this Agreement (or in the case of subrecipients, under their respective contracts with SUBGRANTEE) in compliance with applicable State and federal regulations and statutes;
  - 2) In payment of services performed or supplies delivered during the applicable program period;

## GENERAL PROVISIONS, Cont.

- 3) In the aggregate not in excess of 100% of the funds provided to that program under this Agreement, including amendments (or in the case of subrecipients, under their respective contracts with SUBGRANTEE); and
- 4) Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with OHCS (or in the case of subrecipients, under their respective contracts with SUBGRANTEE) or under more than one program covered thereby.

Expenditures shall be supported by properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with SUBGRANTEE) in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements as specified herein. Expenditures shall be segregated by line item category within the accounting system of SUBGRANTEE or subrecipient, as the case may be, and reported on the required fiscal reports. SUBGRANTEE shall request, and shall require its subrecipients to request, reimbursement for expenditures no later than forty-five (45) days after they are incurred. The reimbursement ratio of administrative expenditures to program expenditures shall not vary in any substantial degree from month to month.

- c. With respect to all funds received by SUBGRANTEE hereunder, and by subrecipients under its contracts with SUBGRANTEE, together with any income that is generated or attributable to funds provided thereby, SUBGRANTEE shall, and shall cause subrecipients to, identify and segregate such funds and income by program and use such funds and income only for expenditures relating to the program(s) for which the original funds were provided in accordance with the OMNIPLAN. If cash is deposited in a combined or centralized income-yielding bank account, an allocation procedure shall be in place to make the necessary allocations of income to the applicable program(s). This allocation method shall be rational and equitable, but not so complex and time-consuming that the allocation process is not cost-effective. Expenditures of income from funds provided under this Agreement are to be made within the program period in which the income is earned, except energy rebates that may be expended in the program period immediately following the period in which the rebate is received.
- d. All unexpended funds or income from such funds remaining at the end of any program period for any program(s) covered by this Agreement must be returned by SUBGRANTEE to OHCS no later than sixty (60) days following the expiration of the program's program period or the termination of this Agreement, whichever is earlier. Expenses not reported within said sixty (60) day time period shall not be paid by OHCS. Unexpended funds or income from such funds remaining at the end of any program period include all such funds and income in the hands of subrecipients of SUBGRANTEE.
- e. Any costs disallowed either upon request for reimbursement or as a result of any audits, reviews or site visits shall not be paid by OHCS. If a cost is disallowed after reimbursement has occurred, SUBGRANTEE shall, within thirty (30) days of formal notice of disallowance, either demonstrate to the satisfaction of OHCS that such proposed disallowance is in error or make repayment of such cost.

## GENERAL PROVISIONS, Cont.

- f. In cases of suspected fraud by applicants, employees, subrecipients or vendors, SUBGRANTEE shall cooperate and shall cause subrecipients to cooperate, with all appropriate investigative agencies and shall assist in recovering invalid payments.

### 5. Records

- a. SUBGRANTEE shall, and shall cause its subrecipients to, prepare and maintain such records as necessary for performance of the OMNIPLAN and for compliance with the terms of this Agreement.

OHCS, the Oregon Secretary of State's Office, the federal government and the duly authorized representatives of such entities shall have free access to the books, documents, papers, audits and records of SUBGRANTEE and its subrecipients which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of OHCS who may take possession of them at any time after three business days' notice to SUBGRANTEE or subrecipient, as the case may be. SUBGRANTEE or subrecipient, as the case may be, may retain copies of all records taken by OHCS under this Section.

- b. All books, documents, papers, or other records, including but not limited to client records, income documentation, financial records, invoices and statistical records, and supporting documents pertinent to this Agreement shall be retained by SUBGRANTEE and its subrecipients for three years after final payment is made under this Agreement or three years from the date of completion of any audit pursuant to Section 9 hereof, whichever is later.

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.

- c. In its agreements with its subrecipients, SUBGRANTEE shall require its subrecipients to comply with the requirements of this Section and to grant OHCS rights to access to and ownership of the subrecipient's books and records related to this Agreement.

### 6. Purchases and Procurement

- a. Personal Services Contracts:

- 1) SUBGRANTEE may contract for consultant services purchased in whole or in part with funds provided under this Agreement only when the specialized skills, knowledge and resources to be provided by a consultant are not available within the SUBGRANTEE's organization or if the work required by this Agreement cannot be done in a reasonable time with SUBGRANTEE's staff. This consultant must be of recognized professional expertise or stature in a field



## GENERAL PROVISIONS, Cont.

- 2) Prior to such contracting SUBGRANTEE shall develop policies and procedures to insure that all personal service contracts are developed in a manner consistent with the Office of Budget and Management Circular A-110, any applicable federal agency codifications of OMB Circular A-110 and the following guidelines for selection of contractors:
    - a) For contracts of more than \$5,000:
      - 1) Solicit a minimum of 3 bids;
      - 2) Every prospective bidder must be notified in the same way and receive the same information;
      - 3) Document the process - who was contacted, when, how, responses or bids, and person making contact. This documentation must be kept with the resulting contract; and
      - 4) Use best efforts to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible.
    - b) For contracts of \$5,000 or less:
      - 1) Encourage competition to the extent possible;
      - 2) Document the process as described in subsection (a)(3) above; and
      - 3) Use best efforts to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible.
  - 3) SUBGRANTEE shall obtain prior written approval from OHCS before entering into any sole source contract or contract where only one bid or proposal is received when the contract amount is expected to be more than \$5,000 in the aggregate.
  - 4) When a sole source contract for \$5,000 or less requires an amendment increasing the contract amount to more than \$5,000, SUBGRANTEE must notify the compliance auditor at OHCS of such amendment. Such notification shall include a copy of the original statement of work and a copy of the revised statement of work. To the extent feasible, SUBGRANTEE shall follow the process outlined in subsection (2)(a) above for the amendment.
- b. Contracts for procurement of equipment and supplies:
- 1) SUBGRANTEE shall develop and maintain policies and procedures for procuring, by purchase, rental or otherwise, any equipment or supplies in a manner consistent with:
    - a) The Office of Budget and Management Circular A-110; and/or
    - b) Any applicable federal agency codifications of OMB Circular A-102.

## GENERAL PROVISIONS, Cont.

- 2) In addition to guidelines set out in subsection (b)(1) above, when SUBGRANTEE purchases any vehicle, regardless of cost, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, it shall:
  - a) Obtain prior written approval from OHCS; and
  - b) Solicit (and retain documentation therefor) a minimum of three (3) bids.

### 7. Reports

- a. SUBGRANTEE shall, and shall cause its subrecipients to, submit timely, complete and accurate reports detailing the progress made toward the program objective(s) as outlined in OMNIPLAN and including all administrative and program expenditures. Such reports shall be submitted for each OHCS program for which funds are provided under this Agreement (or in the case of subrecipients under contracts with SUBGRANTEE). SUBGRANTEE shall submit the required reports so that they are received by OHCS on or before the due dates specified in Exhibit A. The reports shall be in the format and contain the information requested by OHCS. SUBGRANTEE shall require its subrecipients to submit the required reports to SUBGRANTEE in sufficient time to allow SUBGRANTEE to fulfill its obligations under this Section. The reports must agree with the accounting records maintained by SUBGRANTEE and/or its subrecipients and be certified by the chief executive officer of SUBGRANTEE or its subrecipients, as the case may be.

All final reports shall be submitted by SUBGRANTEE so as to be received by OHCS on or before the 60th day following the last day of the program period for that program, or the date that all activities funded by this Agreement for that program are completed, whichever is earlier.

- b. SUBGRANTEE shall, and shall cause its subrecipients to, prepare and furnish such plans, work plans, data, descriptive information and reports as may be requested by OHCS as needed to comply with State or federal requirements. SUBGRANTEE hereby grants, and shall cause subrecipient to grant, OHCS the right to reproduce, use, and disclose all or any part of the plans, reports, data and technical information furnished to OHCS (or SUBGRANTEE by subrecipient).

### 8. Property Management

SUBGRANTEE shall, and shall cause its subrecipients to, maintain policies and procedures for property management that include:

- a. Fixed assets classification, capitalization policies:

SUBGRANTEE shall ensure that all fixed assets purchased in whole or in part with funds provided under this Agreement or on loan under a standard agreement are properly, accurately, and systematically accounted for.

Fixed assets include items which are not consumed in the normal course of operations, can normally be used more than once, and have a useful life of more than two years and all motor vehicles. The value of a fixed asset is determined by the net invoice price of the equipment, including the cost of any modifications, attachments, accessories or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

## GENERAL PROVISIONS, Cont.

- 1) Except as provided below, fixed assets valued at more than \$5,000, purchased by SUBGRANTEE or any subrecipient in whole or in part with funds provided under this Agreement, shall be the property of OHCS. SUBGRANTEE shall be liable for any claims arising from use or misuse of such property unless and until such property is physically transferred to the possession of OHCS. Such property shall be capitalized to the SUBGRANTEE or subrecipient, as the case may be, and SUBGRANTEE shall, or shall cause subrecipients to, tag such property with OHCS identification tags and property control number, and listed on the CAP PROPERTY INVENTORY TRANSACTION RECORD filed with OHCS.
- 2) Except as provided below, fixed assets valued \$5,000 or less shall be the property of the SUBGRANTEE or subrecipient, as the case may be, and may be capitalized or expended in the period acquired, as consistent with the policies of SUBGRANTEE or subrecipient, as the case may be, applied to other acquisitions; fixed assets costing \$5,000 or less that are deemed to have a high risk of loss must be labeled, recorded on an inventory tracking system, and inventoried at least once a year.

Fixed assets with a high risk of loss include all computer equipment, electronic equipment, photography equipment, hand tools and any other items management of SUBGRANTEE or subrecipient, as the case may be, may identify as at risk.

- 3) All automobiles, regardless of value, purchased in whole or in part with funds provided under this Agreement shall be the property of the SUBGRANTEE; provided however that OHCS is hereby granted a security interest in all such automobiles and the proceeds thereof and shall be noted as the security interest holder on the certificates of title. The original certificates of title to all such automobiles shall be delivered to and remain on file at OHCS. In its contracts with its subrecipients, SUBGRANTEE shall prohibit its subrecipients from using funds provided thereunder to purchase any automobiles.

b. Insurance:

SUBGRANTEE shall, at a minimum, provide the equivalent insurance coverage for equipment acquired in whole or in part with federal funds as provided for other equipment owned by the SUBGRANTEE. In its agreements with its subrecipients, SUBGRANTEE shall require its subrecipients to comply with the requirements of this Section.

c. Inventory policies and procedures:

At a minimum, SUBGRANTEE shall maintain inventory records for any items purchased in whole or in part with funds provided under this Agreement valued at more than \$5,000, any items deemed to be of significant value and at a high risk of loss and any automobile regardless of value. Such inventory records must include the following data:

- 1) A description of the equipment;

## GENERAL PROVISIONS, Cont.

- 2) Manufacturer's serial number, model number and other identification number(s) as required by OHCS;
- 3) Source of the equipment (ex., vendor), including the purchase order or invoice number;
- 4) Whether title vests in the SUBGRANTEE or OHCS;
- 5) Acquisition date and cost (or date received, if the equipment was furnished by OHCS);
- 6) Federal, State or other funding sources participating in the cost of the equipment and the percentage of the total cost of the equipment contributed by each funding source (not applicable to equipment furnished by OHCS); and
- 7) Location and condition of the equipment.

In its agreements with its subrecipients, SUBGRANTEE shall require its subrecipients to comply with the requirements of this Section.

d. **Loaned Equipment:**

All fixed assets owned by OHCS and loaned to SUBGRANTEE under a standard agreement will remain the property of OHCS, regardless of their value.

e. **Disposition:**

When the SUBGRANTEE wishes to dispose of a fixed asset in which OHCS has a security interest or when SUBGRANTEE or a subrecipient wishes to dispose of a fixed asset having an original cost of more than \$5,000, the SUBGRANTEE shall submit a letter requesting OHCS' consent to do so to the appropriate program coordinator, with a copy to the Compliance Auditor at OHCS. If OHCS consents, the program coordinator at OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of such disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards for equipment of the federal agency from which the original funding was received. In the case of mixed federal funding sources, the most restrictive standards shall apply.

## 9. Audits

- a. If the SUBGRANTEE or a subrecipient receives federal funds in excess of \$300,000 in a fiscal year, the SUBGRANTEE or subrecipient, as the case may be, shall do an audit in compliance with Office of Management and Business (OMB) Circular A-133, as revised June 24, 1997. If the SUBGRANTEE or a subrecipient receives federal funds in of \$100,000 or more but not more than \$300,000 in a fiscal year, the SUBGRANTEE or subrecipient, as the case may be, may elect to have a "program only" audit as provided in the same circular.

## GENERAL PROVISIONS, Cont.

- b. SUBGRANTEE shall provide OHCS with a copy of the following listed items within nine (9) months of SUBGRANTEE's fiscal year end:
  - 1) Annual Audit Report.
  - 2) Management Letter.
  - 3) Statement of any corrective actions taken or planned, including a report on the current status of such actions.
  - 4) Statement of current status of actions taken to correct prior year audit findings.
- c. All audit work papers pertaining to an annual audit shall be retained for three years following the date the audit is submitted to OHCS. It shall be open for examination by any federal, State or county auditors and/or their representatives.
- d. SUBGRANTEE shall establish and maintain policies and procedures to ensure that any subrecipients receiving pass through funds from OHCS who are subject to the requirements of OMB Circular A-133 submit to the SUBGRANTEE in a timely manner all the items listed in Section 9.b above. These reports and statements shall be kept on file by the SUBGRANTEE for a minimum of three years from the date of receipt and shall be available for review by OHCS, Office of the Oregon Secretary of State, Division of Audits, and/or the federal agency(ies) which awarded funding.

### 10. Monitoring and Sanctions

- a. SUBGRANTEE shall cooperate with OHCS when OHCS does on-site monitoring of SUBGRANTEE. OHCS may perform on-site monitoring of SUBGRANTEE at least once every two years. As part of this on-site monitoring, OHCS may elect to visit SUBGRANTEE's subrecipient(s), and SUBGRANTEE's contracts with its subrecipients shall require its subrecipients to cooperate with OHCS during these on-site monitoring visits. OHCS will provide SUBGRANTEE (or subrecipient, as the case may be) with a list of items to be reviewed prior to the on-site visit. Monitoring may include, but not be limited to:
  - 1) Inspection of client files, program records and reports, inventory records and fiscal records including original receipts for expenditures;
  - 2) Review of compliance with Agreement provisions, work plans, budget reports and state/federal regulations;
  - 3) Physical inventory of fixed assets, weatherization materials and USDA commodity foods; and
  - 4) Review of procedures for monitoring subcontracts.

## GENERAL PROVISIONS, Cont.

If the on-site visit identifies deficiencies or out of compliance conditions or findings, preliminary findings will be issued by OHCS and corrective action will be specified. SUBGRANTEE will have thirty (30) days from the date of the preliminary findings letter to request assistance, to file a corrective action plan or to explain why the findings are in error.

OHCS will notify SUBGRANTEE of its acceptance or rejection of all or part of SUBGRANTEE's response within thirty (30) days.

SUBGRANTEE will have an additional thirty (30) days to provide an acceptable corrective action plan for any remaining, unresolved deficiencies.

- c. If SUBGRANTEE violates the terms of its corrective action plan, OHCS may, upon notice to SUBGRANTEE, impose any sanctions (including, but not limited to, withholding of funds, disallowance of costs, suspension of payments or termination of this Agreement) permitted by the terms of this Agreement.

The rights and remedies of OHCS provided in this Section 10.c shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### 11. Termination; Remedies

- a. OHCS may, upon 30 days written notice, terminate this Agreement in whole or in part, upon the occurrence of any of the following:
- 1) SUBGRANTEE fails to fulfill any of its obligations under this Agreement,
  - 2) SUBGRANTEE fails to comply with directives received from the federal agency(ies) that is the source of the grant funds.
  - 3) Funds provided under this Agreement are used improperly or illegally by SUBGRANTEE or any of its subrecipients.
  - 4) OHCS funding from any responsible federal agency is denied, suspended, reduced or eliminated.
  - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either a program included in the SUBGRANTEE's OMNIPLAN is prohibited or OHCS is prohibited from paying for such program from the planned funding source(s).  
  
OHCS' funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated by the Oregon State Legislature; or State funded programs are reduced or eliminated.
  - 6) A new community action agency (CAP) is certified in SUBGRANTEE's area.
  - 7) Any license or certificate required by law to be held by SUBGRANTEE to provide the services required by this Agreement is for any reason denied, revoked or not renewed.

## GENERAL PROVISIONS, Cont.

- 8) SUBGRANTEE (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.
- 9) SUBGRANTEE is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or agency.

Upon issuance of the notice to terminate this Agreement and prior to the effective date of the termination, OHCS may, in its sole and absolute discretion, require that SUBGRANTEE obtain prior OHCS approval for any additional expenditures.

- b. Notwithstanding the above, SUBGRANTEE shall not be relieved of its liability to OHCS for damages sustained by OHCS by virtue of any breach of this Agreement by SUBGRANTEE. OHCS may withhold any reimbursement to SUBGRANTEE in the amount of compensation for damages due to OHCS from SUBGRANTEE (as estimated by OHCS) until such time as the exact amount of damages has been agreed upon or otherwise determined.
- c. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall be delivered to OHCS within sixty (60) days of the date of termination or such date as requested by OHCS.
- d. Upon termination of this Agreement, OHCS shall have any remedy available to it in law or equity.

### 12. Subcontracts

- a. SUBGRANTEE shall not enter into any subcontract with subrecipients without prior written approval of OHCS. OHCS' approval of any subrecipient shall not relieve SUBGRANTEE of any of its duties or obligations under this Agreement.
- b. SUBGRANTEE shall have a written contract with each subrecipient (also referred to as a "subcontractor") that (1) describes the services or benefits that the subrecipient must provide when administering the program, (2) identifies the various laws and regulations with which the subrecipient must comply under the terms of the subcontract (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, government wide administrative mandates affecting the subrecipient's accounting and record keeping systems, and local laws imposed by the SUBGRANTEE), and (3) describes the SUBGRANTEE's monitoring rights and responsibilities, the areas the SUBGRANTEE will monitor, and the methods used by the SUBGRANTEE for monitoring. All subcontracts must be executed prior to the first day of service. SUBGRANTEE shall furnish a copy of each subcontract to OHCS upon request.

## GENERAL PROVISIONS, Cont.

- c. All subcontract agreements must include a provision that:
  - 1) Subcontractor shall comply with all applicable provisions of this Agreement between OHCS and SUBGRANTEE, each of which must be specifically incorporated into the subcontract in a manner satisfactory to OHCS;
  - 2) Subcontractor shall comply with all applicable federal, State, county and local statutes, rules, regulations, policies, guidelines, requirements and funding criteria governing services, facilities and operations; and,
  - 3) Subcontractor is an independent contractor and not an agent of OHCS or SUBGRANTEE.
- d. SUBGRANTEE shall pay their subcontractors within forty-five (45) days of the date of invoice.
- e. SUBGRANTEE shall enter into contracts with subrecipients, if applicable, within 60 days from receiving funding from OHCS.
- f. SUBGRANTEE shall take all reasonable steps to ensure that subrecipients have adequately trained their employees and to verify that subrecipients are properly processing eligibility determinations and authorizations.
- g. SUBGRANTEE shall adequately document its monitoring of its subrecipients. Documentation shall include but not be limited to the following:
  - 1) A subcontract that complies with the requirements of this Agreement.
  - 2) A file maintained by the SUBGRANTEE's fiscal office containing:
    - a) A copy of the aforementioned subcontract;
    - b) A copy of the subrecipient's organizational documents;
    - c) Documentation of the non-profit status of the subrecipient; and
    - d) Copies of all of the subrecipient's OMB Circular A-133 audits if the subrecipient is required to have such an audit.
  - 3) Documentation of the methods used by SUBGRANTEE for monitoring subrecipient activities to include, but not limited to, one or more of the following:
    - a) A review of single audits;
    - b) Reports from limited-scope audits;
    - c) A schedule of on-site visits,
    - d) Quarterly fiscal and program reports submitted by the subrecipient;
    - e) Prior approval for certain activities;
    - f) Required third-party evaluations; and



## GENERAL PROVISIONS, Cont.

- g) Training and technical assistance provided by the SUBGRANTEE to the subrecipient.
- h. Responsibility for program integrity shall remain with SUBGRANTEE. Any disallowed costs on the part of the subrecipients, due to error or otherwise, shall be considered to be disallowed costs of SUBGRANTEE.

If SUBGRANTEE is a county, such disallowed costs may be recovered by OHCS only through repayment under Section 4(e) or withholding under Section 2(c) of these General Provisions, to the extent permitted by the Oregon Constitution, Article XI, Section 10. If SUBGRANTEE is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset or other means permitted by law.

- i. SUBGRANTEE shall take all reasonable steps in selecting, monitoring and auditing its subrecipients to prevent misuse or mismanagement of funds delegated under this Agreement. SUBGRANTEE shall take all reasonable action against its subrecipients, at SUBGRANTEE's expense, to recover any funds misused, mismanaged or misspent. Any funds recovered shall be repaid to OHCS under Section 4(e).

### 13. Confidentiality

SUBGRANTEE shall, and shall cause its subrecipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the particular program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

SUBGRANTEE shall, and shall cause its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

### 14. Workers Compensation

The SUBGRANTEE, its subrecipients, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon worker's compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. SUBGRANTEES who perform the work without assistance or labor of any employee need not obtain such coverage.

### 15. Compliance with Tax Laws

By signature on this contract, SUBGRANTEE hereby swears/affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of SUBGRANTEE's knowledge SUBGRANTEE is not in violation of any Oregon tax laws including, without limitation, the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the elderly rental assistance program and local taxes administered by the Department of Revenue (Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

## GENERAL PROVISIONS, Cont.

### 16. SUBGRANTEE Status

- a. SUBGRANTEE shall perform all work under this Agreement as an independent contractor. SUBGRANTEE is not an officer, employee or agent of the State, as those terms are used in ORS 30.265, with respect to work performed under this Agreement.
- b. SUBGRANTEE agrees that insurance coverage, whether purchased or by self-insurance, for SUBGRANTEE's agents, employees, officers and/or subcontractors is the sole responsibility of SUBGRANTEE.
- c. SUBGRANTEE certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.
- d. SUBGRANTEE certifies to the best of its knowledge and belief that neither the SUBGRANTEE nor any of its principals, officers, directors or employees:
  - 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
  - 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

### 17. Dual Payment

SUBGRANTEE shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total services to be provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to OHCS.

### 18. Indemnity

SUBGRANTEE shall save, indemnify, hold harmless and (subject to ORS chapter 180) defend the State of Oregon, OHCS, its officers, agents, employees and members from all claims, suits or action of whatsoever nature resulting from or arising out of the activities or omissions of SUBGRANTEE or its subcontractors, agents or employees under this Agreement except for any claim, suit or action based solely on the gross negligence or intentional wrongdoing of the State. This indemnity provision shall be interpreted in accordance with any limitations imposed by Article XI, Sections 7 and 10 of the Oregon Constitution and by the Oregon Tort Claims Act.

## GENERAL PROVISIONS, Cont.

### 19. SUBGRANTEE Representations

SUBGRANTEE represents and warrants to OHCS that (1) SUBGRANTEE has the power and authority to enter into and perform this Agreement, and (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of SUBGRANTEE enforceable in accordance with its terms,

### 20. No Third Party Beneficiaries

OHCS and SUBGRANTEE are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

### 21. Notice

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to SUBGRANTEE or OHCS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 22; provided however that any notice of termination hereunder shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against OHCS, such facsimile transmission must be confirmed by telephone notice to OHCS' primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

### 22. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of OHCS or the SUBGRANTEE to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred therein.

### 23. Captions

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

### 24. Severability

If any term or 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 thereof.

## GENERAL PROVISIONS, Cont.

### 25. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

### 26. Grant Funds

If grant funds are used in conjunction with this Agreement, SUBGRANTEE shall assume sole liability for breach of the conditions of the grant by SUBGRANTEE or any of its subrecipients, and shall, upon breach of grant conditions that requires the State to return funds to the grantor, whether such breach is by SUBGRANTEE or by its subrecipient(s), hold harmless and indemnify the State for an amount equal to the grant funds received under this Agreement; or if there are legal limitations on the indemnification ability of the SUBGRANTEE, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up the amount of grant funds received under this Agreement.

### 27. Waiver

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

End of General Provisions

**EXHIBITS AND ASSURANCES**

The parties agree to the conditions, reporting requirements, compliance requirements and assurances listed below and attached as Exhibits hereto for each of the programs for which funds are provided to SUBGRANTEE under this Agreement. The Exhibits, by item or program, are as follows:

<b>ITEM or PROGRAM</b>	<b>EXHIBIT</b>
Required Reports - Fiscal	Exhibit A
Required Reports - Program	Exhibit A
Subgrantee Assurances - All Programs	Exhibit B
AESP-Food	Exhibit C-11
BPA	Exhibit C-1
BPA T&TA	Exhibit C-1
BPA Leverage	Exhibit C-1
CFNP	Exhibit C-12
CSBG	Exhibit C-6
CSFP	Exhibit C-13
DOE T&TA	Exhibit C-1
DOE WX	Exhibit C-1
EHA	Exhibit C-2
ESGP	Exhibit C-3
FDPIR	Exhibit C-14
GFFG	Exhibit C-15
HOME/TBA	Exhibit C-7
HSP	Exhibit C-5
LIEAP Admin	Exhibit C-9
LIEAP Leverage	Exhibit C-9
LIEAP Program	Exhibit C-9

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LIEAP WX	Exhibit C-1
LIRHF	Exhibit C-8
OEA	Exhibit C-17
PVE WX T & TA	Exhibit C-1
PVE WX	Exhibit C-1
REACH	Exhibit C-10
SHAP	Exhibit C-4
TEFAP	Exhibit C-16

**EXHIBIT A**  
**REQUIRED REPORTS**

**FISCAL REPORTS**

REPORT	DESCRIPTION	DUE
Financial Status Report	1 for each program by Federal Fiscal Year (FFY)	<u>Quarterly</u> : by the 20th of the month following the reporting period.  <u>Final</u> : 60 days after expiration of the contract program period.
Request For Cash	1 for each program by Federal Fiscal Year (FFY)	As needed. (If cash is needed at the same time a Financial Status Report is due, please attach Request for Cash to the Quarterly F.S.R.)  Request For Cash for BPA Programs must be received by the 5 <sup>th</sup> working day of each month. This must be accompanied by a program narrative of completed work.
CSFP	"Fiscal Year Actual Expenditure Report" by FFY	Annually by the 20 <sup>th</sup> of the month following the reporting period

**PROGRAM REPORTS**

PROGRAM	DESCRIPTION	DUE
DOE , LIEAP, PVE WX	"Weatherization Quarterly Program Report" by FFY	Quarterly by the 15 <sup>th</sup> of the month following the reporting period
C of C,EHA,ESGP,HSP,SHAP	Outcomes report required for all Case Managed clients	Quarterly by the 30th of the month following the reporting period
C of C,EHA,ESGP,HSP,SHAP	Homeless Quarterly Report	Quarterly by the 30th of the month following the reporting period
C of C	Homeless Annual Report	Annually 45 days following the reporting period

PROGRAM	DESCRIPTION	DUE
EHA	"Homeless Assistance Program - Program Narrative Report" by FFY	Annually by the 30th of the month following the reporting period
ESGP	Emergency Shelter Grant Program Annual Report	Annually by 2/28 <sup>th</sup>
CSBG	Quarterly Client Characteristics Report	Quarterly -30 days following the Reporting Period
CSBG	Quarterly Service/ Outcome Report	Quarterly -30 days following the Reporting Period
LIRHF OMNI 99-2001	Client Situation Change	Quarterly by the 30th of the month following the reporting period
HTBA OMNI 99-2001	Client Situation Change	Quarterly by the 30th of the month following the reporting period
LIEAP	Percent of Poverty(LIEPA, OEA) Vendor Payment Summary Pay Summary Heat Type Omni Report Federal/State Comparison Report	Annually as designated by the State LIEAP Coordinator
LIEAP	LIEAP Leverage	Annually by 10/15
REACH	"Quarterly Progress Report"	Quarterly by the 30th of the month following the reporting period
CSFP	"Food Order" by FFY (FNS 155-A)	Monthly by the 15 <sup>th</sup> of the month following the reporting period
CSFP	"Monthly Report of the Commodity Supplemental Food Program	Monthly by the 20 <sup>th</sup> of the month following the reporting period
FDPIR	"Food Order" by FFY (FNS 155-A)	Monthly by the 20 <sup>th</sup> of the month following the reporting period
FDPIR	"Monthly Distribution of Donated Foods to Family Units" (FNS-152)	Monthly by the 15th of the month following the reporting period
EFAP(OFB)	EFAP Summary of Food Orders	Quarterly by 11/20, 2/20, 5/20, and 8/20
EFAP (OFB)	EFAP OFB Network food received and annual service statistics	Annually by October 1 <sup>st</sup>
GFFG	GFFG (Match) Summary of Food Acquisition Report	Quarterly by 11/20, 2/20, 5/20, and 8/20

Subgrantees shall obtain all necessary report forms from OHCS. All automated Quarterly reports will be ready for submitting within 24 hours if requested. Quarterly reports will not be submitted unless requested.  
Annual reports must be on the desktop available for review 30 days after year end.



