

ANNOTATED MINUTES

Tuesday, June 22, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

BUDGET WORK SESSION

Chair Beverly Stein convened the meeting at 9:32 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.

WS-1 Multnomah County Fiscal Year 1999-2000 Budget Work Session. Facilitated by Dave Warren and Bill Farver.

PAUL SUNDERLAND PRESENTED REQUEST FOR ADDITIONAL \$30,000 EXTENSION SERVICE FUNDING. DAVE WARREN, MARY LI, BILL FARVER, FLOYD MARTINEZ, ELYSE CLAWSON, HOWARD KLINK KARYNE DARGAN, MIKE WADDELL, MEGANNE STEELE, JOANNE FULLER, KATHY BUSSE, WAYNE GEORGE, JIM EMERSON, LARRY NICHOLAS, MARK CAMPBELL AND DAN NOELLE EXPLANATIONS IN RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING BOARD AMENDMENTS, PROPOSED PROGRAM AMENDMENTS, REQUESTS FOR CARRYOVER, POTENTIAL BUDGET NOTES, POTENTIAL CONTINGENCY REQUESTS AND RESERVES. BOARD BRIEFING TO BE SCHEDULED TO DISCUSS OVERALL ANALYSIS AND COUNTY PLAN REGARDING INFORMATION TECHNOLOGY AND INTEGRATED ENTERPRISE SYSTEM ISSUES. STAFF TO COME BACK TO BOARD WITH BUDGET MODIFICATION ADDRESSING HOW AFFECTED DEPARTMENTS WILL PAY FOR MOVE TO MULTNOMAH BUILDING.

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

Thursday, June 24, 1999 - 9:30 AM
Multnomah County Courthouse, Boardroom 602
1021 SW Fourth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:30 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.

CONSENT CALENDAR

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

NON-DEPARTMENTAL

- C-1 Appointments of Cynthia Ingebretsen and Resheall Y. Caliman to the HOUSING AND COMMUNITY DEVELOPMENT COMMISSION
- C-2 Amendment 1 to Intergovernmental Agreement 500366 with the Regional Arts and Culture Council, City of Portland, Metro, Clackamas and Washington Counties, Increasing the Regional Arts and Culture Council Board of Director Appointees to Twenty-Seven

DEPARTMENT OF HEALTH

- C-3 Budget Modification HD 23 Approving an Increase of .25 in Budgeted FTE, and an Increase of \$220,914 in Materials and Services Appropriations in the Planning and Development Budget, Funded from State Health Division Contract

DEPARTMENT OF LIBRARY SERVICES

- C-4 Renewal of Intergovernmental Revenue Agreement 0010562 with Clackamas and Washington Counties, Providing Exchange of Library Services Between Clackamas, Washington and Multnomah County Residents at No Charge to the Individual Patron
- C-5 Intergovernmental Revenue Agreement 0010729 with Washington County, Providing Pass Through Oregon State Library Grant Funds to Washington

County Cooperative Library Services for Second Level Reference
Transactions and Rental Space at Central Library for WCCLS Staff Work

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 Renewal/Amendment 12 to Intergovernmental Revenue Agreement 3012887 with the City of Wood Village, Providing Certain Street Maintenance Services
- C-7 Renewal/Amendment 12 to Intergovernmental Revenue Agreement 3013087 with the City of Fairview, Providing Certain Street Maintenance Services
- C-8 Intergovernmental Revenue Agreement 9910797 with Oregon Department of Transportation, Providing Highway Bridge Repair and Replacement Funds for Hawthorne Bridge East Ramps Bent Cap Repairs

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- C-9 Amendment 6 to Intergovernmental Revenue Agreement 101618 with Oregon Mental Health Division, Providing Mental Health, Alcohol and Drug, and Developmental Disabilities Services for Eligible County Citizens
- C-10 Renewal of Intergovernmental Agreement 0010100 with Oregon Health Science University to Purchase Children and Adult Outpatient Mental Health Services for Members of Multnomah County's Mental Health Organization, CAAPCare, as well as Members of The Children's Mental Health Partnership, and CAAPCare Plus
- C-11 Budget Modification CFS 12 Adding \$125,000 General Fund Contingency Transfer and \$350,000 City of Portland Revenue to the Community Programs and Partnerships Division Budget to Fund the Homeless Youth Services System Per the Ad Hoc Committee Plan and Recommendations Adopted by the Board in Resolution 98-112
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DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-17 Renewal of Intergovernmental Revenue Agreement 0010748 with Oregon Board of Parole and Post-Prison Supervision to Provide Biennial Funding in Support of a Hearings Officer to Conduct Parole and Post-Supervision Violation Hearings
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REGULAR AGENDA

***AT THE REQUEST OF CHAIR STEIN AND UPON
MOTION OF COMMISSIONER LINN, SECONDED***

***BY COMMISSIONER KELLEY, CONSIDERATION
OF THE FOLLOWING ITEMS WAS
UNANIMOUSLY APPROVED.***

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

UC-1 Amendment 4 to Intergovernmental Agreement 103787 with Oregon Health Sciences University for Inpatient Mental Health Services to be Billed to CAAPCare When Patients are Placed on the State Hospital Waiting List

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF UC-1. SUSAN CLARK EXPLANATION.
AGREEMENT UNANIMOUSLY APPROVED.***

UC-2 RESOLUTION Approving State Mental Health and Developmental Disabilities Services Division 1999-2001 County Financial Assistance Grant Agreement 0010646, and Appointing Lorenzo T. Poe, Jr. as County Grant Administrator

***COMMISSIONER KELLY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF UC-2. SUSAN CLARK EXPLANATION.
AGREEMENT AND RESOLUTION 99-116
UNANIMOUSLY APPROVED.***

PUBLIC COMMENT

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

NO ONE WISHED TO COMMENT.

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

R-2 NOTICE OF INTENT to Apply for a \$50,000 Title V Delinquency Prevention Grant to Address Gender Specific (Female) Juvenile Delinquency Prevention in Collaboration with the Schools Uniting Neighborhoods (SUN) Initiative

***COMMISSIONER KELLEY MOVED AND
COMMISSIONER LINN SECONDED, APPROVAL
OF R-2. JOANNE FULLER EXPLANATION AND
RESPONSE TO BOARD COMMENTS IN SUPPORT.
NOTICE OF INTENT UNANIMOUSLY APPROVED.***

DEPARTMENT OF HEALTH

- R-3 NOTICE OF INTENT for Approval to Respond to a Request for Proposals from the Bureau of Primary Health Care, Health Care for the Homeless Grant to Fund a Primary Care Outreach at St. Francis Dining Hall to Increase Health, Alcohol and Drug Services to Homeless Individuals and Families Accessing the St. Francis Dining Hall

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-3. KIM TIERNEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING NEIGHBORHOOD IMPACT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

- R-4 NOTICE OF INTENT for Approval to Respond to a Request for Proposals from the Bureau of Primary Health Care, Health Care for the Homeless Grant to Increase Mental Health Services and Target Mental Health Outreach Services to Homeless Individuals and Families Accessing the St. Francis Dining Hall through Project Respond

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-4. KIM TIERNEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING PROJECT EVALUATION AND USE OF COMMON MENTAL HEALTH EVALUATION TOOLS FOR INPUT INTO DATA BASE. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DUNTHORPE RIVERDALE SANITARY SEWER SERVICE DISTRICT NO. 1

- R-5 The Multnomah County Board of Commissioners will Convene as the Governing Body of the Dunthorpe Riverdale Sanitary Sewer Service District No. 1 to Consider a RESOLUTION Adopting the 1999-2000 Budget for the Dunthorpe Riverdale Sanitary Sewer Service District No. 1 and Making Appropriations

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-5. DAVE WARREN AND JOHN DORST EXPLANATION OF ITEMS R-5 AND R-6. RESOLUTION 99-117 UNANIMOUSLY APPROVED.

MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14

- R-6 The Multnomah County Board of Commissioners will Convene as the Governing Body of the Mid County Street Lighting Service District No. 14 to Consider a RESOLUTION Adopting the 1999-2000 Budget for the Mid County Street Lighting Service District No. 14 and Making Appropriations

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-6. RESOLUTION 99-118 UNANIMOUSLY APPROVED.

COMMISSION ON CHILDREN AND FAMILIES

- R-7 RESOLUTION Approving the Commission on Children and Families 1999-2001 Biennium Budget Plan

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-7. JIM CLAY EXPLANATION. ANNA BOCEK TESTIMONY IN SUPPORT OF ADDITIONAL FUNDING FOR ALTERNATIVE/MINORITY SEXUAL COMMUNITY ACTIVITIES AND TRAINING FOR COUNSELORS AND TEACHERS. MR. CLAY RESPONSE TO BOARD QUESTIONS AND COMMENTS ON ADMINISTRATIVE COSTS AND THE DIRECTION OF COMMISSION. RESOLUTION 99-119 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

- R-8 RESOLUTION Adopting the 1999-2000 Budget for Multnomah County, Oregon and Making Appropriations Thereunder, Pursuant to ORS 294.435

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-8. TOM CROPPER TESTIMONY IN OPPOSITION TO PET FOOD SURCHARGE AND HILLSDALE LIBRARY RELOCATION. CHAIR STEIN EXPLAINED THE SURCHARGE IS NOT IN THE PROPOSED BUDGET AND ADVISED THERE IS A PUBLIC MEETING ON THE ISSUE TONIGHT IN ADDITION TO AT LEAST TWO OTHER PUBLIC MEETINGS. VICE-CHAIR LINN EXPLAINED

THERE WILL BE QUIET SPACE IN THE NEW HILLSDALE LIBRARY. COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF THE BOARD AMENDMENTS. DAVE WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS IN SUPPORT OF AMENDMENTS. BOARD AMENDMENTS UNANIMOUSLY APPROVED. DAVE WARREN NOTED A SCRIBNER'S ERROR IN THE CARRYOVER REQUESTS. UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER KELLEY, THE CARRYOVER REQUESTS WERE UNANIMOUSLY APPROVED, AS CORRECTED. COMMISSIONER LINN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE DEPARTMENT PROGRAM CHANGES. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, AN AMENDMENT TO THE DEPARTMENT PROGRAM CHANGES MOVING DES 10, DES 11, DES 12, DES 13 AND DES 14 TO FACILITIES FUND CONTINGENCY, AND REQUIRING THE DEPARTMENT TO COME BACK WITH A MANAGEMENT PLAN BEFORE EXPENDING FUNDS FOR ADDITIONAL FACILITIES STAFF. COMMISSIONER NAITO COMMENTS IN SUPPORT OF MOTION. MR. WARREN EXPLAINED DES 12 AFFECTS A BUDGET MODIFICATION THE BOARD APPROVED IN THE SPRING RELATING TO POSITIONS, WHICH HAVE ALREADY BEEN FILLED. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, TO REMOVE DES 12 FROM THEIR PRIOR MOTION. FOLLOWING BOARD DISCUSSION REGARDING FACILITIES STAFFING AND THE NEED FOR ADDITIONAL INFORMATION CONCERNING BUILDING NEEDS, OPERATIONAL COSTS AND NEED FOR TEMPORARY OR FULLTIME EMPLOYEES, MR. WARREN EXPLAINED THE DEPARTMENT WILL HAVE TO COME BACK TO THE BOARD IN SIX WEEKS OR SO ANYWAY TO ADDRESS SERVICE REIMBURSEMENT, MOVING AND OTHER BUDGET ISSUES. IN RESPONSE TO BOARD

QUESTIONS, WAYNE GEORGE EXPLAINED HE WILL BE MEETING WITH COMMISSIONER CRUZ SOON AND THAT FACILITIES IS WILLING AND ABLE TO WAIT SIX WEEKS ON THE HIRING ISSUE IN ORDER THAT EVERYONE HAS THE INFORMATION THEY NEED AND FEELS COMFORTABLE. CHAIR STEIN ADVISED THAT FACILITIES HAS BEEN ASKED TO TAKE ON MORE DUTIES THAN EVER IN RECENT YEARS AND THAT THE FACILITIES MANAGEMENT PLAN MAY RESULT IN THE NEED FOR ADDITIONAL FULL TIME EMPLOYEES. AMENDMENT TO DEPARTMENT PROGRAM CHANGES EXCLUDING DES 10, DES 11, DES 13 AND DES 14 UNANIMOUSLY APPROVED, AS AMENDED. DEPARTMENT PROGRAM CHANGES UNANIMOUSLY APPROVED, AS AMENDED. DAVE WARREN EXPLANATION OF REVENUE CHANGES. UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER LINN, THE REVENUE CHANGES WERE UNANIMOUSLY APPROVED. DAVE WARREN EXPLANATION OF RECLASSIFICATIONS AND STAFF CHANGES. UPON MOTION OF COMMISSIONER LINN, SECONDED BY COMMISSIONER NAITO, THE RECLASSIFICATIONS AND STAFF CHANGES WERE UNANIMOUSLY APPROVED. DAVE WARREN EXPLANATION OF TECHNICAL CHANGES. UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER LINN, THE TECHNICAL CHANGES WERE UNANIMOUSLY APPROVED. DAVE WARREN EXPLANATION OF COUNTY RESPONSE TO TAX SUPERVISING AND CONSERVATION COMMISSION COMMENTS. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER LINN, ATTACHMENT C, COUNTY RESPONSE TO TSCC WAS UNANIMOUSLY APPROVED. LOUISE WEIDLICH TESTIMONY IN OPPOSITION TO WASHINGTON COUNTY TAX ABATEMENT PROGRAM AND HILLSDALE LIBRARY RELOCATION. COMMISSIONER LINN MOVED AND COMMISSIONER KELLEY SECONDED,

APPROVAL OF THE BUDGET NOTES. DAVE WARREN EXPLAINED HE WOULD NEED TO ADD COMMISSIONER NAITO'S AMENDMENT TO THE BUDGET NOTES RELATING TO THE FACILITIES STAFFING REQUESTS, IN ADDITION TO CORRECTION OF A SCRIBNER'S ERROR. BOARD CONSENSUS DIRECTING MR. WARREN TO SO AMEND THE BUDGET NOTES. BUDGET NOTES UNANIMOUSLY APPROVED, AS AMENDED. BOARD COMMENTS IN SUPPORT OF BUDGETED PROGRAMS, IN APPRECIATION FOR THE ASSISTANCE OF BUDGET OFFICE STAFF, AND COMMENTS REGARDING THE BUDGET PROCESS AND SUGGESTIONS FOR NEXT YEAR. RESOLUTION 99-120 UNANIMOUSLY APPROVED, AS AMENDED.

R-9 RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1999-2000

COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-9. DAVE WARREN EXPLANATION. RESOLUTION 99-121 UNANIMOUSLY APPROVED.

COMMISSIONER COMMENT/LEGISLATIVE ISSUES

R-10 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

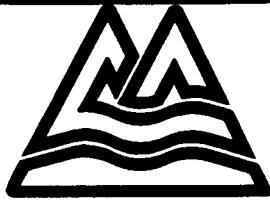
COMMISSIONER NAITO REPORTED ON LAST NIGHT'S IMPACT MEETING.

There being no further business, the meeting was adjourned at 11:16 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY, OREGON

BOARD OF COMMISSIONERS

Beverly Stein, Chair

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Portland, Or 97204-1914

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

Diane Linn, Commission Dist. 1

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Email: diane.m.linn@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500
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Email: serena.m.cruz@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

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Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500
Portland, Or 97204-1914

Phone: (503) 248-5213 FAX (503) 248-5262

Email: sharron.e.kelley@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277

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

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

JUNE 22 & 24, 1999

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Tuesday Multnomah County 1999-2000 Budget Work Session
Pg 2	9:30 a.m. Thursday Consent Calendar of Routine County Items
Pg 6	9:30 a.m. Thursday Opportunity for Non-Agenda Public Comment
Pg 6	9:45 a.m. Thursday Resolution Adopting Service District Budgets
Pg 7	9:55 a.m. Thursday Resolution Adopting CCFC 1999-2001 Biennium Budget Plan
Pg 7	10:05 a.m. Thursday Resolution Adopting 1999-2000 Multnomah County Budget
★	Check the County Web Site: http://www.co.multnomah.or.us/

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (**LIVE**) Channel 30

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community
Television

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DUNTHORPE RIVERDALE SANITARY SEWER SERVICE DISTRICT NO. 1 - 9:45 AM

- R-5 The Multnomah County Board of Commissioners will Convene as the Governing Body of the Dunthorpe Riverdale Sanitary Sewer Service District No. 1 to Consider a RESOLUTION Adopting the 1999-2000 Budget for the Dunthorpe Riverdale Sanitary Sewer Service District No. 1 and Making Appropriations

MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14 - 9:50 AM

- R-6 The Multnomah County Board of Commissioners will Convene as the Governing Body of the Mid County Street Lighting Service District No. 14 to Consider a RESOLUTION Adopting the 1999-2000 Budget for the Mid County Street Lighting Service District No. 14 and Making Appropriations

COMMISSION ON CHILDREN AND FAMILIES - 9:55 AM

- R-7 RESOLUTION Approving the Commission on Children and Families 1999-2001 Biennium Budget Plan

DEPARTMENT OF SUPPORT SERVICES - 10:05 AM

- R-8 RESOLUTION Adopting the 1999-2000 Budget for Multnomah County, Oregon and Making Appropriations Thereunder, Pursuant to ORS 294.435
- R-9 RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1999-2000

COMMISSIONER COMMENT/LEGISLATIVE ISSUES - 10:40 AM

- R-10 Opportunity (as Time Allows) for Commissioners to Comment on Non-Agenda Items or to Discuss Legislative Issues.

MEETING DATE: JUN 24 1999
AGENDA NO: C-1
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Housing and Community Development Commission

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: June 24, 1999

AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Cecile Pitts

TELEPHONE #: 248-3044

BLDG/ROOM #: 166/500

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Cynthia Ingebretsen and Resheall Y. Caliman to the Housing and Community Development Commission

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Hunt

99 JUN 10 PM 3:35
HOUSING AND COMMUNITY
DEVELOPMENT
COMMISSION
CLERK

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MEETING DATE: JUN 24 1999
AGENDA NO: C-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Regional Arts and Culture Council IGA Adding One Additional Multnomah County Appointee to RACC Board

BOARD BRIEFING:

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

REGULAR MEETING:

DATE REQUESTED: 6/24/99
AMOUNT OF TIME NEEDED: 10 min

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: E. Campbell

TELEPHONE #: 503/306-5834
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Eloise Damrosch, Acting Director, RACC

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement Amendment Adding One Additional Multnomah County Appointee to the Regional Arts and Culture Council Board

6/24/99 ORIGINALS to ED Campbell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

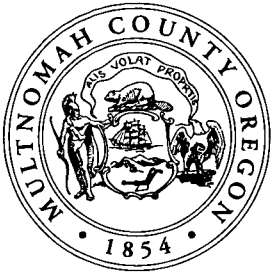
MANAGER: _____

Peverly Klein

CLERK OF
COUNTY COMMISSIONERS
99 JUN 16 PM 1:53
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: mult.chair@co.multnomah.or.us

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Edward Campbell, Chair's Office

DATE: June 16, 1999

RE: Intergovernmental Agreement Amendment Adding One Additional Multnomah County Appointee to the Regional Arts and Culture Council Board

1. Recommendation/Action Requested:

Approval of IGA Amendment.

2. Background/Analysis:

The RACC Board recommends this action for the purpose of increasing the support capacity for the arts in Multnomah County. On the one hand, community involvement in RACC decisions will be enhanced by the addition of this citizen board member. Reciprocally, the board will be able to accomplish its mission more successfully with the additional resources, contacts and expertise of this extra volunteer.

3. Financial Impact:

None. RACC Board member are citizen volunteers. Additional member will not affect current staffing costs.



4. Legal Issues:

County Counsel has reviewed proposed amendment and has identified no legal issues.

5. Controversial Issues:

None.

6. Link to Current County Policies:

RACC administers programs such as Neighborhood Arts and Arts in Schools, which support the County's efforts to increase school completion, offer positive activities for children, and promote multicultural learning and engagement.

7. Citizen Participation:

The RACC Board, a volunteer citizen body, is making this recommendation.

8. Other Government Participation:

The following jurisdictions are scheduled to make similar amendments--adding one additional appointee per jurisdiction-- to this IGA: Clackamas and Washington County, the City of Portland and Metro.

INTERGOVERNMENTAL AGREEMENT

PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon; Multnomah County, Oregon; Clackamas County, Oregon; Washington County, Oregon; and Metro, Oregon.

RECITALS

1. STATEMENT OF HISTORY OF THE METROPOLITAN ARTS COMMISSION (MAC)

a. City of Portland/Multnomah County Intergovernmental Agreement

(i) Purpose

The City of Portland, Oregon, and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

(ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

(iii) Regional Planning

MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

(iii) Arts Plan 2000+

Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and the Regional Arts Funding Task Force. The Regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.

(iv) Addition of Clackamas and Washington Counties

The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas and Washington Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program

(i) Establishment of Public Art Program

As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and management of Public Art. MAC, with advice from the Public Art Advisory Committee, is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility

MAC is responsible for approving art substitutes for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities

The Public Art Program also operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund

The Public Art Trust Fund is a fund within the City of Portland Treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs

As a result of Arts Plan 2000+, Washington and Clackamas Counties and Metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)

a. Incorporation and tax status

RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Formerly called Metropolitan Regional Arts Council

Founded during Arts Plan 2000+ in 1991, the Metropolitan Regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws

The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan Regional Arts Council to RACC.

c. Purposes

RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY

RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support of the regional arts industry.

2. SELECTION OF BOARD OF DIRECTORS

The board of directors shall consist of twenty two members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 6 directors appointed by the Multnomah County Chair; 10 directors appointed by the Mayor of the City of Portland; 2 directors appointed by the Chair of the Clackamas County Board of Commissioners; 2 directors appointed by the Chair of the Washington County Board of Commissioners; and 2 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON
Each jurisdiction shall appoint one elected official to serve as liaison to RACC.
4. IMPLEMENTATION OF ARTS PLAN 2000+
The parties to this agreement shall work with RACC to implement Arts Plan 2000+.
5. REGIONAL FUNDING
The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.
6. TRANSITION AGREEMENT
A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.
7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT
The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC not withstanding Clause XI of the City/County Intergovernmental Agreement.
8. SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS
Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Washington County, and Metro.
9. IMPLEMENTATION
 - (a) Arbitration
In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.
 - (b) Performance of work
Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall continue to perform its work pending resolution of the dispute.

10. EFFECTIVE AND TERMINATION DATES

This Intergovernmental Agreement shall be effective as of January 15, 1995 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

APPROVED AS TO FORM:

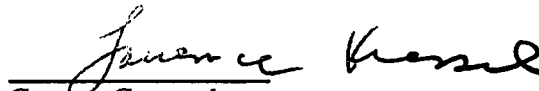

City of Portland Attorney

CITY OF PORTLAND, OREGON

By:
Name:
Title: Mayor
Date:

By:
Name: Barbara Clark
Title: Auditor
Date:

REVIEWED:


County Counsel


MULTNOMAH COUNTY, OREGON

By:
Name: Beverly Steingard
Title: MULTNOMAH COUNTY CLERK
Date:

REVIEWED:


General Counsel

Metro, OREGON

By:
Name: 
Title: Executive Officer
Date: 4/30/95

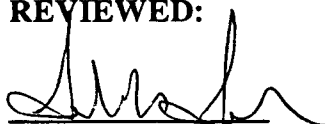
REVIEWED:

County Counsel

CLACKAMAS COUNTY, OREGON

By: Jude Nammestad
Name:
Title: Clackamas County Chair
Date: 5-2-95

REVIEWED:


County Counsel

WASHINGTON COUNTY, OREGON

By: Linda B. Peters
Name: Linda B. Peters
Title: Chair Board of Commissioners
Date:

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 95-15

DATE 1-10-95

BY Barbara Hightmanek
CLERK OF THE BOARD

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 500366
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 type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>6/24/99</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Nondepartmental Division: Chair's Office Date: 6/11/99
 Originator: Eddie Campbell Phone: 306-5834 Bldg/Rm: 106/1515
 Contact: Eddie Campbell Phone: 306-5834 Bldg/Rm: 106/1515

Description of Contract: IGA Between City of Portland, Metro, and Multnomah, Washington and Clackamas Counties designating the Regional Arts and Culture Council (RACC) as the Agency responsible for the arts and culture in their jurisdiction. Amendment increases the size of the RACC Board.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR _____
 #/DATE: _____ DATE: _____ #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Regional Arts & Culture Council</u>		Remittance address <u>Same</u>
Address _____		(If different) _____
Portland _____		
Oregon _____		
Phone <u>(503) 823-5111</u>		Payment Schedule / Terms
Employer ID# or SS# <u>93-1059037</u>	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date <u>1/26/95</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Termination Date <u>Perpetual</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$ <u>Determined in Annual Budget Process</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amount of Amendment \$ _____		
Total Amount of Agreement \$ _____		

REQUIRED SIGNATURES:

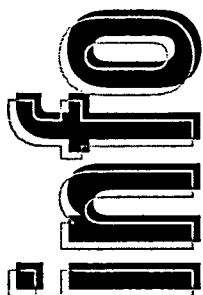
Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Counsel <u>Thomas Spensler</u>	DATE <u>6/16/99</u>
County Chair <u>[Signature]</u>	DATE <u>June 24, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____
(Class I, Class II Contracts only)	

LGFS VENDOR CODE 6V0350C						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	100	050	9345				6050				
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.



Regional
Arts &
Culture
Council



INTERGOVERNMENTAL AGREEMENT Regional Arts and Culture Council

To accommodate the increasing interest in RACC and the need for additional regional representation, RACC would like to encourage the following amendments to the IGA for increased Board size.

Proposed amendments:

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

part 2.

SELECTION OF BOARD OF DIRECTORS

The board of directors shall consist of twenty-seven members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 7 directors appointed by the Multnomah County Chair; 11 directors appointed by the Mayor of the City of Portland; 3 directors appointed by the Chair of Clackamas County Board of Commissioners; 3 directors appointed by the Chair of the Washington County Board of Commissioners; and 3 directors appointed by the Metro Executive.

part 10.

EFFECTIVE AND TERMINATION DATES

This amended Intergovernmental Agreement shall be effective as of July 1, 1999 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

RACC's Role

The Regional Arts & Culture Council is a publicly funded, non-profit organization with a mission to provide leadership, funding and advocacy for arts and culture throughout the tri-county Portland region. RACC's four primary services are Grants and Technical Assistance, Public Art, Arts Education, and Arts and Culture in Communities. RACC is funded by the City of Portland, Metro, and Multnomah, Clackamas and Washington Counties.

APPROVED AS TO FORM:

City of Portland Attorney

CITY OF PORTLAND, OREGON

By:
Name:
Title: Mayor
Date:

By:
Name:
Title: Auditor
Date:

REVIEWED:

Thomas Spensler
County Counsel

MULTNOMAH COUNTY, OREGON

By: Beverly Stein
Name: Beverly Stein
Title: Commissioner Chair
Date: June 24, 1999

REVIEWED:

General Counsel

METRO, OREGON

By:
Name:
Title: Executive Officer
Date:

REVIEWED:

County Counsel

CLACKAMAS COUNTY, OREGON

By:
Name:
Title: Commissioner Chair
date:

REVIEWED:

County Counsel

WASHINGTON COUNTY, OREGON

By:
Name:
Title: Chair, Board of Commissioners
Date:

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK**

BUDGET MODIFICATION NO.

HD 23

(For Clerk's Use) Meeting Date JUN 24 1999
Agenda No. C-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT HealthDIVISION Planning & DevelopmentCONTACT Kathy InnesTELEPHONE 248-3056 x27027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Denise ChuckovichSUGGESTEDAGENDA TITLE

(to assist in preparing a description for the printed agenda)

Approve an increase of .25 in budgeted FTE, and an increase of \$220,914 in materials and services appropriations in the Planning & Development budget. Changes are funded from \$234,769 available under the State Health Division contract.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒

Personnel changes are shown in detail on the attached sheet

This action funds .25 Budget Analyst Principal. Pass-thru appropriations are increased by \$66,607. Professional Services appropriations are increased by \$124,421, and Supplies appropriations are increased by \$9,873.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Adds \$234,769 to the Federal State Fund. Adds \$3,771 in indirect to the General Fund

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 2:19
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

6/15/99

Department Director

Date

Gary Oxman (w)6/15/99

Plan/Budget Analyst

Date

6-15-99

Employee Services

Date

Melvin Wiley6/15/99

Board Approval

Date

MULTNOMAH BOGUSTO6/24/99

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.
HD 23

5. **ANNUALIZED PERSONNEL CHANGE HD 23** (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

				ANNUALIZED			
Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease		TOTAL Increase (Decrease)
					Fringe	Ins.	
0.25	9734	0055	Budget Analyst Princip	13,620	3,202	1,515	18,337
							0
0.25	TOTAL CHANGE (ANNUALIZED)			\$13,620	\$3,202	\$1,515	\$18,337

6. **CURRENT YEAR PERSONNEL DOLLAR CHANGE HD 23** (Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

				CURRENT FY			
Permanent Positions, Temporary, Overtime, or Premium	JCN	Org	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease		TOTAL Increase (Decrease)
					Fringe	Ins.	
0.25	9734	0055	Budget Analyst Princip	13,620	3,202	1,515	18,337
0.25							
TOTAL CURRENT FISCAL YEAR CHANGES				\$13,620	\$3,202	\$1,515	\$18,337

EXPENDITURE							HD 23					
TRANSACTION EB GM []							TRANSACTION DATE				ACCOUNTING PERIOD	BUDGET FY
Document				Organ-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		156	015	0051			6060			66,607		
		156	015	0051			7100			466	67,073	
		156	015	0055			5100			13,620		
		156	015	0055			5500			3,202		
		156	015	0055			5550			1,515		
		156	015	0055			6110			124,241		
		156	015	0055			6230			9,873		
		156	015	0055			7100			19,727	172,178	239,251
		100	015	9130			7608			4,482	4,482	
		100	075	9120			7700			3,771		
		100	015	0905			6110			11,940	15,711	20,193
		400	070	7522			6520			1,515	1,515	
TOTAL EXPENDITURE CHANGE										260,959	260,959	
REVENUE							HD 23					
TRANSACTION RB GM []							TRANSACTION DATE				ACCOUNTING PERIOD	BUDGET FY
Document				Organ-		Reporting		Current	Revised	Change		
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description
		156	015	0051			2650			(192,086)		
		156	015	0051			2638			16,646		
		156	015	0051			6821			20,097		
		156	015	0051			2379			222,416	67,073	
		156	015	0055			2349			(172,154)		
		156	015	0055			2650			339,850		
		156	015	0055			7601			4,482	172,178	239,251
		100	075	7410			6602			20,193	20,193	
		400	070	7522			6602			1,515	1,515	
TOTAL REVENUE CHANGE										260,959	260,959	



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

HEALTH DEPARTMENT
BUSINESS SERVICES
McCOY BUILDING
426 SW STARK
PORTLAND, OR 97204
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM:

Gary Oxman

Gary Oxman (PC)

TODAY'S DATE: June 15, 1999

REQUESTED PLACEMENT DATE: June 24, 1999

SUBJECT: Health Budget Modification Number 23

I. Recommendation / Action Requested:

Approve an increase of .25 in budgeted FTE and an increase of \$220,914 in materials and services appropriations in the Planning & Development budget. Changes are funded from \$234,769 available under the State Health Division contract.

II. Background / Analysis:

This action funds .25 Budget Analyst Principal. Pass-thru appropriations are increased by \$66,607, Professional Services appropriations are increased by \$124,421, and Supplies appropriations are increased by \$9,873. This budget modification appropriates \$234,769 available under the State Health Division contract.

III. Financial Impact:

Adds \$234,769 to the Federal State Fund. Adds \$3,771 in indirect to the General Fund.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: NA

VII. Citizen Participation: NA

VIII. Other Government Participation: NA



Oregon

John A. Kitzhaber, M.D., Governor

Department of Human Resources

Health Division

800 NE Oregon Street # 21

Portland, OR 97232-2162

(503) 731-4030 Emergency

(503) 731-4017

(503) 731-4079


FAX

TTY-Nonvoice (503) 731-4031



DATE: May 18, 1999

TO: County Health Department Administrators

FROM: Carol Allen,  Director
Office of Community Services

SUBJECT: FY 1999 Budget Revision #10

Program information for FY 1999 Budget Revision #10 is listed below. Please return the enclosed revised notice of grant award, with authorized agent's signature, by June 18, 1999, to:

Meredith Perkins
Oregon Health Division
Office of Community Services, Suite 950
Portland, OR 97232

Breast & Cervical Cancer Education and Screening: Funds are being distributed to several counties for the first quarter of the second year of their Multi-Cultural mini-grants and to Washington County for a special project.

Family Planning: In this budget revision, several counties will transfer funds from their service grants to their drug accounts. This transaction will bring overdrawn drug accounts to zero so they can be closed.

Statewide Tobacco Program Evaluation: Funds are being awarded to Multnomah County to provide additional assistance with the statewide evaluation component of the Tobacco Prevention and Education Program. The funds will be used to study the economic and health effects of the Corvallis ordinance prohibiting smoking in establishments selling alcohol within the city limits.

*Assisting People to Become Independent, Healthy and Safe
An Equal Opportunity Employer*

County Health Department Administrators

May 18, 1999

Page 2

Turning Point: Multnomah County's Turning Point grant is being revised to more accurately reflect actual charges. Revised assurances are enclosed.

If you have questions about this revision, please feel free to call me at 503-731-4017.

/mp

enclosure(s)

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

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date May 14, 1999	This Action REVISION #10
3) Award Period From July 1, 1998 Through June 30, 1999		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	New Increase/Decrease	New Grant Award
State Support for Public Health		426,120	0	426,120
Family Planning Agency Grant		537,822	0	537,822
Family Planning Drug Account		XXXXXXXX	0	XXXXXXXX
Central Drug Purchasing		741,012	4,163	745,175
Child & Adolescent Health Services		359,104	0	359,104
Perinatal		56,641	0	56,641
Babies First		86,114	0	86,114
Women, Infants & Children		1,693,168	0	1,693,168
WATER		8,964	0	8,964
TB-Case Management		46,831	0	46,831
STD/DVD		186,000	0	186,000
TOBACCO PREVENTION		513,700	0	513,700

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY99 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- a) Total Family Planning Allocation is \$651,822
- b) Total FP Agency Grant must include at least: Teen pregnancy prevention of \$189,465
- c) FP Drug Acct. (deposited at Mult. Co.) is total FP Allocation less FP agency Grant = \$114,000
- d) Combined CAHS / Perinatal / Babies First is \$501,889
- e) Perinatal must be at least \$56,641
- f) Babies First must be at least \$86,144
- g) July-June 1999 minimum nutrition education requirement is \$270,907, Breastfeeding Promotion requirement is \$71,540.
- h) admin = \$93,225, Drug Budget = \$651,950

6) Capital Outlay Requested In This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

1) Grantee	2) Issue Date	On This Action
Name: Multnomah Co. Community Health	May 14, 1999	REVISION #10
Street: 426 S. W. Stark St.-7th Floor	3) Award Period	
City: Portland	From July 1, 1998 Through June 30, 1999	
State: OR Zip Code: 97204		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/Decrease	New Grant Award
Criminal Justice System Program Analysis		91,455	0	91,455
TB Outreach/Prevention		167,861	0	167,861
Acute Viral Hepatitis		135,998	0	135,998
HIV Care Consortia		283,433	0	283,433
School Based Clinic		107,830	0	107,830
Immunization Action Plan		95,520	0	95,520
Seropositive Wellness		85,000	0	85,000
Refugee TB		64,245	0	64,245
HIV Block Grant - Prevention		593,701	0	593,701
HIV Prevention / Gay & Bisexual Outreach		128,825	0	128,825
Breast and Cervical Cancer - Screening		229,418	7,846	237,264
Breast and Cervical Cancer - Education		98,658	0	98,658

6) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY99 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- i) Jefferson: \$53,915; Grant: \$53,915
 j) Funding for Multi-Cultural mini-grants is included in screening grants for Jackson, Marion, Multnomah, and Washington counties.

6) Capital Outlay Requested In This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

1) Grantee	2) Issue Date	3) This Action
Name: Multnomah Co. Community Health	May 14, 1999	REVISION #10
Street: 426 S. W. Stark St.-7th Floor		
City: Portland	3) Award Period	
State: OR Zip Code: 97204	From July 1, 1998 Through June 30, 1999	

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Robert Wood Johnson - SBHC-Project		109,124	0	109,124
Emerging Infections Program		25,000	0	25,000
HIV Prevention / CBO Funding		129,376	0	129,376
Domestic Violence Needs Assessment		351,987	0	351,987
Statewide Tobacco Program Evaluation		155,716	66,700	222,416
HIV Prevention / Intravenous Drug User Outreach		70,000	0	70,000
Seropositive Wellness Program Evaluation		16,646	0	16,646
Emerging Pathogens Evaluation		50,081	0	50,081
TURNING POINT		110,136	(222)	109,914
AIDS Surveillance		61,832	0	61,832
HIV + Speakers in the Schools		46,000	0	46,000
Stars Sites		65,310	0	65,310

5) Remarks:

The amounts cited in Item 4 of this award are provisional and subject to adjustments when the FFY99 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

REVISION #10

From July 1, 1998 Through June 30, 1999

Previous Award	Increase/ (Decrease)	New Grant Award
-------------------	-------------------------	-----------------------

5) Remarks

6) Capital Outlay Requested In This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

MEETING DATE: JUN 24 1999
AGENDA NO: C-4
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Library Borrowing Agreement

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Library

DIVISION: Director's Office

CONTACT: Wes Stevens

TELEPHONE #: 85432

BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: Consent calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of Library Borrowing Agreement with Washington County and Clackamas County.

6/24/99 ORIGINALS to Wes Stevens

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Fannie Looper

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 2 11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Ginnie Cooper, *Ginnie* Director of Libraries

DATE: May 21, 1999

RE: Intergovernmental Agreement 0010562 with the Washington County and Clackamas County

1. Recommendation/Action Requested:

Recommend renewal of intergovernmental agreement

2. Background/Analysis:

Since 1985, Clackamas, Washington and Multnomah Counties have provided library services to each other's residents at no charge to the patrons. This renewal continues that agreement for another three years.

3. Financial Impact:

This is a revenue agreement to Multnomah County Library, which will generate a minimum of \$120,000 each year. Clackamas and Washington Counties pay Multnomah County \$60,000 each annually in recognition of Multnomah County Library's reference services. Along with the reference payment, the county with the lesser number of checkouts to the other county's residents reimburses the other county for the difference. Historically, Multnomah County Library

receives revenue for excess checkouts from both Washington and Clackamas counties each year.

4. Legal Issues:

N/A

5. Controversial Issues:

N/A

6. Link to Current County Policies:

The agreement is compatible with the Library's policy to provide services to local residents of the tri-county area at no charge to the individual patron.

7. Citizen Participation:

N/A

8. Other Government Participation:

Washington and Clackamas Counties.

(See Administrative Procedure CON-1)

Amendment #:

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

[illegible]

INTERGOVERNMENTAL AGREEMENT

AGREEMENT REGARDING EXCHANGE OF LIBRARY SERVICES

This is an Agreement between Clackamas County, Washington County and Multnomah County, pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is to exchange public library services by each county to the residents of the other counties of this agreement and define the terms of adjusting the costs of the exchange of services.

WHEREAS, Clackamas County, Multnomah County, and Washington County have by agreement provided for reciprocal use of library services by residents of each county since 1985; and

WHEREAS, residents find the reciprocal borrowing program popular, while the counties find the sharing of resources to be cost effective; and

WHEREAS, each county desires to enter into an agreement for the exchange of library services which continues the program on the terms set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **EXCHANGE OF SERVICES.** Clackamas County, Multnomah County, and Washington County (respectively referred to herein as "Clackamas", "Multnomah", and "Washington" or generically as "county") shall each offer to residents of the other two counties all library services provided to residents of their respective counties upon the same terms and conditions. Each county shall not be required to extend library services to residents of the other two counties who have had library privileges canceled for any reason.
2. **TERM.** The term of this Agreement shall be from execution through and including June 30, 2002. It is the intent of the parties that this Agreement becomes effective on July 1, 1999.

3. REIMBURSEMENT. Each county shall be entitled to reimbursement from each other county for library services furnished to the residents of another county on the terms set forth below.

A. Reference Services. Clackamas and Washington shall each reimburse Multnomah for providing services, including walk-in and over-the-telephone inquiries or questions, \$60,000 each year.

B. Reciprocal Borrowing. Reimbursement for reciprocal borrowing shall be based on a comparison of the number of items checked out by the libraries in any county to residents of the other two counties ("checkouts" herein) during a fiscal year. As between any two counties, the county with the lesser number of checkouts to the other county's residents shall reimburse the other county for the difference ("excess checkouts" herein). Reimbursement shall be at the rate of one dollar (\$1.00) for each excess checkout during the prior fiscal year. The amount of reimbursement for any county for reciprocal borrowing shall not exceed 110% of the amount paid the previous year.

C. Time of Payment. Reimbursement payments for both reference services and reciprocal borrowing shall be made not later than December 31 of each year. Reimbursement for reciprocal borrowing shall apply to services provided during the current fiscal year, but shall be calculated on checkout data collected during the prior fiscal year.

4. REVIEW. Not less than twice each year, the Administrator of the Library and Information Network of Clackamas County, the Director of the Multnomah County Library and the Manager of the Washington County Cooperative Library Services shall meet to review library use and consider other cooperative efforts.

5. WITHDRAWAL AND TERMINATION. This Agreement may be terminated upon the mutual agreement of all signatories or by two of them if the third has previously withdrawn. Any party may withdraw from further participation in this Agreement for any reason upon ninety (90) days written notice to the other participating parties. Upon withdrawal, all financial obligations under this Agreement shall be pro-rated as of the date of withdrawal.

- 6. INDEMNIFICATION FOR MULTNOMAH COUNTY.** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Multnomah County shall indemnify, defend and hold harmless Washington and Clackamas Counties from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this Agreement.

Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 Washington and Clackamas Counties shall indemnify, defend and hold harmless Multnomah County from and against all liability, loss and costs arising out of or resulting from the acts of Washington and Clackamas Counties, their officers, employees and agents in the performance of this agreement.

- 7. INDEMNIFICATION FOR WASHINGTON COUNTY.** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Washington County shall indemnify, defend and hold harmless Multnomah and Clackamas Counties from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this Agreement.

Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 Multnomah and Clackamas Counties shall indemnify, defend and hold harmless Washington County from and against all liability, loss and costs arising out of or resulting from the acts of Washington and Clackamas Counties, their officers, employees and agents in the performance of this agreement.

- 8. INDEMNIFICATION FOR CLACKAMAS COUNTY.** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless Multnomah and Washington Counties from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah County, its officers, employees and agents in the performance of this Agreement.

Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 Washington and Multnomah Counties shall indemnify, defend and hold harmless Clackamas County from and against all liability, loss and costs arising out of or resulting from the acts of Washington and Clackamas Counties, their officers, employees and agents in the performance of this agreement.

9. **INSURANCE.** Each county shall be responsible for providing worker's compensation insurance as required by law. Neither county shall be required to provide or show proof of any other insurance coverage.
10. **ADHERENCE TO LAW.** Each county shall comply with all federal, state and local laws and ordinances applicable to this agreement.
11. **NON-DISCRIMINATION.** Each county shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
12. **ACCESS TO RECORDS.** Each county shall have access to the books, documents and other records of the other counties, which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
13. **SUBCONTRACTS AND ASSIGNMENT.** Neither county will subcontract or assign any part of this agreement without the written consent of the other counties.
14. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the counties. This Agreement may be modified or amended only by written agreement of the counties.

FOR CLACKAMAS COUNTY

Approved as to form:


By _____

County Counsel, Clackamas
County

Title _____

Date _____

FOR MULTNOMAH LIBRARY:

By 
Ginne Cooper
Director of Libraries

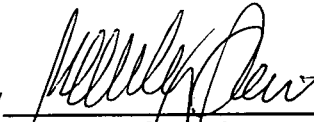
Date 8-9-99

REVIEWED:

THOMAS SPONSER,
COUNTY COUNSEL FOR
MULTNOMAH COUNTY

By 
Assistant County Counsel

FOR MULTNOMAH COUNTY

By 
Beverly Stein, County Chair

Date June 24, 1999

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

FOR WASHINGTON COUNTY

Approved as to form:

By _____

Title _____

Date _____

By _____
County Counsel
Washington County

MEETING DATE: JUN 24 1999
AGENDA NO: C-5
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of IGA with Washington County Cooperative Library Services

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

REGULAR MEETING: DATE REQUESTED: Consent Calendar
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Library DIVISION: Central Library
CONTACT: Ginnie Cooper TELEPHONE #: 85403
BLDG/ROOM #: 317

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue & Expenditure Agreement 0010729 with Washington County Cooperative Library Services (WCCLS) providing pass through Oregon State Library grant funds to WCCLS and rental space at Central Library for WCCLS staff.

424199 originals to Wes Stevens

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: *Ginnie Cooper*

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 2 11
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Ginnie Cooper *Ginnie* Director of Libraries

DATE: May 28, 1999

RE: Intergovernmental Agreement 0010729 with Washington County

1. Recommendation/Action Requested:

Request renewal of Intergovernmental Agreement 0010729 with Washington County Cooperative Library Services (WCCLS).

2. Background/Analysis:

This is an intergovernmental agreement with WCCLS. This IGA provides three annual payments to WCCLS estimated to be \$26,666 per year. These funds come from a grant from the Oregon State Library for second level reference transactions. The money is granted to Multnomah County Library and passed on to WCCLS.

This agreement also spells out the terms and conditions to rent space at the Central Library to WCCLS to use as a work location for WCCLS's library staff. WCCLS houses staff at the Central Library to better serve the needs of its patrons residing in Washington County. Under the terms of this IGA Washington County will pay Multnomah County Library \$11,500 per year for this working space.

3. Financial Impact:

Total cost of agreement from July 1, 1999 to June 30, 2002 is estimated to be \$80,000 (three annual payments of \$26,666) These funds will come from the Oregon State Library grant to Multnomah County Library for second level reference services.

This IGA will also provide revenue to Multnomah County Library from the space rental to WCCLS. The revenue received from WCCLS will total \$34,500 (paid in three annual payments of \$11,500).

4. Legal Issues:

N/A

5. Controversial Issues:

N/A

6. Link to Current County Policies:

N/A

7. Citizen Participation:

N/A

8. Other Government Participation:

Washington County Cooperative Library Services

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract #: 0010729

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

Amendment #: _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input checked="" type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-5</u> DATE <u>6/24/99</u></p> <p align="center"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Library Division: Central Library Date: 5-25-99

Originator: Ginnie Cooper Phone: 85403 Bldg/Rm: 317

Contact: Wes Stevens Phone: 85432 Bldg/Rm: 317

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>Washington County Cooperative Library Services</u>	
Address <u>PO Box 5129</u>	Remittance address _____
<u>Aloha, OR 97006</u>	(If different) _____
Phone <u>642-1544</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-6002316</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1999</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 2002</u>	<input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other
Original Contract Amount \$ <u>80,000.00</u> (for 3 years) * \$80,000 comes from grant transfer	
Total Amt of Previous Amendments \$ _____	<input type="checkbox"/> Requirements Not to Exceed \$ _____
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <u>80,000.00</u>	Encumber <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

REQUIRED SIGNATURES: Note: Agreement also is revenue at \$11,500 per year to Multnomah County.

Department Manager Ginnie Cooper DATE 6-2-99

Purchasing Manager _____ DATE _____

(Class II Contracts Only) County Counsel Mark D. Lyons DATE 6/15/99

County Chair Wes Stevens DATE June 24, 1999

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	162	080	8130			6060		LORL		\$80,000	
02	162	080	8201			2751				\$34,500	
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

This Agreement is entered into, by and between Washington County, a political subdivision of the State of Oregon, and Multnomah County.

WHEREAS ORS 190.010 authorizes the parties to enter into this Agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform.

Now, therefore, the parties agree as follows:

- 1) The effective date is: July 1, 1999, or upon final signature, whichever is later.

The expiration date is: June 30, 2002; unless otherwise amended.
- 2) The parties agree to the terms and conditions set forth in Attachment A, which is incorporated herein, and describes the responsibilities of the parties, including compensation, if any.
- 3) Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.
- 4) To the extent applicable, the provisions of ORS 279.312, 279.313, 279.314, 279.316, 279.320 and 279.334 are incorporated by this reference as though fully set forth.
- 5) Each party is an independent contractor with regard to each other party(s) and agrees that the performing party has no control over the work and the manner in which it is performed. No party is an agent or employee of any other.
- 6) No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- 7) This Agreement may be terminated, with or without cause and at any time, by a party by providing 60 (30 if not otherwise marked) days written notice of intent to the other party(s).
- 8) Modifications to this Agreement are valid only if made in writing and signed by all parties.
- 9) Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.
- 10) Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 11) Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- 12) Each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.
- 13) This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.
- 14) This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

MULTNOMAH COUNTY
 Jurisdiction
Beverly Stein,
 Multnomah County Chair
 June 24, 1999

REVIEWED:
 THOMAS SPONSLER, COUNTY COUNSEL
 FOR MULTNOMAH COUNTY
 BY Thomas Sponsler
 ASSISTANT COUNTY COUNSEL
 DATE 6/15/99

Ginnie Cooper
 Signature
GINNIE COOPER
 Printed Name

6-22-99
 Date
DIRECTOR OF LIBRARIES
 Title

Address: 205 NE ROSSELL, PORT, OR 97212

WASHINGTON COUNTY:

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-5 DATE 6/24/99
DEB BOGSTAD
 BOARD CLERK

 Signature

 Date

 Printed Name

 Title

Address:

Mail Stop #
 Hillsboro, OR

ATTACHMENT A

STATEMENT OF WORK /SCHEDULE/PAYMENT TERMS

This Agreement is entered into by and between Washington County for Washington County Cooperative Library Services (hereafter the "Cooperative") and Multnomah County for the Multnomah County Library (hereafter "Multnomah").

I. Services/Equipment to be provided by Multnomah County Library

- A. Multnomah agrees to house the Cooperative's Reference Service staff at the Central Library and to allow those staff access to Multnomah County Library's collections and facilities during regular operating hours.
- B. Multnomah agrees to provide work space, desks, chairs, access to photocopiers and telefacsimile equipment, access to Dialog and DYNA, and training as needed from subject specialists in use of the collection.
- C. Multnomah agrees to provide the following computer and network support to the Cooperative's Reference Service staff: telephone and in-person support and troubleshooting for PC hardware connected to the Multnomah network; assistance with software upgrades for those machines; support for network controlled functions such as adding or upgrading printers, fax modems, etc. or changing PC parameters; support for PC hardware installation and connection of equipment to the Multnomah network; basic telephone support for MS Office software products through Multnomah's third-party provider.

II. Services/Equipment to be provided by the Cooperative

- A. The Cooperative agrees to provide second-level reference service to the libraries of Washington County.
- B. The Cooperative agrees to provide personal computers and any other office supplies and equipment not specifically noted above. All computer and software products will comply with Multnomah recommended configurations to assure compatibility with the Multnomah network.

III. Compensation

- A. Multnomah shall pay the Cooperative all funds received from the Oregon State Library for second-level reference transactions provided to Washington County libraries the previous fiscal year. The total amount of compensation over the three years of this Agreement is not expected to exceed \$80,000. Payment shall be made within 30 days of receipt of the funds from the State Library.
- B. The Cooperative shall pay Multnomah \$11,500 each fiscal year for use of space by the Reference Service, access to the collection and computer and network support. Payment shall be made by December 31 of each year.

- C. The Cooperative shall pay Multnomah as billed for the cost of photocopies, microforms and overdue fines (at the same rate charged to other library users) which the Reference Service staff accrue on behalf of Washington County libraries during the term of this Agreement. The Cooperative also agrees to pay telephone and communication charges and Dialog or other online database search charges accrued by the Reference Service staff.

IV. Employment of Outstationed Personnel

- A. The Cooperative's Reference Service staff, outstationed at Multnomah County Library, will abide by Multnomah County Library's circulation policies and procedures.
- B. Employees of the Cooperative and Multnomah shall remain the employees of each. The Cooperative and Multnomah shall be responsible for salaries, benefits, rights and responsibilities that accrue from the employment of their own respective employees. The Cooperative and Multnomah shall each comply with ORS 657.017 for all employees.

MEETING DATE: JUN 24 1999

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplemental No. 12 to IGA 3012887 for Street Maintenance Services for the City of Wood Village

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: As soon as possible

Amount of Time Needed: CONSENT CALENDAR

DEPARTMENT: Environmental Services DIVISION: Transportation Division

CONTACT: Don Newell TELEPHONE #: x29611

BLDG/ROOM #: #455/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Supplemental No. 12 to Intergovernmental Agreement No. 3012887 for Multnomah County to provide street maintenance services for the City of Wood Village.

6/24/99 Originals to Carley Kerner

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Larry E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

AGEN.PL/12/95/DNRJ1988_MAINT_AGR..DOC

99 JUN 16 PM 1:07
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 3012887
Amendment #: 12

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 checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue </div> <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 <i>(for tracking purposes only)</i>	<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 type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <div style="margin-left: 20px;"> <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue </div> <div style="text-align: center; font-weight: bold; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS </div> <div style="margin-top: 10px;"> AGENDA # <u> C-6 </u> DATE <u> 6/24/99 </u> <div style="text-align: center; border-top: 1px solid black; margin-top: 5px;"> DEB BOGSTAD BOARD CLERK </div> </div>

Department:	Environmental Services	Division	Transportation Division	Date:	6/11/99
Originator:	Don Newell	Phone:	x29611	Bldg/Rm:	425/Yeon
Contact:	Cathey Kramer	Phone:	X22589	Bldg/Rm:	455/Yeon

Description of Contract: Supplemental Agreement (No. 12) with the City of Wood Village for Multnomah County to perform certain maintenance functions on city streets.

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	City of Wood Village	Remittance address	
Address	2055 NE 238th Drive	(If different)	
	Wood Village, OR 97060		
	Thomas Roberts		
Phone	(503) 667-6211	Payment Schedule / Terms	
Employer ID# or SS#		<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	July 1, 1999	<input checked="" type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30
Termination Date	June 30, 2000	<input type="checkbox"/> Other \$	<input type="checkbox"/> Other
Original Contract Amount \$			
Total Amt of Previous Amendments \$		<input type="checkbox"/> Requirements Not to Exceed \$	
Amount of Amendment \$	5,134		
Total Amount of Agreement \$		Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES:

Department Manager *[Signature]*

DATE 6/14/99

Purchasing Manager _____

DATE 1-1-68

(Class II Contracts Only)

... Julia

County Counsel *Matthew C. Ryan*

DATE 6/16/99

County Chair *[Signature]*

DATE June 24, 1999

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	150	030	6410			2776					
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.*

SUPPLEMENT NO. 12

to

Agreement No. 3012887 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Wood Village, a municipal corporation, hereinafter referred to as "City."

The Agreement by its terms expires on June 30, 1999.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2000, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Wood Village

Multnomah County, Oregon

By _____
Donald L. Robertson
Mayor, City of Wood Village

Beverly Stein,
Chair of the Board

By _____
Sheila M. Ritz
City Administrator

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By _____
Deputy County Counsel

DNRJ1988_AGR.DOC

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

Estimated Costs Summary of
Multnomah County's Street Maintenance Activities
For The

City of Wood Village

Fiscal Year 1999-2000

Grand Totals of FY 99-00 Items: \$5,134

Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

Labor & Equipment hours = Crew Hours

Calculated "Total Estimated Cost with Unforeseen Work" = Item's Sub-total with additional 15%

039 Street Sweeping

Routine sweeping of streets: 6 applications per year of 6 Crew Hours each

Labor/ Material	Amount	Unit Cost	Sub-Total
Crew Hours	36	\$124	\$4,464

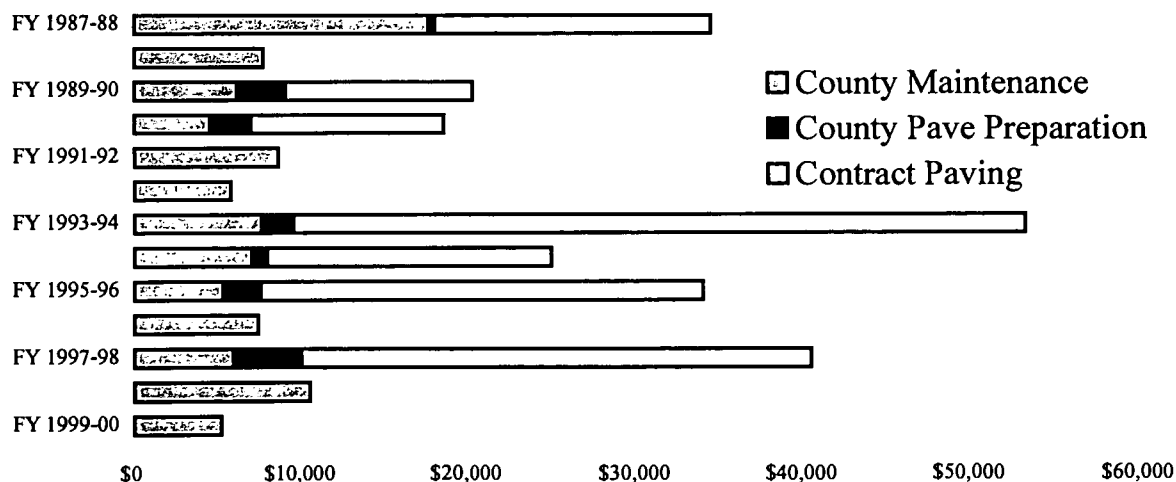
Total Estimated Cost with Unforeseen Work: \$5,134

Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.

Cost to be billed at current employee, equipment, material, and overhead charges.

Previous Years Estimates



MEETING DATE: JUN 24 1999

AGENDA NO: C-7

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Supplemental No. 12 to IGA 3013087 for Street Maintenance Services for the City of Fairview

BOARD BRIEFING

Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

As soon as possible

Amount of Time Needed: _____

CONSENT CALENDAR

DEPARTMENT: Environmental Services

DIVISION: Transportation Division

CONTACT: Don Newell

TELEPHONE #: x29611

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Approval of Supplemental No. 12 to Intergovernmental Agreement No. 3013087 for Multnomah County to provide street maintenance services for the City of Fairview.

6/24/99 ORIGINALS to Cathy Kearney

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 JUN 10 PM 1:57
CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 3013087
Amendment #: 12

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 checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" 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 type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-7 DATE 6/24/99 DEB BOGSTAD BOARD CLERK </div>

Department: <u>Environmental Services</u>	Division: <u>Transportation Division</u>	Date: <u>6/11/99</u>
Originator: <u>Don Newell</u>	Phone: <u>x29611</u>	Bldg/Rm: <u>425/Yeon</u>
Contact: <u>Cathy Kramer</u>	Phone: <u>X22589</u>	Bldg/Rm: <u>455/Yeon</u>

Description of Contract: Supplemental Agreement (No. 12) with the City of Fairview for Multnomah County to perform certain maintenance functions on city streets

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 Fairview</u> Address <u>300 Harrison Street</u> <u>Fairview, OR 97024-0337</u> <u>Jeffrey Sarvis</u> Phone <u>(503) 665-7929</u> Employer ID# or SS# _____ Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ _____ Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ <u>15,594</u> Total Amount of Agreement \$ _____	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>as work performed</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

REQUIRED SIGNATURES:

Department Manager *Lois E. K. Nicholas*

Purchasing Manager _____

(Class II Contracts Only)

County Counsel *Jeffrey Sarvis*

County Chair _____

Sheriff _____

Contract Administration _____

(Class I, Class II Contracts only)

DATE 6/11/99

DATE _____

DATE 6/16/99

DATE June 24, 1999

DATE _____

DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	150	030	6410			2788					
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.

SUPPLEMENT NO. 12

to

Agreement No. 3013087 dated July 1, 1987, the "Agreement" herein, between Multnomah County, a Home Rule Political Subdivision of the State of Oregon, hereinafter referred to as "County," and City of Fairview, a municipal corporation, hereinafter referred to as "City."

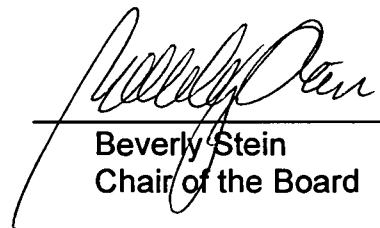
The Agreement by its terms expires on June 30, 1999.

It is hereby agreed that the term thereof shall be and hereby is extended to and including June 30, 2000, and that all other terms and conditions of the original agreement thereof shall remain in full force and effect during the extended term.

City of Fairview

Multnomah County, Oregon

By _____
Roger Vonderharr, Mayor


Beverly Stein
Chair of the Board

By _____
Marilyn Holstrom, City Administrator

REVIEWED:

THOMAS SPONSLER, County Counsel
for Multnomah County, Oregon

By 
Deputy County Counsel

DNRJ1988_AGR.DOC

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

Estimated Costs Summary of
Multnomah County's Street Maintenance Activities
For The

City of Fairview

Fiscal Year 1999-2000

Grand Totals of FY 99-00 Items:	\$15,594
---------------------------------	-----------------

Estimate costs for all items or activities includes mobilization, travel time and unforeseen work.

(Labor x Overhead) + Equipment hours = Crew Hours

Calculated "Total Estimated Cost with Unforeseen Work" = Item's Sub-total with additional 15%

039 Street Sweeping

Routine sweeping of streets: 6 applications per year of 12 Crew Hours each

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	72	\$124	\$8,928

<i>Total Estimated Cost with Unforeseen Work:</i>	\$10,267
---	-----------------

046 Grinding & Patching

4th & Main, Ceader St.