## **EXHIBIT B**

### **ASSURANCES**

SUBGRANTEE hereby assures and certifies that with respect to funds delegated under this Agreement:

1. It shall comply with Federal regulations, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal Funds pursuant to this Agreement, including OMB Circulars Nos.:
  - A-87 – Cost Principles for State, Local, and Indian Tribal Governments
  - A-102 – Grants and Cooperative Agreements with State and Local Governments
  - A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Learning, Hospitals, and other Non-profit Organizations
  - A-122 – Cost Principles for Non-profit Organizations
  - A-133 – Audits of States, Local Governments, and Non-profit Organizations

As used in this Section 1, the term “Federal Funds” shall mean all funds paid to SUBGRANTEE under this Agreement that OHCS receives from an agency, instrumentality or program of the Federal Government of the United States.

2. It shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBGRANTEE receives federal financial assistance. SUBGRANTEE shall immediately take any measures necessary to comply with this requirement.
3. It shall comply with Title VI and Title VII of the Civil Rights Act of 1964 and the implementing regulations issued at 24 C.F.R. part 1 which prohibit employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It shall comply with Title VIII of the Civil Rights Act of 1968, as amended (popularly known as the Fair Housing Act), and the implementing regulations at 24 C.F.R. part 100 and Section 570.904 (c), which prohibit discrimination in the sale or rental of housing or the provision of brokerage services or facilities in connection with the sale or rental of a dwelling because of race, color, religion or national origin.
5. It shall comply with Executive Order 11246, as amended by Executive Order 11375, and in the Department of Labor regulations promulgated pursuant thereto 41 C.F.R. Part 60.
6. It shall comply with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. Sections 4601-4655 (1997), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
7. It shall comply with the provisions of the Hatch Act, 5 U.S.C. Sections 7321-7326 (1994), which limits the political activity of some employees.
8. It shall comply with the minimum wage and maximum hours provisions of the federal Fair Labor Standards Act.

EXHIBIT B (Continued)

9. It shall establish safeguards to prohibit employees from using their positions for any 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.
10. It shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the work program(s) are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, and it shall notify the United States Departments of Energy (DOE), Housing and Urban Development (HUD) or Health and Human Services (HHS) of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It shall comply with the Americans with Disabilities Act of 1990 (P.L. 101-336) and ORS 447.210 to 447.280.
12. It shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of HUD as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, direct or indirect federal assistance.
13. It shall assist DOE, HUD or HHS in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. Section 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity and notifying DOE, HUD or HHS of the existence of any such properties, and (b) complying with all requirements established by the DOE, HUD or HHS to avoid or mitigate adverse effects upon such properties.
14. It shall comply with Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794 (1994), the Age Discrimination Act of 1975, 42 U.S.C. Sections 6101-6107 (1994), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), and the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385). In accordance with the above laws and regulations issued pursuant thereto, the SUBGRANTEE agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal financial assistance from DOE.
15. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal financial assistance extended to the SUBGRANTEE by DOE, this assurance obligates the SUBGRANTEE for the period during which Federal financial assistance is extended. In the case of any transfer of such service, financial aid, equipment, property or structure, this assurance obligates the SUBGRANTEE for the period during which it retains ownership

EXHIBIT B (Continued)

or possession of the property. In all other cases this assurance obligates the SUBGRANTEE for the period during which DOE extends the Federal financial assistance to the SUBGRANTEE.

16. It shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) and implementing regulations at 24 C.F.R. part 8.
17. It shall comply with Executive Order 11063 as amended by Executive Order 11259 and the implementing regulations at 24 C.F.R. part 107.
18. It shall comply with Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. Section 1701u (1994) and Executive Order 11246 (3 CFR 1964-1965 Comp, p 339), Executive Orders 11625, 12432 and 12138 and all implementing regulations issued pursuant to these statutes and authorities.
19. It shall comply with the Fire Administration Authorization Act of 1992.
20. It shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) and the Department of Labor regulations promulgated pursuant thereto, 29 C.F.R. part 3. When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall comply with the Davis-Bacon Act, as amended, 40 U.S.C. Sections 276a to 276a-7 (1994) and the Department of Labor regulations promulgated pursuant thereto, 29 C.F.R. part 5.
21. When applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and \$2,500 for other contracts shall include provisions for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-333 (1994) and the Department of Labor regulations promulgated pursuant thereto, 29 C.F.R. part 5.
22. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 C.F.R. part 401 and any applicable regulations issued by the awarding agency.
23. Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C. Sections 7401 et seq. (1994), and the Federal Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. Sections 1251-1387 (1994).
24. It shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. Sections 1352 et. Seq.) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier contractor shall certify to the contractor of the tier above that it shall not use, nor has, used federally appropriated funds to pay any person or organization for the influencing or attempting to influence an officer or employee of any agency, a member of Congress, or any employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier contractor shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from each tier contractor to contractor of the tier above up to the recipient.

EXHIBIT B (Continued)

The SUBGRANTEE certifies, to the extent required by federal law and to the best of its knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

25. No contract shall be awarded to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Order Nos. 12549 and 12689.

26. Drug-Free Workplace Act

SUBGRANTEE certifies that, to the extent required by Federal law, it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  - 1) The dangers of drug abuse in the workplace;

EXHIBIT B (Continued)

- 2) SUBGRANTEE's policy of maintaining a drug-free workplace;
  - 3) Any available drug counseling, rehabilitation and employee assistance programs; and,
  - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by subsection (a) above.
  - d. Notifying the employee in the statement required by subsection (a) that as a condition of employment on such Agreement, the employee will:
    - 1) Abide by the terms of the statement; and,
    - 2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  - e. Notifying OHCS within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
  - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988.
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).
27. Where a primary objective of the Federal financial assistance is to provide employment, or where the SUBGRANTEE's employment practices affect the delivery of services in programs or activities resulting from Federal financial assistance extended by OHCS, the SUBGRANTEE agrees to comply with the Age Discrimination Act of 1975, 42 U.S.C. Sections 6101-6107 (1994) and agrees not to discriminate on the ground of race, color, national origin, sex, age, or handicap in its employment practices. Such employment practices may include, but are not limited to, recruitment, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs or other forms of compensation and use of facilities.
28. The SUBGRANTEE shall require any individual, organization or other entity with whom it subcontracts, subgrants or subleases for the purpose of providing any service, financial aid, equipment, property or structure to comply with laws cited above. To this end, the subcontractor shall be required to sign a written assurance in a form satisfactory to OHCS.
29. The SUBGRANTEE agrees to compile and maintain information pertaining to programs or activities developed as a result of the SUBGRANTEE's receipt of Federal financial assistance from DOE, USDA, HHS or HUD. Such information shall include, but is not limited to, the following:
- (1) The manner in which services are or shall be provided and related data necessary for determining whether any persons are or shall be denied such services on the basis of prohibited discrimination;

EXHIBIT B (Continued)

- (2) The population eligible to be served by race, color, national origin, sex, age and handicap;
- (3) Data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program(s) where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- (4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or shall have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination;
- (5) The present or proposed membership by race, color, national origin, sex, age and handicap, in any planning or advisory body which is an integral part of the program; and
- (6) Any additional written data determined by DOE, USDA, HHS or HUD to be relevant to its obligation to assure compliance by recipients with laws cited herein.

The SUBGRANTEE agrees to submit requested data to DOE, USDA, HHS or HUD regarding programs and activities developed by the SUBGRANTEE from the use of Federal assistance funds extended by DOE, USDA, HHS or HUD. Facilities of the SUBGRANTEE (including the physical plants, buildings or other structures) and all records, books, accounts and other sources of information pertinent to the SUBGRANTEE's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOE, USDA, HHS or HUD specifically authorized to make such inspections. Instructions in this regard shall be provided by the Director, Office of Equal Opportunity, DOE, USDA, HHS or HUD.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the SUBGRANTEE by DOE, USDA, HHS or HUD, including installment payments on account after such date of application for Federal assistance which are approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal assistance shall be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the SUBGRANTEE.

Lorenzo T. Poe, SUBGRANTEE

By: *Lorenzo Poe*

6/18/01  
Date

Title: Director, Department of Community and Family Services

## EXHIBIT C-1

### Compliance Requirements

LOW-INCOME ENERGY ASSISTANCE PROGRAM WEATHERIZATION (LIEAP WX)  
DEPARTMENT OF ENERGY WEATHERIZATION (DOE WX)  
DEPARTMENT OF ENERGY TRAINING & TECHNICAL ASSISTANCE (DOE T/TA)  
PETROLEUM VIOLATION ESCROW FUNDS (PVE)  
PETROLEUM VIOLATION ESCROW TRAINING & TECHNICAL ASSISTANCE (PVE T/TA)  
BONNEVILLE POWER ADMINISTRATION (BPA)  
BONNEVILLE POWER ADMINISTRATION TRAINING & TECHNICAL ASSISTANCE (BPA T/TA)  
BONNEVILLE POWER ADMINISTRATION LEVERAGE (BPA LEVERAGE)

Except as noted SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations, instructions, stipulations, and rules as it relates to the specific program(s) as listed above:

Human Services Reauthorization Act (Pub. Law. 98-558, Title VI) for LIEAP WX; Energy Conservation and Production Act, Title IV, Part A (Pub. Law 94-385) for DOE WX;

10 CFR 400.24 - Recordkeeping  
10 CFR 440.10 to 440.30  
10 CFR 600.100-505 LIEAP, DOE, PVE  
45 CFR, Part 96 - LIEAP, DOE  
45 CRF, Part 74 - LIEAP, DOE

ORS 456.515 to 456.725

ORS Chapter 458

OAR 813-200-000 et seq.

Weatherization Assistance Guidelines, Published June 1, 1997, as amended, Department of Energy.

Bonneville Power Administration (BPA) Low Income Weatherization Contract.

National Historic Preservation Act of 1966.

Instructions and stipulations of the Social Security Administration, Department of Energy.

Except PVE funds shall not be required to comply with:

10 CFR 440.18(a)

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon DOE and/or LIEAP currently accepted State Plan(s) and Agreements(s), if any, (which shall supersede any previous plans or agreements), between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the Weatherization Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

## **EXHIBIT C-2**

### **Compliance Requirements**

#### **EMERGENCY HOUSING ACCOUNT FUND (EHA)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE or its subcontractors, as the case may be.

OAR 813-046-0010 through 813-046-0100

Oregon Housing Fund ORS 458.650

ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

Funds received shall be used by SUBGRANTEE to provide: (a) emergency shelter and supportive services; (b) transitional housing services designed to assist individuals and households to make the transition from homelessness to permanent housing and economic independence; (c) supportive housing services designed to enable persons to continue living in their own homes or to provide in-home services for persons for whom suitable programs do not exist in their geographic area; (d) programs that provide emergency payment of home payments, rents or utilities; or, programs, activities and projects that expand community cooperation and/or awareness.

Up to ten (10%) percent of the EHA funds may be used for administration by SUBGRANTEE. If service delivery is being provided through a SUBGRANTEE subcontractor, five (5%) percent of the total subcontractor allocation is available to pay for administrative costs by the subcontractor.

OHCS reserves the right to reduce the allocation of EHA funds if the SUBGRANTEE fails to obligate and spend the funds in a timely manner.



## **EXHIBIT C-3**

### **Compliance Requirements**

#### **EMERGENCY SHELTER GRANT PROGRAM (ESGP)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations, and rules for the particular program funds used by SUBGRANTEE or its subcontractors.

Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, as amended by 42 U.S.C. 11371-78

24 C.F.R. parts 50 and 58

24 C.F.R. part 91

24 C.F.R. part 576 and regulations referenced therein.

ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and shall cause their subcontractors to secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon Consolidated Plan.

No more than 30% of the ESGP funds provided under this agreement may be used for the provision of essential services.

No more than 30% of the ESGP funds provided under this agreement may be used for homeless prevention activities.

No more than 10% of the ESGP funds provided under this agreement may be used for operational staff costs.

No more than 2.5% of the ESGP funds provided under this agreement may be used for administrative costs.

OHCS reserves the right to reduce the allocation of ESGP funds if the SUBGRANTEE fails to obligate and spend the funds in a timely manner.

## **EXHIBIT C-4**

### **Compliance Requirements**

#### **STATE HOMELESS ASSISTANCE PROGRAM (SHAP)**

SUBGRANTEE shall, and shall cause its subcontractors to, shall comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE or its subcontractors, as the case may be.

OAR 813-240-0000 through 813-240-0060

ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and shall cause their agents, employees and subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

Funds received shall be used by SUBGRANTEE to provide: (a) emergency shelter, including but not limited to, operational costs, or costs for shelter conversion or rehabilitation, education and salaries for staff; and; (b) auxiliary activities designed to lead the participant out of the shelter. Such activities may include, but are not limited to, nutritional assistance, personal hygiene, payment referral and counseling services.

Up to ten (10%) percent of the SHAP funds may be used for administration by SUBGRANTEE. If service delivery is being provided through a SUBGRANTEE subcontractor, five (5%) percent of the total subcontractor allocation is available to pay for administrative costs by the subcontractor.

OHCS reserves the right to reduce the allocation of SHAP funds if the SUBGRANTEE fails to obligate and spend the funds in a timely manner.

## **EXHIBIT C-5**

### **Compliance Requirements**

#### **HOUSING STABILIZATION PROGRAM (HSP)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE or its subcontractors.

OAR 813-046-0010 through 813-046-0100

Oregon Housing Fund ORS 458.650

ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

Funds received shall be used by SUBGRANTEE to provide: (a) emergency shelter and supportive services; (b) transitional housing services designed to assist individual and households to make the transition from homelessness to permanent housing and economic independence; (c) supportive housing services designed to enable persons to continue living in their own homes or to provide in-home services for persons for whom suitable programs do not exist in their geographic area; (d) programs that provide emergency payment of home payments, rents or utilities; or, programs, activities and projects that stabilize housing for the homeless or at risk of homelessness.

Up to seven (7%) percent of the HSP funds may be used for administration by SUBGRANTEE.

OHCS reserves the right to reduce the allocation of HSP funds if the SUBGRANTEE fails to obligate and spend the funds in a timely manner.

## EXHIBIT C-6

### Compliance Requirements

#### COMMUNITY SERVICES BLOCK GRANT (CSBG)

SUBGRANTEE shall and shall cause its subcontractors to, comply with all of the requirements established by the following statutes and rules:

Community Services Block Grant Act of 1981 (Title II of the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35) Subsection 675(c)(1)(vi), Subsection 675(c)(1)(vii) and Subsection 675(c)(1)(E), as amended by P.L. 101-501; P.L. 103-252; Dept. Of Labor, Health and Human Services, Education and Related Agencies Appropriation of 1999.

Community Opportunities, Accountability, and Training and Educational Services Act of 1996, Title II, Section 201 and Sections 671-679; Public Laws 97-35 and 101-252.

OAR 813-210-0000 et seq.

ORS 458.505-458.515

45 C.F.R. part 16

45 C.F.R. part 74

45 C.F.R. part 96

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon CSBG State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency (ies), corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s) and Agreement(s) from the CSBG Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

No CSBG funds provided under this Agreement may be used for the purchase or improvement of land, or the purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

SUBGRANTEE's governing board (if SUBGRANTEE is a private non-profit) or an advisory board (if SUBGRANTEE is a public body) must be comprised of 1/3 low-income representatives, 1/3 business representatives and 1/3 elected officials, or their designees.

## **EXHIBIT C-7**

### **Compliance Requirements**

#### **HOME TENANT-BASED RENTAL ASSISTANCE (HOME TBA)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE or its subcontractors:

HOME INVESTMENT PARTNERSHIP ACT, Title II, pub.L.101-625, 42 U.S.C. 12701-12839

LEAD-BASED PAINT POISONING PREVENTION ACT 42 U.S.C. 4821 et seq.

OAR 813-120-0001 through 813-120-0140

24 CFR Part 5.105 (a), General HUD Program Requirement

24 CFR Part 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures

24 CFR Part 84, Grants and Agreements with Institution of Higher Education, Hospitals, and Other Non-Profit Organizations

24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

24 CFR Part 92, HOME Investment Partnerships Program, Final Rule

24 CFR Part 135, Economic Opportunities for Low and Very Low Income Persons

24 CFR Part 982.401, Housing Quality Standards

HOME Tenant-Based Rental Assistance Subgrantee Manual

The HOME Tenant-Based Rental Assistance funds will be awarded to very low and low-income recipients who are homeless or in danger of losing their rental units due to involuntary hardship. A contract may cover rental payments for 6 or 12 months, plus a reasonable refundable security deposit. The contract can be renewed.

Income eligibility must be determined and verified for each family assisted. Income, household size, and household composition must be reviewed on an annual basis.

The rental unit must meet Housing Quality Standards/Visual Assessment and the rent must be reasonable, based on rents for comparable unassisted rental units, during the period of assistance. The lease between a tenant and the owner of the rental unit must comply with the tenant and participant protections in 24 CFR 92.253 (a) and (b).

All eligibility criteria must be met before the rental assistance contract is signed and funds are awarded to recipients.

Requests for Disbursements of Funds – The subgrantee may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs, and then must limit any request to the amount then needed. In accordance with 24 CFR Part 92.502 © (2) HOME funds drawn from the United States Treasury account must be expended for eligible costs within 15 days. Any funds that are drawn down and not expended for eligible costs within 15 days of the disbursement must be returned to HUD for deposit in the participating jurisdiction's United States Treasury account of the Home Investment Trust Fund.

Non-Federal Match – The subgrantee will comply with applicable match requirements as set forth in 24 CFR 92.218 through 92.222.

Conflict of Interest – No official or employee of the Subgrantee, its subcontractors or OHCS shall have any direct or indirect financial interest in the TBA funds as such interest is defined in 24 CFR 92.356 and applicable Federal or State Law.

## **EXHIBIT C-8**

### **Compliance Requirements**

#### **LOW INCOME RENTAL HOUSING FUND (LIRHF)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules for these particular program funds used by SUBGRANTEE or its subcontractors:

ORS 458.350 through 458.365

OAR 813-049-0001 et seq.

Low Income Rental Housing Fund Subgrantee Manual

SUBGRANTEE shall award the Low Income Rental Housing funds only to very-low income households who are homeless or in danger of losing their rental units due to involuntary hardship, but who can benefit from local community resources aimed at transitioning these households to self-sufficiency during the grant period. A grant may cover rental payments and a reasonable refundable security deposit.

SUBGRANTEE will ensure that each household to whom it provides rental assistance through this program receives social services directed to the goal of enabling the household to become self-sufficient by the time the assistance terminates. These social services shall be funded by resources other than program funds.

SUBGRANTEE shall provide rental assistance payments only in connection with dwelling units which:

Are "habitable" pursuant to ORS 90.320;

Rent for an amount which is reasonable, based on rents that are charges for comparable unassisted units; and

Are not owned or actively managed by a housing authority pursuant to ORS 456.055 through 456.235.

## **EXHIBIT C-9**

### **Compliance Requirements**

#### **LOW INCOME ENERGY ASISTANCE PROGRAM (LIEAP)**

SUBGRANTEE shall, and shall cause its subcontractors to comply with all of the requirements established by the following statutes, regulations, instructions, stipulations and rules.

Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35;) as amended by section 16 of the Older Americans Act Amendments of 1981 (Public Law 97-115); Title VI of the Human Services Reauthorization Act of 1984 (Public Law 98-558); title V of the Human Services Reauthorization Act of 1986 (Public Law 99-425); title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (Public Law 101-501); title III of the Human Services Amendments of 1994 (Public Law 103-252); section 110(p) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193); and title III of the Coats Human Reauthorization Act of 1998 (Public Law 105-285).

45 CFR Part 96, through Subpart J

ORS 458.505

OAR 813-200-000 et seq.

45 CFR 205.50 and 42 CFR 431 subpart F and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Care shall be taken to secure all files in the office so that unauthorized personnel do not have access to them.

General information, policy statements or statistical material which cannot be identified with any individual or family is not classified and may be given to, or provided by, agencies, helping organizations or contracted parties, unless restricted by Oregon Statutes, Federal Regulations or court orders.

All records shall be open to any and all federal, state and subgrantee auditors and/or examiners in the course of their normal auditing procedures.

Subgrantee intake workers, whether employees, agents or volunteers shall sign a form acknowledging that they have been advised that information regarding LIEAP intakes is confidential.



SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon LIEAP State Plan(s), the LIEAP Operations Manual, and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), manual(s) and Agreement(s) from the LIEAP Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

## **EXHIBIT C-10**

### **Compliance Requirements**

#### **RESIDENTIAL ENERGY ASSISTANCE CHALLENGE GRANT (REACH)**

SUBGRANTEE shall, and shall cause its subcontractors to comply with all of the requirements established by the following statutes, regulations, instructions, stipulations and rules.

62 FR 61344, 61 FR 45985, 63 FR 41685-effective 8-4-98.

61 FR 35518-35546 - Residential Energy Assistance Challenge Option Program

OAR 813-200-000 et seq.

OAR 813-210-000 et seq.

Low Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35;) as amended by section 16 of the Older Americans Act Amendments of 1981 (Public Law 97-115); Title VI of the Human Services Reauthorization Act of 1984 (Public Law 98-558); title V of the Human Services Reauthorization Act of 1986 (Public Law 99-425); title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (Public Law 101-501); title III of the Human Services Amendments of 1994 (Public Law 103-252); section 110(p) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193); and title III of the Coats Human Reauthorization Act of 1998 (Public Law 105-285).

45 CFR 205.50, 42 CFR 431 subpart F and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the Program and then only to the extent permitted under the above. Care shall be taken to secure all files in the office so that unauthorized personnel do not have access to them.

General information, policy statements or statistical material which cannot be identified with any individual or family is not classified and may be given to, or provided by, agencies, helping organizations or contracted parties, unless restricted by Oregon Statutes, Federal Regulations or court orders.

All records shall be open to any and all federal, state and subgrantee auditors and/or examiners in the course of their normal auditing procedures.

Subgrantee intake workers, whether employees, agents or volunteers shall sign a form acknowledging that they have been advised that information regarding REACH-assisted clients is confidential.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon REACH State Plan(s), the REACH Operator's Manual(s) and Agreement(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plan(s), Manual(s) and Agreement(s) from the REACH Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

## **EXHIBIT C-11**

### **Compliance Requirements**

#### **ALBINA EMERGENCY SERVICES PROGRAM (AESP) - FOOD**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following regulations and rules:

All applicable rules, regulations and assurances set forth by the Oregon Food Bank regarding the Emergency Food Assistance Program (EFAP). These rules include, but are not limited to:

- ◆ 7 CFR 250, as applicable
- ◆ 7 CFR Part 251
- ◆ OAR 813-220-000 to 0060

## **EXHIBIT C-12**

### **Compliance Requirements**

#### **COMMUNITY FOOD AND NUTRITION PROGRAM (CFNP)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following regulations, instructions and other documents:

Community Services Block Grant Act of 1981 (Title II of the Omnibus Budget Reconciliation Act of 1981, P.L. 97.35), Subsection 675(c) (1)(vi), Subsection 675(c)(1)(vii), and Subsection 675(c)(1)(E), as amended by P.L. 101-501: P.L. 103-252: Dept. Of Labor, Health and Human Services, Education and Related Agencies Appropriation of 1999.

Human Services Amendments v. 1994.

7 CFR 272.1 (c) and ORS 411.320 requires that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall ensure that its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances or terms set forth in the Oregon Community Food and Nutrition Program (CFNP) Work Plan and any agreements regarding CFNP between Oregon and the U.S. Office of Community Services, corresponding to the Federal Fiscal year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of the Work Plan and any such agreements from the CFNP Program Manager, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall ensure that all CFNP funds shall be used in accordance with P.L. 101-105.

- 1) To coordinate existing private and public food assistance resources, whenever such coordination is determined to be inadequate, to better serve low-income populations;
- 2) To assist low-income communities to identify potential sponsors of child nutrition programs and to initiate new programs in underserved or unserved areas; and,
- 3) To develop innovative approaches at the State and local level to meet the nutritional needs of low-income people.

ORS 456.515 to 456.725 and ORS 458.

ORS 458.525 to 458.545.

OAR 813-210-0000

## **EXHIBIT C-13**

### **Compliance Requirements**

#### **COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following regulations, instructions and other documents:

7 CFR Part 247  
7 CFR Part 250, as applicable  
FMC-74-4  
OAR 813-250-0000  
ORS 458.505-458.515

7 CFR 272.1 (c) and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon CSFP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the CSFP Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall notify OHCS and the U.S. Department of Agriculture Food and Nutrition Service Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition, or not in compliance with specifications at the time of their delivery to SUBGRANTEE and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCS for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, food commodities.

Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7 CFR § 250.14(a), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of food items being stored, and 5) permit inspection and inventory by OHCS, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCS due to noncompliance on the part of warehouse management. SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

## **EXHIBIT C-14**

### **Compliance Requirements**

#### **FOOD DISTRIBUTION PROGRAM ON INDIAN RESERVATIONS (FDPIR)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all the requirements established by the following regulations, instructions and other documents:

07 CFR 250.00, As applicable

07 CFR 253

ORS 456.555

FNS Handbook 501 The Food Distribution Program on Indian Reservations.

7 CFR 272.1 (c) and ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances and terms set forth in the Oregon FDPIR State Plan(s) and Agreement(s), if any, between Oregon and the responsible federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the FDPIR Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of food commodities.

SUBGRANTEE shall notify OHCS and the U.S. Department of Agriculture Food and Nutrition Service Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition or not in compliance with specifications at the time of their delivery to SUBGRANTEE, and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCS for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to food commodities.



Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7CFR § 253.8 (a)-(c), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of food items being stored, and 5) permit inspection and inventory by OHCS, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCS due to noncompliance on the part of warehouse management. SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

## **EXHIBIT C-15**

### **Compliance Requirements**

#### **GENERAL FUND FOOD GRANT (GFFG)**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules:

Chapter 725, Oregon Laws 1993

OAR 813-250-000 through 813-250-040 regarding administration of the Food Assistance Funds

ORS 411.320 requires that subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of these funds, nor will these funds be used to replace or supplant other funds in supporting the work of Regional Coordinating Agencies (RCA's) and their member programs. The funds are intended to build capacity throughout the statewide network and will be used to assist all areas of the State.

## EXHIBIT C-16

### Compliance Requirements

#### EMERGENCY FOOD ASSISTANCE PROGRAM (EFAP)

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations and rules:

The Emergency Food Assistance Act of 1983 (Pub. L. 98-8, Title II, §§ 201 to 210), as amended by the Hunger Prevention Act of 1988 (Pub. L. 100-435, Title I, §§ 101 to 107).

7 CFR Part 250, as applicable

7 CFR Part 251

OAR 813.220-000

7 CFR 272.1 (c) and ORS 411.320 require that Subgrantees, their agents, employees and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Care shall be taken to secure all files in the office so that unauthorized personnel do not have access to them.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Oregon TEFAP State Plan(s) and Agreements(s), if any, between Oregon and the responsible Federal agency, corresponding to the Federal Fiscal Year(s) for which funds are herein provided. SUBGRANTEE may obtain a copy of these State Plans and Agreements from the TEFAP Program Manager, 1600 State Street, Salem, OR 97301-4246.

SUBGRANTEE shall not diminish its normal expenditure for food because of receipt of food commodities.

SUBGRANTEE shall notify OHCS and the U.S. Department of Agriculture, Food and Nutrition Services Regional Office within three calendar months of its receipt of any food commodities that are stale, spoiled, out of condition, or not in compliance with specifications at the time of their delivery to SUBGRANTEE and shall take necessary action to obtain replacement of the food commodities from the U.S. Department of Agriculture.

SUBGRANTEE and its subcontractors shall 1) be liable to OHCS for any improper distribution or use of food commodities or for any loss of, or damage to, food commodities caused by their fault or negligence, 2) preserve a right to assert claims against other persons to whom food commodities are delivered for care, handling or distribution, and 3) take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, food commodities.

Any storage facility used by SUBGRANTEE must 1) be maintained in accordance with the standards set out in 7 CFR § 250.14(a), 2) clearly identify food commodities, 3) maintain an inventory system and conduct an annual physical inventory, which must be reconciled with the inventory records, 4) have insurance coverage sufficient to protect the value of foods items being stored, and 5) permit inspection and inventory by OHCS, the U.S. Comptroller General, the U.S. Department of Agriculture or any of their duly authorized representatives. This agreement may be terminated immediately by OHCS due to noncompliance on the part of warehouse management. SUBGRANTEE shall ensure that any contract it has with a storage facility shall be in writing, shall contain each of the terms contained in this paragraph, including a statement of the amount of insurance coverage, and shall permit immediate termination of the contract by SUBGRANTEE due to noncompliance on the part of the warehouse management.

## **EXHIBIT C-17**

### **Compliance Requirements**

#### **OREGON ENERGY ASSISTANCE**

SUBGRANTEE shall, and shall cause its subcontractors to, comply with all of the requirements established by the following statutes, regulations, instructions, stipulations and rules.

Senate Bill 1149 as enacted by the 70<sup>th</sup> Oregon Legislative Assembly – 1999 - Regular Session

Guidelines for implementation of this bill from January 1, 2000 until the date direct access is offered under section 1(1) of this 1999 Act are found in the Energy Assistance Operations Manual developed by Oregon Housing and Community Services. It is the intention of Oregon Housing and Community Services and the Advisory Committee on Energy that, until full implementation of SB 1149, the interim program mirror Low Income Energy Assistance Program as referenced in OAR 813-200-000 et.seq.

ORS 411.320 requires that subgrantees, their agents, employees, and subcontractors shall not use or disclose information regarding a public assistance recipient or applicant or individual receiving unemployment insurance unless disclosure is directly related to the administration of the program and then only to the extent permitted under the above. Subgrantees shall, and cause their subcontractors to, secure all files in the office so that unauthorized personnel do not have access to them.

General information, policy statements, or statistical material which cannot be identified with any individual or family, is not classified and may be given to, or provided by, agencies, helping organizations, or contracted parties, unless restricted by Oregon Statutes, Federal Regulations or court orders.

All records shall be open to any and all federal, state and subgrantee auditors, and/or examiners, in the course of their normal auditing procedures.

Subgrantee intake workers, whether employees, agents, or volunteers shall sign a form acknowledging that they have been advised that information regarding Energy Assistance intakes is confidential.

SUBGRANTEE shall ensure that all of its activities and procedures, and those of its subcontractors, are consistent with all commitments, assurances, and terms set forth in the Energy Assistance Operations Manual. SUBGRANTEE may obtain a copy of this manual from the OEA Program Representative, Housing and Community Services Department, 1600 State Street, Salem, OR 97301-4246.

MEETING DATE: JUN 28 2001  
AGENDA NO: R-1  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Apply for a Grant

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: June 28, 2001  
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Health DIVISION: Planning and Development  
CONTACT: Jo Ann Davich TELEPHONE # (503) 988-3663, ext. 26561  
BLDG/ROOM #: Portland Building, 14<sup>th</sup> Floor

PERSON(S) MAKING PRESENTATION: Lila Wickham

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Respond to a Food and Drug Administration Request for Proposals to Provide Food Safety Education.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT

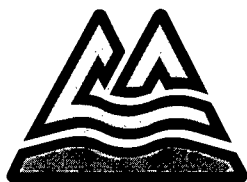
MANAGER: \_\_\_\_\_

*Lillian Shirley* 6/19/01

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 20 AM 9:57  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
1120 SW FIFTH AVENUE, 14TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 988-3674  
FAX (503) 988-3283  
TDD (503) 988-3816

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** Diane Linn, Chair

**FROM:** Bonnie Kostelecky, Director  
Planning and Development *Bonnie Kostelecky*

**THROUGH:** Lillian Shirley, Director *Lillian Shirley*

**SUBJECT:** Notice of Intent to Respond to a Food and Drug Administration  
Request for Proposals for Innovative Food Safety Projects

**DATE:** June 19, 2001

**REQUESTED PLACEMENT DATE:** June 28, 2001

### I. Recommendation/Action Requested

The Multnomah County Health Department (MCHD) is requesting approval to respond to a Request for Proposals to provide food safety education from the federal Food and Drug Administration (FDA). The FDA expects to award four \$50,000 grants through this competitive grant competition. The project duration is one year.

### II. Background/Analysis

The Multnomah County Health Department's Disease Prevention and Control Division addresses communicable and environmental-related diseases in the community. Prevention efforts are focused on reducing risky behavior through education, risk-focused counseling, and methods to block disease transmission such as immunizations and food service inspection. As part of its efforts, the Division provides education and testing for food handlers.

The proposed project will provide funds to support the County's Food Handlers Program, which includes the testing and licensing of food handlers. The educational resources to prepare food handlers to pass the test are very limited. Food Handler's manuals are available in English, Spanish, Korean, Chinese, Vietnamese, and Russian. For persons with reading, writing and language difficulties, videotapes are available to help them obtain their card. Videos are

available during the testing hours in the following languages: Chinese, (Cantonese and Mandarin), English, Korean, Spanish, Russian and Vietnamese. The Oregon Center for Applied Science (ORCAS) is developing an interactive computer-training program for food handlers that would improve the current educational materials. This training package uses graphics and visuals that would be helpful to limited English speakers and others. The proposed grant-funded project would provide money to purchase the hardware and software needed to run this interactive training program. ORCAS would work with the Preventive Health Division to computerize the food handlers test, using touch screen technology.

### **III. Financial Impact**

Multnomah County Health Department will request \$50,000 from the FDA to support the project. No new county funds are needed to support these projects.

### **IV. Legal Issues**

None.

### **V. Controversial Issues**

The proposed grant funds would improve current efforts.

### **VI. Link to Current County Policies**

The proposed project is consistent with current County policies, and addresses the benchmarks of reducing the incidence of tuberculosis.

### **VII. Citizen Participation**

Citizen stakeholders are represented on the MCHD's Community Health Council.

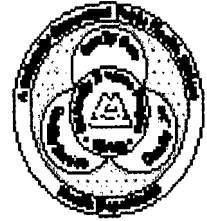
### **VIII. Other Government Participation**

The project will involve working with the Oregon Health Division and the Oregon Center for Applied Science.





# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
1120 SW FIFTH AVE, 14TH FLOOR  
PORTLAND, OREGON 97204  
(503) 988-3674  
FAX (503) 988-3283

BOARD OF COUNTY COMMISSIONERS  
DIANE M. LINN, CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY, DISTRICT 1 COMMISSIONER  
SERENA CRUZ, DISTRICT 2 COMMISSIONER  
LISA NAITO, DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS, DISTRICT 4 COMMISSIONER

## MEMORANDUM

**TO:** Multnomah County Board of Commissioners

**FROM:** Bonnie Kostelecky, Director  
Planning and Development

**THROUGH:** Lillian Shirley, Director

**SUBJECT:** Notice of Intent to Respond to a Food and Drug Administration  
Request for Proposals for Innovative Food Safety Projects

**DATE:** June 19, 2001

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**REQUESTED PLACEMENT DATE:** June 28, 2001

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The proposed project will provide funds to support the County's Food Handlers Program, which includes the testing and licensing of food handlers. The educational resources to prepare food handlers to pass the test are very limited. Food Handler's manuals are available in English, Spanish, Korean, Chinese, Vietnamese, and Russian. For persons with reading, writing and language difficulties, videotapes are available to help them obtain their card. Videos are available during the testing hours in the following languages: Chinese, (Cantonese and Mandarin), English, Korean, Spanish, Russian and Vietnamese. The Oregon Center for Applied Science (ORCAS) is developing an interactive computer-training program for food handlers that would improve the current educational materials. This training package uses graphics and visuals that would be helpful to limited English speakers and others. The proposed grant-funded project would provide money to purchase the hardware and software needed to run this interactive training program. ORCAS would work with the Preventive Health Division to computerize the food handlers test, using touch screen technology.

### **III. Financial Impact**

Multnomah County Health Department will request \$50,000 from the FDA to support the project. No new county funds are needed to support these projects.

### **IV. Legal Issues**

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### **V. Controversial Issues**

The proposed grant funds would improve current efforts.

### **VI. Link to Current County Policies**

The proposed project is consistent with current County policies, and addresses the benchmarks of reducing the incidence of tuberculosis.

### **VII. Citizen Participation**

Citizen stakeholders are represented on the MCHD's Community Health Council.

### **VIII. Other Government Participation**

The project will involve working with the Oregon Health Division and the Oregon Center for Applied Science.

MEETING DATE: June 28, 2001  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:35 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approve Resolution to Receive National Forest Safety-Net Payments

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, June 28, 2001

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSCD DIVISION: Transportation

CONTACT: Karen Schilling TELEPHONE #: (503) 988-5050 x 29635

BLDG/ROOM #: 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing Election to Receive National Forest Related Safety-Net Payments  
Under P.L. 106-393

*06/28/01 copies, including certified true  
copies, to Karen Schilling*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 28 PM 12:10  
MULTNOMAH COUNTY  
ORIGION



**Department of Sustainable Community Development**  
**MULTNOMAH COUNTY OREGON**

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Transportation Division  
1600 SE 190th Avenue  
Portland, Oregon 97233  
(503) 988-5050 phone

**SUPPLEMENTAL STAFF REPORT**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Harold Lasley, Transportation Director  
Karen Schilling, Transportation Planning Administrator

**TODAY'S DATE:** June 8, 2001

**REQUESTED PLACEMENT DATE:** June 28, 2001

**RE:** Approval of Resolutions to Receive National Forest and O&C Land Safety-Net Payments under P.L. 106-393.

**I. Recommendation/Action Requested:**

Approve the Resolution to receive National Forest Safety-Net payments and the Resolution to receive O&C Land Safety-Net payments.

**II. Background/Analysis:**

U.S. Congress adopted P.L. 106-393 in 2000 that provides for guaranteed minimum payments from the sale and removal of timber from National Forest lands. P.L. 106-393 also includes the sale and removal of timber from O&C Lands (Oregon and California Railroad grant lands). P.L. 106-393 replaces the related Act of 1908 and 1913 (National Forest lands) and updates the 1937 Act for O&C Lands. The current law is known as the "full payment amount." There are two resolutions (for Federal tracking); but the funds are combined and have the same constraints, so this staff report covers both resolutions.

Each County must elect to receive the traditional amount or the "full payment amount." This choice will be effective through fiscal year 2006. The "full payment amount" is higher than the traditional amount. Electing to receive the "full payment amount" requires the County to also elect to expend an amount not less than 15 percent nor more than 20 percent of its "full payment amount" as "project funds" dedicated to either Title II or Title III activities (see below). This second election will be made each fiscal year so that the amount can be changed annually to reflect changing priorities and needs. The remainder of the full payment amount is divided between Transportation and Schools, 75% and 25% respectively.

Title II activities are improvements to infrastructure and the forest ecosystem on Federal lands. The decision-making process is transferred to a Resource Advisory Committee and the Secretary of the U.S. Department of the Interior. The County has no direct decision-making authority.

Title III includes six categories mostly on Federal lands but not exclusively. The categories are as follows: Search/Rescue/Emergency Management, Community Service work Corps, Access and Conservation Easements, Forest Education, Fire Prevention Planning, and Cooperative Forestry Assistance Act of 1978. The County chooses the specific activities and amounts to be expended each year.

The resolutions reflect the County electing the "full payment amount" and electing to expend 20% on Title III activities. The specific activities in Title III and the amount of funds for each activity will be determined at a later date.

III. Financial Impact:

P.L. 106-393 is an increase to the County revenues by approximately \$800,000 for Federal fiscal year 2001. The funds are distributed at the beginning of each Federal fiscal year in October, so they will be deposited with the County in fiscal year 2002. Electing to expend 20% on Title III activities results in estimated revenues of \$431,600. The estimated balance is projected to be \$1.295 million for Transportation and \$431,600 for Schools. The County will need to make an annual election of 15 to 20% to be expended on either Title II or Title III activities.

IV. Legal Issues:

There are no legal issues. The resolutions are required by the Federal government to participate in the Safety-Net program.

V. Controversial Issues:

There are no controversial issues regarding the two elections that these resolutions address. A decision will need to be made annually on how to expend the Title III funds.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

Some Counties have chosen citizens to participate in the Resource Advisory Committee to choose projects for the Title II funds. Multnomah County chose not to participate in the Resource Advisory Committee, as it does not intend to expend funds in Title II.

VIII. Other Government Participation:

Each County with National Forest and/or O&C lands is required to make these elections prior to sending their decision on to the Federal government. Multnomah County has participated with Association of Oregon Counties (AOC) in developing the processes and resolutions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Election to Receive **National Forest** Related Safety-Net Payments Under P.L. 106-393

**The Multnomah County Board of Commissioners Finds:**

- a. Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads.
- b. The sharing of revenues from the National Forest lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from National Forest lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from most National Forest lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities.
- g. Title I, Section 102 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Governor of Oregon, who in turn must communicate the election by each county to the Secretary of the United States Department of Agriculture.
- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.

- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 102 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 102(d)(1)(B) of P.L. 106-393.
- l. Title I, Section 102(d)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Titles II and III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local resource advisory committees (RACs).
- n. RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. Multnomah County is projected to benefit by electing to receive its full payment amount rather than electing to receive its traditional share of National Forest revenues.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Multnomah County elects to receive its full payment amount pursuant to Title I, Section 102(a)(2) of P.L. 106-393.



2. Multnomah County allocates 20 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).
3. Of the total amount allocated to Title II and Title III projects above in paragraph 2, (Project Funds), Multnomah County further allocates between such Titles for federal fiscal year 2001 (for expenditure after federal fiscal year 2001) on the following basis: no Project Funds for expenditure on Title II projects and 100 percent of the Project Funds for expenditure on Title III projects.
4. The original or a certified copy of this Resolution shall be transmitted to Mr. Rocky McVay with instructions to reconvey the Resolution to the Office of Governor of the State of Oregon with a request that the Governor communicate the elections made herein to the Secretary of the United States Department of Agriculture.

ADOPTED this 28th day of June 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

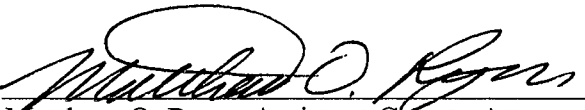
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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Matthew O. Ryan, Assistant County Attorney

KSRJ3723.DOC (TRANPLRPG520)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. \_\_\_\_\_**

Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393

**The Multnomah County Board of Commissioners Finds:**

- a. Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads.
- b. The sharing of revenues from the National Forest lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from National Forest lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from most National Forest lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities.
- g. Title I, Section 102 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Governor of Oregon, who in turn must communicate the election by each county to the Secretary of the United States Department of Agriculture.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-089**

Authorizing Election to Receive National Forest Related Safety-Net Payments Under P.L. 106-393

**The Multnomah County Board of Commissioners Finds:**

- a. Congress enacted in 1908 and subsequently amended a law that requires that 25 percent of the revenues derived from National Forest lands be paid to states for use by the counties in which the lands are situated for the benefit of public schools and roads.
- b. The sharing of revenues from the National Forest lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from National Forest lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from most National Forest lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize education and road maintenance funding through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects on federal lands or that benefit resources on federal lands, or in county projects or activities.
- g. Title I, Section 102 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the National Forest lands pursuant to the Act of May 23, 1908 and Section 13 of the Act of March 1, 1911, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Governor of Oregon, who in turn must communicate the election by each county to the Secretary of the United States Department of Agriculture.

- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.
- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 102 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend an amount not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 102(d)(1)(B) of P.L. 106-393.
- l. Title I, Section 102(d)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Titles II and III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of Agriculture.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are recommended by local resource advisory committees (RACs).
- n. RACs recommend projects for consideration by the Secretary of Agriculture, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with a designation of the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. Multnomah County is projected to benefit by electing to receive its full payment amount rather than electing to receive its traditional share of National Forest revenues.

**The Multnomah County Board of Commissioners Resolves:**

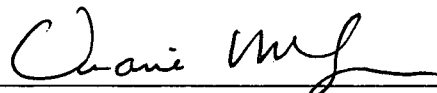
- 1. Multnomah County elects to receive its full payment amount pursuant to Title I, Section 102(a)(2) of P.L. 106-393.

2. Multnomah County allocates 20 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).
3. Of the total amount allocated to Title II and Title III projects above in paragraph 2, (Project Funds), Multnomah County further allocates between such Titles for federal fiscal year 2001 (for expenditure after federal fiscal year 2001) on the following basis: no Project Funds for expenditure on Title II projects and 100 percent of the Project Funds for expenditure on Title III projects.
4. The original or a certified copy of this Resolution shall be transmitted to Mr. Rocky McVay with instructions to reconvey the Resolution to the Office of Governor of the State of Oregon with a request that the Governor communicate the elections made herein to the Secretary of the United States Department of Agriculture.

ADOPTED this 28th day of June 2001.

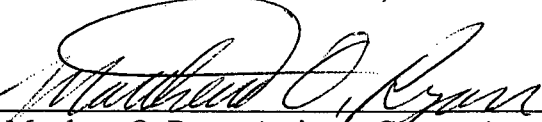


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney

MEETING DATE: June 28, 2001  
AGENDA NO: R-3  
ESTIMATED START TIME: 9:40 AM  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Approve Resolution to Receive O & C Lands Safety-Net Payments

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: Thursday, June 28, 2001  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSCD DIVISION: Transportation

CONTACT: Karen Schilling TELEPHONE #: (503) 988-5050 x 29635  
BLDG/ROOM #: 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing Election to Receive O & C Lands Related Safety-Net Payments  
Under P.L. 106-393

*cc/2001 copies to Karen Schilling;  
including certified true copies*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 28 PM 12:10  
MULTNOMAH COUNTY  
OREGON  
CLERK OF BOARD



Department of Sustainable Community Development  
**MULTNOMAH COUNTY OREGON**

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Transportation Division  
1600 SE 190th Avenue  
Portland, Oregon 97233  
(503) 988-5050 phone

## **SUPPLEMENTAL STAFF REPORT**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Harold Lasley, Transportation Director  
Karen Schilling, Transportation Planning Administrator

**TODAY'S DATE:** June 8, 2001

**REQUESTED PLACEMENT DATE:** June 28, 2001

**RE:** Approval of Resolutions to Receive National Forest and O&C Land Safety-Net Payments under P.L. 106-393.

**I. Recommendation/Action Requested:**

Approve the Resolution to receive National Forest Safety-Net payments and the Resolution to receive O&C Land Safety-Net payments.

**II. Background/Analysis:**

U.S. Congress adopted P.L. 106-393 in 2000 that provides for guaranteed minimum payments from the sale and removal of timber from National Forest lands. P.L. 106-393 also includes the sale and removal of timber from O&C Lands (Oregon and California Railroad grant lands). P.L. 106-393 replaces the related Act of 1908 and 1913 (National Forest lands) and updates the 1937 Act for O&C Lands. The current law is known as the "full payment amount." There are two resolutions (for Federal tracking); but the funds are combined and have the same constraints, so this staff report covers both resolutions.

Each County must elect to receive the traditional amount or the "full payment amount." This choice will be effective through fiscal year 2006. The "full payment amount" is higher than the traditional amount. Electing to receive the "full payment amount" requires the County to also elect to expend an amount not less than 15 percent nor more than 20 percent of its "full payment amount" as "project funds" dedicated to either Title II or Title III activities (see below). This second election will be made each fiscal year so that the amount can be changed annually to reflect changing priorities and needs. The remainder of the full payment amount is divided between Transportation and Schools, 75% and 25% respectively.

Title II activities are improvements to infrastructure and the forest ecosystem on Federal lands. The decision-making process is transferred to a Resource Advisory Committee and the Secretary of the U.S. Department of the Interior. The County has no direct decision-making authority.

Title III includes six categories mostly on Federal lands but not exclusively. The categories are as follows: Search/Rescue/Emergency Management, Community Service work Corps, Access and Conservation Easements, Forest Education, Fire Prevention Planning, and Cooperative Forestry Assistance Act of 1978. The County chooses the specific activities and amounts to be expended each year.

The resolutions reflect the County electing the "full payment amount" and electing to expend 20% on Title III activities. The specific activities in Title III and the amount of funds for each activity will be determined at a later date.

III. Financial Impact:

P.L. 106-393 is an increase to the County revenues by approximately \$800,000 for Federal fiscal year 2001. The funds are distributed at the beginning of each Federal fiscal year in October, so they will be deposited with the County in fiscal year 2002. Electing to expend 20% on Title III activities results in estimated revenues of \$431,600. The estimated balance is projected to be \$1.295 million for Transportation and \$431,600 for Schools. The County will need to make an annual election of 15 to 20% to be expended on either Title II or Title III activities.

IV. Legal Issues:

There are no legal issues. The resolutions are required by the Federal government to participate in the Safety-Net program.

V. Controversial Issues:

There are no controversial issues regarding the two elections that these resolutions address. A decision will need to be made annually on how to expend the Title III funds.

VI. Link to Current County Policies:

N/A



VII. Citizen Participation:

Some Counties have chosen citizens to participate in the Resource Advisory Committee to choose projects for the Title II funds. Multnomah County chose not to participate in the Resource Advisory Committee, as it does not intend to expend funds in Title II.

VIII. Other Government Participation:

Each County with National Forest and/or O&C lands is required to make these elections prior to sending their decision on to the Federal government. Multnomah County has participated with Association of Oregon Counties (AOC) in developing the processes and resolutions.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Election to Receive **O&C Land** Related Safety-Net Payments Under P.L. 106-393

**The Multnomah County Board of Commissioners Finds:**

- a. Congress enacted in 1937 and subsequently amended a law that requires that 75 percent of the revenues derived from revested Oregon and California Railroad grant lands (O&C Lands) be paid to counties in which the lands are situated, of which 50 percent has been available for use as general county funds.
- b. The sharing of revenues from the O&C Lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from O&C Lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from O&C Lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize communities through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects or activities on federal lands, or in county projects or activities.
- g. Title I, Section 103 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the O&C Lands, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Secretary of the United States Department of the Interior.

- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.
- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 103 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 103(c)(1)(B) of P.L. 106-393.
- l. Title I, Section 103(c)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Title II and Title III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of the Interior.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are nominated by local resource advisory committees (RACs).
- n. RACs recommend projects for consideration by the Secretary of the Interior, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. Multnomah County is projected to benefit by electing to receive its full payment amount rather than by electing to receive its traditional share of O&C Lands revenues.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Multnomah County elects to receive its full payment amount pursuant to Title I, Section 103(a)(2) of P.L. 106-393.

2. Multnomah County allocates 20 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).
3. Of the total amount allocated to Title II and Title III projects above in paragraph 2, (Project Funds), Multnomah County further allocates between such Titles for federal fiscal year 2001 (for expenditure after federal fiscal year 2001) on the following basis: no Project Funds for expenditure on Title II projects and 100 percent of the Project Funds for expenditure on Title III projects.
4. The original or a certified copy of this Resolution shall be transmitted to the Association of O&C Counties, Mr. Rocky McVay, with instructions to reconvey the Resolution to the Secretary of the United States Department of the Interior.

ADOPTED this 28th day of June 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

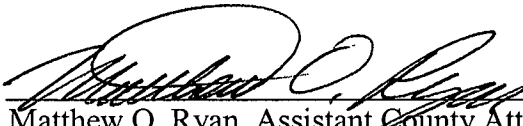
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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

  
Matthew O. Ryan, Assistant County Attorney

KSRJ3724.DOC (TRANPLRPG520)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 01-090**

Authorizing Election to Receive O&C Lands Related Safety-Net Payments Under P.L. 106-393

**The Multnomah County Board of Commissioners Finds:**

- a. Congress enacted in 1937 and subsequently amended a law that requires that 75 percent of the revenues derived from revested Oregon and California Railroad grant lands (O&C Lands) be paid to counties in which the lands are situated, of which 50 percent has been available for use as general county funds.
- b. The sharing of revenues from the O&C Lands is, in part, a recognition that these lands are not subject to local taxation, and also that counties provide services that directly benefit the lands and the people who use the lands.
- c. The principal source of revenues from O&C Lands is from the sale and removal of timber, and which has been sharply curtailed in recent years.
- d. The volume of timber sold annually from O&C Lands has declined precipitously, with a corresponding precipitous decline in revenues shared with counties.
- e. The United States Congress recognized a need to stabilize communities through predictable payments to the affected counties, job creation in those counties, and other opportunities associated with restoration, maintenance and stewardship of federal lands, and to achieve those goals enacted P.L. 106-393 in 2000.
- f. P.L. 106-393 provides for guaranteed minimum payments for the benefit of affected counties, as well as an opportunity to invest a portion of the guaranteed minimum payments in projects or activities on federal lands, or in county projects or activities.
- g. Title I, Section 103 of P.L. 106-393 gives each eligible county the right to elect to receive either its traditional share of revenues from the O&C Lands, or instead to receive the guaranteed minimum amount, also known as the "full payment amount."
- h. The election to receive either the full payment amount, or instead, the traditional share of revenues, must be communicated to the Secretary of the United States Department of the Interior.
- i. An election to receive the full payment amount is effective for all federal fiscal years through fiscal year 2006.