<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours	8	\$473	\$3,784
Asphalt Concrete (tons)	20	\$22	\$440
		<i>sub-total</i>	\$4,224

<i>Total Estimated Cost with Unforeseen Work:</i>	\$4,858
---	----------------

110 Mowing

Roadside mowing and brushing of various city roads and streets twice a year

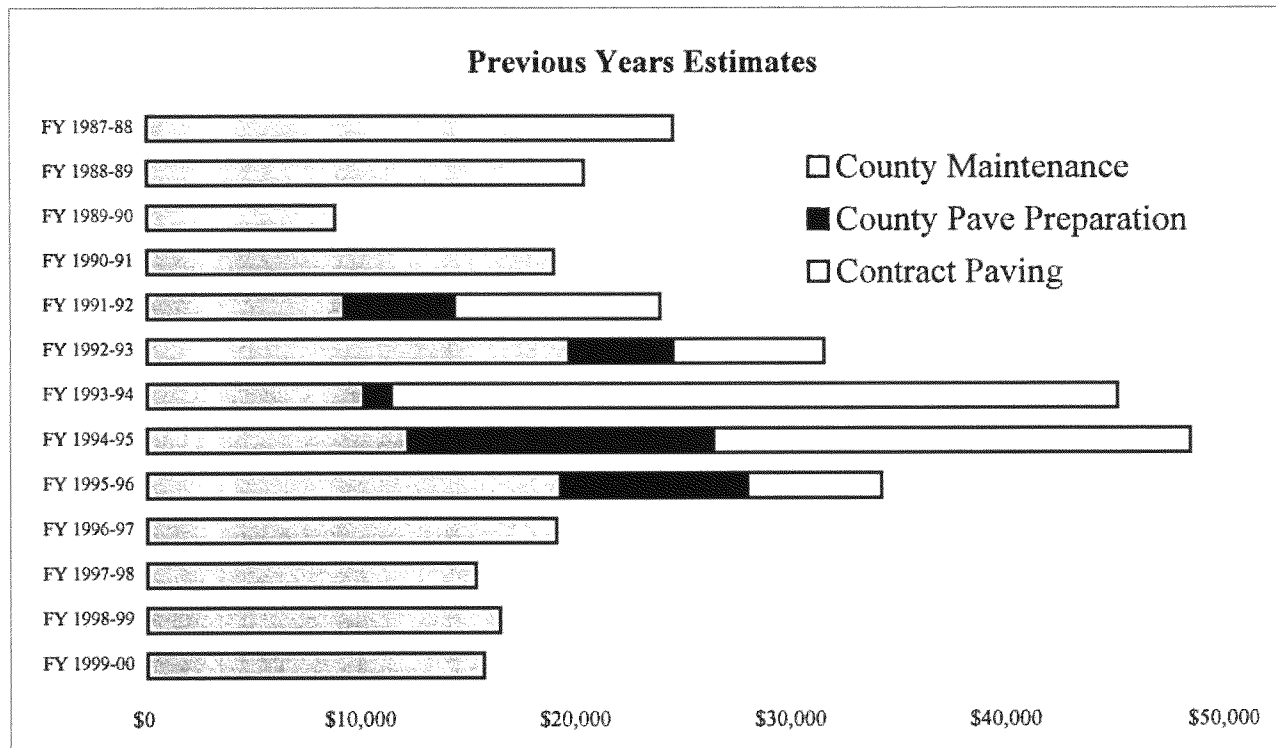
<i>Labor/ Material</i>	<i>Amount</i>	<i>Unit Cost</i>	<i>Sub-Total</i>
Crew Hours (wo/ flaggers)	8	\$51	\$408

<i>Total Estimated Cost with Unforeseen Work:</i>	\$469
---	--------------

Emergency and Unforeseen Work

For emergency and unforeseen work as required by and agreed to by the City and the County.

Cost to be billed at current employee, equipment, material, and overhead charges.



MEETING DATE: JUN 24 1999
AGENDA NO: C-8
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) to provide Highway Bridge Repair and Replacement (HBRR) funds for Hawthorne Bridge East Ramps Bent Cap Repairs

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

REGULAR MEETING: DATE REQUESTED: Consent Calendar
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Stan Ghezzi TELEPHONE #: (503) 248-3757 ext. 225
BLDG/ROOM #: 446/Bridges

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) for Hawthorne Bridge East Ramps Bent Cap Repairs

6/24/99 ORIGINALS TO CATHERY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Ray D. Nicholson

CLERK OF
COUNTY COMMISSIONERS
99 JUN 10 PM 2:20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



OFFICE MEMORANDUM
DEPARTMENT OF ENVIRONMENTAL SERVICES
Transportation Division - Bridge Section

TO: Larry Nicholas
Harold Lasley
Stan Ghezzi

FROM: John Lindenthal

SUBJECT: Hawthorne Bridge East Ramp Bent Cap
ODOT Intergovernmental Agreement

DATE: June 14, 1999

Find attached the County Board Agenda Placement form, Contract Approval Form and the Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) to provide Highway Bridge Repair and Replacement (HBRR) funds for the Hawthorne Bridge East Ramp Bent Cap Repairs.

ODOT has notified Multnomah County that the bent caps on the Hawthorne Bridge east ramps and Morrison Bridge east ramps are substandard and require posting or repairs. We are required to complete repairs prior to May 27, ~~1999~~²⁰⁰⁰ in order to prevent posting the bridges for load restrictions below legal loads.

The IGA for the Morrison Bridge East ramp bent caps is being reviewed by ODOT at this time and should be sent to us within the next week.

Please initial, or sign as appropriate, this IGA for approval as soon as possible. This project is on a fast track schedule. We are attempting to make the board consent calendar on June 24, 1999.

Please call John Lindenthal @ 248-3757 ext. 246 when the IGA is ready to be forwarded to the next signatory.

If there are any questions, please notify us immediately.

Thank you, in advance, for the expeditious processing of this IGA.

cc: Ed Wortman/Ian Cannon
SMG/Bridge File/Vance File





Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Region 1
123 NW Flanders
Portland, OR 97209-4037
(503) 731-8200
FAX (503) 731-8259

June 4, 1999

FILE CODE:

Ian Cannon, Bridge Section
Multnomah County
1403 SE Water Avenue, Bldg. 446
Portland, OR 97214

SUBJECT: PROPOSED HBRR PROJECT
Hawthorne Bridge Ramps

Attached are four bound copies and one unbound copy of the proposed agreements for the subject projects. Please review with your staff and with other affected personnel and if satisfactory, secure the necessary signatures and return the bound, signed copies to me at this office. The unbound copy may be retained for your reference.

Two fully executed copies of the agreement will be sent to you for your files following final action by the Department of Transportation.

If you have any questions, please call me at 293-3640 or 731-8276.

Debbie J. Burgess
Local Programs Specialist

Attachments - (Agreement No. 16,922)

c: Fran Neavoll
File 97-64



MULTNOMAH COUNTY CONTRACT APPROVAL FORM{PRIVATE }

(See Administrative Procedure CON-1)

Renewal ☐

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

Contract #: 9910797

Amendment #:

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only) <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	<input type="checkbox"/> Professional Services that exceed \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceed \$50,000 <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-8 DATE 6/24/99 DEC 1 1999 BOARD CLERK </div>

Department: Environmental Services

Division: Transportation

Date: 06/14/99

Originator: Stan Ghezzi

Phone: 248-3757 ext. 225

Bldg/Rm: 446/Bridges

Contact: Cathey Kramer

Phone: 248-5050 x22589

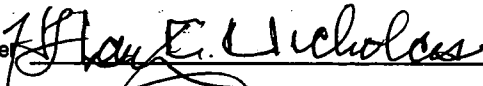
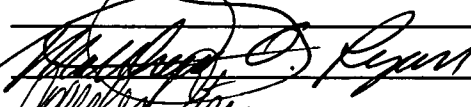
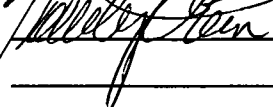
Bldg/Rm: 425/Trans

Description of Contract : Oregon Department of Transportation (ODOT) Intergovernmental Agreement (IGA) for the Hawthorne Bridge East Ramps project.

RFF/BID: N/A RFP/BID DATE: N/A EXEMPTION NUMBER/DATE: N/A
 ORIGINAL CONTRACT NO. (only for original renewals) EXEMPTION EXPIRATION DATE: N/A
 ORS/AR # Contractor is: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE Check all boxes that apply

<p>Contractor Name Oregon Department of Transportation (ODOT)</p> <p>Mailing Address ODOT - Region 1 123 NW Flanders Portland, OR 97209-4037</p> <p>Phone (503) 731-8288</p> <p>Employer ID# or SS#</p> <p>Effective Date Upon approval</p> <p>Termination Date Upon Project Completion</p> <p>Original Contract Amount \$ \$500,000</p> <p>Total Amt of Previous Amendments \$ N/A</p> <p>Amount of Amendment \$ N/A</p> <p>Total Amount of Agreement \$ \$500,000</p>	<p>Remittance address (If different)</p> <p>Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements Not to Exceed \$</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	--

REQUIRED SIGNATURES

Department Manager 	DATE 6/15/99
Purchasing Manager	DATE
(Class II Contracts Only)	DATE 6/15/99
County Counsel 	DATE June 24, 1999
County Chair 	DATE
Sheriff	DATE
Contract Administration	DATE
(Class I, Class II Contracts only)	

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT \$			
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJECT/ REVENUE	SUB OBJ	RECPT CAT	LGFS DESCRIP	AMOUNT	INC DEC
01	161	030	6720								
02											
03											

DISTRIBUTION: Original - Contract Administration, Initiator, Accounts Payable If additional space is needed, attach separate page. Write contract # on top of page.

LOCAL AGENCY AGREEMENT
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT
Hawthorne Bridge East Ramps (#2757A & # 2757B)
PHASE 1

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "Agency".

RECITALS

1. The Hawthorne Bridge is a part of the County Road System under the jurisdiction and control of Multnomah County.
2. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with the counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency plan and propose a three phase program for rehabilitating the Hawthorne Bridge East Ramps, (Bridge # 2757A & 2757B). Phase 1 (this agreement) will be the retrofit of the column bent caps, hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

Phase 2 will grind and repair decks and overlay surface and repair expansion joints and defective bearings and; Phase 3 will perform superstructure seismic retrofit on approach spans. Phase 2 and 3 will be covered under separate agreement.

2. Phase 1 of the project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR), under Title 23, United States Code, and the Oregon Action Plan. The total cost for Phase 1 is estimated at \$500,000. The HBRR funds (large bridge category) will be used for all work associated with Phase 1 of the project.

M C & A No. 16,922
MULTNOMAH COUNTY

State shall provide one-half the match required for the federal funds, based on the maximum allowable federal fund prorata. Agency shall be responsible for all costs in excess of the combined available federal funds and State match. The estimate for the total project costs of Phase 1 is subject to change.

3. The term of this agreement shall begin on the date all required signatures are obtained and shall terminate when Phase 1 of the project is complete.

4. This agreement may be terminated by mutual written consent of both parties.

State may terminate this agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

b. If Agency 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 State fails to correct such failures within 10 days or such longer period as State may authorize.

c. If Agency fails to provide payment of its share of the cost of the project.

d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.

e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

5. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in

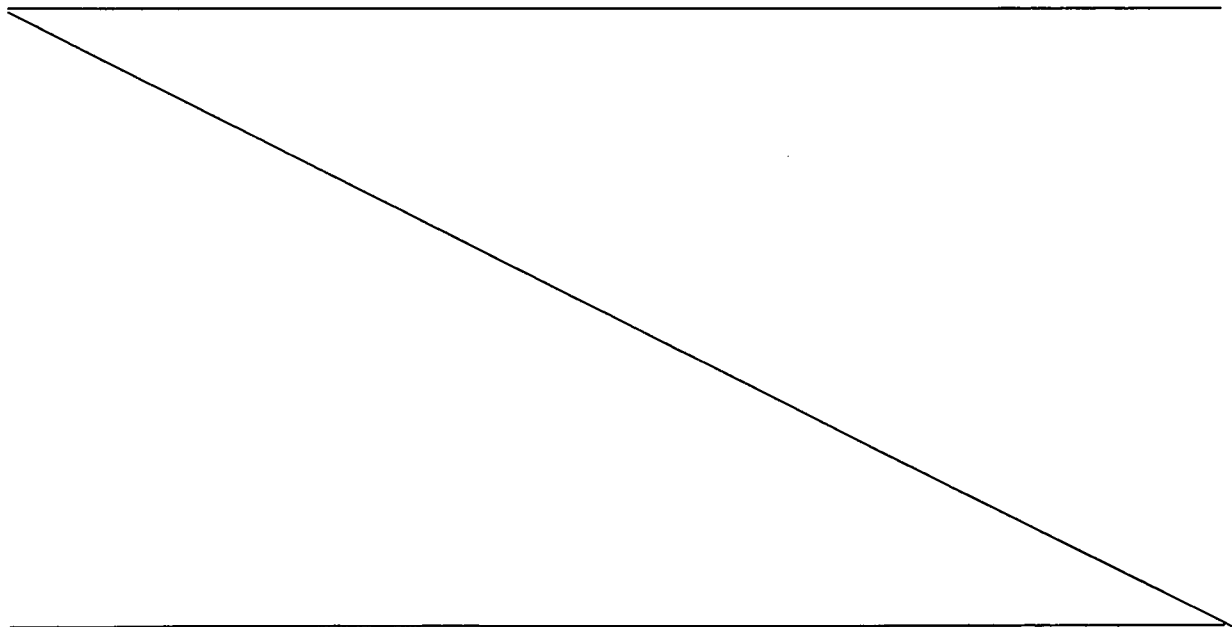
M C & A No. 16,922
MULTNOMAH COUNTY

Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

6. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires the State to return funds to FHWA, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, 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 to the amount received under this agreement.

7. Agency shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.

8. This agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.



IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission on October 15, 1997, approved this project as a part of the 1998-2001 Statewide Transportation Improvement Program, Page 5, Key No. 09402.

The Oregon Transportation Commission on March 18, 1999, approved Subdelegation Order No. 2 in which the Director grants authority to the Executive Deputy Director to approve and execute agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program.

APPROVAL RECOMMENDED

By _____
Region 1 Manager

STATE OF OREGON, by and through
its Department of Transportation

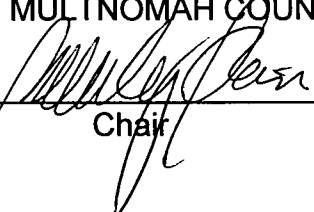
By _____
Executive Deputy Director

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By  _____
Chair

APPROVED AS TO
LEGAL SUFFICIENCY

By  _____
County Counsel

Date 6/15/99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

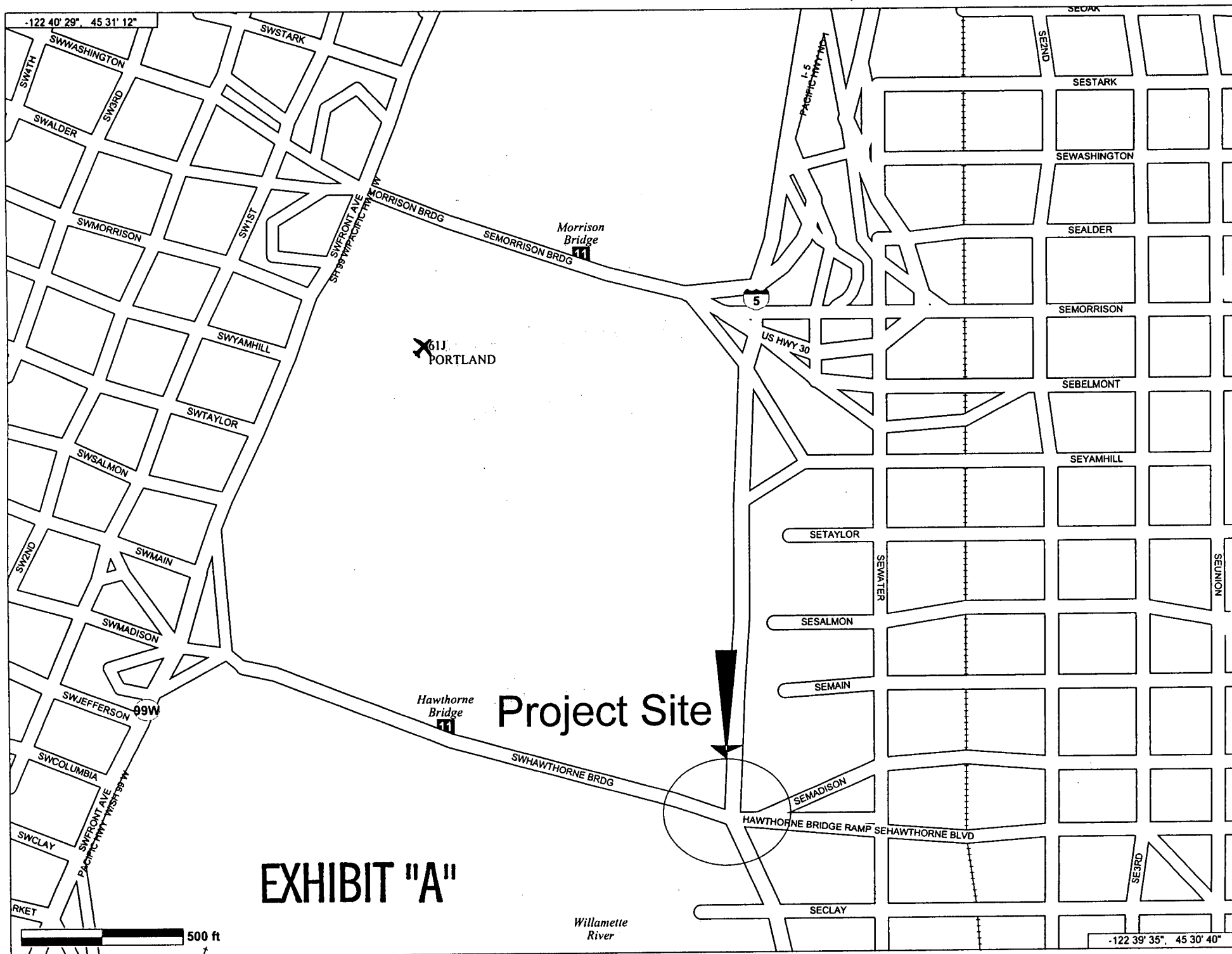


EXHIBIT "A"

ATTACHMENT NO. 1

SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, acquire all right of way or easements, if any, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Agency shall design the project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.
3. Agency shall, upon State's award of construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract.
4. State may make available Region 1's On-Call PE, Design and Construction Engineering Services consultant for Local Agency Projects upon written request. If Agency chooses to use said services they agree to manage the work done by the consultant and make funds available to the State for payment of those services. All eligible work shall be a federally participating cost and included as part of the total cost of the project.
5. Subject to the limitations and conditions of, and to the extent permitted by, the Oregon Constitution and the Oregon Tort Claims Act (Ors 30.260 et seq.), the Agency and State each shall be solely responsible for any loss or injury caused to third parties arising from Agency's or State's own acts or omissions under the agreement; and Agency or State shall defend, hold harmless, and indemnify the other party to this agreement with respect to any claim, litigation, or liability arising from Agency's or State's own acts or omissions under this agreement.

ATTACHMENT NO. 2

STANDARD PROVISIONS

JOINT OBLIGATIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting for FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.
4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.
6. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
7. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

8. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

FINANCE

9. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the project expenditure account(s) and will be included in the total cost of the project.

PROJECT ACTIVITIES

10. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
11. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
12. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
13. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.
14. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT-OF-WAY

15. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.
16. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.
17. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
18. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
19. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
20. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.

AGENCY OBLIGATIONS

FINANCE

21. Agency shall, prior to the commencement of the preliminary engineering, utility, right-of-way acquisition and miscellaneous phases, deposit with State its estimated share of each phase upon receipt of a written request from State.

22. Agency's share of construction shall be deposited in two parts. The initial deposit shall represent 65 percent of the Agency's share, based on the engineer's estimate and shall be requested three weeks prior to opening bids on the project. The contract will not be awarded until the deposit is received. Upon award of the contract, the balance of the Agency's share shall be requested and deposited with the State in a timely manner.
23. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to ODOT's Financial Services Branch), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of the State. The deposit may also be in the form of cash.
24. Deposits may be applied to any phase of the project under the same agreement.
25. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.
26. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.
27. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).
28. If Agency should cause the project to be canceled or terminated for any reason prior to its completion, Agency agrees to reimburse State within three months of billing for any costs that have been incurred by State on behalf of the project.
29. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;

b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.

c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).

30. The agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.
31. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

32. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

UTILITIES

33. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and other such facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations, which are eligible for federal aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than 21 weeks prior to bid let date. However, the State is under no obligation to agree to perform said duties.
34. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate Region Utility Specialist or ODOT Right of Way Section's Railroad and Utility Coordinator.

STANDARDS

35. Design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
36. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
37. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
38. All plans and specifications shall be developed in general conformance with the current "Contract Road Plans Guide" and the current "Guideline to Region/Consultants/Local Agency for the Preparation of Highway Contract Specifications".
39. The standard unit of measurement for all aspects of the project will be System International (SI) Units (metric). This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

40. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
41. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
42. Agency, if a City, by execution of agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the agreement.

CONTRACTOR CLAIMS

43. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

44. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

WORKERS' COMPENSATION COVERAGE

45. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

LOBBYING RESTRICTIONS

46. Agency certifies by signing the agreement 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 Federal 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 Federal 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients 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, US 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.

Paragraphs 33, 34, and 44 are not applicable to any local agency on state highway projects.

MEETING DATE: JUN 24 1999

AGENDA NO: C-9

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT. Amendment to the State of Oregon, Mental Health and Developmental Disabilities Services Division, Revenue Agreement extending that agreement from July 1, 1999 through August 31, 1999.

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

CONTACT: Lorenzo Poe/Floyd Martinez

DIVISION: Behavioral Health

BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment to the State Mental Health and Developmental Disability Services Division Revenue Contract

SIGNATURES REQUIRED:

6/24/99 ORIGINALS to PATTY DOYLE

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

69 JUN 16 PM 3:17
CLERK
COUNTY COMMISSIONER
COUNTY OF CLATSOP



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379 TDD (503) 248-3598

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: June 11, 1999

SUBJECT: FY 1997-99 Amendment to Intergovernmental Revenue Agreement with State Mental Health Division

I. Recommendation/Action Requested: The Department of Community and Family Services recommends County Commissioner approval of the attached amendment to the intergovernmental revenue agreement, with the State Mental Health Division. The amendment becomes effective when signed by the authorized county representatives, and expires August 31, 1999.

II. Background/Analysis: This amendment is to extend the existing agreement for a two month period beginning July 1, 1999 through August 31, 1999. This extension allows additional time to process changes agreed upon between County and Division for services provided through June 30, 1999. It allows the State to continue to issue and accept County approval of the following documents through August 31, 1999:

1. Plan/Amendment Approval Forms (PAAFs); and
2. Amendments to increase limitation to accommodate additional PAAFs, if needed.

There have been many 1997-99 changes that remain to be processed by the State Division. They do not anticipate all the requested actions for 1997-99 can be incorporated into the Agreement and PAAFs by June 30, 1999.

III. Fiscal Impact: This amendment has no fiscal impact.

IV. Legal Issues: This amendment must be approved/disapproved by the County before July 1, 1999.

V. Controversial Issues: None

VI. Link to current County Policies: This agreement provides for needed mental health, alcohol and drug, and developmental disabilities services for eligible citizens in Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Governmental Participation: N/A

f:\admin\ceu\contract.99\smhdmm6.rtf

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 101618

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

Amendment #: 6

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 type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-9 DATE 6/24/99 DEB BOGSTAD BOARD CLERK</p>

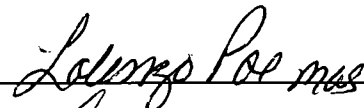
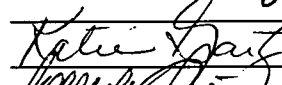
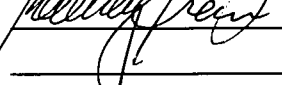
Department:	Community and Family Services	Division:	Behavioral Health	Date:	June 11, 1999
Originator:	Donald Acker	Phone:	X 26461	Bldg/Rm:	166/4
Contact:	Patty Doyle	Phone:	X 24418	Bldg/Rm:	166/7

Description of Contract **Amendment to Intergovernmental Agreement extending contract from July 1, 1999 through August 31, 1999.**

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

Contractor	State Mental Health Division	
Address	2575 Bittern St. NE Salem, OR 97310-0520	
Phone	(503) 945-9499	FAX 378-3796
Employer ID# or SS#	N/A	
Effective Date	July 1, 1999	
Termination Date	August 31, 1999	
Original Contract Amount \$	124,386,733	
Total Amt of Previous Amendments \$	20,138,531	
Amount of Amendment \$	0	
Total Amount of Agreement \$	144,525,264	
Remittance Address	(If different)	
Payment Schedule / Terms	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ Invoice <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <input type="checkbox"/> Other	
Requirements \$		
Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES

Department Manager		DATE	6/11/99
Purchasing Manager		DATE	
County Counsel		DATE	6/14/99
County Chair		DATE	6/24/99
Sheriff		DATE	
Contract Administration		DATE	

LGFS VENDOR CODE GV7856						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											



Oregon

John A. Kitzhaber, M.D., Governor

Department of Human Resources

Mental Health and Developmental

Disability Services Division

2575 Bittern Street NE

Salem OR 97310-0520

(503) 945-9499

FAX 378-3796

TTY 945-9836

June 8, 1999

The Honorable Beverly Stein, Chairperson
Board of County Commissioners
Multnomah County Courthouse
Portland, OR 97204

RECEIVED
JUN 10 1999

1997-99 INTERGOVERNMENTAL AGREEMENT

#26-001

AMENDMENT #35

DEPT. OF COMM &
FAM. SVCS./BUDGET

NECESSARY ACTION:

COUNTY ACCEPTANCE OR REJECTION BY JUNE 30, 1999

Dear Commissioner Stein:

Please find enclosed an amendment to the 1997-99 Intergovernmental Agreement. This amendment extends only the term of the Agreement for two (2) months through August 31, 1999. The extension allows additional time for us to process changes agreed upon between County and Division for services provided through June 30, 1999.

The amendment enables us to continue to issue and accept County approval of the following documents through August 31, 1999, to reflect changes in services and funding for the 1997-99 biennium, up and including June 30, 1999:

1. Plan/Amendment Approval Forms (PAAFs); and
2. Amendments to increase limitation to accommodate additional, if needed.

This amendment does not provide for payment of any services for the new 1999-2001 biennium beginning July 1, 1999. Transactions under this Agreement are strictly limited to funding services delivered through June 30, 1999. New services delivered on or after July 1, 1999, must be delivered under the new 1999-2001 Financial Assistance Grant Agreement to be executed between the Division and County.

This extension is necessary because of the large volume of 1997-99 changes that remain to be processed by the Division. We do not expect all of the requested actions for 1997-99 can be incorporated into the Agreement and PAAFs by June 30, 1999.

This action is an amendment to the 1997-99 Intergovernmental Agreement and requires the County's approval/disapproval **before July 1, 1999** as described in Part II, Section I, Subsection E. of the Agreement.

If you have questions about this amendment, please contact Sheri Gaines at (503) 945-9457 or me at (503) 945-2450.

Sincerely,


Maynard E. Hammer
Assistant Administrator
Office of Finance

RECEIVED
JUN 10 1999

DEPT. OF COMM &
FAM. SVCS./BUDGET

1997-99
 MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
 INTERGOVERNMENTAL AGREEMENT
 FINANCIAL DETAIL

CONTRACT #: 26-001 CONTRACTOR: MULTNOMAH COUNTY
 AMENDMENT#: 035

DIVISION	PRIOR CONTRACTED AMOUNT	CONTRACT CHANGE	NEW CONTRACTED AMOUNT
LOCAL ADMINISTRATION	3,217,886.00	\$0.00	3,217,886.00
MENTAL HEALTH SERVICES	40,120,953.00	\$0.00	40,120,953.00
DEVELOPMENTAL DISABILITY	81,355,967.00	\$0.00	81,355,967.00
ALCOHOL AND DRUG SERVICES	20,328,311.00	\$0.00	20,328,311.00
CONTRACT TOTAL	<u>145023117.00</u>	<u>\$0.00</u>	<u>145023117.00</u>

PURPOSE OF AMENDMENT:

This amendment extends the term of the 1997-99 Intergovernmental Agreement through August 31, 1999, to allow additional time for DIVISION to process changes agreed upon between COUNTY and DIVISION, and to incorporate the changes into the Agreement for services provided through June 30, 1999. DIVISION will continue to issue and accept COUNTY approval of the following types of documents, as needed, through August 31, 1999, to reflect changes in services and funding for the 1997-99 biennium, up to and including June 30, 1999: 1) Plan/Amendment Approval Forms (PAAFs); and 2) amendments to increase limitation to accommodate additional PAAFs, if needed.

This amendment does not provide for payment for any services for the new 1999-2001 biennium beginning July 1, 1999. Transactions under this amendment would be strictly limited to funding for services delivered through June 30, 1999. New business for services delivered on or after July 1, 1999, must be conducted under a separate agreement to be executed between DIVISION and COUNTY.

1997-99
INTERGOVERNMENTAL AGREEMENT
PART I
AGREEMENT FINANCIAL SUMMARY,
SPECIAL CONDITIONS AND SIGNATURES
AMENDMENT # 035

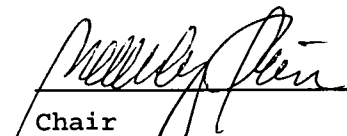
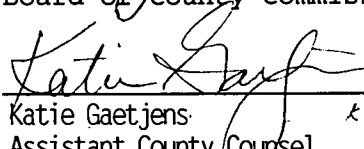
DATE ISSUED: 06/01/99
AGREEMENT NUMBER: 26-001
AGREEMENT PERIOD: JULY 1, 1997 THROUGH JUNE 30, 1999
LOCAL GOVERNMENT UNIT: MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
426 SW STARK ST, RM 160, 6TH FL
PORTLAND , OR 97204

AGREEMENT LIMITATION:

LOCAL ADMINISTRATION:	\$3,217,886.00
MENTAL HEALTH SERVICES:	\$40,120,953.00
DEVELOPMENTAL DISABILITY SERVICES:	\$81,355,967.00
ALCOHOL AND DRUG SERVICES:	\$20,328,311.00

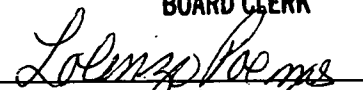
AGREEMENT TOTAL: \$145,023,117.00

These limitation amounts may be paid based on authorization in Plan/Amendment Approval Forms (PAAF) signed by the designated county employee listed below and the Division Contract Officer.

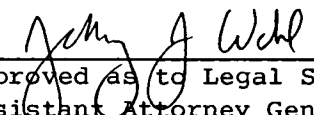
 Chair Board of County Commissioners	<u>6/24/99</u> Date	MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION:
 Katie Gaetjens Assistant County Counsel	<u>6/14/99</u> Date	Division Contract Officer

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

Date


CMHP Director or other
Designated County Employee

6/11/99
Date


Approved as to Legal Sufficiency
Assistant Attorney General

Printed Name

6/7/99
Date

Title

MEETING DATE: JUN 24 1999

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of \$243,229 Intergovernmental Agreement with Oregon Health Science University to purchase children and adult outpatient mental health services.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: Consent

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Bill Thomas TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Agreement with Oregon Health Science University to purchase children and adult outpatient mental health services.

6/24/99 originals to Lynn Ervin

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

99 JUN 10 PM 12:33
CLERK OF
COUNTY COMMISSIONERS
POLK COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: June 8, 1999

SUBJECT: FY 99-2000 Biennial Intergovernmental Agreement with Oregon Health Sciences University

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioners approval of the attached contract with Oregon Health Sciences University for the period July 1, 1999 through September 30, 2000.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with qualified agencies for general outpatient child, adolescent and adult mental health services for members of Multnomah County's Mental Health Organization, CAAPCare, as well as members of The Children's Mental Health Partnership, and CAAPCare Plus.
- III. **Financial Impact:** The funding for fiscal year 99/00 is \$194,584 and for FY 00/01 the funding amount through September 30, 2000 is \$48,645 .
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** This contract is linked to the Benchmark concerning access to mental health services and public safety.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** This contract is with OHSU, another public agency and formerly a branch of the State of Oregon.

F:\ADMIN\CEU\9900\CONTOHSREVME.DOC

[illegible]

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Page 1 of 1
 6/3/99

Vendor Code : CAAP122

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010049

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
56	395	010	1664	C11X	6060	9323X <input type="text"/>	CMH SMHD Childrens Outpatient Services	Requirements		Requirements	\$15,765.00
58	395	010	1664	C11X	6060	9699X <input type="text"/>	Partnership Blended Funding Childrens Outpatient Services	Requirements		Requirements	\$44,065.00
60	395	010	1664	K22P	6060	9301X <input type="text"/>	XIX Payment (OMAP) Adults & Children Outpatient Services	Requirements		Requirements	\$100,000.00
55	395	010	1664	M20X	6060	9001X <input type="text"/>	AMH SMHD Adult Outpatient Services	Requirements		Requirements	\$34,754.00
						93.959					
TOTAL								\$0.00	\$0.00	\$0.00	\$194,584.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY
 Vendor Code : CAAP122

Page 1 of 1
 6/3/99

Fiscal Year : 00/01

Numeric Amendment : 00

Contract Number : 0010100

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	395	010	1664	C11X	6060	9323X <input type="text"/>	CMH SMHD Childrens Outpatient Services	Requirements		Requirements	\$3,941.00
53	395	010	1664	C11X	6060	9699X <input type="text"/>	Partnership Blended Funding Childrens Outpatient Services	Requirements		Requirements	\$11,016.00
55	395	010	1664	K22P	6060	9301X <input type="text"/>	XIX Payment (OMAP) Adults & Children Outpatient Services	Requirements		Requirements	\$25,000.00
56	395	010	1664	M20X	6060	9001X 93.959	AMH SMHD Adult Outpatient Services	Requirements		Requirements	\$8,688.00
TOTAL								\$0.00	\$0.00	\$0.00	\$48,645.00

PROCUREMENT REPORT

1 of 1
06/03/99

Contractor Name : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Vendor Code: CAAP122

Procurement : R952-62-0313

Part : 10

Issue Date : 10/01/97

First Contract : 11/01/97

Expiration Date : 12/31/02

Mod. #	Begin Date	End Date	Svc Element	Original Amount	Amendment Amount	Final Amount	Requirements Estimate
0	07/01/99	06/30/00	C11X Childrens Outpatient Services	Requirements		Requirements	\$15,765.00
0	07/01/99	06/30/00	C11X Childrens Outpatient Services	Requirements		Requirements	\$44,065.00
0	07/01/99	06/30/00	K22P Adults & Children Outpatient Services	Requirements		Requirements	\$100,000.00
0	07/01/99	06/30/00	M20X Adult Outpatient Services	Requirements		Requirements	\$34,754.00

PROCUREMENT REPORT

1 of 1
06/04/99

Contractor Name : **OHSU OREGON HEALTH SCIENCES UNIVERSITY**

Vendor Code: **CAAP122**

Procurement : R952-62-0313 Part : 10 Issue Date : 10/01/97 First Contract : 11/01/97 Expiration Date : 12/31/02

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Svc Element</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Final Amount</u>	<u>Requirements Estimate</u>
0	07/01/00	09/30/00	C11X Childrens Outpatient Services	Requirements		Requirements	\$3,941.00
0	07/01/00	09/30/00	C11X Childrens Outpatient Services	Requirements		Requirements	\$11,016.00
0	07/01/00	09/30/00	K22P Adults & Children Outpatient Services	Requirements		Requirements	\$25,000.00
0	07/01/00	09/30/00	M20X Adult Outpatient Services	Requirements		Requirements	\$8,688.00



MULTNOMAH COUNTY

Department of Community and Family Services

CAAPCare
AGENCY
SERVICE AGREEMENT

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AGENCY Provider Agreement

I. Preamble

This agreement is entered into between Multnomah County Department of Community and Family Services, 421 SW Sixth Avenue, Portland, OR 97204, hereinafter referred to as COUNTY, and Oregon Health Science University, with an office at 3181 Sam Jackson Park Road, Portland, OR 97201 and at other sites as indicated as Exhibit 1 attached hereto. The term CONTRACTOR as used herein shall refer collectively to all such contractor and subcontractor sites.

If CONTRACTOR intends to perform all or part of its obligations under this Agreement through a series of subcontracts with qualified providers, all subcontractors are subject to the prior written approval of COUNTY: provided, however, that CONTRACTOR reserves the right to enforce or terminate any subcontract for whatever reason.

II. Agreement Documents

This Agreement includes this document and:

Attachment A - Service Elements and Contract Amounts (FY99/00)	1 Page
Attachment A - Service Elements and Contract Amounts (FY00/01)	1 Page
Attachment B - Payment Mechanism	Pages 1 - 2
Exhibit 1 - List of Approved Subcontractors	1 Page
Exhibit 2 - Insurance Requirements	1 Page
Exhibit 3 - Certification Statement for Corporation or Independent Contractor	1 Page
Exhibit 4 - Criminal History Records Check	1 Page

This document and all referenced attachments constitute the entirety of the Agreement.

III. Recitals

COUNTY, pursuant to a contract with the State of Oregon, under the Oregon Health Plan (OHP), and contracts with other funding sources, is engaged in the business of arranging for the provision of mental health treatment services to Members, and wishes to create a CONTRACTOR service system to provide such mental health services.

CONTRACTOR is a mental health care provider or facility, licensed and/or credentialed as defined in the Provider Manual to provide certain mental health services and wishes to join COUNTY'S service system to receive referrals from COUNTY;

CONTRACTOR, and any subcontractors, have qualified independently through COUNTY to provide services for COUNTY under this Agreement. CONTRACTOR agrees that any new sub-CONTRACTOR agencies will have qualified through appropriate COUNTY and State process to provide services prior to establishing subcontracting relationship.

IV. Definitions

Key terms, abbreviations and definitions used in this agreement.

“Agreement” – Refers to the entirety of this contract, including any contract attachments, and the Provider Manual.

“CAAPCare” – Multnomah County Child, Adolescent, and Adult Plan: An MHO in Multnomah County coordinating the mental health benefits for those members of the OHP who are enrolled in CAAPCare under a contract with the State of Oregon

“Capitation” - A payment model which is based on prospective payment for services, irrespective of the actual amount of services provided, generally calculated on a per member per month basis.

“Contractor” – Refers to the provider, agency, individual or facility, and their subcontractors, engaged in this Agreement with Multnomah County.

“Covered Services” – Those services included in the payment paid to the CONTRACTOR under this Agreement for the provision of Medically Appropriate services to Members. Covered Services may be replaced by or expanded to include Flexible Services and Flexible Service Approaches identified and agreed to by CAAPCare, the Member, and, as appropriate, the family of the Member as being an efficacious alternative. Covered services are limited in accordance with OAR 410-141-0500, Excluded services and Limitations for OHP Clients.

“Critical Incident” - An incident as a result of CONTRACTOR staff action or inaction that punishes, endangers, or otherwise might harm a member of CAAPCare or an individual served under CAAPCare Plus, the Children's Mental Health Partnership, or other associated funding stream covered by a managed care contract from the Multnomah County Behavioral Health Division.

“Local Mental Health Authority” - The Board of County Commissioners, operating the COUNTY'S Community Mental Health Program through the Department of Community and Family Services Behavioral Health Division.

“Member” - An individual enrolled in one of the following: a) Multnomah CAAPCare (a Mental Health Organization operating as part of the Oregon Health Plan), b) CAAPCare Plus (a managed care mental health program for indigent or medically indigent individuals needing mental health services), c) the Children's Mental Health Partnership (a managed care mental health program using funds from Multnomah County and partner organizations to serve children and families needing intensive services and care coordination), or d) any similar programs administered through the Department of Community and Family Services Behavioral Health Division Managed Care Programs.

“Medically Appropriate” – Services and supplies, which are required for prevention (including relapse), diagnosis, or treatment of mental disorders and which are appropriate and consistent with the diagnosis. These services and supplies must be appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective.

“MHO” – Mental Health Organization

“MHO Agreement” - The current applicable version of the Oregon Health Plan Mental Health Organization Agreement, a contract between the State of Oregon acting by and through its Department

of Human Resources (DHR), Mental Health and Developmental Disability Services Division, and Multnomah County, including all subsequent amendments thereto.

“Network” – Two or more legally constituted organizations bound together by an overarching legal instrument for purposes of operating as a single entity and where such legally constituted entity can contract on behalf of and otherwise represent all its members.

“OAR” – Oregon Administrative Rules

“OHP” – Oregon Health Plan

“OMAP” - Office of Medical Assistance Programs: The State agency that coordinates the Medical Assistance Programs funded through Title XIX, and which reimburses providers for services provided to Title XIX eligible individuals who are not enrolled in a managed care plan.

“OMAP Member” – Any person covered by the OHP, whether or not the person is enrolled in a managed care plan.

“Plan Administrator” - The Managed Care Administrator, Behavioral Health Division, Multnomah County Department of Community and Family Services.

“Provider Manual” – A manual of instructions and procedures for implementation of this Agreement. As appropriate to the Contractor, this is the CAAPCare Outpatient Network Provider Manual, the CAAPCare Inpatient Network Provider Manual, the CAAPCare Agency Provider Manual, the CAAPCare Hospital Provider Manual, or the CAAPCare Individual and Group Practice Provider Manual.

“Provider Panel” - The group of providers which are under contract with Multnomah County to provide services to Members.

“State” – Oregon State government

“Sub Contractor” – An individual, agency or other organization which provides Covered Services under an agreement with Multnomah County’s contractors, and agrees to bill in accordance with such agreement.

“System Wide Services” - Identified services which serve as resources to adults and children across the service system, including but not limited to: day hospital services, sub-acute psychiatric services, dual diagnosis residential support services, sub-acute day treatment services, therapeutic school services, and Crisis Triage Center services

“Title XIX” – The title of the Federal Social Security Act otherwise known as Medicaid.

V. Statement of Work

A. Statement of Agreement of Parties.

CONTRACTOR agrees to provide mental health treatment services in exchange for the reimbursement set forth in this Agreement.

The parties agree that CONTRACTOR may perform its obligations under this Agreement through subcontractors. All subcontractors shall hold a Certificate of Approval from the State of Oregon to provide services in Multnomah County for children and/or adults in accordance with relevant provisions of the Oregon Administrative Rules. CONTRACTOR agrees that all terms and conditions of this agreement shall be made expressly binding on its subcontractor by written agreement. A list of approved subcontractors as of the effective date of this Agreement appears in Exhibit 1.

B. Services.

1. CONTRACTOR is responsible for the full scope and continuum of medically appropriate mental health outpatient Covered Services and flexible/wraparound mental health services to children, adolescents and adults who are Members, and who have, or are suspected of having, a mental health condition specified in the most recent list developed under ORS 414.720 (3) and adopted in OAR 410-141-0520, Prioritized List of Health Services.
2. Outpatient mental health services include but are not limited to assessment and all medically appropriate individual therapy; group therapy; medication management; psychosocial skills development; skills training; intensive treatment structure and support; respite care; flexible services; supported housing; case management and other wraparound mental health services.
3. CONTRACTOR acknowledges that outpatient service criteria for CAAPCare, CAAPCare Plus, Children's Mental Health Partnership, and Title XIX Open Card Clients, as described below and detailed in the Provider Manual, is identical. The difference between these types of services is attributable to the Member's eligibility for a particular funding source. CONTRACTOR agrees to provide covered outpatient services for the following recipient groups as applicable and designated in Attachment A, based on criteria and procedures outlined in this Agreement and the Provider Manual:

CAAPCare enrollees: Under the Oregon Health Plan, individuals enrolled in CAAPCare as a Mental Health Organization for the provision of OHP mental health benefits.

CAAPCare Plus enrollees: Individuals designated by the Behavioral Health Division as eligible for funding through CAAPCare Plus, a program funding managed care mental health services for adults and children residing in Multnomah County who meet identified income and clinical criteria.

Children's Mental Health Partnership enrollees: Children identified as having complex or multi-system service needs and identified as eligible by the Behavioral Health Division for funding through the Children's Mental Health Partnership, a jointly funded program of Multnomah County, the Casey Family

Program, Portland Public School District, Gresham-Barlow Public School District, Centennial Public School District, and the State Office of Services to Children and Families.

Title XIX Open Card Recipients: Individuals eligible for Title XIX services and holding an Open Medical Card. CONTRACTOR agrees to provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 0230. Title XIX-funded services are herein designated as "Open Card" Services.

C. Service Standards.

1. CONTRACTOR shall provide medically appropriate, pre-authorized, outpatient mental health Covered Services consistent with and in compliance with the applicable COUNTY, State and Federal service definitions, laws, administrative rules, contract conditions, policies, procedures and program instructions found in the Provider Manual. CONTRACTOR agrees to provide services consistent and in compliance with the "CAAPCare System of Care Values and Principles" and with the specifications and evaluation criteria contained in any applicable Request for Proposal and CONTRACTOR'S response to the proposal, including any subsequent revisions to the above referenced documents, all of which are incorporated herein by this reference and are binding on the CONTRACTOR.
2. CONTRACTOR is governed by OAR Chapter 309 (Mental Health) and OAR Chapter 410 (Oregon Medical Assistance Program). CONTRACTOR also agrees to be bound by any amendments to these rules made during the term of this Agreement. Specifically, and in no way limiting the foregoing sentences, CONTRACTOR agrees to comply with OMAP BA and ECC Codes, and the OMAP Prioritized List of Covered Services.

D. General Standards

CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

CONTRACTOR assures the provision of outpatient services appropriate to individualized needs of Members and member groups, such as children, adolescents and adult persons with Severe and Persistent Mental Illness (including children with Severe Emotional Disorders) persons with dual diagnoses (i.e. mental illness and/or chemical dependence and/or developmental disability), and others, including referral to other contractors when so indicated. Services to Members shall be delivered in the home or community dependent upon client needs. CONTRACTOR assures that Members served by CONTRACTOR have individualized treatment plans which incorporate medically appropriate, flexible, individualized, culturally relevant and family based service approaches; and that services and scheduling will take into account the needs of members and their families.

E. 24-Hour Emergency Response Services

CONTRACTOR shall ensure that client treatment plans include a crisis risk assessment and an individualized plan which has been clearly communicated to the client as to how to access crisis services. Urgent and emergency standards will be organized consistent with OAR 410-141-0140 (Standards for Urgent and Emergency Care); Further, CONTRACTOR agrees to provide 24-hour Urgent and Emergency Response Services in compliance and accordance with the rules set forth in the Provider Manual.

F. Service Authorizations

CONTRACTOR agrees to follow the service authorization procedures described in the Provider Manual, and any subsequent changes made to the procedures during the term of this Agreement.

G. Performance Indicators

CONTRACTOR shall track, at a minimum, the quality indicators identified below and detailed in the Provider Manual and incorporated into this contract by reference. CONTRACTOR shall document and report this data to COUNTY at least quarterly, or as instructed by COUNTY.

- 90 percent of consumers who complete the Consumer Satisfaction Questionnaire 8 will report being "generally to definitely Satisfied" with services received
- 90 percent of consumers, whose clinical charts are reviewed, are judged to have received medically appropriate services according to accepted standards.

VI. COUNTY Obligations

A. Provider Panel Listing.

COUNTY shall include CONTRACTOR in the listing of the members of the Provider Panel maintained by COUNTY. COUNTY does not guarantee any referrals and has no obligation to CONTRACTOR for any volume of referrals.

B. Provider Manual.

COUNTY shall supply CONTRACTOR with a copy of the Provider Manual and will notify CONTRACTOR immediately of any periodic additions and changes thereto. The Provider Manual shall include copies of COUNTY policies, relevant provisions, and any other documents necessary to guide the activities of the CONTRACTOR in providing services under this Agreement.

VII. Compensation

A. Reimbursement.

CONTRACTOR shall be reimbursed for specific services based upon the payment method set forth under Attachment A, consistent with the payment mechanism outlined in Attachment B, in accordance with the formula or rate schedule detailed in the Provider Manual for reimbursement of services provided as described in Section V. Statement of Work. Payment terms and any required reports defined in the Provider Manual for that payment method and basis shall apply to the CONTRACTOR.

B. Payment Requests.

CONTRACTOR must request payments from COUNTY in accordance with the terms outlined in Attachment B and billing procedures as set forth in the Provider Manual

C. COUNTY payment for services provided.

COUNTY shall pay for Covered Services rendered under this Agreement in accordance with the terms outlined in Attachment B and payment procedures as set forth in the Provider Manual.

D. Contract Funding Limit.

The maximum payment under this Agreement, including expenses, is N/A.

VIII. CONTRACTOR General Obligations

A. Non-discrimination in treatment of members by CONTRACTOR.

CONTRACTOR shall not discriminate against Members in violation of any local, state or federal law with respect to care and shall provide services to Members in the same manner, in accordance with the same standards and within the same time availability as those services are provided to CONTRACTOR's other clients. CONTRACTOR shall not discriminate in the care or quality of services on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation.

B. Compliance with applicable laws and licenses.

CONTRACTOR shall comply with all applicable federal, state or local laws, rules and regulations applicable to the work performed under this Agreement. CONTRACTOR shall comply with all applicable standards of professional ethics and shall perform services within the scope of CONTRACTOR's license.

C. Compliance with reporting requirements.

CONTRACTOR agrees to furnish periodic progress reports as required by COUNTY, in a format designated by COUNTY and detailed in the Provider Manual.

D. Credentialing.

CONTRACTOR shall have policies and procedures for collecting evidence of credentials and screening the credentials of staff, programs and facilities used to deliver services, consistent with the policies and procedures contained in the Provider Manual.

CONTRACTOR shall assure that all programs operated directly or by subcontract or facilities used to deliver services are accredited by nationally recognized organizations and/or are certified or licensed under State law to deliver specified services.

CONTRACTOR agrees to comply with all reporting and review requirements as outlined in the Provider Manual, and to the extent allowed by law, to allow COUNTY access to credentialing records.

CONTRACTOR must maintain personnel files documenting academic credentials, licenses, and competencies of staff who provide services to Members.

E. Use of Unlicensed Staff.

CONTRACTOR warrants that CONTRACTOR and all direct service staff have, and agree to maintain in good standing, all necessary licenses, certificates and accreditations, as defined in the Provider Manual. To the extent that the provision of certain services are allowable, by law, to be provided by direct service staff who do not have a professional license, CONTRACTOR shall provide appropriate and adequate supervision for such unlicensed direct service staff as may be required by any applicable law, regulation or certification.

F. Staff roster.

CONTRACTOR shall complete and provide to the COUNTY the Mental Health Practitioner Report form contained in the Provider Manual at a frequency specified by the COUNTY in the Provider Manual.

G. Service time frames.

CONTRACTOR will provide services to Members in accordance with timeframes stipulated in the Provider Manual.

H. Referral Requirements.

In the event that the CONTRACTOR cannot admit or treat a Member, CONTRACTOR is required to directly notify CAAPCare Access Triage staff so that an appropriate referral to treatment may be made through the CAAPCare system.

I. Access and Continuity of Care Services

Members will have open access to providers of CONTRACTOR. CONTRACTOR agrees to provide Access and Continuity of Care Services in compliance and accordance with the rules and performance standards set forth in the Provider Manual.

J. Complaint and Appeals Procedures.

CONTRACTOR shall cooperate with the procedures of State and COUNTY as outlined in the Provider Manual for the resolution of Member complaints and grievances. CONTRACTOR shall cooperate with State in complying with any obligations imposed regarding the handling of grievances upon State by state law or federal agencies with which State may contract.

K. Abuse Reporting

CONTRACTOR shall report abuse of mentally ill and developmentally disabled individuals in accordance with ORS 430.735 through ORS 430.765. CONTRACTOR shall have written policies and procedures for reporting, gathering and analyzing data, and investigating reports of critical incidents consistent with OAR 309-40-220 through OAR 309-40-290, Abuse Reporting and Protective Services in Community Programs and Community Facilities. CONTRACTOR will comply with all applicable local, Federal and State laws regarding reporting child and elder abuse. Policies and procedures will be consistent with reporting policies found in the Provider Manual.

L. Critical Incidents Involving Members.

CONTRACTOR will comply with the COUNTY's Critical Incident Policy in accordance with protocols set forth in the Provider Manual. CONTRACTOR shall notify the CAAPCare Plan Administrator or designee according to protocols listed in the Provider Manual, within twenty-four (24) hours of a critical incident that involves any Member, provider staff member or subcontract provider.

M. Limitations or Denial of Services

CONTRACTOR shall follow the procedures of the State and COUNTY as outlined in the Provider Manual with respect to limitations or denials in the provision of Covered Services.

N. Utilization Management and Quality Management programs.

The CONTRACTOR'S quality management system, for services provided under this Agreement, must be documented in the form of a written quality management plan submitted for CAAPCare approval according to timelines and requirements established in the Quality Management Plan section of the Provider Manual.

CONTRACTOR agrees, for services provided under this Agreement, to cooperate actively with COUNTY'S care coordination procedures, quality management protocols, utilization management procedures including concurrent and retrospective review procedures and policies, and other policies and procedures as may be communicated to CONTRACTOR and amended from time to time. CONTRACTOR further agrees to provide data requested by COUNTY in order for COUNTY to conduct quality assurance and utilization management activities concerning Members and, if applicable, comply with all pre-authorization procedures as described in the Provider Manual.

O. Contract monitoring and evaluation.

CONTRACTOR agrees to cooperate fully with contract compliance monitoring and program evaluation activities of the COUNTY and State related to services provided to Members. CONTRACTOR agrees to participate with the COUNTY in the evaluation of contracted project/service outcomes or performance and to make available all information required by such process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures. CONTRACTOR will comply with applicable quality assurance expectations as set out in the Provider Manual.

CONTRACTOR shall maintain a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and appropriateness of Covered Services provided by the CONTRACTOR to Members.

CONTRACTOR shall be subject to a COUNTY administrative review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the Application for Qualified Vendor Status. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all appropriate Member information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

P. Clinical record maintenance, retention and access.

CONTRACTOR will keep all Member files in a locked, secure location and will maintain all medical records pertaining to services provided under this Agreement for seven (7) years or such longer time as is required by applicable law, accreditation, regulation and standard professional practices. This obligation is not terminated upon the termination of the Agreement, whether by rescission or otherwise.

COUNTY shall have access at reasonable times upon request, to CONTRACTOR'S written or electronic records, books and papers relating (i) to the services provided to Members, (ii) to the cost to COUNTY of such services, and (iii) to payments, if any, received by CONTRACTOR from both COUNTY and any person or entity other than COUNTY, in connection with such services. CONTRACTOR shall make such records available to COUNTY (while the Agreement remains in effect and as may be reasonably requested following termination) to the extent permitted by applicable laws and regulation regarding confidentiality of patient records. CONTRACTOR will provide copies of Member records to COUNTY, to another healthcare provider providing services to the Member and to the State, upon request, and without charge.

CONTRACTOR agrees to obtain an authorization and release of information to allow COUNTY care coordination staff access to Members and their medical records.

Upon termination of this Agreement, CONTRACTOR shall provide true and complete copies of medical records for Members to COUNTY, State and/or other providers who assume care of Members, and subject to the confidentiality requirements, shall permit access of COUNTY and State to its medical and administrative records for Members for a period of seven (7) years.

Q. Notification Requirements.

CONTRACTOR shall notify COUNTY:

1. Immediately of any actual or threatened loss, suspension, restriction or revocation of CONTRACTOR'S license, qualifications, or accreditation to provide Covered Services under this Agreement;
2. Immediately of any malpractice action filed against CONTRACTOR or any direct service staff providing services under this Agreement;
3. Immediately of any other civil, criminal, or regulatory action taken against CONTRACTOR, any investigation undertaken by any private or public, administrative, regulatory, professional or governmental entity, with respect to services rendered by CONTRACTOR, or any charge of finding of ethical or professional misconduct by CONTRACTOR.
4. Immediately of any loss of CONTRACTOR'S professional liability insurance or any material change in CONTRACTOR'S liability insurance coverage;
5. Immediately of any loss, revocation or suspension of any hospital privileges maintained by any direct service staff to provide the services as contemplated herein;
6. Immediately of any change in CONTRACTOR'S agency director, business address and/or telephone number;
7. Immediately of any material change in the information provided to COUNTY in qualifying to provide services under this Agreement and any other situation that might materially affect CONTRACTOR'S capacity to provide Covered Services lawfully.
8. Immediately if CONTRACTOR, or its subcontractors, are suspended or terminated from the Oregon Medical Assistance Program. CONTRACTOR may not provide Covered Services through a provider that is currently suspended or terminated from the Oregon Medical Assistance Program. COUNTY shall notify CONTRACTOR of any providers with suspended or terminated status of which COUNTY is made aware by MHDDSD. CONTRACTOR shall not refer Members to such providers and shall not accept billings for services to OMAP Members submitted by such providers;
9. Upon each renewal term of this Agreement, of any information concerning CONTRACTOR or any of its staff reported to the National Practitioners Data Bank pursuant to the Health Care Quality Improvement Act.

R. Insurance and Bonding.

In addition to the insurance requirements identified in Exhibit 2:

1. All property and equipment purchased and received by CONTRACTOR under

this Agreement must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

2. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this Agreement a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Agreement commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished to the COUNTY with the signed Agreement. Reimbursement will be dependent upon receipt by the COUNTY of the certificate.
3. In the event that CONTRACTOR maintains professional liability insurance on a "claims made" basis, CONTRACTOR shall maintain such policy in effect, or maintain appropriate "tail coverage," for a period of three (3) years following any termination of this Agreement, regardless of the circumstances giving rise to such termination. CONTRACTOR acknowledges that COUNTY is under no obligation to provide professional liability insurance coverage for provider.

S. Certification of insurance coverage, licensure, and background checks.

CONTRACTOR shall provide at the time the Agreement is signed, the following:

1. A copy of CONTRACTOR's current certificate of professional liability insurance specifying the amount of coverage and expiration dates; and
2. Evidence of satisfactory compliance with COUNTY's credentialing requirements, including but not limited to a copy of CONTRACTOR's license.
3. Copies of results of employee criminal background checks as described in Section XIII. G.

T. Fiscal, Administrative, and Audit Requirements

1. CONTRACTOR agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under and for his contract shall be accessible to COUNTY upon request.
2. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY, Federal and State personnel shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents,

papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to all books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

3. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted periodically, as described in the COUNTY'S financial procedures (Subcontractors Financial Policy and Procedures Manual). If CONTRACTOR'S corporate headquarters are out of state, CONTRACTOR agrees to pay travel costs incurred by COUNTY to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
4. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current Subcontractors Financial Policy and Procedures Manual). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be allowed to conduct an external limited scope audit in lieu of a full scope audit under the following conditions:
 - Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
 - Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.
5. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over your organization. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
6. CONTRACTOR, if it is a state, local government or non-profit organization and a Subrecipient of federal funds, shall meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.

7. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (Subcontractors Financial Policy and Procedures Manual) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.
8. CONTRACTOR shall submit annual Federal and State Tax Returns to COUNTY within 30 calendar day of their due date. Required tax returns are described in the COUNTY'S financial procedures (Subcontractors Financial Policy and Procedures Manual).
9. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

U. Cultural Competency.

CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

1. Non-Discrimination and Affirmative Action
2. Accessibility to Services
3. Training
4. Culturally Appropriate and/or Specific Programs and Services
5. Community Outreach
6. Plan Evaluation

This plan shall be submitted to COUNTY no later than 120 days after Agreement execution. Thereafter, the plan shall be due 120 days after subsequent renewals, but no more than annually. This plan must contain measurable objectives, timelines, and persons responsible for all elements.

V. Disaster Response.

CONTRACTOR will participate with the COUNTY in providing mental health response services in event of natural or man-made disaster. CONTRACTOR will designate a Disaster Response Coordinator and communicate the name and title designation of coordinator to the Manager of the Behavioral Health Division. CONTRACTOR will participate in training and planning activities in collaboration with COUNTY to prepare for mental health response in event of natural or man-made disaster.

IX. Confidentiality

- A. CONTRACTOR shall keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality and applicable provisions set out in the Provider Manual.
- B. COUNTY and CONTRACTOR shall maintain the confidentiality of any records or claims received from CONTRACTOR and shall not disclose them except as permitted by law.
- C. COUNTY and CONTRACTOR agree to protect from unauthorized disclosure the names and other identifying information of Members. This provision, however, shall not preclude COUNTY or CONTRACTOR from disclosing statistical information which does not identify any individual Members.

X. Indemnification/Hold Harmless

CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, the State of Oregon, and other funding sources and their officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except that, with respect to the performance of professional services, Contractor's obligation to defend, hold harmless and indemnify the County shall apply only to claims, suits, or actions which have or are alleged to have resulted from or arisen out of the negligent acts and omissions of the Contractor, its officers, employees, subcontractors, or agents.

XI. Term and Termination

- A. Effective Dates.

This Agreement will become effective upon the 1st day of July, 1999, and shall be effective for a period of fifteen months (15) months thereafter.

This Agreement shall automatically renew for successive one (1) year periods unless otherwise terminated by either party upon at least ninety (90) days written notice prior to Agreement termination date.

- B. Termination

This Agreement may be terminated without cause by either party (unless otherwise stated herein) upon sixty (60) days written notice.

This Agreement may be terminated for cause immediately (unless otherwise stated herein) upon written notice. For purposes of this Agreement, "cause" shall be deemed to exist:

For Both Parties:

1. In the event of a breach of the Agreement 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 60 days of the date of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination; and
2. If the other party engages in fraud or misrepresentation.

For COUNTY:

1. If CONTRACTOR loses its statutory or regulatory authority to conduct the business which is the subject of the Agreement.
2. If any license, permit, or certificate that must be held by CONTRACTOR to provide services under this Agreement is denied, suspended, revoked, or not renewed.
3. If CONTRACTOR or any of its staff become uninsurable; provided, however, that if one or more of CONTRACTOR's staff become uninsurable, COUNTY shall not have cause to terminate if CONTRACTOR immediately suspends such staff from rendering services;
4. If COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of Members/residents, staff, or the public.
5. If the contract between COUNTY, State or any other funding source for provision of services is terminated in whole or in part by the funding source for any reason.
6. If COUNTY has evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize levels and/or quality of services required by this Agreement.
7. If COUNTY has evidence of CONTRACTOR'S improper or illegal use of funds provided under this Agreement.
8. If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.
9. If COUNTY receives State initiated significant reductions in payment rates.

If this Agreement is terminated, CONTRACTOR is responsible for any and all claims from subcontractors for Covered Services provided prior to the termination date. In this event, CONTRACTOR shall promptly notify COUNTY of any outstanding claims for which COUNTY may owe, or be liable for payments, which are known to CONTRACTOR at the time of termination or when such new claims incurred prior to termination are received. CONTRACTOR shall supply COUNTY with all information necessary for reimbursement of such claims.

Upon termination COUNTY may withhold reimbursement to CONTRACTOR as an offset for anticipated damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

Upon termination, CONTRACTOR agrees to transfer back to COUNTY unexpended and unobligated funds and all unexpended and/or nonexpendable personal property

purchased under this Agreement as directed by COUNTY, the State of Oregon or the Federal Government.

COUNTY may withhold part or all of the unpaid Agreement balance upon Agreement termination pending receipt of final reports.

C. Continuing Treatment at Termination

Notwithstanding the termination of this Agreement, for any reason, CONTRACTOR shall continue, at COUNTY's election under the terms of this Agreement to provide Covered Services and shall be reimbursed in accordance with the terms of this Agreement as set forth in this Agreement, with respect to any Members admitted prior to the date of termination, until such Members can safely be transferred or discharged.

XII. Terms and Conditions

A. Advertising and Promotion.

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services CAAPCare Program as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah COUNTY.

B. Assignment.

CONTRACTOR may not assign this Agreement without the written consent of COUNTY. CONTRACTOR agrees that, for services to Members, only agencies set forth in Exhibit 1, or subsequently approved in writing by COUNTY, will be employed or contracted for performance of services.

C. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original hereof, but all of which taken together shall constitute one and the same instrument.

D. Governing Law.

The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any legal action involving any question arising under this Agreement 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.

E. Independent Contractor.

CONTRACTOR is an independent CONTRACTOR and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes

and fees applicable to payments for services under this Agreement. (It is understood, however, that if CONTRACTOR subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent subcontractor but may be subject to the Oregon Tort Claims Act ORS 30.260 to 30.300).

CONTRACTOR shall have responsibility for and control over the treatment provided to Members. COUNTY agrees not to control or direct the independent clinical judgement of CONTRACTOR or any staff. No action by COUNTY in accordance with this Agreement or COUNTY's applicable policies or procedures shall relieve CONTRACTOR or any staff of professional responsibility for Members or in any way limit CONTRACTOR's or any staff's obligations to Members. CONTRACTOR or its staff shall not be entitled to receive any employee benefits provided by COUNTY to its employees.