- j. Multnomah County is an eligible, affected county with the right to make an election pursuant to Title I, Section 103 of P.L. 106-393.
- k. Any county electing to receive the full payment amount must further elect to expend not less than 15 percent nor more than 20 percent of its full payment amount as project funds in accordance with Title I, Section 103(c)(1)(B) of P.L. 106-393.
- l. Title I, Section 103(c)(1)(B) of P.L. 106-393 requires that counties electing to receive the full payment amount must allocate its project funds for expenditure between projects in accordance with Title II of P.L. 106-393, projects in accordance with Title III of P.L. 106-393, and a return of the balance unspent under Title II and Title III to the General Treasury of the United States, and communicate such allocation to the Secretary of the United States Department of the Interior.
- m. Title II of P.L. 106-393 provides for special projects on federal lands or that benefit resources on federal lands, which projects are nominated by local resource advisory committees (RACs).
- n. RACs recommend projects for consideration by the Secretary of the Interior, with project funding supplied in whole or in part out of monies allocated for such purposes by participating counties.
- o. Counties that allocate funding to projects under Title II of P.L. 106-393, and are participants in more than one RAC, may further direct that their Title II project funds be divided between different RACs according to an allocation decided by each participating county, with such funds held in the General Treasury of the United States under the name of the county with the amount allocated to each RAC.
- p. Title III of P.L. 106-393 provides for county projects or services, some of which are associated with federal lands, with Title III authorizing expenditures for search, rescue and emergency services, staffing of community service work camps, the purchase of easements, forest related educational opportunities, fire prevention and planning, and community forestry pursuant to the Cooperative Forest Assistance Act of 1978.
- q. Multnomah County is projected to benefit by electing to receive its full payment amount rather than by electing to receive its traditional share of O&C Lands revenues.

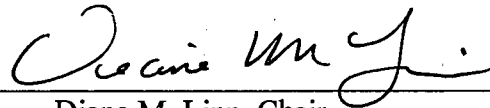
**The Multnomah County Board of Commissioners Resolves:**

- 1. Multnomah County elects to receive its full payment amount pursuant to Title I, Section 103(a)(2) of P.L. 106-393.
- 2. Multnomah County allocates 20 percent of its full payment amount for expenditure on projects under Title II and Title III of P.L. 106-393. Multnomah County will return none of its full payment amount to the General Treasury of the United States pursuant to Title I, Section 102(d)(1)(B)(iii).

3. Of the total amount allocated to Title II and Title III projects above in paragraph 2, (Project Funds), Multnomah County further allocates between such Titles for federal fiscal year 2001 (for expenditure after federal fiscal year 2001) on the following basis: no Project Funds for expenditure on Title II projects and 100 percent of the Project Funds for expenditure on Title III projects.
4. The original or a certified copy of this Resolution shall be transmitted to the Association of O&C Counties, Mr. Rocky McVay, with instructions to reconvey the Resolution to the Secretary of the United States Department of the Interior.

ADOPTED this 28th day of June 2001.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



KSRJ3724.DOC (TRANPLRPG520)

MEETING DATE: June 28, 2001  
AGENDA NO: B-1  
ESTIMATED START TIME: 9:45 a.m.  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Board Briefing on Developmental Disabilities Division Audit

BOARD BRIEFING: DATE REQUESTED: Thursday, June 28, 2001  
REQUESTED BY: Suzanne Flynn  
AMOUNT OF TIME NEEDED: 30 minutes

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: Non-Departmental DIVISION: Auditor's Office  
CONTACT: Judy Rosenberger TELEPHONE #: 503-988-3320  
BLDG/ROOM #: 503/601

PERSON(S) MAKING PRESENTATION: Suzanne Flynn, Matt Nice, LaVonne Griffin-Valade, Lorenzo Poe and Howard Klink

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Developmental Disabilities Division: Clarify and Coordinate Protective System

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Suzanne Flynn  
(OR)

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 JUN 20 PM 12:23  
MULTNOMAH COUNTY  
CLERK





**SUZANNE FLYNN**  
**Multnomah County Auditor**

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Portland, Oregon 97214

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June 20, 2001

Dear Multnomah County Citizen,

As you may have read the County was forced to take budget cuts for the next fiscal year. Our office was not immune. My goal, which I was able to achieve, was to not reduce auditor positions. As a result, I needed to find savings in other areas.

The Audit Summary Report that you have received today is an effort to reduce printing and distribution costs. Our office will continue to complete an in-depth report on all audits but we would prefer to lower costs by not printing and mailing it whenever possible. The full audit report will always be available at our web site. If you are unable to access the full report we will mail a copy to you upon request.

I hope that this audit summary accomplishes my goal – increased accountability – but at less cost. I would appreciate any feedback or suggestions that you might have. Please feel free to contact me by email or phone.

Sincerely,

Suzanne Flynn  
Multnomah County Auditor

## RECOMMENDATIONS

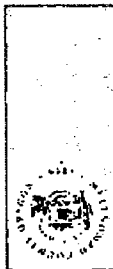
1. To improve the effectiveness of monitoring activities management should:
  - a. Create specific guidelines that address monitoring frequency, depth, and timeliness and clarify staff roles
  - b. Improve training for client care plan monitoring practices for case managers
  - c. Direct the Serious Event Review Team to use incident report data to coordinate monitoring efforts throughout DDSD
  - d. Increase the timeliness of incident reporting
2. To improve service quality management should:
  - a. Strengthen internal communication by seeking case manager input when making client decisions
  - b. Determine equitable workload and caseload criteria for case managers
3. To improve protective service activities, management should:
  - a. Increase the timeliness of communication with case managers and providers
  - b. Consider creating a separate intake function for protective services
  - c. Clarify expectations and enforce policy regarding follow-up on protective service investigations

Audit Report Summary  
Developmental Disabilities Division

For the complete report visit our web site  
[www.co.multnomah.or.us/aud/](http://www.co.multnomah.or.us/aud/)

Audit Report Summary  
Developmental Disabilities Division

M902  
MULTNOMAH COUNTY  
AUDITOR'S OFFICE  
501 SE Hawthorne Blvd., Room 601  
Portland, OR 97214-3588



### Audit Report Summary June 2001

Suzanne Flynn, Multnomah County Auditor

MULTNOMAH COUNTY

# Auditor's Office

[www.co.multnomah.or.us/aud/](http://www.co.multnomah.or.us/aud/)

503 988 3320

## Developmental Disabilities Division:

### Clarify and coordinate protective system

#### PURPOSE

The Developmental Disabilities Services Division (DDSD) serves eligible Multnomah County residents diagnosed as mentally retarded or with other developmental disabilities. As of December 2000, 3,078 individuals were receiving services through DDSD. This audit reviewed the system for ensuring the protection of client health, safety, and rights. The audit was included in our FY00-01 audit schedule and was conducted in accordance with generally accepted government auditing standards.

#### SUMMARY OF FINDINGS

We found elements of a comprehensive, sophisticated system, including multiple monitoring functions and procedures for addressing incident reports. However, these elements are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because DDSD failed to act, the audit team did identify areas that reduce the effectiveness of the system. Without correction the following weaknesses could threaten system stability and constitute a risk to clients:

- Providers do not report incidents in a timely manner
- Follow-up on protective service cases may be delayed
- Case managers do not always receive critical information
- Follow-up could be improved
- Workload could be managed more effectively
- Monitoring lacks coordination
- Monitoring requirements are not clear to staff
- Monitoring quality is impacted by caseload size
- Monitoring and investigating system lacks oversight coordination
- Increased service responsibilities will strain system

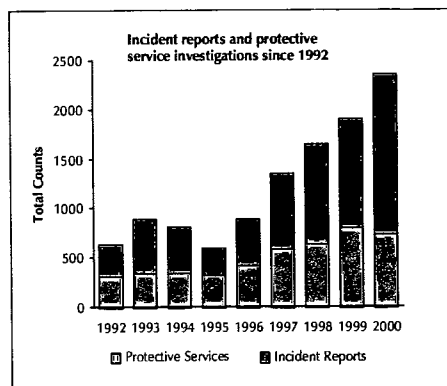
## BACKGROUND

The Developmental Disabilities Services Division (DDSD) is part of the Department of Community and Family Services. The Division provides services for individuals who have been diagnosed with mental retardation or developmental disabilities such as autism or cerebral palsy. While the DDSD delivers some services directly many are delivered by contracted providers. In addition to these disabilities, many clients suffer from substance abuse, multiple and complex medical concerns, and/or problem behaviors. Clients receive a range of services, including case management, residential care, vocational training, youth-to-adult transitional services, crisis diversion, and adult protective services.

The Division is mandated to provide client services, monitor client care, and provide protective services in a way that maintains a delicate balance between safety and individual rights. In FY2001, the Division was budgeted at nearly \$56 million and employed 95.6 FTE, of which more than half were case managers. Case managers act as client advocates, connecting clients with needed services and supports. To ensure client health and safety, the Division provides program monitoring, incident reporting, and the Serious Event Review Team.

As the number of clients and case managers has grown, so has the volume of incidents being reported. Since 1992, incident reports have grown by 381%, and referrals to protective services have increased by 140% (Exhibit 1).

Exhibit 1



## AUDIT RESULTS

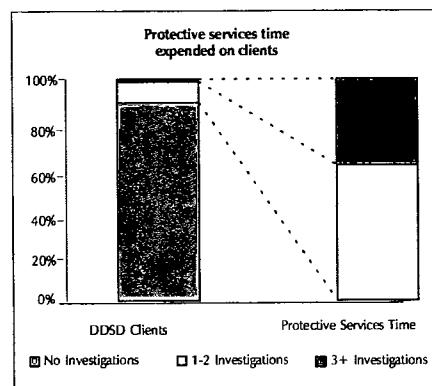
The incident reporting system is designed to receive and track reports generated by providers and DDSD staff. The Division's response to abuse and neglect is dependent upon the reporting of incidents. Generally, the system is comprised of these processes: provider incident reporting; case manager intake and evaluation; protective service intake and investigations; and recommendations and follow-up.

Most incident reports (70%) originate with service providers. We found that providers do not always report incidents in a timely manner, including those incidents that require protective service investigations.

Once incidents are reported to DDSD, internal communication problems impact the work of case managers, the staff most responsible for client care. Case managers may not receive information when actions are taken by other DDSD personnel to resolve client concerns. Also, follow-up to protective service investigations by Division staff may be delayed and is not always completed.

The Division has data available that could be used to increase the effectiveness of the reporting system. We found that 1% of DDSD clients accounted for 39% of the total investigation time expended (Exhibit 2). Further, incident reports were found to be the single best predictor of future investigations. Earlier resolution or attention might reduce the need for further investigation.

Exhibit 2



The system for monitoring of services also needs improvement. Monitoring requirements are not clear to staff and the process lacks coordination. Also, these efforts are impacted by high caseload volume. As a result, the quality of monitoring varies.

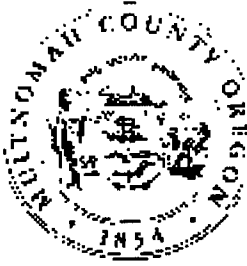
DDSD's Serious Event Review Team was recently established to improve and standardize protective service reporting throughout the state. While this group could be instrumental in improving some of the problems we found, these efforts are not coordinated with the incident reporting or service monitoring systems.

The Division anticipates an expansion in services over the next five years that will result in an estimated 1,100 individuals receiving more services. To prepare for this DDSD plans to hire more personnel and reduce caseloads, contingent on funding from the state. Based on our findings, we would also urge management to strengthen the incident reporting system, and to clarify and coordinate service monitoring activities, as well as all oversight functions. Detailed recommendations are on the next page.

## RESPONSE TO THE AUDIT

We appreciate the thorough analysis and recommendations contained in the report of the Audit of the Developmental Disabilities Services Division's (DDSD) Incident Reporting, Protective Services, and Monitoring systems. The report identifies a broad range of issues of concern to DDSD, most of which were being addressed as part of a systems change effort that was initiated before the Audit began and will continue to be addressed as part of our commitment to continuous quality improvement. The information provided by the Audit will help us to refine our strategies and hopefully accelerate the improvement process.

We were extremely pleased to read that the Auditor's, "found elements of a comprehensive, sophisticated system in place," and further, "saw no evidence that client harm occurred because DDSD failed to act." We accept all of the recommendations as legitimate and valid areas of focus to make system's improvements. (The full audit report includes a detailed outline of the Auditor's recommendations and summary of DDSD efforts completed or underway in each area. The DDSD response also included additional information to clarify a few important elements of the Incident Reporting, Protective Services and Monitoring systems that were understated or incompletely described.)



**SUZANNE FLYNN, Auditor**  
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## MEMORANDUM

Date: 06/08/2001

To: Diane Linn, Multnomah County Chair  
Maria Rojo de Steffey, Commissioner, District 1  
Serena Cruz, Commissioner, District 2  
Lisa Naito, Commissioner, District 3  
Lonnie Roberts, Commissioner, District 4

From: Suzanne Flynn, Multnomah County Auditor

Subject: Developmental Disabilities Division Audit

The attached report covers our audit of monitoring and protective services systems within the Developmental Disabilities Division in the Department of Community and Family Services. This audit was included in our FY00-01 Audit Schedule.

The Division provides services for individuals who have been diagnosed with mental retardation or with other developmental disabilities. The Division is mandated to provide client services, monitor client care, and provide protective services in a way that balances the safety of the individuals and still allows autonomy in life decisions.

The processes that the Division has in place to ensure client safety and welfare are extensive. Some of the elements, however, are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because the Division failed to act, we did identify several weaknesses. These weaknesses cause a lack of consistency in the Division's response to client concerns. Additional stress on the system due to a state expansion of services to clients increases the risk that these weaknesses could lead to client harm.

We have discussed our findings and recommendations with DCFS and Division management and included their responses in the report. Pursuant to our new practice we will follow-up in 6 - 12 months and issue a report at that time.

We appreciate the cooperation and assistance extended to us by the management and staff of the Developmental Disabilities Division.

## Developmental Disabilities Division

Clarify and coordinate protective system  
June 2001

**Suzanne Flynn**

Multnomah County Auditor

**LaVonne Griffin-Valade**

**Matt Nice**

Audit Staff

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Howard Klink, Senior Manager, DDSD	

## Summary

The Developmental Disabilities Services Division (DDSD) serves eligible County residents diagnosed as mentally retarded or with other developmental disabilities. This audit was conducted to determine the ability of DDSD to recognize, prevent, and respond to the abuse and neglect of these vulnerable citizens.

It is the County's responsibility to monitor client care, respond to critical events, and provide protective services. We examined the Division's monitoring processes and analyzed the system developed by DDSD to log, track, and respond to incidents involving clients. Finally, we reviewed the work of the team responsible for gathering and analyzing serious event information and coordinating with the state's data collection efforts.

We found the elements of a comprehensive, sophisticated system in place, but these elements are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because DDSD failed to act, the audit team did identify weaknesses that threaten the effectiveness of the monitoring, reporting, and protective service systems. These deficiencies constitute a risk to clients, particularly in light of projected increases in the services individuals will receive.

The system for responding to abuse and neglect is dependent upon the reporting of incidents. Most incident reports (70%) originate with providers who contract with the County to serve clients. Incident reports are the only systematic way for DDSD to receive and track client problems as they occur. We found that providers do not always report incidents in a timely manner, including those incidents that require protective service investigations.

We saw that once incidents are reported to DDSD, internal communication problems impact the work of case managers, the staff most responsible for client care. Case managers may not receive information when actions are taken by other DDSD personnel to resolve client concerns. We also found that follow-up to protective service investigations by Division staff may be delayed and is not always completed.

The system for monitoring of services needs improvement. Monitoring requirements are not clear to staff and the process lacks coordination. Also, these efforts are impacted by high caseload volume. As a result, the quality of monitoring varies.

In February 2001, DDSO initiated a Serious Event Review Team in response to state efforts to improve and standardize protective service reporting throughout the state. While this group could be instrumental in improving some of the weaknesses we found, these efforts are not coordinated with the critical incident reporting or service monitoring systems.

The Division anticipates an expansion in services over the next five years that will bring more services to 1,100 current clients. To prepare for this, DDSO plans to hire more personnel and reduce caseloads, contingent on funding from the state. Based on our findings, we would also urge management to strengthen the critical incident reporting system, and to clarify and coordinate service monitoring activities, as well as all oversight functions.

DDSO is ultimately responsible for protecting clients while ensuring they have choice in their care. This requires well-coordinated processes that are responsive to multiple care concerns. It also requires a system that responds effectively, even when those working closely with clients have not. The problems identified in our audit need to be addressed in order to best serve clients, their families, and the communities of Multnomah County.



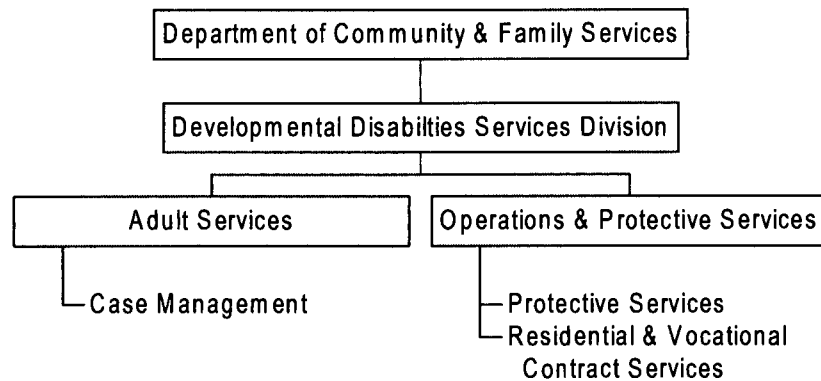
## Background

The Developmental Disabilities Services Division (DDSD) is part of the Department of Community and Family Services. The Division provides services for individuals who have been diagnosed with mental retardation or developmental disabilities such as autism or cerebral palsy. In addition to these disabilities, many clients suffer from substance abuse, multiple and complex medical concerns, and/or problem behaviors.

Clients receive a range of services, including case management, residential care, vocational training, youth-to-adult transitional services, crisis diversion, and adult protective services. Changes in service delivery philosophy have moved clients from state operated facilities to community-based services. In addition, the state is working to reduce the number of individuals waiting for services, significantly increasing the number of clients receiving expanded services over the next five years.

Exhibit 1

Organizational chart  
related to audit scope



In fiscal year 2001, the Division was budgeted at nearly \$56 million, with contracted residential services accounting for \$33 million (59%). The bulk of this funding originates with federal Medicaid dollars and flows through the Oregon Department of Human Services. DDSD acts as a designee of the state providing locally designed and administered services to over 3,000 clients.

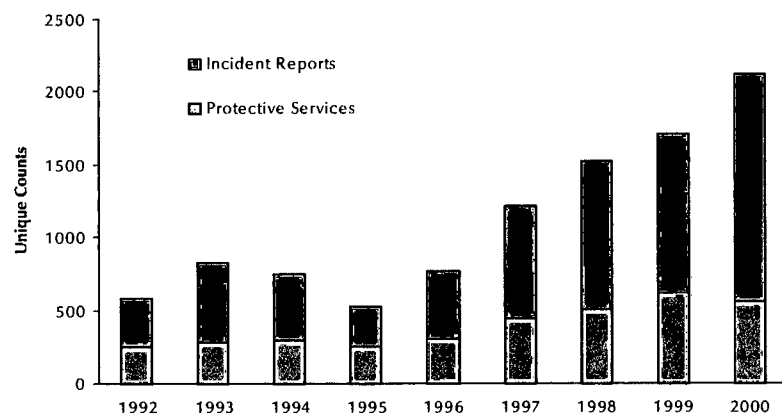
DDSD's staffing for FY 2001 was 95.6 FTE, of which more than half were case managers. Case managers act as client advocates, connecting clients with needed services and supports while emphasizing the importance of choice in the services they receive.

The Division is mandated to provide client services, monitor client care, and provide protective services in a way that maintains a delicate balance between safety and individual rights. Because the Division must allow and encourage client autonomy in life decisions, the potential exposure of clients to harmful situations increases. To ensure client health and safety, the Division provides program monitoring, incident reporting, and the Serious Event Review Team.

As the number of clients and case managers has grown, so has the volume of critical incidents being reported. Since 1992, reports of critical incidents have grown by 381%, and protective services referrals have increased 140% (Exhibit 2). In 2000 a total of 2,361 incidents were reported, some consisting of multiple allegations. Over half of all incident reports were for medical/hospitalization incidents or client behavioral concerns. Fifty-nine percent of all protective services referrals were for allegations of client abuse, with 28% for client neglect/provider negligence.

Exhibit 2

Incident reports and protective  
service investigations since  
1992



### Scope and Methodology

The purpose of this audit was to review the County's processes for ensuring that the health, safety, and rights of service recipients are protected. We focused on the monitoring of client care, incident reporting, and the Serious Event Review Team.

Auditors observed DDSD staff as they conducted site visits at several facilities, attended client service plan meetings, and met with providers. We interviewed a number of Division staff and managers, as well as state and federal officials. We performed analyses of DDSD databases and information tracked at the state level, and we conducted a file review from separate random and risk-based samplings of protective service case files.

We reviewed state and federal laws, administrative guidelines, and legislation, and we examined the Division's policies, procedures, and case management standards. The audit team completed a literature review that included research studies and Congressional committee reports. We viewed DDSD staff training videos and pertinent reports and documents. Other jurisdictions were also surveyed.

The audit was included in our FY2001 audit schedule and was conducted in accordance with generally accepted government auditing standards.

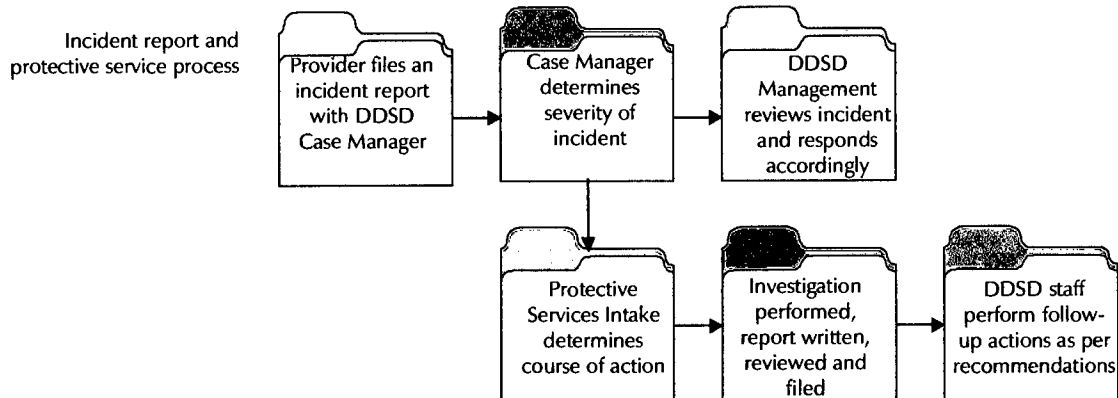
## Audit Results

Reports of incidents are essential for client protection

State administrative rules require that the Developmental Disabilities Services Division (DDSD) ensure the protection and safety of the clients they serve. Many individuals receiving service have multiple and complex care concerns, while others function well on their own or have relatively few problems. It is important that the County system consider the differences in client needs and be able to respond effectively in all situations.

The incident reporting system is designed to receive and track reports generated by providers and DDSD staff. Incident reports are the only systematic way for DDSD to identify client concerns as they occur. The incident reporting system is used to document and respond to problems, as well as initiate protective service investigations. Generally, the system is comprised of these processes: provider incident reporting; case manager intake and evaluation; protective service intake and investigations; and recommendations and follow-up. The flow chart below illustrates these processes.

Exhibit 3



Incident reports can be used to inform case managers about a variety of day-to-day matters, such as a client's vacation plans or to request service changes. They can also be used to document more significant concerns, like provider paperwork errors, scheduled or unscheduled medical care, client injuries, and allegations of abuse or neglect.

Included in the report is specific information regarding the incident or event (time, date, location, persons involved), its description, what led up to the incident, and the outcome.

In 70% of occurrences, it is the service provider who sends a report to the case manager. Those reports that simply update client information are usually recorded in the client's progress notes. More serious events are documented as incidents reports and include:

- medication irregularities
- injuries
- accidents
- acts of physical aggression
- unusual incidents involving a client

During the "intake" process, the case manager usually conducts the initial review of the report and determines the nature and severity of the incident. If the case manager decides the report is a more serious event, it is routed to a supervisor for review and possible response. This typically takes 2.6 days to complete. The report information is then entered into a database and the paper document is filed. Suspected cases of abuse or neglect bypass this process and are immediately sent to the protective service unit.

Providers do not report incidents in a timely manner

The critical incident reporting system provides a safety net for identifying situations of client abuse and for predicting protective service activity. This makes it particularly important that providers promptly report incidents. Our analyses of the incident report data for 2000 found that DDSD does not receive information from providers in a timely manner, including those cases where neglect or abuse is suspected.

According to state administrative rules, providers must send information in writing to DDSD within five working days of the event and immediately in cases where abuse or neglect is suspected. The average time period between the event and the initial report, excluding cases of suspected neglect or abuse, was 7.85 working days. Five hundred ten (33%) incident reports were reported to DDSD beyond the required five working days.

Cases in which neglect or abuse was suspected averaged 6.2 working days between the event and DDSD notification. Two hundred thirty

cases (41%) of alleged abuse or neglect were reported to the County beyond one working day. In addition, analyses found no statistically significant difference between reporting time for cases of suspected abuse or neglect and less serious incidents. This suggests that many provider staff may not distinguish between less serious events and incidents of alleged abuse or neglect. Provider agencies we spoke with regularly train their employees to report incidents, but high turnover rates may contribute to reporting problems.

An examination of several case files supported the findings that emerged from the data. There were multiple examples of a significant time lag between date of incident and DDS intake. One protective service referral we reviewed showed that a client's serious infection went unreported by group home staff for 27 days. In another case that took 23 days to report to the Division, a client was injured, police were called, and the client was taken to the emergency room. We found that provider performance ranged from those who report incidents within the required period to those that are less timely. The County's system must be able to identify and respond effectively to these differences.

DDS expressed concern about providers that do not file incident reports. Management stated providers who are known to not submit reports are monitored more actively. However, there is currently no formal process for tracking and addressing potential reporting problems, such as a lack of incident reporting. It is possible that critical incidents may go unreported in facilities that initiate few or no reports. Without incident reports, important information is not available for decision-making and to direct monitoring activities.

Follow-up on  
protective service  
cases may be delayed

DDS protective service investigators conduct intake of alleged cases of client abuse, client neglect, or client rights restrictions. Intake responsibilities are rotated among the investigators who review all referrals to determine if further investigation is needed. If the intake investigator finds that abuse criteria were not met, the incident report is usually referred back to the case manager. For cases that require further review, the intake investigator must 1) begin an investigation into the nature and cause of the alleged abuse, 2) conduct an assessment of the need for protective services, and 3) provide protective services if those services are needed. During the course of our review, DDS had two levels of investigation - full and "tracked," a less intensive procedure.

Full investigations begin by contacting the provider administration, and when necessary taking immediate action such as removal of the client or reassignment of provider staff. The investigators interview witnesses, gather evidence, and log other pertinent information in the case file. When an investigation is complete, the investigator determines whether an allegation is substantiated, unsubstantiated, or inconclusive and drafts a report with follow-up recommendations. Once the supervisor reviews and approves the report, it is disseminated to DDS staff involved with the case and the state Office of Developmental Disability Services.