F. Amendments.

Except as otherwise specifically provided in this Agreement in relation to the Provider Manual, no amendment of the Agreement shall be binding unless in writing and executed by the parties.

G. Criminal Record Background Checks.

CONTRACTOR shall comply with those provisions of ORS 181.536 et seq. and OAR 309-018-0190 regarding criminal record checks, which apply to their programs.

CONTRACTOR shall make the results of the criminal records check available for review by COUNTY staff upon request. CONTRACTOR shall return a Certificate of Compliance (Exhibit 4) with this Agreement.

H. Notices.

Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent via facsimile, U.S. mail, postage prepaid, return receipt requested or private courier to the party at the address set forth in the preamble of the Agreement or such other address as may be communicated by one party to the other in writing from time to time.

I. Severability.

If any term, provision or condition of this Agreement shall be determined invalid by a court of competent jurisdiction, such invalidity shall in no way affect the validity of any other term, provision, or condition of the Agreement, and the remainder of the Agreement shall survive in full force and effect.

J. Survival.

Any obligations undertaken by CONTRACTOR pursuant to this Agreement pertaining to compensation, assignment of benefits, confidentiality, quality assurance, compliance with applicable laws, transition of care, insurance, indemnification and record-keeping and any terms regarding the relationship of the parties, waivers, survival of certain

terms, governing law and any prohibitions as to balance billing, interference with business relationships, rights of third parties, taking legal action shall all survive any termination of the Agreement.

K. Year 2000 Compliance.

If Contractor learns or has reason to believe that County's hardware 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. If this Contract provides for the delivery of computer hardware or software, all such hardware or software shall, individually and in combination, correctly process, sequence, and calculate all date and date-related data for all dates prior to, through and after January 1, 2000. Any software products delivered under this Contract that process date or date-related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

L. Waiver.

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

M. Patient Self-determination.

CONTRACTOR shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and the provisions of Oregon Revised Statute 127 pertaining to advance directives.

N. Force Majeure.

Neither CONTRACTOR nor COUNTY shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic or acts of God which are beyond either CONTRACTOR'S or COUNTY'S reasonable control. CONTRACTOR or COUNTY shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving CONTRACTOR, care may be deferred until after resolution of the labor dispute except when care or service is needed for an emergency or urgent need or when there is a potential for a serious adverse mental health or medical consequence if treatment or diagnosis is delayed more than 30 calendar days. If a labor dispute disrupts normal execution of Contractor duties under this Agreement, CONTRACTOR shall notify OMAP Members in writing of the situation and direct OMAP Members to bring serious health care needs to CONTRACTOR'S attention.

O. Non Appropriation Clause.

If payment for work under this Agreement extends into the COUNTY'S next fiscal year, COUNTY'S obligation to pay for such work is subject to approval of future appropriations to fund this Agreement by the Board of County Commissioners of Multnomah COUNTY, Oregon.

P. Ownership/Successors of Interest

Notwithstanding any other provisions of this Agreement: CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR and provide COUNTY with the name(s) and address(es) of all owners of an equity interest in CONTRACTOR which equals or exceeds five (5) percent. CONTRACTOR shall not assign or transfer any of its interest in this Agreement without the prior written consent of COUNTY. Subject to the immediately preceding sentence, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any. In addition to any other assignment or transfer of interest, for purposes of this Agreement, all of the following fundamental changes shall be considered an assignment of an interest in this Agreement subject to the COUNTY'S prior written consent:

1. A consolidation or merger of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, with or into a corporation or other entity or person, or any other reorganization or transaction or series of related transactions involving the transfer of more than fifty percent (50%) of the equity interest in CONTRACTOR or more than fifty percent (50%) of the equity interest in a corporation or other entity or person controlling CONTRACTOR, or
2. The sale, conveyance or disposition of all or substantially all of the assets of CONTRACTOR, or of a corporation or other entity or person controlling CONTRACTOR, in a transaction or series of related transactions.

CONTRACTOR shall notify COUNTY of any changes in the ownership of CONTRACTOR at least forty-five (45) calendar days prior to any assignment or transfer of an interest in this Agreement and shall reimburse COUNTY for all legal fees reasonably incurred by COUNTY in reviewing the proposed assignment or transfer and in negotiating and drafting appropriate documents.

Q. Merger Clause.

This Agreement constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

XIII. Compliance with Specific State and Federal Requirements

When applicable CONTRACTOR agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements applicable to Contractor.

A. Accessibility.

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L.

101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

B. Application, Acceptance, Use and Audit of Federal and State Funds.

For Federal funds, CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of States, Local Governments and other Non-Profit Organizations).

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

C. Department of Energy

1. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.
2. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:
 - a. The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
 - b. The population eligible to be served by race, color, national origin, sex, age, and handicap;
 - c. Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
 - d. The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;
 - e. 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
- f. Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.
3. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'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 the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.
4. 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 CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will 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 CONTRACTOR, 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 CONTRACTOR.

D. Federal Contract Requirements

CONTRACTOR ensures that the requirements of 42 CFR §434 that are appropriate to the services or activities provided are fulfilled.

E. Conditions of Payment and Hours of Work

CONTRACTOR shall comply with provisions of ORS 279.312, 279.314, 279.316, and 279.320.

F. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

G. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'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;
3. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required above;
4. Notifying the employee in the statement required above that as a condition of employment on such, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
6. 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;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

H. Energy Conservation

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

I. Environmental Protection

1. CONTRACTOR ensures that if the sums payable under this Agreement exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.
2. CONTRACTOR ensures that facilities under its ownership, lease, or supervision

which shall be used in the accomplishment of services under this Agreement are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services 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.

J. Lobbying for Funds

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

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.

K. Oregon Tax Laws

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" includes the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

L. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used

routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

M. Non-discrimination

CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1973, Part V of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Further, CONTRACTOR shall comply with all applicable COUNTY Non-discrimination policies and shall also comply with Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR Part 1520 and Department of Labor Regulations 41 CFR Part 60.

XIV. Contractor Data and Signature

Contractor Name: Oregon Health Science University

Contractor Address: 3181 Sam Jackson Park Road, Portland, OR 97201, 494-4854

Federal Tax ID# or Social Security #: 93-1176109

State Tax ID #: _____ Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Sole Proprietorship _____ Partnership _____ Non-profit

_____ Corporation _____ Government _____

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 Agreement including the attached Exhibits. I understand the Agreement and agree to be bound by its terms.

Signature

Title

Name (please print)

Date

NOTE: Contractor must also sign Exhibit 3 and (if attached) Exhibit 4.

MULTNOMAH COUNTY SIGNATURE

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



County Chair or Designee

June 24, 1999

Date

Department and County Counsel Approval and Review

Approved:



Department Manager or Designee

6/8/99

Date

Reviewed:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By: _____



County Counsel

6/9/99

Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK**

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

06/03/99

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name :	OHSU OREGON HEALTH SCIENCES UNIVERSITY	Vendor Code:	CAAP122
Contractor Address :	MANAGED CARE CONTRACTS-UHN-81 3181 SW SAM JACKSON PARK RD PORTLAND OR 97212		
Telephone :	494-4854	Fiscal Year :	99/00
		Federal ID # :	93-1176109

Program Office Name : Managed Care Contracts

Service Element Name : Childrens Outpatient Services (C11X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's	CC+ Children		Req't's
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's	Partnership		Req't's
Total					Req't's			Req't's

Service Element Name : Adults & Children Outpatient Services (K22P)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's	Open Card A/C		Req't's
Total					Req't's			Req't's

Service Element Name : Adult Outpatient Services (M20X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/99	06/30/00	Per Invoice	Fee for Service	Req't's	CC+ Adults		Req't's
Total					Req't's			Req't's

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

06/03/99

Attachment A:
Service Elements and Contract Amounts

Contractor Name :	OHSU OREGON HEALTH SCIENCES UNIVERSITY	Vendor Code:	CAAP122
Contractor Address :	MANAGED CARE CONTRACTS-UHN-81 3181 SW SAM JACKSON PARK RD PORTLAND OR 97212		
Telephone :	494-4854	Fiscal Year :	00/01
		Federal ID # :	93-1176109

Program Office Name : Managed Care Contracts

Service Element Name : Childrens Outpatient Services (C11X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/00	09/30/00	Per Invoice	Fee for Service	Req't's	CC+Children		Req't's
0	07/01/00	09/30/00	Per Invoice	Fee for Service	Req't's	Partnership		Req't's
Total					Req't's			Req't's

Service Element Name : Adults & Children Outpatient Services (K22P)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/00	09/30/00	Per Invoice	Fee for Service	Req't's	Open Card A/C		Req't's
Total					Req't's			Req't's

Service Element Name : Adult Outpatient Services (M20X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	07/01/00	09/30/00	Per Invoice	Fee for Service	Req't's	CC+ Adults		Req't's
Total					Req't's			Req't's

ATTACHMENT B
MULTNOMAH COUNTY SERVICES CONTRACT

Contract No: 0010100

Payment Mechanism – Agency

Payment Mechanism and Reporting Requirements

Fee-for-service payments for outpatient Covered Services for CAAPCare, CAAPCare Plus, and the Children's Mental Health Partnership will be paid at a set rate per unit of service. All services will be reported as BA or ECC codes as defined by the Oregon Mental Health and Developmental Disabilities Services Division. The unit rates will be based on the current OMAP rates, unless another rate has been negotiated by CAAPCare. Current rates are listed in the Provider Manual. Fee-for-service claims must be submitted within four (4) months of the date of service.

Case rates for CAAPCare, CAAPCare Plus, and the Children's Mental Health Partnership are negotiated daily, weekly, monthly, or program rates per client, that include the full scope of services required by client. In return for a case rate payment for a client, the CONTRACTOR will be responsible for all mental health services that client will require during the case rated period, within the limits of the CONTRACTOR'S scope of service. Case rate invoices are to be billed monthly to CAAPCare, but no later than four (4) months of the date of service. Requests for pre-authorized case rate payments shall be submitted in accordance with the instructions contained in the Provider Manual

Fee-for-service claims for clients enrolled in Medicaid on an "open" medical card (i.e. not assigned to a Managed Care Plan) should be billed to the Oregon Health Plan (OHP) directly, using Outpatient Mental Health Service Codes (BA codes). Exceptions are identified specialty services paid by a case rate in which the provider bills CAAPCare for the open card client and provides service data to CAAPCare, so that CAAPCare may bill OMAP on behalf of the provider. CAAPCare will retain any fee-for-service payments from OMAP.

Third Party Resources

CONTRACTOR shall make reasonable effort to ensure that Members cooperate in securing third party resources other than liability insurance, and to the extent permitted by law, CONTRACTOR shall, when cost effective and clinically appropriate, collect such resources on behalf of Multnomah COUNTY CAAPCare, including reimbursements from Medicare. Third party payments and recovery for fee-for-service claims will off-set payments by the COUNTY. All third party reimbursements shall be reported to CAAPCare as part of the claims submission process specified in the Provider Manual.

For case rate services, CONTRACTOR may retain and use any third party reimbursements collected on behalf of Multnomah COUNTY CAAPCare, which shall not be used to off-set payments by the COUNTY under this contract and which shall not be subject to any claim by the COUNTY. All third party reimbursements for case rate services shall be reported to CAAPCare as part of the encounter data reporting process specified in the Provider Manual.

Dual Billing

CONTRACTOR may not request payment from OMAP for any Covered Service provided to a Member for whom the COUNTY has received capitation payments as the MHO.

CONTRACTOR may not request payment from COUNTY for any Covered Service provided to a Member for whom CONTRACTOR is receiving payment from an Outpatient Network.

Reporting Requirements

Claims Processing for Fee-for Service Payments

Claims for fee-for-service payments should be submitted on paper HCFA 1500 forms or in an equivalent electronic format in accordance with instructions contained in the Provider Manual. CONTRACTOR must bill the COUNTY within four (4) months of the date of service.

Encounter Data for Case Rate Services

The CONTRACTOR shall be responsible for the submission of timely, accurate and complete encounter data for all case rate services provided under this contract, based on the procedure and format detailed in the Provider Manual. Encounter data must be submitted within four (4) months of the date of service or otherwise as specified in the Provider Manual for the specific case rated service. Failure to submit encounter data in accordance with these instructions shall be grounds for CAAPCare withholding payment to the CONTRACTOR for case rate services.

Other Required Reports

The CONTRACTOR shall cooperate with CAAPCare in the collection of information through encounter data, consumer surveys, on-site reviews, medical chart reviews, member concerns and complaints, access timelines, staff credentialing, member outcomes, interviews with staff, utilization and financial reports, and other data or information as required for purposes of monitoring compliance with this contract, for research and evaluation purposes, and for the purpose of developing and monitoring quality and performance objectives.

Client Process Monitoring System

The CONTRACTOR shall be responsible for enrolling all CAAPCare Members in the Client Process Monitoring System (CPMS) and for submitting this information to the State of Oregon Mental Health and Developmental Disability Services Division (MHDDSD) according to procedures developed by MHDDSD. Failure to submit encounter and CPMS data in accordance with these requirements shall be grounds for CAAPCare withholding premium sharing payment to the Network.

EXHIBIT 1

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No: 0010100

LIST OF APPROVED SUBCONTRACTORS

Agency Name:
Contact Person:
Address:
Telephone:

Agency Name:
Contact Person:
Address:
Telephone:

Agency Name:
Contact Person:
Address:
Telephone:

Agency Name:
Contact Person:
Address:
Telephone:

Agency Name:
Contact Person:
Address:
Telephone:

EXHIBIT 2

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No: 0010100

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: A. Nease

Contract Originator

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

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. 0010100
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete A *or* B below:

A. CONTRACTOR IS A CORPORATION

CORPORATION CERTIFICATION: I certify under penalty of perjury that Contractor is a corporation authorized to do business in the State of Oregon.

Signature

Title

Date

CONTRACTOR IS AN INDEPENDENT CONTRACTOR.

Contractor certifies that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- ____ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- ____ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ____ C. My business telephone listing is separate from my personal residence telephone listing.
- ____ D. I perform labor or services only under written contracts.
- ____ E. Each year I perform labor or services for at least two different persons or entities.
- ____ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Contractor Signature

Date

EXHIBIT 4

Criminal History Records Check

Certificate of Compliance

Contractor: Oregon Health Science University

Address: 3181 Sam Jackson Park Road
Portland, OR 97201

Telephone: 494-4854

The Authorized Signature below certifies that Contractor is currently in compliance with ORS 181.536 et seq. and OAR 309-018-0190. Further, the organization agrees to exercise due diligence in maintaining compliance as long as the organization continues to contract with Multnomah County.

Printed Name: _____ Date: _____

Authorized Signature: _____

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.



This is to Certify that

OREGON HEALTH SCIENCES UNIVERSITY
3181 SW SAM JACKSON PARK RD
L328
PORTLAND OR 97201-3011
|||||

P O Box 5240
Portland, OR 97208-5240
503.239.5800

is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	7/01/99	WC4-1NC-010293	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES OR	LIMIT OF LIABILITY - COVERAGE B B.I. by Accident \$500,000 Each Accident Policy Limit B.I. by Disease \$500,000 B.I. by Disease \$500,000 Each Employee
GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective <input type="checkbox"/>			MARITIME COVERAGE-FOLLOWING STATES General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	LIMIT OF LIAB.-MARITIME COVERAGE \$ \$ \$ \$ \$ \$
AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>			CSL Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$ \$
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE)			DESCRIPTION OF OPERATIONS	
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 BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OR REPRESENTATIVES.			

MAILED TO: MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICE
CONTRACTS & EVALUATION DIVISION
421 SW 6TH AVE 7TH FL
PORTLAND OR 97204-1629
|||||

Colleen Hamlett

EFS sb 7/09/98 PORTLAND Marketing
DATE ISSUED OFFICE

Washington Casualty Company

Certificate of Insurance

CERTIFICATE HOLDER AND ADDRESS:

Multnomah County
Department of Community and Family Services
Contract and Evaluation Services
421 SW Sixth, Seventh Floor
Portland Or 97204-1618
Attn: Amy Nease

This is to certify that an insurance policy, subject to its terms, conditions and exclusions, is presently in force for the Named Insured. This certificate confers no rights upon the Certificate Holder, nor does it extend or alter the coverage afforded by the policy.

POLICY NO: OR HD0/2486

Policy Period: (12:01 A.M. at place of issue)
From: 7/1/98 To: 6/30/99

Retroactive Date: 7/1/92

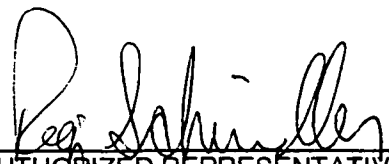
HEALTH CARE PROFESSIONAL LIABILITY POLICY:

Coverage	Limits of Liability
Personal Injury and Professional Liability	\$1,000,000 each claim/\$4,000,000 annual aggregate
Excess Personal Injury & Professional Liability	None
Fire Legal Liability	None
Premises Medical	None
Other	None

SPECIAL PROVISIONS: All OHSU faculty, employee's, students and volunteers are provided coverage for services rendered on behalf of the Named Insured within the scope of his or her duties as such for Named Insured

NAMED INSURED
Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201-3098

ISSUE DATE: 7/28/98



AUTHORIZED REPRESENTATIVE

Reginald G. Schindler
Director, Risk Management
(503) 494-7911

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: LES WALKERPHONE: 26777

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS12 to transfer \$125,000 County General Fund Contingency and recognize revenue from the City of Portland funding the Homeless Youth Services System.

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

Budget Modification CFS12 adds \$125,000 County General Fund Contingency and \$350,000 City of Portland revenue to the budget in Division of Community Programs & Partnerships to fund the homeless youth services system. Commitment to fund to support and services to homeless youth was adopted by the Board in Resolution 98-112.

Budget Modification CFS12 will increase pass through expenditures by \$475,000 and increase County General Fund Indirect Support by \$3,325. Service reimbursement from the Fed/State Fund to the General Fund will increase by \$3,325. General Fund Contingency is reduced by \$125,000.

The remaining \$375,000 is requested via the FY 99/00 budget amendment process for appropriation to complete the system startup.

3. REVENUE IMPACT.

(Explain revenues being changed and reason for the change)

Increase County General Fund	\$125,000
Increase City of Portland	\$350,000
Increase County General Fund Indirect Support	\$3,325
Increase Svs Reim F/S to General Fund	\$3,325

TOTAL \$481,650

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 2:20
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

GENERAL

(Specify Fund)

Fund Contingency BEFORE THIS MODIFICATION (as of 6/15/99): \$ 2,921,797 -AFTER THIS MODIFICATION: \$ 2,796,797

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS12

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1112			6060	3,545,690	4,020,690	475,000		Pass Through
3			156	010	1112			7100	53,929	57,254	3,325		Indirect @ .7%
4												478,325	Org 1112 Subtotal
5													
6			100	010	9130			7608			128,325	128,325	Cash Transfer
7			100	075	9120			7700			(125,000)	(125,000)	Contingency
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											381,350	491,350	GRAND TOTAL

BUDGET MODIFICATION NO. CFS12

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1112			2025	17,241	108,808	91,567		CDBG/PDX
3			156	010	1112			2719	0	258,433	258,433		City of Portland
4			156	010	1112			7601	519,393	644,393	125,000		CGF Subsidy
5			156	010	1112			7601	53,929	57,254	3,325		CGF Indirect
6												478,325	Org 1150 Subtotal
7													
8			100	075	7410			6602			3,325	3,325	Svs Reim F/S to Gen Fund
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											331,650	331,650	GRAND TOTAL

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. CFS12 2. Amount requested from General Fund Contingency: \$125,000

3. Summary of request:

County General Funds in the amount of \$125,000 is requested to fund pass through expenditures for support and services to Homeless Youth per the Ad Hoc Committee Plan and Recommendations adopted by the Board in Resolution 98-100. Commitment to fund these services was adopted in Resolution 98-112. CFS will be requesting in a FY '00 budget amendment (00BA_PA_CFS_17) to utilize the remaining \$375,000 to fund the remaining startup of these services which will occur after July 1st.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? If so, when?

If so, what were the circumstances of its denial?

No.

5. Why was this expenditure not included in the annual budget process?

These funds were committed to the Homeless Youth Services System via Resolution 98-112 with approval by the Board of County Commissioners in August 1998.

6. What efforts have been made to identify funds from another source within the Department to cover this expenditure? Why are no other Departmental sources of funds available?

See #5 above.

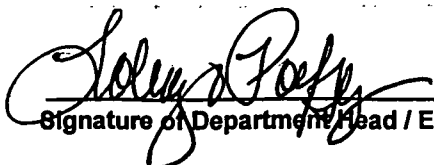
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

This request will not produce any new revenue and no payback to contingency is anticipated.

8. This request is for a (Quarterly _____) (Emergency _____) review.

9. For emergency requests only: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

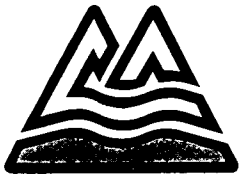
10. Attach any additional information or comments which you feel would be helpful.



Signature of Department Head / Elected Official



Date



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 14, 1999

SUBJECT: Budget Modification CFS12

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services (CFS) recommends the approval of Budget Modification CFS12. This modification requests a transfer of \$125,000 from County General Fund Contingency to the Department and recognizes \$350,000 from the City of Portland to fund support and services to homeless youth.

II. BACKGROUND ANALYSIS: Board Resolution 98-112 directed CFS to issue an RFP to fully cover the service as described in the Ad Hoc Committee Downtown Portland Homeless Youth report. The Department of Community and Family Services. The resolution also directed CFS to bring to the Board a request for contingency funding for up to \$500,000, after it determined the extent of partnership funding available, the actual costs of the requested services as determined in contract negotiations between the Department and provider(s), and the amount that cannot be covered within the Department current general fund appropriation. With the final awards having been made from the RFP, after a lengthy process, CFS is requesting \$125,000 of the \$500,000 General Fund contingency set aside for homeless youth per Board Resolution 98-112.

Start-up of the services system was delayed until April 1 due to challenges with the RFP and actual implementation problems and costs have been delayed until FY '00. CFS will be requesting in a FY '00 budget amendment (00BA_PA_CFS_17) to utilize the remaining \$375,000 to fund the remaining startup of these services which will occur after July 1st.

III. FINANCIAL IMPACT: Budget Modification CFS12 will increase pass through expenditures by \$475,000 and increase County General Fund Indirect Support by \$3,325. Service reimbursement from the Fed/State Fund to the General Fund will increase by \$3,325.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: Public commitment to these dollars and system funded to this level. Anything less will reduce the level of services available.

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: City of Portland revenue depends on our dollars being there.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners
FROM: Mike Jaspin, Budget Analyst *mj*
DATE: June 15, 1999
SUBJECT: General Fund Contingency Request by the Department of Community and Family Services -- Budget Modification CFS 12

In this Budget Modification request, the Department of Community and Family Services (CFS) is requesting \$125,000 from the General Fund Contingency reserve to fund the Homeless Youth Services System. This is the same \$125,000 discussed in my memo of June 14th.

The purpose of this note is to merely state that the use of General Fund Contingency for this purpose is consistent with the Financial & Budget Policies of the County and as found in Resolution 98-112. (It is general practice and policy for the Budget Office to inform the Board if contingency requests submitted for approval satisfy the general guidelines and policies for using General Fund Contingency).

As a brief overview, the funding will be used for pass through expenditures for services to homeless youth per the Ad Hoc Committee Plan and Recommendations adopted by the Board in Resolution 98-100. The Board resolved to fund support and services to homeless youth per the Ad Hoc plan via the follow-up Board Resolution 98-112. Moreover, this resolution directed CFS to bring to the Board a request for contingency funding for up to \$500,000, after it determined the extent of partnership funding available, the actual cost of the requested services as determined in contract negotiations between the Department and provider(s), and the amount that cannot be covered within the Department's current appropriation. With final awards having been made from the RFP, the Department is now requesting \$125,000 of General Fund Contingency.

As of June 15, 1999 there was \$2,921,797 in the General Fund Contingency. This budget modification will reduce that amount to \$2,796,797.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Funding Support and Services For) RESOLUTION NO. 98- 112
Homeless Youth in Multnomah County)

The Multnomah County Board of Commissioners Finds:

- a. The consistent number and severity of cases of homeless youth requires enhanced efforts and continuing Board attention.
- b. The Committee Report on Downtown Portland Homeless Youth Services presents a comprehensive plan to address the complex challenges faced by homeless youth in our County.
- c. Implementing the plan is consistent with the Board's focus on the three long term Benchmarks of reducing the number of children in poverty, increasing school completion, and reducing juvenile crime.
- d. The Annual County budget was completed before the continuum of programming and the amount of funding to restructure the system was generally proposed. Multnomah County's annual budget includes a general fund contingency to address emergency situations which, if left unattended, would jeopardize the health and safety of the community and cannot be covered by existing appropriations.
- e. The Board agrees with the Committee's recommendation to implement the expanded continuum of services as a unified approach and the importance of balancing the goal of meeting basic needs with the goal of getting youth off the street.

The Multnomah County Board of Commissioners Resolves:

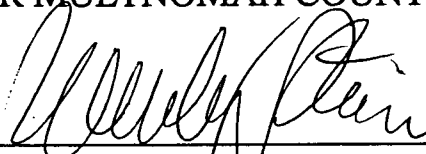
1. The Board intends that the Homeless Youth Plan be fully implemented on January 1, 1999 (at an estimated six-month cost of \$750,000), consistent with the Committee's recommendations and within the limitations of the contracting process. The Department of Community and Family Services will issue an RFP to fully cover services described in the Ad Hoc Committee on Downtown Portland Homeless Youth report.

2. The Board will seek partnerships with other governments, private foundations, and businesses to provide start up and ongoing funding for the services described by the Committee.
3. The Department will provide monthly written reports to the Board beginning September 3 on the progress in implementing these recommendations.
4. The Department will bring to the Board a request for contingency funding for up to \$500,000, after it determines the extent of partnership funding available, the actual cost of the requested services as determined in contract negotiations between the Department and provider(s), and the amount that cannot be covered within the Department's current appropriation.
5. The Department will use their existing Contract Evaluation Unit to evaluate the restructured homeless youth system.
6. The Board supports ongoing funding for a comprehensive continuum of programs for homeless youth as a priority in the development of the 1999-2000 budget.

Adopted this 13th day of August 1998.



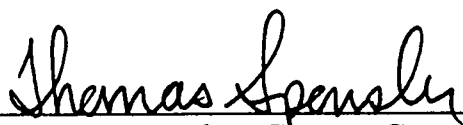
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By _____
Thomas Sponsler, County Counsel

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILY SERVICES**DIVISION: **N/A**CONTACT: **LES WALKER**PHONE: **26777**

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#14 to increase the budget of the Department by ^{5,016,924}~~\$4,947,658~~ to reflect changes in the State Mental Health & Developmental Disability Services Division (MHDDSD) Intergovernmental Agreement through Plan Amendment Approval Form (PAAF) #100.

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?

Budget Modification CFS#14 to increase the budget of the Department by \$5,016,924 to reflect changes in the State Mental Health & Developmental Disability Services Division (MHDDSD) Intergovernmental Agreement through Plan Amendment Approval Form (PAAF) #100. This "housekeeping" modification increases State MHDDSD revenue by \$4,947,658. County General Fund Indirect Support is increased by \$34,633. Total pass through expenditures increase by \$4,947,658 and indirect costs increase by \$34,633.

Budget Modification CFS#14 includes these changes:

(1) Director's Office increases pass through expenditures for: Local Administration \$21,186.

(2) Division Management increases pass through expenditures for: Local Administration \$63,558; Case Management Services \$493,346; and Special Projects-Regional Training \$41,806.

(3) Vocational Services increases pass through expenditures for: Transportation Services \$528,082; Employment & Alternative Services \$247,746; and High School Transitions \$4,369.

(4) Residential Services increases pass through expenditures for: Residential Services \$2,165,448; Supported Living Services \$248,777; and Rent Subsidies \$22,292. Pass through expenditures are decreased by \$4,195 for Semi-independent Living Services.

(5) Specialized Services increases pass through expenditures for: Diversion Services \$52,615; and Family Support Services \$1,582,897.

Budget Modification CFS#14 increases service reimbursement from the Federal/State Fund to General Fund by \$34,663.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases State Mental Health Grant	\$4,947,658
Increases CGF Indirect Support	\$34,633
Increase Svs Reim F/S to General Fund	\$34,633
TOTAL	\$5,016,924

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____

(Specify Fund)

AFTER THIS MODIFICATION: \$ _____

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS#14

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/	Subtotal	Description
1			156	010	0111			6060	1,512,017	1,533,203	21,186		Pass Through
2			156	010	0111			7100	125,963	126,111	148		Indirect Costs @ .7%
3												21,334	Org 0111 Subtotal
4													
5			156	010	1501			6060		598,710	598,710		Pass Through
6			156	010	1501			7100	95,357	99,548	4,191		Indirect Costs @ .7%
7												602,901	Org 1501 Subtotal
8													
9			156	010	1510			6060	9,641,860	10,421,787	779,927		Pass Through
10			156	010	1510			7100	94,311	99,770	5,459		Indirect Costs @ .7%
11												785,386	Org 1510 Subtotal
12													
13			156	010	1520			6060	21,658,587	24,090,910	2,432,323		Pass Through
14			156	010	1520			7100	235,744	252,770	17,026		Indirect @ .7%
15												2,449,349	Org 1570 Subtotal
16													
17			156	010	1570			6060	872,786	1,988,298	1,115,512		Pass Through
18			156	010	1570			7100	81,208	89,017	7,809		Indirect @ .7%
19												1,123,321	Org 1570 Subtotal
20													
21			100	010	9130			7608			34,633	34,633	Cash Transfer
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											5,016,924	5,016,924	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#14

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agenc	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase	Subtotal	Description
1			156	010	0111			2605	343,607	364,793	21,186		SMHD LA
2			156	010	0111			7601	552,590	552,738	148		CGF Indirect
3												21,334	Org 0111 Subtotal
4													
5			156	010	1501			2605	809,705	1,408,415	598,710		SMHD LA 01, DD 48, DD48, DD57
6			156	010	1501			7601	1,017,010	1,021,201	4,191		CGF Indirect
7												602,901	Org 1501 Subtotal
8													
9			156	010	1510			2605	9,753,709	10,533,636	779,927		SMHD DD 53, DD 54, D90
10			156	010	1510			7601	176,711	182,170	5,459		CGF Indirect
11												785,386	Org 1510 Subtotal
12													
13			156	010	1520			2605	22,300,969	24,733,292	2,432,323		SMHD DD45,DD47,DD50,DD51,DD56
14			156	010	1520			7601	235,744	252,770	17,026		CGF Indirect
15												2,449,349	Org 1520 Subtotal
16													
17			156	010	1570			2605	1,335,070	2,450,582	1,115,512		SMHD DD 44, DD49
18			156	010	1570			7601	283,183	290,992	7,809		CGF Indirect
19												1,123,321	Org 1570 Subtotal
20													
21			100	075	7410			6602			34,633	34,633	Svs Reim F/S to General Fund
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											5,016,924	5,016,924	GRAND TOTAL



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 4, 1999

SUBJECT: Budget Modification CFS14

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS14. This modification for the Department makes adjustments to bring the budget in line with the actual revenue agreement with the State Mental Health and Developmental Disabilities (MHDDSD) Services Division.

II. BACKGROUND ANALYSIS: This "housekeeping" budget modification increases the Department's budget by the most current amendment to the State MHDDSD intergovernmental agreement. This modification reflects all changes through Plan Amendment Approval Form (PAAF) #100 and increases the department's budget by a net amount of \$4,947,658.

III. FINANCIAL IMPACT: Budget Modification CFS14 increases State MHDDSD revenue in the Director's Office by \$21,186; and for the Developmental Disabilities Services Division Management by \$598,710; Vocational Services \$779,927; Residential Services \$2,432,323; and Specialized Services \$1,115,512. General Fund Indirect Support and Service Reimbursement from Federal/State Fund to General Fund are both increased by \$34,663.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: LES WALKERPHONE: 26777

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS15 adjusts the budget for Target Cities Evaluation Services to bring the budget in line with the actual revenue agreement and program expenditures.

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?

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

Budget Modification CFS15 increases the Department's budget by \$575,303 to reflect a one-time-only extension of the Target Cities Grant for Evaluation Services. In the Operations Division, personal services increase by \$275,135 and FTE's are increased by 5.40 to bring the FTE's to full time. Contractual services increase by \$211,744 for system enhancement and maintenance, data export/import procedure development, intra-system tracking, and external evaluation review. Materials & supplies increase by \$59,125 and indirect costs increase by \$54,457.

Budget Modification CFS15 decreases the budget for the Behavioral Health Division by \$25,158. Personal services are reduced by \$23,074 to bring the budget in line with actual expenditures. Material and supplies are increased by \$16,428 to cover building management costs and supplies. The reduction in contractual services corrects the budget by transferring the expenditures for program evaluation to the Operations Division. Indirect costs are reduced by \$1,195.

Budget Modification CFS15 increases service reimbursements from the Fed/State Fund to the General Fund by \$53,262 and to the Insurance Fund by \$29,207.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase State MHDDSD Target Cities	\$575,303
Increase Svc Reimbursement F/S to General Fund	\$53,262
Increase Svc Reimbursement F/S to Insurance Fund	\$29,207
Increase Svc Reimbursement F/S to Fleet Fund	\$616
Increase Svc Reimbursement F/S to Telephone Fund	\$1,608
Increase Svc Reimbursement F/S to Distribution Fund	\$426,197
Increase Svs Reimbursement F/S to Facilities Fund	\$23,484
TOTAL	\$689,980

BOARD OF
 COUNTY COMMISSIONERS
 99 JUN 16 PM 1:55
 MULTNOMAH COUNTY
 OREGON

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

GENERAL
 (Specify Fund)

Fund Contingency BEFORE THIS MODIFICATION (as of 6/16/99): \$ 2,921,797
 AFTER THIS MODIFICATION: \$ 2,975,059

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS15

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

[illegible]

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.

[illegible]

BUDGET MODIFICATION NO. CFS15

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	0127			5100	151,727	148,230	(3,497)		Permanent
3			156	010	0127			5500	35,837	36,273	436		Salary Related
4			156	010	0127			5550	18,289	17,829	(460)		Insurance Benefits
5			156	010	0127			6110	93,000	205,390	112,390		Professional Services
6			156	010	0127			6120	1,656	1,242	(414)		Printing
7			156	010	0127			6190	56,840	54,773	(2,067)		Maintenance Contracts
8			156	010	0127			6230	6,400	9,800	3,400		Supplies
9			156	010	0127			6310	24,800	25,656	856		Education & Training
10			156	010	0127			6330	1,578	1,183	(395)		Local Travel
11			156	010	0127			7100	44,818	58,148	13,330		Indirect Costs @ 10.98%
12			156	010	0127			7150	2,613	3,407	794		Telephone
13			156	010	0127			7300	306	229	(77)		Motor Pool
14			156	010	0127			7400	11,256	21,917	10,661		Building Management
15			156	010	0127			7560	916	687	(229)		Distribution/Postage
16												134,728	Org 0127 Subtotal
17													
18			156	010	1671			5100	109,447	105,193	(4,254)		Permanent
19			156	010	1671			5500	29,683	27,634	(2,049)		Salary Related
20			156	010	1671			5550	11,234	10,213	(1,021)		Insurance Benefits
21			156	010	1671			6060	60,000	46,032	(13,968)		Pass Through
22			156	010	1671			6110	169,000	165,651	(3,349)		Professional Services
23			156	010	1671			6120	1,300	4,307	3,007		Printing
24			156	010	1671			6170	900	513	(387)		Rentals
25			156	010	1671			6180	0	165	165		Repairs/Maintenance
26			156	010	1671			6200	100	82	(18)		Postage
27			156	010	1671			6230	25,500	29,689	4,189		Supplies
28			156	010	1671			6310	8,676	7,473	(1,203)		Education & Training
29			156	010	1671			6330	3,000	2,251	(749)		Local Travel
30			156	010	1671			6620	450	659	209		Dues & Subscriptions
31			156	010	1671			7100	45,481	45,775	294		Indirect Costs @ 10.98% & .7%
32			156	010	1671			7150	8,323	4,980	(3,343)		Telephone
33			156	010	1671			7300	855	1,430	575		Motor Pool
34			156	010	1671			7400	25,100	36,559	11,459		Building Management
35			156	010	1671			7560	1,300	1,639	339		Distribution/Postage
36												(10,104)	Org 1671 Subtotal
37													
38			156	010	1672			5100	568,371	553,541	(14,830)		Permanent
39			156	010	1672			5500	132,929	132,347	(582)		Salary Related
40			156	010	1672			5550	88,375	88,037	(338)		Insurance Benefits
41			156	010	1672			6330	0	478	478		Local Travel
42			156	010	1672			7100	86,706	85,217	(1,489)		Indirect Costs @ 10.98%
43			156	010	1672			7150	0	1,707	1,707		Telephone
44												(15,054)	Org 1672 Subtotal
45													
46													
47													
48													
									109,570	109,570			GRAND TOTAL

BUDGET MODIFICATION NO15

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

[illegible]

BUDGET MODIFICATION NO. CFS15

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	0127			2140	113,249	247,977	134,728		Target Cities
3												134,728	Org 0127 Subtotal
4													
5			156	010	1671			2140	207,837	197,733	(10,104)		Target Cities
6												(10,104)	Org 1671 Subtotal
7													
8			156	010	1672			2140	219,095	204,041	(15,054)		Target Cities
9												(15,054)	Org 1672 Subtotal
10													
11			156	010	1673			2140	344,351	810,084	465,733		Target Cities
12												465,733	Org 1673 Subtotal
13													
14			100	075	7410			6602			53,262	53,262	Svs Reim F/S to Gen Fund
15			400	070	7522			6602			29,207	29,207	Svs Reim F/S to Ins Fund
16			401	030	5905			6602			616	616	Svs Reim F/S to Fleet Fund
17			402	070	7990			6602			1,608	1,608	Svs Reim F/S to Tele Fund
18			404	030	5950			6602			197	197	Svs Reim F/S to Distribution
19			410	030	5630			6602			23,484	23,484	Svs Reim F/S to Facilities
20													
21													
22													
23													
24													
25													
26													
27													
28													
29													
30													
31													
32													
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39													
40													
41													
42													
43													
44													
45													
46													
47													
48													
											583,677	583,677	GRAND TOTAL



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 8, 1999

SUBJECT: Budget Modification CFS15

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS15. This modification adjusts the budget for Target Cities Evaluation Services to bring the budget in line with the actual revenue agreement and program expenditures.

II. BACKGROUND ANALYSIS: Budget Modification CFS15 increases the Department's budget by \$575,303 to reflect a one-time-only extension of the Target Cities Grant for Evaluation Services. These funds were not included in the Department's budget for FY99.

III. FINANCIAL IMPACT: Budget Modification CFS15 adjust the Department's budget in the following ways:

1. In the Operations Division, personal services increase by \$275,135 and FTE's are increased by 5.40 to bring the FTE's to full time. Contractual services increase by \$211,744 for system enhancement and maintenance, data export/import procedure development, intra-system tracking, and external evaluation review. Materials & services increase by \$59,125 and indirect costs increase by \$54,457.
2. The budget for the Behavioral Health Division by \$25,158. Personal services are reduced by \$23,074 to bring the budget in line with actual expenditures. Material and supplies is increased by \$16,428 to cover building management costs and supplies. The reduction in contractual services corrects the budget by transferring the expenditures for program evaluation to the Operations Division. Indirect costs are reduced by \$1,195.
3. Increases service reimbursements from the Fed/State Fund to the General Fund by \$53,262 and to the Insurance Fund by \$29,207.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: LES WALKERPHONE: 26777

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS16 adjusts expenditures and revenue to program budgets in the Division of Community Programs & Partnerships to bring the budget in line with actual revenue agreements.

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?

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

Budget Modification CFS16 adjusts revenue in the Division of Community Program and Partnerships to reflect actual grant amounts and intergovernmental revenue agreements. The net increase for the Department is \$2,365,368. Pass through expenditure increase by \$2,365,368 and indirect costs increase by \$11,069.

Changes in revenue included in this modification include: 1) \$834,856 Oregon Housing Community Service Department's Notice of Award #007 for housing and energy assistance; 2) \$48,220 City of Portland Omnibus and Block by Block revenue agreements for housing and energy assistance; 3) \$878,767 CDBG grant revenue for public works and facility based programs; 4) \$104,055 Oregon Commission on Children and Families prevention services; 5) \$485,500 Dept. of Human Resources funding \$250,000 for East County housing stabilization services to low-income residents and \$185,500 for Step into Safety providing services to domestic violence survivors; and 6) \$63,970 SIP from funds remaining FY 1999 allocation.

Budget Modification CFS16 reallocates \$87,440 in salary savings accrued from vacant positions in the Division and will be used for additional materials & supplies and the purchase of a van for the Family Resource Center.

Budget Modification CFS16 increase County General Fund indirect support by \$11,069. Changes to service reimbursements from Fed/State Fund include \$11,069 increase to General Fund and \$7,870 decrease to the Insurance Fund.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Net Change in Program Revenue (See Attachment A for detail)	2,365,368
Increase County General Fund Indirect Support	11,069
Increase Service Reimbursement Fed/State to General Fund	11,069
Decrease Service Reimbursement Fed/State to Insurance Fund	(7,870)
TOTAL	2,379,636

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 2:21
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

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

Originated By:

Date:

M Waddell

6/10/99

Department Director:

Date:

John Boef

6/10/99

Plan / Budget Analyst:

Date:

Michael D. Jones

6/14/99

Employee Services:

Date:

Board Approval:

Date:

RECORDS CLERK 6/24/99

BUDGET MODIFICATION NO. CFS16

5. **ANNUALIZED PERSONNEL CHANGE** (Change on a full-year basis even though this action affects only a part of the fiscal year (FY).

		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSUR	TOTAL
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0.00	TOTAL ANNUALIZED CHANGES	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			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
n/c	Division salary savings to due vacancies of CFS Manager, and CFS Supervisor		(64,705)	(14,865)	(7,870)	(87,440)
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
0.00	TOTAL CURRENT FISCAL YEAR CHANGES		(64,705)	(14,865)	(7,870)	(87,440)

Budget Modification
CFS16

HUD CDBG	\$878,767
HUD CDBG PDX	\$940
CSBG	(\$15,896)
LIEAP Energy	\$462,445
LIEAP Weatherization	\$125,462
DHR Adult & Family Services	\$435,500
US DOE Weatherization	\$51,441
City Emergency Services Grant	\$17,200
CCFG/CCDBG	\$4,029
Youth Investment	\$12,430
JSA	\$28,264
SRI	\$6,886
SHAP	\$144,889
Great Start	\$52,446
EHA	\$66,515
City of Portland Funds	\$29,829
HAP/PDX/Pilot	(\$2,749)
City Utility/BBB	\$3,000
SIP	\$63,970

NET CHANGE IN PROGRAM REVENUE \$2,365,368

NET CHANGE IN CGF INDIRECT SUPPORT \$11,069

TOTAL NET CHANGE \$2,376,437

BUDGET MODIFICATION NO. CFS16

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1101			5100	389,510	324,805	(64,705)		Permanent: Salary Savings
3			156	010	1101			5300	0	3,000	3,000		Overtime
4			156	010	1101			5400	0	8,800	8,800		Premium Pay
5			156	010	1101			5500	88,576	73,711	(14,865)		Fringe: Salary Savings
6			156	010	1101			5550	49,930	42,060	(7,870)		Insurance: Salary Savings
7			156	010	1101			6120	22,361	25,361	3,000		Printing
8			156	010	1101			6140	0	40	40		Communications
9			156	010	1101			6170	1,106	2,206	1,100		Rentals
10			156	010	1101			6310	10,170	31,670	21,500		Education & Training
11			156	010	1101			7100	98,726	93,236	(5,490)		Indirect @ 10.98%
12			156	010	1101			8400	0	50,000	50,000		Equipment: Van
13												(5,490)	Org 1101 Subtotal
14													
15			156	010	1111			6060	1,274,583	1,304,583	30,000		Pass Through
16			156	010	1111			7100	13,697	13,907	210		Indirect @ .7%
17												30,210	Org 1111 Subtotal
18													
19			156	010	1112			6060	2,335,367	2,365,196	29,829		Pass Through
20			156	010	1112			7100	32,420	32,629	209		Indirect @ .7%
21												30,038	Org 1112 Subtotal
22													
23			156	010	1121			6060	2,819,955	3,099,459	279,504		Pass Through
24			156	010	1121			7100	31,820	33,777	1,957		Indirect @ .7%
25												281,461	Org 1121 Subtotal
26													
27			156	010	1130			6060	1,644,968	1,830,468	185,500		Pass Through
28			156	010	1130			7100	17,990	19,289	1,299		Indirect @ .7%
29												186,799	Org 1130 Subtotal
30													
31			156	010	1140			6060	2,339,392	2,981,740	642,348		Pass Through
32			156	010	1140			7100	70,899	75,395	4,496		Indirect @ .7%
33												646,844	Org 1140 Subtotal
34													
35			156	010	1150			6060	3,545,690	4,634,822	1,089,132		Pass Through
36			156	010	1150			7100	53,929	61,553	7,624		Indirect @ .7%
37												1,096,756	Org 1150 Subtotal
38													
39			156	010	1162			6060	2,091,865	2,191,836	99,971		Pass Through
40			156	010	1162			7100	26,115	26,815	700		Indirect @ .7%
41												100,671	Org 1162 Subtotal
42													
43			156	010	1163			6060	308,407	317,491	9,084		Pass Through
44			156	010	1163			7100	7,870	7,934	64		Indirect @ .7%
45												9,148	Org 1163 Subtotal
46													
47													
48													
										2,373,257		2,373,257	GRAND TOTAL

BUDGET MODIFICATION NO. CFS16

EXPENDITURES

BUDGET MODIFICATION NO. CFS16

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1101			7601	98,726	93,236	(5,490)		CGF Indirect
3												(5,490)	Org 1101 Subtotal
4													
5			156	010	1111			7601	931,908	961,908	30,000		CGF Subsidy
6			156	010	1111			7601	8,359	8,569	210		CGF Indirect
7												30,210	Org 1111 Subtotal
8													
9			156	010	1112			2719	268,588	298,417	29,829		City of PDX
10			156	010	1112			7601	29,308	29,517	209		CGF Indirect
11												30,038	Org 1112 Subtotal
12													
13			156	010	1121			2025	12,119	12,519	400		HUD/CDBG/PDX
14			156	010	1121			2071	626,003	610,107	(15,896)		CSBG
15			156	010	1121			2338	0	250,000	250,000		DHR/AFS
16			156	010	1121			2448	417,453	467,453	50,000		EHA
17			156	010	1121			4900	0	(5,000)	(5,000)		Misc. Chgs/Recv
18			156	010	1121			7601	31,886	33,843	1,957		CGF Indirect
19												281,461	Org 1121 Subtotal
20													
21			156	010	1130			2338	0	185,500	185,500		DHR/AFS
22			156	010	1130			7601	17,990	19,289	1,299		CGF Indirect
23												186,799	Org 1130 Subtotal
24													
25			156	010	1140			2072	1,645,786	2,108,231	462,445		LIEAP Energy
26			156	010	1140			2073	436,321	561,783	125,462		LIEAP Wx
27			156	010	1140			2090	212,290	263,731	51,441		US DOE Wx
28			156	010	1140			2798	117,000	120,000	3,000		City Utility/Block by Block
29			156	010	1140			7601	70,899	75,395	4,496		CGF Indirect
30												646,844	Org 1140 Subtotal
31													
32			156	010	1150			2020	1,160,944	2,039,711	878,767		HUD/CDBG
33			156	010	1150			2025	17,241	17,781	540		City of PDX HUD/CDBG
34			156	010	1150			2097	0	17,200	17,200		City ESGP
35			156	010	1150			2394	182,160	327,049	144,889		SHAP
36			156	010	1150			2448	120,519	137,034	16,515		EHA
37			156	010	1150			2795	320,787	318,038	(2,749)		HAP/PDX/Pilot
38			156	010	1150			6643	114,000	177,970	63,970		SIP
39			156	010	1150			7601	519,392	489,392	(30,000)		CGF Subsidy
40			156	010	1150			7601	53,929	61,553	7,624		CGF Indirect
41												1,096,756	Org 1150 Subtotal
42													
43			156	010	1162			2149	76,683	89,113	12,430		Youth Investment
44			156	010	1162			2312	204,648	232,912	28,264		JSA
45			156	010	1162			2317	71,268	78,154	6,886		SRI
46			156	010	1162			2398	69,077	121,468	52,391		Great Start
47			156	010	1162			7601	18,789	19,489	700		CGF Indirect
48												100,671	Org 1162 Subtotal
										2,367,289		2,367,289	GRAND TOTAL

BUDGET MODIFICATION NO. CFS16

REVENUES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

[illegible]



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 8, 1999

SUBJECT: Budget Modification CFS16

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS16. This modification adjusts expenditures and revenue to program budgets in the Division of Community Programs & Partnerships to bring the budget in line with actual revenue agreements.

II. BACKGROUND ANALYSIS: Budget Modification CFS16 adjusts the Department's budget to reflect changes to the Oregon Housing & Community Services Department Notice of Award, City of Portland Intergovernmental Revenue Agreement, and makes several "housekeeping" adjustments to recognize additional revenue. The net increase for the Department is \$2,365,368. Pass through expenditure increase by \$2,365,368 and indirect costs increase by \$11,069.

III. FINANCIAL IMPACT: Budget Modification CFS16 increase revenue for the following:

- 1) \$834,856 Oregon Housing Community Service Department's Notice of Award #007 for housing and energy assistance;
- 2) \$48,220 City of Portland Omnibus and Block by Block revenue agreements for housing and energy assistance;
- 3) \$878,767 CDBG grant revenue for public works and facility based programs;
- 4) \$104,055 Oregon Commission on Children and Families prevention services;
- 5) \$485,500 Dept. of Human Resources funding \$250,000 for East County housing stabilization services to low-income residents and \$185,500 for Step into Safety providing services to domestic violence survivors; and
- 6) \$63,970 SIP from funds remaining FY 1999 allocation.

Budget Modification CFS16 reallocates \$87,440 in salary savings accrued from vacant positions in the Division and will be used for additional materials & supplies and the purchase of a van for the Family Resource Center. Budget Modification CFS16 increase County General Fund indirect support by \$11,069. Changes to service reimbursements from Fed/State Fund include \$11,069 increase to General Fund and \$7,870 decrease to the Insurance Fund.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

BUDGET MODIFICATION NO.

CFS#17

(For Clerk's Use) Meeting Date:

JUN 24 1999

Agenda No.:

C-15

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILY SERVICES**DIVISION: **N/A**CONTACT: **LES WALKER**PHONE: **26777**

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS#17 to increase the Department's budget by ~~\$400,293~~ ^{plus} by recognizing revenue for additional contractual services, material and supplies, and temporary staff in the Behavioral Health Division.

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

Budget Modification CFS17 adjusts the budget of the Behavioral Health Division by recognizing revenue to fund additional contractual services and changes to program staffing. Increases in expenditures include \$18,027 for temporary personal services for DUII billings for client evaluations; \$256,743 in professional services for interpreter services, gambling assessment and treatment, and alcohol and drug abuse prevention. Pass through services increase by 175,172 for sobering, youth chemical dependency outpatient, and a community health nurse. Materials and supplies are increased by \$18,555. Capital expenditures increase by \$10,000 for a movable file system and a chart room. Indirect costs increase by \$31,285.

Budget Modification CFS 17 reallocates \$95,529 in salary savings in Information Services budget to purchase a database server to support the data warehouse and Y2K. Indirect costs decrease by \$10,489.

Budget Modification CFS#17 increases County General Fund Indirect Support by \$20,796. Service reimbursement from Federal/State Fund to General Fund increase of \$20,796. Service reimbursement from Federal/State Fund to Insurance Fund decrease of \$7,716.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Target Capacity Enhancement	\$150,000
Increase Video Lottery	\$68,355
Increase Local 2145	\$98,306
Increase Head Start funds	\$4,800
Increase DUII Evaluation Fees	\$45,000
Increase DUII Victim's Panels Fees	\$12,236
Increase Anne E. Casey Foundation	\$99,800
Increase County General Fund Indirect Support	\$20,796
Increase Svs Reimb Federal/State to General Fund	\$20,796
Decrease Svs Reimb Federal/State to Insurance	(\$7,716)

TOTAL \$ 512,373

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

Fund Contingency BEFORE THIS MODIFICATION (as of _____): \$ _____

(Specify Fund)

AFTER THIS MODIFICATION: \$ _____

Originated By:

M Waddell

Date:

6/10/99

Department Director:

John Goetz

Date:

6/10/99

Plan / Budget Analyst:

Michael D. Goss

Date:

6/15/99

Employee Services:

Date:

Board Approval:

Deborah C. Coates

Date:

6/24/99

BUDGET MODIFICATION NO. CFS #17

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	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
			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	ORG	JCN	POSITION TITLE	EXPLANATION	FTE	BASE PAY	FRINGE	INSUR	TOTAL
156	1641	6021	Temporary Office Assitant 2			13,514	1,929	2,584	18,027
			TOTAL CURRENT FISCAL YEAR CHANGES		0.00	13,514	1,929	2,584	18,027

BUDGET MODIFICATION NO. CFS#17

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1			156	010	0128			5100	457,405	400,256	(57,149)		Permanent
2			156	010	0128			5500	107,457	79,377	(28,080)		Salary-Related Expenses
3			156	010	0128			5550	62,117	51,817	(10,300)		Insurance Benefits
4			156	010	0128			7100	103,525	93,036	(10,489)		Indirect Costs @ 10.98%
5			156	010	0128			8400	28,131	123,660	95,529		Capital
6												(10,489)	Org 0128 Subtotal
7													
8													
9			156	010	1611			6110	107,231	335,756	228,525		Professional Services
10			156	010	1611			6230	51,771	66,771	15,000		Supplies
11			156	010	1611			8400	0	10,000	10,000		Capital
12			156	010	1611			7100	160,669	185,260	24,591		Indirect Costs @ 10.98%
13												278,116	Org 1611 Subtotal
14													
15			156	010	1630			6110	42,620	47,420	4,800		Professional Services
16			156	010	1630			7100	262,387	262,914	527		Indirect Costs @ 10.98%
17												5,327	Org 1630 Subtotal
18													
19			156	010	1641			5200	6,903	20,417	13,514		Temporary
20			156	010	1641			5500	82,908	84,837	1,929		Salary-Related Expenses
21			156	010	1641			5550	65,466	68,050	2,584		Insurance Benefits
22			156	010	1641			6110	32,149	55,567	23,418		Professional Services
23			156	010	1641			6230		1,480	1,480		Supplies
24			156	010	1641			6310		100	100		Education & Training
25			156	010	1641			7150		282	282		Telephone
26			156	010	1641			7400		1,626	1,626		Building Management
27			156	010	1641			7560		67	67		Distribution/Postage
28			156	010	1641			7100	60,931	65,872	4,941		Indirect Costs @ 10.98%
29												49,941	Org 1641 Subtotal
30													
31			156	010	1661			6060	8,759,170	8,934,342	175,172		Pass Through
32			156	010	1661			7100	71,405	72,631	1,226		Indirect Costs @ .7%
33												176,398	Org 1661 Subtotal
34													
35			100	010	9130			7608			20,796	20,796	Cash Transfer
36			400	070	7522			6580			(7,716)	(7,716)	Insurance
37			402	070	7990			6140			282	282	Telephone
38			410	030	5630			6230			1,626	1,626	Building Management
39			404	030	5950			6200			67	67	Distribution
40													
41													
42													
43													
44													
45													
46													
47													
48													
											514,348	514,348	GRAND TOTAL

REVENUES

Budget Fiscal Year: 98/99

06/15/99



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 8, 1999

SUBJECT: Budget Modification CFS17

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS17. This modification adjusts the budget by recognizing revenue to fund additional contractual services, temporary personnel, and materials and supplies in the Behavioral Health Division.

II. BACKGROUND ANALYSIS: Budget Modification CFS17 increases the Department's budget by \$499,293 to reflect actual grant awards and intergovernmental revenue agreements. This modification also makes "housekeeping" adjustments based on current year expenditure projections.

III. FINANCIAL IMPACT: Budget Modification CFS17 adjusts the Department's budget in the following ways:

1. Behavioral Health Division's budget increases temporary personal services by \$18,027 for DUII billings for client evaluations. Professional services increase by \$256,743 for interpreter services, gambling assessment and treatment; and alcohol and drug abuse prevention. Pass through services increase by \$175,172 for sobering, youth chemical dependency outpatient, and a community health nurse. Materials and supplies are increased by \$18,555. Capital expenditures increase by \$10,000 for a movable file system and a chart room. Indirect costs increase by \$31,285
2. Information Services budget includes a reallocation of \$95,529 in salary savings to purchase a database server to support the data warehouse and Y2K. Indirect costs decrease by \$10,489.
3. County General Fund Indirect Support and Service Reimbursement from Federal/State Fund to General Fund are both increased by \$20,796. Service Reimbursement from Federal/State Fund to Insurance Fund is increased by \$7,716.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILY SERVICESDIVISION: N/ACONTACT: LES WALKERPHONE: 26777

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

KATHY TINKLE/MIKE WADDELLSUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)**Budget Modification CFS18 to transfer \$93,376 County General Fund to the Health Department for Teen Connections.**

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

Budget Modification CFS18 corrects an error in the Adopted Budget that allocated \$93,376 of Student Retention Initiative (SRI) to the Health Department. This modification corrects the error by transferring \$93,376 of County General Fund from CFS to the Health Department instead of SRI revenue.

Budget Modification CFS18 transfers \$93,376 of County General Fund to the Health Department for the Teen Connections by reducing pass through in CFS by \$92,726 and indirect costs by \$650.

BOARD OF
 COUNTY COMMISSIONERS
 99 JUN 16 PM 5:59
 MULTNOMAH COUNTY
 OREGON

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Decrease SRI Revenue in Health Department

(\$93,376)

TOTAL (\$93,376)

4. CONTINGENCY STATUS [to be completed by Budget & Planning]

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

Originated By:

Date:

Department Director:

Date:

Plan / Budget Analyst:

Date:

Employee Services:

Date:

Board Approval:

Date:

BUDGET MODIFICATION NO. CFS#18

EXPENDITURES

TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agency	Org	Activity	Report Categor	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
1													
2			156	010	1162			6060			(92,726)		Pass Through Teen Connect
3			156	010	1162			7100			(650)		Indirect @ .7%
4												(93,376)	Org 1162 Subtotal
5													
6			100	010	9130			7608			(93,376)	(93,376)	Cash Transfer
7			100	015	9130			7608			93,376	93,376	Cash Transfer
8													
9													
10													
11													
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											(93,376)	(93,376)	GRAND TOTAL

BUDGET MODIFICATION NO. CFS#18

REVENUES

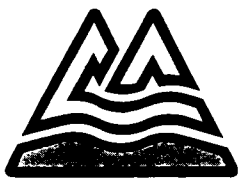
TRANS EB GM

TRANS DATE:

ACCTING PERIOD:

Budget Fiscal Year: 98/99

Line No.	Doc No.	Action	Fund	Agenc	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
1													
2			156	010	1162			7601			(92,726)		CGF Subsidy
3			156	010	1162			7601			(650)		CGF Indirect
4												(93,376)	Org 1162 Subtotal
5													
6			156	015	0485			2312			(93,376)		SRI
7			156	015	0485			7601			92,726		CGF Subsidy
8			156	015	0485			7601			650		CGF Indirect
9												0	Org 0485 Subtotal
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48													
											(93,376)	93,376	GRAND TOTAL



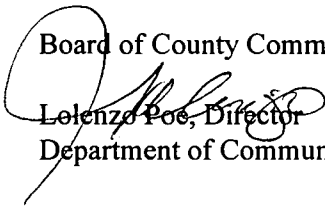
MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

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

DATE: June 16, 1999

SUBJECT: Budget Modification CFS18

I. RECOMMENDATION/ACTION REQUESTED: The Department of Community and Family Services recommends the approval of Budget Modification CFS18 to transfer \$93,376 County General Fund to the Health Department for Teen Connections.

II. BACKGROUND ANALYSIS: Budget Modification CFS18 corrects an error in the Adopted Budget that allocated \$93,376 of Student Retention Initiative (SRI) to the Health Department. This modification corrects the error by transferring \$93,376 of County General Fund from CFS to the Health Department instead of SRI revenue.

III. FINANCIAL IMPACT: Budget Modification CFS18 transfers \$93,376 of County General Fund to the Health Department for the Teen Connections by reducing pass through in CFS by \$92,726 and indirect costs by \$650.

IV. LEGAL ISSUES: N/A

V. CONTROVERSIAL ISSUES: N/A

VI. LINK TO CURRENT COUNTY POLICY: N/A

VII. CITIZEN PARTICIPATIONS: N/A

VIII. OTHER GOVERNMENT PARTICIPATION: N/A

MEETING DATE: JUN 24 1999

AGENDA NO: C-17

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Multnomah County and the Oregon Board of Parole and Post-Prison Supervision

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: June 24, 1999

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Department Community Justice DIVISION: Adult Community Justice

CONTACT: Debbie Persen TELEPHONE #: 248-3202

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement #001048 between the Department of Community Justice and Oregon Board of Parole and Post-Prison Supervision to provide biennial funding in support of a Hearing's Officer.

6/24/99 ORIGINALS to Debbie Persen
SIGNATURES REQUIRED:

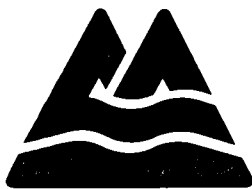
ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Joanne Filer

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

CLERK OF
COUNTY BOARD OF
99 JUN 16 PM 1:57
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners
FROM: Elyse Clawson, Director
Department of Community Justice
DATE: June 10, 1999
SUBJECT: Approval of an Intergovernmental Revenue Agreement between Multnomah County Department of Community Justice and the Oregon Board of Parole and Post-Prison Supervision

I. RECOMMENDATION/ACTION REQUESTED:

Multnomah County Department of Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement between the Department and the Oregon Board of Parole and Post-Prison Supervision to provide funding in support of a Hearing's Officer whose responsibilities include conducting parole and post-supervision violation hearings.

II. BACKGROUND/ANALYSIS:

As a result of Senate Bills 1145 and 156, local control of certain offender populations was assumed by Multnomah County. It is believed and now legislated that communities can do a better job of dealing more effectively with short-term (i.e., less than one year) offenders than a distant institution where the offender is removed from local ties and resources. Additionally, local control allows for a more seamless approach to offender management, maintains an acceptable level of public safety, and improves the likelihood of positive behavioral changes in offenders.

The shift from state to local control has caused an increase in the number of revocation/sanction hearings, thereby creating a need for an additional Hearing's Officer. The Board of Parole and Post-Prison Supervision has agreed to provide funding for a minimum of one Hearing's Officer who will be responsible for conducting parole and post-prison supervision violation hearings in accordance with OAR 255-075 and OAR 291-058, and ORS 144.106, ORS 144.108, ORS 144.343 and 144.346. This agreement will commence July 1, 1999 and run through June 30, 2001.