We reviewed data during our audit that included cases (65%) that were tracked by protective services instead of receiving full investigations. In tracked cases, intake investigators conducted brief investigations, made recommendations, and assigned follow-up. For example, a case might have been tracked instead of fully investigated if the alleged perpetrator was a provider staff person who had since left the agency.

The Division is required by state administrative rules to initiate a review within 24 hours of receiving a report of alleged abuse or neglect. In addition, DDS is required to complete its investigations and reports within 45 calendar days from referral to the County. Results of our analyses found that protective services initiates investigations in a timely manner, but does not always complete reports within the required time. Since recommendations are not circulated until the report is finalized, some essential follow-up activities may be delayed.

According to 2000 data, once DDS received allegations of abuse and neglect, they were typically referred to the protective service unit in less than one working day. On average it took protective services 42 days to complete a full investigation and less than one day to complete a tracked case. However, 52 protective service investigations took more than the mandated 45 calendar days to complete.

Our review of case files confirmed that considerable time often elapses between the end of an investigation and issuing the final report. In a number of examples, the report and recommendations were not distributed until months after the investigation was completed. One contributing factor revealed by data analysis was the variance in the time individual investigators take to complete reports.

Case managers do not  
always receive critical  
information

After a case manager routes an incident report to a supervisor, it is often forwarded to specialists who interact with providers to resolve concerns. While case managers usually receive acknowledgement of

the supervisor's review, they are not always informed how concerns identified in the report were addressed. We also found that decisions made as a result of incident reports often occur without case manager input. In addition, those decisions are not necessarily shared with case managers. These are examples of significant communication concerns that can ultimately impact service quality. DDSO has taken some initial steps to improve the internal information loop, but communication problems will continue without concerted efforts by management to prevent them.

Communication about protective service investigations could also be improved. Case managers and providers often cannot respond promptly because protective service investigation findings and recommendations are not timely. In addition, providers only receive reports if they submit a formal request. Although some protective service staff indicated that investigative findings might be shared by phone with agency administrators prior to the completion of the report, this does not appear to be standard procedure.

Because the average full investigation and reporting process takes six weeks to complete and since additional time is needed for providers to request reports, timeliness of report dissemination may be hindered. This may also prevent full understanding and implementation of report follow-up recommendations and contribute to poor communication.

Further, protective service investigators may not seek case manager input when formulating their formal recommendations. Follow-up recommendations and other decisions are often made without considering the case manager's perspective and understanding of a client's needs and history.

Follow-up could be improved

Follow-up actions are an important component of ensuring client health and safety. Typically, the case managers and contract monitoring staff are expected to ensure that protective service recommendations are carried out. Those activities range from checking client status, to carrying out legal actions, to placing a client in another facility.

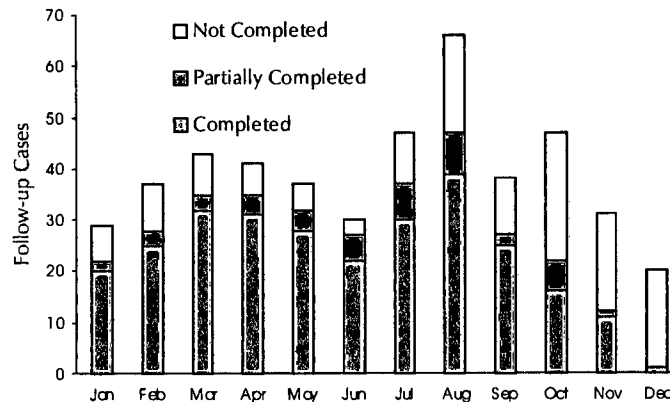
While a follow-up policy exists, management enforcement of this policy is inconsistent and crisis driven. This has led to several problems with the follow-up process. Reports tracking follow-up completion are not consistently produced nor disseminated to management and staff. The follow-up database indicated that only 60% of cases that were assigned follow-up were completed. Data also showed that a number of



personnel had outstanding follow-ups, some going back several years. File review revealed several cases where follow-up activities might actually have occurred, but the information was not captured in the database. In some of these instances, documentation of follow-up was not completed or not forwarded to data entry. Exhibit 4 shows the volume of cases fully, partially, and not completed in 2000.

Exhibit 4

Follow-up recommendations  
fully, partially, and not  
completed in 2000



In mid-year 2000, management began tracking the number of days staff take to perform follow-up. Analysis of these limited data showed positive evidence of time requirements being met. We found that of the 68 cases where follow-up was completed, only three cases took longer than one month (31 calendar days).

According to Division policy, personnel assigned to follow-up recommendations must complete those activities within one month after the report is distributed. Management has acknowledged that follow-up policies may not have been regularly enforced and that the completion and documentation of follow-up activities has not always been a priority. DDSD administrators attribute this to the need to be crisis driven and the effect that has on staff resources. There is no doubt that crisis response is a major portion of the Division's work, but good follow-up could make DDSD more proactive and less reactive.

Recent efforts to more closely supervise follow-up documentation appear to have had results, but improvements are needed. Until the follow-up procedures are used consistently, management will not be able to accurately determine if proper follow-up occurred or whether it occurred in a timely fashion.

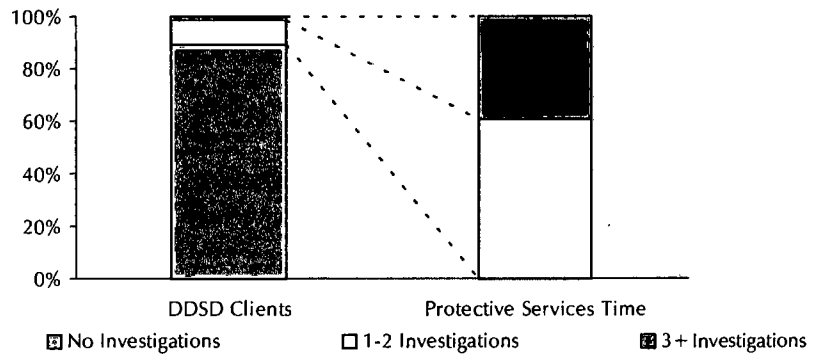
Workload could be managed more effectively

The Division has data available that could be used to increase the effectiveness of the incident reporting system and improve their response to client problems. Our analysis suggests that workload and intake duties, rather than the application of specific investigation criteria, may affect the decision by protective service personnel to investigate.

An analysis of the year 2000 investigation data found that 11% (330) of DDSD clients were involved in protective services investigations. Of those, 288 clients were involved in one or two isolated investigations each, with the remaining 42 involved in three or more investigations each. Thus, 1% of DDSD clients accounted for 39% of the total investigation time expended (see Exhibit 5). On average, it took investigators 45% more time (17.8 days) to investigate cases with clients involved in frequent investigations (three or more). Cases with clients involved in isolated investigations (one or two investigations) required an average of only 12.3 days to investigate.

Exhibit 5

Protective services time expended on clients



There are various reasons for the higher number of incidents involving a small group of DDSD clients. In some cases, the clients are medically fragile with multiple and complex medical problems. Other times, clients may harm themselves or others because of self-injurious, violent, or adventure-seeking behaviors. The Division is mandated to allow clients autonomy in life decisions, and this can potentially expose clients to more harmful situations. DDSD must also monitor client care and provide protective services in a way that maintains a delicate balance between safety and clients' rights. In one case we reviewed with multiple protective service referrals, the client chose to continue an abusive relationship. In keeping with client choice standards, the goals of the provider and DDSD in this example were to protect and support the client and maintain a stable living situation.

Using multiple regression models of client and incident report databases, we found that incident reports were the single best predictor of future protective services investigations. These models were able to predict 20% of the volume of protective services investigations by facilities and 85% by case managers.

Our review of case files confirmed the predictive link between incident reporting and protective services. In one incident report we saw, group home staff could not account for a client's vacation receipts and missing money. The client's funds were not reimbursed until months later when another report was filed and referred to protective services. Earlier resolution or attention might have reduced the need for additional investigation.

We also found that the protective service intake function affects the performance of the unit. Assigning investigators intake responsibility for one week each month extends the amount of time needed to complete their ongoing investigations. Some investigators expressed frustration with the way these intake duties interfere with investigative responsibilities.

Rotating intake investigators may also impact the consistency of cases routed to full protective service investigations. A review of the past three years of event data suggests some instances where either increased referrals and/or reduced number of investigators were associated with decreases in the portion of cases receiving a full investigation. Although the team of investigators conducts ongoing peer review to ensure objectivity and consistency in decisions, some protective service staff did acknowledge the potential for conflict between intake duties and workload.

#### Monitoring lacks coordination

It is also the responsibility of the Division to monitor the services clients receive. The intent of monitoring is to identify problems early, but specific procedures are not clearly outlined in the state administrative rules. How the monitoring function is carried out is generally subject to interpretation by DDSD.

We identified four distinct monitoring functions performed by various DDSD staff:

- client care plan monitoring
- monitoring of the facility environment
- facility licensing reviews
- monitoring of contractual agreements

These approaches to monitoring often require that staff adopt multiple roles. Also, activities regularly involve different DDSD work units. This has created some confusion about who is responsible for monitoring, as well as the level of monitoring required in each situation.

Case managers generally conduct client care plan monitoring. Each care plan is tailored to individual clients and is an agreement that obligates contractors to deliver specific services. Clients, providers, and case managers collaborate to identify service needs (i.e. type of residential care, amount of staff oversight, special medical needs, and type and number of vocational hours) and develop a plan with those needs in mind.

Facility environmental monitoring is usually carried out in brief, unannounced site visits, where staff "look, listen, and smell" to identify problems. Superficial in nature, these visits are intended to maximize staffing resources to allow for more monitoring coverage. Recently, in response to concerns raised by various Division staff about particular residential facilities, all DDSD personnel were directed to participate in environmental monitoring. These efforts have increased the level of overall monitoring and added to the information collected by DDSD.

Facility licensing reviews of residential sites are performed by the state licensing team and include one DDSD program specialist. The monitoring of contractual agreements is also conducted by program specialists and focuses on concerns the Division has with contracting agencies. These approaches to monitoring provide additional information to case managers, as well as being a means of management oversight of the work of case managers.

Monitoring may not be clearly understood or accepted by DDSD personnel, and this may contribute to ineffective coordination of these efforts. Also, perspectives on monitoring vary throughout DDSD. Some case managers believe strongly that monitoring is an essential part of their role, including the need to work with contract agency staff to correct deficiencies. Other case managers view it as a risk to their relationship with residential providers and a responsibility best carried out by program specialists. Some Division managers agree that the lack of role clarification is a concern.

Monitoring  
requirements are not  
clear to staff

We identified a number of problems that reduce the effectiveness of service monitoring by DDSD staff. Monitoring guidelines lack clarity and are applied inconsistently. What should be reviewed during monitoring visits or how frequently these visits should occur, has not been specified.

Orientation of new case managers and ongoing training do not prepare case managers for in depth monitoring of client care plans. According to DDS standards, new employees are to be mentored in order to learn DDS case management practices. Management acknowledged that mentoring does not occur on a formal basis, nor does it occur at the frequency or the depth that is needed for consistent skill building. They attribute much of this to high caseload size and lack of resources within the organization.

Just prior to our audit, a cross-functional team developed monitoring training for DDS staff. The training was primarily designed to introduce all personnel to the concept of facility environmental monitoring. A review of the training videos and staff evaluations revealed that the training did not prepare participants to conduct thorough, organized monitoring. Additional training was supposed to follow, but that has not yet occurred. Managers did develop a checklist to use during monitoring, but according to veteran case managers, it provides inadequate guidance.

The lack of clear policy and effective training has resulted in monitoring based on individual approaches rather than proven standards. This has led to inconsistent monitoring practices. We found that monitoring ranged from meticulous review and comparison of documentation, to a quick, superficial examination of client notes. On multiple occasions, we observed staff glancing through client medication logs without scrutinizing the entries. Also during some monitoring visits, the audit team discovered problems that DDS staff likely would have found if they had conducted more thorough review.

We found a range of skill and experience among case managers, which impacts how monitoring is carried out and how client problems are addressed. Regardless of the differences in staff abilities, the County's system must be able to respond effectively.

Monitoring quality  
impacted by  
caseload size

High caseload volume reduces the amount of time available for case managers to conduct quality monitoring of client care. As a result, thorough and frequent review of services may not be feasible. Case managers working with clients receiving contracted services have caseloads that range from 72 to 86. Some case managers confirmed that high caseloads were a problem and that client care plan monitoring was often not being done as a result of those caseloads. In addition, the new requirement for staff to perform facility environmental monitoring leaves even less time available to perform more in depth

monitoring. DDSD managers agreed that the size of caseloads was a concern for all of their services. However, management believes the impact on monitoring of contracted services is minimized by the range of monitoring activities being conducted.

Monitoring and  
investigations  
system lacks  
oversight  
coordination

The Serious Event Review Team (SERT) was initiated February 2001 in response to state efforts to improve and standardize protective service reporting throughout the state. Its function is to integrate the Division's existing data collection mechanisms with the state's new system. County-level protective service referrals and incident information will be entered online and used to identify state and local trends. The data will be available by individual client, provider, or any number of combinations. The state mandated this system as a means of responding to new federal Health Care Finance Administration requirements.

The SERT is a multidisciplinary group of personnel from throughout the Division. They are beginning to analyze incident report data, have redesigned the incident report form, and are working to bring about full implementation. Another SERT goal is to build better communication that includes case managers.

DDSD collects a great deal of data, yet it has struggled with using that information to improve monitoring and decision-making. The work of SERT will assist the Division's efforts. Administrators identified some ways in which they would like to see the information used, including prediction of problem sites and tracking of incident reports by facility. But managers cited lack of time related to high caseloads and lack of available training as the primary reasons for not taking advantage of the information available to them.

The current monitoring functions, the incident reporting system, and the SERT are independent structures that operate with a low degree of integration. This has led to a fragmented risk management system that could be strengthened by coordination of internal and external processes. For instance, clarifying the purpose of various monitoring activities for staff could increase incident reporting. Increased incident reporting could address issues identified by SERT and provide more comprehensive information. Further, SERT could conduct risk-based analyses to identify facilities or provider agencies where monitoring activities should be focused.

The Division recognizes many of the weaknesses we identified in our audit. In some cases, management has been working to correct

problems. For example, prior to our audit, DDSD formed the monitoring committee and the case management redesign committee to address some of the concerns noted in our report. Managers and the SERT also took steps to strengthen data collection and analysis before and during the audit. We support these efforts, and we encourage further improvements and greater coordination of existing processes to ensure client health and safety.

Increased  
responsibilities will  
strain system

The state Department of Human Services has recently committed to expanding services to all adults with developmental disabilities in Oregon. As a result, DDSD anticipates that over the course of the next five years, approximately 1,100 of current clients will receive more services. This represents an increase in the client population receiving expanded services.

To prepare for the expansion of services, DDSD plans to hire more personnel and reduce caseload ratios, contingent on funding from the state. These changes would address our concerns about high workload volume, as long as case managers are adequately prepared and supported. Management's priority must be to specify practices for in depth monitoring of client care plans. They also must provide training and mentoring, reinforce reporting and follow-up standards, and clarify staff roles. Doing so will build greater consistency and strengthen the Division's ability to intervene and respond when problems occur.

Existing monitoring and incident reporting processes rely heavily on the work of committed staff with good intentions. These professionals are responsible for protecting clients, but they do so without adequate guidelines, direction, or supervision. They perform this work in an uncertain environment, where even the best providers can fail to properly care for clients. The risk of client harm is high, and the expansion of services means the risk likely increases unless DDSD takes steps to address weaknesses identified in the audit.

During our audit, the Division also announced that the protective service unit would likely be moved to operate independently outside of DDSD. The plan is to centralize all the protective service activities within the Department of Community and Family Services. Whether centralized or decentralized, the problems we observed could remain. Further, this change would not resolve the conflict between the protective service intake and investigation functions. More importantly, it does not contribute to improved internal communication; in fact, management should guard against any further break down in communication between investigators and the case

managers working most closely with clients. These concerns each impact effective intervention and response, and they should be addressed whether or not the protective service unit remains in DDSD.



## Recommendations

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1. To improve the effectiveness of monitoring activities, management should:
  - a. Create specific guidelines that address monitoring frequency, depth, and timeliness and clarify staff roles
  - b. Improve training for client care plan monitoring practices for case managers
  - c. Direct the Serious Event Review Team to use incident report data to coordinate monitoring efforts throughout DDS
  - d. Work with providers to increase the timeliness of incident reporting
2. To improve service quality, management should:
  - a. Strengthen internal communication by seeking case manager input when making decisions about clients
  - b. Determine equitable workload and caseload criteria for case managers
3. To improve protective service activities, management should:
  - a. Increase the timeliness of communication with case managers and providers
  - b. Consider creating a separate intake function for protective services
  - c. Clarify expectations and enforce policy regarding follow-up on protective service investigations

## **Responses to the Audit**



## MULTNOMAH COUNTY OREGON

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To: Suzanne Flynn, Multnomah County Auditor

From: *Lorenzo T. Poe*  
Lorenzo Poe, Director DCFS  
Howard Klink, Senior Manager, DDSD *Howard Klink*

Re: **AUDIT RESPONSE**

Date: June 12, 2001

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We appreciate the thorough analysis and recommendations contained in the report of the Audit of the Developmental Disabilities Services Division's (DDSD) Incident Reporting, Protective Services, and Monitoring systems. The report identifies a broad range of issues of concern to DDSD, most of which were being addressed as part of a systems change effort that was initiated before the Audit began and will continue to be addressed as part of our commitment to continuous quality improvement. The information provided by the Audit will help us to refine our strategies and hopefully accelerate the improvement process.

DDSD staff have a strong commitment to ensure client health and safety and protect clients from abuse and neglect. Adults with developmental disabilities are among the most vulnerable to be found in the human services delivery system. Faced with mobility, speech and cognitive challenges, it is frequently impossible for individuals with developmental disabilities to protect themselves or even report abuse or neglect. Consequently, DDSD staff are vigilant and aggressive in their identification of and response to client abuse, limited primarily by inadequate funding, high case loads, and the crisis driven nature of the system.

We were extremely pleased to read that the Auditor's, "**found elements of a comprehensive, sophisticated system in place,**" and further, "**saw no evidence that client harm occurred because DDSD failed to act.**" We accept all of the recommendations as legitimate and valid areas of focus to make system's improvements. Attached is an outline of the Audit's recommendations and summary of DDSD efforts completed or underway in each area. Additional information is provided below to clarify a few important elements of the Incident Reporting, Protective Services and Monitoring systems that were understated or incompletely described. That information is outlined as follows:

- 1) Although the Audit did touch on issues related to high county caseloads and provider capacity, most system weaknesses in the areas of response time, follow-up consistency, communication and coordination are closely related to the inadequacy of state funding. Multnomah County Case Managers carry average caseloads of 88 individuals. This average is about twice the national standard recommended to provide adequate support for individuals and families. In addition, according to state data, provider agencies experience staff turnover rates of about 100% annually and extremely high vacancy rates. Both of these factors can be directly attributed to low wages and inadequate or non-existent benefit packages, also attributable to inadequate state funding. None of these factors are unique to Developmental Disabilities Services, but should be clearly identified as system's conditions that present significant challenges to improvements in the areas identified in the Audit.
- 2) On page 8 of the Audit, paragraph 3 expresses concern about the absence of "a formal process for tracking and addressing potential reporting problems such as a lack of incident reporting." This information is not completely accurate. DDSD maintains an extensive historical data base to record and track incident reports. While it is clearly a challenge to track or respond to incidents that we may never have been made aware of, the following system's elements are in place: When information about incidents that were unreported is brought to our attention staff immediately respond to the provider agency and actively engage management to identify the cause and ensure that non-reporting does not continue to occur. Increased monitoring of such agencies is also part of the follow-up. In addition, DDSD Supervisors and PDS staff track non-reporting patterns, intervene with those agencies and increase monitoring activities to more accurately determine if reporting requirements are being met. This process could be improved, it but does exist.
- 3) This Audit was conducted during the first 3-4 months of 2001. At that time DDSD was in the midst of initiating a number of changes in the Incident Reporting, Protective Services and Monitoring systems. These changes were the result of changes made by the state in requirements for serious events reporting, a comprehensive rewrite of DDSD's policies governing incident reporting and protective services, and a dramatic change in requirements for Case Managers to conduct monitoring efforts and participate in training to increase monitoring effectiveness. All of these efforts began before the Audit was initiated, and in general, directly respond to the Audit recommendations.

Again, we thank the Auditor for this report. We will put it to good use. Our response to the recommendations is attached for your review.

**ATTACHMENT**

**RESPONSE TO AUDIT RECOMMENDATIONS  
DDSD AUDIT: JUNE, 2001**

- 1) AUDIT RECOMMENDATION: TO IMPROVE THE EFFECTIVENESS OF MONITORING ACTIVITIES, MANAGEMENT SHOULD:

RECOMMENDATION 1A: CREATE SPECIFIC GUIDELINES THAT ADDRESS MONITORING FREQUENCY, DEPTH, TIMELINESS AND CLARIFY STAFF ROLES.

***ACTIONS COMPLETED OR IN PROGRESS:***

- The Serious Events Review Team (SERT) has been established, trained and is in the process of finalizing and refining its policies and procedures. Effective functioning of this team will significantly address this recommendation.
- While the Audit was in progress, DDSD developed and implemented a new Protective Services Policy and Procedure. This document was developed with staff input and was designed to clarify roles, reporting procedures and refined our data base to assist monitoring activities. It has been distributed to all staff and will be a subject of training activities. Training will be ongoing.
- In August 2000, a Monitoring Workgroup was established to address a wide range of monitoring issues of concern to DDSD, including some of those later identified by the Audit. This group will be ongoing.
- While the Audit was in progress, a monitoring check list was developed, tested, and reviewed by staff. Final revisions are being made. It will be fully implemented within the next 60 days. It defines the scope of monitoring and helps clarify the role of staff in monitoring activities.
- While the Audit was in progress, a monitoring system was set up to ensure that all staff were involved in monitoring. Supervisors oversee this system and with the assistance of PDS staff and identify which service sites are priorities for monitoring.
- Prior to and during the Audit, a training program was developed and implemented specifically to address concerns about monitoring frequency, depth, timeliness and staff roles. This training is mandatory, will be refined and is ongoing.

**RECOMMENDATION 1B: IMPROVE TRAINING FOR CLIENT CARE PLAN MONITORING PRACTICES FOR CASE MANAGEMENT:**

***ACTIONS COMPLETED OR IN PROGRESS:***

- The Monitoring Work Group is in the process of soliciting feedback from DDSD staff regarding the monitoring process, on-site visits and further needs for training and role clarification. DDSD Contract staff have reviewed recently collected monitoring data, will share this with the workgroup and review how providers are selected for monitoring. The Audit will also be made available to assist with this process.

**RECOMMENDATION 1C: SERT SHOULD USE CRITICAL INCIDENT REPORT DATA TO COORDINATE MONITORING EFFORTS THROUGHOUT DDSD.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DDSD began implementation of SERT in January 2001. Management and PDS staff and Protective Service Investigators have all been trained in SERT process, requirements, policies and procedures. In June 2001, DDSD began using a state created web site data base and data entry system. This will enable SERT data to be incorporated into monitoring selection, measurement and analysis activities. Within the next 6 months, Case Managers will all be trained in accessing SERT data online.

**RECOMMENDATION 1D: INCREASE THE TIMELINESS OF INCIDENT REPORTING.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DDSD currently tracks and identifies providers who are not reporting incidents as required by timelines mandated in the Oregon Administrative Rules (OAR'S). Staff intervene with providers when patterns are indicated. Limitations in our current data system make it difficult to identify such patterns and partially explain the data represented in the Audit. In addition, high staff turnover in provider agencies present challenges in maintaining a workforce trained in incident reporting requirements. Improvements in the SERT data system will assist in responding to this recommendation. DDSD identifies this as an area in need of significant improvement.

2) TO IMPROVE SERVICE QUALITY MANAGEMENT SHOULD:

RECOMMENDATION 2A: STRENGTHEN INTERNAL COMMUNICATION BY  
INCREASING CASE MANAGER INPUT AND SUPPORT IN CLIENT DECISIONS.

**ACTIONS COMPLETED OR IN PROGRESS:**

- Case Managers currently receive all incident reports, screen reports for seriousness and the need for a protective services referral and forward for entry into the SERT system. The SERT system, when fully implemented, will enable Case Managers to access complete information concerning actions and follow-up actions taken.
- The Monitoring Work Group will review the Audit recommendations regarding improvements in Case Manager input into client decisions and identify strategies to address this issue.

**RECOMMENDATION 2B: DETERMINE EQUITABLE WORKLOAD AND CASELOAD CRITERIA FOR CASE MANAGERS.**

**ACTIONS COMPLETED OR IN PROGRESS:**

- In February 2000, DDSD established the Case Management Redesign Workgroup, which was charged with developing a system's redesign proposal to address caseload issues, equity and service quality. Two specific proposals emerged from this group, which are in the process of being reviewed as part of implementation of Universal Access.
- Improvements in caseload ratios and workload equity are primarily dependent on increased state funding for case management which has not been historically available and may or may not be available as a result of the Staley lawsuit settlement agreement. However, DDSD management in consultation with the Case Management Redesign Workgroup has developed a reorganization plan that even without an increase in state funding will result in some degree of case load reduction.

3) TO IMPROVE PROTECTIVE SERVICES ACTIVITIES, MANAGEMENT SHOULD:

**RECOMMENDATION 3A: INCREASE THE TIMELINESS OF COMMUNICATIONS WITH CASE MANAGERS AND PROVIDERS.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- In November of 2000, the state Office of Developmental Disability Services indicated that DDSD had an "effective, efficient protective services operation and set high standards for investigations." At that time, in response to mutual concerns about an imminent Health Care Finance Administration audit, DDSD initiated a rewrite of outdated protective service policies and procedures to address timeliness, communication and other issues of concern. This new policy and procedure has been approved by the state distributed to all staff, and will be included in training activities. We have already identified improvements in reporting and tracking protective service incidents.
- Full implementation of the SERT system, through the availability of online data entry and report access, will eliminate many paper system communication delays that occur in the current system.

**RECOMMENDATION 3B: CONSIDER CREATING SEPARATE INTAKE FUNCTIONS FOR PROTECTIVE SERVICES.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DCFS is in the process of consolidating protective service activities that currently operate within the DD and Behavioral Health programs. These functions and staff will be moved from the program Divisions to the Department under the supervision of the Medical Director. This action has been taken to achieve administrative efficiencies. This recommendation will be reviewed by the team planning this transition.

**RECOMMENDATION 3C: CLARIFY EXPECTATIONS AND ENFORCE POLICY REGARDING FOLLOW-UP ON PROTECTIVE SERVICE INVESTIGATIONS.**

***ACTIONS COMPLETED OR IN PROGRESS:***

When fully implemented the SERT system will automatically notify case managers and supervisors via email of any serious event that does not contain an investigation or review completion date. This automatic notification will continue on a weekly basis until the case is closed and no case will be considered closed until all outcomes are reported. SERT Committee members will also receive these emails as part of the quality assurance process to ensure that follow-up requirements are met.