III. FINANCIAL IMPACT:

The Oregon Board of Parole and Post-Prison Supervision will contribute a biennial amount of \$106,148 (\$53,074 per annum) in support of a Hearing's Officer covering fiscal years 1999/00 and 2000/01.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

Support of a Hearing's Officer addresses current County policies in the following manner:

- Reduces cost to government - The hearings process provides a more expedient and timely method of adjudicating sanctions to offenders and offers alternatives to revocations and/or incarceration, thus reducing the need for expensive and limited jail beds.
- Reduces Recidivism - swift and sure consequences and sanctions impacts behavior and creates a better chance of moderating criminogenic tendencies, behaviors and attitudes thereby contributing to and encouraging pro-social behaviors.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department works jointly with the Oregon Parole and Post-Supervision Board as well as the Oregon Department of Corrections.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

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

Contract #: 0010748

Amendment #:

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 per Fiscal Year</p> <p><input type="checkbox"/> Expenditure</p> <p><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p><input type="checkbox"/> Expenditure</p> <p><input checked="" type="checkbox"/> Revenue</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-17</u> DATE <u>6/24/99</u></p> <hr/> <p align="center">DEB BOGSTAD BOARD CLERK</p>
---	---	---

Department: Department of Community Justice

Division: Juvenile Justice/RMS

Date: 6/10/99

Originator: Jim Rood

Phone: x85038

Bldg/Rm: 311/DCJ

Contact: Debbie Persen

Phone: X83202

Bldg/Rm: 311/DCJ

Description of Contract: *This intergovernmental revenue agreement renewal between the Department and the Oregon Board of Parole and Post-Prison Supervision will continue to provide funding in support of a Hearing's Officer. The Hearing's Officer will be responsible for conducting parole and post-prison violation, revocation, sanction hearings in accordance with the established OAR's and ORS's governing these types of judicial processes. This biennium agreement covers the fiscal period July 1, 1999 through June 30, 2001.*

RENEWAL: ☒ PREVIOUS CONTRACT #(S) 700638

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	Oregon Board of Parole and Post-Prison Supervision		Remittance address		
Address	2575 Center Street, NE		(If different)		
	Salem, OR 97310-0470				
Phone	(503) 945-0919 (Jim Ecklund)		Payment Schedule / Terms		
Employer ID# or SS#			<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt	
Effective Date	July 1, 1999		<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30	
Termination Date	June 30, 2001		<input type="checkbox"/> Other \$	<input type="checkbox"/> Other	
Original Contract Amount \$	106,148		<input type="checkbox"/> Requirements Not to Exceed \$		
Total Amt of Previous Amendments \$			Encumber	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Amount of Amendment \$					
Total Amount of Agreement \$	106,148				

REQUIRED SIGNATURES:

Department Manager

DATE 6/11/99

Purchasing Manager

DATE

(Class II Contracts Only)

DATE 6/15/99

County Counsel

DATE 6/15/99
DATE 6/24/99

County Chair,

DATE 6/24/99

Sheriff

DATE _____

Contract Administration

DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUN D	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01 99/00	156	022	2228			2334				\$53,074	
02 00/01	156	022	2228			2334				\$53,074	

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
OREGON BOARD OF PAROLE AND
POST-PRISON SUPERVISION
AND

MULTNOMAH COUNTY

Agreement NO. 255-11-99

THIS AGREEMENT, is made and entered into by and between THE STATE OF OREGON, acting by and through its Board of Parole and Post-Prison Supervision, hereinafter referred to as "BOARD"; and Multnomah County, hereinafter referred to as "COUNTY".

RECITALS

1. By the authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, agents have the authority to perform.
2. Under such authority, BOARD wishes to retain the services of COUNTY to conduct parole and post-prison supervision violation hearings as cited below. Payment for said services shall not exceed a maximum amount of \$106,148.00 in state funds.

NOW THEREFORE, the premises being in general as stated in the forgoing recitals, it is agreed by and between the parties as follows:

STATEMENT OF WORK

1. COUNTY shall perform the work described in A.1 ("Services") below. COUNTY agrees to begin the services upon execution of the agreement or July 1, 1999, whichever is later, and to provide the services up through June 30, 2001.

A.1 Description of Services

COUNTY agrees to provide a least one Hearings Officer, acceptable to, and trained and certified by, the BOARD; and COUNTY will be responsible for conducting all parole and post-prison supervision violation hearings arising within its jurisdiction in accordance with OAR 255-075 and OAR 291-058, and ORS 144.106, ORS 144.108, ORS 144.343 and 144.346.

COUNTY agrees to submit electronic reports and records of hearings and sanctions in accordance with the Parole Board Management Information System, and submit written reports and tape recordings of hearings upon request from the BOARD.

2. BOARD's designated representative for this Agreement is Jim Eckland, Executive Director.

CONSIDERATION AND COMPENSATION

- 1 BOARD shall compensate the COUNTY for the services, as defined above, as follows:
 - B.1 In consideration for the services performed, BOARD agrees to pay COUNTY a maximum amount of \$106,148.00. The maximum not-to-exceed amount of \$106,148.00 for the services includes all reimbursable expenses. Therefore, reimbursement for additional expenses is not allowed, unless incurred after the date on which a written amendment authorizing such reimbursement is executed by all parties and approved as required by applicable statutes and rules.
 - B.2 Payments for Services, cited above, shall be made in two (2) equal payments of \$53,074.00 each during January, 2000 and January, 2001.

GENERAL PROVISIONS

1. COUNTY, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers.
COUNTY shall not enter into any subcontracts for any of the work schedule under this agreement without obtaining prior written consent from BOARD.
2. COUNTY agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement. COUNTY agrees that the provision of ORS 279.312, 279.314, 279.320, and 279.555 shall apply to and govern the performance of this agreement.
3. **Governing Law & Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws, rules or doctrines. Any litigation between the BOARD and COUNTY arising out of or related to this agreement shall be brought and maintained only in the Circuit Court of Marion County in Salem, Oregon; provided however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY SIGNATURE, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SUCH COURTS.
4. COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. COUNTY also shall comply with the Americans with Disabilities Act of 1990 (Pub L. No. 101-336) including Title II of the Act, ORS 659.425, and all applicable regulations and administrative rules established pursuant to those laws.
5. COUNTY shall be responsible for all cost and expenses related to its employment of individuals to perform the work under this agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

6. **Access to Records:** For not less than three (3) years after agreement expiration, the BOARD, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the COUNTY which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcripts. COUNTY shall retain all pertinent records until the later of (i) the date that is not less than three years following the agreement expiration date or (ii) the date on which all litigation regarding this agreement is resolved. The COUNTY agrees to provide full access to BOARD in preparation for and during litigation. Copies of applicable records shall be made available upon request.
7. **Funds Available and Authorized:** BOARD reasonably believes at the time of entering into this agreement that sufficient funds are available and authorized for expenditure to finance costs of this agreement within the BOARD's appropriation or limitation.

COUNTY understands and agrees that BOARD's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent on BOARD receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow BOARD, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority, BOARD may terminate this Agreement without penalty or liability to BOARD, effective upon the delivery of written notice to COUNTY, with no further liability to BOARD.

8. **Indemnity and Insurance:** *Except for claims covered under the Professional (hearings officer errors or omissions) Liability Coverage referred to below, COUNTY shall defend, save, and hold harmless the State of Oregon and the BOARD, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of COUNTY or its subconsultants, agents, or employees under this agreement.*

Except for purposes of claims covered under the Professional (hearings officer errors or omissions) Liability Coverage referred to below, the COUNTY'S Hearings Officer(s) is not an officer, employee or agency of the State or BOARD as those terms are used in ORS 30.265.

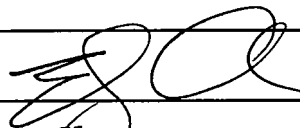
During and within the scope of the performance of professional services provided pursuant to this agreement, the State will provide COUNTY's Hearings Officer, as if he/she were an agent of the State of Oregon, Professional (hearings officer errors or omissions) Liability Coverage within the terms of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Department of Administrative Services Risk Management Division Liability Self-Insurance Policy Manual #125-7-202.

The COUNTY shall promptly report, in writing, any claim and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 155 Cottage Street, NE, Salem, OR 97310. Failure to do so may negate State coverage.

9. **Termination:** a. This agreement may be terminated by written mutual consent of the parties. In addition, this agreement may be terminated by the BOARD by written notice to the COUNTY specifying the termination date of the agreement. The right to terminate shall be exercised in good faith, for any reasonable cause, including but not limited to: (i) BOARD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for COUNTY's Work; (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or BOARD is prohibited from paying for such Work from the planned funding source; (iii) COUNTY no longer holds any license or certificate that is required to perform the Work as set forth above.
- b. COUNTY's timely and accurate performance is of the essence of this agreement. BOARD, by delivering written notice of default, may terminate this agreement, in whole or in part:
- (1) immediately, if the COUNTY fails to provide the services called for in the Statement of Work within the times specified or allowed under this agreement; or
- (2) at any time following a 30-day notice if the 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 delivery of written notice from BOARD, does not correct such failures within 30 calendar days, or such longer period as BOARD may authorize.
- c. Upon receiving a notice of termination, and except as otherwise directed in writing by the BOARD, COUNTY shall immediately cease all activities related to the work.
- d. As directed by the BOARD, COUNTY shall upon termination, deliver to the BOARD all project documents, information, and other property that, if the Agreement had been completed, would be required to be furnished to the BOARD. By COUNTY's signature on this Agreement, COUNTY allows BOARD to use said documents for their intended use.
- e. The rights and remedies of the BOARD provided in the above clauses related to defaults by the COUNTY shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.
10. **Ownership of Work Product.** All work product of COUNTY that results from this Agreement (the "Work Product") is exclusive property of the BOARD. BOARD and COUNTY intend that such Work Product be deemed "work made for hire", COUNTY hereby irrevocably assigns to BOARD all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. COUNTY shall execute such further documents and instruments as BOARD may reasonably request in order to fully vest such rights in BOARD. COUNTY forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of indemnification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 3, 4, 7, 9, 10 and 11 of these General Provisions.
12. **Amendment.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written Agreement signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

By: 
Elyse Clawson
Director, Department of Community Justice

Date: June 7, 99

Agency Address:

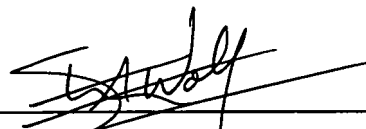
Multnomah Co. Juvenile & Adult Community Justice
1401 NE 68th Ave
Portland, OR 97213

State of Oregon, by and through its
Board of Parole and Post-Prison
Supervision

By: 
Diane M. Rea, Chairperson

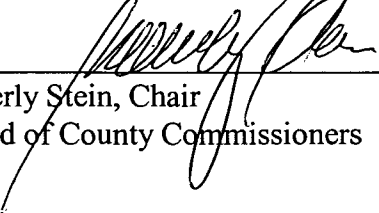
Date: 5/21/99

Reviewed and approved for
legal sufficiency by the
Oregon Department of Justice

By: 
Date: 5-19-1999

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

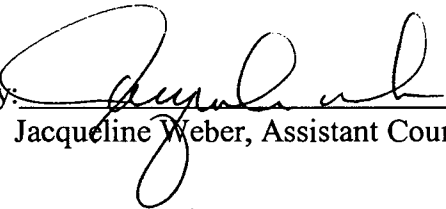
MULTNOMAH COUNTY, OREGON

By: 
Beverly Stein, Chair
Board of County Commissioners

Date: June 24, 1999

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
Jacqueline Weber, Assistant Counsel

Date: 6/15/99

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-17 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 24 1999

AGENDA NO: C-18

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of IGA between Multnomah County Department of Community Justice and the Oregon Youth Authority

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: June 24, 1999

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Department of community Justice DIVISION: Juvenile Justice

CONTACT: Debbie Persen TELEPHONE #: 248-3202

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of an intergovernmental revenue agreement #0010749 between the Department of Community Justice and Oregon Youth Authority to provide biennial funding in support of the Flexible Spending Program.

6/24/99 originals to Debbie Persen

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Eclawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

99 JUN 10 PM 1:52
MULTNOMAH COUNTY
OREGON
CLERK OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners
FROM: Elyse Clawson, Director
Department of Community Justice
DATE: June 14, 1999
SUBJECT: Approval of a Renewal to the Intergovernmental Revenue Agreement between Multnomah County Department of Community Justice and the Oregon Youth Authority

I. RECOMMENDATION/ACTION REQUESTED:

Multnomah County Department of Community Justice recommends the Board's approval of an Intergovernmental Revenue Agreement between the Department and the Oregon Youth Authority to provide funding in support of the Department's Flexible Services Program.

II. BACKGROUND/ANALYSIS:

Beginning in fiscal year 1995/96, the Department implemented a Flexible Services Program which provided services to youth involved with the Diversion and Probation Units as well as State parole youth. At this time, the program was directly funded by County general dollars. The Oregon Youth Authority added funds to this program starting fiscal year 1996/97 and has continued to pass-through dollars in support of this program thereafter.

The Flexible Services Program provides specific and necessary services and goods to adjudicated youth who are either at risk of commitment or recommitment to a Youth Correctional Facility or who are at risk of further penetration into the Juvenile Correctional system. Youth eligible for "flex fund" services may be on probation with Juvenile Justice or in the custody of the Oregon Youth Authority.

The goal of this program is to prevent youth from further escalation into the juvenile justice system with measurable progress to be addressed in the following areas:

- reduction in commitments and revocations

- increased public safety by providing more appropriate services to youth in the community
- decreased self-destructive and criminal behavior/activity and increased pro-social behavior/activity
- increased educational participation of youth

This revenue agreement renewal reflects the continued support from the Oregon Youth Authority for the Flexible Spending Program for fiscal years 1999/00 and 2000/01.

FINANCIAL IMPACT:

The Oregon Youth Authority will contribute a biennial amount of \$308,177.28 (\$154,088.64 per annum) in support of the Flexible Spending Program covering fiscal years 1999/00 and 2000/01.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

Support of a the Flexible Spending Program addresses current County policies of 1) reducing juvenile crime, and 2) increasing high school completion by funding ancillary services and goods not otherwise provided under the primary service programs. Additionally, it affords the flexibility to tailor services and goods to individual client's needs. These all work together towards promoting pro-social behavior, attitudes and activities thereby reducing criminogenic tendencies and actions.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department works jointly with the Oregon Youth Authority.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0010749
Amendment #: _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 per fiscal year <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; border: 1px solid black; padding: 5px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-18</u> DATE <u>6/24/99</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Department of Community Justice Division: Juvenile Justice Date: 6/11/99
 Originator: Bill Morris Phone: 248-3532 Bldg/Rm: 311/JJD
 Contact: Debbie Persen Phone: 248-3202 Bldg/Rm: 311/RMS

Description of Contract: This two-year intergovernmental revenue agreement will provide funding to the Department's Flexible Services Program. Funds are used to provide specific, comprehensive wrap around services to adjudicated youth at risk of commitment or recommitment to the Youth Correctional Facility or at risk of further penetration into the correctional system. Youth eligible for flex fund services may be on probation with DCJ Juvenile Justice or under the custody of OYA.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 700428

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>Oregon Youth Authority</u> Address <u>530 Center Street, Suite 200</u> <u>Salem, OR 97301-3740</u> Phone <u>(503) 731-4971 Ext 236 (Kelly Flowers)</u> Employer ID# or SS# _____ Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2001</u> Original Contract Amount \$ <u>308,177.28</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>308,177.28</u>	Remittance address _____ <i>(If different)</i> _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES:

Department Manager <u>Eclawson/144</u>	DATE <u>6-14-99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/15/99</u>
County Chair <u>[Signature]</u>	DATE <u>6/24/99</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	FY99/00	156	022	2741		2319		SFLX	OYA Cap Mgmt Flex	\$154,088.64	
02	FY00/01	156	022	2741		2319		SFLX	OYA Cap Mgmt Flex	\$154,088.64	

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.



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
CLIENT SERVICES**

State of Oregon
Oregon Youth Authority

Contract Log #: 247

Provider #: _____

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called Department, and **Multnomah County Board of Commissioners**, through its **Juvenile Department**, hereafter called County. Department's Administrator for this Agreement is **Kelly Flowers**.

1. Effective Date and Duration. This Agreement shall become effective on the later of (i) **July 1, 1999** or (ii) the date this Agreement has been signed by every party hereto and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this Agreement shall expire when Department accepts County's completed performance or on **June 30, 2001** whichever date occurs first. Expiration or termination of this Agreement shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any breach of a County warranty or any default or defect in County performance that has not been cured.

2. Statement of Work. The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Agreement. County agrees to perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration.

- a. Department agrees to pay County an amount not to exceed **\$308,177.28** for accomplishing the Work required by this Agreement including any allowable expenses.
- b. Interim payments to County shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Documents. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Agreement less exhibits and attachments, and Exhibits B and A.

5. Independent Contractor- Responsibility for Taxes and Withholding.

- a. County shall perform all required Work as an independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
- b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement declares and certifies that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of County's employing agency (state or federal) would prohibit County's Work under this Agreement. County is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
- c. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. Each party shall be responsible exclusively with respect to their employees for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage and contributions to the Public Employees Retirement System.

6. Subcontracts and Assignment; Successors and Assigns.

- a. County shall not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement, without Department's prior written consent. In addition to any other provisions Department may require, County shall include in any permitted subcontracts under this Agreement a requirement that the subcontractor be bound by Sections 6, 10, 11, 14, 27, 28, 31, and 33, of this Agreement as if the subcontractor were the County. Department's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement. Moreover, approval by the Department of a subcontract shall not result in any obligations or liabilities to the Department in addition to those set forth in this Agreement, including,

without limitation, the agreed rates of payment and total consideration. County shall be solely responsible for any and all obligations owing to the subcontractors.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

7. No Third Party Beneficiaries. Department and County 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.

8. Funds Available and Authorized; Payments.

a. County shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of amounts under this Agreement attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Agreement effective upon written notice to the County without penalty or further liability.

b. Department is obligated to pay County only for work that is performed in accordance with the terms and conditions of this Agreement. Interim payments to County under this Agreement shall not constitute acceptance of the Work.

9. Representations and Warranties.

a. County's Representations and Warranties. County represents and warrants to Department that (1) County has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Agreement will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Agreement that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. County's Limitation of Liability. County's liability with respect to items (5) and (6) of Section 9a. above shall not exceed: (1) twice the total Agreement amount (including any amendments) or (2) \$100,000, whichever is greater.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All work product of County that results from services rendered by County to youth served under this Agreement (the "Work Product") is the exclusive property of Department. Department and County intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", County hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. County forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnification and Insurance:

a. County and Department shall each be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from their respective acts or omissions under this Agreement.

b. Both Department and County shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this Agreement. County may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing. Coverage limits shall be not less than \$500,000 combined single limit per occurrence.

c. The County, its subcontractors, 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 Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

d. To the extent permitted by law, County shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities, obligations, representations or warranties of County or its officers, employees, subcontractors, or agents under this Agreement.

12. Termination.

a. Parties' Right to Terminate For Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.

b. Department's Right To Terminate For Convenience. Department may, in its sole discretion, terminate this Agreement, in whole or in part, upon 60 days notice to County.

c. Department's Right to Terminate For Cause. Department may terminate this Agreement, in whole or in part, immediately upon notice to County, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

(i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for County's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or Department is prohibited from paying for such Work from the planned funding source;

(iii) County no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the County to provide the services required by this Agreement is for any reason denied, revoked, suspended, not renewed or changed in such a way that the County no longer meets requirements for such license or certificate; or

(iv) County commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period of cure as Department may specify in such notice.

d. County's Right to Terminate for Cause. County may terminate this Agreement upon 30 days' notice to Department if Department fails to pay County pursuant to the terms of this Agreement and Department fails to cure such default within 30 business days after receipt of County's notice, or such longer period of cure as County may specify in such notice.

e. Remedies.

(i) In the event of termination pursuant to Sections 12.a, 12.b, 12.c(i), 12.c(ii) or 12.d, County's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and the amount of any claim(s) which

State has against County. If previous amounts paid to County exceed the amount due to County, County shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 12.c(iii) or 12.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 12 (e) (ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that County was not in default under Section 12.c(iii) or 12.c(iv), the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to Section 12.b.

f. County's Tender Upon Termination. Upon receiving a notice of termination of this Agreement, County shall immediately cease all activities under this Agreement, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Agreement, County shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon Department's request, County shall surrender to anyone Department designates, all documents, research or objects or other tangible things necessary or appropriate to complete the Work.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 13 (e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE AGREEMENT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Age Discrimination Act of 1975; (v) the Pro-Children Act of 1994, Pub. L. 103-227, Title X, Pt. C, 108 Stat. 271; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including those set forth in Section 33. Department's performance under this Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555 which are incorporated by reference herein. County shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Agreement, and shall comply with any other standards or criteria described in this Agreement.

16. Force Majeure. Neither Department nor County shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or County, respectively. County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 12, 13, 14, 17, 23, 25, 27, 28 and 31 and any section of this Agreement in which survival is expressly referenced.

18. Time is of the Essence. County agrees that time is of the essence under this Agreement.

19. 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 County or Department at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19. Notwithstanding the foregoing sentence, any notice of termination of this Agreement shall be given by certified 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 shall be deemed to be given when receipt of the transmission is generated by the transmitting machine; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Administrator for this Agreement and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740.

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

21. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

22. Department of Administrative Services Approval. Unless expressly provided otherwise by applicable statutes or rules, the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Agreement or an amendment to this Agreement.

23. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Year 2000 Compliance Notice. In the event County learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, County shall promptly advise Department of such failure.

25. Integration; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Agreement shall not constitute a waiver by Department of that or any other provision.

26. Program Responsibility, Eligibility and Case Planning. The Department, through its field offices, is responsible for determining the nature and extent of and eligibility for service for all youth for whom the Department purchases services under this Agreement. The Department shall assign a staff person to be a liaison with the County. The County agrees to include the assigned Department staff person in making decisions regarding planning for youth, changes in location of each youth, visits by a youth to home or other community settings, and plans for termination of services to each youth. The County agrees to notify the Department staff

person as soon as reasonably possible of any significant events which may alter the services planned, including, but not limited to, a youth's running away or serious illness.

27. Criminal History Checks: The Department has statutory authority to access criminal offender information on all persons having direct contact with Department youth, including relief staff. (ORS 420A.010 (11)).

28. Confidentiality of Information. The use or disclosure by the County and its employees and agents of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

29. County-Client Relationship. The County will establish a system through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Department of all unresolved grievances.

30. Services to Culturally Diverse Youth and Families. Providing equal access to and maximum benefit from services for youth and youth who are members of culturally diverse groups is a priority for the Department. The County shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth.

31 Program Records, Controls, Reports and Monitoring Procedures. The County agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department. The County shall cooperate fully with such reviews.

32. Mandatory Reporting: As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must inform either the State Office for Services to Children and Families (SCF) or a law enforcement agency when they have reasonable cause to believe that any child with whom the Contractor comes in contact has suffered abuse, or that any person with whom the Contractor comes in contact has abused a child. Oregon Law recognizes child abuse to be: physical injury; neglect; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately, but in no case beyond 24-hours from time of awareness of the incident. Contractors are encouraged to contact the local SCF office if any questions arise as to whether or not an incident meets the definition of child abuse or neglect under Oregon Law."

33. Certain Federal Requirements.

33.1 County certifies, to the best of County's knowledge and belief, that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 Agreement, 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, County agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) County shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) County is solely responsible for all liability arising from a failure by County to comply with the terms of this certification. Additionally, to the extent permitted by law, County promises to indemnify Department for any damages suffered by Department as a result of County's failure to comply with the terms of this certification.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to make the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33.2 If the sums payable to County under this Agreement exceed \$100,000, County shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7606 (1995), Section 508 of the Clean Water Act, 33 U.S.C. 1368 (Supp. 1998), Executive Order 11738, 38 Fed. Reg. 25161 (1973), *reprinted in* 42 U.S.C. 7606 nt (1995), and Environmental Protection Agency (EPA) regulations, 40 C.F.R. Chapter 1 (1998), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Department, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).

33.3 County shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871 (1975), as amended.

33.4 If the sums payable to County exceed \$10,000, County shall, to the extent applicable, comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 C.F.R. Part 60 (1997).

33.5 County shall comply with the requirements of Patient Self-Determination Act, 42 C.F.R. pt. 489, subpt. I (1997), and ORS chapter 127, pertaining to advance directives.

33.6 County and any laboratories used by County shall comply with the Clinical Laboratory Improvement Amendments of 1988, Pub. L. 100-578, 102 Stat. 2903 (1988) (42 U.S.C. 201 nt, 263a, 263a nt (1991)) (CLIA) which require that:

All laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

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

33.8 County shall comply with all other applicable federal law.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

Name (tax filing) _____

Address: _____

Tax ID Number: _____

Certification: The individual signing on behalf of County hereby certifies and swears under penalty of perjury: (a) the number shown on this form is County's correct taxpayer identification; (b) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws; (d) County is an independent contractor as defined in ORS 670.600 and (e) the above County data is true and accurate. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By:  Date: 6/24/99

Title: Multnomah County Chair

Mailing Address: 1120 SW Fifth Avenue, Suite 1515

Portland, Oregon 97204-1914

Facsimile: (503) 248-3093

Approved by Department of Administrative Services:

By: N/A Date: _____
Personal Services Contracts Section

Other Required Signature:

By: N/A Date: _____
Authorized Signature

DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Manager of Budget and Contracts


Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740

Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the Attorney General's Office: (Required if total amount owing under the Agreement, as amended, exceeds \$75,000)

By:  Date: 6/7/99
Assistant Attorney General

Reviewed by OYA Contracts Officer:

By:  Date: 6/4/99

DEPARTMENT REVIEW AND APPROVAL

By: E. Clawson/MS
Elyse Clawson, Director
Department of Community Justice

Date: 6/14/99

COUNTY COUNSEL REVIEW AND APPROVAL

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: Jacqueline Weber
Jacqueline Weber, Assistant Counsel

Date: 6/15/99

MULTNOMAH COUNTY CLERK OF THE BOARD

By: Deborah Bogstad

Date: 6/24/99

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-18 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

EXHIBIT A
Intergovernmental Agreement for "wrap around" Services

Contract Number: 247
County: Multnomah

1. STATEMENT OF WORK:

- 1.1. The County agrees to provide youth specific, comprehensive wrap around services for adjudicated youths who are either at risk of commitment or recommitment to a Youth Correctional Facility or who are at risk of further penetration into the Juvenile Correctional system. These youths may be on probation with the County Juvenile Department or in the custody of the Department.
- 1.2. The County's Juvenile Department staff shall be responsible for providing services to youths referred to the County. The services authorized under this Agreement must:
 - a.) be youth specific;
 - b.) provide direct support of the youth's specific Reformation Plan;
 - c.) have prior approval by a designee of the County and at least one of the following Department personnel: parole/probation Supervisor, Diversion Specialist or Juvenile worker. Signatures on the Flexible Services Referral/Plan form, a form that is to be created by mutual agreement between the Department and the County pursuant to subsection 1.3 of this Exhibit, shall indicate prior approval;
 - d.) be utilized only when no other funding sources exist, public or private, for which the youth could qualify;
 - e.) reflect a prudent expenditure of public funds and be within acceptable community norms; and
 - f.) present no threat to public safety.
- 1.3. Before any expenditures can be authorized under this Agreement, the County, in consultation with the Department, shall develop a form titled "Flexible Services Referral/Plan form" that shall be approved by the Department for authorization of services under this Agreement. The form shall reference the contract number under which services are to be reimbursed and state that it does not alter any of the terms of the Agreement. Further, at a minimum the form shall contain the following information:
 - a.) description of the services to be provided, the service provider selected, unit cost, number of units and the total dollar amount of the services being requested;
 - b.) the beginning and ending dates for which the services are to be delivered; and
 - c.) the approval signatures from a designated representative of both the County and the Department.
- 1.4. The goal of the expenditure of funds under this Agreement shall be to prevent the youth from further escalation into the system with measurable progress to be noted including, but not limited to the following areas:

Reduced commitments and revocations of youth who can be safely managed within the community
Increased public safety by providing more appropriate services to youth in the community
Decreased self destructive behavior of youth served
Increased educational participation of youth served
Enhanced community partnerships
- 1.5. The County shall verify that all services it obtains for youths under this Agreement have been provided as specified in the Flexible Service Referral/Plan form. The County may do this verbally or in writing.

- 1.6. The County shall provide the Department, on a monthly basis, a detailed report containing, at a minimum: a listing of all current service plans, the dollar amount of each plan, the amount expended to date on each plan and the plan's estimated completion date. The report shall be sent to Oregon Youth Authority, Kelly Flowers, 123 NE 3rd Suite 105, Portland, OR 97232 in accordance with Department instructions. A copy shall also be sent to Brian Florip, Manager, Community Resources Program, 530 Center St. NE, Suite 200, Salem Or, 97301.
- 1.7. Should a youth receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by this Agreement for that specific youth shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.
- 1.8. The Department agrees that the County may subcontract with a variety of service providers to provide the services required under this Agreement. The County shall develop and submit to the Department for approval a procedure that the County will use for the screening of providers that will deliver services under this Agreement. The County agrees to insure that all subcontractors are adequately insured, and when required by Oregon State law, that it has completed a criminal history check and fingerprinting of the subcontractor's employees.
- 1.9. The County agrees that there will be equal access to these funds for all delinquent youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.
2. CONSIDERATION:
 - 2.1. In consideration of the services provided by the County under this Agreement during the period beginning July 1, 1999 and ending June 30, 2001, the Department, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed \$308,177.28 to be paid on a cost reimbursement basis.
 - 2.2. Department shall reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" is defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with the Office of Management and Budget (OMB) Circular A 122 as revised from time to time.
 - 2.3. The County agrees that the costs reimbursed by the Department for services to youths under this Agreement shall not exceed the costs for comparable services to youths in the same community that are not covered by this Agreement.
 - 2.4. It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any youth served under this Agreement shall be promptly remitted by the County to the Department.
 - 2.5. The County will not impose or demand any fees from any person or agency (other than the Department) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Department.
 - 2.6. If, as a result of County's neglect or misconduct, the Department terminates a youth's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such youth after the date of such termination.
 - 2.7. It is agreed that the not to exceed amount payable under this Agreement may be changed by the Department as a result of Legislative action. The Department shall provide the County with written notice of any such change and amend the Agreement to reflect the change.

- 2.8. The County shall not use the funds provided hereunder to supplant moneys otherwise provided to the County Juvenile Department for services to delinquent youth.
3. PAYMENT:
- 3.1. County shall submit monthly invoices for Work performed for review and approval by the Department. The invoices shall describe the Work performed and the total amount for that month. The invoices shall be prepared on Department's form of invoice which County shall submit to: Oregon Youth Authority, Kelly Flowers, 123 NE 3rd Suite 105, Portland, OR 97232, in accordance with Department's instructions. Payment of any amount under this Agreement shall not constitute approval of the Work. The Department's obligation to pay an invoice is conditioned upon the County providing the Department with the report specified in subsection 1.6 of this Exhibit for the month in which payment is sought.
- 3.2. County shall not submit invoices for, and Department will not pay, any amount in excess of the maximum compensation amount 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. County shall notify Department's Contract Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.
- 3.3. If payments to County by the Department under this Agreement, or under any other agreement between the County and the Department, are made in error or are found by the Department to be excessive under the terms of this Agreement or the other agreement, the Department, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Department to recover the amount of the overpayment. This subsection shall survive expiration or early termination of this Agreement and be fully enforceable thereafter.
- 3.4. County must submit its final invoice to the Department no later than sixty (60) days from the expiration date of this Agreement. The Department shall be under no obligation to pay for services not billed within sixty (60) days from the expiration date of this Agreement.
- 3.5. The Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
 - 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
 - 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Department shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Department may withhold future payments pursuant to 3.3 of this Exhibit and/or terminate this Agreement.
- 3.6. In addition to any other rights accorded to the Department under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.5, 2.8 or 3.5 above, the Department may terminate this Agreement pursuant to Section 12 c.(iv) and invoke any available remedies or may exercise its rights under subsection 3.3 of Exhibit A.

MEETING DATE: JUN 24 1999

AGENDA NO: C-19

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of Revenue Intergovernmental Agreement between the Department of Community Justice and the Oregon Youth Authority for the continuation of Gang Transition Services.

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 6/24/99

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Community Justice

DIVISION: Juvenile

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of Revenue IGA #0010751 between the Department of Community Justice and the Oregon Youth Authority to accept grant funds and to extend provision of services through June 30, 2000, for the continuation of Gang Transition Services.

6/24/99 ORIGINALS to JERRY MARTIN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: E Clawson/MS
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 JUN 10 PM 1:58



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director *EC/JS*
Department Community Justice

DATE: June 14, 1999

SUBJECT: Approval of a renewal of revenue IGA #0010751 between the Oregon Youth Authority and the Department of Community Justice

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of a renewal of revenue IGA #0010751 with the Oregon Youth Authority for funding to support DCJ's continued participation in Gang Transition Services.

II. BACKGROUND/ANALYSIS:

This renewal reflects the continuation of grant funds from the Oregon Youth Authority to Multnomah County for FY 1999/2000. The Count agrees to provide services directed to decrease youth gang-related incidents and gang member ship in the Portland area.

Funding is used to provide services in three areas:

1. The Gang Resource Intervention Team (GRIT) administered by Juvenile Justice provides programs to improve on-street monitoring, close supervision of gang youth on probation and provides a 12-week course to assist the gang youth to develop better community skills, a sense of responsibility, anger management and value clarification.
2. The Assessment, Intervention, and Transition Program (AITP) operates a 30-day secure assessment and transition program in the Juvenile Justice Complex of youth at risk of violent crimes.
3. Community-based services for youth at risk of commitment to the OYA Youth Correctional Facility or returning to the community are provided through contracts with community providers.

III. FINANCIAL IMPACT:

The Oregon Youth Authority will pay to the Department \$1,362,295.00 for FY 1999/2000.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Gang Transition Services IGA with the Oregon Youth Authority links directly to the County's benchmarks of 1) reducing juvenile crime, and 2) increasing high school completion. These goals are accomplished by developing strategies and specific action plans that steer youth to and keep them involved in school and other positive, enriching activities.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department works collaboratively with OYA to provide these services.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 0010751

Prior-Approved Contract Boilerplate: ☒ Attached: ☐ Not Attached

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000	CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-19 DATE 6/24/99 DEB BOGSTAD BOARD CLERK
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Department: Community Justice

Division: RMS

Date: June 14, 1999

Contract Originator: Bill Morris

Phone: 248-3532

Bldg/Room: 311

Administrative Contact: Jerry Martin

Phone: 248-3460 x22222

Bldg/Room: 311/RMS

Description of Contract: This Revenue IGA renewal (OYA Gang Transition Services) allows DCJ to continue to provide services to gang involved/affected youth through the Gang Resource Intervention Team (GRIT), and Assessment, Intervention and Transition Program (AITP)..

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☐ N/A ☒ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

Contractor Name: <u>Oregon Youth Authority</u> Mailing Address: <u>500 Summer St. NE</u> <u>Salem, OR 97310-1017</u> Phone: <u>(503) 373-7333</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1999</u> Termination Date: <u>June 30, 2000</u> Original Contract Amount: \$ <u>1,362,295.00</u> Total Amount of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement \$ <u>1,362,295.00</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>113,524.59</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements contract - Requisition Required <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
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REQUIRED SIGNATURES:

Department Manager: E Clawson / JMS Date: 6-14-99

Purchasing Manager: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 6/15/99

County Chair/Sheriff: [Signature] Date: 6/24/99

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	156	022	2720			2319		GRIT	OYA CapMgmt	\$231,590 256,675	
02	156	022	2740			2319		GRIT	OYA CapMgmt	\$1,130,705	
03										1,105,620	

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance



STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT
GANG TRANSITION SERVICES

State of Oregon
Oregon Youth Authority

Agreement Log #:313

Provider #: _____

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called Department, and **Multnomah County Board of Commissioners**, hereafter called County. Department's Administrator for this Agreement is **Robyn Cole**.

1. Effective Date and Duration. This Agreement shall become effective on the later of (i) **July 1, 1999** or (ii) the date this Agreement has been signed by every party hereto and, when required, approved by Department of Administrative Services and Department of Justice. Unless terminated or extended, this Agreement shall expire when Department accepts County's completed performance or on **June 30, 2001**, whichever date occurs first. Expiration or termination of this Agreement shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any breach of a County warranty or any default or defect in County performance that has not been cured.

2. Statement of Work. The statement of work (the "Work"), including the delivery schedule for such Work, is identified in Exhibit A attached and incorporated by reference into this Agreement. County agrees to perform the Work in accordance with the terms and conditions of this Agreement.

3. Consideration.

- a. Department agrees to pay County an amount not to exceed **\$2,736,373.00** for accomplishing the Work required by this Agreement including any allowable expenses.
- b. Interim payments to County shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Documents. This Agreement consists of the following documents which are listed in descending order of precedence and are attached and incorporated by this reference: this Agreement less exhibits and attachments, and Exhibit A and B.

5. Independent Contractor- Responsibility for Taxes and Withholding.

- a. County shall perform all required Work as an independent contractor. Although the Department reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, Department cannot and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
- b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement declares and certifies that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of County's employing agency (state or federal) would prohibit County's Work under this Agreement. County is not an "officer", "employee", or "agent" of the Department, as those terms are used in ORS 30.265.
- c. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Department will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. Each party shall be responsible exclusively with respect to their employees for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage and contributions to the Public Employees Retirement System.

6. Subcontracts and Assignment; Successors and Assigns.

- a. County shall not enter into any subcontracts for any of the Work required by this Agreement, or assign or transfer any of its interest in this Agreement, without Department's prior written consent. In addition to any other provisions Department may require, County shall include in any permitted subcontracts under this Agreement a requirement that the subcontractor be bound by Sections 6, 10, 11, 14, 27, 28, 31, and 33, of this Agreement as if the subcontractor were the County. Department's consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement. Moreover, approval by the Department of a subcontract shall not result in any obligations or liabilities to the Department in addition to those set forth in this Agreement, including,

without limitation, the agreed rates of payment and total consideration. County shall be solely responsible for any and all obligations owing to the subcontractors.

b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

7. No Third Party Beneficiaries. Department and County 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.

8. Funds Available and Authorized; Payments.

a. County shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of amounts under this Agreement attributable to Work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event sufficient appropriations, limitations, or other expenditure authority is not obtained, the Department may terminate this Agreement effective upon written notice to the County without penalty or further liability.

b. Department is obligated to pay County only for work that is performed in accordance with the terms and conditions of this Agreement. Interim payments to County under this Agreement shall not constitute acceptance of the Work.

9. Representations and Warranties.

a. County's Representations and Warranties. County represents and warrants to Department that (1) County has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work, (5) all computer hardware and software delivered under this Agreement will, individually and in combination, correctly process, sequence, and calculate all date and date related data for all dates prior to, through and after January 1, 2000, and (6) any software products delivered under this Agreement that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century.

b. County's Limitation of Liability. County's liability with respect to items (5) and (6) of Section 9a. above shall not exceed: (1) twice the total Agreement amount (including any amendments) or (2) \$100,000, whichever is greater.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All work product of County that results from services rendered by County to youth served under this Agreement (the "Work Product") is the exclusive property of Department. Department and County intend that such Work Product be deemed "work made for hire" of which Department shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire", County hereby irrevocably assigns to Department all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. County shall execute such further documents and instruments as Department may reasonably request in order to fully vest such rights in Department. County forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

11. Indemnification And Insurance:

a. County and Department shall each be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260 through 30.300), for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to or resulting directly or indirectly from their respective acts or omissions under this Agreement.

b. Both Department and County shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this Agreement. County may satisfy these requirements in any manner allowed by ORS 30.270. The Department shall satisfy this requirement through the Liability Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing. Coverage limits shall be not less than \$500,000 combined single limit per occurrence.

c. The County, its subcontractors, 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 Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

d. To the extent permitted by law, County shall defend, save, hold harmless, and indemnify the State of Oregon and Department and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities, obligations, representations or warranties of County or its officers, employees, subcontractors, or agents under this Agreement.

12. Termination.

a. Parties' Right to Terminate For Convenience. This Agreement may be terminated at any time by mutual written consent of the parties.

b. Department's Right To Terminate For Convenience. Department may, in its sole discretion, terminate this Agreement, in whole or in part, upon 60 days notice to County.

c. Department's Right to Terminate For Cause. Department may terminate this Agreement, in whole or in part, immediately upon notice to County, or at such later date as Department may establish in such notice, upon the occurrence of any of the following events:

(i) Department fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for County's Work;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or Department is prohibited from paying for such Work from the planned funding source;

(iii) County no longer holds any license or certificate that is required to perform the Work, or any license or certificate required by statute, rule, regulation or other law to be held by the County to provide the services required by this Agreement is for any reason denied, revoked, suspended, not renewed or changed in such a way that the County no longer meets requirements for such license or certificate; or

(iv) County commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger County's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within 10 business days after delivery of Department's notice, or such longer period of cure as Department may specify in such notice.

d. County's Right to Terminate for Cause. County may terminate this Agreement upon 30 days' notice to Department if Department fails to pay County pursuant to the terms of this Agreement and Department fails to cure such default within 30 business days after receipt of County's notice, or such longer period of cure as County may specify in such notice.

e. Remedies.

(i) In the event of termination pursuant to Sections 12.a, 12.b, 12.c(i), 12.c(ii) or 12.d, County's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Department, less previous amounts paid and the amount of any claim(s) which

State has against County. If previous amounts paid to County exceed the amount due to County, County shall pay any excess to Department upon demand.

(ii) In the event of termination pursuant to Section 12.c(iii) or 12.c(iv), Department shall have any remedy available to it in law or equity. Remedies pursuant to this Section 12 (e) (ii) may be pursued singly, successively, collectively or in any order whatsoever. If it is determined for any reason that County was not in default under Section 12.c(iii) or 12.c(iv), the rights and obligations of the parties shall be the same as if the Agreement was terminated pursuant to Section 12.b.

f. **County's Tender Upon Termination.** Upon receiving a notice of termination of this Agreement, County shall immediately cease all activities under this Agreement, unless Department expressly directs otherwise in such notice of termination. Upon termination of this Agreement, County shall deliver to Department all documents, information, works-in-progress and other property that are or would be deliverables had the Agreement been completed. Upon Department's request, County shall surrender to anyone Department designates, all documents, research or objects or other tangible things necessary or appropriate to complete the Work.

13. Limitation of Liabilities. EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTIONS 12(e)(ii) or 9(a), NEITHER PARTY SHALL BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THE AGREEMENT OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

14. Records Maintenance; Access. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document County's performance. County acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15. Compliance with Applicable Law. County shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Without limiting the generality of the foregoing, County expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Age Discrimination Act of 1975; (v) the Pro-Children Act of 1994, Pub. L. 103-227, Title X, Pt. C, 108 Stat. 271; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including those set forth in Section 33. Department's performance under this Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555 which are incorporated by reference herein. County shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this Agreement, and shall comply with any other standards or criteria described in this Agreement.

16. Force Majeure. Neither Department nor County shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of Department or County, respectively. County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

17. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 9, 10, 11, 12, 13, 14, 17, 23, 25, 27, 28 and 31 and any section of this Agreement in which survival is expressly referenced.

18. Time is of the Essence. County agrees that time is of the essence under this Agreement.

19. 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 County or Department at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 19. Notwithstanding the foregoing sentence, any notice of termination of this Agreement shall be given by certified 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 shall be deemed to be given when receipt of the transmission is generated by the transmitting machine; provided that to be effective against Department, such facsimile transmission must be confirmed by telephone notice to Department's Administrator for this Agreement and the Contracts Unit 503-373-7356. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. All such communications and notices shall be copied to the Oregon Youth Authority Contracts Unit, 530 Center St. NE, Suite 200, Salem OR 97301-3740.

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

21. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

22. Department of Administrative Services Approval. Unless expressly provided otherwise by applicable statutes or rules, the approval of the Department of Administrative Services, and in certain cases of the Department of Justice, is required before any work may begin under this Agreement or an amendment to this Agreement.

23. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

24. Year 2000 Compliance Notice. In the event County learns or has reason to believe that Department's computer hardware or software environment fails to use a date format that explicitly specifies century in any date data, County shall promptly advise Department of such failure.

25. Integration; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Department to enforce any provision of this Agreement shall not constitute a waiver by Department of that or any other provision.

26. Program Responsibility, Eligibility and Case Planning. The Department, through its field offices, is responsible for determining the nature and extent of and eligibility for service for all youth for whom the Department purchases services under this Agreement. The Department shall assign a staff person to be a liaison with the County. The County agrees to include the assigned Department staff person in making decisions regarding planning for youth, changes in location of each youth, visits by a youth to home or other community settings, and plans for termination of services to each youth. The County agrees to notify the Department staff

person as soon as reasonably possible of any significant events which may alter the services planned, including, but not limited to, a youth's running away or serious illness.

27. Criminal History Checks: The Department has statutory authority to access criminal offender information on all persons having direct contact with Department youth, including relief staff. (ORS 420A.010 (11)).

28. Confidentiality of Information. The use or disclosure by the County and its employees and agents of any information concerning a recipient of services purchased under this Agreement, for any purpose not directly connected with the administration of the County's responsibilities with respect to such purchased services, is prohibited, except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the person or persons authorized by law to consent to such use or disclosure.

29. County-Client Relationship. The County will establish a system through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Department of all unresolved grievances.

30. Services to Culturally Diverse Youth and Families. Providing equal access to and maximum benefit from services for youth and youth who are members of culturally diverse groups is a priority for the Department. The County shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to serve, more effectively, culturally diverse youth.

31 Program Records, Controls, Reports and Monitoring Procedures. The County agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department. The County shall cooperate fully with such reviews.

32. Reporting of Child Abuse. The provisions of ORS 419B.010 require an employee of a licensed child caring agency, certified provider of child care or foster care, or an employee thereof, to immediately report suspected child abuse, or to report a person suspected of having abused a child, to the local office of the State Office for Services to Children and Families or its designee, or the county law enforcement agency as outlined on ORS 419B.015. Because youth served under this Agreement are placed with the County by the Department, the following requirements apply to the County and its employees:

1. All staff shall receive training in the reporting of child abuse upon hiring and annually thereafter. Staff from the State Office for Services to Children and Families branch office are available to provide consultation and assistance.
2. As required by ORS 419B.015. County staff and management are to report all suspected child abuse and suspected abusers to the local branch of the State Office for Services to Children and Families assigned to serve the geographic areas where the suspected abuse occurred.
3. County staff and management shall be encouraged to contact the local State Office for Services to Children and Families branch office if any question arises as to whether something that has occurred meets the definition of child abuse under the law.

33. Certain Federal Requirements.

33.1 County certifies, to the best of County's knowledge and belief, that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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

Agreement, 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 Agreement, 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, County agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) County shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) County is solely responsible for all liability arising from a failure by County to comply with the terms of this certification. Additionally, to the extent permitted by law, County promises to indemnify Department for any damages suffered by Department as a result of County's failure to comply with the terms of this certification.

(e) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to make the required certification may be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33.2 If the sums payable to County under this Agreement exceed \$100,000, County shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. 7606 (1995), Section 508 of the Clean Water Act, 33 U.S.C. 1368 (Supp. 1998), Executive Order 11738, 38 Fed. Reg. 25161 (1973), *reprinted in* 42 U.S.C. 7606 nt (1995), and Environmental Protection Agency (EPA) regulations, 40 C.F.R. Chapter 1 (1998), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to Department, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).

33.3 County shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871 (1975), as amended.

33.4 If the sums payable to County exceed \$10,000, County shall, to the extent applicable, comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 C.F.R. Part 60 (1997).

33.5 County shall comply with the requirements of Patient Self-Determination Act, 42 C.F.R. pt. 489, subpt. I (1997), and ORS chapter 127, pertaining to advance directives.

33.6 County and any laboratories used by County shall comply with the Clinical Laboratory Improvement Amendments of 1988, Pub. L. 100-578, 102 Stat. 2903 (1988) (42 U.S.C. 201 nt, 263a, 263a nt (1991)) (CLIA) which require that:

All laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

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

33.8 County shall comply with all other applicable federal law.

COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT COUNTY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY DATA AND CERTIFICATION

Name (tax filing) _____

Address: _____

Tax ID Number: _____

Certification: The individual signing on behalf of County hereby certifies and swears under penalty of perjury: (a) the number shown on this form is County's correct taxpayer identification; (b) County is not subject to backup withholding because (i) County is exempt from backup withholding, (ii) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified County that County is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of County, s/he has authority and knowledge regarding County's payment of taxes, and to the best of her/his knowledge, County is not in violation of any Oregon tax laws; (d) County is an independent County as defined in ORS 670.600 and (e) the above County data is true and accurate. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon ("Tri-Met") Employer Payroll Tax, and Tri-Met Self-Employment Tax).

YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

By: [Signature] Date: 6/24/99

Title: Multnomah County Chair

Mailing Address: 1120 SW Fifth Avenue, Suite 1515

Portland, Oregon 97204-1914
Facsimile: (503) 248-3093

Approved by Department of Administrative Services:

By: N/A Date: _____
Personal Services Contracts Section

Other Required Signature:

By: N/A Date: _____
Authorized Signature

DEPARTMENT: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: _____ Date: _____
Manager of Budget and Contracts

Mailing Address: 530 Center St. NE, Suite 200
Salem, Oregon 97301-3740
Facsimile: (503) 373-7921

Approved as to Legal Sufficiency by the Attorney General's Office: (Required if total amount owing under the Agreement, as amended, exceeds \$75,000)

By: [Signature] Date: 6/9/99
Assistant Attorney General

Reviewed by OYA Contracts Officer:

By: [Signature] Date: 6/9/99

DEPARTMENT REVIEW AND APPROVAL

By: E. Clawson/mf
Elyse Clawson, Director
Department of Community Justice

Date: 6-14-99

COUNTY COUNSEL REVIEW AND APPROVAL

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: Jacqueline Weber
Jacqueline Weber, Assistant Counsel

Date: 6/15/99

MULTNOMAH COUNTY CLERK OF THE BOARD

By: DEBORAH C. BOGSTAD

Date: June 24, 1999

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-19 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK**

EXHIBIT A
Intergovernmental Agreement
Agreement # 313
County: Multnomah

1. STATEMENT OF WORK:

1.1 The County agrees to provide the following services directed to decreasing youth gang-related incidents and gang membership in the Portland area:

a. Gang Resource Intervention Team (GRIT): The County's "GRIT" Team will provide the following service programs to improve on-street monitoring, close supervision of gang youth on probation and providing a 12-week course to assist the gang youth to develop better community skills and sense of responsibility, anger management and value clarification. These programs will be implemented through the following activities:

- 1) Address internal/external communication between Juvenile Court Units and law enforcement relative to youth gang members under the Court's jurisdiction.
- 2) Increase the Juvenile Court's ability to implement gang intervention strategies, programs and activities, particularly in conjunction with those law enforcement agencies charged with dealing with the gang population.
- 3) Develop coordinated services and treatment plans that are gang-specific and focus on decreasing involvement in illegal gang activities and behavior.
- 4) Develop and implement a gang-specific intervention curriculum that focuses on reducing gang involvement, recruitment efforts and providing positive alternatives to gang involvement.
- 5) Develop specific intervention curriculum for gang-involved youth held in detention facilities.

The "GRIT" Team will gather information on gang trends, activities and on-street monitoring; provide access to a computer software program that will allow street officers to determine probation status and probation conditions of youth gang members; and provide a street law skill curriculum that orients itself to active gang-involved youth.

b. Assessment, Intervention and Transition Program (AITP): The County will operate a 30-day secure treatment program operated out of Donald E. Long Juvenile Detention Home.

- 1) This program will be targeted for youth that are exhibiting out-of-control behaviors and cannot be contained in the community without sufficient constraint, controls and treatment.
- 2) The youth must be adjudicated and/or currently be on probation.
- 3) The purpose is to provide an intermediate treatment resource for youth that are a threat to the community and cannot be maintained and treated in non-secure residential treatment facilities. It is expected to serve 216 gang youth during a one (1) year period.
- 4) The County shall maintain qualified professional Mental Health staff and comply with the State Mental Health and Disabilities Services Division Rules OAR 309-15-000 through 309-16-105.
- 5) Youth served in this program shall receive Medicaid reimbursable Mental Health Rehabilitative services in accord with the youths' treatment plan to include but not limited to mental health assessment; individual, family and group therapy; individual and group skill training; and professional consultation.
- 6) Each youth shall have a written individual treatment plan developed and reviewed under direction of a physician from assessment data that specifies the type and duration of treatment needed to remedy the defined physical, social and mental disorder of the youth.
- 7) The County will provide each youth with maintenance (room, board, clothing, personal incidentals, etc.) and structured supervision and behavior control twenty-four (24) hours per day, seven (7) days per week by professional staff on shift schedules in a secure facility.
- 8) The Department will enter into an Inter-Governmental Agreement with the State Mental Health and Developmental Disabilities Services Division for the transfer of State General Funds to be used for matching the Federal Funds needed to provide the Mental Health services provided the youth in conjunction with the Multnomah County Social Services Division.

c. The County will work cooperatively with the various cultural and ethnic groups in the community including African-American, Hispanic and Asian to provide the following services to youth who have been designated as gang involved to prevent their commitment to the State Youth Correctional Facility, and/or integrate or transition these youth successfully back into the community.

- 1) individual, group and family counseling
- 2) Social skill training
- 3) Anger control and reduction of anti-social behavior
- 4) Employment counseling, work training and job placement
- 5) Drug and alcohol, and other substance abuse counseling and rehabilitation
- 6) Public school and other educational and vocational training opportunities
- 7) Residential care/treatment facilities
- 8) Other services identified to meet the needs of gang involved youth.

These services may be youth specific or subcontracted for a program serving the target population. The referred youth may reside in the community on parole status or in a Youth Correctional Facility nearing release into the community. These services are targeted to the specific population in an effort to avoid further gang activities/involvement and assist in a productive community placement. The County, shall notify the Department, in writing, of any subcontractors and obtain the Department's prior written approval of any subcontractors in accordance with Section 6 entitled Subcontracts and Assignment; Successors and Assigns, of this Agreement.

The County shall insure that the subcontractors are in compliance with the standards and procedures in Exhibit B, which is attached any by this reference made a part of this Agreement. Services shall, at a minimum, consist of the activities currently being contracted for under the 1997 - 1999 Agreement. It is expected that the County may refine and expand these services during the term of this Agreement, and shall notify the Department as these occur. It is also the Department's understanding that the County will issue Request for Proposals (RFP's) for these services during the term of this Agreement which will necessitate the County notifying, and obtaining Department's approval of new subcontractors per Section 6 entitled Subcontracts and Assignment; Successors and Assigns of this Agreement.

d. The County will work with the Portland African-American community in the operation of a residential program offering a home environment to youthful gang members who are otherwise unable to remain at home and are not accepted into other community-based treatment programs. The program will serve boys; ages 15 to 18 years of age, providing them with the unique living milieu while offering individual counseling, employment, recreational and educational opportunities. The projected length of stay is six (6) months to one (1) year.

1.2 Reports: The County will collect information on each youth served. The County will submit quarterly reports on activities and specific client services provided to the Asian, Hispanic and other sub- culture groups served. This report shall be submitted to the Department's Contract Administrator along with the appropriate monthly billing. Individual youth information shall also be included in a report of high risk client information.

2. CONSIDERATION:

2.1 As consideration for the services provided by the County under this Contract during the period beginning July 1, 1999 and ending June 30, 2001 the Department, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Contract, will pay to the Contractor by warrant(s) an amount not to exceed \$2,736,372.00 to be paid as follows:

a. During the period from July 1, 1999 through June 30, 2000, an amount not to exceed 1,362,295.00 to be paid as follows:

1. An amount not to exceed \$416,099.00 in payments of \$34,674.92 per month for the services provided through the "GRIT" Team to increase the ability of the County Juvenile Justice Division and law enforcement agencies to implement gang intervention strategies per Section 1.1a of this Exhibit A.

2. An amount not to exceed \$283,367.00 in payments of \$23,613.92 per month for the services provided for the maintenance and supervision of youth through the Assessment, Intervention and Transition

Program (AITP) in order to prevent their commitment to a State Youth Correctional Facility per Section 1.1b of this Exhibit A. The treatment services provided to these youth will be billed through the County's Mental Health Program.

3. An amount not to exceed \$662,829.00 in payments of \$55,235.75 per month for residential services, gang youth specific services, and other gang youth services per Sections 1.1c. and d. of this Exhibit A.
- b. During the period from July 1, 2000 through June 30, 2001, an amount not to exceed 1,374,077.00 to be paid as follows:
 1. An amount not to exceed \$419,698.00 paid at the rate of \$34,974.81 per month for the operation of the special staff and activities known as the "GRIT" Team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies per Section 1.1a of this Exhibit A.
 - 2.. An amount not to exceed \$285,818.00 paid at the rate of \$23,818.12 per month for the operation of the Assessment, Intervention and Transition Program (AITP), a 30-day secure residential treatment facility serving and ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Youth Correctional Facility per Section 1.1b of this Exhibit A. This payment is for maintenance and supervision only. The treatment services will be billed through the County's Mental Health Program.
 3. An amount not to exceed \$668,562.00 paid at the rate of \$55,713.49 per month for Residential Services, gang youth specific services, and other gang youth services per Sections 1.1c. and d. of this Exhibit A.

2.2 If the County allocates any indirect costs to this Agreement, the County will make available to the Department, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to require the Department to pay any indirect costs allocated to this Agreement by County.

2.3 The County agrees that the rates charged to the Department for services to youth under this Agreement shall not exceed rates for comparable services to youth not covered by this Agreement.

2.4 It is agreed that any payment or reimbursement received by the County from a parent, or guardian, or any other personal entitlement received on behalf of any youth served under this Agreement shall be promptly remitted by the County to the Department.

2.5 The County will not impose or demand any fees from any person or agency (other than the Department) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Department.

3. PAYMENT:

3.1 County shall not submit invoices for, and Department will not pay, any amount in excess of the maximum compensation amount 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. County shall notify Department's Contract Administrator in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

3.2 County shall submit monthly invoices for Work performed for review and approval by Department. The invoices shall describe all Work performed under this Agreement with particularity and specify the youths served under this Agreement and the number of days that each such youth was served by the County during the month. The invoices shall be prepared on Department's form of invoice which County shall submit monthly to: Oregon

Youth Authority, Accounting Services, 530 Center St NE, Salem, OR 97301 in accordance with Department's instructions. Payment of any amount under this Agreement shall not constitute approval of the Work.

3.3 If payments to County by the Department under this Agreement, or under any other agreement between the County and the Department, are made in error or are found by the Department to be excessive under the terms of this Agreement or the other agreement, the Department, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Department to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

3.4 County must submit its final invoice to the Department no later than sixty (60) days from the expiration date of this Agreement. The Department shall be under no obligation to pay for services not billed within sixty (60) days from the expiration date of this Agreement.

3.5 If, as a result of County's neglect or misconduct, Department terminates a youth's placement with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such termination.

3.6 As promptly as possible, but in no event later than ninety (90) days after the end of each fiscal year of County, County shall, at its sole expense, provide Department with a copy of an audit by an independent certified public accountant acceptable to Department. In the event the audit shows that the County has failed to comply with the financial requirements of this Agreement in any material respect, Department may, pursuant to Section 12.c.(iv), terminate this Agreement.

3.7 In addition to audit provisions elsewhere in this Agreement, the Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with Federal OMB Circulars A-87 or A-122 on Allowable Costs. In the event a periodic audit and review by the Department shows that the County's expenses are not allowable under Federal OMB Circulars A-87 or A-122 on Allowable Costs in any material respect, Department may terminate this Agreement.

3.8 In addition to any other rights accorded to the Department under this Agreement, if the County fails to comply with the provisions of subsections 2.2, 2.3, 2.4, 2.5, and 3.7 above, the Department may terminate this Agreement pursuant to Section 12 c.(iv) and invoke the remedies available to it and/or may exercise its rights under subsection 3.3 of this Exhibit A.

(Balance of page left intentionally blank)

EXHIBIT B
COUNSELING/INTERVENTION REQUIREMENTS

1. PURPOSE: The purpose of services being provided hereunder through the various programs described in this Agreement is to provide designated gang youth with counseling, crisis intervention services, and other support and related services to assist them in avoiding further gang activities and adopting a more productive life style.

2. ASSESSMENT: The County shall conduct a comprehensive assessment and develop a treatment plan within 30 days of acceptance of the youth into a program. The assessment shall be a written statement of conclusions about the following areas and their relevance to the current difficulties the youth presents:

- A. The youth's strengths and deficits as well as the resources available in the community and within the youth's family;
- B. The youth's physical, social, psychological, education, and cultural needs;
- C. The youth's family's social, ethnic, economic, emotional and interpersonal relationships;
- D. The community's attitude related to the youth's ability to function successfully, including concerns, relevant expectations for change in the youth and acceptance of the youth in community involvement.

The treatment plan shall identify the specific areas needing change, modification, enhancement, or elimination. It shall be time limited and goal directed, with measurable indicators of change. The plan shall delineate the specific services to be provided.

3. SERVICES TO BE PROVIDED: A minimum of 8 hours per month of counseling and group discussions shall be provided by the County to each youth through a combination of the following activities:

- A. Individual Counseling: Each youth will be seen in one-to-one sessions for a minimum of 4 hours per month. These sessions will be planned, scheduled, and structured with specific treatment objectives to be accomplished. They are to be confidential, and progress note must be recorded for each session.
- B. Family Counseling: Where parents or other significant adults in the life of the youth are available and willing to participate, attempts shall be made to bring about a working relationship between the parent and the youth; to achieve resolution of the parent/child conflict, and to gain parental support for the youth's efforts at rehabilitation and/or emancipation.
- C. Group Discussions: Pre-arranged and planned sessions involving several youth including peers in the community shall be scheduled and conducted on a regular basis. Staff of the County/subcontractor shall guide these discussions to a positive conclusion by focusing on positive outcomes and accomplishments, including motivation for positive change in behavior and attitudes.

4. PLANNED ACTIVITIES: The County shall encourage positive interaction between youth, peers, parents and other meaningful adults through social, recreational, and cultural events. The number of events and types of events per month shall be as determined appropriate by the County and mutually agreed upon by the Department.

5. EMERGENCY/CRISIS SERVICES: The County shall assist, counsel, or provide support to a youth and/or parents in times of emergencies or personal crisis. The County may provide this service as a direct service or by making appropriate arrangements with other agencies or resources within the community.

6. CASE REVIEWS: The County shall conduct a case review once a month on each youth. This case review shall include a written summary of the past month's activities and involvement with the youth. The written treatment plan shall be reviewed and up-dated at each review.

7. WRITTEN REPORTS: The County shall submit a written report every 3 months. The County shall submit a final report no later 30 days after the services hereunder for a youth are terminated. This report shall summarize the activities and services provided, assess the youth's situation and describe any growth, progress or achievements the youth has made during involvement in the program. The County shall make recommendations regarding any further services or resources that are needed or would be helpful in future contacts with the youth.

MEETING DATE: JUN 24 1999

AGENDA NO: C-20

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to renew the revenue Intergovernmental Agreement (IGA) between the Department of Community Justice and Clackamas County to continue the provision of Juvenile Detention Services

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 6/24/99

AMOUNT OF TIME REQUESTED: N/A

DEPARTMENT: Community Justice

DIVISION: Juvenile

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311/RMS

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to renew Revenue IGA #700028-A between the Department of Community Justice and Clackamas County to increase funding by 3.5% and to extend provision of juvenile detention services through June 30, 2000.