RECOMMENDATIONS

- 1. To improve the effectiveness of monitoring activities management should:
  - a. Create specific guidelines that address monitoring frequency, depth, and timeliness and clarify staff roles
  - b. Improve training for client care plan monitoring practices for case managers
  - c. Direct the Serious Event Review Team to use incident report data to coordinate monitoring efforts throughout DDSD
  - d. Increase the timeliness of incident reporting
- 2. To improve service quality management should:
  - a. Strengthen internal communication by seeking case manager input when making client decisions
  - b. Determine equitable workload and caseload criteria for case managers
- 3. To improve protective service activities, management should:
  - a. Increase the timeliness of communication with case managers and providers
  - b. Consider creating a separate intake function for protective services
  - c. Clarify expectations and enforce policy regarding follow-up on protective service investigations

Audit Report Summary  
Developmental Disabilities Division

For the complete report visit our web site  
[www.co.multnomah.or.us/aud/](http://www.co.multnomah.or.us/aud/)

Audit Report Summary  
Developmental Disabilities Division

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Portland, OR 97214-3588



Audit  
Report  
Summary  
June 2001

Suzanne Flynn, Multnomah County Auditor

MULTNOMAH COUNTY

Auditor's Office

[www.co.multnomah.or.us/aud/](http://www.co.multnomah.or.us/aud/)503-988-3320

Developmental Disabilities Division:  
Clarify and coordinate protective system

PURPOSE

The Developmental Disabilities Services Division (DDSD) serves eligible Multnomah County residents diagnosed as mentally retarded or with other developmental disabilities. As of December 2000, 3,078 individuals were receiving services through DDSD. This audit reviewed the system for ensuring the protection of client health, safety, and rights. The audit was included in our FY00-01 audit schedule and was conducted in accordance with generally accepted government auditing standards.

SUMMARY OF FINDINGS

We found elements of a comprehensive, sophisticated system, including multiple monitoring functions and procedures for addressing incident reports. However, these elements are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because DDSD failed to act, the audit team did identify areas that reduce the effectiveness of the system. Without correction the following weaknesses could threaten system stability and constitute a risk to clients:

- Providers do not report incidents in a timely manner
- Follow-up on protective service cases may be delayed
- Case managers do not always receive critical information
- Follow-up could be improved
- Workload could be managed more effectively
- Monitoring lacks coordination
- Monitoring requirements are not clear to staff
- Monitoring quality is impacted by caseload size
- Monitoring and investigating system lacks oversight coordination
- Increased service responsibilities will strain system

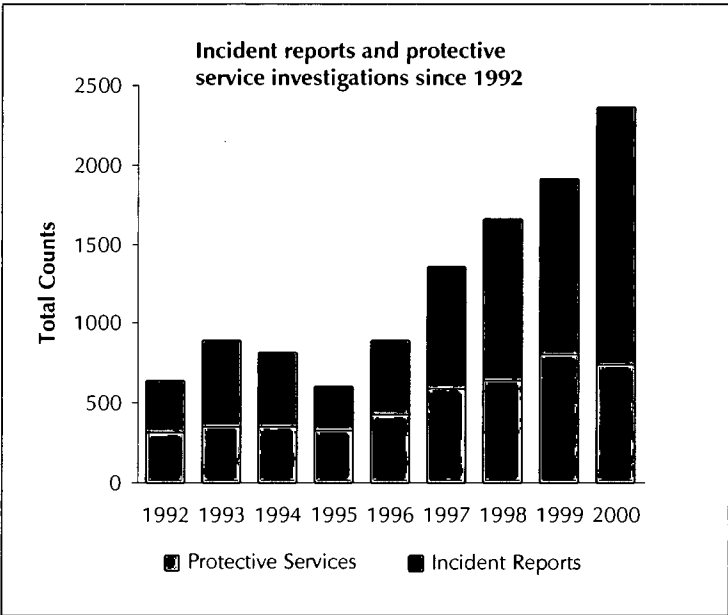
# BACKGROUND

The Developmental Disabilities Services Division (DDSD) is part of the Department of Community and Family Services. The Division provides services for individuals who have been diagnosed with mental retardation or developmental disabilities such as autism or cerebral palsy. While the DDSD delivers some services directly many are delivered by contracted providers. In addition to these disabilities, many clients suffer from substance abuse, multiple and complex medical concerns, and/or problem behaviors. Clients receive a range of services, including case management, residential care, vocational training, youth-to-adult transitional services, crisis diversion, and adult protective services.

The Division is mandated to provide client services, monitor client care, and provide protective services in a way that maintains a delicate balance between safety and individual rights. In FY2001, the Division was budgeted at nearly \$56 million and employed 95.6 FTE, of which more than half were case managers. Case managers act as client advocates, connecting clients with needed services and supports. To ensure client health and safety, the Division provides program monitoring, incident reporting, and the Serious Event Review Team.

As the number of clients and case managers has grown, so has the volume of incidents being reported. Since 1992, incident reports have grown by 381%, and referrals to protective services have increased by 140% (Exhibit 1).

Exhibit 1



# AUDIT RESULTS

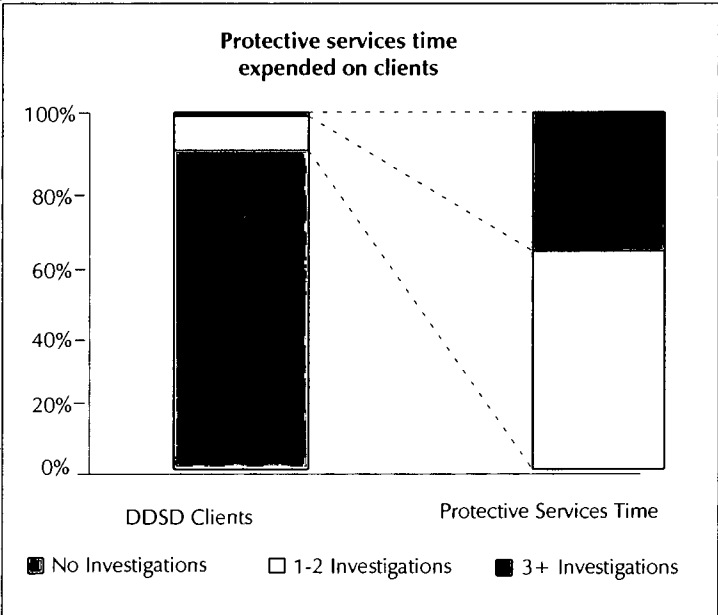
The incident reporting system is designed to receive and track reports generated by providers and DDSD staff. The Division's response to abuse and neglect is dependent upon the reporting of incidents. Generally, the system is comprised of these processes: provider incident reporting; case manager intake and evaluation; protective service intake and investigations; and recommendations and follow-up.

Most incident reports (70%) originate with service providers. We found that providers do not always report incidents in a timely manner, including those incidents that require protective service investigations.

Once incidents are reported to DDSD, internal communication problems impact the work of case managers, the staff most responsible for client care. Case managers may not receive information when actions are taken by other DDSD personnel to resolve client concerns. Also, follow-up to protective service investigations by Division staff may be delayed and is not always completed.

The Division has data available that could be used to increase the effectiveness of the reporting system. We found that 1% of DDSD clients accounted for 39% of the total investigation time expended (Exhibit 2). Further, incident reports were found to be the single best predictor of future investigations. Earlier resolution or attention might reduce the need for further investigation.

Exhibit 2



The system for monitoring of services also needs improvement. Monitoring requirements are not clear to staff and the process lacks coordination. Also, these efforts are impacted by high caseload volume. As a result, the quality of monitoring varies.

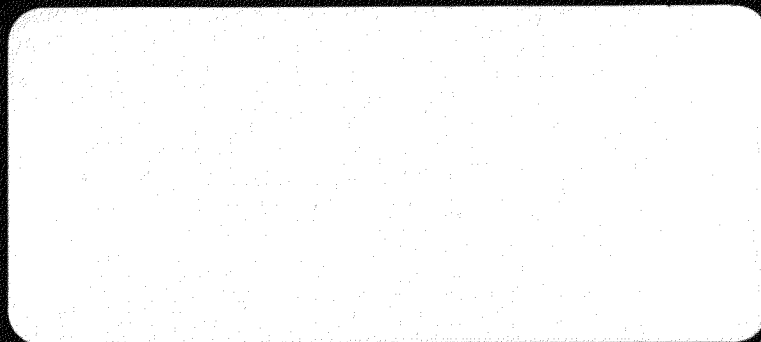
DDSD's Serious Event Review Team was recently established to improve and standardize protective service reporting throughout the state. While this group could be instrumental in improving some of the problems we found, these efforts are not coordinated with the incident reporting or service monitoring systems.

The Division anticipates an expansion in services over the next five years that will result in an estimated 1,100 individuals receiving more services. To prepare for this DDSD plans to hire more personnel and reduce caseloads, contingent on funding from the state. Based on our findings, we would also urge management to strengthen the incident reporting system, and to clarify and coordinate service monitoring activities, as well as all oversight functions. Detailed recommendations are on the next page.

# RESPONSE TO THE AUDIT

We appreciate the thorough analysis and recommendations contained in the report of the Audit of the Developmental Disabilities Services Division's (DDSD) Incident Reporting, Protective Services, and Monitoring systems. The report identifies a broad range of issues of concern to DDSD, most of which were being addressed as part of a systems change effort that was initiated before the Audit began and will continue to be addressed as part of our commitment to continuous quality improvement. The information provided by the Audit will help us to refine our strategies and hopefully accelerate the improvement process.

We were extremely pleased to read that the Auditor's, "found elements of a comprehensive, sophisticated system in place," and further, "saw no evidence that client harm occurred because DDSD failed to act." We accept all of the recommendations as legitimate and valid areas of focus to make system's improvements. (The full audit report includes a detailed outline of the Audit's recommendations and summary of DDSD efforts completed or underway in each area. The DDSD response also included additional information to clarify a few important elements of the Incident Reporting, Protective Services and Monitoring systems that were understated or incompletely described.)



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MULTNOMAH COUNTY AUDITOR  
PORTLAND, OREGON

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## **Developmental Disabilities Division**

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Clarify and coordinate protective system  
June 2001

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## MEMORANDUM

Date: 06/08/2001

To: Diane Linn, Multnomah County Chair  
Maria Rojo de Steffey, Commissioner, District 1  
Serena Cruz, Commissioner, District 2  
Lisa Naito, Commissioner, District 3  
Lonnie Roberts, Commissioner, District 4

From: Suzanne Flynn, Multnomah County Auditor

Subject: Developmental Disabilities Division Audit

The attached report covers our audit of monitoring and protective services systems within the Developmental Disabilities Division in the Department of Community and Family Services. This audit was included in our FY00-01 Audit Schedule.

The Division provides services for individuals who have been diagnosed with mental retardation or with other developmental disabilities. The Division is mandated to provide client services, monitor client care, and provide protective services in a way that balances the safety of the individuals and still allows autonomy in life decisions.

The processes that the Division has in place to ensure client safety and welfare are extensive. Some of the elements, however, are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because the Division failed to act, we did identify several weaknesses. These weaknesses cause a lack of consistency in the Division's response to client concerns. Additional stress on the system due to a state expansion of services to clients increases the risk that these weaknesses could lead to client harm.

We have discussed our findings and recommendations with DCFS and Division management and included their responses in the report. Pursuant to our new practice we will follow-up in 6 – 12 months and issue a report at that time.

We appreciate the cooperation and assistance extended to us by the management and staff of the Developmental Disabilities Division.

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## Summary

The Developmental Disabilities Services Division (DDSD) serves eligible County residents diagnosed as mentally retarded or with other developmental disabilities. This audit was conducted to determine the ability of DDSD to recognize, prevent, and respond to the abuse and neglect of these vulnerable citizens.

It is the County's responsibility to monitor client care, respond to critical events, and provide protective services. We examined the Division's monitoring processes and analyzed the system developed by DDSD to log, track, and respond to incidents involving clients. Finally, we reviewed the work of the team responsible for gathering and analyzing serious event information and coordinating with the state's data collection efforts.

We found the elements of a comprehensive, sophisticated system in place, but these elements are not effectively integrated and coordinated. Although we saw no evidence that client harm had occurred because DDSD failed to act, the audit team did identify weaknesses that threaten the effectiveness of the monitoring, reporting, and protective service systems. These deficiencies constitute a risk to clients, particularly in light of projected increases in the services individuals will receive.

The system for responding to abuse and neglect is dependent upon the reporting of incidents. Most incident reports (70%) originate with providers who contract with the County to serve clients. Incident reports are the only systematic way for DDSD to receive and track client problems as they occur. We found that providers do not always report incidents in a timely manner, including those incidents that require protective service investigations.

We saw that once incidents are reported to DDSD, internal communication problems impact the work of case managers, the staff most responsible for client care. Case managers may not receive information when actions are taken by other DDSD personnel to resolve client concerns. We also found that follow-up to protective service investigations by Division staff may be delayed and is not always completed.

The system for monitoring of services needs improvement. Monitoring requirements are not clear to staff and the process lacks coordination. Also, these efforts are impacted by high caseload volume. As a result, the quality of monitoring varies.

In February 2001, DDSD initiated a Serious Event Review Team in response to state efforts to improve and standardize protective service reporting throughout the state. While this group could be instrumental in improving some of the weaknesses we found, these efforts are not coordinated with the critical incident reporting or service monitoring systems.

The Division anticipates an expansion in services over the next five years that will bring more services to 1,100 current clients. To prepare for this, DDSD plans to hire more personnel and reduce caseloads, contingent on funding from the state. Based on our findings, we would also urge management to strengthen the critical incident reporting system, and to clarify and coordinate service monitoring activities, as well as all oversight functions.

DDSD is ultimately responsible for protecting clients while ensuring they have choice in their care. This requires well-coordinated processes that are responsive to multiple care concerns. It also requires a system that responds effectively, even when those working closely with clients have not. The problems identified in our audit need to be addressed in order to best serve clients, their families, and the communities of Multnomah County.



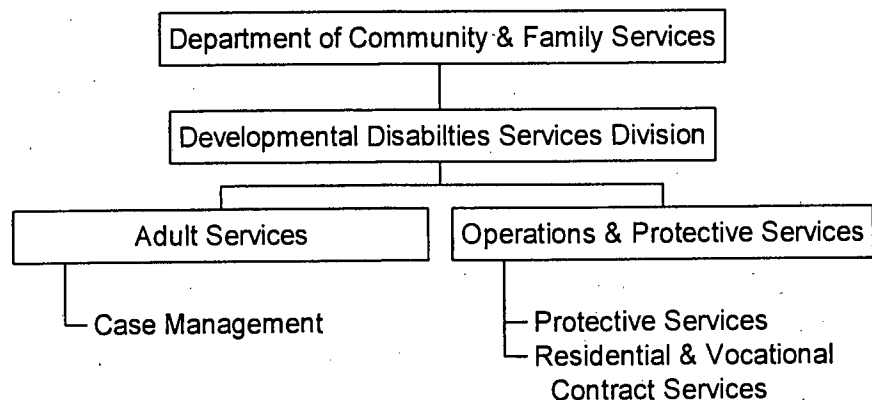
## Background

The Developmental Disabilities Services Division (DDSD) is part of the Department of Community and Family Services. The Division provides services for individuals who have been diagnosed with mental retardation or developmental disabilities such as autism or cerebral palsy. In addition to these disabilities, many clients suffer from substance abuse, multiple and complex medical concerns, and/or problem behaviors.

Clients receive a range of services, including case management, residential care, vocational training, youth-to-adult transitional services, crisis diversion, and adult protective services. Changes in service delivery philosophy have moved clients from state operated facilities to community-based services. In addition, the state is working to reduce the number of individuals waiting for services, significantly increasing the number of clients receiving expanded services over the next five years.

Exhibit 1

Organizational chart  
related to audit scope



In fiscal year 2001, the Division was budgeted at nearly \$56 million, with contracted residential services accounting for \$33 million (59%). The bulk of this funding originates with federal Medicaid dollars and flows through the Oregon Department of Human Services. DDSD acts as a designee of the state providing locally designed and administered services to over 3,000 clients.

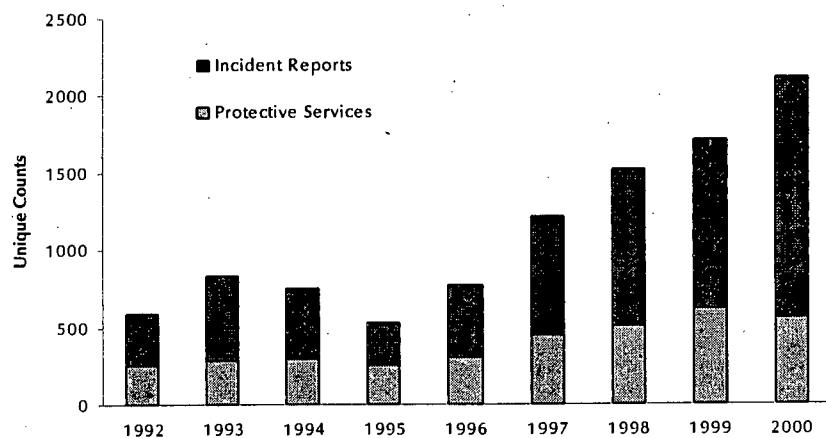
DDSD's staffing for FY 2001 was 95.6 FTE, of which more than half were case managers. Case managers act as client advocates, connecting clients with needed services and supports while emphasizing the importance of choice in the services they receive.

The Division is mandated to provide client services, monitor client care, and provide protective services in a way that maintains a delicate balance between safety and individual rights. Because the Division must allow and encourage client autonomy in life decisions, the potential exposure of clients to harmful situations increases. To ensure client health and safety, the Division provides program monitoring, incident reporting, and the Serious Event Review Team.

As the number of clients and case managers has grown, so has the volume of critical incidents being reported. Since 1992, reports of critical incidents have grown by 381%, and protective services referrals have increased 140% (Exhibit 2). In 2000 a total of 2,361 incidents were reported, some consisting of multiple allegations. Over half of all incident reports were for medical/hospitalization incidents or client behavioral concerns. Fifty-nine percent of all protective services referrals were for allegations of client abuse, with 28% for client neglect/provider negligence.

Exhibit 2

Incident reports and protective  
service investigations since  
1992



### Scope and Methodology

The purpose of this audit was to review the County's processes for ensuring that the health, safety, and rights of service recipients are protected. We focused on the monitoring of client care, incident reporting, and the Serious Event Review Team.

Auditors observed DDSD staff as they conducted site visits at several facilities, attended client service plan meetings, and met with providers. We interviewed a number of Division staff and managers, as well as state and federal officials. We performed analyses of DDSD databases and information tracked at the state level, and we conducted a file review from separate random and risk-based samplings of protective service case files.

We reviewed state and federal laws, administrative guidelines, and legislation, and we examined the Division's policies, procedures, and case management standards. The audit team completed a literature review that included research studies and Congressional committee reports. We viewed DDSD staff training videos and pertinent reports and documents. Other jurisdictions were also surveyed.

The audit was included in our FY2001 audit schedule and was conducted in accordance with generally accepted government auditing standards.

## Audit Results

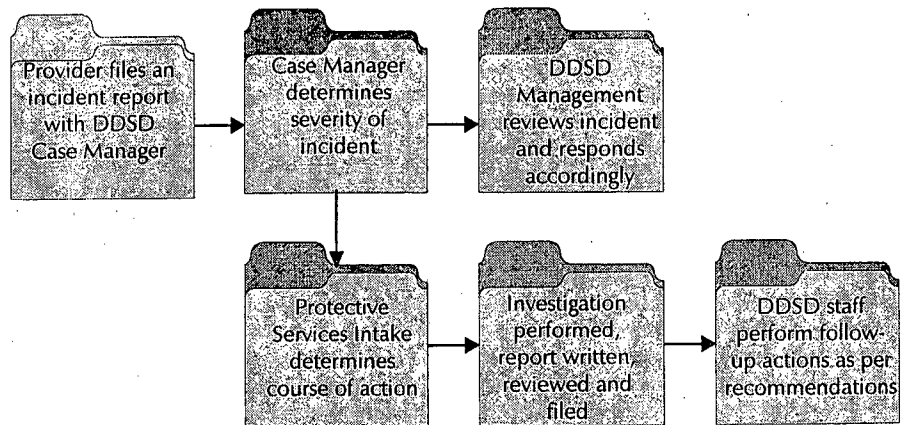
Reports of incidents  
are essential for  
client protection

State administrative rules require that the Developmental Disabilities Services Division (DDSD) ensure the protection and safety of the clients they serve. Many individuals receiving service have multiple and complex care concerns, while others function well on their own or have relatively few problems. It is important that the County system consider the differences in client needs and be able to respond effectively in all situations.

The incident reporting system is designed to receive and track reports generated by providers and DDSD staff. Incident reports are the only systematic way for DDSD to identify client concerns as they occur. The incident reporting system is used to document and respond to problems, as well as initiate protective service investigations. Generally, the system is comprised of these processes: provider incident reporting; case manager intake and evaluation; protective service intake and investigations; and recommendations and follow-up. The flow chart below illustrates these processes.

Exhibit 3

Incident report and  
protective service process



Incident reports can be used to inform case managers about a variety of day-to-day matters, such as a client's vacation plans or to request service changes. They can also be used to document more significant concerns, like provider paperwork errors, scheduled or unscheduled medical care, client injuries, and allegations of abuse or neglect.

Included in the report is specific information regarding the incident or event (time, date, location, persons involved), its description, what led up to the incident, and the outcome.

In 70% of occurrences, it is the service provider who sends a report to the case manager. Those reports that simply update client information are usually recorded in the client's progress notes. More serious events are documented as incidents reports and include:

- medication irregularities
- injuries
- accidents
- acts of physical aggression
- unusual incidents involving a client

During the "intake" process, the case manager usually conducts the initial review of the report and determines the nature and severity of the incident. If the case manager decides the report is a more serious event, it is routed to a supervisor for review and possible response. This typically takes 2.6 days to complete. The report information is then entered into a database and the paper document is filed. Suspected cases of abuse or neglect bypass this process and are immediately sent to the protective service unit.

Providers do not report incidents in a timely manner

The critical incident reporting system provides a safety net for identifying situations of client abuse and for predicting protective service activity. This makes it particularly important that providers promptly report incidents. Our analyses of the incident report data for 2000 found that DDSD does not receive information from providers in a timely manner, including those cases where neglect or abuse is suspected.

According to state administrative rules, providers must send information in writing to DDSD within five working days of the event and immediately in cases where abuse or neglect is suspected. The average time period between the event and the initial report, excluding cases of suspected neglect or abuse, was 7.85 working days. Five hundred ten (33%) incident reports were reported to DDSD beyond the required five working days.

Cases in which neglect or abuse was suspected averaged 6.2 working days between the event and DDSD notification. Two hundred thirty

cases (41%) of alleged abuse or neglect were reported to the County beyond one working day. In addition, analyses found no statistically significant difference between reporting time for cases of suspected abuse or neglect and less serious incidents. This suggests that many provider staff may not distinguish between less serious events and incidents of alleged abuse or neglect. Provider agencies we spoke with regularly train their employees to report incidents, but high turnover rates may contribute to reporting problems.

An examination of several case files supported the findings that emerged from the data. There were multiple examples of a significant time lag between date of incident and DDS intake. One protective service referral we reviewed showed that a client's serious infection went unreported by group home staff for 27 days. In another case that took 23 days to report to the Division, a client was injured, police were called, and the client was taken to the emergency room. We found that provider performance ranged from those who report incidents within the required period to those that are less timely. The County's system must be able to identify and respond effectively to these differences.

DDS expressed concern about providers that do not file incident reports. Management stated providers who are known to not submit reports are monitored more actively. However, there is currently no formal process for tracking and addressing potential reporting problems, such as a lack of incident reporting. It is possible that critical incidents may go unreported in facilities that initiate few or no reports. Without incident reports, important information is not available for decision-making and to direct monitoring activities.

Follow-up on  
protective service  
cases may be delayed

DDS protective service investigators conduct intake of alleged cases of client abuse, client neglect, or client rights restrictions. Intake responsibilities are rotated among the investigators who review all referrals to determine if further investigation is needed. If the intake investigator finds that abuse criteria were not met, the incident report is usually referred back to the case manager. For cases that require further review, the intake investigator must 1) begin an investigation into the nature and cause of the alleged abuse, 2) conduct an assessment of the need for protective services, and 3) provide protective services if those services are needed. During the course of our review, DDS had two levels of investigation - full and "tracked," a less intensive procedure.

Full investigations begin by contacting the provider administration, and when necessary taking immediate action such as removal of the client or reassignment of provider staff. The investigators interview witnesses, gather evidence, and log other pertinent information in the case file. When an investigation is complete, the investigator determines whether an allegation is substantiated, unsubstantiated, or inconclusive and drafts a report with follow-up recommendations. Once the supervisor reviews and approves the report, it is disseminated to DDS staff involved with the case and the state Office of Developmental Disability Services.

We reviewed data during our audit that included cases (65%) that were tracked by protective services instead of receiving full investigations. In tracked cases, intake investigators conducted brief investigations, made recommendations, and assigned follow-up. For example, a case might have been tracked instead of fully investigated if the alleged perpetrator was a provider staff person who had since left the agency.

The Division is required by state administrative rules to initiate a review within 24 hours of receiving a report of alleged abuse or neglect. In addition, DDS is required to complete its investigations and reports within 45 calendar days from referral to the County. Results of our analyses found that protective services initiates investigations in a timely manner, but does not always complete reports within the required time. Since recommendations are not circulated until the report is finalized, some essential follow-up activities may be delayed.

According to 2000 data, once DDS received allegations of abuse and neglect, they were typically referred to the protective service unit in less than one working day. On average it took protective services 42 days to complete a full investigation and less than one day to complete a tracked case. However, 52 protective service investigations took more than the mandated 45 calendar days to complete.

Our review of case files confirmed that considerable time often elapses between the end of an investigation and issuing the final report. In a number of examples, the report and recommendations were not distributed until months after the investigation was completed. One contributing factor revealed by data analysis was the variance in the time individual investigators take to complete reports.

Case managers do not  
always receive critical  
information

After a case manager routes an incident report to a supervisor, it is often forwarded to specialists who interact with providers to resolve concerns. While case managers usually receive acknowledgement of

the supervisor's review, they are not always informed how concerns identified in the report were addressed. We also found that decisions made as a result of incident reports often occur without case manager input. In addition, those decisions are not necessarily shared with case managers. These are examples of significant communication concerns that can ultimately impact service quality. DDS has taken some initial steps to improve the internal information loop, but communication problems will continue without concerted efforts by management to prevent them.

Communication about protective service investigations could also be improved. Case managers and providers often cannot respond promptly because protective service investigation findings and recommendations are not timely. In addition, providers only receive reports if they submit a formal request. Although some protective service staff indicated that investigative findings might be shared by phone with agency administrators prior to the completion of the report, this does not appear to be standard procedure.

Because the average full investigation and reporting process takes six weeks to complete and since additional time is needed for providers to request reports, timeliness of report dissemination may be hindered. This may also prevent full understanding and implementation of report follow-up recommendations and contribute to poor communication.

Further, protective service investigators may not seek case manager input when formulating their formal recommendations. Follow-up recommendations and other decisions are often made without considering the case manager's perspective and understanding of a client's needs and history.

Follow-up could be improved

Follow-up actions are an important component of ensuring client health and safety. Typically, the case managers and contract monitoring staff are expected to ensure that protective service recommendations are carried out. Those activities range from checking client status, to carrying out legal actions, to placing a client in another facility.