6/24/99 originals to JERRY MARTIN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Ellawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

CLACKAMAS COUNTY
JUN 24 PM 1:58
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Elyse Clawson, Director *EC/just*
Department of Community Justice

DATE: June 14, 1999

RE: Approval of an amendment to renew Revenue IGA #700028-A between the Multnomah County Department of Community Justice and Clackamas County Juvenile Department for the provision of juvenile detention services

- I. RECOMMENDATION REQUESTED: The Department of Community Justice recommends the Board's approval of an amendment to renew revenue IGA #700028-A between the Multnomah County Department of Community Justice and Clackamas County Juvenile Department for the continued provision of detention services to juveniles referred by the Clackamas County Juvenile Department.
- II. BACKGROUND/ANALYSIS: The Department of Community Justice has contracted with the Clackamas County Juvenile Department for more than 18 years to offer juvenile detention services.
- III. FINANCIAL IMPACT: This agreement stipulates payment by Clackamas County of \$717,577 to Multnomah County for the exclusive use of fourteen (14) secure custody beds for juveniles. This amount represents \$117.46 per bed per day for an original 10 guaranteed beds and \$169.71 per bed per day for an additional four (4) beds guaranteed under this agreement. If the required bed space exceeds the guaranteed fourteen (14), the rate for each additional bed will be \$169.71 per bed per day. Every youth served under this agreement will receive the daily services of supervision, food, and basic care, as do all youth placed in the detention facility.
- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: N/A
- VI. LINK TO CURRENT COUNTY POLICIES: This agreement supports the Department's philosophy of offering detention services in the Tri-County area for counties which do not have juvenile detention facilities.
- VII. CITIZEN PARTICIPATION: N/A
- VIII. OTHER GOVERNMENTAL PARTICIPATION: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 700028-A
Amendment #: 3

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-20 DATE 6/24/99</p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	--	---

Department: Community Justice Division: Juvenile Justice Date: 6/10/99
 Originator: Rich Scott Phone: 83798 Bldg/Rm: 311
 Contact: Jerry Martin Phone: X22222 Bldg/Rm: 311

Description of Contract: This amendment extends the term of the original revenue contract to June 30, 2000 and increases revenue by 3.5%.

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)

<p>Contractor Clackamas County</p> <p>Address 2121 Kaen Road</p> <p style="margin-left: 20px;">Oregon City, Oregon 97045</p> <p style="margin-top: 10px;">Phone 655-8342</p> <p>Employer ID# or SS#</p> <p>Effective Date July 1, 1999</p> <p>Termination Date June 30, 2000</p> <p>Original Contract Amount \$ 673,118.00</p> <p>Total Amt of Previous Amendments \$ 693,311.00</p> <p>Amount of Amendment \$ 717,577.00</p> <p>Total Amount of Agreement \$ 2,084,006.00</p>	<p>Remittance address</p> <p style="margin-left: 20px;">(If different)</p> <p style="margin-top: 10px;">Payment Schedule / Terms</p> <p><input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ 239,192.33 <input type="checkbox"/> Other</p> <p>(3 equal payments)</p> <p><input type="checkbox"/> Requirements Not to Exceed \$</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	--

REQUIRED SIGNATURES:

Department Manager <i>E. Clawson</i>	DATE 6-14-99
Purchasing Manager	DATE
(Class II Contracts Only)	
County Counsel <i>[Signature]</i>	DATE 6/15/99
County Chair <i>[Signature]</i>	DATE 6/24/99
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	100	022	2723			2704		CLBD	Clackamas County	\$670,357	
02	100	015	0950			2704		CLBD	Clackamas County	\$47,220	
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 DEPARTMENT OF COMMUNITY JUSTICE
CONTRACT NUMBER 700028-A AMENDMENT NUMBER 3

DURATION OF AMENDMENT: July 1, 1999 TO: June 30, 2000
INTERGOVERNMENTAL AGREEMENT NAME: Clackamas County
TELEPHONE: (503) 655-8342
CONTRACTOR ADDRESS: 2121 Kaen Road, Oregon City, Oregon 97045

This amendment is to contract number 700028-A dated July 1, 1998, between Multnomah County, hereinafter referred to as "Multnomah" and Clackamas County, hereinafter referred to as "Clackamas." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

CHANGES:

#1. This amendment changes the terms of service as described in Section II, "Services to be Provided", Paragraph "A", Subparagraph 1.c.to read as follows:

"Fourteen (14) Bed spaces shall be available for the exclusive use of Clackamas on a continuous 24-hour-a-day basis through June 30, ~~1999~~ 2000."

#2. This amendment, also, changes the terms of compensation as described in Section II, "Services to be Provided", Paragraph "C", "Compensation Rates and Mode of Payments", Subparagraphs 1, 2 and 5 to read as follows:

1. "For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of ~~\$693,311.00~~ \$717,577.00 for the provision of fourteen (14) guaranteed beds and program services and normal care. The above sum shall be paid by Clackamas to Multnomah in three equal installments of ~~\$231,103.67~~ \$239,192.33 payable on October 1, ~~1998~~ 1999, February 1, ~~1999~~ 2000, and June 1, ~~1999~~ 2000. This rate represents ~~\$113.49~~ \$117.46 per bed per day (excluding O&M costs) for the original 10 guaranteed beds and ~~\$163.97~~ \$169.71 per bed per day (including O&M costs) for the additional 4 beds.
2. If Clackamas requires bed space in excess of the fourteen (14) beds described above, the rate for each additional bed shall be ~~\$163.97~~ \$169.71 per day. Clackamas will be required to pay for such additional beds only for those days on which the combined Washington/Clackamas County population exceeds twenty-eight (28).
5. Multnomah's bill for these operations and maintenance costs will be included with the routine billing for beds and program services and care. The billing shall be based upon the County's established rate structure and shall not exceed ~~\$38,535~~ \$39,217.96 for the term of the agreement."

#3. This amendment, also, changes the duration as described in Section IV, "Agreement Term and Termination", Paragraphs "A" and "B" to read as follows:

- A. "This agreement shall apply from July 1, ~~1998~~ 1999 through June 30, ~~1999~~ 2000, and is subject to renewal annually."

B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:

1. Either county may unilaterally terminate this Agreement on six-month's written notice; Multnomah County agrees to guarantee Clackamas County continuous use of 14 beds as described in the Agreement through June 30, ~~1998~~ 2000, as long as the provisions of this Agreement are met.
2. In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, ~~1998~~ 2000, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of its intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed fourteen (14) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement. Clackamas shall have continued use of the guaranteed beds as agreed for the duration of this Agreement through June 30, ~~1998~~ 2000.
3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January 1, ~~1998~~ 2000, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under the terms of this Agreement at the same rate as provided by this Agreement for six months following the date Clackamas received the notice of Multnomah's intent not to renew this Agreement.
5. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. Rates of compensation shall be based on actual costs of operation and shall be communicated to Clackamas by March 1, ~~1998~~ 2000, for the following fiscal year."

In witness thereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY, OREGON

By E. Clawson 6/14/99
Director, Dept. of Community Justice Date

By Beverly Stein 6/24/99
Multnomah County Chair Date

REVIEWED: County Counsel for
Multnomah County, Oregon

By [Signature] 6/05/99
Date

CLACKAMS COUNTY, OREGON

By _____
Chair, Board of County Commissioners Date

By _____
Clackamas County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-20 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUN 24 1999

AGENDA NO: C-21

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to renew IGA #700159 between the Department of Community Justice and Portland Community College to continue the provision of educational instruction support services

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 6/24/99

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Community Justice

DIVISION: Adult Justice

CONTACT: Jerry Martin

TELEPHONE #: x22222

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Amendment to renew Intergovernmental Agreement #700159 between the Department of Community Justice and Portland Community College to provide educational instruction support services for GED/ABE to adult clients under the supervision of the Department.

6/24/99 ORIGINALS to JERRY MARTIN

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: E. Clawson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
JUN 24 PM 2:15
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director *ECW*
Department of Community Justice

DATE: June 14, 1999

SUBJECT: Approval of an amendment to renew Intergovernmental Agreement #700159
between the Department of Community Justice and Portland Community College

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice recommends the Board's approval of this amendment to renew an Intergovernmental Agreement (IGA) between the Department of Community Justice (DCJ) and Portland Community College (PCC). Through this IGA, PCC will continue to provide instructional support for the Department's Donald H. Londer Center for learning. The Agreement period runs from July 1, 1999 through June 30, 2000.

II. BACKGROUND/ANALYSIS:

DCJ has operated the Londer Learning Center since 1993, providing Adult Basic Education and General Equivalency Diploma (ABE/GED) instruction and testing for adult offenders on parole or probation. Approximately 420 clients are served annually, logging more than 11,011 instructional hours at the Learning Center.

Since the opening of the Center in 1993, PCC has provided Instructional Support Technicians who assist offender-clients in accessing instructional programs, learning to use specific software and hardware, registering for classes, completing assignments, following instructor directions, and becoming oriented to the classrooms and laboratories.

III. FINANCIAL IMPACT:

The State has allocated \$114,191 grant-in-aid payments to Portland Community College to cover the cost of this IGA. This sum has been identified and adopted in the Learning Center's FY-99/00 budget.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Agreement supports the County's benchmarks of increasing school completion and reducing crime by providing educational instruction support to adult offenders who are required to work towards a General Equivalency Diploma and receive Adult Basic Education services. These services result in enhanced employability for adult offender clients.

VII. CITIZEN PARTICIPATION:

The Londer Learning Center utilizes community volunteer tutors, as well as tutors from the Alternative Community Service program.

VIII. OTHER GOVERNMENTAL PARTICIPATION:

DCJ works very closely with PCC to ensure program effectiveness.

IX. RETROACTIVE STATUS:

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached Contract #: 700159
Amendment #: 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-21</u> DATE <u>6/24/99</u> DEB BOGSTAD BOARD CLERK </div>

Department: Community Justice Division: Adult Community Justice Date: May 17, 1999
 Originator: Cynthia Stadel Phone: 66828 Bldg/Rm: 162/LLC
 Contact: Jerry Martin Phone: 22222 Bldg/Rm: 311

Description of Contract: This Amendment provides \$114,191 to Portland Community College to provide corrections-oriented GED/ABE instruction support services to the Londer Learning Center.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 900086
 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>Portland Community College</u> Address <u>P.O. Box 19000</u> <u>Portland, OR 97219-0990</u> Phone <u>788-6220 (Joe Ponce)</u> Employer ID# or SS# _____ Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ <u>77,688.00</u> Total Amt of Previous Amendments \$ <u>33,500.00</u> Amount of Amendment \$ <u>114,191.00</u> Total Amount of Agreement \$ <u>225,379.00</u>	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>as invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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REQUIRED SIGNATURES:

Department Manager <u>E. Clawson</u>	DATE <u>6-14-99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/15/99</u>
County Chair <u>[Signature]</u>	DATE <u>6/24/99</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	<u>156</u>	<u>022</u>	<u>2334</u>			<u>6110</u>				<u>\$114,191</u>	
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.

**MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY JUSTICE
CONTRACT NUMBER 700159
AMENDMENT NUMBER 2**

EFFECTIVE DATE: July 1, 1999
CONTRACTOR NAME: Portland Community College

TERMINATION DATE: June 30, 2000
PHONE: (503) 788-6220

This amendment is to contract number 700159 between the Multnomah County Department of Community Justice, hereinafter referred to as "COUNTY" and Portland Community College, hereinafter referred to as "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this amendment.

CHANGES:

1. This amendment changes Exhibit #1 entitled "STATEMENT OF WORK, COMPENSATION, PAYMENT AND RENEWAL TERMS", SECTION II, entitled "Compensation", paragraph "A", entitled "Maximum Payment" to read as follows: "The maximum payment under this Contract, including expenses, is ~~\$111,188.00~~ \$114,191.00".
2. This, also, changes paragraph "B-1", entitled "Payment Basis" to read as follows: "Contractor will be paid ~~\$17.62 per hour~~ on a cost-reimbursement basis to cover actual salary and benefit costs for instructional support technicians.
3. This amendment, also, changes SECTION III, entitled "Renewal" to read as follows: "This is the ~~fourth~~ fifth renewal to the Intergovernmental Agreement (IGA). This IGA may be renewed on an annual basis without limit provided contract performance is satisfactory, funding continues to be available and the services continue to meet ~~DJAGJ~~ DCJ needs.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____

Federal Tax ID# or Social Security #: _____

State Tax ID #: _____ Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Government

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 any attached Exhibits. I understand the Amendment and agree to be bound by its terms.

Signature _____

Title _____

Name (please print) _____

Date _____

MULTNOMAH COUNTY SIGNATURE

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

County Chair or Designee _____

June 24, 1999
Date _____

Department County Counsel Approval and Review

Approved:

Reviewed:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

By: E. Clawson / MSJ 6/14/99
Department Manager or Designee Date

By: [Signature] 6/15/99
Assistant County Counsel Date

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-21 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

Portland Community College**COMMERCIAL GENERAL LIABILITY**

COMPANY	POLICY NUMBER	POLICY TERM
---------	---------------	-------------

OSBA Property & Casualty Trust United States Fidelity & Guaranty	30027876000S	07/01/98-99
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LIMITS:

\$ 1,000,000	Combined Bodily Injury and Property Damage or Wrongful Act - each occurrence
\$ 5,000,000	Aggregate
\$ 50,000	Pollution Legal - Claims Made Coverage Each Loss/Annual Aggregate, Bodily Injury, Property Damage or Clean up costs

COVERAGE:

- Comprehensive Form
- Premises/Operations
- Products/Completed Operations
- Blanket Contractual
- Owners and Contractors Protective
- Personal Injury Liability
- Nonowned Watercraft up to 26 feet
- Limited Worldwide Products
- Employees, Board Members, & Volunteers as Additional Insureds
- Teachers Liability
- Host Liquor Liability
- Incidental Medical Malpractice
- Wrongful Acts Including Prior Acts
- Student Professional Liability

SELF-INSURED RETENTION: \$ 100,000

Deductible:

\$ 25,000	Wrongful Acts (E&O)
\$ 1,000	Per Pollution Incident

Portland Community College

6/98

This Insurance Summary provides a brief description of the insurance policies to help you identify the main highlights of the coverage. In the event of any discrepancy between the synopsis and the policies, the terms and conditions of the policies shall apply.

**PROFESSIONAL SERVICES AGREEMENT
for
WORKERS' COMPENSATION PROGRAM**

This AGREEMENT is made and entered into this 5th day of May, 1998, by and between Johnston & Culberson, 3500 Two Union Square, 601 Union Street, Seattle, Washington 98101 ("Contractor" herein) and Portland Community College, 12000 S.W. 49th Avenue, Portland, Oregon 97219 ("College" herein).

In consideration of the mutual covenants and provisions set forth herein, Contractor and College agree as follows:

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 The purpose of this AGREEMENT is to clarify the relationship between the College and the Contractor. The Contractor shall provide Third Party Administrator Services: Workers' Compensation Program for the Human Resources Department and/or Third Party Administrator Services: Liability and Casualty Claims for the Procurement & Risk Services Department. In consideration for said services, the College shall pay the Contractor such monies and in such manner as herein described.

ARTICLE 2. WHOLE AGREEMENT

- 2.1 The Request for Proposals Document, any Addenda issued, and the proposal response accepted, all of which are bound herewith and by this reference incorporated herein and all modifications incorporated in the documents before their execution are hereby made a part of this agreement and together comprise the contract documents.

ARTICLE 3. WRITTEN NOTICE

- 3.1 Any notice of change, termination or other communication having a material effect on this AGREEMENT shall be served in one or more of the following manners:
- a. In-person delivery to an authorized officer, employee, agent or other representative of the contracting parties.
 - b. Deposited in the U.S. mails under certified or registered handling, postage prepaid, posted to the address(es) given in this document.

ARTICLE 4. GOVERNING LAW/VENUE

- 4.1 This AGREEMENT shall be governed by the laws of the State of Oregon. Any action or suit commenced in connection with this AGREEMENT shall be in the Circuit Court of Multnomah County. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the court including any action at the appellate level.

- 4.2 All rights and remedies of the College shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the College according to law. It is agreed that fifteen (15) calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.**

ARTICLE 5. OREGON REVISED STATUTES

- 5.1 All requirements of the Oregon Revised Statutes Nos. 279.310 through 279.430, Public Contracting, as applicable, are incorporated herein by reference.

ARTICLE 6. JUDICIAL RULINGS

- 6.1 If any provision of this AGREEMENT as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable the same shall in no way affect any other provision of this AGREEMENT or the validity or enforceability of this AGREEMENT.

ARTICLE 7. INDEPENDENT CONTRACTOR

- 7.1 The Contractor shall be an "independent contractor." All persons employed to furnish services thereunder are employees of the Contractor and not of the College. Further, the College shall not be liable for any of the Contractor's acts or omissions performed under this or other agreements to which Contractor is party.

ARTICLE 8. INDEMNIFICATION AND INSURANCE

- 8.1 Contractor shall save harmless and indemnify the College, its officers, employees and agents for any and all claims, damages, losses and expenses, including but not limited to reasonable attorney(s) fees arising out of or resulting from performance of or failure to perform the obligation of this AGREEMENT.
- 8.2 The Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance covering the Contractor, its employees and agents. All such insurance shall name Portland Community College, its officers, employees and agents, as an ADDITIONAL INSURED, and shall be for a minimum of \$200,000.00 per person, \$500,000.00 per occurrence, and \$50,000.00 property damage. A copy of the policy or Certificate of Insurance acceptable to the College shall be filed with the College prior to the effective date of this agreement. The policy or certificate shall provide for thirty (30) days' notice of cancellation or material change.

Certification to the College is required for each of the following policies:

- A. Comprehensive general liability insurance covering personal injury and property damage. This insurance shall include contractual liability coverage for the indemnity provided under this contract;
 - B. Automobile liability insurance;
 - C. Professional liability insurance covering any personal injury or property damage caused by error, omission, or any negligent act;
- 8.3 The Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. The Contractor shall provide the College with certification of workers' compensation insurance, with employer's liability in the minimum of \$100,000.00.

ARTICLE 9. NONDISCRIMINATION

- 9.1 No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this AGREEMENT on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by the College.

ARTICLE 10. FUNDING

- 10.1 In the event the Board of Directors of Portland Community College reduces, changes, eliminates, or otherwise modifies the funding for the project identified herein, Contractor agrees to abide by any such decision including termination of service.

ARTICLE 11. NONASSIGNMENT

- 11.1 No portion of any interest in this AGREEMENT may be assigned to a third party without the express and prior written approval of the College.

ARTICLE 12. USE OF COLLEGE FACILITIES

- 12.1 Contractor and its employees or agents shall have the right to use only those facilities of the College that are necessary to perform services under this AGREEMENT and shall have no right of access to any other facilities of the College without the prior approval of the College.

ARTICLE 13. SIGNATORIES

- 13.1 If this AGREEMENT is signed by more than one representative of the Contractor, the obligations of each so signing shall be joint and several.

ARTICLE 14. TERMINATION OF AGREEMENT

14.1 This AGREEMENT may be terminated under the following conditions:

- A. By written mutual agreement of both parties. Termination under this provision may be immediate.
- B. Upon thirty (30) calendar days written notice by either party to the other of intent to terminate.

If this AGREEMENT is terminated by either party, the College agrees to pay to the Contractor all costs and expenses associated with services provided to the effective date of termination. Monies due and payable will be calculated based on actual costs and the schedule set forth in Article 20.

Notwithstanding any termination thereunder, all requirements of this AGREEMENT shall remain in full force and effect through the date of termination.

ARTICLE 15. STANDARD OF SERVICES

- 15.1 Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services. It is understood that the Contractor must perform the services based in part on information furnished by the College and that the Contractor will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.
- 15.2 Contractor warrants that the recommendations, guidance and performance of any person assigned under this AGREEMENT shall be in accordance with sound technical practice and professional standards and the requirements of this AGREEMENT.

ARTICLE 16. TERM OF AGREEMENT

- 16.1 This AGREEMENT shall remain in full force and effect as written from date of execution through December 31, 2001. At the College's option the initial agreement may be extended for an additional two (2) year period through December 31, 2003.
- 16.2 The total term of the contract, including extensions, shall not exceed five (5) years.
- 16.3 The contract may be terminated at any time by either party subject to a thirty (30) day written notice of such termination on the other.

ARTICLE 17. SURVIVAL

- 17.1 The terms, conditions, representations, and all warranties contained in this AGREEMENT shall survive the termination or expiration of this AGREEMENT.

ARTICLE 18. DUTIES AND RESPONSIBILITIES OF THE FIRM

18.1 Service Obligations

- A. Contractor agrees to pay, on behalf of the College, all sums which the College shall become legally obligated to pay as compensation or other benefits under the Workers' Compensation law of the State of Oregon. In providing such service, Contractor shall:
1. Pay all costs charged against the College in any such claim, including legal defense costs and all interest accruing after judgment.
- B. With regard to claims adjusting duties, responsibilities, and expectations, Contractor agrees to:
1. The following claims processing standards:
 - a. Time loss payments will begin within fourteen (14) days of first lost work day or date of employer knowledge.
 - b. "Priority mail," including but not limited to closing medicals and return to work releases, will be acted on by Contractor within three (3) days of receipt.
 - c. Medical and prescription reimbursement to employees will be paid within fourteen (14) days of receipt by Contractor.
 - d. Investigation will be requested within three (3) days of recognition of need by Contractor or the request of the College.
 - e. The goal for completion of an investigation will be seven (7) to fourteen (14) days from date of request.
 - f. Cases will be submitted for closure or a notice of closure will be issued within ten (10) days of receipt of the closing medical report or evidence.
 - g. Current medical information will be in the file on all cases on at least a thirty (30) day basis, absent circumstances beyond Contractor's control.
 - h. The claim file will be established within three (3) days of receiving written notification of the claim by the College.

- i. Claimants with disabling injuries will be contacted within twenty-four (24) hours of the injury unless it is inappropriate to do so. Written notification of the assigned claims administrator will be provided to claimants.
- j. All medical only claims will be closed by twelve (12) months from the date of the injury. A case by case report will be provided of any exceptions to this standard.
- k. The Employer Loss Control Specialist will be informed of any change of \$5,000 or more in an individual claims reserve.
- l. Every ninety (90) days, a Claims Supervisor will review all open claims older than six (6) months with reserves in excess of \$5,000.
- m. Full documentation will be in the claim files in chronological order including statements, medical reports, status reports, check copies, explanations of strategy, supervisor comments and direction, and audit verification.
- n. Claims will be tracked by location department codes within the College.
- o. Statements from claimants should be hand written or recorded and not solicited by form letter.
- p. Routing consideration will be given of subrogation and Second Injury fund relief.
- q. All claim denials and settlements must be approved by the College.

18.2 The following standards with regard to written correspondence:

- A. The College may wish to require the Contractor to provide copies of some of the following documents:
 - 1. Medical reports, chart notes, independent medical examinations as requested.
 - 2. Correspondence on the College's behalf and correspondence with state regulatory or appeals agencies.
 - 3. Time loss verifications: i.e., medical reports, correspondence, affidavits, vocational reports, progress reports, etc., as requested.
 - 4. Correspondence or medical reports discussing permanent partial or permanent total disability awards.
 - 5. Correspondence with physicians, attorneys and rehabilitation consultants.

6. Field claim investigation reports.
 7. Claim denial letters.
 8. Reserve evaluation worksheets for each major reserve change (change of \$10,000 or more).
 9. Copies of benefit payments.
 10. Copies of state audit results for the College.
- B. Copies of significant written correspondence to the claimant, medical provider, or the state regulatory agency are to be issued to the College.

18.3 The following standards with regard to telephone communications:

A. Contractor will contact the College:

1. Regularly to review pertinent open claims and discuss any developments and case action plans.
2. At such time as a decision must be made whether to accept or deny a claim.
3. Before the initial time-loss check is sent out and periodically thereafter to confirm return to work status.
4. To discuss the need for an independent medical examination and the physician being considered for the assignment. Another contact will be made upon receipt of independent medical examination report to discuss the results of the examination and future actions.
5. If a vocational rehabilitation referral is contemplated to discuss the particular vocational consultant being considered.
6. When the need for defense counsel is anticipated to discuss the appropriate lawyer or firm.
7. To obtain approval of surveillance or subrosa investigation.
8. Upon receipt of medical documentation sufficient to close time loss claims.

18.4 The following additional responsibilities:

- A. The Senior Claims Examiner will be available to meet with College Management regularly, to discuss open claims and other related issues.

- B. The College Loss Control Specialist or their assigned representative has the right to review all claims being handled by the Contractor for the College.
- C. The College has the right to conduct annual claims auditing. Contractor will fully cooperate with College sponsored claims auditing. The College will provide sufficient notice of the audit so as not to cause undue disruption to Contractor operations. The College will be charged time and expenses incurred by Contractor associated with the audit at a rate of * \$0.00 * per hour.

18.5 Contractor agrees to:

- A. Provide Loss Reports with respect to claims paid.
- B. Contractor shall accumulate and store, until such time as this Agreement may be terminated, files associated with the administration of claims as described under the terms of this Agreement. Any and all such files shall be the property of and shall be returned to the College for storage and handling upon termination of this Agreement or upon request of the College.
- C. Contractor shall provide the College with a monthly statement which will show paid claims. A statement showing the amount owed to the Contractor by the College for administrative expenses shall be provided within the first ninety (90) days of the Contract term.
- D. Contractor shall submit and file with the Workers' Compensation Division- Department of Insurance and Finance all reports, forms and information required by law. Further, Contractor shall send an informational letter to the College's injured workers at the outset of each claim which details the status of the claim and the benefits to be expected by the claimant.

ARTICLE 19. FEES

- 19.1 The Contractor agrees to provide professional administration services for Portland Community College as herein specified and in the manner herein specified. The College shall have no liability for taxes, insurance or other expenses associated with the performance of the Contractor's duties thereunder. Said fees are as follows: (See Addendum A)

ARTICLE 20. METHOD OF PAYMENT

- 20.1 The fee, Article 19, shall be paid by the College to the Contractor within thirty (30) days after receipt of approved invoice.

ARTICLE 21. PUBLICITY

- 21.1 Contractor shall not use in its external advertising, marketing programs, or other promotional efforts any data, pictures, or other representations of the College except on prior specific written authorization from College management.

ARTICLE 22. SUBCONTRACTING

- 22.1 The Contractor shall not employ other contractors without prior written approval of the College, nor shall the duties of the Contractor under the contract be delegated without prior written approval of the College. Unless otherwise expressly agreed by the College, the Contractor shall remain responsible for the quality and timeliness of performance notwithstanding any delegation.
- 22.2 The Contractor will assume full responsibility for administering and managing all its subcontractor(s). All College communications concerning any subcontractor will be directed through the Contractor's resident general manager.
- 22.3 Every subcontractor shall be bound by the items and provisions of the contract documents as far as applicable to his work. Nothing contained herein shall create any contractual relation between any subcontractor and the College. Contractor shall be fully responsible to the College for the acts and omissions of his subcontractor(s).

ARTICLE 23. AFFIRMATIVE ACTION PROGRAM

- 23.1 During the performance of this AGREEMENT the Contractor is required to follow the policy of the College's Affirmative Action Program which is to promote the objectives of the Equal Employment Opportunity Commission's guidelines as set forth in the Equal Employment Opportunity Act of 1972, Oregon State laws, legal mandates, and Presidential Executive Order 11246 of September 24, 1965. The goal of this program is to insure equal employment opportunities for all persons without regard to race, color, age, creed, national origin, religion, sex or physical requirements not constituting a bona fide occupational qualification. It shall be the Contractor's responsibility to obtain the specific requirements of this program and implement them accordingly or be subject to contract termination and suspension from future College contracts.

ARTICLE 24. CHANGES

- 24.1 The fee specified herein shall include all services specified herein. Any change in the frequency or type of services shall cause the fee to be adjusted plus or minus accordingly.

ARTICLE 25. COLLEGE PRIORITIES

- 25.1 The Contractor shall comply promptly with any requests by the College relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.

ARTICLE 26. OWNERSHIP AND USE OF DOCUMENTS

- 26.1 All documents, reports, working papers or other material submitted to the College from the Firm shall become the sole and exclusive property of the College, in the public domain, and not the property of the Firm. The Firm shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the College as a result of this AGREEMENT.
- 26.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be considered as publication in derogation of the Contractor's rights.

ARTICLE 27. ASSISTANCE AND COOPERATION

- 27.1 The College shall cooperate with the Contractor and upon Contractor request, shall attend hearings and trials, and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of all suits or proceedings.

ARTICLE 28. SETTLEMENT AUTHORITY

- 28.1 Except in those controverted cases where the College has retained counsel, and subject to final approval of settlement by the College, Contractor shall have authority to investigate, negotiate, adjust and settle claims subject to the Workers' Compensation laws of the State of Oregon. No claim shall be settled without prior authority from and approval of the College.

ARTICLE 29. CONFIDENTIALITY

- 29.1 Contractor will recognize the need for confidentiality as to the College's claims data and other information provided to the Contractor by the College. Absent specific approval from the College, Contractor shall release only such information and records as are required by applicable statute and administrative rule. Contractor will take all reasonable steps to ensure confidentiality of claims data and other records or information.

ARTICLE 30. SIGNATURE PAGE

30.1 The Contractor and the College hereby agree to all provisions of this AGREEMENT.

Signed this 5th day of May, 1998.

FOR THE CONTRACTOR:



Signature

Fred R. Culbertson

Name (Printed)

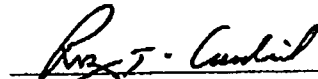
EXECUTIVE VICE PRESIDENT
Title Johnston & Culbertson, Inc.

601 Union St. Suite 3500
Address

Seattle, WA 98101
City, State, Zip

206-622-2141
Phone Number

FOR THE COLLEGE:



Signature

Bruce S. Cawson

Name (Printed)

MANAGER, PROCUREMENT & RISK SVCS.
Title

Mailing Address

P. O. Box 19000
Portland, OR 97280-0990

(Seal)

(Seal)

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

12/18/97

(Date)

DEPARTMENT Community Justice

DIVISION

CONTACT Meganne Steele

TELEPHONE

248-3961

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Rick JensenSUGGESTEDAGENDA TITLE

(to assist in preparing a description for the printed agenda)

Budget modification to increase the Department of Community Justice FY 98-99 budget by \$274,582 in Casey Foundation Grant Revenue

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

The Department of Community Justice FY 98-99 budget will be increased by \$274,582. This includes \$208,867 in FY 97-98 carryover and newly granted FY 98-99 Casey Foundation Grant Juvenile Detention Alternatives Initiative funds and \$65,715 in FY 98-99 Casey Foundation Model Host Site Grant dollars.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Casey Foundation Grant revenue

\$274,582

BOARD OF
 COUNTY COMMISSIONERS
 99 JUN 16 PM 2:11
 MULTNOMAH COUNTY
 OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

6/9/99

Department Director

Date

6-14-99

Plan/Budget Analyst

Date

6/16/99

Employee Services

Date

Board Approval

Date

6/24/99

BMDCJ99_37

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

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

Permanent Positions, Temporary, Overtime, or Premium		Explanation of Change	CURRENT FY			TOTAL Increase (Decrease)
			BASE PAY Increase (Decrease)	Increase/(Decrease)		
				Fringe	Ins.	
1.00	Juvenile Justice Administrator (6 months Jan-Jun)	33,048	8,333	1,004	42,385	
0.68	Juvenile Court Counselor (3 months Jan-Mar)	6,261	1,578	169	8,008	
	Premium Pay (3 months Jan-Mar)	426	107	12	545	
	Temporary	15,432	3,890	417	19,739	
					0	
					0	
					0	
					0	
					0	
					0	
TOTAL CURRENT FISCAL YEAR CHANGES		55,167	13,908	1,602	70,677	

BUDGET MODIFICATION NO.

BMDCJ99 37

EXPENDITURE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

12

BUDGET FY

98-99

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	22	2710		JCSY	5100	47,621	70,406	22,785		Permanent
		156	22	2710		JCSH	5100	0	16,524	16,524		Permanent
		156	22	2710		JCSY	5200	5,000	20,432	15,432		Temp
		156	22	2710		JCSY	5400	1,428	1,854	426		Premium
		156	22	2710		JCSY	5500	9,001	18,743	9,742		Salary-Related
		156	22	2710		JCSH	5500	-	4,166	4,166		Salary-Related
		156	22	2710		JCSY	5550	5031	6131	1,100		Insurance
		156	22	2710		JCSH	5550	0	502	502		Insurance
											70,677	
		156	22	2710		JCSY	6060	25,000	121,615	96,615		Pass Through Contracts
		156	22	2710		JCSY	6110	10,000	49,020	39,020		Professional Services - Consulting
		156	22	2710		JCSH	6110	-	23,838	23,838		Professional Services - Consulting / Curriculum Dev.
											159,473	
		156	22	2710		JCSY	6120	800	1,000	200		Printing
		156	22	2710		JCSH	6120	-	6,400	6,400		Printing
		156	22	2710		JCSH	6230	-	894	894		Supplies
		156	22	2710		JCSY	6310	16,500	33,500	17,000		Educ / Training
		156	22	2710		JCSH	6310	-	10,208	10,208		Educ / Training
		156	22	2710		JCSY	7100	8,218	14,299	6,081		Indirect
		156	22	2710		JCSH	7100	-	3,183	3,183		Indirect
		156	22	2710		JCSY	7150	466	932	466		Telecommunications
											44,432	
		100	75	9120			7700	8,218	17,482	9,264	9,264	Contingency (indirect costs)
		400	70	7531			6580	5,031	6,633	1,602	1,602	Internal Svc Reimb - Insurance Fund
		400	70	7990			6140	466	932	466	466	Internal Svc Reimb - Telecommunications
TOTAL EXPENDITURE CHANGE										285,448	285,914	

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

12

BUDGET FY

98-99

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	022	2710		JCSY	6801	126,207	335,073	208,867		Casey Foundation Juvenile Detention Alternatives Initiative
		156	022	2710		JCSH	6801	-	65,714	65,715		Casey Foundation Model Host Site Program
		100	075	7410			6602	8218	17,482	9,264		Indirect Cost
		400	070	7531			6602	5031	6,633	1,602		Insurance
		402	070	7990			6602	466	932	466		Telecommunications
TOTAL REVENUE CHANGE										285,914	285,914	




MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Meganne Steele, Budget and Policy Manager
Department of Community Justice 

DATE: June 14, 1999

SUBJECT: Approval of budget modification to appropriate \$274,582 in Annie E. Casey Foundation grant revenue to Juvenile Community Justice

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends approval of budget modification #DCJ99 37, which revises the FY 98-99 total Annie E. Casey Foundation revenue and reprograms funds in accordance with the Foundation's support of the Juvenile Detention Alternatives Initiative and the Host Site / Model Project.

II. BACKGROUND/ANALYSIS:

The Annie E. Casey Foundation has committed \$208,867 in carryover and new grant funds to continue the original implementation grant for the Detention Reform Initiative through this fiscal year. These funds continue to support .5 FTE of the Project Administrator position, the Project Assistant, and the functions of MIS and Shelter Beds as alternatives to detention. Additional FY 98-99 funds of \$65,715 cover the remaining .5 FTE of the Project Administrator position and implementation of the Foundation's Host Site / Model project, which allows Multnomah County to share with other municipalities, both our methodologies for detention reform and the lessons learned from engaging in such a system reform process. This budget modification brings DCJ's budget into agreement with the projected expenditures related to the Casey Foundation grants through the remainder of this fiscal year.

III. FINANCIAL IMPACT:

This budget modification will increase the DCJ FY 98-99 appropriation by \$274,582 in Annie E. Casey Foundation grant revenue to cover costs related to grant initiatives. Additional grant dollars are included in the FY 2000 budget to continue supporting .5 FTE of the Program Administrator position through December 31, 1999. Multnomah County is

making no commitment to the Annie E. Casey Foundation to continue funding these positions or services beyond December 31, 1999 when grant funding ends.

- IV. LEGAL ISSUES: N/A
- V. CONTROVERSIAL ISSUES: None
- VI. LINK TO CURRENT COUNTY POLICIES: This agreement is linked directly to the County's benchmarks of reducing juvenile crime and increasing high school completion.
- VII. CITIZEN PARTICIPATION: The Annie E. Casey Foundation Juvenile Detention Alternatives Initiative was planned and developed by the citizen based Detention Reform Committee (DRC) which was chaired by Chair Stein.
- VIII. OTHER GOVERNMENTAL PARTICIPATION: This project is a countywide initiative, which includes the support and participation of the Portland Police Department, Judiciary, District Attorneys, Defense Attorneys, Schools and Community Providers.

MEETING DATE: JUN 24 1999
AGENDA NO: C-23
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Metro for Solid Waste Enforcement

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

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

DEPARTMENT: SHERIFF'S OFFICE DIVISION: Law Enforcement

CONTACT: Dan Oldham TELEPHONE #: 251-2519
 BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement with Metro for Solid Waste Enforcement

6/24/99 ORIGINALS TO FRANK RAY

SIGNATURES REQUIRED:

MCSO EXECUTIVE ASSISTANT:

Dan Oldham

ELECTED OFFICIAL:
(OR)

Dan Oldham

DEPARTMENT MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
99 JUN 10 PM 2:19
MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached Contract #: 0010306
Amendment #: _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-23</u> DATE <u>6/24/99</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
--	--	--

Department: Sheriff's Office Division: Enforcement Date: 5/25/1999
 Originator: Cmdr. Mel Hedgpeth Phone: 251-2523 Bldg/Rm: 313/102
 Contact: Frank Ray Phone: 251-2402 Bldg/Rm: 313/124

Description of Contract: Metro Regional Government solid waste enforcement and cleanup.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 800109, 800138, 800087, 800246, 800385, 800374

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR _____

#/DATE: _____ DATE: _____ # _____

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Metro</u>		Remittance address _____	
Address <u>Attn: Regional Environmental Management Director</u>		(If different) _____	
<u>600 NE Grand Avenue</u>			
<u>Portland, OR 97232</u>			
Phone <u>503-797-1678</u>	Payment Schedule / Terms		
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>7/1/1999</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>6/30/2000</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Original Contract Amount \$ <u>344,177.00</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____		
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ _____			
Total Amount of Agreement \$ <u>344,177.00</u>			

REQUIRED SIGNATURES:

Department Manager <u>Mel Hedgpeth</u>	DATE <u>6/4/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/15/99</u>
County Chair <u>[Signature]</u>	DATE <u>6/24/99</u>
Sheriff <u>[Signature]</u>	DATE <u>6/7/99</u>
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	<u>180</u>	<u>025</u>	<u>3130</u>			<u>2780</u>					
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

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010, et seq. and ORS 206.345 between MULTNOMAH COUNTY by and through the Multnomah County Sheriff's Office (COUNTY) and METRO, a Metropolitan service district.

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq. and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to ORS 206.345; and

WHEREAS, METRO is a municipal corporation formed and operating under state law and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to ORS 190.010, et seq. and

WHEREAS, METRO desires to contract with the COUNTY for the performance of certain law enforcement functions, related to METRO's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office (hereinafter "MCSO"); and

WHEREAS, the COUNTY through the MCSO is able and, prepared to provide the services required by METRO under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

FLOW CONTROL INVESTIGATION

1. The COUNTY agrees to provide solid waste Flow Control and general investigative police service to METRO. Such police service shall include:
 - (a) Enforcement of all duly enacted ordinances of METRO related to flow control investigation and waste management;
 - (b) Random and directed surveillance of persons collecting transporting, storing, treating and disposing of solid and liquid waste to ensure such persons are complying with applicable laws relating to waste management;
 - (c) Background investigations of prospective vendors, contractors who enter into agreements with METRO to provide solid and liquid waste management services or are subject to METRO regulation by law or agreement. Such

background investigations shall be subject to the restrictions and limitations imposed by law regarding the use of computerized criminal history information;

- (d) At METRO's request, investigation, case preparation, and prosecution assistance in cases involving offenses (including, but not limited to fraud, racketeering, and material breach of contract) allegedly committed by vendors, contractors, or subcontractors doing business with METRO or by facilities, firms or individuals subject to METRO or by law or agreement.
 - (e) Criminal intelligence briefings on the waste management industry nationwide, statewide, and locally; specifically focusing upon any connection or relationship between industry participants and known elements of organized crime or other criminal activities.
 - (f) Other general investigative work as requested by Metro.
2. In accordance with ORS 206.345 (2), the COUNTY and METRO agree that during the existence of this Agreement, the sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by law or by terms of this Agreement, including full power and authority to cite violators, arrest for violations of applicable criminal laws, and take other enforcement action for violations of all duly enacted ordinances of METRO relating to flow control and management.

ILLEGAL DUMPSITE CLEANUP - INMATE WORKCREWS

3. The COUNTY agrees to provide a supervised inmate work crew to clean up illegal dumpsites within the jurisdictional boundaries of METRO. Sites will only be cleaned up as requested by METRO, in writing, or by facsimile transmission. The COUNTY further agrees that:
- (a) Each crew will be supervised by one or more corrections officers trained and experienced in managing inmate work crews;
 - (b) Each work crew will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
 - (c) Each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job.
 - (d) Each work crew supervisor shall be directed to identify and retain through procedures designed to maintain a defensible chain of custody, any evidence that may lead to a successful prosecution of persons dumping waste illegally.
4. The COUNTY and METRO agree:
- (a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - (b) The inmate work crew, including inmates and ASSIGNED PERSONNEL, shall not be

required to clean-up any dump site where known or suspected hazardous materials are present; and

- (c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

PERSONNEL MATTERS

5. The COUNTY agrees to provide for the performance of the duties hereunder two (2) FTE deputy sheriffs, and one point eight (1.8) FTE corrections officers. The COUNTY will provide one (1) FTE sergeant in place of one (1) FTE deputy sheriff, should the nature of the work performed under this contract require the skills, expertise, experience and supervisory authority of a sergeant. The COUNTY will notify METRO in advance of assigning a sergeant to perform duties under this contract, and such assignment will be subject to METRO's prior approval. These persons are hereinafter referred to as "ASSIGNED PERSONNEL." For the purpose of This Agreement, one (1.0) FTE position means an employee who is regularly scheduled to work at least 40 hours per week.
6. The COUNTY and METRO agree that one or more of the deputy sheriffs provided hereunder may be provided by a law enforcement agency other than MCSO. In such event, the other law enforcement agency hereinafter shall be referred to as a "PARTICIPATING AGENCY."
7. The COUNTY agrees that the sergeant, deputy sheriffs, and corrections officers provided as ASSIGNED PERSONNEL shall be certified in their respective disciplines by the State's Board of Public Safety Standards and Training.
8. The COUNTY and METRO agree that the ASSIGNED PERSONNEL provided hereunder by MCSO or PARTICIPATING AGENCY shall be and remain employees of the COUNTY or PARTICIPATING AGENCY. The ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO. Metro shall nevertheless retain the right, upon request and for cause stated, to have Assigned Personnel removed from assignment under this Agreement and replaced by other Assigned Personnel meeting the requirements of this Agreement.

9. METRO does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this Agreement or for any other liability not provided for in this Agreement.
10. The COUNTY shall maintain Workers' Compensation insurance coverage for ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
11. The COUNTY and METRO agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this Agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.
12. The COUNTY and METRO agree that all labor disputes arising out of this Agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this Agreement, and the personnel rules of the COUNTY or PARTICIPATING AGENCY.
13. The COUNTY and METRO acknowledge that the ASSIGNED PERSONNEL will be absent from duty for various reasons, including but not limited to vacation, holiday, illness, injury, training, leave of absence, and administrative leave. The COUNTY and METRO also acknowledge that some employee absences are the result of paid leave that the ASSIGNED PERSONNEL earn and are entitled to take. The COUNTY and METRO also acknowledge that some employee absences are the result of actions taken by the employer, with or without the employee's consent. In accordance with the foregoing acknowledgments, the COUNTY and METRO agree:
 - (a) Except as provided in subsection (b) below, the COUNTY will not be responsible or otherwise obligated to replace any ASSIGNED PERSONNEL who is absent due to paid accrued leave, including but not limited to: vacation, holiday, sick leave or who is absent while participating in training directly related to the services-required by METRO. However, the COUNTY will make a good faith effort to schedule known, projected absences so as to minimize the impact on the COUNTY's ability to perform under this Agreement.
 - (b) The COUNTY or PARTICIPATING AGENCY will replace any ASSIGNED PERSONNEL who is absent due to: 1) vacation time exceeding 10 days during the fiscal year; 2) employer action, including but not limited to training not related to or provided by this Agreement; 3) leave of absence granted at employer's discretion; 4) administrative leave; or 5) absence due to a job related injury covered by worker's compensation.
 - (c) In the event the COUNTY or PARTICIPATING AGENCY does not replace any ASSIGNED PERSONNEL pursuant to subsection (b) of this section, the COUNTY will not invoice METRO for those personnel costs.

OFFICE SPACE

14. METRO agrees to provide for the COUNTY's use sufficient office space, to include costs for utilities, including telephone service, at METRO's premises or at a site mutually agreed upon by the parties.

EQUIPMENT PURCHASE, USE AND DISPOSITION

15. Agreement provides for purchase of materials and supplies for the COUNTY's use as provided hereunder. For the purpose of this Agreement, "materials" includes capital equipment with a unit cost of \$1,000 or more. "Supplies" includes any item with a unit cost of less than \$1,000.
16. COUNTY agrees to purchase all materials and supplies in accordance with Exhibit A, attached hereto and incorporated by reference herein.
17. The COUNTY and METRO agree that during the term of this Agreement all materials and supplies, including capital equipment, shall be under the exclusive control of the COUNTY for the COUNTY's use in performing its duties hereunder. The COUNTY and METRO further agree that upon termination of this Agreement, all remaining materials and supplies purchased hereunder, including capital equipment, shall be owned by METRO.
18. Notwithstanding the provisions of section 16, METRO hereby grants to the COUNTY an option to purchase from METRO any or all remaining materials; and supplies at a price mutually agreed upon by the parties, not to exceed the fair market value of the items at the times of purchase. The COUNTY agrees to give METRO notice of the COUNTY's intent to exercise its option under this section within 60 days following termination of this Agreement.

CONTRACT COSTS

19. METRO shall pay COUNTY for all costs, services performed and materials delivered in the maximum sum of THREE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED SEVENTY SEVEN AND NO/100THS DOLLARS (\$344,177.00). This maximum sum includes all fees, costs and expenses of whatever nature to which COUNTY may become entitled under this Agreement. All costs listed on Exhibit A, which is The Budget for the project prepared by COUNTY, are on a "not to exceed" basis, and shall be billed quarterly for costs incurred, services performed and materials delivered during the previous quarter. COUNTY, and is incorporated herein by this reference, shall submit itemized billings to METRO not more frequently than once each calendar year quarter, and METRO shall make payment to Contractor within 30 days of receipt of approved billings.

INDEMNIFICATION AND LIABILITY

20. The COUNTY shall indemnify, defend and hold harmless METRO, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of the ASSIGNED PERSONNEL acting pursuant to the terms of this Agreement, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

21. METRO in turn agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees and agents, including ASSIGNED PERSONNEL from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts errors or omissions of METRO or its assignees, within the limits of the Oregon Tort Claims Act and the Oregon Constitution.

DISPUTE RESOLUTION

22. While the parties have attempted to make an Agreement anticipating and addressing their concerns, METRO and the COUNTY acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. METRO and the COUNTY agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
23. METRO and the COUNTY agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

CONTRACT ADMINISTRATION

24. The Multnomah County Sheriff or his designated representative will represent the COUNTY in all matters pertaining to administration of this Agreement.
25. METRO designates its Regional Environmental Management Director to represent METRO in all matters pertaining to administration of this Agreement.
26. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Regional Environmental Mgmt. Director, Metro
600 N.E. Grand Avenue
Portland, OR 97232

CONTRACT MODIFICATION AND TERMINATION


27. This Agreement shall be effective from the 1st day of July, 1999, and shall run through the 30th day of June 2000, unless extended.

28. METRO and the COUNTY agree that either party to this Agreement may terminate said Agreement by giving the other party not less than 90 days written notice. This agreement shall be extended for an additional one year period, unless such 90 day written notice is given.
29. METRO and the COUNTY agree that this Agreement may be modified or amended by agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both METRO and the COUNTY.
30. This Agreement is not intended to benefit any individual, employee, group of employees corporation or other legal entity other than the parties to this Agreement. This Agreement shall not be deemed to vest in any third party any rights, nor shall it be deemed to be enforceable by any third party in any legal, equitable or administrative proceeding whatsoever.

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

MULTNOMAH COUNTY

METRO

By: 
Dan Noelle, Sheriff


By: _____
Metro Executive Officer

Date: 6/7/99


Date: _____

Reviewed:
Thomas Sponsler, County Counsel

For Multnomah County

By: 
Jacquie Weber, Assistant Counsel

Date: 6/15/99


County Chair
June 24, 1999
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-23 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

Multnomah County Sheriff's Office METRO Unit Budget For Fiscal Year 7/1/1999 – 6/30/2000

Budget Detail:

Obj. Code	Rev. Code	Description	Expenses	Revenues
5100		Permanent	204,171	
5300		Overtime	1,500	
5500		Salary related exp.	52,677	
5550		Insurance benefits	28,549	
6110		Prof. Services	2,000	
6140		Comms.	2,000	
6180		Repairs	1,029	
6230		Supplies	2,000	
6310		Training	2,000	
7100		County Indirect	38,344	
7300		Motor Pool	9,907	
8400		Equipment	-	
	2780	Metro Svc. Dist.		(343,628)
	7601	County Gen. Fund		(549)
Totals:			344,177	(344,177)

Personnel Detail:

	FTE	Base	Fringe	Insurance	Total
Corr. Off.	1.8	92,061	23,567	13,493	129,121
Deputy	1	55,366	14,172	6,059	75,597
Deputy	1	56,744	14,525	8,960	80,229
Overtime	0	1,500	413	37	1,950
Totals:	3.8	205,671	52,677	28,549	286,897

BUDGET MODIFICATION NO.

BM MCSO 99-07

(For Clerk's Use) Meeting Date JUN 24 1999

Agenda No. C-24

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification requesting authorization to add \$14,960 to the Sheriff's budget to fund the activities of the Gorge Outpost mobile community policing office, and adding \$14,960 in CopsMore revenue.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will add \$14,960 to the Sheriff's Enforcement Division budget to fund the operation of mobile community policing office in the Columbia River Gorge. The money will be added to the overtime line item. Our costs will be paid by the US Department of Justice through a "Cops More" grant, and that revenue will also be budgeted through this budget modification.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase U.S. Department of Justice Cops More revenue \$14,960

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of) \$

Date

After this modification \$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BM MC5099-07

Transaction E [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDGET FY:

[illegible]

Transaction R [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDGET FY:

Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	025	3190			2165			14,960		Cops More grant
100	075	7410			6602			1,831		Fed/State fund
400	070	7522			6602			1,322		Service reimb. from fund 156
								18,113	Total Revenue Change	

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcso99_07	BM	99	Appropriates \$14,960 in COP's MORE grant to fund a mobile community policing office in the Columbia Gorge. Funds OT in the enforcement budget.	No			1	156	025	3190	5300		9,445							
							2	156	025	3190	5500		2,362							
							3	156	025	3190	5550		1,322							
							4	156	025	3190	7100		1,831							
							6	156	025	3190		2165	14,960							
							7	400	070	7531		6602	1,322							
							8	100	075	7410		6602	1,831							
							9	400	070	7531	6580		1,322							
							10	100	075	9120	7700		1,831							

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, *Dan Noelle*
Sheriff

TODAY'S DATE: JUNE 9, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION APPROPRIATING \$14,960 IN COPS MORE GRANT
FUNDING TO FUND A MOBILE COMMUNITY POLICING OFFICE IN THE COLUMBIA
GORGE

I. Recommendation/Action Requested:

Recommend approval of a budget modification that will add \$14,960 to overtime in the Sheriff's enforcement budget. Funds will be used to staff a mobile community policing office that will be stationed in the Columbia Gorge.

II. Background/Analysis:

Each year, the Columbia River Gorge has in excess of one million tourists. The bulk of these tourists are in the summer months. With such a high number of visitors a high incidence of thefts, vehicle break ins, etc. are common. This bud mod, through a grant from the federal government, will allow the Sheriff's Office to use an existing motor home and staff a mobile community policing office in the gorge area. The mobility of the motor home will allow officers to move back and forth to high visitor areas.

III. Financial Impact:

This bud mod appropriates revenue from the Federal Government Cops More Program. The total award is \$14,960 to be used for base pay in officer overtime.

III. Legal Issues:

None known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

This grant will help support the county's long term vision of Increased Sense of Safety and Security.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Federal Government through the Cops More grant program.

MEETING DATE: June 24, 1999
AGENDA NO: C-25
ESTIMATED START TIME: 9:30 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment to Oregon State Marine Board Intergovernmental Revenue Contract

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

REGULAR MEETING: DATE REQUESTED: June 24, 1999
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Sheriff's Office DIVISION: Law Enforcement

CONTACT: Dan Oldham TELEPHONE #: 251-2519
BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

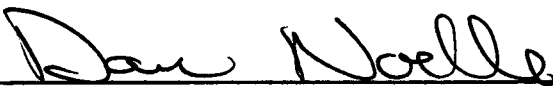
☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

*Amendment 1 to Intergovernmental Revenue Agreement 800679
Increasing Oregon State Marine Board Marine Safety
and Law Enforcement Funding for Purchase of Specific Sheriff's River Patrol
Supplies and Equipment*

6/24/99 ORIGINALS to Frank Ray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CARROLL Berthe R

From: CARROLL Berthe R
Sent: Thursday, June 10, 1999 3:07 PM
To: RAY Frank A
Subject: "HOLDING" Contract #800679-1/Oregon State Marine Board

Frank, Franna has asked that I hold the above contract until it has been approved by the Board. She did, however, state that if there was any chance that the revenue would not be received without a processed amendment, she could then go ahead and continue the approval process.

Let me know what I can do. Also, if you need to provide a copy of the amendment (w/attachments) let me know. Thanks!

Berthe' Carroll
Contract Administration
Ext. 26106

6/10
3:25P

Franna

Frank called and:

- 1) if the amendment is not fully processed by the end of the month, we won't get the money
- 2) County Counsel actually needs the amendment ~~to~~ to endorse it.

Could you sign off and return to me, and get it over to County Counsel today?

Thanks.
Berthe

County Counsel -

CARROLL Berthe R

From: CARROLL Berthe R
Sent: Tuesday, June 08, 1999 9:27 AM
To: RAY Frank A
Subject: RE: Oregon Marine Board IGA Amendment

F.Y.I

I will forward this contract to County Counsel today. You should, however, contact Deb Bogstad, Board Clerk, to get assistance in preparing your Board Agenda Placement Packet.

Let me know if there is anything else I can do. Thanks!

Berthe' Carroll
Contract Administration
Ext. 26106

-----Original Message-----

From: RAY Frank A
Sent: Tuesday, June 08, 1999 8:11 AM
To: CARROLL Berthe R
Cc: OLDHAM Daniel H
Subject: Oregon Marine Board IGA Amendment

Berthe',

That's fine if this needs to go before the Board. Let me know if you need anything else from me in order to forward this to County Counsel (when you send it to them, could you please let them know the urgency of processing this contract right away?) Thanks.

- Frank



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

RUSH

DAN NOELLE
SHERIFF

(503) 255-3600

Memorandum

Date: 6/4/99
To: Berthe' Carroll
Cc: Sgt. Karl Hutchison
From: Frank Ray *FR*
RE: Oregon Marine Board Contract Amendment
Priority: Urgent

The attached contract amendment 800679-1 reflects an agreement with the Oregon Marine Board to reimburse the Sheriff's Office for additional expenses incurred by the River Patrol.

In order to receive funds under this agreement, it must be executed by the County and returned to the Marine Board prior to the end of this month.

Berthe', we would really appreciate anything you can do to expedite processing of this amendment. Since this is a reimbursement for money we've already spent from a rather tight River Patrol budget, we are very anxious to get it.

Thanks for your assistance.

FAR

6/4/99

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

RUSH!

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

Contract #: 800679
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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-25 DATE 6/24/99 DEB BOGSTAD BOARD CLERK

Department: Sheriff's Office Division: ENF Date: 05/20/99
 Originator: Lt. Van Dyke Phone: Bldg/Rm: 313/RPU
 Contact: Frank Ray Phone: 251-2402 Bldg/Rm: 313/124

Description of Contract: Funding for RPU to conduct Marine Law Enforcement - Amend to Increase revenue from Marine Board

RENEWAL: ☐ PREVIOUS CONTRACT #(S): 800398 and amendment

RFP/BID: RFP/BID DATE:

EXEMPTION EXEMPTION EXPIRATION ORS/AR
 #/DATE: DATE: #:

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor Oregon State Marine Board		Remittance address	
Address 435 Commercial St. NE		(if different)	
Salem, OR 97310-0650			
Attn: Bill Rydbloom			
Phone 373-1405x239	Payment Schedule / Terms		
Employer ID# or SS#	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt	
Effective Date January 1, 1999	<input type="checkbox"/> Monthly \$	<input type="checkbox"/> Net 30	
Termination Date June 30, 1999	<input type="checkbox"/> Other \$	<input type="checkbox"/> Other	
Original Contract Amount \$ 462,631	<input type="checkbox"/> Requirements Not to Exceed \$		
Total Amt of Previous Amendments \$	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ 17,597			
Total Amount of Agreement \$ 480,228			

REQUIRED SIGNATURES:

Department Manager

Purchasing Manager

(Class II Contracts Only)

County Counsel

County Chair

Sheriff

Contract Administration

(Class I, Class II Contracts only)

DATE 5-24-99

DATE

DATE 6/15/99

DATE June 24, 1999

DATE

DATE 6/9/99

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	025	3316			2322					
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.

ceo
HOLDING
4/1/99
bnc

AMENDMENT TO FISCAL YEAR 98/99

MARINE SAFETY AND LAW ENFORCEMENT CONTRACT

By joint agreement between the Oregon State Marine Board and Multnomah County, the existing fiscal 1998/99 Marine Safety and Law Enforcement Contract is amended to reflect an increase in the total contract amount to \$480,228.65. This represents an increase of \$17,597.65 in the amount to be contributed by the Marine Board.

The \$17,597.65 shall be used as follows:

* Dive Team Van	\$9,200.00
* Repairs to Boat #3	\$2,200.00
* Fresh Water Cooling for Boats #1 and #2	\$1,408.34
* Engine for Boat #8	\$4,105.00
* Training for Dep. Farnstrom	\$684.31

FUNDING RECAP:	Existing Contract	\$462,631.00
	Modifications	\$17,597.65
	Revised SMB Total	\$480,228.65

OREGON STATE MARINE BOARD

Multnomah County

Paul Donheffner
Director
5/13/99

Dean Kasso
Sheriff

MULTNOMAH COUNTY
County Governing Board

B Stein
for Beverly Stein, County Chair
Date: 6/10/99

Reviewed:
Thomas Sponsler, County Counsel for
Multnomah County, Oregon

Jacqueline Weber
Jacqueline Weber, Asst. Counsel

* Signature(s) as necessary

PLEASE RETURN ONE SIGNED ORIGINAL TO STATE MARINE BOARD

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-25 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO.

BMLCSO 99-08

(For Clerk's Use) Meeting Date JUN 24 1999

Agenda No. C-260

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification requesting authorization to add \$18,196 to the Sheriff's River Patrol budget to correspond to an increase in State Marine Board revenue.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

The State Marine Board has authorized funding for various one-time-only special supplies and equipment including the purchase of a dive team van, boat engines, and a fresh water cooling system. This modification will appropriate revenue of \$18,196 to cover these expenditures.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increase Marine Board revenue \$18,196.

BOARD OF
COUNTY COMMISSIONERS
JUN 16 PM 2:22
MULTI-COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date

After this modification \$ _____

Originated By

Larry Aab

Date

6/11/99

Department Director

Dan Noelle

Date

6/11/99

Plan/Budget Analyst

Kathleen Buzon

Date

6/15/99

Employee Services

Date

Board Approval

Chermaine C. Boggs

Date

6/24/99

BA1 MCSO 99-08

Transaction E [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

18,795	Total Expenditure Change
--------	--------------------------

Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

18,795	Total Revenue Change
--------	----------------------

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcs099_08	BM	99	Authorizes \$18,196 for various OTO special supplies and equipment (including dive team van, boat engines, and fresh H2O cooling system) to correspond with an increase in the State Marine Board revenue.	No			1	156	025	3316	6230		4,292							
							2	156	025	3316	8400		13,305							
							3	156	025	3316	7100		599							
							4	156	025	3316		2322	18,196							
							5	100	075	7410		6602	599							
							6	100	075	9120	7700		599							

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, *Dan Noelle*
Sheriff

TODAY'S DATE: JUNE 10, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO ADD \$18,196 TO THE SHERIFF'S RIVER PATROL BUDGET TO CORRESPOND TO AN INCREASE IN STATE MARINE BOARD REVENUE

I. Recommendation/Action Requested:

Approval of budget modification to add \$18,196 to the Sheriff's River Patrol budget to correspond to an increase in State Marine Board Revenue.

II. Background/Analysis:

It is not uncommon for the Marine Board to purchase needed equipment and supplies when they have a better financial picture of their state budget operation. This year the Marine Board has authorized the purchase of a van for the Dive Team, a fresh water cooling system, and boat engines for the Sheriff's River Patrol Unit. This budget modification will appropriate the revenue into the Sheriff's budget for purposes of making these one time only purchases.

III. Financial Impact:

This budget modification will add \$18,196 in one time only revenue into the Sheriff's River Patrol budget. These funds are from the State Marine Board and will be contingency fund neutral.

III. Legal Issues:

None known

IV. Controversial Issues:

None known

VI. Link to Current County Policies:

Public Safety

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Oregon State Marine Board

AMENDMENT TO FISCAL YEAR 98/99

MARINE SAFETY AND LAW ENFORCEMENT CONTRACT

By joint agreement between the Oregon State Marine Board and Multnomah County, the existing fiscal 1998/99 Marine Safety and Law Enforcement Contract is amended to reflect an increase in the total contract amount to \$480,228.65. This represents an increase of \$17,597.65 in the amount to be contributed by the Marine Board.

The \$17,597.65 shall be used as follows:

* Dive Team Van	\$9,200.00
* Repairs to Boat #3	\$2,200.00
* Fresh Water Cooling for Boats #1 and #2	\$1,408.34
* Engine for Boat #8	\$4,105.00
* Training for Dep. Farnstrom	\$684.31

FUNDING RECAP:

Existing Contract	\$462,631.00
Modifications	\$17,597.65
Revised SMB Total	\$480,228.65

OREGON STATE MARINE BOARD

Multnomah County

Paul Donkoff
Director

Sheriff

Date

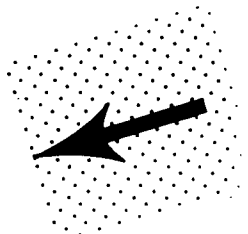
5/13/99

County Administrator

Chair, County Commissioners

* Signature(s) as necessary

PLEASE RETURN ONE SIGNED ORIGINAL TO STATE MARINE BOARD



MEETING DATE: JUN 24 1999
AGENDA NO: C-27
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with Oregon State Marine Board for River Patrol services

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

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

DEPARTMENT: SHERIFF'S OFFICE DIVISION: Law Enforcement

CONTACT: Dan Oldham TELEPHONE #: 251-2519
BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement with Oregon State Marine Board for River Patrol services

6/24/99 ORIGINALS to FRANK RAY

SIGNATURES REQUIRED:

MCSO EXECUTIVE ASSISTANT: Dan Oldham

ELECTED OFFICIAL: Dan Oldham
(OR)

DEPARTMENT MANAGER:

FILED AT
COUNTY COMMISSIONERS
99 JUN 16 PM 2:11:0
MULTI-NORAL COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0010308
Amendment #: _____

CLASS I <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)	CLASS II <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)	CLASS III <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-27</u> DATE <u>6/24/99</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>
---	---	---

Department: Sheriff's Office Division: Law Enforcement Date: 6/11/1999
 Originator: Lt. Piete Van Dyke Phone: 288-6788 Bldg/Rm: 313/River Patrol
 Contact: Frank Ray, Contracts Administrator Phone: 251-2402 Bldg/Rm: 313/124

Description of Contract: Oregon Marine Board Intergovernmental Agreement for River Patrol services.

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 800679, 800398, 800367

RFP/BID: _____ RFP/BID DATE: _____

EXEMPTION _____ EXEMPTION EXPIRATION _____ ORS/AR _____

#/DATE: _____ DATE: _____ #: _____

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon State Marine Board</u>		Remittance address _____
Address <u>435 Commercial Street, NE #400</u>		(If different) _____
PO Box <u>14145</u>		
Salem, Oregon <u>97309-5065</u>		
Phone <u>503-378-8587</u>	Payment Schedule / Terms	
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt
Effective Date <u>7/1/1999</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
Termination Date <u>6/30/2000</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other
Original Contract Amount \$ <u>467,364</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____	
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	
Amount of Amendment \$ _____		
Total Amount of Agreement \$ <u>467,364</u>		

REQUIRED SIGNATURES

Department Manager <u>Mel Hedgpeth</u>	DATE <u>6/15/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>[Signature]</u>	DATE <u>6/16/99</u>
County Chair <u>[Signature]</u>	DATE <u>6/24/99</u>
Sheriff <u>[Signature]</u>	DATE <u>6/15/99</u>
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	<u>156</u>	<u>025</u>	<u>3316</u>			<u>2322</u>					
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.

CONTRACT BOATING SAFETY AND LAW ENFORCEMENT SERVICES

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

A. DEFINITIONS

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

B. BASIC SERVICES TO BE PROVIDED

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

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapters 830 and 704.
2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Actively pursue Boating Under the Influence violations.
5. Investigate boating accidents as specified in the MSLE PPM.
6. Provide law enforcement examinations of boats.
7. Alert the public to unsafe boating conditions.
8. Provide assistance to boaters as warranted, search and rescue services being provided only as noted in the MSLE PPM.
9. Distribute such public information as may be provided by the BOARD.
10. Provide marine patrol coverage on all waters within county jurisdiction with a particular emphasis on those waters described in the Fiscal Year 99/00 Marine Safety and Law Enforcement Program ("Program") budget which is attached hereto as Exhibit A and made a part of this contract.
11. Implement Program improvements as set forth in the current edition of the Marine Law Enforcement Plan to the extent funding allows.
12. Actively participate in youth/school and adult education safety programs, but at a minimum introduce the "Play it Safe" program in the second grade county wide.

C. CONTRACTING PERIOD

This contract shall be effective from July 1, 1999 and shall run through June 30, 2000.

D. BUDGET

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

	Board	Contracting Party
Personnel Services	<u>\$ 467,364</u>	<u>\$ 833,864</u>
Services and Supplies	<u>\$ 0</u>	<u>\$ 374,826</u>
Capital Outlay	<u>\$ 0</u>	<u>\$ 5,000</u>
Sub-Total	<u>\$ 467,364</u>	<u>\$ 1,213,480</u>

Grand Total Program \$ 1,680,844

E. PAYMENT SCHEDULE

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

F. GENERAL PROVISIONS

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

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

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

included in the payments made by the Board to the CONTRACTING PARTY during that fiscal year.

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

G. BOARD RESPONSIBILITIES

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

H. CONTRACTING PARTY RESPONSIBILITIES

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

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

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

I. TERMINATION

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

J. MISCELLANEOUS

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

notice by personal delivery shall be deemed to be given when actually delivered.

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

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

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

STATE OF OREGON
acting by and through its
STATE MARINE BOARD

Multnomah County

Paul Donheffer
Director

Don Heffer

Title: Sherriff

6/7/99
Date

6/15/99
Date

APPROVED: Multnomah County

Board of County Commissioners

Beverly Stein
Beverly Stein, Chair

June 24, 1999

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-27 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

REVIEWED: THOMAS SPONSER,
MULTNOMAH COUNTY COUNSEL

By: Thomas Spenser 6/16/99
Assistant County Counsel Date

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

SEE ATTACHED BUDGET
NEXT PAGE

MARINE SAFETY AND LAW ENFORCEMENT PROGRAM BUDGET

This budget, when approved by the Marine Board, becomes a part of the annual contract for services.

F/Y 99/2000 PROPOSED 2/10/99 APPROVED (SMB) OK BR 5/27/99
(Date) (Date)

MULTNOMAH COUNTY PROGRAM LENGTH YEAR ROUND
(Seasonal/Year-round)

Budget Preparer: LT. PIETER A. VAN DYKE

Title: LT. Phone: 288-6788

I. FUNDING:			
Source	Amount	Indicate Cash Amount	Indicate In-Kind Amount
Marine Board	\$ 467,363.72	\$ 467,363.72	\$
County Match *	\$ 1,179,421.00	\$ 1,179,421.00	\$
Other (If Applicable)	\$	\$	\$
Total Program	\$ 1,646,784.72	\$ 1,646,784.72	\$

* MINIMUM Match = 20% of Total Program Amount

Formula = SMB Amount / 4 = Minimum Match (or Total Program X 20%)

II. OPERATIONS:

- A. Patrol Vessels:
- | | | | |
|-------------------|-------------------|-------------------|-------------------|
| OR <u>283</u> XCY | OR <u>183</u> XCY | OR <u>331</u> XCY | OR <u>311</u> XCY |
| OR <u>282</u> XCY | OR <u>204</u> XCY | OR <u>497</u> TS | OR <u>247</u> XCY |
| OR <u>181</u> XCY | OR <u>17</u> XCY | OR <u>324</u> XCY | OR <u>215</u> XCY |
| | | | OR <u>281</u> XCY |

- B. Primary Patrol Areas: (If a river, specify upstream to downstream limits.) Be specific; do not estimate 40 hours per week, 52 weeks a year unless you intend to meet that commitment.

(1) Body of Water COLUMBIA RIVER - BONNEVILLE DAM
(mile 146) to mid-Sauvie Island (mile 96)

Active patrol period from July 99 to June 2000
(Mo./Yr.) (Mo./Yr.)

Total number of weeks 52

Number of patrol units WINTER 1 / SUMMER 3-4

Estimate patrol hours per week WINTER 24 / SUMMER 80 Page 1

B. Primary Patrol Areas (continued):

(2) Body of Water Willanette River mouTh to Elk Rock (mile 18.5)

Active patrol period from July 99 to June 2000
(Mo./Yr.) (Mo./Yr.)

Total number of weeks 52

Number of patrol units Winter 1/ Summer 3

Estimate patrol hours per week Winter 20 / Summer 75

(3) Body of Water MULTNOMAH Channel - head to Scappoose (mile 10)

Active patrol period from July 99 to June 2000
(Mo./Yr.) (Mo./Yr.)

Total number of weeks 52

Number of patrol units Winter 1/ Summer 1

Estimate patrol hours per week Winter 8 / Summer 30

(4) Body of Water _____

Active patrol period from _____ to _____
(Mo./Yr.) (Mo./Yr.)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

(5) Body of Water _____

Active patrol period from _____ to _____
(Mo./Yr.) (Mo./Yr.)

Total number of weeks _____

Number of patrol units _____

Estimate patrol hours per week _____

C. **Secondary Patrol Areas:** (For waterways receiving random patrol, spot checks, etc.) If a river, specify upstream to downstream limits.

(1) Body of Water SANDY RIVER - mouth To Orban Park

Active Patrol Period From July 99^{OUT 99} To April 2000 / June 2000
(Mo./Yr.) (Mo./Yr.)

Total Number of Weeks 28

Number of Patrol Units _____

Estimate Patrol Hours Per Week limited - as needed

(2) Body of Water Blue Lake

Active Patrol Period From July 99^{OUT 99} To April 2000 - June 2000
(Mo./Yr.) (Mo./Yr.)

Total Number of Weeks 28

Number of Patrol Units _____

Estimate Patrol Hours Per Week AS needed

(3) Body of Water _____

Active Patrol Period From _____ To _____
(Mo./Yr.) (Mo./Yr.)

Total Number of Weeks _____

Number of Patrol Units _____

Estimate Patrol Hours Per Week _____

(4) Body of Water _____

Active Patrol Period From _____ To _____
(Mo./Yr.) (Mo./Yr.)

Total Number of Weeks _____

Number of Patrol Units _____

Estimate Patrol Hours Per Week _____

III. PERSONNEL:

A. Program Manager (and rank) LT. Pieter Van Dyke
Phone 288-6788

B. Number of marine certified deputies to be assigned:

1. Seasonal: Part-time: _____ Full-time: 8

Names: UNK. AT THIS TIME

2. Year Around: Part-time: 1 Full-time: 10

Names: Sgt. Dennis Fitz Dep. Linda Cordes
Sgt. Kael Hutchison Dep. Lisa Swanson
Dep. George Schneider Dep. Paul Farnstrom
Dep. Tom Sawyer Dep. Bret Lort
Dep. Eric Gustafson (1 to be filled)

+ Full Time Mechanic - Fred Washburn
RET. Dep. Leroy Graham

99/00 LE BUDGET

C. MARINE PATROL						(Cash + In-Kind)		
				SMB	COUNTY	COUNTY	TOTAL	TOTAL
				Share	Cash	In-Kind	County Share	Program
1.)	8	# of Deputies						
		(FTE or Seasonal)						
X	40	Hrs. Per Week Each						
X	\$ 34.79	Rate Per Hour						
		(Hourly Rate, Benefits,						
		Dept. Overhead, S/S,						
		Taxes, Health Ins.)						
X	# Weeks	= 52		\$ 467,364	\$ 111,554	\$	\$ 111,554	\$ 578,919
2.)	3.33	# of Deputies		SMB	COUNTY	COUNTY	TOTAL	TOTAL
		(FTE or Seasonal)		Share	Cash	In-Kind	County Share	Program
X	40	Hrs. Per Week Each						
X	\$ 26.88	Rate Per Hour						
		(Hourly Rate, Benefits,						
		Dept. Overhead, S/S,						
		Taxes, Health Ins.)						
X	# Weeks	= 52		\$	\$ 186,153	\$	\$ 186,153	\$ 186,153
				SMB	COUNTY	COUNTY	TOTAL	TOTAL
				Share	Cash	In-Kind	County Share	Program
3.)	2	# of Deputies SGTs.						
		(FTE or Seasonal)						
X	40	Hrs. Per Week Each						
X	\$ 39.77	Rate Per Hour						
		(Hourly Rate, Benefits,						
		Dept. Overhead, S/S,						
		Taxes, Health Ins.)						
X	# Weeks	= 52		\$	\$ 165,434	\$	\$ 165,434	\$ 165,434
	Page 5 Subtotal			\$ 467,364	\$ 463,141	\$	\$ 463,141	\$ 930,505

99/00 LE BUDGET

C. MARINE PATROL			SMB	COUNTY	COUNTY	TOTAL	TOTAL
			Share	Cash	In-Kind	County Share	Program
4.)		# of Deputies					
		(FTE or Seasonal)					
X		Hrs. Per Week Each					
X	\$	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	# Weeks	=	\$	\$	\$	\$	\$
5.)	Overtime		SMB	COUNTY	COUNTY	TOTAL	TOTAL
(Specify # Hrs. F/T and P/T)			Share	Cash	In-Kind	County Share	Program
	Overtime	1614 hrs. @ 45.92 hr.		74,111		74,111	74,111
	Temporary			12,029		12,029	12,029
	Premium			112,176		112,176	112,176
	Subtotal O/T		\$	\$	\$	\$	\$
			SMB	COUNTY	COUNTY	TOTAL	TOTAL
D. CLERICAL	MECHANIC		Share	Cash	In-Kind	County Share	Program
	1	# of Persons					
		(FTE or Seasonal)					
X	40	Hrs. Per: Week					
X	\$ 29.37	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	# Weeks	= 52	\$	\$ 61,087	\$	\$ 61,087	\$ 61,087
	Pg. 6 Subtotal		\$	\$ 259,403	\$	\$ 259,403	\$259,403

99/00 LE BUDGET

E. SUPERVISION			SMB	COUNTY	COUNTY	TOTAL	TOTAL
			Share	Cash	In-Kind	County Share	Program
	1	# of Persons LT.					
		(FTE or Seasonal)					
X	40	Hrs. Per: Week					
X	\$ 53.42	Rate Per Hour					
		(Hourly Rate, Benefits,					
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	# Weeks = 52		\$	\$ 111,110	\$	\$ 111,110	\$ 111,110
F. OTHER (Specify)			SMB	COUNTY	COUNTY	TOTAL	TOTAL
			Share	Cash	In-Kind	County Share	Program
		(Office space, phones, etc.)					
BUII			\$	\$	\$	\$	\$
ENFORCEMENT			SMB	COUNTY	COUNTY	TOTAL	TOTAL
		(%__)	Share	Cash	In-Kind	County Share	Program
(In addition to III.C Marine Patrol)							
		# of Deputies					
		(FTE or Seasonal)					
X		Hrs. Per Week Each					
X	\$	Rate Per Hour					
		(Hourly Rate, Benefits,	Included above				
		Dept. Overhead, S/S,					
		Taxes, Health Ins.)					
X	# Weeks =		\$	\$	\$	\$	\$
	Page 7 Subtotal		\$	\$ 111,110	\$	\$ 111,110	\$ 111,110
	Page 6 Subtotal		\$	\$ 259,403	\$	\$ 259,403	\$ 259,403
	Page 5 Subtotal		\$ 467,364	\$ 463,141	\$	\$ 463,141	\$ 930,505
TOTAL PERSONNEL SERVICES			\$ 467,364	\$ 833,654	\$	\$ 833,654	\$1,301,018

99/00 LE BUDGET

IV. SERVICES AND SUPPLIES							
	SMB Share	COUNTY Cash	COUNTY In-Kind	TOTAL County Share	TOTAL Program		
A. Fuel	21,600 Gallons X 1.25 Per Gal.	27,000		27,000	27,000		
(Fleet Svcs., Boats, Vehicles.)							
B. Motor Pool		17,084		17,084	17,084		
C. Other Expendable Supplies							
(Oil, Grease, etc.)		23,320		23,320	23,320		
D. Training							
(Marine Basic, UL/Acc. Inv., NBSIC, etc.)							
E. Insurance							
F. Maintenance		11,300		11,300	11,300		
G. Other	(Moorage, Storage, Office, Phone,						
Uniforms, etc., Telephones		8,000		8,000	8,000		
Printing		500		500	500		
Professional Services		1,150		1,150	1,150		
Space costs		99,605		99,605	99,605		
Indirect costs		186,867		186,867	186,867		
H. Dispatch Services							
	Subtotal S & S	\$ 374,826	\$	\$374,826	\$374,826		
I. Other Marine Equipment							
(Expendables/Consumables)							
Item	Qty.	Unit Cost					
	Subtotal Marine Equipment	\$	\$	\$	\$		
TOTAL SERVICES & SUPPLIES		\$ 374,826	\$	\$374,826	\$374,826		

99/00 LE BUDGET

[illegible]

VIII. ADDITIONAL COMMENTS: _____

SUBMITTED BY: _____

Dan N. Bell
(Sheriff or Designate)

DATE: _____

4/7/99

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

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

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

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

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

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

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

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

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

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

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

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

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

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


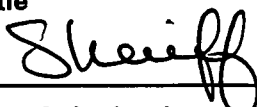
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

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

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

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

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

Signature of Authorized Certifying Official 	Title 
Applicant Organization Mult. Co Sheriff OFF	Date Submitted 6/15/97

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 800689
Amendment #: _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Revenue</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-29 DATE 6/24/99</p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
--	--	--

Department: Sheriff's Office Division: ENF Date: 1/8/99
 Originator: Sgt. Dave Hadley Phone: 251-2430 Bldg/Rm: 313/DUII
 Contact: Larry Aab Phone: 251-2489 Bldg/Rm: 313/232

Description of Contract: DUII Grant ("Enhanced DUII Overtime Enforcement Project," J7-99-12-28)

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)

<p>Contractor Oregon Dept. of Transportation</p> <p>Address Transportation Safety Section</p> <p>555 13th St. NE</p> <p>Salem, OR 97310</p> <p>Phone 986-41497</p> <p>Employer ID# or SS# _____</p> <p>Effective Date 10/1/98</p> <p>Termination Date 9/30/99</p> <p>Original Contract Amount \$ 143,448.00</p> <p>Total Amt of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ _____</p>	<p>Remittance address _____</p> <p style="text-align: center;">(If different)</p> <p>Payment Schedule / Terms</p> <p><input checked="" type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	--

REQUIRED SIGNATURES:

Department Manager Mel Holguth DATE 4/19/99

Purchasing Manager Sandra Lupp DATE _____

County Counsel [Signature] DATE 6-17-99

County Chair [Signature] DATE June 24, 1999

Sheriff [Signature] DATE 4-20-99

Contract Administration (Class I, Class II Contracts only) _____ DATE _____

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	025	3312			232					
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.											

TRANSPORTATION SAFETY PROJECT SUMMARY

1. Agency/Jurisdiction Multnomah County Sheriff's Office
2. Project Title Enhanced DUII Overtime Enforcement Project
3. Project No. J7-99-12-28 Planned Project Period: 10-1-98 To 9-30-99

Project Description:

This DUII enforcement project will be assigned to directly impact the incidence of DUII related crashes. The project objectives will include increasing DUII arrests, reducing nighttime fatal and injury crashes, identification of DUII problem areas to be targeted for patrol, a public information and education component, and cooperation and coordination with other agencies involved in the DUII control system.

Objectives:

- a. Reduce nighttime fatal and injury crashes in Multnomah County by 20% from 871, the average for the 1990-95 period, to 697 during the 12 month period starting October 1, 1998, and ending September 30, 1999.
- b. Make 200 DUII arrests for the period October 1, 1998 to September 30, 1999 by personnel utilizing TSS funds.
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office for the period October 1, 1995 and ending September 30, 1996.
- e. Provide 50 hours of education and training to high schools students in five east Multnomah County high schools regarding seat belt use, child safety seat use, and DUII laws by September 30, 1999.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1999.
- g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1999.

BUDGET MODIFICATION NO.

BU MCSO 99-69

(For Clerk's Use) Meeting Date JUN 24 1999

Agenda No. C-2B

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification requesting authorization to add \$11,395 in Oregon State Sheriff's Association revenue to pay overtime for Driving Under the Influence enforcement.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

X

Personnel changes are shown in detail on the attached sheet

This modification will add \$11,395 to the Sheriff's Enforcement Division budget to enhance the Patrol DUI enforcement activities. The money will be added to overtime. Funding will come from a Oregon State Sheriff's Association grant.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$11,395 in Oregon State Sheriff's Association revenue

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 2:22
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BM 115099-C9

BUDGET FY: _____

BUDGET FY: _____

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcs099_09	BM	99	Recognizes \$11,395 in grant revenue from the Oregon State Sheriff's Association to pay for OT for DUII enforcement.	No			1	156	025	3324	5300		7,405							
							2	156	025	3324	5500		2,249							
							3	156	025	3324	5550		346							
							4	156	025	3324	7100		1,395							
							5	156	025	3324		4900	11,395							
							6	400	070	7531		6602	346							
							7	100	075	7410		6602	1,395							
							8	400	070	7531	6580		346							
							9	100	075	9120	7700		1,395							

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, 
Sheriff

TODAY'S DATE: JUNE 9, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION RECOGNIZING \$11,395 IN GRANT REVENUE FROM
THE OREGON STATE SHERIFF'S ASSOCIATION TO PAY OVERTIME FOR DUII
ENFORCEMENT

I. Recommendation/Action Requested:

Request approval of budget modification recognizing \$11,395 in grant revenue from the Oregon State Sheriff's Association to pay overtime for DUII enforcement.

II. Background/Analysis:

The Oregon State Sheriff's Association recently awarded a grant to MCSO in order to increase enforcement of DUII violations in the Multnomah County area. This grant will be used in conjunction with the current ODOT grant for DUII saturation patrols.

This grant revenue will be used to backfill normal patrol positions with overtime in order to increase the number of patrols available for DUII enforcement.

III. Financial Impact:

This budget modification will increase the Sheriff's budget by \$11,395

III. Legal Issues:

None known.

IV. Controversial Issues:

None known.

VI. Link to Current County Policies:

MCSO has been actively participating traffic enforcement grants for six years.

VII. Citizen Participation:

Oregon State Sheriff's Association.

VIII. Other Government Participation:

N/A



Call toll free in Oregon 1-800-624-4405
Salem (503) 364-4204
FAX (503) 364-2059

Oregon State Sheriffs' Association

January 26, 1999

Sergeant David Hadley
Multnomah County Sheriff's Office
12240 NE Glisan
Portland, Oregon 97230

Dear Sgt. Hadley,

This is to inform you that your request for DUII overtime funds has been approved in the amount of

\$16,875.00

The project period is from January 1, 1999 to September 30, 1999.

Your objectives are:

DUII Arrests:

75

Saturation Patrols:

6

Seatbelt Violations:

100

Existing enforcement levels must remain at the 1997-98 levels.

Agency Obligations

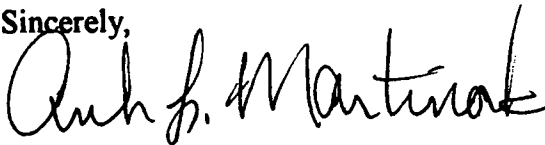
1. Collect data on the number of DUII arrests resulting from grant funds.
(Note: use Officer Report for DUII Enforcement Project form)
2. Collect data on the number of fatal and injury crashes occurring during the grant period from January 1, 1999 through September 30, 1999.
3. Collect data on the number of citations issued for seatbelt violations utilizing grant funds. (Note: use Officer Report for DUII Enforcement Project form)

4. Collect the above information **monthly** and report it to the Oregon State Sheriffs' Association on a **quarterly** basis. This information should be reported no later than the 5th of the month following the end of the quarter on **March 30, June 30, and September 30, 1999**. (Note: use the Monthly Report for DUII Enforcement Project form)
5. Forward all required data and billing information, or any questions regarding this grant to the Project Coordinator at the following address:

Sgt. David Hadley
12240 N.E. Glisan
Portland, Oregon 97230
FAX: (503) 253-2663
OFF: (503) 661-6377
PGR: (503) 271-0667

Agencies receiving DUI overtime funds from this grant are authorized to begin work on this project immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Art J. Martinak". The signature is fluid and cursive, with the first name "Art" and last name "Martinak" clearly distinguishable.

Art J. Martinak, Executive Director
Oregon State Sheriffs' Association

MEETING DATE: JUN 24 1999
AGENDA NO: C-29
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Class III IGA between Oregon Dept. of Transportation and MCSO

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: Next available

AMOUNT OF TIME NEEDED: five minutes

DEPARTMENT: SHERIFF'S OFFICE

DIVISION: Law Enforcement

CONTACT: Larry Aab

TELEPHONE #: 251-2489

BLDG/ROOM #: 313/228

PERSON(S) MAKING PRESENTATION: Larry Aab

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

IGA (#800689) to accept yearly DUII grant from ODOT in the amount of \$143,448

624199 ORIGINALS to LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF COUNTY COMMISSIONERS
99 JUN 16 PM 2:25
MULTI-COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, 
Sheriff

TODAY'S DATE: JUNE 9, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO ADD \$61,565 TO THE SHERIFF'S BUDGET TO INCREASE THE FUNDING OF THE DUI ENFORCEMENT TEAM, ADDING \$61,565 IN OREGON DEPT. OF TRANSPORTATION REVENUE.

I. Recommendation/Action Requested:

Request approval of IGA between ODOT and the MCSO to enhance DUII enforcement in Multnomah County.

II. Background/Analysis:

Over the past six years the Sheriff's Office has participated with the State of Oregon for the enforcement of DUII laws in Multnomah County.

In 1996, there were 7,101 injury motor vehicle accidents reported in Multnomah County. An additional 69 resulted in fatalities. Of these fatal and injury accidents, 1,105 occurred at night. In calendar year 1996, unincorporated Multnomah County incurred eleven motor vehicle fatalities. Consumption of alcohol by drivers under 21 years of age and excessive speed played a significant role in these fatalities.

In order to impact the problem of DUII and excessive speed, the Sheriff's Office in partnership with 5 other local police jurisdictions participate in a grant from the State of Oregon to impact driver related offenses. The objectives of this program include:

1. Reduce alcohol and drug related injury and fatal collisions in selected areas of Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting October 1, 1998 and ending September 30, 1999.
2. To make 200 DUII arrests by grant participants for the period October 1, 1998-September 30, 1999.
3. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.
4. Maintain DUII arrests for the Multnomah County Sheriff's Office.

5. Provide 50 hours of education and training to High School students in five East Multnomah County High Schools regarding seat belt use, child safety seat use, and DUII laws.
6. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage. Printed material provided by the Oregon Department of Transportation will be used for these contacts.
7. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors.
8. Increase citations for violation of the seat belt law from 127, for the level for the 1997 calendar year to 150 by September 30, 1999.
9. Serve 100 outstanding arrest warrants for DUII.

Approval of the IGA will continue this grant through September 30, 1999. Approval of the budget modification will increase the revenues received from the State of Oregon for this activity.

III. Financial Impact:

This budget modification will provide grant revenues of \$61,565. The revenue will be used to provide radar equipment, overtime, and audio visual equipment to personnel participating in this grant.

III. Legal Issues:

None Known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

County Benchmark for creating a safer community.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Participating agencies include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department.

TRANSPORTATION SAFETY PROJECT SUMMARY

1. Agency/Jurisdiction Multnomah County Sheriff's Office
2. Project Title Enhanced DUII Overtime Enforcement Project
3. Project No. J7-99-12-28 Planned Project Period: 10-1-98 To 9-30-99

Project Description:

This DUII enforcement project will be assigned to directly impact the incidence of DUII related crashes. The project objectives will include increasing DUII arrests, reducing nighttime fatal and injury crashes, identification of DUII problem areas to be targeted for patrol, a public information and education component, and cooperation and coordination with other agencies involved in the DUII control system.

Objectives:

- a. Reduce nighttime fatal and injury crashes in Multnomah County by 20% from 871, the average for the 1990-95 period, to 697 during the 12 month period starting October 1, 1998, and ending September 30, 1999.
- b. Make 200 DUII arrests for the period October 1, 1998 to September 30, 1999 by personnel utilizing TSS funds.
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office for the period October 1, 1995 and ending September 30, 1996.
- e. Provide 50 hours of education and training to high schools students in five east Multnomah County high schools regarding seat belt use, child safety seat use, and DUII laws by September 30, 1999.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1999.
- g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1999.
- h. Increase citations for violation of the seat belt law from 127, the level for the 1997 calendar year, to 150 by September 30, 1999.
- i. Present the "Every 15 Minutes" program to six Multnomah County High Schools.
- j. Serve 100 outstanding arrest warrants for DUII by September 30, 1999.

6. Project Director Sgt. Dave Hadley Title Sergeant
Street/P.O. 12240 NE Glisan Telephone (503) 661-6377
City Portland, OR Zip Code 97230 FAX (503) 253-2663
7. Project Coordinator TBD Telephone _____
8. Grant Manager Debra Downey

9. Budget Information: TSS \$ 143,448 51% Fed. to Local 100%
Match \$ 136,278 49%
Total \$ 279,726 100%

10. Approval/Award/Adjustments: (Adjustments with funding changes only)

- a. Start Date/Final Award Date 12/21/98 TSS \$ 143,448 Match \$ 136,278
- b. Grant Adjustment # _____ Date _____ TSS \$ _____ Match \$ _____
- c. Grant Adjustment # _____ Date _____ TSS \$ _____ Match \$ _____
- d. Grant Adjustment # _____ Date _____ TSS \$ _____ Match \$ _____

Project No. _____
Official Use Only

OREGON DEPARTMENT OF TRANSPORTATION
TRANSPORTATION SAFETY SECTION

APPLICATION FOR TRAFFIC SAFETY PROJECT

1. Agency/Jurisdiction* Multnomah County Sheriff's Office, Multnomah County, OR
2. Project Title: Enhanced DUII Enforcement/Education Project
3. Project Length: 1 year XX 2 years _____ 3 years _____
4. Project Period: From October 1, 1998 To September 30, 1999
5. Brief Description of Proposed Project:

A cooperative, well-publicized, and highly visible multi-agency effort will be made to enhance DUII enforcement in Multnomah County. This will be accomplished through DUII saturation patrols during high risk holidays, as well as increased DUII patrol hours throughout the course of the project in areas designated as having a high potential for nighttime injury and fatal motor vehicle accidents. Educational efforts will specifically target members of the Hispanic Community, High School students in five East Multnomah County High Schools, and convenience store owners and employees.

6. Overall Objectives:

- a. Reduce alcohol and drug related injury and fatal collisions in selected areas Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12-month period starting October 1, 1998 and ending September 30, 1999.
- b. To make 200 DUII arrests by grant participants for the period October 1, 1998, to September 30, 1999.
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office.
- e. Provide 50 hours of education and training to High School students in five East Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage. Printed material provided by the Oregon Department of Transportation will be to these contacts.
- g. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors.
- h. To increase citations for violation of the seat belt law from 127, the level for the

1997 calendar year, to 150 by September 30, 1999.

- i. Present the "Every 15 Minutes" program to six Multnomah County High Schools.
- j. Serve 100 outstanding arrest warrants for DUII.

7. List of major budget items Overtime for participating personnel, speed measuring equipment and multi-media equipment for High School Education Project.

The agency named above hereby applies for \$143,448 in Traffic Safety Funds to be matched with \$136,278 in funds from the Multnomah County Sheriff's Office to carry out a traffic safety project described in the attached pages.

I have read and understand the Agreements and Assurances stipulating the conditions under which the applied for traffic safety funds will be available and can be utilized. The above named agency is prepared to become a recipient of the funds should a grant be awarded.

8. Project Director

Name: David Hadley Title: Sergeant
Street/P.O. 12240 N.E. Glisan Telephone: (503) 251-2420
City Portland, Oregon
Zip Code 97230 FAX (503) 253-2663

Signature  Date 4-20-99

9. Authorizing Official of Agency Making Application

Name Dan Noelle Title Sheriff
Street 12240 N.E. Glisan Telephone: (503) 255-3600
City Portland, Oregon Zip Code 97230

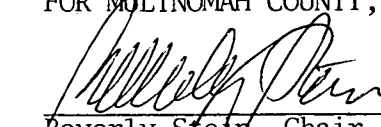
Signature  Date 4-20-99

Submit to: Oregon Department of Transportation
Transportation Safety Section
555 13th Street NE
Salem, OR, 97310


*Non-profit agencies must submit proof of
exempt status under Code Sec. 501(c)(3)

737-1002(7/95)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair
June 24, 1999

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

BY 
ASSISTANT COUNTY COUNSEL
DATE 6-17-99

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-29 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

INTRODUCTION

A. General Information

This is a continuation of this Enhanced DUII Enforcement/Education Program. Multnomah County is Oregon's most populous urban county. Within the county's boundaries are six incorporated cities, the largest being Portland with a population of 620,000 and the smallest being Maywood with a population of less than 1,000.

The county is a commercial, industrial and cultural hub, making it a crossroad destination for a wide variety of commercial and pleasure motor vehicles. The county is crossed by three major interstate highways: I-5 running north and south, I-84 running east and west and I-205 running north and south as a bypass of downtown Portland. I-5 and I-205 cross the Columbia River via the Interstate and Glenn Jackson bridges.

In 1994, 450,000 passenger vehicles were registered in Multnomah County. This number is compounded by tourists visiting the many attractions in and around Multnomah County, including Multnomah Falls, which plays host to over 1 million visitors each year.

B. TSS Grants received during the last five years:

- a) 1990 90-AL-11-62 \$112,439
- b) 1991 J6-91-11-62 \$119,147
- c) 1992 J6-92-11-62 \$ 67,700
- d) 1996 J7-96-12-28 \$ 97,000
- e) 1997 J7-97-12-28 \$ 97,000
- e) 1998 J7-98-12-28 \$105,000

The above grants were utilized for DUII enforcement.

II. PROBLEM STATEMENT

A. What is the Problem?

In 1994, there were 6,498 injury motor vehicle accidents reported in Multnomah County. An additional 48 resulted in fatalities. Of these fatal and injury accidents, 877 occurred at night. In calendar year 1995, unincorporated Multnomah County incurred thirteen motor vehicle fatalities. Consumption of alcohol by drivers less than 21 years of age and excessive speed played a significant role in these fatalities.

The population of Multnomah County is 620,000. Therefore, the rate of injury and fatal vehicle accidents per 1000 populations is 10.56. This is clearly a much higher rate than is experienced statewide.

B. What is currently being done to solve the problem and by whom?

The Multnomah County Sheriff's Office is working hard to reduce DUII related motor vehicle accidents. In 1994, the Multnomah County Sheriff's Office dedicated the efforts of two (2) full time Deputies and one (1) full time Sergeant, exclusively to DUII Enforcement. In 1997, these officers made 377 arrests for DUII, and issued over 700 DUII enforcement related citations. This effort was made in spite of a major reduction in patrol positions through retirements and re-alignment of patrol functions.

The deputies in this unit also serve as Field Training Officers for new enforcement deputies, teaching Standardized Field Sobriety Testing and enhancing DUII detection skills among patrol personnel. The Oregon State Police and the National Highway Traffic Safety Administration certify each member in the DUII Enforcement Team as a Drug Recognition Expert. Additionally, members of the DUII Enforcement Team are certified PUC Level II Commercial Vehicle inspectors and Fatal/Injury motor vehicle accident investigators.

III. OBJECTIVES

- a. Reduce nighttime injury and fatal collisions in Multnomah County by 10% from 912, the average for the 1990-1995 period, to 821 during the 12-month period starting October 1, 1998, and ending September 30, 1999.**
- b. Make 200 DUII arrests for the period October 1, 1998 to September 30, 1999 by personnel utilizing TSS funds.**
- c. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.**
- d. Maintain DUII arrests for the Multnomah County Sheriff's Office at or above 404, the level for the period October 1, 1996 through September 30, 1997.**

- e. Provide 50 hours of education and training to High School students in five east Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1999.
- f. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1999.
- g. Make 50 informational contacts to convenience store owners and employees Regarding the sale of alcohol to minors by September 30, 1999.
- h. Increase citations for violation of the seat belt law from 127, the level for the 1997 calendar year, to 150 by September 30, 1999.
- i. Present the "Every 15 Minutes" program to six Oregon High Schools.
- j. Make 100 arrests for outstanding DUII warrants in Multnomah County.

IV. PROPOSED ACTIVITIES

A. Major Activities

As envisioned, a cooperative and highly visible multi-agency effort will be made to enhance DUII enforcement in Multnomah County. This will be accomplished in three ways. First, through multi-agency DUII saturation patrols during high risk holidays, such as New Years Eve, St. Patrick's Day, Memorial Day weekend, Independence Day, Labor day, Halloween, Super Bowl Sunday, and during the Christmas Holidays.

In addition to the Multnomah County Sheriff's Office, other agencies participating in this cooperative effort will include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, Gresham Police Department, and the Fairview Police Department. The Multnomah County Sheriff's Office Public Information Officer will work closely with local media so as to maximize public awareness of these efforts.

Officers and Deputies trained in DUII enforcement techniques, including Standardized Field Sobriety Testing and Drug Recognition Training will be made available, on an overtime basis, to patrol specific areas of Multnomah County designated as having a high rate of nighttime injury and fatality collisions. These efforts will supplement the current efforts of the DUII Enforcement Team.

Additionally, two-officer teams will serve outstanding arrest warrants for DUII, targeting individuals with outstanding warrants who have previous arrests for DUII. Special emphasis will be placed on individuals with multiple arrests for DUII because of their propensity to re-offend while on wanted status.

Finally, approximately 100 hours will be devoted to community education. Initially, three specific community groups will be targeted. The first group will include High School students enrolled in east Multnomah County High Schools, including Gresham High School, Centennial High School, Sam Barlow High School, Reynolds High School, and Corbett High School. These contacts will emphasize DUII laws, seat belts usage and the proper use of child safety seats. The Project Director will work closely with established School Resource Officers from the Gresham Police Department and the Multnomah County Sheriff's Office to present the "Every 15 Minutes" program to High School students.

The "Every 15 Minutes" program was developed by the Spokane Police Department in 1990. Since that time, the program has been presented in many High Schools throughout the state of Washington. The program is based on national statistic that one person is killed every fifteen minutes in an alcohol/drug related crash.

In May 1997, members of the Multnomah County Sheriff's Office presented this powerful program to the Junior and Senior class at Corbett High School in Corbett, Oregon. The success of this program led to its presentation in the spring of 1998 at Sam Barlow High School, Reynolds High School, and Cleveland High School in the Portland Metro area. Multnomah County Sheriff's Office members also assisted members of the Oregon State Police and the Wasco County Sheriff's Office in their presentation to the students of The Dalles High School in The Dalles, Oregon.

This two-day DUII (Driving Under the Influence of Intoxicants) educational outreach program includes classroom presentations by law enforcement officers. The multi-media equipment requested in this grant will be utilized in these presentations. The Automobile Insurance industry provides a static display of a vehicle involved in an alcohol/drug related fatal crash. An assembly for all involved students, which includes a two-act skit, depicts the consequences of drinking and driving. Also included in the assembly are presentations by parents of students killed in an alcohol related crash.

This educational effort will also target the Hispanic Community in high-density population areas and areas with a high concentration of Hispanic employees, with an emphasis on licensing, liability insurance requirements and DUI laws.

An informational campaign utilizing printed materials and information available through the Oregon Department of Transportation and the Oregon Liquor Control Commission will be delivered to the local area convenience stores in an attempt to reduce the sales of alcohol to minors.

Officers to monitor specific areas designated as having a high potential for accidents resulting from excessive speed will utilize the radar equipment made available in this grant. The laser speed-measuring device purchased in the first year of the grant has been successfully utilized in the several areas, including a hazardous work zone on I84, which has been the scene of numerous collisions due to excessive speed. Additional factors, including temporary road design, quickly changing elevations and Jersey barriers preventing escape from the normal lane of travel, have made this area extremely dangerous for the volume of traffic moving between east Multnomah County and the Portland Metropolitan area. These factors have made the utilization of standard radar devices unfeasible.

B. Coordination

Officers from the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department will join Deputies of the Multnomah County Sheriff's Office in the completion of activities outlined in this project.

Officers from each of these agencies will be encouraged to participate in the educational efforts directed at High School students, and the Hispanic Community. All participating officers will be required to make face to face contacts with convenience store owners and employees while participating in this project.

C. Continuation

As envisioned, the Multnomah County Sheriff's Office will continue to participate in ongoing DUII saturation patrols during designated holidays. Further, educational and informational material developed as a result of this grant, will continue to be made available to High Schools, members of the Hispanic community and local area convenience store owners and employees.

V. EVALUATION PLAN

A. Evaluation Plan

1. Were nighttime injury and fatal collisions in selected areas of Multnomah County reduced by 10% from 912, the average for the 1990-1995 period, to 821 during the 12-month period starting October 1, 1998 and ending September 30, 1999?
2. Were 200 DUII arrests made by officers participating in this project from the period October 1, 1998 to September 30, 1999?
3. Were 10 multi-agency enforcement saturation patrols conducted in designated areas of Multnomah County by September 30, 1999?
4. Were DUII arrests for the Multnomah County Sheriff's Office at or above 404, the level for the period October 1, 1996 to September 30, 1997?
5. Were 50 hours of education and training provided to High School students in East Multnomah County High Schools regarding seat belt use, child safety seat use and DUII laws by September 30, 1999?
6. Were 125 informational contacts made to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage by September 30, 1999?

7. Were 50 informational contacts made to convenience store owners and employees regarding the sale of alcohol to minors by September 30, 1999?
8. Were citations for violation of the seat belt law increased from 127, the level for the calendar year 1997 to 150 by September 30, 1999?
9. Were six presentations of the "Every 15 Minutes" program made to High Schools in Multnomah County?
10. Were 100 outstanding warrants for DUH served by September 1999?

B. Data Requirements

1. Data to be collected

C. Evaluation Design

Deputies and Officers assigned to this project will maintain a daily activities log. This log will record achievement of performance objectives on an ongoing basis. The Project Director will compile statistical information monthly and prepare a quarterly report from these logs.

D. Project Evaluation Preparation

A Project Evaluation will be submitted to TSS following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.

VI. BUDGET AND COST SHARING

See enclosed budget.

VII. EXHIBITS

- A. Exhibit A: Data Table
- B. Exhibit B: Job Descriptions
- C. Exhibit D: Conditions of Approval

Exhibit B

Job Descriptions

A. Deputy Sheriff

1. General Statement of Duties

This is law enforcement work involving patrolling an assigned area in a radio equipped car to prevent and/or investigate law violations and accidents and provide other community services.

Employees occupying positions in this class investigate criminal cases, collect information on criminal activities, apprehend criminals, investigate accidents, issue traffic citations, and testify in court. Employee must also manage non-criminal actions such as conflict resolution, social service, and first aid. Some employees perform work of a non-sworn nature in support services. Employees in this class are expected to deal with a wide variety of situations independently, maturely, and with discretion.

2. Examples of Principal Duties

Drives patrol car in assigned area; surveys area for activity which appears irregular or suspicious; enters and inspects businesses, residences, and areas of known criminal activity.

Observes traffic activity and conditions; cites or warns violators; operates intoxilizer; operates radar equipment

Talks to residents of patrol areas; provides information and referral; checks on well being of individuals.

Investigates alleged crimes, accidents and suspicious activities; interviews victims, suspects, and witnesses; finds, identifies, and preserves physical evidence; apprehends and arrests criminals on warrant or probable cause; assists in preparation for court and testifies in court.

Collects information on criminal activities; elicits information from citizens.

Investigates and/or controls complaints involving family disputes, removing inebriates, excessive noise, runaways, mentally ill persons or incorrigible juveniles; provides first aid for injuries, illness, drug overdose or attempted suicides.

Prepares and writes extensive police reports; correspondence, staff reports and related documents; maintains daily log of all activities.

Some employees in this class may work in Detective, Crime Prevention, communications, Training, Planning, River Patrol, or other units.

B. Word Processing Technician

1. Definition:

To operate word processing equipment to create a variety of documents from dictation or rough draft; and to perform a variety of general clerical duties.

2. Duties:

Operate word processing equipment to set up and create a variety of documents including letters, memos, contracts budgets, statistical tables, forms, reports, and legal documents; transcribe from rough draft or machine recording; print documents and check printers for proper operation; proof read documents for proper spelling, punctuation, grammar, and format; collect and distribute documents to originators.

Prioritize workload; maintain production log and workload statistics; maintain document filing system on word processing equipment; file and retrieve documents onto diskettes; delete documents that are no longer needed; prepare and update glossaries; convert documents from one system to another.

Answer questions from originators about status of work in progress, capabilities of the equipment; location of documents and similar matters.

Operate a variety of reproduction equipment to copy documents.

May perform a variety of general clerical duties such as typing, filing, answering phone, and acting as receptionist on an occasional basis.

Perform related duties as assigned.

C. Operation's Technician

1. Definition:

To perform a wide variety of clerical and technical duties involved in processing and maintaining police and corrections records.

2. Duties:

Retrieve, interpret, confirm, code and record data from a variety of records number of different automated and manual systems; determine if necessary information is available to process record; interpret records; confer with originating agency to clarify data if necessary.

Provide information to the public, police officers, judges, attorneys, inmates and others in person, by telephone, by correspondence and by police radio.

Approve requests for legal review and release of public records.

Retrieve and disseminate information contained in a variety of automated and manual systems; search records and prepare reports.

Interpret data contained records to determine appropriate disposition of inmates, authority to release vehicle or other decisions, which have a large consequence of error.

Calculate release dates and credit for time served for inmates.

Communicate with other police agencies, courts and other interested parties in person, by radio, by telephone and by teletype; notify other agencies of updated information when appropriate, exchange and confirm information.

Maintain logs and other records; collect bail and other payments; issue receipts; maintain financial records.

Prepare numerical and summary reports on items such as workload or unprocessed records.

Prepare written documentation regarding unusual circumstances; appear in court and/or other hearings to testify regarding sheriff's records, their processing and related activities.

Assist in training new employees; review and draft work procedures, post orders and related documents.

Perform a variety of general clerical duties including filing and copying documents, and acting as receptionist.

Perform related duties as assigned.

D. Public Safety Supervisor

1. General Statement of Duties:

This is a supervisory, administrative, investigative, and or staff support work within the Multnomah County Sheriff's Office.

Employees in this class may perform as a supervisor on an assigned shift by coordinating and assisting in the work of subordinate law enforcement personnel. In this capacity the employee is responsible for training, records and reports, investigation, enforcing personnel and labor contract provisions, and evaluating performance. Employees in this class may be assigned to an investigative unit, or may perform as an administrator, or staff support to an administrator. However, the emphasis in this class is on supervisory responsibility.

2. Examples of Principal Duties:

Supervises the activity of a specialized unit, team or small shift unit; plans, directs, and reviews work of subordinate uniform and supporting personnel engaged in training, tactical unit, juvenile, intelligence, criminal investigation and similar activities.

Provides on-the-job training for employees, assigns officers to basic work assignments and briefs them on specific assignments and key information, arranges for manpower and equipment; inspects subordinate personnel; patrols field area to review officers in the performance of duties; evaluates and prepares reports on employee performance; administers disciplinary actions.

Screens arrests to assure compliance with the law, departmental regulations, and rights of citizens; reviews and evaluates incident and activity reports submitted by subordinates; reports to the scene of serious incidents to supervise and coordinate police activities in accordance with the Department's policies and procedures.

Performs related work as required.

E. Public Information Officer

1. Definition

Liaison between members of the media (Press, Radio and Television) and the Multnomah County Sheriff's Office.

2. Duties

Performs various duties including reviewing incident reports generated by Deputies, Press Releases written and faxed to various members of the media, answering media questions regarding issues involving the Multnomah County Sheriff's Office, and answering general questions put forth by the public.

III. AGREEMENTS AND ASSURANCES

VI. BUDGET AND COST SHARING

Agency/Project Title: Enhanced DUI Enforcement Project

Project Number: _____
Office use only

Project Period: From: 10/1/98 To: 9/30/99

Grant Adjustment No. _____
Grant Adjustment Date _____
Project Year (1-2-3) _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

Salaries and Wages*

a. Staff assigned to project

.6 FTE Supvr @\$ 28.93 / (hr,mo) = \$ 36,104
.25 FTE WdProTech @\$ 19.44 / (hr,mo) = \$ 10,108.00
.05 FTE OpTech @\$ 16.99 / (hr,mo) = \$ 1,767.00
.05 FTE PIO @\$ 28.93 / (hr,mo) = \$ 4,124.00

b. 500 Overtime Hours @ \$ 45.00 /hr

c. _____ Volunteer time hours @ \$ _____ /hr

2. Employee Benefits

3. Equipment (including films)

- a. Pro-Laser Speed Measuring Equipment \$3795X2=\$7590
- b. In-Focus Multi-Media Projector \$4700
- c. Toshiba laptop Computer \$2000
- d. Mobil Data Terminals X 2 = \$10,700
- e. Mobil Radios X3 = \$3600
- f. Portable Radios X3 = \$7200

4. Materials/Printing (specify item/quantity/cost of each)

- a. Reports (Title:
- b. Brochures (Title:
- c. Other (Specify

TSS FUNDS	MATCH	TOTAL
\$ 22,500	\$ 50,987	\$ 73,487
	\$ 15,239	\$ 15,239
\$ 14,290	\$ 24,500	\$ 38,790

* Job descriptions for all positions assigned to grant .25 FTE or more must be included in Exhibit B.

VI. BUDGET AND COST SHARING

Page 2

Project Number: _____

	TSS FUNDS	MATCH	TOTAL
5. <u>Overhead/Indirect Costs** (Match Only)</u>		\$ 24,000	\$ 24,000
Overtime for DMV Hearings and Court based on 200 Arrests for DUII.	\$ 1,890		\$ 1,890
6. <u>Other Project Costs</u>			
Travel In-State			
Travel Out -of-State (Specify what /where) \$1890			
Air Fare for DRE Conference in Minneapolis, MN for three officers			
Office Expenses (supplies, photocopy, telephone, postage)			
Other Costs (specify)			
a. "Every 15 Minutes" Program	\$ 24,768	\$ 21,552	\$ 46,320
for six (6) schools			
7. <u>Consult/Contractual Services *** (Specify)</u>	\$ 80,000		\$ 80,000
OSP \$ 5,000 FPD \$10,000			
PPB \$35,000			
GPD \$25,000	\$ 143,448	\$ 136,278	\$ 279,726
TPD \$5,000			

TOTAL

COST SHARING SUMMARY

1. TSS Funds	\$ 143,448	52%
2. State (match)	\$ 136,278	48%
3. Local (match)		
4. Other (specify)		
5. TOTAL COSTS	\$ 279,726	100%

** Not eligible for TSS funding but may be used as match. Use no more than 10% of A.I., salaries, or use actual indirect costs and provide documentation.

*** TSS approval required prior to expenditures.

Every 15 Minutes Budget (per school)

Salaries and Wages

Director @ 43.82/hr x 14 hrs = \$ 613.00

Producer @ 37.38/hr x 14 hrs = \$ 523.00

Assistants

Instructor Officers x 4 @ 37.38/hr x 16 hrs = \$2,392.00

Production Assistants x 4 @37.38/hr x 16 hrs = \$2,392.00

Equipment

Black Robes x 26 (Cleaning & Maintenance)

Lodging for 26 students and 4 chaperones

Meals

Breakfast \$ 100.00

Dinner \$ 250.00

Movie

Supplies

Sound Production Equipment

T-shirts (School colors)

TOTAL

TSS Funds	Match
\$ 613.00	
\$ 523.00	
\$2,392.00	
	\$ 2,392.00
	\$ 130.00
	\$ 525.00
	\$ 350.00
	\$ 195.00
\$ 100.00	
\$ 200.00	
\$ 300.00	
\$ 4,128	\$ 3,592

Exhibit A: Data Table for DUI Enforcement Project

	October	December	January	March	April	June	July	September	Total for	Grant
	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual	Planned	Actual
Accidents (County)										
a. F&I										
b. Nighttime F&I										
c. Total Fatalities										
d. Total of C due to alcohol										
Arrests TSD Paid Officers										
Total DUI Arrests	50		50		50		50		200	
DWS Misdemeanors	50		50		50		50		200	
DWS Felony	10		10		10		10		40	
Minor in Possession	10		10		10		10		40	
Safety Belt Law										
Arrests (Department)										
Total DUI Arrests	100		100		100		104		404	
DWS Misdemeanors	208		208		208		208		832	
DWS Felony	30		30		30		30		120	
Minor in Possession	15		15		15		15		60	
Safety Belt Law	40		40		40		40		160	
Arrests (Total)										
Total DUI Arrests	150		150		150		154		604	
DWS Misdemeanor	258		258		258		258		1032	
DWS Felony	40		40		40		40		160	
Minor in Possession	25		25		25		25		100	
Safety Belt Law	50		50		50		50		200	
50 Hours of H/S Education	15		15		10		10		50	
125 Hispanic Informational Contacts	30		30		30		35		125	
50 Info Contacts Convenience Stores	12		12		12		14		50	

BUDGET MODIFICATION NO.

BM MCSO 99-10

(For Clerk's Use) Meeting Date

JUN 24 1999

Agenda No.

C-30

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Sheriff's Office

DIVISION

CONTACT Larry AabTELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Budget modification requesting authorization to add \$61,565 to the Sheriff's budget to increase the funding of the DUI enforcement Team, and adding \$61,565 in Oregon Dept. of Transportation revenue.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will add \$61,565 to the Sheriff's Enforcement Division budget to enhance the operation of the DUI enforcement Team. The money will be added to the overtime, supplies and training budget. These costs will be paid by an increase in our allocation from the Oregon Dept. of Transportation, and that revenue also be budgeted through this budget modification.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$61,565 from the Oregon Department of Transportation

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 2:23
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BM MCSO 99-10

BUDGET FY: _____

Revenue
Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

BUDMOD2.WK3

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcs099_10	BM	99	Adds \$61,565 to MCSO's budget to increase the funding for DUII Enforcement team with ODOT revenue. Will be used to purchase radar equipment, OT, and audio visual equipment.	No			1	156	025	3312	5300		36,998							
							2	156	025	3312	5400		1,480							
							3	156	025	3312	5500		8,879							
							4	156	025	3312	5550		1,973							
							5	156	025	3312	6230		3,280							
							6	156	025	3312	6310		1,418							
							7	156	025	3312	7100		7,537							
							8	156	025	3312		2352	61,565							
							9	400	070	7531		6602	1,973							
							10	100	075	7410		6602	7,537							
							11	400	070	7531	6580		1,973							
							12	100	075	9120	7700		7,537							

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, *Dan Noelle*
Sheriff

TODAY'S DATE: JUNE 9, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION REQUESTING AUTHORIZATION TO ADD \$61,565 TO THE SHERIFF'S BUDGET TO INCREASE THE FUNDING OF THE DUI ENFORCEMENT TEAM, ADDING \$61,565 IN OREGON DEPT. OF TRANSPORTATION REVENUE.

I. Recommendation/Action Requested:

Request approval of IGA between ODOT and the MCSO to enhance DUII enforcement in Multnomah County.

II. Background/Analysis:

Over the past six years the Sheriff's Office has participated with the State of Oregon for the enforcement of DUII laws in Multnomah County.

In 1996, there were 7,101 injury motor vehicle accidents reported in Multnomah County. An additional 69 resulted in fatalities. Of these fatal and injury accidents, 1,105 occurred at night. In calendar year 1996, unincorporated Multnomah County incurred eleven motor vehicle fatalities. Consumption of alcohol by drivers under 21 years of age and excessive speed played a significant role in these fatalities.

In order to impact the problem of DUII and excessive speed, the Sheriff's Office in partnership with 5 other local police jurisdictions participate in a grant from the State of Oregon to impact driver related offenses. The objectives of this program include:

1. Reduce alcohol and drug related injury and fatal collisions in selected areas of Multnomah County by 20% from 871, the average for the 1990-1995 period, to 697 during the 12 month period starting October 1, 1998 and ending September 30, 1999.
2. To make 200 DUII arrests by grant participants for the period October 1, 1998-September 30, 1999.
3. Conduct 10 multi-agency enforcement saturation patrols in designated areas of Multnomah County by September 30, 1999.
4. Maintain DUII arrests for the Multnomah County Sheriff's Office.

5. Provide 50 hours of education and training to High School students in five East Multnomah County High Schools regarding seat belt use, child safety seat use, and DUII laws.
6. Make 125 informational contacts to members of the Hispanic Community in Multnomah County regarding DUII laws, liability insurance requirements, seat belt use, and child safety seat usage. Printed material provided by the Oregon Department of Transportation will be used for these contacts.
7. Make 50 informational contacts to convenience store owners and employees regarding the sale of alcohol to minors.
8. Increase citations for violation of the seat belt law from 127, for the level for the 1997 calendar year to 150 by September 30, 1999.
9. Serve 100 outstanding arrest warrants for DUII.

Approval of the IGA will continue this grant through September 30, 1999. Approval of the budget modification will increase the revenues received from the State of Oregon for this activity.

III. Financial Impact:

This budget modification will provide grant revenues of \$61,565. The revenue will be used to provide radar equipment, overtime, and audio visual equipment to personnel participating in this grant.

III. Legal Issues:

None Known

V. Controversial Issues:

None known

VI. Link to Current County Policies:

County Benchmark for creating a safer community.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Participating agencies include the Oregon State Police, Portland Police Bureau, Troutdale Police Department, and the Fairview Police Department.

BUDGET MODIFICATION NO.

BUMMCS099-11(For Clerk's Use) Meeting Date JUN 24 1999Agenda No. C-31

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's OfficeCONTACT Larry Aab

DIVISION _____

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget modification requesting authorization to transfer \$1,553,030 from Inverness jail expansion salary savings to fund State SB1145 jail bed rentals.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ X

Personnel changes are shown in detail on the attached sheet

This modification will move \$1,362,905 in personnel cost savings, and \$168,018 in indirect savings to Materials and Services to fund State SB1145 bed rentals. \$1,362,905 will be added to the Pass-Through line item, and \$168,018 to indirect. This money was used to house SB1145 felons in State Prisons through December 31, 1998; the time at which Inverness expansion beds opened.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Move SB1145 State revenue from the Inverness budget to the Facilities Admin. budget.

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 2:24
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

\$ _____

Date

After this modification

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

BM MC30 77-11

5. ANNUALIZED PERSONNEL CHANGES

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

		ANNUALIZED			
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
	Not applicable				0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
0	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

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

		C U R R E N T F Y			
Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
Permanent	Add salary savings, JCN 9999	(1,009,223)	(306,501)	(47,181)	0
					(1,362,905)
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
					0
TOTAL CURRENT FISCAL YEAR CHANGES		(1,009,223)	(306,501)	(47,181)	(1,362,905)

BM MCS099-11

Transaction E [] TRANSACTION DATE:

ACCOUNTING PERIOD:

BUDGET FY:

Transaction R [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDGET FY: _____

Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
169	025	3911			2340			1,553,030		SB1145 revenue
169	025	3955			2340			(1,553,030)		Sb1145 revenue
400	070	7522			6610			47,181		Service reimb. from fund 156
								47,181	Total Revenue Change	

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcso99_11	BM	99	Transfers \$1,553,030 from IJ expansion salary savings to fund State SB1145 jail bed rentals used to house felons in state prison through Dec 31, 1998, at which time the IJ expansion was completed and opened.	No			1	169	025	3955	5100		-1,009,223	1	169	025	3955	9999	0.000	-1,009,223
							2	169	025	3955	5500		-306,501							
							3	169	025	3955	5550		-47,181							
							4	169	025	3955	7100		-190,125							
							5	169	025	3911	6110		1,362,905							
							6	169	025	3911	7100		190,125							
							7	169	025	3911		2340	1,553,030							
							8	169	025	3955		2340	-1,553,030							
							9	400	070	7531		6610	-47,181							
							10	400	070	7531	6580		-47,181							

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, *Dan Noelle*
Sheriff

TODAY'S DATE: JUNE 10, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION TO FUND STATE SB 1145 BED RENTALS

I. Recommendation/Action Requested:

Request approval of budget modification to move \$1,362,905 in personnel cost savings, and \$168,018 in indirect savings to materials and Services to fund State SB 1145 bed rentals through December 31, 1998.

II. Background/Analysis:

SB 1145 is a law passed in the '97 legislature which moved responsibility of offenders who were serving sentences of less than 12 months from state to local control. A part of the local control transition required the construction of 330 beds by the State at the MCSO Inverness Jail. Siting and construction could not be accomplished until December 31, 1998. In the meantime, the state of Oregon rented jail beds to the county in order to hold SB 1145 prisoners. This budget modification will move personnel savings funds in the Sheriff's Office to Materials and Services to pay the rental cost of these jail beds.

III. Financial Impact:

This budget modification moves funds from Inverness Jail to Facilities Admin. for purposes of placing revenue into the correct organization code in order to account for this expenditure. It is general and contingency fund neutral.

III. Legal Issues:

N/A

IV. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

State of Oregon Department of Corrections.

BUDGET MODIFICATION NO.

BUMC3099-12

(For Clerk's Use) Meeting Date JUN 24 1999

Agenda No. C-32

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Sheriff's Office

DIVISION _____

CONTACT Larry Aab

TELEPHONE 251-2489

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED

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

Budget modification requesting authorization to add \$28,488 to the Sheriff's budget to fund the activities of the Youth Gun Anti-Violence Task Force.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes

accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☐ Personnel changes are shown in detail on the attached sheet

This modification will add \$28,488 to the Sheriff's Enforcement Division budget to fund the Youth Gun Anti-Violence Task Force. \$20,000 will be allocated to overtime, and \$5,000 to pay vehicle costs, and \$3,488 to pay for the indirect costs. These costs will be paid by the City of Portland, and that revenue will also be budgeted through this budget modification.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Add \$28,488 in revenue from the City of Portland.

Add \$5,000 in revenue to the motor pool fund.

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 2:19
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

Date

After this modification

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, 
Sheriff

TODAY'S DATE: JUNE 9, 1999

REQUESTED PLACEMENT DATE: NEXT AVAILABLE BOARD MEETING

RE: BUDGET MODIFICATION APPROPRIATING GRANT REVENUE TO THE
SHERIFF'S OFFICE FOR YOUTH GUN ANTI-VIOLENCE TASK FORCE (YGAT)

I. Recommendation/Action Requested:

Recommend approval of intergovernmental agreement and budget modification allocating grant revenue to the Sheriff's Office for the Youth Gun Anti-Violence Task Force (YGAT).

II. Background/Analysis:

In the FY 98-99 budget process, the Board approved a Deputy Sheriff position to work with the Portland Police Bureau and other law enforcement and social service agencies to focus on the rising problem of increasing gun violence among youth. Collaborative teams have demonstrated success in dealing with youth violence behavior and this team has been modeled after the best practices developed through a pilot project in the Boston, Massachusetts Police Department.

The Portland Police Bureau recently received a grant from the Bureau of Justice Administration to implement the YGAT program. A part of that grant was to assist participating jurisdictions with overtime and vehicle costs.

This budget modification, if approved by the Board will ratify an intergovernmental agreement between MCSO and the Portland Police Bureau to provide overtime and vehicle cost reimbursements for participation in the YGAT program.

III. Financial Impact:

This budget modification will increase the Sheriff's overtime, salary related, and insurance line items by a total of \$28,488 to pay overtime costs for officers participating in the YGAT program. It will also increase motor pool, supplies and indirect. The overall costs to this program are general fund neutral.

III. Legal Issues:

None known.

V. Controversial Issues:

None known

VI. Link to Current County Policies:

This budget modification links directly with the county's benchmarks for public safety.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

Portland Police Bureau, other local law enforcement and social service agencies.