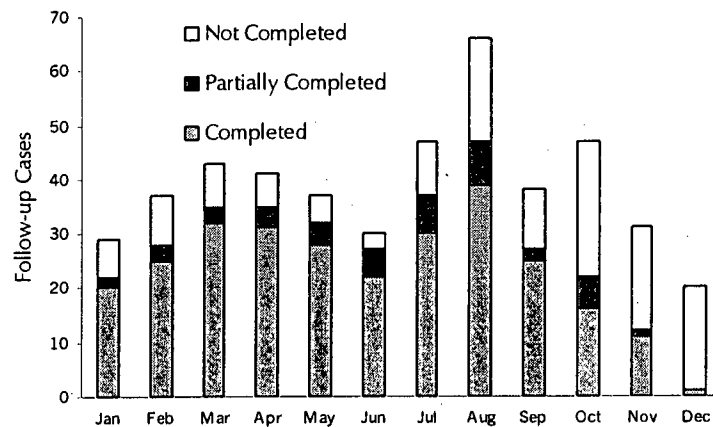
While a follow-up policy exists, management enforcement of this policy is inconsistent and crisis driven. This has led to several problems with the follow-up process. Reports tracking follow-up completion are not consistently produced nor disseminated to management and staff. The follow-up database indicated that only 60% of cases that were assigned follow-up were completed. Data also showed that a number of



personnel had outstanding follow-ups, some going back several years. File review revealed several cases where follow-up activities might actually have occurred, but the information was not captured in the database. In some of these instances, documentation of follow-up was not completed or not forwarded to data entry. Exhibit 4 shows the volume of cases fully, partially, and not completed in 2000.

Exhibit 4

Follow-up recommendations  
fully, partially, and not  
completed in 2000



In mid-year 2000, management began tracking the number of days staff take to perform follow-up. Analysis of these limited data showed positive evidence of time requirements being met. We found that of the 68 cases where follow-up was completed, only three cases took longer than one month (31 calendar days).

According to Division policy, personnel assigned to follow-up recommendations must complete those activities within one month after the report is distributed. Management has acknowledged that follow-up policies may not have been regularly enforced and that the completion and documentation of follow-up activities has not always been a priority. DDSD administrators attribute this to the need to be crisis driven and the effect that has on staff resources. There is no doubt that crisis response is a major portion of the Division's work, but good follow-up could make DDSD more proactive and less reactive.

Recent efforts to more closely supervise follow-up documentation appear to have had results, but improvements are needed. Until the follow-up procedures are used consistently, management will not be able to accurately determine if proper follow-up occurred or whether it occurred in a timely fashion.

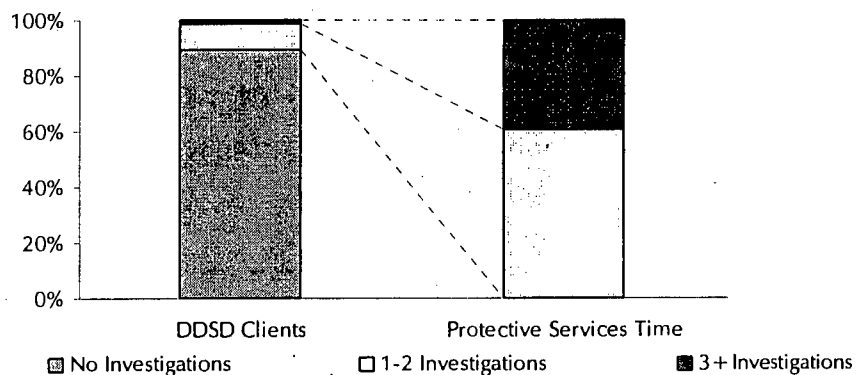
Workload could be managed more effectively

The Division has data available that could be used to increase the effectiveness of the incident reporting system and improve their response to client problems. Our analysis suggests that workload and intake duties, rather than the application of specific investigation criteria, may affect the decision by protective service personnel to investigate.

An analysis of the year 2000 investigation data found that 11% (330) of DDS clients were involved in protective services investigations. Of those, 288 clients were involved in one or two isolated investigations each, with the remaining 42 involved in three or more investigations each. Thus, 1% of DDS clients accounted for 39% of the total investigation time expended (see Exhibit 5). On average, it took investigators 45% more time (17.8 days) to investigate cases with clients involved in frequent investigations (three or more). Cases with clients involved in isolated investigations (one or two investigations) required an average of only 12.3 days to investigate.

Exhibit 5

Protective services time expended on clients



There are various reasons for the higher number of incidents involving a small group of DDS clients. In some cases, the clients are medically fragile with multiple and complex medical problems. Other times, clients may harm themselves or others because of self-injurious, violent, or adventure-seeking behaviors. The Division is mandated to allow clients autonomy in life decisions, and this can potentially expose clients to more harmful situations. DDS must also monitor client care and provide protective services in a way that maintains a delicate balance between safety and clients' rights. In one case we reviewed with multiple protective service referrals, the client chose to continue an abusive relationship. In keeping with client choice standards, the goals of the provider and DDS in this example were to protect and support the client and maintain a stable living situation.

Using multiple regression models of client and incident report databases, we found that incident reports were the single best predictor of future protective services investigations. These models were able to predict 20% of the volume of protective services investigations by facilities and 85% by case managers.

Our review of case files confirmed the predictive link between incident reporting and protective services. In one incident report we saw, group home staff could not account for a client's vacation receipts and missing money. The client's funds were not reimbursed until months later when another report was filed and referred to protective services. Earlier resolution or attention might have reduced the need for additional investigation.

We also found that the protective service intake function affects the performance of the unit. Assigning investigators intake responsibility for one week each month extends the amount of time needed to complete their ongoing investigations. Some investigators expressed frustration with the way these intake duties interfere with investigative responsibilities.

Rotating intake investigators may also impact the consistency of cases routed to full protective service investigations. A review of the past three years of event data suggests some instances where either increased referrals and/or reduced number of investigators were associated with decreases in the portion of cases receiving a full investigation. Although the team of investigators conducts ongoing peer review to ensure objectivity and consistency in decisions, some protective service staff did acknowledge the potential for conflict between intake duties and workload.

#### Monitoring lacks coordination

It is also the responsibility of the Division to monitor the services clients receive. The intent of monitoring is to identify problems early, but specific procedures are not clearly outlined in the state administrative rules. How the monitoring function is carried out is generally subject to interpretation by DDSD.

We identified four distinct monitoring functions performed by various DDSD staff:

- client care plan monitoring
- monitoring of the facility environment
- facility licensing reviews
- monitoring of contractual agreements

These approaches to monitoring often require that staff adopt multiple roles. Also, activities regularly involve different DDSD work units. This has created some confusion about who is responsible for monitoring, as well as the level of monitoring required in each situation.

Case managers generally conduct client care plan monitoring. Each care plan is tailored to individual clients and is an agreement that obligates contractors to deliver specific services. Clients, providers, and case managers collaborate to identify service needs (i.e. type of residential care, amount of staff oversight, special medical needs, and type and number of vocational hours) and develop a plan with those needs in mind.

Facility environmental monitoring is usually carried out in brief, unannounced site visits, where staff "look, listen, and smell" to identify problems. Superficial in nature, these visits are intended to maximize staffing resources to allow for more monitoring coverage. Recently, in response to concerns raised by various Division staff about particular residential facilities, all DDSD personnel were directed to participate in environmental monitoring. These efforts have increased the level of overall monitoring and added to the information collected by DDSD.

Facility licensing reviews of residential sites are performed by the state licensing team and include one DDSD program specialist. The monitoring of contractual agreements is also conducted by program specialists and focuses on concerns the Division has with contracting agencies. These approaches to monitoring provide additional information to case managers, as well as being a means of management oversight of the work of case managers.

Monitoring may not be clearly understood or accepted by DDSD personnel, and this may contribute to ineffective coordination of these efforts. Also, perspectives on monitoring vary throughout DDSD. Some case managers believe strongly that monitoring is an essential part of their role, including the need to work with contract agency staff to correct deficiencies. Other case managers view it as a risk to their relationship with residential providers and a responsibility best carried out by program specialists. Some Division managers agree that the lack of role clarification is a concern.

Monitoring  
requirements are not  
clear to staff

We identified a number of problems that reduce the effectiveness of service monitoring by DDSD staff. Monitoring guidelines lack clarity and are applied inconsistently. What should be reviewed during monitoring visits or how frequently these visits should occur, has not been specified.

Orientation of new case managers and ongoing training do not prepare case managers for in depth monitoring of client care plans. According to DDS standards, new employees are to be mentored in order to learn DDS case management practices. Management acknowledged that mentoring does not occur on a formal basis, nor does it occur at the frequency or the depth that is needed for consistent skill building. They attribute much of this to high caseload size and lack of resources within the organization.

Just prior to our audit, a cross-functional team developed monitoring training for DDS staff. The training was primarily designed to introduce all personnel to the concept of facility environmental monitoring. A review of the training videos and staff evaluations revealed that the training did not prepare participants to conduct thorough, organized monitoring. Additional training was supposed to follow, but that has not yet occurred. Managers did develop a checklist to use during monitoring, but according to veteran case managers, it provides inadequate guidance.

The lack of clear policy and effective training has resulted in monitoring based on individual approaches rather than proven standards. This has led to inconsistent monitoring practices. We found that monitoring ranged from meticulous review and comparison of documentation, to a quick, superficial examination of client notes. On multiple occasions, we observed staff glancing through client medication logs without scrutinizing the entries. Also during some monitoring visits, the audit team discovered problems that DDS staff likely would have found if they had conducted more thorough review.

We found a range of skill and experience among case managers, which impacts how monitoring is carried out and how client problems are addressed. Regardless of the differences in staff abilities, the County's system must be able to respond effectively.

Monitoring quality  
impacted by  
caseload size

High caseload volume reduces the amount of time available for case managers to conduct quality monitoring of client care. As a result, thorough and frequent review of services may not be feasible. Case managers working with clients receiving contracted services have caseloads that range from 72 to 86. Some case managers confirmed that high caseloads were a problem and that client care plan monitoring was often not being done as a result of those caseloads. In addition, the new requirement for staff to perform facility environmental monitoring leaves even less time available to perform more in depth

monitoring. DDSD managers agreed that the size of caseloads was a concern for all of their services. However, management believes the impact on monitoring of contracted services is minimized by the range of monitoring activities being conducted.

Monitoring and  
investigations  
system lacks  
oversight  
coordination

The Serious Event Review Team (SERT) was initiated February 2001 in response to state efforts to improve and standardize protective service reporting throughout the state. Its function is to integrate the Division's existing data collection mechanisms with the state's new system. County-level protective service referrals and incident information will be entered online and used to identify state and local trends. The data will be available by individual client, provider, or any number of combinations. The state mandated this system as a means of responding to new federal Health Care Finance Administration requirements.

The SERT is a multidisciplinary group of personnel from throughout the Division. They are beginning to analyze incident report data, have redesigned the incident report form, and are working to bring about full implementation. Another SERT goal is to build better communication that includes case managers.

DDSD collects a great deal of data, yet it has struggled with using that information to improve monitoring and decision-making. The work of SERT will assist the Division's efforts. Administrators identified some ways in which they would like to see the information used, including prediction of problem sites and tracking of incident reports by facility. But managers cited lack of time related to high caseloads and lack of available training as the primary reasons for not taking advantage of the information available to them.

The current monitoring functions, the incident reporting system, and the SERT are independent structures that operate with a low degree of integration. This has led to a fragmented risk management system that could be strengthened by coordination of internal and external processes. For instance, clarifying the purpose of various monitoring activities for staff could increase incident reporting. Increased incident reporting could address issues identified by SERT and provide more comprehensive information. Further, SERT could conduct risk-based analyses to identify facilities or provider agencies where monitoring activities should be focused.

The Division recognizes many of the weaknesses we identified in our audit. In some cases, management has been working to correct

problems. For example, prior to our audit, DDSD formed the monitoring committee and the case management redesign committee to address some of the concerns noted in our report. Managers and the SERT also took steps to strengthen data collection and analysis before and during the audit. We support these efforts, and we encourage further improvements and greater coordination of existing processes to ensure client health and safety.

Increased  
responsibilities will  
strain system

The state Department of Human Services has recently committed to expanding services to all adults with developmental disabilities in Oregon. As a result, DDSD anticipates that over the course of the next five years, approximately 1,100 of current clients will receive more services. This represents an increase in the client population receiving expanded services.

To prepare for the expansion of services, DDSD plans to hire more personnel and reduce caseload ratios, contingent on funding from the state. These changes would address our concerns about high workload volume, as long as case managers are adequately prepared and supported. Management's priority must be to specify practices for in depth monitoring of client care plans. They also must provide training and mentoring, reinforce reporting and follow-up standards, and clarify staff roles. Doing so will build greater consistency and strengthen the Division's ability to intervene and respond when problems occur.

Existing monitoring and incident reporting processes rely heavily on the work of committed staff with good intentions. These professionals are responsible for protecting clients, but they do so without adequate guidelines, direction, or supervision. They perform this work in an uncertain environment, where even the best providers can fail to properly care for clients. The risk of client harm is high, and the expansion of services means the risk likely increases unless DDSD takes steps to address weaknesses identified in the audit.

During our audit, the Division also announced that the protective service unit would likely be moved to operate independently outside of DDSD. The plan is to centralize all the protective service activities within the Department of Community and Family Services. Whether centralized or decentralized, the problems we observed could remain. Further, this change would not resolve the conflict between the protective service intake and investigation functions. More importantly, it does not contribute to improved internal communication; in fact, management should guard against any further break down in communication between investigators and the case

managers working most closely with clients. These concerns each impact effective intervention and response, and they should be addressed whether or not the protective service unit remains in DDSD.



## Recommendations

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1. To improve the effectiveness of monitoring activities, management should:
  - a. Create specific guidelines that address monitoring frequency, depth, and timeliness and clarify staff roles
  - b. Improve training for client care plan monitoring practices for case managers
  - c. Direct the Serious Event Review Team to use incident report data to coordinate monitoring efforts throughout DDS
  - d. Work with providers to increase the timeliness of incident reporting
2. To improve service quality, management should:
  - a. Strengthen internal communication by seeking case manager input when making decisions about clients
  - b. Determine equitable workload and caseload criteria for case managers
3. To improve protective service activities, management should:
  - a. Increase the timeliness of communication with case managers and providers
  - b. Consider creating a separate intake function for protective services
  - c. Clarify expectations and enforce policy regarding follow-up on protective service investigations

## **Responses to the Audit**



## MULTNOMAH COUNTY OREGON

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DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
DEVELOPMENTAL DISABILITIES SERVICES DIVISION  
421 SW 6TH, SUITE 400  
PORTLAND, OREGON 97204-1621  
(503) 988-3658 FAX (503) 988-3648  
TDD (503) 988-3598

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To: Suzanne Flynn, Multnomah County Auditor

From: *Lorenzo T. Poe*  
Lorenzo Poe, Director DCFS  
Howard Klink, Senior Manager, DDSD *Howard Klink*

Re: **AUDIT RESPONSE**

Date: June 12, 2001

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We appreciate the thorough analysis and recommendations contained in the report of the Audit of the Developmental Disabilities Services Division's (DDSD) Incident Reporting, Protective Services, and Monitoring systems. The report identifies a broad range of issues of concern to DDSD, most of which were being addressed as part of a systems change effort that was initiated before the Audit began and will continue to be addressed as part of our commitment to continuous quality improvement. The information provided by the Audit will help us to refine our strategies and hopefully accelerate the improvement process.

DDSD staff have a strong commitment to ensure client health and safety and protect clients from abuse and neglect. Adults with developmental disabilities are among the most vulnerable to be found in the human services delivery system. Faced with mobility, speech and cognitive challenges, it is frequently impossible for individuals with developmental disabilities to protect themselves or even report abuse or neglect. Consequently, DDSD staff are vigilant and aggressive in their identification of and response to client abuse, limited primarily by inadequate funding, high case loads, and the crisis driven nature of the system.

We were extremely pleased to read that the Auditor's, "**found elements of a comprehensive, sophisticated system in place,**" and further, "**saw no evidence that client harm occurred because DDSD failed to act.**" We accept all of the recommendations as legitimate and valid areas of focus to make system's improvements. Attached is an outline of the Audit's recommendations and summary of DDSD efforts completed or underway in each area. Additional information is provided below to clarify a few important elements of the Incident Reporting, Protective Services and Monitoring systems that were understated or incompletely described. That information is outlined as follows:

- 1) Although the Audit did touch on issues related to high county caseloads and provider capacity, most system weaknesses in the areas of response time, follow-up consistency, communication and coordination are closely related to the inadequacy of state funding. Multnomah County Case Managers carry average caseloads of 88 individuals. This average is about twice the national standard recommended to provide adequate support for individuals and families. In addition, according to state data, provider agencies experience staff turnover rates of about 100% annually and extremely high vacancy rates. Both of these factors can be directly attributed to low wages and inadequate or non-existent benefit packages, also attributable to inadequate state funding. None of these factors are unique to Developmental Disabilities Services, but should be clearly identified as system's conditions that present significant challenges to improvements in the areas identified in the Audit.
- 2) On page 8 of the Audit, paragraph 3 expresses concern about the absence of "a formal process for tracking and addressing potential reporting problems such as a lack of incident reporting." This information is not completely accurate. DDSD maintains an extensive historical data base to record and track incident reports. While it is clearly a challenge to track or respond to incidents that we may never have been made aware of, the following system's elements are in place: When information about incidents that were unreported is brought to our attention staff immediately respond to the provider agency and actively engage management to identify the cause and ensure that non-reporting does not continue to occur. Increased monitoring of such agencies is also part of the follow-up. In addition, DDSD Supervisors and PDS staff track non-reporting patterns, intervene with those agencies and increase monitoring activities to more accurately determine if reporting requirements are being met. This process could be improved, it but does exist.
- 3) This Audit was conducted during the first 3-4 months of 2001. At that time DDSD was in the midst of initiating a number of changes in the Incident Reporting, Protective Services and Monitoring systems. These changes were the result of changes made by the state in requirements for serious events reporting, a comprehensive rewrite of DDSD's policies governing incident reporting and protective services, and a dramatic change in requirements for Case Managers to conduct monitoring efforts and participate in training to increase monitoring effectiveness. All of these efforts began before the Audit was initiated, and in general, directly respond to the Audit recommendations.

Again, we thank the Auditor for this report. We will put it to good use. Our response to the recommendations is attached for your review.

**ATTACHMENT**

**RESPONSE TO AUDIT RECOMMENDATIONS  
DDSD AUDIT: JUNE, 2001**

- 1) AUDIT RECOMMENDATION: TO IMPROVE THE EFFECTIVENESS OF MONITORING ACTIVITIES, MANAGEMENT SHOULD:

**RECOMMENDATION 1A: CREATE SPECIFIC GUIDELINES THAT ADDRESS MONITORING FREQUENCY, DEPTH, TIMELINESS AND CLARIFY STAFF ROLES.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- The Serious Events Review Team (SERT) has been established, trained and is in the process of finalizing and refining its policies and procedures. Effective functioning of this team will significantly address this recommendation.
- While the Audit was in progress, DDSD developed and implemented a new Protective Services Policy and Procedure. This document was developed with staff input and was designed to clarify roles, reporting procedures and refined our data base to assist monitoring activities. It has been distributed to all staff and will be a subject of training activities. Training will be ongoing.
- In August 2000, a Monitoring Workgroup was established to address a wide range of monitoring issues of concern to DDSD, including some of those later identified by the Audit. This group will be ongoing.
- While the Audit was in progress, a monitoring check list was developed, tested, and reviewed by staff. Final revisions are being made. It will be fully implemented within the next 60 days. It defines the scope of monitoring and helps clarify the role of staff in monitoring activities.
- While the Audit was in progress, a monitoring system was set up to ensure that all staff were involved in monitoring. Supervisors oversee this system and with the assistance of PDS staff and identify which service sites are priorities for monitoring.
- Prior to and during the Audit, a training program was developed and implemented specifically to address concerns about monitoring frequency, depth, timeliness and staff roles. This training is mandatory, will be refined and is ongoing.

**RECOMMENDATION 1B: IMPROVE TRAINING FOR CLIENT CARE PLAN MONITORING PRACTICES FOR CASE MANAGEMENT:**

***ACTIONS COMPLETED OR IN PROGRESS:***

- The Monitoring Work Group is in the process of soliciting feedback from DDSD staff regarding the monitoring process, on-site visits and further needs for training and role clarification. DDSD Contract staff have reviewed recently collected monitoring data, will share this with the workgroup and review how providers are selected for monitoring. The Audit will also be made available to assist with this process.

**RECOMMENDATION 1C: SERT SHOULD USE CRITICAL INCIDENT REPORT DATA TO COORDINATE MONITORING EFFORTS THROUGHOUT DDSD.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DDSD began implementation of SERT in January 2001. Management and PDS staff and Protective Service Investigators have all been trained in SERT process, requirements, policies and procedures. In June 2001, DDSD began using a state created web site data base and data entry system. This will enable SERT data to be incorporated into monitoring selection, measurement and analysis activities. Within the next 6 months, Case Managers will all be trained in accessing SERT data online.

**RECOMMENDATION 1D: INCREASE THE TIMELINESS OF INCIDENT REPORTING.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DDSD currently tracks and identifies providers who are not reporting incidents as required by timelines mandated in the Oregon Administrative Rules (OAR'S). Staff intervene with providers when patterns are indicated. Limitations in our current data system make it difficult to identify such patterns and partially explain the data represented in the Audit. In addition, high staff turnover in provider agencies present challenges in maintaining a workforce trained in incident reporting requirements. Improvements in the SERT data system will assist in responding to this recommendation. DDSD identifies this as an area in need of significant improvement.

2) TO IMPROVE SERVICE QUALITY MANAGEMENT SHOULD:

RECOMMENDATION 2A: STRENGTHEN INTERNAL COMMUNICATION BY INCREASING CASE MANAGER INPUT AND SUPPORT IN CLIENT DECISIONS.

**ACTIONS COMPLETED OR IN PROGRESS:**

- Case Managers currently receive all incident reports, screen reports for seriousness and the need for a protective services referral and forward for entry into the SERT system. The SERT system, when fully implemented, will enable Case Managers to access complete information concerning actions and follow-up actions taken.
- The Monitoring Work Group will review the Audit recommendations regarding improvements in Case Manager input into client decisions and identify strategies to address this issue.

**RECOMMENDATION 2B: DETERMINE EQUITABLE WORKLOAD AND CASELOAD CRITERIA FOR CASE MANAGERS.**

**ACTIONS COMPLETED OR IN PROGRESS:**

- In February 2000, DDSD established the Case Management Redesign Workgroup, which was charged with developing a system's redesign proposal to address caseload issues, equity and service quality. Two specific proposals emerged from this group, which are in the process of being reviewed as part of implementation of Universal Access.
- Improvements in caseload ratios and workload equity are primarily dependent on increased state funding for case management which has not been historically available and may or may not be available as a result of the Staley lawsuit settlement agreement. However, DDSD management in consultation with the Case Management Redesign Workgroup has developed a reorganization plan that even without an increase in state funding will result in some degree of case load reduction.

3) TO IMPROVE PROTECTIVE SERVICES ACTIVITIES, MANAGEMENT SHOULD:

**RECOMMENDATION 3A: INCREASE THE TIMELINESS OF COMMUNICATIONS WITH CASE MANAGERS AND PROVIDERS.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- In November of 2000, the state Office of Developmental Disability Services indicated that DDSD had an "effective, efficient protective services operation and set high standards for investigations." At that time, in response to mutual concerns about an imminent Health Care Finance Administration audit, DDSD initiated a rewrite of outdated protective service policies and procedures to address timeliness, communication and other issues of concern. This new policy and procedure has been approved by the state distributed to all staff, and will be included in training activities. We have already identified improvements in reporting and tracking protective service incidents.
- Full implementation of the SERT system, through the availability of online data entry and report access, will eliminate many paper system communication delays that occur in the current system.

**RECOMMENDATION 3B: CONSIDER CREATING SEPARATE INTAKE FUNCTIONS FOR PROTECTIVE SERVICES.**

***ACTIONS COMPLETED OR IN PROGRESS:***

- DCFS is in the process of consolidating protective service activities that currently operate within the DD and Behavioral Health programs. These functions and staff will be moved from the program Divisions to the Department under the supervision of the Medical Director. This action has been taken to achieve administrative efficiencies. This recommendation will be reviewed by the team planning this transition.

**RECOMMENDATION 3C: CLARIFY EXPECTATIONS AND ENFORCE POLICY REGARDING FOLLOW-UP ON PROTECTIVE SERVICE INVESTIGATIONS.**

***ACTIONS COMPLETED OR IN PROGRESS:***

When fully implemented the SERT system will automatically notify case managers and supervisors via email of any serious event that does not contain an investigation or review completion date. This automatic notification will continue on a weekly basis until the case is closed and no case will be considered closed until all outcomes are reported. SERT Committee members will also receive these emails as part of the quality assurance process to ensure that follow-up requirements are met.



MEETING DATE: June 28, 2001  
AGENDA NO: B-2  
ESTIMATED START TIME: 10:15 a.m.  
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Metropolitan Transportation Improvement Program Briefing

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: Thursday, June 28, 2001

AMOUNT OF TIME NEEDED: 1 Hour

DEPARTMENT: Non-Departmental

DIVISION: Commissioner District 4

CONTACT: Karen Schilling

TELEPHONE #: (503) 988-5050, ext. 29635  
BLDG/ROOM #: 455/2nd

PERSON(S) MAKING PRESENTATION: Commissioner Lonnie Roberts and Karen Schilling

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Project Update on Priorities 2002: Metropolitan Transportation Improvement Program and Request for Policy Direction*

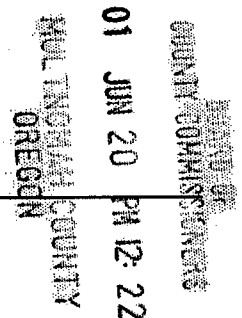
SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

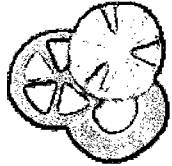
DEPARTMENT MANAGER: \_\_\_\_\_

*Lonnie Roberts*



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



## **Priorities 2002: Metropolitan Transportation Improvement Program**

### **What is the Transportation Improvement Program?**

The Transportation Improvement Program (TIP) is a funding allocation tool used by Metro and Oregon Department of Transportation. (Metro's program is called the MTIP; the state's is called the STIP.) The TIP tracks the allocation and expenditure of federal and state transportation funds to projects identified in Metro's 2000 Regional Transportation Plan (RTP). The TIP also schedules phases of work needed to complete a project and identifies when funding will be available.

Implementing the Region 2040 land-use goals and the Regional Transportation Plan is the primary goal of the MTIP funding allocation process.

### **Public comment meeting**

6 to 9 p.m. Monday, June 18, 2001

Metro Regional Center, 600 NE Grand Ave., Portland  
([see map to Metro Regional Center](#))

The public can review and comment on the Priorities 2002 MTIP project ranking from June 12 to July 11, 2001.

- [Complete Public Comment Notice](#)
- [Project selection process](#) (chart, 23K .pdf file\*)
- [Map of proposed projects](#) (72K jpeg in new window)

**Why and how are funds allocated?**

The need for transportation improvements greatly exceeds the available funding. Because the cost of all projects approved in the RTP exceeds available funds at any one time, Metro oversees a project nomination, ranking and selection process as new funds become available. The Joint Policy Advisory Committee on Transportation and the Metro Council, local jurisdictions and the public approve a project nomination and ranking process to select projects for funding in the MTIP.

**How is the MTIP project package updated?**

On Jan. 25, 2001, the Metro Council approved the process for selecting and ranking a package of MTIP projects for fiscal years 2002 to 2005. Given limited resources, the starting point was projects left from the last allocation process, called the "base package." Each eligible project sponsor was permitted to add up to \$2 million of new projects. Sponsors were also allowed to substitute a new project or projects for any currently on the base package list. The cost of substituted projects could not exceed the cost of removed projects by more than 10 percent.