BM MCSO 99-12

Transaction E [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

Revenue

Transaction R [] TRANSACTION DATE: _____

ACCOUNTING PERIOD: _____

BUDGET FY: _____

. BUDMOD2.WK3

Transaction Detail

Trans ID	Type	FY	Description	Process	Date	Category	#	Fund	Agcy	Org	Obj	Rev	Amount	#	Fund	Agcy	Org	Pos	FTE	Amount
bmmcs099_12	BM	99	Authorizes \$28,488 to the MCSO's budget to fund the activities of Youth Gun Anti-Violence Task Force. 20k to OT, 5k for vehicle costs.	No			1	180	025	3127	5300		15,498							
							2	180	025	3127	5500		3,777							
							3	180	025	3127	5550		725							
							4	180	025	3127	7300		5,000							
							5	180	025	3127	7100		3,488							
							7	180	025	3127		2773	28,488							
							8	400	070	7531		6612	725							
							9	100	075	7410		6612	3,488							
							10	401	030	5905		6612	5,000							
							11	400	070	7531	6580		725							
							12	100	075	9120	7700		3,488							
							13	401	030	5905	6230		5,000							

MEETING DATE: JUN 24 1999

AGENDA NO: WC-1

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT. *Amendment with Oregon Health Sciences University In-Patient Hospital Agreement for in-patient service billed to CAAPCare when patients are placed on the State Hospital Waiting List.*

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: **Next**

Amount of Time Needed: **Consent**

DEPARTMENT: **Community & Family Services**

DIVISION: **Behavioral Health**

CONTACT: **Loelzo Poe/ Floyd Martinez**

TELEPHONE: **248-3691 ext. 65850**

BLDG/ROOM: **166/7**

PERSON(S) MAKING PRESENTATION: **N/A**

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Amendment to OHSU contract for in-patient services when patients are placed on the State Hospital Waiting List.

SIGNATURES REQUIRED:

07/24/99 ORIGINALS to Lynn Levins

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Loelzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
99 JUN 23 PM 2:17
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: June 11, 1999

SUBJECT: PY 98-99 Contract amendment with Oregon Health Sciences University CAAPCare Agency

- I. **Recommendation /Retroactive Status:** The Department of Community and Family Services recommends Board of County Commissioner approval of the following amendment with Oregon Health Sciences University CAAPCare agency for the period July 1, 1998 through June 30, 1999. This amendment is retroactive due to an oversight of not adding these services in earlier amendments.
- II. **Background/Analysis:** This amendment adds funding for services to be billed to CAAPCare when patients are placed on the State Hospital waiting list. The amount of funding is up to \$200,000. It also adds language regarding the System-Wide Services Pool Distribution and Incentive payments.
- III. **Financial Impact:** Funds for these services are in the Department Budget.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** These services are linked to County Benchmarks improving access to mental health care.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not AttachedContract #: 103787
Amendment #: 4

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # UC-1 DATE 6/24/99 DEB BOGSTAD BOARD CLERK

Department: Community and Family Services Division: Behavioral Health Date: April 14, 1999
 Originator: Kathy Frost Phone: 22995 Bldg/Rm: 166/5
 Contact: Lynn Ervins Phone: 26644 Bldg/Rm: 166/7

Description of Contract This amendment purchases inpatient mental health services to be billed to CAAPCare when patients are placed on the State Hospital waiting list. It also adds distribution surplus language that was inadvertently left out of amendment #3.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): _____
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #/DATE: 97-72 EXEMPTION EXPIRATION DATE: 6/30/2001 ORS/AR #: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>OREGON HEALTH SCIENCES UNIVERSITY</u>	
Address <u>3181 Sam Jackson Park Road</u> <u>PORTLAND OR 97201</u>	Remittance address <u>Jo Anne Abbot, Mngd Care Ctrctng, UHN-81</u> (If different) _____
Phone <u>494-4854</u>	Payment Schedule / Terms
Employer ID# or SS# <u>93-1176109</u>	<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt
Effective Date <u>July 1, 1998</u>	<input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30
Termination Date <u>June 30, 1999</u>	<input checked="" type="checkbox"/> Other \$ <u>Per inv.</u> <input type="checkbox"/> Other
Original Contract Amount \$ <u>Req.</u>	<input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>\$200,000</u>
Total Amt of Previous Amendments \$ _____	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
Amount of Amendment \$ _____	
Total Amount of Agreement \$ <u>Req.</u>	

REQUIRED SIGNATURES

Department Manager *Lorenzo Paez* DATE 6/21/99
 Purchasing Manager _____ DATE _____
 County Counsel *Kathy Frost* DATE 6/22/99
 County Chair *Debbie Boquist* DATE 6/24/99
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

LGFS VENDOR CODE CAP028						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01									See attach.		
02											
03											

Exhibit A, Rev. 3/9/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page.

COMMUNITY AND FAMILY SERVICES DEPARTMENT
CONTRACT APPROVAL FORM SUPPLEMENT
Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY
Vendor Code : CAP028

Page 1 of 1
6/11/99

Fiscal Year : 98/99

Numeric Amendment : 04

Contract Number : 103787

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
54	395	010	1664	K00P	6060	9601X <input type="text"/>	MH XIX Capitation Capitated Performance Incentive		Requirements	Requirements	\$0.00
52	395	010	1664	K22B	6060	9601X <input type="text" value="93.778"/>	MH XIX Capitation Capitated Network Inpatient Services		Requirements	Requirements	\$100,000.00
53	395	010	1664	K22W	6060	9601X <input type="text"/>	MH XIX Capitation Capitated Inpatient Service - Waitlist		Requirements	Requirements	\$100,000.00
TOTAL								\$0.00	\$0.00	\$0.00	\$200,000.00

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT

Page 1 of 1
 6/11/99

Contractor : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Vendor Code : CAP028

Fiscal Year : 98/99

Through Amendment Number : 04

Contract Number : 103787

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
52	395	010	1664	K22B	6060	9601X	MH XIX Capitation Capitated Network Inpatient Services	\$0.00	Requirements	Requirements	\$1,047,142.00
53	395	010	1664	K22W	6060	9601X	MH XIX Capitation Capitated Inpatient Service - Waitlist	\$0.00	Requirements	Requirements	\$100,000.00
54	395	010	1664	K00P	6060	9601X	MH XIX Capitation Capitated Performance Incentive	\$0.00	Requirements	Requirements	\$0.00
TOTAL								\$0.00	\$0.00	\$0.00	\$1,147,142.00



MULTNOMAH COUNTY OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
TANYA COLLIER
GARY HANSEN
SHARRON KELLEY
DAN SALTZMAN

FINANCE DIVISION

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
P.O. BOX 14700
PORTLAND, OR 97214-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING

FORD BUILDING
2505 S.E. 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: *JK* Franna Hathaway, Manager
Purchasing Section

DATE: December 24, 1997

RE: EXEMPTION NUMBER # 97-72
PROFESSIONAL SERVICES EXEMPTION REQUEST FOR
CAAPCARE INPATIENT SERVICES

In accordance with Administrative Procedure PUR-1, section XII, A, Blanket Exemptions, and the findings in the attached professional services exemption request dated December 11, 1997 from the Department of Community and Family Services Purchasing recommends approval of contracts with the below listed hospitals for a five period ending October 31, 2002. The estimated annual contract amount for the exemption period is \$4.2 million.

- Woodland Park Hospital
- Eastmoreland Hospital
- Good Samaritan Hospital
- Portland Adventist Hospital
- Providence Medical Center/Providence St. Vincent's Hospital
- Emanuel Hospital (Legacy)
- Oregon Health Sciences University Hospital
- Pacific Gateway Hospital

APPROVED:

Beverly Stein
Beverly Stein, County Chair

Date: 12/29/97

Attachments
c: Bill Thomas

DENIED:

Beverly Stein, County Chair

Date: _____



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

FACTS AND EVALUATION DIVISION

21 S.W. SIXTH AVENUE, 7TH FLOOR

PORTLAND, OREGON 97204-1618

PHONE (503) 248-3691

FAX # (503) 248-3379

BOARD OF COUNTY COMMISSIONERS

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

TO: Franna Hathaway, Purchasing Manager

FROM: Lorenzo Poe, Director *Lorenzo Poe*
Community and Family Services Division

DATE: December 11, 1997

RE: RFP Exemption Request—CAAPCare Inpatient

Request for Exemption: This is to request a five-year Blanket Exemption to the RFP process for hospitals providing psychiatric inpatient care for the period November 1, 1997 through October 31, 2002. Psychiatric inpatient care for children and adults is currently provided by Providence Medical Center and the Legacy Emanuel System.

In the past the County has been payer of last resort for involuntary hospitalization only for adults. Under CAPCare both voluntary and involuntary hospitalization has been provided for children and adults. Under the new Mental Health Organization (MHO) which began November 1, 1997, CAAPCare will pay for both voluntary and involuntary hospitalizations for children and adults. The estimated annual cost for all hospitalizations for CAAPCare clients is \$4.2 million per year at our current enrollment level.

The exemption is requested for the following hospitals (with the understanding that any new providers entering the market will also be exempted):

- Woodland Park
- Eastmoreland Hospital
- Good Samaritan
- Portland Adventist
- Providence Medical Center/Providence St. Vincent's
- Emanuel Hospital (*Legacy*)
- Oregon Health Sciences University
- Pacific Gateway

Basis for Exemption: The basis for this RFP exemption is that hospitals are licensed by the State for psychiatric services. The Division is willing to authorize payment to hospitals that will accept inpatients triaged through the Crisis Triage Center (CTC), as appropriate. Multnomah County's psychiatric inpatient capacity is a regional resource used by a large geographic area, as in any major metropolitan area. In Multnomah County, the need for psychiatric inpatient capacity exceeds the supply.

Background: The Division was the successful bidder as the carve out mental health organization under the mental health RFP issued by the State. On July 1, 1997, mental health benefits for children, adolescents and adults were added to the Oregon Health Plan (OHP). On October 1, 1997, these benefits started being managed under a capitated system. The State awarded a contract to Multnomah County (State Agreement) to manage mental health services for the majority of OHP members. Under the State Agreement, the County Mental Health Organization (MHO) receives payment of a fixed amount per member per month which the MHO must use to meet the mental health needs of its members.

OHP members in Multnomah County each are enrolled in one of seven health plans e.g., Care Oregon, Kaiser, etc. where they receive physical health care services. Only two of those health plans (Family Care and Regence HMO Oregon) were awarded contracts to provide managed mental health services. OHP members of plans not awarded contracts to provide mental health services have become part of a group known as the "carve out." The Division serves the carve out group. The RFP exemption requested in this memo will allow the carve out group to receive needed psychiatric inpatient care with minimal disruption.

Thank you for your assistance in this matter. If you have questions, please call Bill Thomas at 22095.

MULTNOMAH COUNTY

11 DEC 15 PM 4:11

RECEIVED

PROCUREMENT REPORT

1 of 1
06/21/99

Contractor Name : OHSU OREGON HEALTH SCIENCES UNIVERSITY

Vendor Code: CAP028

Procurement : EX9772

Part :

Issue Date : 12/24/97

First Contract : 12/12/97

Expiration Date : 10/31/02

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Svc Element</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Final Amount</u>	<u>Requirements Estimate</u>
4	07/01/98	06/30/99	K00P Capitated Performance Incentive		Requirements	Requirements	\$0.00
4	07/01/98	06/30/99	K22B Capitated Network Inpatient Services		Requirements	Requirements	\$100,000.00
4	07/01/98	06/30/99	K22W Capitated Inpatient Service - Waitlist		Requirements	Requirements	\$100,000.00

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
CONTRACT #109787, AMENDMENT #4

DURATION OF AMENDMENT: July 1, 1998 TO: June 30, 1999
CONTRACTOR NAME: Oregon Health Science Univ. TELEPHONE: 494-4854
CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Rd. IRS NUMBER: 93-1176109
Portland, OR 97201

This amendment is to that certain contract dated April 1, 1996 between the Multnomah County Department of Community and Family Services, referred to as the "COUNTY" and Oregon Health Science University, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: CHANGES: a) This amendment adds up to \$200,000 for inpatient services to be billed as fee for service for CAAPCare patients when they are placed on the State Hospital's waiting list. b) adds the following language:

B. Compensation and Payment Section 6.

a) Distribution of Surplus or Deficit from System-Wide Services Pool

Distribution of any surplus or deficit from the System-wide Services Pool will be allocated as follows: Inpatient Services Pool 27%, Outpatient Services Pool 60%, and the Risk Reserve and Incentive Pool 13%. Distributions or recoupments will be made no more often than semi-annually and no less than annually as is mutually determined by COUNTY, Participating Hospitals, and Participating Provider Networks. As necessary, recoupments to cover deficits in this pool will be deducted from the next monthly allocation of capitation revenues to the Inpatient Services Pool, Outpatient Services Pool and Risk Reserve and Incentive Pool following the periodic reconciliation of balances in the System-Wide Pool.

b) Payments for Incentives and System Investments

Payments from the Risk Reserve and Incentive Pool will be made for incentives which will be identified in the NETWORK MANUAL (e.g. submission of complete, accurate and timely encounter data; incentives for consumer satisfaction and positive clinical outcomes; incentives for achieving quality management indicators) on a basis specified in the NETWORK MANUAL. Payments may also be made from this Pool for investments in services system development on a basis to be determined.

C. Program Conditions, Section 4.

Effective May 1, 1998, HOSPITAL agrees that Providence Health System shall be responsible for inpatient utilization management for CAAPCare members for whom non-participating hospitals have received authorization for inpatient admissions

PART II: AMENDMENT NARRATIVE: This amendment purchase mental health services that are all inclusive for daily inpatient care as part of the Multnomah County Mental Health Organization, CAAPCare. Language that was inadvertently left out of amendment #3 is being added.

In witness whereof, the parties hereto have caused this contract to be executed by their authorized officers.

MULTNOMAH COUNTY

BY Lorenzo Poremba 6/21/99
Director, Dept of Community & Date
Family Services

BY Beverly Stein 6/24/99
Beverly Stein Date
Multnomah County Chair

REVIEWED:

THOMAS SPONSLER, County Counsel for
Multnomah County, Oregon

By Katie Gutz 6/22/99
Date

OREGON HEALTH SCIENCES UNIVERSITY

BY _____
Agency Authorized Signer Date

(please print name)

Title

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # UC-1 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

06/21/99

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : OHSU OREGON HEALTH SCIENCES UNIVERSITY Vendor Code: CAP028		
Contractor Address : MANAGED CARE CONTRACTS-UHN-81 3181 SW SAM JACKSON PARK RD PORTLAND OR 97212		
Telephone : 494-1053	Fiscal Year : 98/99	Federal ID # : 93-1176109

Program Office Name : Managed Care Contracts

Service Element Name : Capitated Performance Incentive (K00P)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
4	07/01/98	06/30/99	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

Service Element Name : Capitated Network Inpatient Services (K22B)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
4	07/01/98	06/30/99	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

Service Element Name : Capitated Inpatient Service - Waitlist (K22W)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
4	07/01/98	06/30/99	Per Invoice	Fee for Service	Req't's			Req't's
Total					Req't's			Req't's

MEETING DATE: JUN 24 1999

AGENDA NO: WC-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: 1) Board approval of the 1999-2001 Financial Grant Agreement with Mental Health and Development Disabilities Division. 2) Board Resolution to appoint Lorenzo T. Poe, Jr. as the County Grant Administrator for the Mental Health and Developmental Disabilities Division 1999-2001 County Financial Grant Agreement.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: **June 24, 1999**

Amount of Time Needed: **N/A**

DEPARTMENT: Community & Family Services **DIVISION:** Behavioral Health & Developmental Disabilities

CONTACT: Lorenzo Poe/Howard Klink/Floyd Martinez **TELEPHONE:** 248-3691
BLDG/ROOM: 166/7

PERSON(S) MAKING PRESENTATION: Susan Clark

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE

Approval of 1999-2001 State of Oregon Mental Health and Developmental Disabilities Services Division Financial Assistance Grant Agreement and appointment of a Grant Administrator.

6/24/99 ORIGINALS & COPIES of all to Alicia Ellis
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

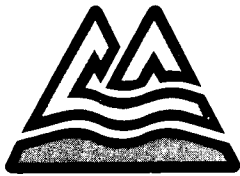
OR

DEPARTMENT MANAGER: Lorenzo Poe mab

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
JUN 22 PM 2:17
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: June 22, 1999

SUBJECT: Approval of the 1999-2001 State of Oregon Mental Health and Developmental Disabilities Services Division Financial Assistance Grant Agreement and Appointment of County Grant Administrator.

I. **Recommendation/Action Requested:** The Department of Community and Family Services is requesting Board of County Commissioner approval on the following two items: 1) Approval of the 1999-2001 State of Oregon Mental Health and Developmental Disabilities Services Division (MHDDSD) Financial Assistance Grant Agreement and 2) Appointment of Lorenzo T. Poe, Jr. as the County Grant Administrator for this Agreement.

II. **Background/Analysis:** MHDDSD is changing their biennial revenue agreement format. Beginning July 1, 1999 with the new biennium MHDDSD has adopted a Financial Assistance Grant Agreement format. The State is hoping that this format will reduce the time it takes them to process amendments and assist the Department in managing its cash flow. The funding provided through this Financial Assistance Grant Agreement will fund the same programs which were funded under the previous intergovernmental agreement; Mental Health, Alcohol and Drug and Developmental Disabilities treatment services.

Pursuant to provision III.B, of the Agreement, the County is to appoint, by resolution, a County Grant Administrator. The Grant Administrator is to have the authority to amend the Grant Award, on behalf of the County, by execution and delivery of amendments to this Agreement. The Department is requesting that Lorenzo T. Poe, Jr., as the Community Mental Health Director and Department Director be appointed to this position and granted such authority.

III. **Financial Impact:** The agreement is for \$ 129,785,464 for the biennium. The first year of revenue is included in the Department's FY 99/00 budget.

IV. **Legal Issues:** The State has added language in this new format, but there has been insufficient time to address our concerns to the State. We will be addressing these concerns with the State after approval of the agreement as we have in the past. This agreement must be signed prior to July 1, 1999 to avoid a loss of funding from the State.

V. **Controversial Issues:** N/A

VI. Link to Current County Policies: This agreement provides funding for needed mental health, alcohol and drug, and developmental disabilities services for eligible citizens in Multnomah County, which are linked to County Benchmarks to enhance access to treatment services.

VIII. Citizen Participation: N/A

IX. Other Government Participation: N/A



Oregon

John A. Kitzhaber, M.D., Governor

Department of Human Resources

Mental Health and Developmental

Disability Services Division

2575 Bittern Street NE

Salem OR 97310-0520

(503) 945-9499

FAX 378-3796

TTY 945-9836

June 17, 1999

The Honorable Beverly Stein, Chairperson
Board of County Commissioners
Multnomah County Courthouse
Portland, OR 97204

Re: 1999-2001 Financial Assistance Grant Agreement
#26-001

Dear Commissioner Stein:

The new Mental Health and Developmental Disability Services Division (MHDDSD) 1999-2001 County Financial Assistance Grant Agreement and Grant Awards for community mental health, developmental disability, and alcohol and drug services are enclosed for your action. This grant program replaces the intergovernmental agreement. We apologize for the short time, but we believe this is a better way to do business and is less confusing than extending the intergovernmental agreement and then implementing the grant.

There are two (2) copies of the Financial Assistance Grant Agreement enclosed for your action and execution. Please return both copies with the necessary approval signatures before the close of business (5:00 p.m.) on Wednesday June 30, 1999. **Please note that I have signed the Agreements for the Division. You may either fax us pages that are signed or have entries before July 1, 1999, or deliver the executed Agreements to us. In either case, please return "hard copies" quickly. Our fax number is (503) 373-7951. By law, we cannot pay for services before the Agreement has all necessary signatures. We must have signed Agreements before July 1, 1999 in order to pay for services beginning on July 1.**

Assisting People to Become Independent, Healthy and Safe
An Equal Opportunity Employer

What Needs To Be Done Now

Please sign or make the required entry at each of the six (6) “flagged” spots and return to: Mental Health and Developmental Disability Services Division, Contracts Section, 2575 Bittern Street NE, Salem, OR 97310-0520.

If you have questions, please contact the following persons:

- For Developmental Disability Services, contact Jack Morgan at (503) 945-9801 or Lorraine Burgio at (503) 945-9783.
- For Mental Health Services, contact Kyleen Gower at (503) 945-9709 or Dave Simpson at (503) 945-9725.
- For Alcohol and Drug Services, contact Robert Miller at (503) 945-6185.
- For general assistance or if the other contacts are not available, contact Maynard Hammer at (503) 945-9450 or Sheri Gaines at (503) 945-9457.

Major changes from the intergovernmental agreement

1. **This 1999-2001 Financial Assistance Grant Agreement replaces the intergovernmental agreement.**
2. **Grant Award.** The Grant Award, based on terms and conditions of the Agreement, will be used to allocate funds. Your initial Grant Award is Exhibit D of this Agreement. The format for this first allocation of money is the same as the “Plan Approval/Amendment Form” (PAAF) now used with the intergovernmental agreement.
3. **Letter of Grant Amendment.** Most changes to the Grant Award will be made through a Letter of Grant Amendment. This is a new instrument. The Letter of Grant Amendment will typically be used to address specific situations involving a small number of clients. Changes specified in the Letter of Grant Amendment will be binding on both parties. The county may spend MHDDSD funds to implement those changes immediately upon execution of the Letter of Grant Amendment by both parties.

4. **Revised Grant Award.** Periodically, we will issue a Revised Grant Award to summarize all amendments to date. The Revised Grant Award also will be used to amend the Grant Award when making general changes such as cost-of-living increases. The format of the Revised Grant Award is the same as the PAAF.
5. **Accelerated cash allotment.** We will accelerate the cash allotment to counties at the beginning of the biennium so money will be immediately available for services. This will enable the Letter of Grant Amendment to be used effectively. When we issue a Revised Grant Award summarizing all Letters of Grant Amendment approved to date, we will make an additional allotment of funds to replace cash used between the time the Letter of Grant Amendment was signed and the Revised Grant Award is issued.
6. **Grant Administrator.** The Board of Commissioners or County Court must appoint a County Grant Administrator who has sufficient authority to accept, amend, and execute Revised Grant Awards and Letters of Grant Amendment. The Grant Administrator should be a person knowledgeable about the services and able to deal with a large volume of transactions in a timely manner. (See Section III.B. of the Agreement.)

Thank you for your patience and help during this process.

Sincerely,



Maynard Hammer
Assistant Administrator
Office of Finance

Enclosures

GRANT1.doc

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Description of Format and Terms Used in the 1999-2001 Grant Award

This describes the format and abbreviations used in Grant Awards and how the obligations of the Division and the counties are stated within the Grant Award. Information-only reports which accompany Grant Awards are also described.

A. FORMAT AND ABBREVIATIONS IN GRANT AWARDS:

1. The heading of each Grant Award consists of the following information:
 - o county name;
 - o the identification number of the Grant Agreement between the state and county under which the Grant Award is issued;
 - o the date the Grant Award is issued by the Division;
 - o the sequential serial number of the Grant Award in relation to previously issued Grant Awards;
 - o The program area(s) (Local Administration, Developmental Disabilities, Mental Health Services; or Alcohol and Drug Services) included in the Grant Award.
2. The financial and service obligation information in each Grant Award is displayed in one or another of two sections termed Section 1 and Section 2:
 - o Section 1 consists of awards for which service requirements are specified in Exhibit A of the Grant Agreement and, if designated, the additional requirements specified in Exhibit B for the service element.
 - o Section 2 consists of awards which are subject to the requirements specified in the Special Conditions, in addition to, or if so stated in the special conditions, in lieu of the requirements in Exhibit A and Exhibit B of the Grant Agreement.
3. Format within Sections 1 and 2 of the Grant Awards is as follows:
 - a. Each line in Sections 1 and 2 specifies the award and service obligations, applicable as described below, for a single service element. Multiple lines are displayed for each award within a service element when this is necessary to display varying requirements or information related to the award. For example, awards within a service element are displayed on different lines to indicate different payment procedures or start-end dates which may be applicable. Lines related to a given service element are grouped together in Sections 1 and 2. The groupings are preceded by the service element number and name, and are followed by a subtotal line

showing the total two year amount being awarded for the service element within the Grant Award.

- b. The first column of these sections is titled PART. This column will contain the character A, B, or C, which have the following meaning:
- o Part A means funds the Division distributes to counties in monthly prorations throughout the term of the Grant Agreement on approximately the 15th day of the month;
 - o Part B means funding for limitation amounts that are approved for reimbursement of fee for service claims such as Medicaid and DUII services;
 - o Part C means funds which will be paid in some unique fashion as described in the Special Conditions of the Grant Award. An example is lump sum payments of start-up funds when needed and requested by the county.
- c. The second column of Sections 1 and 2 includes Start/end dates. These dates specify the time period during which the county is obligated to provide the designated services. Moreover, the Division will allot funds included on lines specifying Part A during that period.

Funds specified with Part B or C may be paid when claimed by the county as instructed by the Division at anytime during the Grant Agreement period, without respect to start and end dates. Regardless of the funds being awarded in Parts A, B or C, the county is not obligated to expend the funds within the period specified, but may do so at any time during the period of the Grant Agreement, unless otherwise specified in Special Conditions.

- d. The third column of Sections 1 and 2 provides for inclusion of CPMS name. This consists of the coded name (2nd, 3rd, and 4th characters of the person's first and last name), and the person's birthdate (year, month, day) in cases when the funds awarded are for services to a specific client. When the award is not intended for a specific client, a N/A designation will appear in this column.

The county agrees, in accepting an award designated for an identified client, that the Division may recoup payment made for any time period within the start/end dates specified, in which the client was not served.

- e. The fourth column of Section 1 and 2 displays the Approved Services Funds being awarded. These funds are the Division's maximum obligation in support of the services described on the same line of the Grant Award.

The funds are displayed by fiscal year, "For Information Only". The county may spend the funds at any time within the Agreement period, or, if the funds are not expressly limited to actual expenditures, the county may retain and expend them in a future period under ORS 430.695. In the case of funds designated in Part B or C, which are paid following a claim or request by the county, such claim or request may be made at any time within the Agreement period.

- f. The fifth column of Section 2 displays - Approved Start-up. Start-up funds are one time only awards to permit preparations, such as facility renovation, which are necessary to initiate, or continue a service. The awards are not part of the ongoing funding for provision of services. These funds, like service funds, are also displayed by fiscal year "For Information Only", and may be claimed and expended at any time within the Grant Agreement period. Unless otherwise stated in the Special Conditions of the Grant Award, start-up funds are paid subject to the provisions of the Community Mental Health Financial Procedures Manual.
- g. The sixth column in Sections 1 and 2 indicates the number of Service Units the county is obligated to provide throughout the period specified in column 2. Approved Service Funds listed on the same line as Service Units are awarded contingent on provision of the designated number of service units.
- h. The seventh column in Sections 1 and 2 designates Unit Types, which specifies the kind of service unit enumerated in column 6. The unit types are expressed in three character numbers or letters which have the following meanings:
 - 001 "Generic Slot" - "Slot" as used in this term, and all of the other demographic distinctions below, is defined as the capacity to provide any or all of the service specified within a service element to one person at a given time. "Generic Slots" are those which may be used for any person meeting the eligibility requirements in Exhibit A for the service element, without respect to their other demographics.
 - 005 "Ethnic Minority Slot" - denotes a slot which must be utilized at least 51% of the time by African Americans, Native Americans, Hispanics or Asians.
 - 010 "Youth Slot" - denotes a slot that must be reserved exclusively for those age 17 or below.
 - 020 "Intensive Youth Outpatient Slot" - is a slot for

youths requiring more than 2 treatment contacts per month.

- 030 "Intensive Women's Slot" - is a slot for women requiring more than 2 treatment contacts per week.
- 035 "Geriatric Slot" - is a slot for persons age 60 and over, or ethnic minorities aged 55 and over.
- 040 "Adult Male Slot" - is a slot which may be provided any male age 18 or older.
- 045 "Pregnant Woman Slot" - is a slot reserved for pregnant women.
- 050 "African American Woman Slot" - is a slot reserved for African American women.
- 055 "Women with Dependent Children Slot" - is a slot reserved for women with dependent children.
- 060 "SCF Women's Slot" - is a slot for women entering treatment under an agreement with SCF to do so.
- 065 "I.V. Drug User Slot" - is a slot reserved for intravenous drug users.
- CSM Means "Client Service Months" which is the total number of months of service being provided each individual within a group of eligible clients. For example, provision of ten months of service to each one of five client service months.
- FTE Means "Full-Time Equivalent". This unit type is used when the county's service obligation is expressed in terms of the number of full-time, 40 hour per week personnel to be employed or under contract to provide a service. For example, an entry under Service Units of 0.5, followed by "FTE" under Unit Type indicates the county must employ or contract with a person or person(s) to provide the specified services one-half time or 20 hours per week.
- ADP Means "Average Daily Population". This denotes the monthly average number of patients or residents lodged in a 24-hour facility each midnight.

I. The eighth and final column, Special Cond for Special Conditions is completed only in Section 2 of the Grant Award. The entry under Special Cond is a five character code, followed by a pound or number sign, followed by one to two additional characters. The first five digits are an internal Division code not relevant to the county. The characters following the pound sign specify the number of the Grant Award special conditions to which the designated funds are subject. This feature may be used in Grant Awards with multiple Special Conditions, applicable to some, but not all funds awarded in the Grant Award. The Special Conditions portion of the Grant Award is described below.

4. Following Sections 1 and 2 are narratives describing the Purpose of Grant Award and Special Conditions.

a. **Purpose of Grant Award** contains a brief description of why the Grant Award is being issued. These explanations do not establish or alter obligations on the part of either the Division or county, but are for information only.

b. **Special Conditions** are narrative statements of requirements applicable as referenced in Section 2, column 8, to identified amounts of funds, or occasionally applied more globally as described within the special condition.

It is the Division's policy in crafting special conditions that they consist of clear, unambiguous statements, or sets of statements of the actions or outcomes the county must perform.

5. The final components of the Grant Award consists of a statement expressing the agreement of the signators related to execution of the Grant Award, and a place for the county Grant Administrator or county designee and the Division to sign, and to indicate the date on which they signed the Grant Award.

The "County Grant Administrator" means that person who has been designated by the county commissioners to sign and execute Grant Awards.

The "Division Representative" is the Division's Administrator or Division employee designated by the Division's Administrator to sign and execute the Grant Awards.

B. Information Reports Supplementing Grant Awards

A selection of reports are distributed with Grant Awards, depending upon their content and complexity. Reports which are not relevant to a particular Grant Award, such as updates of cumulative financial awards for a Grant Award making no changes to funding awards are not distributed.

The reports are for information only, and labeled accordingly. The county's acceptance of a Grant Award does not signify acceptance of this supplemental information, or its accuracy. Nothing in those information reports is intended to, or has the effect of, obligating the county, or Division, as expressed in the Grant Award.

Grant Award Information Only Reports include the following:

1. **Grant Award Totals** are issued with each Grant Award making changes to financial awards. These reports are differentiated between awards in Parts A, B, and C. A summary of all awards is also provided. These reports include the following information for the Program Area (Mental Health, Developmental Disabilities, and Alcohol and Drug Services) affected by a Grant Award:
 - o **Service element** title and budget code;
 - o **Current Approved** amount, which is the cumulative total of awards in the affected service element(s) from all Grant Awards agreed between the county and the Division prior to the issuance of the subject Grant Award.
 - o **Current Pending** which includes any awards in Grant Awards that have been distributed by the Division, but not yet approved and returned by the county;
 - o **Proposed Change** which is the total proposed increase or decrease in awards for affected service elements as a result of the subject Grant Award;
 - o **Revised Total** which is the sum of the three amounts described above;
 - o Exhibit B designation for each award, when applicable;
 - o **Service Units/Types** information which shows the revised number of service units, by type, following acceptance of the subject Grant Award, assuming acceptance of all Grant Awards pending.
2. A report of **Cumulative Payment Authorization Amounts** is distributed by the Division each month, separate from any Grant Awards. This report shows the cumulative total awarded to each service element provided to the county based on all Grant Awards that have been executed between the Division and the county by the end of the previous month.

3. **Projected Rate/Slot Changes** information is provided with Grant Awards addressing Developmental Disabilities Services elements. This report communicates the Division's understanding of how changes to awards, slots, and rates in a Grant Award will be distributed among directly-operated and/or subcontract service providers.

The county has no obligation to distribute or subcontract funds to providers consistent with the Division's projections. Accuracy of these distributions is, however, critical to the Division's ability to meet federal requirements for documentation of Title XIX waiver funds. The county agrees to notify the Division's Office of Developmental Disability Services within 15 days when awards are distributed to providers at variance with the Division's information reports.

PartV.doc\6-15-99

(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 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>UC-2</u> DATE <u>6/24/99</u> <u>DEB BOGSTAD</u> BOARD CLERK

[illegible]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-116

Approving State Mental Health and Developmental Disabilities Services Division 1999-2001 County Financial Assistance Agreement and Appointing Lorenzo T. Poe, Jr, as County Grant Administrator.

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of Community and Family Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Mental Health and Developmental Disabilities Services Division (Division) to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The Division is willing, upon the terms and conditions of the attached 1999 – 2001 Financial Assistance Agreement (Agreement), to provide such financial assistance (Grant Award) to the County.
- d. The Agreement must be approved before July 1, 1999, and approval of the Agreement is in the economic interests of Multnomah County and its citizens.
- e. Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Grant Administrator) and to authorize the County Grant Administrator to amend the Grant Award and Agreement on behalf of the County.

The Multnomah County Board of Commissioners Resolves:

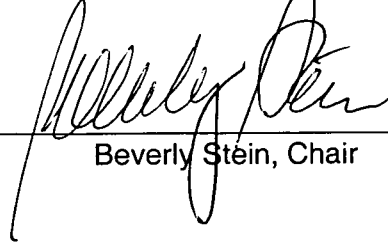
1. The Board approves the attached 1999 – 2001 County Financial Assistance Agreement with the State of Oregon Mental Health and Developmental Disabilities Division.
2. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Agreement and any other required documents.

3. The Board appoints Lorenzo T. Poe, Jr., Director of the Department of Community and Family Services, as the County Grant Administrator and authorizes Lorenzo T. Poe, Jr. to amend the Grant Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with section III(C).

Adopted this 24th day of June, 1999.




BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

Katie Gaetjens, Assistant County Counsel

**MENTAL HEALTH AND DEVELOPMENTAL DISABILITY
SERVICES DIVISION
1999-2001 COUNTY FINANCIAL ASSISTANCE GRANT AGREEMENT**

This Mental Health and Development Disability Services Division 1999-2001 County Financial Assistance Grant Agreement (the "Agreement") is effective as of July 1, 1999 between the State of Oregon acting by and through the Mental Health and Developmental Disability Services Division of its Department of Human Resources ("Division") and Multnomah County ("County"). Unless sooner terminated in accordance with section V, this Agreement shall expire on June 30, 2001.

RECITALS

WHEREAS, ORS 430.610(4) and 430.640(1) authorize the Division to assist Oregon counties and groups of Oregon counties in the establishment and financing of a community mental health and developmental disabilities programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of a community mental health and developmental disabilities program in accordance with the policies, procedures and administrative rules of the Division;

WHEREAS, County has requested financial assistance from the Division to operate or contract for the operation of its community mental health and developmental disabilities program; and

WHEREAS, Division is willing, upon the terms of conditions of this Agreement, to provide financial assistance to the County to operate or contract for the operation of its community mental health and developmental disabilities program.

NOW, THEREFORE, in consideration of the mutual premises set forth above and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions and Specialized Service Requirements. When a word or phrase is defined in a particular Service Description or Specialized Service Requirement, the word or phrase shall not necessarily have the ascribed meaning in any part of the Agreement other than the particular Service Description or Specialized Service Requirement in which it is defined.

- A. **"Alcohol and Drug Abuse Services"** means all Services whose service code begins with the letters "A&D."
- B. **"Agreement"** means this Mental Health and Developmental Disability Services Division 1999-2001 County Financial Assistance Grant Agreement.
- C. **"Authorizing Resolution"** has the meaning set forth in section III(B).
- D. **"Community Mental Health Program or CMHP"** means the organization of all services for persons with mental and emotional disorders, developmental disabilities, and alcohol and drug abuse dependencies operated by, or contractually affiliated with an LMHA operated in a specific geographic area of the State of Oregon.
- E. **"Client"** means, with respect to a particular Service, any individual who is receiving that Service from County.
- F. **"Client Process Monitoring System or CPMS"** means Division's information system that tracks and documents Service delivery.
- G. **"Claim"** has the meaning set forth in section VI(D).
- H. **"Contract Settlement"** means the Division's reconciliation, after expiration or termination of this Agreement, of amounts Division actually paid to County under this Agreement with amounts that Division was obligated to pay to County under this Agreement. Division reconciles payments on an individual Service basis as set forth in the Service Description.
- I. **"County"** has the meaning set forth in the first paragraph of this Agreement.

- J.** **“County Grant Administrator”** has the meaning set forth in section III(B).
- K.** **“Developmental Disability Services”** means all Services whose service code begins with the letters “DD.”
- L.** **“Division”** means the Mental Health and Developmental Disability Services Division of the Department of Human Resources of the State of Oregon.
- M.** **“Federal Funds”** means all funds paid to County under this Agreement that Division receives from an agency, instrumentality or program of the federal government of the United States.
- N.** **“Grant Award”** means the description of financial assistance set forth in Exhibit D attached hereto and incorporated herein by this reference, as such Grant Award may be amended from time to time in accordance with section III (C) and section IV (B).
- O.** **“Local Mental Health Authority or LMHA”** means the county court or board of commissioners of one or more counties who choose to operate a CMHP.
- P.** **“Local Administration Services”** means all Services whose service code begins with the letters “LA.”
- Q.** **“Medicaid”** means Federal Funds received by Division under Title XIX of the Social Security Act.
- R.** **“Mental Health Services”** means all Services whose service code begins with the letters “MH.”
- S.** **“Program Area”** means any one of the following: (1) Developmental Disability Services, (2) Mental Health Services, (3) Alcohol and Drug Abuse Services or (4) Local Administration Services.
- T.** **“Provider”** has the meaning set forth in section III(E).

- U. **“Service”** means any one of the following services or group of related services as described in Exhibit A attached hereto and incorporated herein by this reference, whose costs are covered in whole or in part with financial assistance Division pays to County pursuant to this Agreement:

Service Name	Service Code
Local administration	LA 01
Non-residential adult mental health services	MHS 20
Day and residential treatment services	MHS 21
Child and adolescent mental health services	MHS 22
Regional acute psychiatric inpatient facilities	MHS 24
Community crisis services for adults and children	MHS 25
Residential treatment facility services	MHS 28
Psychiatric security review board	MHS 30
Enhanced care services	MHS 31
Adult foster care	MHS 34
Older/disabled adult mental health services	MHS 35
Pre-admission screening and annual resident review	MHS 36
MHS special projects	MHS 37
Supported employment services – extended services	MHS 38
Community support services for the homeless mentally ill	MHS 39
JCAHO accredited psychiatric residential treatment facilities	MHS 128
Residential programs for children with mental disorders	MHS 129
Diversion services – crisis intervention	DD 44
Nursing facility specialized services	DD 45
Semi-independent living services	DD 47
Case management	DD 48
Self-directed individual and family support	DD 49
Residential facilities	DD 50
Supported living services	DD 51
Transportation	DD 53
Employment and alternative services	DD 54
Rent subsidies	DD 56
DD special projects	DD 57
DD non-relative foster homes	DD 58
Relative adult foster care	DD 59
High school transition services	DD 90
Regional crisis coordination	DD 157
A&D special projects	A&D 60
Alcohol residential care	A&D 61
Drug residential care	A&D 62
Non-hospital alcohol and drug detox	A&D 63

Service Name	Service Code
Outpatient chemical dependency	A&D 65
Continuum of care	A&D 66
DUII information program	A&D 68
Synthetic opiate treatment	A&D 69
Prevention and early intervention	A&D 70
Community intensive residential treatment	A&D 71
DUII rehabilitation program	A&D 78
Marijuana education – level 1	A&D 87
Marijuana level II	A&D 88
Marijuana evaluation specialists	A&D 89
Synthetic opiate detoxification	A&D 99

V. **“Service Description”** means the description of a Service set forth on Exhibit A.

W. **“Specialized Service Requirements”** means any one of the following specialized service requirements as described in Exhibit B attached hereto and incorporated herein by this reference:

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Local administration – medicaid authorization specialist	01 A
Protective services	20 A
Extended care projects	20 C
Treatment foster care	22 A
Gero-specialist	35 A
SDSD residential	35 B
Secure residential treatment facility	37 A
OMHS housing fund awards	37 B
DD residential services	50 A
Community integration projects	50 B
DD medical homes	50 C
Regional training programs	57 A

II. REPRESENTATIONS AND WARRANTIES OF COUNTY

County represents and warrants to the Division as follows:

- A. **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- B. **Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is a party or by which the County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- C. **Binding Obligation.** This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

III. COVENANTS OF COUNTY

- A. **Expenditure of Financial Assistance.** County shall expend the financial assistance paid to County under this Agreement solely on the delivery of Services. If the Grant Award requires County to expend all or a portion of the financial assistance paid to County pursuant to this Agreement solely on the delivery of a particular Service, County shall not expend that financial assistance on the delivery of any other Service, except as permitted under section III(D). County shall ensure that each Service is delivered in accordance with the terms and conditions of this Agreement including, but not limited to, any special terms and conditions set forth in the Grant Award, any Specialized Service Requirements set forth in the Grant Award and the Service Description. In the event of a conflict between two or more parts of this Agreement, the parts of this Agreement shall have the following precedence in the order listed: (1) (highest precedence) the terms and conditions of this Agreement (other than Exhibits A and B and D), (2) the Grant Award (Exhibit D), (3) the Specialized Service Requirements (Exhibit B), (4) the Service Descriptions (Exhibit A), (5) Exhibit E and (6) (lowest precedence)

Carryover (Exhibit F).

- B. **Appointment of County Grant Administrator.** County shall, by a duly adopted order or resolution of the County Board of Commissioners or County Court ("Authorizing Resolution"), appoint a County officer to administer this Agreement ("County Grant Administrator"). The Authorizing Resolution shall authorize the County Grant Administrator to amend the Grant Award, on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in accordance with section III(C). Unless the Authorizing Resolution clearly vests such authority in the County Grant Administrator, the Division will not treat the County Grant Administrator as authorized to amend, on behalf of County, any part of this Agreement other than the Grant Award. County shall furnish Division with a copy of the Authorizing Resolution. County shall immediately notify Division if the County Board of Commissioners or County Court revokes or alters the Authorizing Resolution. If the County chooses to name a new County Grant Administrator, County shall adopt a new Authorizing Resolution and promptly furnish a copy thereof to Division.
- C. **Amendment of Grant Award.** County shall review all proposed amendments to the Grant Award prepared and submitted to County by Division in accordance with section IV(B) and shall accept or reject a proposed amendment within 60 days of County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the proposed amendment shall be considered withdrawn and the offer to amend the Grant Award revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to Division countersigned by the County Grant Administrator. Upon Division's actual physical receipt of a proposed amendment countersigned by the County Grant Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by County and the Grant Award as amended by the proposed amendment shall become the Grant Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Grant Administrator), Division may, in its discretion, accept the proposed amendment as altered by County but only if the County Grant Administrator has initialed each alteration. A proposed amendment altered by County and returned to Division shall be considered accepted by Division on the date the Division initials each alteration and on that date the Grant Award as amended by the proposed amendment (as altered) shall become the Grant Award under the Agreement.

- D. **Expenditure Adjustments.** During the term of this Agreement, County may expend on Services in one Program Area, in addition to the financial assistance paid to County under this Agreement expressly for those Services, up to ten percent of the aggregate financial assistance paid to County, other than from Federal Funds, for other Services in that Program Area. County shall promptly notify Division in writing after expending any financial assistance paid to County under this Agreement in reliance on this section III(D).
- E. **Contracted Service Delivery.** Except when the Service Description expressly requires the Service or a portion thereof to be delivered by County, County may cause a Service to be delivered by a person or entity under contract with the County (a "Provider"). County may permit a Provider to subcontract with another person or entity for the delivery of a Service and such subcontractors shall also be considered Providers for purposes of this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. Except for DD 44 and MHS 20 emergency services, if County causes a Service to be delivered by a Provider, the contract with the Provider shall be in writing and shall contain each of the provisions set forth on Exhibit C attached hereto and incorporated herein by reference, in addition to any other provisions that must be included in a Provider contract under the terms of this Agreement. County shall furnish a copy of any Provider contract to Division upon request. County may order DD 44 and MHS 20 emergency services according to County's policies and pay for these services upon receipt of an itemized invoice, purchase order, or other proper billing instrument evidencing the services rendered, or by contract, if required by County policy.
- F. **Provider Performance.** If County causes a Service to be delivered by a Provider, County shall monitor the Provider's delivery of the Service and promptly report to Division when County identifies a major deficiency in the Provider's delivery of the Service. County shall promptly take all necessary action to remedy any identified deficiency. County shall also monitor the fiscal performance of each Provider and shall take all allowable management and legal action necessary to pursue this responsibility. In the event of a major deficiency in a Provider's delivery of a Service, nothing in this Agreement shall limit or qualify any right or authority Division has under state or federal law to take action directly against the Provider.
- G. **Maintenance, Retention and Confidentiality of Records.** County shall create and maintain and cause all Providers to create and maintain the

following records and statistics:

1. County and all Providers shall document the expenditure of all financial assistance paid by Division under this Agreement. Unless the federal law referenced in section III(J)(5) requires the County or a Provider to utilize a different accounting system, County and Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Division to verify how the financial assistance paid by Division under this Agreement was expended.
2. Unless this Agreement requires a longer retention period for certain information, County and all Providers shall maintain all accounting records, financial records, supporting documents, statistical records, and all other records related to this Agreement or the delivery of any Service for a minimum of three years after the termination or expiration of this Agreement. If there are unresolved audit or Contract Settlement questions at the end of the three-year period, the records shall be retained until the questions are resolved.
3. County or the Provider, if a Provider delivers the Service, shall create and maintain a Client record for each Client who receives a Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain: (a) Client identification, (b) problem assessment, (c) treatment, training and/or care plan, (d) medical information when appropriate, and (e) progress notes including Service termination summary and current assessment or evaluation instrument as designated by Division in administrative rules. Client records shall be retained in accordance with OAR 166-05-000 through 166-40-1050 (State Archivist). Unless OAR 166-05-000 through 166-40-1050 require a longer retention period, Client records shall be retained for a minimum of seven years after the termination or expiration of this Agreement.
4. No information contained in a Client record shall be disclosed if such disclosure is prohibited by ORS 179.495 to 179.507, 45 CFR section 205.5 or 42 CFR Part 2, any administrative rule adopted by Division implementing the foregoing laws, or any other applicable federal or state confidentiality law.

- H. **Reporting Requirements.** County shall prepare and furnish or cause the Provider, if a Provider delivers the Service, to prepare and furnish the following information to Division when a Service is delivered:
1. Client, Service and financial information as specified in the Service Description.
 2. All additional information and reports that Division reasonably requests.

County hereby grants Division, except where expressly prohibited by law, the right to reproduce, use, and disclose for Division's purposes all or any part of the information and reports furnished to Division under this Agreement.

- I. **Compliance with Law.** County shall comply and cause all Providers to comply with all federal, state and local law applicable to the delivery of Services. Without limiting the generality of the immediately preceding sentence, County shall comply and cause all Providers to comply with all federal and state law governing operation of Community Mental Health Programs including, but not limited to, all administrative rules adopted by the Division related to Community Mental Health Programs and all state and federal laws requiring reporting of Client abuse. In the event of a conflict between the provisions of this Agreement and the provisions of a federal or state law, the provisions of the federal or state law shall control.
- J. **Compliance with Federal Law.** Without limiting the generality of section III(I), County shall comply and, as indicated, cause all Providers to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Unless exempted under the rules, regulations, and relevant orders of the Secretary of Labor set forth in 41 CFR Part 60, County shall comply with all provisions of (a) Executive Order No. 11,246 as amended by Executive Order No. 11,375 of the President of the United States, (b) Executive Order No. 12,086 of the President of the United States, as supplemented by Department of Labor regulations set forth in 41 CFR Part 60, (c) Title VI of the Civil Rights Act of 1964 (codified at 42 USC 2000d et. seq.), and Section 504 of the Rehabilitation Act of 1973 (codified at 29 USC 794) as implemented by 45 CFR Section 84.4, (d) all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment, and (e) the provisions of ORS Chapter 659.

2. County shall comply and cause all Providers to comply with all mandatory standards and policies that relate to energy efficiency and that are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (codified at 42 USC 6201 et. seq.).
3. County shall comply with (a) all applicable standards, orders or requirements issued under the Clean Air Act (codified at 42 USC 7401 et. seq.) and the Federal Water Pollution Control Act, as amended (codified at 33 USC 1251 et. seq.), (b) Executive Order No. 11,738 of the President of the United States and (c) Environmental Protection Agency regulations set forth in 40 CFR Part 15. County shall promptly report all violations of the federal laws identified in this section III(J)(3) to Division. County shall include and cause all Providers to include in all contracts with Providers receiving more than \$100,000 in Federal Funds, language requiring the Provider to comply with the federal laws identified in this section III(J)(3) and to report all violations thereof to County.
4. County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).
5. County shall comply and, if applicable, cause a Provider to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
6. County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
7. To the extent County provides any Service whose costs are paid in whole or in part by Medicaid, County shall:
 - a. Keep such records as may be necessary to disclose the extent of services furnished to Clients and, upon request, furnish such records or other information to the Oregon

Department of Human Resources, the medicaid fraud section of the Oregon Department of Justice and the Secretary of Health and Human Services;

- b. Comply with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- c. Comply with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- d. Comply with the certification requirements of 42 CFR sections 455.18 and 455.19.

County shall include and cause all Providers to include in all contracts with Providers receiving Medicaid, language requiring the Provider to comply with the record keeping and reporting requirements set forth in this section III(J)(7) and with the federal laws identified in this section III(J)(7).

- 8. County certifies to Division that, to the best of its knowledge and belief:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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 any 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, or 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, County shall complete and submit Standard Form-LLL, entitled "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. 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 31 USC section 1352. 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.

County shall include and cause all Providers to include in all contracts with Providers, the language of this certification.

9. County shall comply and cause all Providers to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.), ORS 30.670 to 30.685, ORS 659.425, ORS 659.430 and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
10. County shall comply and cause all Providers to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

K. Audits and Inspections. County shall permit and cause all Providers to permit authorized representatives of Division, the Oregon Department of Human Resources, the Oregon Secretary of State's Audits Division, the Oregon Department of Administrative Services, the Oregon Department of Justice and the applicable audit agencies of the United States Government to review the records of County and Provider in order to satisfy audit or program evaluation purposes. Audit and program evaluation purposes include, but are not limited to the following:

1. To document the relationship between the financial assistance paid by Division under this Agreement and the amounts expended by County or Provider on the delivery of Services;
2. To document that the amounts expended by County or Provider on the delivery of a Service are reasonable and necessary to ensure quality of service; and
3. To ensure that the County's or Provider's expenses are in accordance with federal OMB Circular A-133 as applicable on allowable costs.

County shall permit, and cause all Providers to permit, authorized representatives of Division and the Oregon Department of Human Resources to perform site reviews of all Services delivered by County or a Provider.

L. Recovery of Financial Assistance. Under the following circumstances, Division may recover from County the financial assistance paid to County under this Agreement:

1. If County fails or, if applicable, a Provider fails to have an independent certified public accountant audit Federal Funds in a manner that complies with section III(J)(5) of this Agreement, may recover from County all Federal Funds paid to County under this Agreement.
2. If federal authorities demand repayment of all or a portion of the Federal Funds or disallow payment of all or a portion of the Federal Funds to County under this Agreement, Division may recover from County that portion of the Federal Funds necessary to satisfy the federal repayment demand or disallowance. If the federal repayment demand or disallowance results from a Provider's actions or omissions, County shall, upon Division's request, recover the amount of the repayment demand or disallowance from the Provider. To the extent permitted by state and federal law, Division shall not require County to recover funds from a Provider under this section III(L)(2) if Division determines that further action by County is unreasonable given the cost of the action in comparison to the amount sought to be recovered and/or the likelihood of successful recovery resulting from County actions under authority vested in County.
3. If a County expenditure of financial assistance paid to County under this Agreement does not result in the delivery of a Service in accordance with the terms and conditions of this Agreement including, but not limited to, the Grant Award, any Specialized Service Requirements and the relevant Service Description, Division may recover the amount of the expenditure from County. If a County expenditure of financial assistance paid to County under this Agreement does not result in the delivery of a Service in accordance with the terms and conditions of this Agreement including, but not limited to, the Grant Award, any Specialized Service Requirements and the relevant Service description, because of a Provider's actions or omissions, County shall, upon Division's request, recover from the Provider the amount of the

expenditure received by the Provider. To the extent permitted by state and federal law, Division shall not require County to recover funds from a Provider under this section III(L)(3), if Division determines that further action by County is unreasonable given the cost of the action in comparison to the amount sought to be recovered and/or the likelihood of successful recovery resulting from County actions under authority vested in County.

Division shall recover financial assistance from County under this section III(L) by deducting the amount of financial assistance to be recovered from future payments to County from Division. For purposes of this section III(L) future payments to County from Division include, but are not limited to, any payment to County from Division under this Agreement and any payment to County from Division under any other contract or agreement, present or future, between County and Division. Division's right to recover financial assistance from County under this section III(L) is not subject to or conditioned on County's recovery of financial assistance from a Provider.

- M. **Alcohol and Drug Abuse Services Local Match.** In addition to the expenditure of financial assistance paid to County under this Agreement and in order to comply with ORS 430.359, County shall expend on Alcohol and Drug Abuse Services the amounts set forth in Exhibit E attached hereto and incorporated herein by this reference.
- N. **Contract Settlement.** County shall cooperate with Division in the Contract Settlement process with respect to this Agreement.

IV. COVENANTS OF DIVISION

- A. **Payment of Financial Assistance.** Division shall pay the financial assistance described in the Grant Award to County in accordance with the procedures set forth in the Service Descriptions and the Grant Award.
- B. **Amendment of Grant Award.** Division may from time to time prepare and submit to County proposed amendments to the Grant Award. Division shall clearly identify the amendment as a proposed amendment to the Grant Award and shall specify in the proposed amendment the changes to the Grant Award. No proposed amendment to the Grant Award shall become binding on County and Division until it has been accepted by County in accordance with section III(C).

- C. **Reports.** To the extent resources are available to the Division to prepare and deliver the information, Division shall provide County with the following reports:
1. Summary reports to County and County's Providers from CPMS data and other client data reported to Division under this Agreement; and
 2. Monthly reports to County that detail payment of financial assistance under the Grant Award for the delivery of Services including payments made by the Department of Human Resources on behalf of Division.
- D. **Technical Assistance.** Division shall provide technical assistance to the County in the delivery of Services to the extent resources are available to the Division for this purpose.
- E. **Expense Reimbursement.** If Division requests that an employee of County or a Provider or a citizen of County attend Division training or a Division conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, Division may reimburse County for those travel expenses but only at the rates and in accordance with the reimbursement procedures applicable to travel reimbursement for state employees and only to the extent that Division determines funds are available for such reimbursement. If Division elects to reimburse County for travel expenses under this section IV(E), upon County's written request, Division shall pay the travel reimbursement directly to the individual who incurred the travel expenses.
- F. **Legal Compliance.** Division shall comply with ORS 430.695(1).

V. **TERMINATION**

- A. **Mutual Agreement.** County and Division may terminate this Agreement at any time by mutual written consent.
- B. **County.** County may terminate this Agreement upon three calendar months advance written notice to Division. The three calendar month notice period shall not begin until the first day of the first calendar month after the month in which Division receives County's notice of termination.
- C. **Division.** Division may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for a particular Service described in the Grant Award:

1. Upon 60 days advance written notice to County, if Division determines, in its sole discretion, to end all or any portion of the financial assistance to County under this Agreement.
2. Upon ten days advance written notice to County if Division does not obtain funding from federal, state or other sources sufficient to meet the payment obligations of Division under this Agreement.
3. Upon 20 days advance written notice to County, if County fails to perform or discharge any obligation that County is required to provide, perform or discharge under this Agreement and such failure remains uncured at the end of said 20 day period.
4. Immediately upon written notice to County, if there is a denial, revocation or non-renewal of any license, certificate, authorization or other approval required by applicable law to be held by County or a Provider to deliver a Service described in the Grant Award.
5. Immediately upon written notice to County, if Division determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others.

D. Effect of Termination or Expiration.

1. Upon expiration of this Agreement or termination of this Agreement in its entirety:
 - a. All rights and obligations of the County and Division under this Agreement shall cease except those rights and obligations that expressly survive termination of this Agreement.
 - b. Except to the extent Division is otherwise obligated to pay financial assistance to County under this Agreement because County has, prior to the termination or expiration of this Agreement, expended funds or contractually obligated itself to expend funds in accordance with this Agreement for the delivery of Services prior to the termination or expiration of this Agreement, Division shall have no further obligation to pay financial assistance to County under this Agreement whether or not Division has paid County all financial assistance described in the Grant Award.
 - c. County shall immediately repay to Division all financial assistance paid to County under this Agreement except for:

- i. Financial assistance that County has, prior to the termination or expiration of this Agreement, expended or contractually obligated itself to expend in accordance with this Agreement for the delivery of Services prior to the termination or expiration of this Agreement;
 - ii. Financial assistance paid to County for a particular Service where the Service Description permits the County to retain and expend the financial assistance in accordance with this Agreement on the delivery of Services after the expiration or termination of this Agreement; and
 - iii. Financial assistance described on Exhibit F attached hereto and incorporated herein by this reference.
2. Upon termination of Division's obligation to provide financial assistance under this Agreement for a particular Service:
 - a. Division shall have no further obligation to pay financial assistance to County under this Agreement for the identified Service whether or not Division has paid County all financial assistance described in the Grant Award for the identified Service.
 - b. County shall immediately repay to Division all financial assistance paid to County, for the identified Service, that County has not, prior to termination of financial assistance for the particular Service, expended or contractually obligated itself to expend in accordance with this Agreement for delivery of the identified Service prior to the termination of financial assistance for the Service.

E. **Survival.** The provisions of sections I, II, III (other than III(B) and III(C)), V(D), V(E), and VI and all Exhibits to this Agreement shall survive the termination or expiration of this Agreement.

VI. GENERAL

- A. **Notice.** 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 County or Division at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section VI(A). Any communication or notice so addressed and mailed shall be deemed to be given five days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Division,

any facsimile transmission must be confirmed by telephone notice to Division's Assistant Administrator of Finance. To be effective against County, any facsimile transmission must be confirmed by telephone notice to the County Grant Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Notices to Division:

Mental Health and Developmental Disability Services Division
2575 Bittern Street NE
Salem, OR 97310
Attention: Maynard Hammer, Assistant Administrator
Office of Finance

Notices to County:

Lorenzo Poe
Lorenzo Poe, Director
Department of Community and Family Services
421 SW Sixth Suite 700
Portland OR 97204-1618

- B. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- C. Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- D. Governing Law, Venue, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Division (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF

SAID COURTS.

- E. **Time is of the Essence.** County agrees that time is of the essence under this Agreement.
- F. **Assignment, Successors and Assigns.** County shall not assign or transfer any of its interest in this Agreement without Division's prior written consent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties, hereto, and their respective successors and permitted assigns, if any.
- G. **No Third Party Beneficiaries.** Division and County 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.
- H. **Integration and Waiver.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral written, not specified herein regarding this Agreement. 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. The failure of Division to enforce any provision of this Agreement shall not constitute a waiver by Division of that or any other provision.
- I. **Headings.** The headings and captions to sections of this agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or interpretation of this Agreement.
- J. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
- K. **Conditions.** Division's performance of its obligations under this Agreement is conditioned upon County's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555.
- L. **Non-Appropriation.** Division has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement

within Division's biennial appropriation or limitation. County understands and agrees that Division's obligation to pay amounts under this Agreement with respect to Services delivered after the last day of the biennium in which the effective date of this Agreement falls is conditioned on Division receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Division, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

- M. **Limitation of Liabilities.** EXCEPT FOR DAMAGES SUFFERED BY DIVISION OR THE STATE OF OREGON AS A RESULT OF COUNTY'S OR A PROVIDER'S FAILURE TO COMPLY WITH FEDERAL LAW (INCLUDING, BUT NOT LIMITED TO, MONETARY PENALTIES ASSESSED AGAINST THE DIVISION OR THE STATE OF OREGON BY THE FEDERAL GOVERNMENT OR AN AGENCY THEREOF), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

STATE OF OREGON ACTING BY AND THROUGH THE MENTAL
HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION OF
ITS DEPARTMENT OF HUMAN RESOURCES

By: Maynard Glanville
Name:
Title: Assistant Administrator

By: Beverly Stein 6/24/99
Date
Multnomah County Chair

MULTNOMAH COUNTY

By: Lorenzo Paez
Name:
Title: Director, DCFS

REVIEWED:
THOMAS SPONSER, County Counsel for
Multnomah County, Oregon

By: Katie Gaetjens 6/22/99
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-2 DATE 6/24/99
DEB BOGSTAD
BOARD CLERK

EXHIBIT A
SERVICE DESCRIPTIONS

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1999-2001 County Financial Assistance Grant Agreement

EXHIBIT A
Service Description

Service Name: Local Administration

Service I.D. Code: LA 01

I. Service Description and Performance Standards

Local Administration is the central management of a community mental health program across all program areas. It includes planning and resource development; coordination of services with state hospital and training center services; negotiation and monitoring of contracts and subcontracts; and documentation of service delivery in compliance with state and federal requirements.

This service is regulated by OAR 309-14-000 through 040, "General Administrative Standards for Mental Health Contractors."

Performance standards:

- A. Submit a biennial implementation plan which meets Division approval requirements.
- B. 100% of services delivered directly or through subcontract will be provided according to terms of this Agreement as measured through review and data provided by County and subcontractors.
- C. May attend and participate fully in onsite reviews of subcontracted programs. Negotiate and obtain Division approval for a plan of correction when subcontract providers are found out of compliance with Division rules.
- D. Communicate regularly with subcontractors for the purpose of sharing information in a timely manner and as part of routine monitoring of subcontractors to determine the existence of problems related to compliance with administrative rules or performance requirements.
- E. Within available resources, provide information, technical assistance and consultation to Division and local service providers, families, and others as needed to plan and implement new programs.
- F. Perform the following activities for the Alcohol and Drug services area in the priority shown:
 - (1) Staff support to Local Alcohol and Drug Planning Committees (LAPCs).

- (2) Interim monitoring against administrative rules with emphasis on census validation.
- (3) County prevention team support efforts.
- (4) Delivery of training and technical assistance concerning completion of CPMS forms

G. Perform the following in the area of foster home administration:

- (1) Assist Division in administration of foster home services provided under a direct contract between Division and the foster home provider.
- (2) Provide case management and protective services as needed by foster home clients, from funds authorized through the Grant Award for service elements MHS 20 and DD 48, as applicable.
- (3) Authorize payment for foster home services and assure that the total payment authorized does not exceed the amounts specified in the Grant Award for MHS 34 or DD 58. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

III. Special Reporting Requirements

None.

IV. Payment Procedures

Payments are based on the service capacity in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: **NON-RESIDENTIAL ADULT MENTAL HEALTH SERVICES**

Service ID Code: **MHS 20**

I. **Service Description and Performance Standards**

Non-Residential Adult Mental Health Services are provided for persons who have a chronic mental illness, or other mental or emotional disturbance posing a hazard to the health and safety of themselves or others. Non-Residential Adult Mental Health Services include: case management and residential case management services, vocational and social services, rehabilitation, support to obtain and maintain housing, abuse investigation and reporting, medication monitoring, emotional support, and individual, family and group counseling and therapy.

MHS 20 services are regulated by OAR 309-32-525 through 309-32-605, Adult Mental Health Services.

State hospital utilization will be maintained according to the process specified in the Grant Award. Certificates of Approval will be maintained as set forth in OAR 309-12-130 through OAR 309-12-220.