Eligible sponsors include Metro, Tri-Met, Department of Environmental Quality, Oregon Department of Transportation, city of Portland, Port of Portland, Clackamas, Multnomah and Washington counties (who submitted for themselves and/or on behalf of their cities), and recreation districts. All projects must be in the Financially Constrained System of the 2000 RTP or have been the result of a recently completed planning activity, such as the Gateway Regional Center Plan. Projects added to the base package had to Metro's requirements for public involvement. The deadline for adding or deleting projects was April 2, 2001.

**How will projects be ranked?**

Projects proposed in the Priorities 2002 MTIP update are being ranked based on technical evaluation of how well they meet regional goals for each type of travel. JPACT and the Metro Council will also consider such non-technical factors as whether there is a past regional commitment to a project or whether significant local matching funds are being offered.

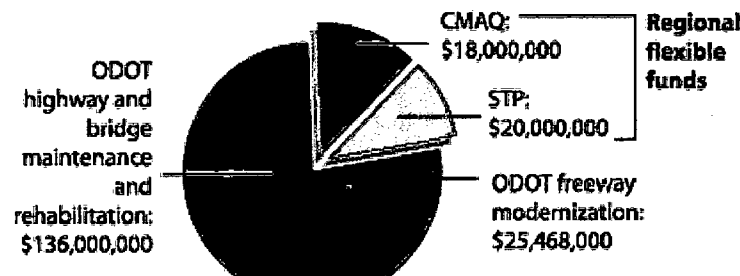
Information on the proposed technical and non-technical selection criteria is ready for public review and was the subject of its own public comment process. You can request the material by calling (503) 797-1900 option 3 or (503) 797-1839, or sending e-mail to [trans@metro.dst.or.us](mailto:trans@metro.dst.or.us).

Click here to view a [chart of project selection process](#) (23K .pdf file\*)

#### **How much money is available for projects?**

Approximately \$38 million of “regional flexible funds” are available to fund new transportation projects in this region in 2004 and 2005. Of that amount, about half are Congestion Mitigation/Air Quality (CMAQ) funds limited to projects that improve air quality. The other half are STP funds available to all projects. ODOT has already allocated approximately \$160 million to fund specific highway, bridge and freeway projects.

**Priorities 2002 MTIP Update/  
2040 Implementation Program  
ODOT vs. regional flexible funding**



**How are projects selected?**

JPACT and the Metro Council will select a “package” of projects for funding that support many forms of travel and regional land-use objectives, consistent with priorities described in the Regional Transportation Plan. Priority will be given to a package of projects that will help provide geographic funding balance, reinforce regional land use objectives, enhance mobility and meet air quality standards. The package will also address new federal environmental justice policies to ensure all members of the public benefit from federally funded projects.

**How can I learn more about the nominated projects and rankings?**

To request a packet, leave a message on the transportation hotline (503) 797-1900 option 2 or send e-mail to [trans@metro.dst.or.us](mailto:trans@metro.dst.or.us). A [description of the nominated projects\\*](#) (44K .pdf file) and the approved selection criteria are available. Technical and administrative rankings and the final program list will be posted at this site on June 12, 2001.

**What is the schedule for updating the MTIP?**

The MTIP 2002-2005 project package will be reviewed through spring and summer and adopted in fall 2001.

The MTIP schedule: Jan. 29-April 2 – project solicitation period

April – Rank all projects and project “adds” for funding

May – Release technical ranking and draft program

June/July – Public outreach and revised program review

August – TPAC recommendation on final program

September – Proposed hearings and JPACT/Council action (tentative)

September – Air quality conformity and final adoption of MTIP

**What are the next steps?**

The base package of projects and project "adds" are being ranked and a draft selection recommendation will be released June 12 for public comment. A public comment period will be held June 12 through July 11 on the 2002 MTIP program ranking. A public comment meeting will be June 18. The Public Comment Notice has complete details.

#### For more information

- Speak with a staff member. Call Metro during regular business hours at (503) 797-1839. The hearing impaired may call TDD (503) 797-1804.
- Sign up for the MTIP mailing list
- Leave a message on the transportation hotline, (503) 797-1900 option 3.

\* posted in .pdf format. To download a free copy of Adobe Acrobat Reader (needed to view .pdf files), visit Adobe's site. For information on Access.Adobe (a site that translates .pdf files into text to assist visually impaired users) visit <http://access.adobe.com>.

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Posted on Feb. 3, 1999

**PRIORITIES 2002 MTIP UPDATE  
PROJECT SUMMARY**

**May 23, 2001**



**METRO**

**Code Key:** (e.g., CBL1 = Clackamas County Boulevard Project #1)

C = Clackamas County  
M = Multnomah County  
P = City of Portland  
R = Regional  
W = Washington County

B = Bike  
BL = Boulevard  
F = Freight  
M = Road Modernization  
P = Pedestrian  
PLNG = Planning  
TDM = Transportation Demand Management  
TOD = Transit Oriented Development  
TR = Transit



# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Bike Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CB1</b> Metro	<b>E. Bank Trail/Springwater Trail Connector</b> Metro/City of Portland, City of Milwaukie joint application to link the E. Bank Trail to the Springwater Trail by construction of a traffic signal at Ochoco/17th Ave., off-street trail segments and bike/pedestrian bridge crossings of Johnson Creek, McLoughlin and UPRR tracks.	\$3,940,000
<b>CB2</b> Oregon City	<b>Washington St. Boulevard Project PE: 12th/16th</b> Design and construction funding, with local 36 percent match, to restripe 1,300 feet of a four-lane Community Street/Transit-Mixed Use Corridor to two lanes, with turn protection and two new signals at 14th and 15th Streets. Also implements bike, transit and pedestrian amenities.	\$750,000
<b>MB1</b> Gresham	<b>Gresham-Fairview Trail</b> Funding to construct the Gresham/Fairview bike/ped path, to match \$640,838 of City funds for design and construction, and \$224,000 of regionally allocated federal right of way funds.	\$852,000
<b>MB2</b> Multnomah County	<b>Morrison Bridge Bicycle/Pedestrian Facility</b> Construction funds for a multi-use pathway across Morrison Bridge, to supplement \$200,000 of federal/local PE funds already awarded the project.	\$1,500,000
<b>WB1</b> THPRD	<b>Fanno Creek Trail, Phase 2</b> Funds to construct extension of the Fanno Creek Trail from Denney to Allen/Scholls Ferry Road.	\$888,030
<b>Subtotal</b>		<b>\$7,930,030</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Pedestrian Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CP1</b> Clackamas County	<b>Jennings Ave.: 99E/Portland Ave Ped Access</b> Half street improvement to provide ped/bike access to 99E transit corridor.	\$350,000
<b>CP2</b> Oregon City	<b>Molalla Ave. Boulevard Project – Willamette/Pearl &amp; Mountain View/Holmes</b> Construction funds for Boulevard treatment of Molalla Ave: restripe to two lanes w/turn protection from Division to Hwy. 213; provide street amenities along two four-block segments in downtown Oregon City.	\$500,000
<b>MP1</b> Troutdale	<b>257th Ave. Pedestrian Improvements</b> Funding to design and construct pedestrian improvement of 257th, a Major Arterial and Transit/Mixed Use Corridor.	\$1,300,000
<b>RP1</b> Tri-Met	<b>FY04/05 Regional Pedestrian Access to Transit Program</b> Regional program to infill sidewalks and pedestrian amenities along high quality transit routes throughout the region.	\$2,000,000
<b>WP1</b> Washington County	<b>Park Way Sidewalk Project: SW Marlow Ave./ SW Parkwood Dr.</b> Construct approximately 2,000 linear feet of sidewalks linking Sunset Transit Center and other pedestrian attractors to surrounding multi- and single-family housing within the Sunset Station Community.	\$235,000
<b>WP2</b> Washington County	<b>198th Avenue Sidewalk: TV Highway/SW Trelane St.</b> Design, acquire and construct half-street sidewalk/bikelane improvements along 850 ft. of 198th to provide bike/ped access to transit and mixed use commercial district.	\$170,000
<b>WP3</b> Washington County	<b>Butner Rd. Sidewalk Project – SW Marlow Avenue/ SW Wood Way</b> Design, acquire and construct half-street sidewalk/bikelane improvements along 900 ft. of Butner Rd. to provide bike/ped access to Sunset Transit Center pedestrian skybridge.	\$180,000
<b>WP4</b> Washington County	<b>Johnson St. – South Side – Sidewalk Project – SW 185th Ave./SW 178th Ave.</b> Design, acquire and construct 375 ft. of half-street sidewalk/bikelane infill improvements along 1,600 ft. of the NORTH side of Johnson St., located in the Aloha Town Center, to provide bike/ped access to 185th Ave transit amenities.	\$96,000

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Pedestrian Projects (continued)

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>WP5</b> Washington County	<b>Johnson St. – North Side – Sidewalk Project – SW 185th Ave./SW 178th Ave.</b> Design, acquire and construct 560 ft. of half-street sidewalk/bikelane infill-improvements along 1,600 ft. of the SOUTH side of Johnson St., located in the Aloha Town Center to provide bike/ped access to 185th Ave transit amenities.	\$115,000
<b>WP6</b> Washington County	<b>Murray Blvd Sidewalk Project: Farmington Rd./675 ft</b> Design, acquire and construct 675 ft. of 6 foot-wide sidewalks and street lighting on west side of Murray, north of Farmington Rd. to improve pedestrian transit access.	\$119,000
<b>WP7</b> City of Forest Grove	<b>Forest Grove Town Center Pedestrian Improvements</b> Funding to design and construct pedestrian amenities in a six-block area of the Forest Grove downtown bounded by 21st, 19th, "B" St. and Council St./College Way.	\$400,000
<b>Subtotal</b>		<b>\$5,465,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Boulevard Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CBL1</b> Milwaukie	<b>McLoughlin Blvd: Scott/Adam (Milw. CBD) Blvd. Project – Phase 2</b> Construction funds for Boulevard treatment along 1,700 lineal feet of McLoughlin through the Milwaukie CBD, to supplement \$2.0 million previously allocated to the project.	\$100,000
<b>CBL2</b> Lake Oswego	<b>Boones Ferry Rd Boulevard Project: Madrone/Kruse Way Blvd. Project</b> Widen Boones Ferry from 48' to approx. 66' and provide non-auto amenities.	\$2,500,000
<b>CBL3</b> Oregon City	<b>McLoughlin Boulevard Project PE: I-205/Railroad Tunnel</b> Regional preliminary engineering funds to design Boulevard treatment of McLoughlin/99E as a riverfront promenade through downtown Oregon City.	\$625,000
<b>MBL1</b> Gresham	<b>Division St. Boulevard, Phase 2: Main/Cleveland</b> Design, acquire, and construct a half mile second phase extension of the Division St. Boulevard project from Main St. to Cleveland, linking the Gresham Civic Neighborhood district to Downtown Gresham.	\$989,000
<b>MBL2</b> Gresham	<b>Stark St. Boulevard Project: 190th/197th</b> Design, acquire, and construct a seven block, second phase extension of the Stark St. Boulevard project, from 190th to 197th, including the 190th/Stark/Burnside/Light rail intersection in the Rockwood Station Community.	\$800,000
<b>PBL1</b> City of Portland	<b>102nd Ave Boulevard Project: Hancock/Main</b> Funds to design boulevard treatment of 102nd Ave. for a length of approximately 1.3 miles in the Gateway Regional Center district, including Gateway Transit Center, and provision of parallel bike facilities on 99th.	\$700,000

**PRIORITIES 2002 MTIP UPDATE  
PROJECT SUMMARY**

**Boulevard Projects**  
(continued)

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>WBL1</b> Washington County	<b>Cornell Rd. Boulevard Project – Murray Blvd./Saltzman Rd.</b> Regional funding to add Boulevard design elements to locally funded widening project through Cedar Mill Town Center (regional funds are 49 percent of total project cost).	\$3,500,000
<b>WBL2</b> Cornelius	<b>(Cornelius) Main Street Blvd Project: 10th/20th</b> Additional funding to help complete planned improvement of Main Street Boulevard improvements in Cornelius.	\$500,000
	<b>Subtotal</b>	<b>\$9,614,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Road Modernization Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CM1</b> Clackamas County	<b>Clackamas ITS Program Phase 2</b> Implementation funds for signal equipment and timing plans for corridors to be determined by funded ITS Master Plan.	\$500,000
<b>CM2</b> Clackamas County	<b>Sunnyside Rd. PE – 122nd/132nd</b> Request for 63 percent of funds for Final Design of four-lane widening from terminus of current I-205/122nd widening project.	\$625,000
<b>CM3</b> Clackamas County/ Milwaukie	<b>Harmony/Linwood/Railroad Intersection</b> Final design funding for intersection improvement and grade separated rail crossing; design improvements to accommodate future High Capacity Transit alignment through Milwaukie.	\$750,000
<b>CM4</b>	<b>Recoded to CR1.</b>	
<b>CM5</b> Wilsonville	<b>Boeckman Rd. Extension (Dammach Urban Village): 95th Ave./Graham's Ferry Rd.</b> Regional preliminary engineering funds (supplements \$12.5 million of local/private right of way and construction dollars) to extend Boeckman Rd. from present terminus at 95th, west of I-5, across wetlands to a junction with Graham's Ferry Rd. The project would access the planned Dammach Urban Village development.	\$1,000,000
<b>CM6</b> Clackamas County/ Happy Valley	<b>Sunrise Corridor Phase 1 PE: I-205/Rock Creek Jct.</b> Funding through Final Design for first phase of Sunrise Corridor limited access improvement of 212/224 Corridor from I-205 to Rock Creek Junction.	\$4,000,000
<b>MM1</b> Gresham	<b>Gresham/Mult. Co. ITS Program, Phase 3B</b> Implement additional phase of Gresham/Mult. Co. ITS Master Plan to provide traffic adaptive signal timing of the 181st and Burnside corridors, including one-time costs needed for adoption of adaptive signal timing technology in comparable corridors throughout the region.	\$1,000,000

## PROJECT SUMMARY

### Road Modernization Projects (continued)

Project Code & Sponsor	Project Title	Federal Funds Requested
<b>PM1</b> City of Portland	<b>SE Foster Rd. at SE 162nd Ave.</b> Request for 30 percent of funds, matched by other committed local/private/previously allocated regional dollars, needed to design, acquire and construct widening and realignment of Foster Rd. and 162nd Ave., install a signal, bike path and sidewalks, and provide culvert replacement at Kelley Creek.	\$1,500,000
<b>WM1</b> Washington County	<b>U.S. 26 Widening PE – Murray/Cornell</b> Preliminary Engineering to widen US 26 to three lanes in each direction from the Murray Blvd. Interchange to the Cornell Rd. Interchange.	\$359,000
<b>WM2</b> Washington County	<b>Cornell Rd. Corridor ITS Project – Cornell Rd.: Main/10th to County Line</b> Regional funding to supplement County funds (50/50 ratio) for improvement of corridor monitoring and signal operations.	\$375,000
<b>WM3</b> Washington County	<b>Cedar Hills Blvd./Barnes Rd. Intersection Improvement</b> Design, acquire and construct additional right/left/through lanes at this intersection, and provide significant multi-modal amenities.	\$1,980,000
<b>WM4</b> City of Tigard	<b>SW Greenburg Rd.: Washington Square Dr./Tiedeman</b> Right of way and partial construction funding, (supplements previous regional design funds), to widen Greenburg Rd. from three to five lanes, modify one signal and signing, striping and transitional road segments between Tiedeman and Washington.	\$774,000
<b>WM5</b> City of Beaverton	<b>Murray Blvd.: Scholls Ferry Rd. to Barrows/Walnut</b> Design, right of way and construction funds to extend Murray Blvd. south as a four lane arterial from its present terminus just south of Old Scholls Ferry Rd., to a six lane terminus at the Scholls Ferry Rd./Walnut St. intersection (four through-lanes, two turn-lanes). Project would serve planned Murray/Scholls Town Center and extend street grid connection between Beaverton and Tigard.	\$1,821,000
<b>WM6</b> City of Tualatin	<b>I-5/Nyberg Interchange Widening</b> Right of Way and construction funds to widen Nyberg O'Xing of I-5 from two to four lanes, improve signal operations at the interchange, widen ramp structures in tandem with separate ODOT project and provide bike and ped facilities.	\$3,507,270
<b>WM7</b>	<b>Farmington Rd.: Hocken Ave./Murray Blvd.</b>	\$8,210,000

## PROJECT SUMMARY

City of  
Beaverton

Right of way and construction funding, (supplements previously allocated regional design funds), to widen Farmington Rd. from three to five lanes, provide appropriate Boulevard amenities at the Farmington/Murray intersection per regional design guidelines, upgrade signals, address significant safety issues and integrate multimodal facilities at the Farmington/Murray intersection.

**WM8**  
Hillsboro

**SE 10<sup>th</sup> Left Turn Pocket: E. Main/SE Baseline**  
ROW (\$.495M) and Construction (\$.825M) funds to supplement previously allocated PE funds to build a left turn-lane on Main Street in Hillsboro to address queuing related to MAX operations and to enhance Station Area pedestrian amenities.

\$1,380,000

**Subtotal**

**\$27,870,270**



# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Road Reconstruction Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CR1</b> Milwaukie/ Portland	<b>Johnson Creek Blvd. – 36th to 45th, Phase 3</b> Construction funds (supplements \$1.364 million of previously committed federal/local funds) to complete the third, final phase of a multi-modal retrofit of Johnson Creek Blvd. through Milwaukie. The entire project accommodates multiple travel modes in a highly constrained corridor and provides storm-water retention/treatment facilities adjacent to lower reaches of Johnson Creek.	\$800,000
<b>PR1</b> City of Portland	<b>NW 23rd: W Burnside St./NW Lovejoy St.</b> Design and construction funds to reconstruct a 10-block segment of NW 23rd Ave., including upgrade to ADA standards and renovation of stormwater systems.	\$1,300,000
<b>PR2</b> City of Portland	<b>SE 42nd Ave. - SE 52nd Ave. (Portland) Section of SE Holgate Blvd.</b> Design and construction funds to reconstruct an 11-block segment of SE Holgate Blvd., including upgrade to ADA standards and renovation of stormwater systems.	\$1,100,000
<b>PR3</b> City of Portland	<b>Naito Parkway: NW Davis/SW Market St.</b> Construction funding to supplement previously allocated regional funds for reconstruction of Naito Parkway, with two onstreet bikelanes.	\$1,500,000
<b>Subtotal</b>		<b>\$4,700,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Freight Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>MF1</b> Multnomah County	<b>223rd Ave. Railroad Overcrossing</b> Right of Way funds, for widening of the railroad bridge crossing of 223rd, that would supplement previously awarded federal PE funds.	\$149,000
<b>PF1</b> Port/ Portland/ ODOT	<b>Columbia/Killingsworth East End Connector</b> Thirty-three percent of design funds, to augment Port overmatch, for new, \$34 million, grade-separated Columbia/Killingsworth intersection and rail crossing.	\$1,000,000
<b>PF2</b> Port of Portland	<b>N. Lombard RR O'Xing: N. Burgard Ave./N. Rivergate Blvd.</b> Supplemental construction funds to cover design changes for habitat protection needs of this otherwise fully funded project to widen N. Lombard from two to four lanes, add five foot bike lanes, a four foot median and one seven foot sidewalk, and to grade separate the street crossing of the BN and SP rail lines.	\$2,000,000
<b>Subtotal</b>		<b>\$3,149,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Transit Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>CTR1</b> Wilsonville	<b>Smart Transit Center Park &amp; Ride</b> Right of Way funds to acquire 2.5 acres for a 250 space Park & Ride/Transit Center at Boberg Rd. and Barber St. in Wilsonville. Project is adjacent to the proposed Wilsonville/Beaverton Commuter Rail and supplements \$1.924 million of appropriated FTA/local match construction funds.	\$1,172,000
<b>MTR1</b> Tri-Met	<b>FY04/05 Gresham TCL Service Increases</b> Biennial regional share of funds to consolidate Lines 82 and 87 in Gresham to begin 15 minute service during weekdays, weekends and evenings on a new Line 181st running on 181st between Powell and Sandy during FY 04 and 05. Service is provided in exchange for regional purchase of 10 Tri-Met service expansion buses; matched 100 percent by Tri-Met funds.	\$1,400,000
<b>RTR1</b> Tri-Met	<b>FY04/05 McLoughlin/Barbur Transit Service Continuation</b> Biennial regional share of funds to continue 15 minute service during weekdays, weekends and evenings on new McLoughlin and Barbur Blvd. transit lines during FY 04 and 05. Service is provided in exchange for regional purchase of 10 Tri-Met service expansion buses; matched 100 percent by Tri-Met funds.	\$2,850,000
<b>WTR1</b> Tri-Met	<b>FY04/05 Beaverton/Tigard TCL Service Increases</b> Biennial regional share of funds to begin 15 minute service during weekdays, weekends and evenings on slightly redefined #62 Line between Sunset Transit Center, Beaverton Regional Center, Murray Scholls Town Center and Washington Square during FY 04 and 05. Service is provided in exchange for regional purchase of 10 Tri-Met service expansion buses; matched 100 percent by Tri-Met funds.	\$1,400,000
<b>WTR2</b> City of Tualatin	<b>FY04/05 Bus-based Wash. Co. Commuter Rail Ridership Buildup</b> Bus capital funds for Tri-Met commitment to provide a.m./p.m. peak period bus service, at half-hour headways, augmented by Tualatin TMA Shuttle service, between Tualatin, Tigard, Washington Square and Beaverton, in advance of Wilsonville to Beaverton Commuter Rail startup. Tri-Met portion of service would terminate upon rail startup.	\$1,074,000

**PRIORITIES 2002 MTIP UPDATE  
PROJECT SUMMARY**

**Transit Projects**  
(continued)

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>RPLNG5 Region</b>	<b>South Corridor Draft EIS</b> Funding to conduct a Draft EIS for analysis of mode choice and alignment of transportation improvements in the McLoughlin Corridor from Downtown Portland to Oregon City. Alternatives to be considered include traffic lanes, dedicated transit lanes, HOV lanes and potentially a light rail alignment, consistent with the 2000 RTP. The Draft EIS is intended to support a request to FTA for negotiation of a Full Funding Grant Agreement.	<b>\$4,000,000</b>
	<b>Subtotal</b>	<b>\$11,896,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Transportation Demand Management Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>RTDM1</b> Tri-Met	<b>FY04/05 TMA Assistance – TDM Program</b> Two-year funding for continuation of revamped TMA assistance program to provide locally based TDM services at key regional locations.	\$500,000
<b>RTDM2</b> Tri-Met	<b>FY04/05 Regional Transportation Demand Management (TDM) Program</b> Two-year continuation funding for Regional TDM program housed at Tri-Met.	\$1,400,000
<b>RTDM3</b> Tri-Met	<b>FY04/05 Region 2040 Initiatives – TDM Program</b> Two-year funding to implement non-Tri-Met transit services and other innovative SOV reduction projects.	\$495,000
<b>RTDM4</b> DEQ	<b>FY 04/05 ECO Information Clearinghouse</b> DEQ Program that complements the regional TDM program housed at Tri-Met.	\$188,000
<b>RTDM5</b> SMART	<b>FY 04/05 SMART TDM Program</b> Regional support for Wilsonville SMART component of the Regional TDM program.	\$110,000
<b>Subtotal</b>		<b>\$2,693,000</b>

**PRIORITIES 2002 MTIP UPDATE  
PROJECT SUMMARY**

**Transit Oriented Development Projects**

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>PTOD1</b> City of Portland	<b>Gateway Regional Center TOD Project</b> Funds to acquire a 1 acre replacement parcel for relocation of 140 Park & Ride Spaces from Gateway to 122nd Ave. MAX Station that is needed to leverage construction of a TOD containing 67,000 sq. ft. of commercial retail, 107 units of housing and a publicly accessible esplanade.	\$800,000
<b>RTOD1</b> Metro	<b>Transit-Oriented Development Implementation Program</b> Regional funds to leverage privately financed construction of transit oriented commercial/retail/residential development in Regional and Town Centers adjacent to light rail.	\$2,100,000
	<b>Subtotal</b>	<b>\$2,900,000</b>

# PRIORITIES 2002 MTIP UPDATE PROJECT SUMMARY

## Planning Projects

<b>Project Code &amp; Sponsor</b>	<b>Project Title</b>	<b>Federal Funds Requested</b>
<b>RPLNG1</b> Consortium	<b>Willamette Shoreline Rail and Trail Study</b> Planning work to determine mode and alignment of a dual rail and bike corridor from Macadam District to Lake Oswego.	\$550,000
<b>RPLNG2</b> Metro	<b>Regional Freight Program</b> Planning funds to continue collection of freight related data for modeling purposes and to expand survey data for further model refinement.	\$150,000
<b>RPLNG3</b> Metro	<b>RTP Corridor Project</b> Supplemental funding to complete one corridor alternatives analysis upon its selection during the current Corridor Initiatives evaluation process.	\$600,000
<b>RPLNG4</b> Metro	<b>Metro Core Regional Planning Program</b> Core regional planning program support for maintenance of regional transportation model, TIP management, RTP update, corridor analyses and high capacity transit planning.	\$1,480,000
<b>Subtotal</b>		<b>\$2,780,000</b>
<b>GRAND TOTAL</b>		<b>\$ 78,948,300</b>

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**Projects submitted by Multnomah County for MTIP Funding Consideration  
In March 2001**

**Morrison Bridge Bicycle/Pedestrian Facility** **\$1,500,000**

Construction funds for a multi-use facility on the Morrison Bridge. The bridge is not accessible to disabled persons, and bicyclists and pedestrians must share a narrow sidewalk. This project received partial funding for preliminary engineering in the 2000 MTIP.

**223<sup>rd</sup> Ave Railroad Overcrossing** **\$149,000**

Funding for right-of-way acquisition to widen the railroad crossing of 223<sup>rd</sup> Ave in Fairview. This project is necessary to safely accommodate motor vehicles, trucks, buses, pedestrians and bicycles. This project received funding for preliminary engineering in the 2000 MTIP.

**Gresham/Multnomah County Intelligent Traffic System (ITS)** **\$1,000,000**

Implement additional phase of the ITS Master Plan to provide traffic adaptive signal timing in the 181<sup>st</sup> Ave and Burnside corridors. Multnomah County and Gresham are jointly implementing the ITS system in East County. This project received funding for a previous phase in the 2000 MTIP.

**257<sup>th</sup> Ave Pedestrian Improvements** **\$1,300,000**

Funding to design and construct pedestrian improvements on 257<sup>th</sup> Ave in Troutdale. Elements include wider sidewalks, pedestrian crossings, street lighting and a pedestrian plaza.

**Division Street Boulevard** **\$989,000**

Design, acquire, and construct a half mile second phase extension from Main St. to Cleveland Ave., linking the Gresham Civic Neighborhood district to downtown Gresham. This project received funding for the first segment in the 2000 MTIP.

**Stark Street Boulevard** **\$800,000**

Design, acquire, and construct a second phase extension from 190<sup>th</sup> Ave to 197<sup>th</sup> Ave, including the 190<sup>th</sup> Ave/Stark St/Burnside intersection in the Rockwood Town Center. This project received partial funding as a High Priority project.

**Gresham-Fairview Trail** **\$852,000**

Construction funds for the Gresham-Fairview bike/pedestrian path. This trail will serve East Multnomah County as a regional north/south trail between the Springwater Trail and Blue Lake Park. This project received partial funding to acquire right-of-way in the 2000 MTIP.