II. **Special Reporting Requirements**

All eligible clients must be enrolled on the Division's Client Process Monitoring System (CPMS) in MHS 20. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System Users Manual.

III. **Payment Procedures**

- A. **Basis of Payment:** Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 20 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

- B. **Disbursement:** Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-

eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.

- C. Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

MHEXHA\6-11-99

Service Name: **PSYCHIATRIC DAY TREATMENT SERVICES**

Service ID Code: **MHS 21**

I. **Service Description and Performance Standards**

Psychiatric Day Treatment Services is a community-based service provided to children ages 3 through 17 and to their families. The children may reside at home or in an alternative placement.

Day treatment services may only be provided to children with diagnosed mental or emotional disturbances who have been certified, or referred for assessment to the child's resident school district as handicapped under Public Laws 94-142 or 101-45, for whom a Personal Education Plan (PEP) or Individual Education Plan (IEP) has been developed. Day treatment encompasses services provided in the child's home and other appropriate settings natural for the child and are not limited only to the hours the child is in attendance at the center.

Day treatment incorporates education and therapy into an integrated process in accordance with an individualized, physician-approved treatment plan. The program must provide a range of professional expertise and treatment services that ensures individualized treatment for each child. Each program will have a written set of admission criteria available for use by community referral sources.

The day treatment program must have an established admission, assessment, and treatment process that includes the following:

- (a) An intake process that includes the collection of a child's Social Security number, and if Medicaid-eligible, a Medicaid prime number.
- (b) A written, individualized, temporary treatment plan that has been formulated on the information at intake and that has been reviewed and signed by the physician at the time of admission.
- (c) A comprehensive, written assessment completed within thirty (30) days of the child's admission including a 5-Axis DSM-IV diagnosis which includes a psychiatric disorder on Axis 1.
- (d) A written, individualized treatment plan for the child and family completed within thirty (30) days of admission.
- (e) Reviews conducted every thirty (30) days by the child's interdisciplinary team without a psychiatrist. Reviews conducted every ninety (90) days by child's interdisciplinary team with the involvement of a psychiatrist.
- (f) A discharge process in writing that is included as a part of the treatment planning process.

Preschool through sixth grade programs must be operational at least four (4) hours each day and sixth grade through twelfth grade programs must be in attendance at least five (5) hours per day. At a minimum, the program shall make available one (1) hour per month per slot for consultation services the total of which at least 60% will be provided by a psychiatrist.

Psychiatric Day Treatment Services shall provide such treatment and services to children as are authorized by the Division as provided herein, and are in accordance with the "Community Child and Family Treatment Program Standards (Psychiatric Day Treatment Services Standards)", which have been furnished to the Psychiatric Day Treatment Services provider and of which it acknowledges receipt, and any other attachments hereto.

It is agreed that each child will be admitted to the program only with the County's approval and the concurrence of a designated licensed physician. While the child is enrolled in Psychiatric Day Treatment Services, any services identified on the child's Treatment Plan shall not be billed to Medicaid as outpatient mental services.

II. Special Reporting Requirements

- A. Each child must be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 21.
- B. Each enrolled child's primary DSM IV Axis I, five-digit diagnosis and level of functioning score will be provided within 45 days of enrollment on forms provided by the Division. An updated level of functioning score will be submitted every 90 days thereafter on forms provided by the Division. At termination, each child's primary DSM IV Axis I, five-digit diagnosis and level of functioning score will be provided on forms provided by the Division. For children ages 4 through 16, level of functioning is measured by the Children's Global Assessment Scale (CGAS). For children age 17 and older, level of functioning is measured by the Global Assessment of Functioning (GAF) scale. No score is required for children under the age of 4.

III. Payment Procedures

The Psychiatric Day Treatment Services payment process pays on a monthly cycle. Payments are made based on each program's established daily rate. Funds may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs. The amount of prospective payment is 1/12th of a year's total service payment for the contracted number of children. If the contract period is less than one year, the

prospective monthly payment will be the total contract amount divided by the number of months contracted.

By the 21st day of each month, the Termination and Service Report (TSR) shall be returned to Division indicating changes in enrollment and termination information for children during the preceding month. This information will be the basis for calculation of slot utilization as set forth below.

Psychiatric Day Treatment Services programs utilizing less than 95% of contracted number of slots for the fiscal year will repay the daily rate times the number of service days below 95% utilization as instructed by the Division.

Annual slot utilization is based on a 230 days of Psychiatric Day Treatment Services service including sick days and a maximum of 90 transition days while a child is reintegrated to the school and community as part of the discharge process. The 230 day service year excludes weekends, holidays, and school vacation periods, but requires the performance of necessary services at any time during the child's enrollment.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 21 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

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Service Name: **CHILD AND ADOLESCENT MENTAL HEALTH SERVICES**

Service I.D. Code: **MHS 22**

I. **Service Description and Performance Standards**

Child and Adolescent Mental Health Services consists of a range of community-based rehabilitative treatment interventions and therapies that are child centered and family focused. MHS 22 services may be provided in clinic, home, school or other settings familiar and comfortable for the child. Children served must have a principal mental, emotional or behavioral condition diagnosed on Axis I of a completed five-axes DSM diagnosis.

MHS 22 services may be provided to any child in need of them. However, state funds shall only be used to evaluate and treat children who have been screened and are believed to be eligible for mental health assessment and treatment services based on the following criteria:

- A. For MHS 22 mental health assessment services, admission is made in the following order:
 - 1. Medicaid-eligible children who are referred as a result of an EPSDT Program health screen;
 - 2.. Medicaid-eligible children whose level of functioning indicates the need for mental health assessment;
 - 3. Any other child whose level of functioning indicates the need for mental health assessment.
- B. For MHS 22 mental health treatment services, admission is based on the documented clinical assessment conducted by a mental health professional for children who:
 - 1. Are at immediate risk of psychiatric hospitalization or removal from home due to a mental or emotional disorder;
 - 2. Exhibit behavior which indicates high risk of developing disorder of a severe or persistent nature;
 - 3. Have a severe and persistent mental or emotional disorder; or
 - 4. Are experiencing mental or emotional impairments which significantly affect the ability to function in everyday life, but not requiring hospitalization or removal from home in the near future.

MHS 22 services are regulated by OAR 309-16-000 through 309-16-130, "Medicaid Payment for Community Mental Health Services." Children eligible for MHS 22 services are under age 18, or if Medicaid-eligible, under the age of 21. A Certificate of Approval will be maintained as set forth in OAR 309-12-130 through 309-12-220.

II. Special Reporting Requirements

All eligible clients must be enrolled on the Client Process Monitoring System (CPMS) in MHS 22. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. Payment Procedures

- A. Basis of Payment: Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 22 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Service Name: **REGIONAL ACUTE PSYCHIATRIC INPATIENT FACILITIES**

Service ID Code: **MHS 24**

I. **Service Description and Performance Standards**

Regional Acute Psychiatric Inpatient Facilities provide psychiatric inpatient services in local settings for persons from an assigned region who meet the following eligibility criteria:

- A. Patients in need of emergency hold services under ORS 426.215 in the region from within one hour's travel time of the facility;
- B. Patients committed to the Mental Health and Developmental Disability Services Division under ORS 426.130;
- C. Persons applying for services voluntarily as space in the facility is available, based on the following criteria:
 - 1. Those who are judged to be at high risk of emergency hold or involuntary commitment without voluntary inpatient care;
 - 2. Those with a history of psychiatric hospitalization who are beginning to decompensate, where a short period of intensive psychiatric treatment would reverse the decompensation process; or
 - 3. Those for whom inpatient psychiatric treatment is appropriate, but for whom other inpatient treatment resources are unavailable.

Regional Acute Care Psychiatric Facilities are approved under OAR 309-32-850 through 309-32-890 Standards for Regional Acute Care Psychiatric Services for Adults.

Funds contracted in this service element may also be used for ancillary services (so-called "envelope of services") such as regional coordination and enhancements to Community Mental Health Program (CMHP) services which serve to expedite the movement of persons into and out of the regional acute care facilities.

Performance Standards include:

- A. Facility must maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO); or
- B. Licensure under ORS 441.015 for the hospital services by the Oregon State Health Division; or
- C. Approval under applicable portions of OAR 309-33-100 through 309-33-170 for emergency hold beds and OAR 309-32-850 through 309-32-890; and

- D. 100% of the persons served with state funds will meet the eligibility criteria specified , above.

II. Special Reporting Requirements

- A. Reports of JCAHO or Health Division reviews must be submitted to Division.
- B. The Facility shall electronically submit information on the Oregon Patient and Resident Care System (OP/RCS) within 12 hours of a person's admission to and discharge from the program. Such information shall include patient name, DSM IV diagnosis, admission date, discharge date, legal status, Medicaid eligibility, Medicaid Prime Number, and various patient demographics.

III. Payment Procedures

- A. Basis of Payment: Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 24 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Service Name: **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

I. **Service Description and Performance Standards**

Community crisis services will consist of:

- A. 24-hours a day, seven days a week face-to-face or telephone screening to determine the need for immediate services for any adult or child requesting assistance or for whom assistance is requested;
- B. 24-hours a day, seven days a week capability to conduct a face-to-face mental health status examination of:
 - 1. an adult by a Qualified Mental Health Professional or Qualified Mental Health Associate, or
 - 2. a child by a Qualified Mental Health Professional, to determine the person's condition and the interventions necessary to stabilize the person;
- C. A mental health assessment concluding with written recommendations by the a Qualified Mental Health Professional or a Qualified Mental Health Associate regarding the need for further treatment;
- D. In the case of a child, appropriate child and family, psychological, psychiatric and other medical interventions will be provided by a qualified mental health professional, who is specifically trained in the emergency treatment of children and families, which is specific to the assessment, and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;
- E. In the case of an adult, appropriate psychological, psychiatric and other medical interventions will be provided by a qualified mental health professional which is specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the person as quickly as possible;
- F. Arrangement for the provision of involuntary psychiatric services at a hospital or nonhospital facility approved by the state, when a person's behavior requires it;
- G. Pre-commitment services include:
 - 1. A pre-commitment investigation of a person who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the person's commitment to Division will be conducted. The investigation

may only be conducted by a certified mental health investigator who has not provided to the person the crises services described above.

2. The development of a treatment plan to:
 - a. divert a person from a commitment hearing; or
 - b. if the person is committed, to provide for the initial post-hearing care, custody and treatment of the person.
3. Assigning and placing a committed person to a treatment service appropriate to the person's needs and monitoring the care, custody and treatment of committed persons under the county's jurisdiction whether the person be placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
4. Assuring that all legal procedures are performed as required by statute and administrative rule.

H. Disaster Response-Crisis Counseling services

For the purpose of responding to a specified local disaster event, funds may be awarded through the Grant Award, for the following purpose:

1. To respond to local disaster events by:
 - a. Providing crisis counseling and critical incident stress debriefing within the county to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and, the community-at-large.
 - b. Coordinating crisis counseling services with the County Emergency Operations Manager (CEOM); and provide crisis counseling, and stress management services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.
2. To assist other CMHPs in the provision of services described in H.1.a. above as part of a mutual aid agreement.

A Certificate of Approval must be maintained as set forth in OAR 309-12-130 through OAR 309-12-220.

II. Special Reporting Requirements

- A. All eligible crisis clients will be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 25.
- B. All eligible pre-commitment clients will be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 29.

III. Payment Procedures

- A. Basis of Payment: Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 25 services, but not expended during the term of this Agreement, may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- B. Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Service Name: RESIDENTIAL TREATMENT FACILITY SERVICES (RTF)

Service ID Code: MHS 28

I. Service Description and Performance Standards

Residential Treatment Facility (RTF) Services are 24-hour care, supervision, medication supervision and administration and other services described in administrative rule to Priority I mentally and emotionally disturbed persons in need of continuing services to avoid hospitalization or who are a hazard to themselves or others or who otherwise require such long-term care to remain in the community.

RTF service providers are licensed under OAR 309-35-100 through 309-35-190, "Residential Treatment Facilities". Bed utilization must be maintained at least at 90% as measured by CPMS. A license will be maintained as required in ORS 443.410.

II. Special Reporting Requirements

All eligible clients will be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 28. All persons funded under MHS 28 enrolled in an RTF will also be enrolled in Adult Mental Health Services (MHS 20). Instructions for enrollment, periodic updates and terminations will be followed according to the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. Payment Procedures

- A. Basis of Payment: Payment is based on the dollar amounts and bed capacity specified in the Grant Award, except that payments will be reduced by the amount of "client resources" received by the licensee in support of services provided.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 28 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement

- B. Disbursement: Funds are disbursed through monthly allotments which are adjusted to reflect receipt of "client resources" applied as an offset to Division payments. The offsets will be shown on the Client Offset Report and the Preliminary Provider Financial Statement Report. The amounts will be assumed to be correct unless a request for correction to the total offset amount for the County is sent to the Division no later than the 20th of the following month.

Allotments may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation, or, when dollar amounts are changed through amendment to the Grant Award. Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Service Name: **PSYCHIATRIC SECURITY REVIEW BOARD (PSRB)**

Service ID Code: **MHS 30**

I. **Service Description and Performance Standards**

Psychiatric Security Review Board (PSRB) services will include:

- A. The assessment of persons for the court and the PSRB to determine if a person can be treated in the community and defining the specific supervision requirements for the person; and
- B. The treatment and supervision, as defined in the PSRB conditional release order, of persons placed in the community including services such as evaluation, supervision, case management, psychotherapy and medication management.

Persons under the Psychiatric Security Review Board are those judged by the courts to be "guilty, except for insanity" for a criminal offense and conditionally released or considered for conditional release into the community by the PSRB or the courts.

This service must comply with OAR 309-32-450 through 309-32-515, "Standards for Community Treatment and Supervision of Persons Under the Jurisdiction of the Psychiatric Security Review Board (PSRB)."

All persons served meet eligibility criteria as measured through CPMS MARS 2242.

Maintain 100% utilization of the number of persons to be served each month, as authorized in the Grant Award, and measured through CPMS.

Any vacancy in PSRB services is to be reported to Division's Office of Mental Health Services (OMHS) on a monthly basis.

A Certificate of Approval will be maintained as set forth in OAR 309-12-130 through OAR 309-12-220.

II. **Special Reporting Requirements:**

- A. Provide a monthly report to Psychiatric Security Review Board if required in Conditional Release Order.
- B. Enroll all eligible clients on the Division's Client Process Monitoring System (CPMS) in MHS 30.

III. Payment Procedures

- A. Basis of Payment: Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 30 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

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Service Name: ENHANCED CARE SERVICES

Service I.D. Code: MHS 31

I. Service Requirements and Performance Standards

Enhanced Care Services (ECS) are mental health and psychiatric rehabilitation services provided on a daily basis to eligible residents at selected Senior and Disabled Services Division (SDSD) facilities. Enhanced Care Services must be provided in accordance with OAR 309-32-720 et seq. and 309-32-830 et seq. To provide Enhanced Care Services beyond those that are facility based, the CMHP must complete a variance process in accordance with OAR 309-32-720 et seq.

100% of the residents served must meet eligibility standards described in OAR 309-12-130 through 309-12-220.

At least 95% of contracted bed utilization will be maintained as set forth in the Grant Award.

A Certificate of Approval will be maintained as set forth in OAR 309-32-720 through 309-32-830.

II. Reporting Requirements

A. All eligible residents will be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 31 within 7 days of admission and terminate eligible residents from CPMS within 30 days of discharge from the program.

B. The following reports will be completed per instructions in the referenced forms:

1. "Monthly Enhanced Care Services Census Report" - form #MHDDSD-MHS-0474.
2. "Enhanced Care Services Patient Referral Outcome Report" form # MHDDSD-MHS-490.
3. "ECS Data Base Part I" - form # MHDDSD-MHS-491.
4. "ECS Data Base Part II" - form # MHDDSD-MHS-492.

II. Payment Procedures

A. Basis of Payment: Payments are based on the service capacity in the Grant Award, except if the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 31 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

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Service Name: **ADULT FOSTER CARE (AFC)**

Service ID Code: **MHS 34**

I. **Service Description and Performance Standards**

Adult Foster Care Services are provided in a licensed family home or facility for five or fewer persons with mental illness who are unable to live by themselves without supervision. Services consist of Regular Services which are provided to all AFC recipients, and Personal Care Services which are provided on an as-needed basis.

Adult Foster Care Services include, but are not limited to, the following:

- A. Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the consumer and others;
- B. Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress which might necessitate psychiatric hospitalization.
- C. Money and household management.
- D. Supervision of daily living activities such as training with eating, personal hygiene, clothing care and grooming, communication with social skills, health care, and using community resources.
- E. Provision of care including assumption of a responsibility for the safety and well-being of the consumer;
- F. Administration and supervision of prescribed and non-prescribed medication;
- G. Provision or arrangement of routine and/or emergency transportation;
- H. Management of aggressive or self-destructive behavior;
- I. Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food.
- J. Management of physical or health problems, including seizures or incontinency. The target population is adults with chronic or severe mental illness referred and approved by the community mental health program, who have been hospitalized or are at immediate risk of hospitalization or are in need of continuing services to avoid hospitalization, or who pose a hazard to the health and safety of themselves or others. All persons served must be assessed as unable to live independently without supervised intervention, training or support.

Adult Foster Care Services are provided in a effort to maintain the consumer at his or her maximum level of functioning, or improve the consumer's skills to the extent that he or she may live more independently.

This service is regulated by OAR 309-40-000 through 309-40-100, "Adult Foster Homes".

A license will be maintained as set forth in OAR 309-40-000, et seq.

A nurse will assess each individual upon enrollment in AFC and determine a Personal Care Plan. AFC services must be provided in accordance with the Plan. After the initial Personal Care Plan is developed, nurses will periodically reassess and adjust the Plan if necessary.

The provider will assist the Division in administration of foster home services provided under a direct contract between the Division and the foster home provider by providing case management and protective services as needed by foster home clients. The provider will authorize payment for foster home services, and assure that the total payment authorized does not exceed the amounts specified in the Grant Award for Adult Foster Care services. Total payments will be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

II. Special Reporting Requirements

- A. The "MED Adult Foster Home SDSD/DSO Data Form" and "Personal Care Rate Change Justification Form", will be completed when indicated by clinical needs.
- B. Client enrollment and termination will be reported in Division's Client Process Monitoring System (CPMS) in MHS 34.

III. Payment Procedures

- A. Payment for services is based on a monthly rate for each eligible client enrolled in Adult Foster Care, except that:
 - 1. The monthly rate is prorated for any month in which the eligible resident is not living in the home for a portion of the month;
 - 2. Payments are reduced by the amount of client resources received by the home in support of client care and services provided; and

3. Cumulative payments, including offsets, may not exceed the dollar amount specified in the Grant Award.
-
- B. Payment rates are established as follows: For all persons receiving Adult Foster Care services, a Client Assessment & Planning System Form (SDSD 360), assessing the individual's health care needs, will be completed by nurses contracted or hired by the Division or the County to perform this work. A standard payment rate based on the health care assessment will be utilized by the Division unless the County adjusts the rate to be higher or lower than the standard rate. County rate adjustments must be reported on the Division's "Personal Care Rate Change Justification Form".
 - C. Funds are disbursed to the licensed foster care provider monthly, following the month of service, through the Senior and Disabled Services Division's (SDSD) Community Based Care (CBC) system. Payments may be made between monthly disbursements for rate and other adjustments.

If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 34 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: OLDER/DISABLED ADULT MENTAL HEALTH SERVICES

Service I.D. Code: MHS 35

I. Service Description and Performance Standards

Older/Disabled Adult Mental Health Services (ODAMHS) is a package of mental health services provided to persons eligible for Senior and Disabled Services Division (SDSD) or services provided through the Area Agencies on Aging.

Direct Older/Disabled Adult Mental Health Services (ODAMHS). ODAMHS must be provided in accordance with OAR 309-32-525 et seq. and OAR 309-16-000 et seq. Clients must be enrolled in MHS 35, receive medication management, quarterly interagency staffings and follow-up services after treatment in local or state in-patient psychiatric hospitals.

Indirect Services. Community Mental Health Programs (CMHP) receiving these funds must ensure that a screening, referral, consultation and training service is available to relevant agencies and caregivers and that coordination is assured between SDSD protective services and county Mental Health Crisis/Commitment service.

Residential Services. Payments may be made to SDSD residential care facility providers for services delivered to residents with severe and persistent mental illness who are not eligible for SDSD community based care services as set forth in the Grant Award.

Services must be delivered by a Qualified Mental Health Professional (QMHP) in accordance with the requirements of OAR 309-16-000 et seq. QMHP must have a background with the Older/Disabled Adult population or be participating in relevant training programs to acquire such knowledge.

II. Reporting Requirements

All eligible clients must be enrolled on the Division's Client Process Monitoring System (CPMS) in MHS 35.

III. Payment Procedures

A. Basis of Payment: Payments are based on the service capacity in the Grant Award. If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 35 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

MHEXHA\6-11-99

Service Name: **PRE-ADMISSION SCREENING AND
ANNUAL RESIDENT REVIEW**

Service I.D. Code: **MHS 36**

I. Service Description and Performance Standards

Pre-admission Screening and Annual Resident Review (PASARR) is a service conducted in accordance with Public Law 100-203. PASARR provides reviews and evaluations for residents of licensed nursing facilities to determine their need for in-patient psychiatric hospitalization. PASARR services must comply with OAR 309-48-050 through 309-48-130.

- A. 100% of the referrals from the nursing home must be reviewed.
- B. Reviews and evaluations must be completed by a Qualified Mental Health Professional or a Licensed Medical Professional.
- C. A Certificate of Approval must be maintained as set forth in OAR 309-12-130 through OAR 309-12-220, and comply with Public Law 100-203.

II. Special Reporting Requirements

- A. The Annual Resident Review (OMHS 0438) must be completed.
- B. A Level II Summary (OMHS 0440) must be completed.
- C. All eligible clients must be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 36. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. Payment Procedures

- A. Basis of Payment: Payments are based on the dollar amounts and services specified in the Grant Award. If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 36 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Program.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium

Payment Limitations.

- A. The Annual Resident Review will be limited to a maximum of two (2) hours.
- B. The Level II Evaluation will be limited to a maximum of five (5) hours.
- C. Reviews and Evaluations will be billed at established Medicaid rates unless special authorization for another rate is obtained from Division's Office of Mental Health Services.

MHEXHA\6-11-99

Service Name: **MHS SPECIAL PROJECTS**

Service I.D. Code: **MHS 37**

I. **Service Description and Performance Standards**

MHS Special Projects are activities within the scope set forth in ORS 430.630. Where funds are used for Medicaid-eligible clients, OAR 309-16-000 through 309-16-120 is applicable. The projects are not ongoing service elements defined in administrative rules, and they are not routinely contracted throughout the state. These projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by Division that the Special Projects service is no longer needed, or a decision is made whether or not to continue the activity as an ongoing service element defined in rule and available for implementation generally throughout the state or a region.

Minimum performance requirements are specified in Exhibit B for this service element or Special Conditions in the Grant Award. The requirements may include the following:

- A. The frequency, methodology, and the content of project reports to be filed;
- B. The consumer or other service recipient activities to be provided;
- C. The minimum number of consumers or other recipients to be served;
- D. Any tangible products to be produced;
- E. Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement; and
- F. Performance projections beyond the required performance may be articulated by the Division and monitored in order to assist in determining the project's suitability for continuation in further Agreement periods and/or its implementation more broadly throughout the state.

II. **Special Reporting Requirements**

All eligible clients must be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 37. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. Payment Procedures

- A. Basis of Payment: Payments for each Special Project is limited to the cumulative dollar amount for the project as specified in the Grant Award. In addition, payment for Special Project will depend on payment methodology, as follows:
1. Payments based on rates, or on the amount in the Accepted Grant Award:
 - a. Unless otherwise specified in Exhibit B or the Grant Award, payment will be based on the dollar amount specified as required for the Project in Exhibit B or the Grant Award.
 - b. Except as provided above, any financial assistance paid to County under this Agreement for MHS 37 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.
 2. Expenditure-based payments: If Exhibit B or the Grant Award specifies expenditure-based payments, payment will be based on cost reimbursement for actual expenditures made in accordance with a line-item budget approved by the Division.
 3. Start-Up Payments: Payment of Start-Up funds is based on reimbursement for actual expenditures, and is subject to requirements for Start-Up Funds as specified in the Grant Award and in the Division's Community Mental Health Financial Procedures Manual.
- B. Disbursement: Funds are disbursed through monthly allotments. Allotments may be adjusted, at the Division's discretion, to: meet cash flow requirements for Special Projects.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium

Service Name: **SUPPORTED EMPLOYMENT SERVICES -
Extended Services (SES)**

Service I.D. Code: **MHS 38**

I. **Service Description and Performance Standards**

Supported Employment-Extended Services provide ongoing support to adults with chronic mental illness to enable them to obtain and maintain employment. Persons served may be employed in either one of the following:

- A. Supported employment, which is paid employment occurring individually, or in groups of no more than eight workers with disabilities, in a variety of integrated settings. Eligible consumers are adults with chronic mental illness who have not been served or who have been served unsuccessfully by the Vocational Rehabilitation Division (VRD) because of the lack of ongoing Supported Employment-Extended Services needed to sustain employment after time-limited rehabilitation SES are completed.
- B. Transitional employment, which is competitive work in an integrated setting for individuals with chronic mental illness who may need support services, but not necessarily job skills training services. Support may be provided either at or away from the work site. The job placement might not necessarily be a permanent employment outcome for the individual.

Persons with chronic mental illness who are eligible for Supported Employment Services are those who:

- A. Are enrolled and served in Non-Residential Adult Mental Health Services which meet the standards of Division;
- B. Are in need of Supported Employment Services to maintain employment; and
- C. Have been found to be eligible through evaluation conducted on behalf of the Vocational Rehabilitation Division.

Supported Employment Services include but are not limited to: supervision and job training with the consumer, on-the-job visits, consultation with employer, job coaching with the consumer, counseling, skills training, and transportation. Supported Employment Services is regulated by OAR 309-32-220 through 309-32-250, "Standards for Supported Employment Services".

100% of persons served with state funds must meet the Vocational Rehabilitation Division and Mental Health and Developmental Disability Services Division's eligibility criteria as measured by CPMS.

A Certificate of Approval must be maintained as set forth in OAR 309-12-130 through 309-12-220.

II. Special Reporting Requirements

- A. Report to Division's Office of Mental Health Services the total number of months of SES delivered to each eligible consumer within 30 days of the end of each fiscal year.
- B. All clients receiving Supported Employment Services must be reported on Division's Client Process Monitoring System (CPMS) in MHS 20. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. Payment Procedures

- A. Basis of Payment: Payments are based on client months of SES as measured through CPMS enrollments. Vacancies will be paid only for the month in which a person terminates SES. If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 38 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. Payments are limited to the cumulative biennial total authorized for the service element specified in the Grant Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Service Name: **COMMUNITY SUPPORT SERVICES FOR THE HOMELESS MENTALLY ILL (CSS-H)**

Service I.D. Code: **MHS 39**

I. **Service Description and Performance Standards**

Community Support Services for the Homeless Mentally Ill (CSS-H) provide outreach, crisis intervention, diagnostic services, community mental health services, and referral services for individuals with severe and persistent mental illnesses who are homeless or at substantial risk of homelessness. They also provide training and education for persons who work with the homeless individuals with severe and persistent mental illnesses.

CSS-H services are regulated by OAR 309-32-175 through 309-32-210, "Standards for Community Mental Health Services for the Homeless Mentally Ill".

100% of persons served must meet eligibility criteria as measured through site review. A Certificate of Approval must be maintained as set forth in OAR 309-12-130 through 309-12-220.

II. **Special Reporting Requirements**

- A. Programs contracted to provide Community Support Services for the Homeless Mentally Ill must assist the State, upon request, in the development of an annual federal report describing program activities and CSS-H services provided including coordination of services and activities with other public or private entities.
- B. Programs contracted to provide CSS-H services must assist the State, upon request, in the development of an annual application requesting continued funding..
- C. Programs contracted to provide CSS-H services will assist the State in the conduct of any reviews under OAR 309-12-130 through 309-12-220.
- D. All eligible clients must be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 39. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.

III. **Payment Procedures**

- A. **Basis of Payment:** Payments are based on the service capacity in the Grant Award. If the service is not operational for the full period specified in the Grant Award,

payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to County under this Agreement for MHS 39 services, but not expended during the term of this Agreement may be retained for expenditure for delivery of Mental Health Services or DD services after expiration or termination of this Grant Agreement.

- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorize funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies between payments and amounts due which may have occurred during the biennium.

Continued funding of services is dependent upon federal PATH funds.

MHEXHA\6-11-99

Service Name: **JCAHO ACCREDITED PSYCHIATRIC
RESIDENTIAL TREATMENT FACILITIES**

Service I.D. Code: **MHS 128**

I. **Service Description and Performance Standards**

- A. Child and adolescent residential psychiatric treatment is provided to Medicaid-eligible individuals with severe mental or emotional disturbances, age 21 or younger, on a 24-hour basis in a facility accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO). The program must provide a range of professional expertise and treatment services that ensures the appropriate treatment for each admitted child. Active treatment is designed to improve the child's functioning and to achieve the child's discharge at the earliest appropriate time.
- B. Admission to the facility requires certification, following the Division's Certification of Need (CON) Committee procedures established in OAR 309-34-150 through 309-34-0310, Medicaid Payment for Child and Adolescent Residential Psychiatric Treatment Services, that psychiatric residential care is necessary.
- C. JCAHOs must retain licensure from the Oregon State Office for Services to Children and Families (SCF) and a Certificate of Approval under OAR 309-12-130 through 309-12-220 from the Division to provide psychiatric residential treatment to mentally or emotionally disturbed children as provided in OAR 309-34-150 through 309-34-0310. The County must be accredited by JCAHO as a psychiatric residential treatment facility for treatment of children age 21 or under.

II. **Special Reporting Requirements**

- A. Each child must be enrolled on Division's Client Process Monitoring System (CPMS) in MHS 128. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.
- B. Each enrolled child's primary DSM IV Axis I, five-digit diagnosis and level of functioning score will be provided to the Division within 45 days of enrollment on forms provided by the Division. An updated level of functioning score must be submitted every 90 days thereafter on forms provided by the Division. At termination, child's primary DSM IV Axis I, five-digit diagnosis and level of functioning score will be submitted on forms provided by the Division. For children ages 4 through 16, level of functioning is measured by the Children's Global Assessment Scale (CGAS). For children over age 16 and older, level of functioning is measured by the Global Assessment of Functioning (GAF) scale.

III. **Payment Procedures**

- A. The Oregon Medical Professional Review Organization (OMPRO) reviews admissions and authorizes continued stay for Title XIX psychiatric residential

treatment under the Medicaid program. If active treatment is not documented during any period in which Division payments are made on behalf of a child, the Division may recoup such payments.

- B. JCAHO programs will operate 365 days per year and JCAHO services will be reimbursed at established daily rates on a filled bed basis.
- C. JCAHO programs will have an aggregated 20 days per slot per year in which a child may be absent from the program for purposes such as home and substitute care visits, hospitalizations, transitions, runaways and detention stays. A child may not be absent from the program for visitation and transitions for more than seven consecutive days. An additional five days per contracted bed per year may be used as unfilled vacant bed days. The use of these vacancy days will be determined by the JCAHO program. The Division will track utilization and make annual rate adjustments accordingly.
- D. While the child is enrolled in psychiatric residential services, any JCAHO services identified on the child's Treatment Plan will not be billed to Medicaid as outpatient mental health services. If the Grant Award authorizes funds for Medicaid-eligible consumers, payment will be disbursed by the Office of Medical Assistance Programs. Payment will be made based on the monthly submission of the computer generated turnaround documents (TAD) to Adult and Family Services, PO Box 14954, Salem, OR 97309.
- E. Contract Settlement: Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: **Residential Programs for Children with Mental Disorders (RES-MED)**

Service I.D. Code: **MHS 129**

I. **Service Description and Performance Standards**

The RES-MED service is an organized program of mental health treatment services consisting of psychosocial skills development; individual, group and family therapies; medication management; psychiatric services and consultation provided in a State Office for Services to Children and Families (SCF) or Oregon Youth Authority (OYA) contracted residential program. The purpose of the services are to remediate significant impairments in a child's functioning that are the result of a primary mental disorder diagnosed on Axis I of a completed DSM 5-Axes diagnosis. The disorder and the child's level of functioning are the reason for, and the focus of, clinical intervention.

- A. 100% of the children served with state funds must meet eligibility criteria specified above as measured through the Client Process Monitoring System (CPMS) or program reviews.
- B. RES-MED facility must be licensed by SCF. Certificate of Approval must be obtained based on Standards for Community Treatment Services for Children (OAR 309-032-0950 to 309-032-1080).
- C. Maintain program requirements according to the process specified in the Grant Award.

II. **Special Reporting Requirements**

- A. Report to the Division quarterly, the names of children with lengths of stays greater than 300 days.
- B. RES-MED program will enroll children in the Client Process Monitoring System (CPMS) under assigned provider numbers differentiating OYA and SCF custody. CONTRACTOR must enroll each child on the Client Process Monitoring System (CPMS) in MHS 129. Instructions for enrollment, periodic updates and terminations are to be followed per the most current version of the Office of Mental Health Services Client Process Monitoring System User's Manual.
- C. RES-MED program will report all third party resources collected on behalf of each specific child at the time the child is terminated from RES-MED service through the monthly CPMS Termination and Service Report (TSR).
- D. RES-MED program will report monthly to the Division any additional and not prior reported third party resources collected on behalf of children after they have been terminated from CPMS.

III. Payment Procedures

- A. The RES-MED payment process pays on a monthly cycle. Payments are made based on the established daily rate. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation. If the Grant Award authorizes funds for services to Medicaid-eligible consumers, payments will be disbursed by the Office of Medical Assistance Programs. The amount of prospective payment is 1/12th of a year's total RES-MED service award for the contracted number of children offset by third party collections reported to the Division as set forth below.
- B. By the 21st day of each month, the Termination and Service Report (TSR) shall be returned to the Division indicating changes in enrollment, third party resources and termination information for children during the preceding month. This information will be the basis for calculation of slot utilization as set forth below.
- C. Division will settle mental health service utilization with each program at the end of the year. Programs are allowed an aggregate of mental health service vacancy days totaling 18 days per bed per year to allow for runaways, transitions, detention, vacancies, and hospitalizations. For example, if the contract is for 10 beds, the program will have a maximum of 180 allowable days of mental health service vacancy. Programs exceeding the annual allowable vacancy days will reimburse the Division for the under-utilization. Home visits will not be considered part of the aggregate vacancy days if they are included in the child's approved treatment plan and provided as part of a continuum of services.
- D. Potential third party payments must be pursued from Medicare, health insurance or other sources that may cover mental health treatment services rendered. Third party resources received for specific children will be reported to the Division on the TSR at the time each child is terminated from service. The allotment payment in months following the TSR terminations will be offset by any reported collections.
- E. Third party collections received on behalf of children after they have been terminated from CPMS must be reported to the Division. Further, the next monthly allotment will be reduced by the amount of reported collections. Monthly allotments may be withheld pending receipt of properly completed third party collections reports.

Service Name: DIVERSION SERVICES

Service I.D. Code: DD 44

I. Service Description and Performance Standards

Diversion Services provide support to individuals who are eligible for civil commitment under Oregon Revised Statutes (ORS) 427, and for children with developmental disabilities (DD) who are at imminent risk of out-of-home placement. Support to maintain the client in the community may include homemaker services, in-home staff support, non-medical transportation, physical adaptations to the home, respite care, special diet services, adaptive equipment, short-term residential and/or vocational services, professional consultation, assessment and evaluation, and other services as approved in the individual's diversion plan.

Performance standards to be met for Diversion Services (DD 44) are as follows:

- A. Diversion Services (DD 44) must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-041-0300 through 0335.
- B. 100% of individuals served must be eligible for civil commitment under ORS 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.
- C. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Title XIX Waiver Form: When an individual receives DD Diversion Services, and the individual is already receiving another Waivered Service, Waivered Service information for that client must be updated to include DD Diversion, using the Title XIX Waiver Form as prescribed by DIVISION. If the individual is not already receiving another Waivered Service, DIVISION's Office of DD Services must be consulted, to determine whether to enroll that person in the Waiver program. If the DIVISION's Office of DD Services determines that a Title XIX Waiver Form must be completed for a newly enrolled client, COUNTY must submit the Form required under this section on or before the date COUNTY submits CPMS DD Diversion Form(s) reporting DD 44 services for the affected individual.
- B. Client Process Monitoring System (CPMS): Completion of the special CPMS form for DD Diversion services, following instructions in the DIVISION's CPMS Manual for DD Services.

III. Payment Procedures

- A. Basis of payment: Payment is based on reimbursement for actual expenditures resulting from delivery of the services as specified above, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.

DIVISION is not obligated to pay for DD 44 services in any fiscal year if those services are not properly reported through CPMS within 60 days after the close of the fiscal year or after termination of the Agreement, whichever is earlier.

- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted to recover underexpenditures identified through CPMS. Disbursements may also be adjusted, at DIVISION's discretion, to meet cash requirements for continued program operation.

- C. Contract Settlement: Contract Settlement is based on actual expenditures as reported in CPMS DD Diversion enrollment/accounting forms submitted in the manner specified in the DIVISION's CPMS Manual for DD Services.

Service Name: NURSING FACILITY SPECIALIZED SERVICES

Service I.D. Code: DD 45

I. Service Description and Performance Standards

Nursing Facility Specialized Services are individualized, specialized services for persons with developmental disabilities residing in nursing facilities, as defined in OAR 309-48-025. These services are to be integrated with, but are in addition to, care the nursing facility is required to provide. DD 45 services must be directly tied to assessment findings, including service needs identified in the Pre-Admission Screening/Annual Resident Review (PASARR) Level II assessment as defined and prescribed by DIVISION. Additional assessments, including the Minimum Data Set (MDS) which the nursing facility (NF) must complete for all residents, may be used to identify or clarify additional service needs. The type, intensity, and frequency of Nursing Facility Specialized Services to be provided to each individual must be specified in the nursing facility's Annual Care Plan.

Performance standards to be met for Nursing Facility Specialized Services (DD 45) are as follows:

- A. Eligibility for Services: 100% of individuals served must have been determined, through the Pre-Admission Screening/Annual Resident Review (PASARR) process, to: 1) be eligible for Developmental Disability (DD) Services; 2) require nursing facility services; and 3) require specialized services.

Additionally, Nursing Facility Specialized Services must be provided to individuals determined through the PASARR process to require relocation, but who, having lived in a nursing facility for at least 30 consecutive months prior to the original PASARR Level II assessment, have chosen (or have a guardian or informed consent panel choose for them) not to relocate.

- B. Level of service, expense limitations: In no case shall an individual determined to require Nursing Facility Specialized Services receive fewer than 28 hours of direct service per month without the written approval of the Nursing Home Reform Coordinator of the DIVISION's Office of DD Services (ODDS). Time and expenses to transport eligible individuals to community activities and events may be included in computing direct service. For a newly-enrolled individual in this service element, or a new service provider, no more than one month's service allocation may be used for assessment and planning processes.

Administrative costs of providing Nursing Facility Specialized Services shall be limited to no more than 10% of the total service allocation. Administrative costs may include, but are not limited to: recruitment, hiring, training, and supervision of

personnel providing the services; clerical support; and routine office costs, such as facility expenses, telephone, supplies, and photocopying.

- C. Utilization: COUNTY and DIVISION may renegotiate both the Agreement amount and required units if:

- (1) The program is operating at less than a cumulative-to-date average of 95% of contracted capacity; and/or
- (2) The number of eligible individuals to be served changes.

- D. Record keeping:

- (1) Client records must be maintained as described in "Comprehensive Assessment and Care Plan", as defined in OAR 411-86-225, and as required in OAR 309-41-400 through 500.
- (2) Provision of Nursing Facility Specialized Services shall be documented according to nursing facility, COUNTY DD Program, and DIVISION requirements.

- E. Monitoring: It shall be the responsibility of the DD Case Manager to ensure that Nursing Facility Specialized Services are provided in accordance with the Service Description and Performance Requirements specified above. The DIVISION's ODDS Nursing Home Reform Coordinator may visit individuals in Nursing Facilities to monitor contract compliance.

II. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment and Termination/Service Activity Reports, as required in the DIVISION's CPMS Manual for DD Services.
- B. In addition to reporting terminations in CPMS, notification of vacancies and service interruptions must be given to DIVISION's Office of Developmental Disability Services Nursing Home Reform Coordinator, as follows:
- (1) Any terminations from DD 45 services, including those resulting from a client's death, illness, transfer, or discharge from the NF, must be reported in writing within 14 calendar days of the termination(s).
 - (2) Any service interruption of two continuous weeks duration or more, regardless of cause, must be reported immediately. The report must include the cause for interruption, and must specify the expected plan for resuming services.

III. Payment Procedures

- A. Basis of Payment: Payment is based on a monthly rate for each eligible client enrolled in the service and documented through CPMS, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award. Payment will not be made for any slot vacant for a full calendar month.
- B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted periodically by DIVISION to reflect the actual services delivered as reported in CPMS. Disbursements may also be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: SEMI-INDEPENDENT LIVING SERVICES

Service I.D. Code: DD 47

I. Service Description

Semi-Independent Living Services provide residential support and skill training to adults with developmental disabilities who, with assistance from this program, can continue to live in their own homes or apartments. The programs provide assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, and recreation. Services also include regular monitoring of varying intensity from monthly to daily based on individual need.

Performance standards to be met for Semi-Independent Living Services (DD 47) are as follows:

- A. Semi-Independent Living Services (DD 47) must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-41-015.
- B. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- C. One unit of Semi-Independent Living (SIL) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SIL will provide services to a minimum of eight clients per month. If the program operates at less than a cumulative-to-date average of 95% of contracted capacity, DIVISION and COUNTY may renegotiate both the Grant Award amount and required units.
- D. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.
- B. Provider Administrative Rule Self-Assessment: Each certified Semi-Independent Living program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every two years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

III. Payment Procedures

A. Basis of Payment: Payments are based on the service capacity in the Grant Award , except:

1. Payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award, and
2. If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to COUNTY under this Agreement for DD 47 services, but not expended during the term of this Agreement, may be retained by COUNTY for expenditure for delivery of Mental Health Services or Developmental Disability Services after expiration or termination of this Agreement.

B. Disbursement: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation .

C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: CASE MANAGEMENT

Service I.D. Code: DD 48

I. Service Description and Performance Standards

The Case Management Program serves as a fixed point of entry for individuals with developmental disabilities who are in need of services provided by DIVISION. The program documents client eligibility for services and funding; assesses client needs; assists the client and/or the family to obtain services; coordinates the development of the individual plan for work training, medical care, recreation, and living situation; monitors the provision of client services; responds to crises; recommends certification of Developmental Disability (DD) adult foster homes; authorizes payments for foster home services; provides consultative services to providers and families; and is responsible for the appropriateness and quality of services to individual clients.

Performance standards to be met for Case Management (DD 48) services are as follows:

- A. Case Management (DD 48) services must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-041-0375 through 0480.
- B. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- C. A current address must be maintained for each client.
- D. 100% of individuals in DIVISION-funded DD vocational or residential services (DD 47, DD 50, DD 51, DD 54, DD 58, DD 59) will have an Individual Service Plan (ISP).
- E. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Required reports to be completed in accordance with instructions provided by DIVISION:
 - 1. Client Process Monitoring System (CPMS): Case Management services must be reported in CPMS, even if sufficient contacts have already been reported as needed to generate full payment of the full DD 48 allocation included in the Grant Award;

DD 48, Case Management

Service Description

2. Title XIX Waiver Forms, as prescribed by DIVISION, for all individuals enrolled in Family Support (DD 49), DD Residential Facilities (DD 50), Supported Living Services (DD 51), Employment and Alternative Services (DD 54), DD Adult Foster Homes (DD 58), and High School Transition Services (DD 90), and for other individuals as instructed by the DIVISION; and
 3. "MHD/DD 0376" (Adult Foster Care License Evaluation Form), as prescribed by DIVISION.
- B. If asked to assist DIVISION with Case Management rate computations, detailed information on expenditures for Case Management services will be submitted in a format specified by DIVISION.

III. Payment Procedures

- A. Basis of payment: Payment is based on the DIVISION-established monthly rate per client served by a Case Manager, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award. The DIVISION has established two rates: a "Regular Rate", and an "Intensive Rate". The monthly payment amount for each rate is specified in Special Conditions of the Grant Award. Case Management services may be billed at the "Intensive Rate", by reporting services through CPMS, for the following Case Management activities only:
1. "Abuse investigation and protective services", defined as an investigation required by OAR 309-040-0240 and any subsequent services or supports necessary to prevent further abuse; and/or
 2. Services to a person fitting the definition of "Priority Population" in OAR 309-041-0405.

For each month for which Case Management (DD 48) services are reported for a client in CPMS, at least one billable contact must be made to justify the full payment rate. For purposes of this Service Description for DD 48, a billable contact means a contact made, in person or by telephone by a Case Manager as defined by OAR 309-041-0375 through 0480, for the purpose of delivering services described in those same rules. Each billable contact must be documented according to those same rules. Records may be reviewed by DIVISION, and payments may be adjusted, if services have not been accurately reported or documented.

- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due based on the number of total service months reported through CPMS.

Service Name: SELF-DIRECTED INDIVIDUAL AND FAMILY SUPPORT

Service ID Code: DD 49

I. Service Description and Performance Standards

Self-Directed Individual and Family Support programs provide: (a) comprehensive family-chosen services to families which have exceptional care-giving requirements associated with having a member with developmental disabilities who lives at home; and (b) support services chosen by individuals with developmental disabilities who are living in their own homes. Services may include:

- (1) Prioritization and enrollment of families and individuals with developmental disabilities who require the services;
- (2) Preparation of a Support Plan for each individual or family to be served;
- (3) Assistance with family problems of adjustment to the needs of the family member with a developmental disability;
- (4) Assistance to agencies and groups to develop, improve, and increase access to specialized resources for families and individuals with developmental disabilities;
- (5) Development and coordination of networks and support groups;
- (6) Financial assistance directly to or on behalf of individuals and families to offset part or all of the costs of services in an individual or family Support Plan. Services eligible under Self-Directed Individual and Family Support programs for financial assistance include: architectural modification; adaptive equipment and clothing; specialized consultation services; transportation; respite; information/education; and other expenses related to the effects of the disability on the family or individual. Services may be directed to either the eligible person or eligible family member.

Performance standards to be met for Self-Directed Individual and Family Support (DD 49) programs are as follows:

- A. Self-Directed Individual and Family Support (DD 49) services must be provided in compliance with the requirements of Oregon Administrative Rules to regulate this service, if and when such Rules are adopted.
- B. Eligibility: 100% of individuals served must be eligible under DIVISION requirements for DIVISION-funded developmental disability services, or must be family members of individuals eligible under those DIVISION requirements.
- C. Local Plan for Self-Directed Individual and Family Support: Services must be provided in conformance with a Local Plan for Self-Directed Individual and Family

Support as approved by DIVISION's Office of Developmental Disability Services (ODDS), hereinafter also referred to as the "Local Plan".

- D. Determining eligibility; setting priorities; point of entry for services: COUNTY's Community Mental Health Program (CMHP) shall be the single point of entry for determining eligibility for DIVISION-funded developmental disability services. The COUNTY CMHP shall also be the single point for setting priorities for, and enrolling families and individuals in, Self-Directed Individual and Family Support services, unless otherwise specified in the Local Plan, in which case setting priorities and the points of entry for Self-Directed Individual and Family Support services will be done in accordance with the Local Plan.
- E. Support Plan and documentation: The Self-Directed Individual and Family Support program will prepare, and update as changes occur, a written Support Plan for all individuals and families receiving Self-Directed Individual and Family Support services. The Support Plan will, at a minimum: (1) include a description of services to be provided and projected expenditures to be paid with DIVISION funds; and (2) clearly establish and document that expenditures under the Support Plan are not income for tax or benefit calculations, by including only support for needs that are strictly related to a disability rather than a financial need. The Self-Directed Individual and Family Support program will maintain documentation that services are delivered and expenditures made in accordance with each Support Plan, and will make that documentation available to DIVISION on request.
- F. Self-Directed Individual and Family Support Governing Board or Local Policy Group: A governing board or local policy group must be established and maintained, in conformance with the requirements listed below, to develop and oversee Self-Directed Individual and Family Support services provided under this Agreement and in accordance with the Local Plan.
1. The board or policy group must be fully operational for the full term of this Agreement, unless otherwise approved in writing by DIVISION.
 2. At least 50% of the board/policy group membership must consist of individuals with developmental disabilities or families which have members with developmental disabilities.
 3. If the Self-Directed Individual and Family Support services will be provided through a subcontracted, non-government entity, the program will be overseen by a governing board with, at a minimum, the following responsibilities:

- a. Development of policies and procedures for services;
 - b. Setting priorities for the provision of services;
 - c. Coordination of planning functions;
 - d. Arrangement for program evaluation; and
 - e. Directing the use of program resources, including annual reviews of the use of those resources.
4. If the Self-Directed Individual and Family Support services will be provided directly by the COUNTY Mental Health Program, COUNTY Developmental Disability Program, or any other branch of local government, the Local Plan for Self-Directed Individual and Family Support, as required under this Exhibit A, must include, at a minimum:
- a. Assurance that the majority of the members the policy group will be developmental disability (DD) service consumers and/or members of families with individuals with developmental disabilities, and a description of how this majority participation will be developed and maintained;
 - b. Extent to which the policy group will have authority over DD 49 program decisions, including local priority setting, allocation of resources, and selection of key personnel, with the assurance that the board/policy group will have significant influence in these decisions; and
 - c. A description of specific procedures to be followed to resolve any conflicts between the policy group and COUNTY/local government body operating the Self-Directed Individual and Family Support program.
- G. Maintenance of Effort, Use of Other Available Resources: The Self-Directed Individual and Family Support program must ensure that federal, state, and local sources of services or payment for services to each individual or family are used prior to utilizing DD 49 funds for the same services and that the DD 49 funds do not supplant other available fund sources.
- H. Fee Requirements and Standard Expenditures Prohibited:
- (1) Families and individuals receiving DD 49 services may not be required to pay for those services. Eligibility for services, including payments to or on behalf of individuals or families, will be determined without either applying a standard means test or requiring any other written family financial statement.
 - (2) Standardized expenditure limitations may not be established.

I. Allowable Expenditures:

- (1) DD 49 expenditures must be made in accordance with a biennial line-item budget approved by DIVISION. For purposes of this Agreement, "biennial" refers to DIVISION's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD 49 funds to COUNTY. A revised budget must be submitted within 45 days of acceptance by COUNTY of any Grant Award which changes the biennial DD 49 allocation. The biennial budget, and all revisions, must be prepared on forms prescribed by DIVISION.

Except for restrictions as noted in this section, the Self-Directed Individual and Family Support program may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line-item budget without prior DIVISION approval, if supported by the local planning process. Restrictions: The following transfers must be prior-approved by DIVISION: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD 49 allocation. DIVISION may, at its discretion, transfer funds approved for Capital Outlay to Start-Up, Part C of the Grant Award.

- (2) Self-Directed Individual and Family Support funds and FTEs included in the approved Self-Directed Individual and Family Support budget must be used solely for the Self-Directed Individual and Family Support program. DD 49 shall not be co-mingled with any other program or service funds.

- J. Project Evaluation: In addition to the annual reports, the Self-Directed Individual and Family Support program must participate in a DIVISION-authorized external evaluation of the impact and effectiveness of the DD 49 services, if DIVISION requests that participation. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality; granting permission for staff and clients to be interviewed and/or respond to questionnaires; and participating in other evaluation activities as may reasonably be required by DIVISION.

- K. CIP: Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.
- B. Financial Reports: The Self-Directed Individual and Family Support program must submit a final report of actual revenues and expenditures for the biennium, due within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier. Reports must be prepared in a format prescribed by DIVISION.

III. Payment Procedures

- A. Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of the services as specified above and made in accordance with a line-item budget approved by DIVISION, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.
- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the final financial report for the biennium.

Service Name: RESIDENTIAL FACILITIES

Service I.D. Code: DD 50

I. Service Description and Performance Standards

Residential Facilities provide care, training, and support in neighborhood homes for persons with developmental disabilities who require 24-hour care, supervision, and training. Homes provide board and room as well as a program of services which comply with standards required for licensure.

Performance standards which must be met for Residential Facilities (DD 50) services are as follows:

- A. Residential Facilities (DD 50) services must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-049-0030 through 0225, for 24-Hour Residential Services for Individuals With Developmental Disabilities.
- B. 100% of individuals served must be eligible for DD services.
- C. If a facility or facilities operate at less than a cumulative-to-date average of 95% of contracted capacity, DIVISION and COUNTY may renegotiate both the Grant Award amount and required units.
- D. Vacancy Reserve Fund: Each Residential Facility program's Board of Directors (or other governing authority as applicable) must define, establish, and maintain a "prudent vacancy reserve" fund for its organization. The purpose of the reserve fund is to ensure that the organization can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies, as described under Payment Procedures, below. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Residential Facility program must include a line-item on its routine financial statements that documents the status of the organization's vacancy reserve fund.
- E. Exhibit B, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.
- F. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

- G. **Advocates Involved In Monitoring:** Residential Facilities (DD 50) providers must participate in an advocate monitoring system operated under the auspices of DIVISION, if such participation is requested by DIVISION.

II. Special Reporting Requirements

- A. **Residential Outcome Measures:** Unless exempted in writing by DIVISION, all residential programs will participate and maintain certification in the DIVISION's Residential Outcomes System (ROS). ROS reporting will be completed in accordance with instructions provided by DIVISION.

- B. **Provider Administrative Rule Self-Assessment:** Each licensed 24-Hour Residential Facility program requesting license renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every two years, prior to expiration of its existing license. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in the DIVISION's Self-Assessment Procedures for Developmental Disability Services for Residential Facilities.

C. **Client Process Monitoring System (CPMS) and Vacancy Reporting:**

1. Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.
2. Vacancy reporting: In addition to routine CPMS reporting as required above:
 - a. DIVISION must be notified when any individual enrolled in DD 50 services is, or is anticipated to be, absent from the Residential Facility, for any of the reasons listed below for more than fourteen (14) consecutive days.
 - i. AWOL (absent without leave);
 - ii. On vacation;
 - iii. Incarcerated;
 - iv. On convalescent leave;
 - v. In a psychiatric hospital; or
 - vi. Admitted to Eastern Oregon Training Center (EOTC)'s Crisis Unit

This information must be: (i) reported no later than five (5) days after the onset of the individual's absence; and, (ii) provided to DIVISION's Office of Developmental Disability Services (ODDS) Regional Coordinator or other designee assigned to work with COUNTY.

b. Termination in CPMS is required as follows:

- i. For any individual who is, for more than 30 consecutive days, AWOL, on vacation, or incarcerated; and/or
- ii. For any individual who is, for more than 90 consecutive days, on convalescent leave, in a psychiatric hospital, or at the EOTC Crisis Unit.

Terminations required under this section must be effective whichever date is earlier, either (a) on or before the date it is determined that the individual will not be returning to the facility, or, (b) on or before the 31st or 91st day of absence, respectively for items i. and ii., above.

- D. Vacancy Reserve Fund: Providers of Residential Facility services must submit their Vacancy Reserve Fund plans, and/or the current status of these reserve funds, to COUNTY and/or DIVISION upon request.
- E. Direct Care Staff Wages and Turnover: Staff wages and turnover data must be reported using forms and procedures prescribed by DIVISION or by an organization designated by DIVISION to collect this information. Data to be reported will include, but will not necessarily be limited to the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; and hours of overtime. Data must be compiled separately for each month, and submitted on a quarterly basis.

III. Payment Procedures

- A. Basis of Payment: Payment is based on a daily rate for each eligible client actually served, as documented through enrollment in CPMS, except that:
1. Total payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award; and
 2. Payments will be reduced by the amount of client resources received by the program in support of client services provided; and
 3. DIVISION will pay for vacancies as follows for individuals who are eligible to remain enrolled: 1) up to 30 days for individuals who are AWOL, on vacation, or incarcerated; 2) up to 90 days for individuals who are on convalescent leave or in a psychiatric hospital; and 3) up to 90 days for any individual who is at the Eastern Oregon Training Center (EOTC) Crisis Unit,

provided that there is a plan for the individual to return to the Residential Facility (i.e., the specific site) where he/she is enrolled, and that plan has been approved by the DIVISION's ODDS Regional Coordinator assigned to the COUNTY.

The daily rate will be calculated based on the monthly rate in CPMS for the affected CPMS Provider Number.

- B. Disbursement: Funds are disbursed through monthly allotments which will be adjusted periodically to reflect receipt of client resources applied as an offset to DIVISION payments. Disbursements may also be adjusted periodically by DIVISION to reflect the actual services delivered (i.e., non-vacancy days), as reported in CPMS, and/or, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may occur during the biennium between payments and amounts due after offsets are applied.
- D. Exceptions to pay for vacancies: In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future, and when lack of payment will, in DIVISION's opinion, cause a financial hardship for the service provider, DIVISION may make payment for vacant days. Payment and settlement under these circumstances will follow standard procedures used by DIVISION for start-up funds.

Service Name: SUPPORTED LIVING SERVICES

Service I.D. Code: DD 51

I. Service Description and Performance Standards

Supported Living Services provide individualized supports, delivered in a personalized manner, to people with developmental disabilities who live in the homes of their choice. Levels of support are based on individual needs and preferences as defined in the Individual Support Plan (ISP). Services include room and board and up to 24 hours per day of care, training, and support, which promote opportunities for individuals to be a part of and participate in the community in which they live. Care and services must comply with standards required for certification.

Performance standards to be met for Supported Living Services (DD 51) are as follows:

- A. Supported Living Services (DD 51) must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-041-0550 through 0830.
- B. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- C. If the Supported Living program operates at less than a cumulative-to-date average of 95% of contracted capacity, DIVISION and COUNTY may renegotiate both the Grant Award amount and required units.
- D. Exhibit B, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.
- E. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.
- F. Advocates Involved In Monitoring: Supported Living Services (DD 51) providers must participate in an advocate monitoring system operated under the auspices of DIVISION, if such participation is requested by DIVISION.

II. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.

- B. Provider Administrative Rule Self-Assessment: Each certified Supported Living program requesting certificate renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum of every two years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.
- C. Residential Outcomes Measures: DIVISION-funded residential support services are required to participate and maintain certification in the DIVISION's Residential Outcomes System (ROS). The DIVISION has determined that ROS, initially developed for use in 24-hour residential facilities, must be adapted if it is to provide appropriate data for Supported Living services. ROS reporting is waived for DD 51 until such time as DIVISION notifies DD 51 service providers that system changes for Supported Living have been completed. When notified to do so by DIVISION, DD 51 providers will complete ROS reporting following instructions provided by DIVISION.
- D. Direct Care Staff Wages and Turnover: Staff wages and turnover data must be reported using forms and procedures prescribed by DIVISION or by an organization designated by DIVISION to collect this information. Data to be reported will include, but will not necessarily be limited to the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; and hours of overtime. Data must be compiled separately for each month, and submitted on a quarterly basis.

III. Payment Procedures

- A. Basis of Payment: Payment is based on a monthly rate approved by DIVISION for each bed made available for Supported Living Services as described above, except that payments will be reduced by the amount of client resources received by the program in support of client services provided. Payments are further limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.
- B. Disbursement of funds: Funds are disbursed through monthly allotments which will be adjusted periodically to reflect receipt of client resources applied as an offset to DIVISION payments. Disbursements may also be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may occur during the biennium between payments and amounts due after offsets are applied.

Service Name: TRANSPORTATION

Service I.D. Code: DD 53

I. Service Description and Performance Standards

The Transportation service element provides funding for transportation services for persons with developmental disabilities. DIVISION funds may be used when: a) public transportation is not available or not feasible due to the severity of the disability; and b) transportation is required for effective participation in employment or other needed services (such as medical/dental and community access).

Performance standards to be met for Transportation (DD 53) services are as follows:

- A. 100% of clients receiving assistance will be enrolled in Employment and Alternative Services (DD 54), DD Residential Facilities (DD 50), or Supported Living (DD 51), unless otherwise authorized in writing by DIVISION.
- B. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) reporting is required for this service element for all clients enrolled in DIVISION's Title XIX Waiver program. CPMS reports must be completed following instructions in the DIVISION's CPMS Manual for Developmental Disability (DD) Services.

III. Payment Procedures

- A. Basis of payment: Payment is based on the service capacity specified in the Grant Award, except:
 - 1. Payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award, and
 - 2. If the service is not operational for the full period specified in the Grant Award, payment will be based on the monthly amount for each month in which the service capacity was operational.

Except as provided above, any financial assistance paid to COUNTY under this Agreement for DD 53 services, but not expended during the term of this Agreement, may be retained by COUNTY for expenditure for delivery of Mental Health Services or Developmental Disability Services after expiration or termination of this Agreement.

- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued program operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: EMPLOYMENT AND ALTERNATIVE SERVICES

Service I.D. Code: DD 54

I. Service Description and Performance Standards

Employment and Alternative Services are out-of-home programs providing employment or alternatives to employment, training, and related supports to adults with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

Performance standards to be met for Employment and Alternative Services (DD 54) are as follows:

- A. Employment and Alternative Services (DD 54) must be provided in compliance with the requirements of Oregon Administrative Rules (OAR) 309-047-0000 through 0140.
- B. 100% of individuals served must be eligible for Developmental Disability (DD) services.
- C. When providing Employment and Alternative Services to residents of an Intermediate Care Facility for the Mentally Retarded (ICF/MR), provider will comply with all terms of an agreement (which must be approved by DIVISION), between the provider and the Facility.
- D. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.
- B. Vocational Outcomes Measurement must be completed following instructions provided by DIVISION.
- C. ICF/MR: Reports to ICF/MR Facilities must be completed as required under the terms of any agreements with such Facilities.
- D. Provider Administrative Rule Self-Assessment: Each certified Employment and Alternative Services program requesting certification renewal, as required by Administrative Rule, must conduct a self-assessment of its services at a minimum

of every three years, prior to expiration of its existing certificate. Self-assessments must be conducted, and findings and plans of improvement must be reported, following procedures and using forms included in DIVISION's Self-Assessment Procedures for Developmental Disability Services for the service being assessed.

- E. Direct Care Staff Wages and Turnover: Staff wages and turnover data must be reported using forms and procedures prescribed by DIVISION or by an organization designated by DIVISION to collect this information. Data to be reported will include, but will not necessarily be limited to the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; and hours of overtime. Data must be compiled separately for each month, and submitted on a quarterly basis.

III. Payment Procedures

- A. Basis of payment: Except as provided below, payment is based on a monthly rate for each eligible client served, as documented through enrollment in CPMS, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.
- B. Disbursement of funds: Funds are disbursed through monthly allotments which may be adjusted periodically by DIVISION to reflect actual number of individuals served, as reported in CPMS. Disbursements may also be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued program operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.
- D. Exceptions to pay for vacancies: In exceptional circumstances, when DIVISION has approved a plan to hold a slot vacant for an individual who will be served in the future, and lack of payment will, in DIVISION's opinion, cause a financial hardship for the service provider, DIVISION may make payment for the vacant months. Payment and settlement under these circumstances will follow standard procedures used by DIVISION for start-up funds.

Service Name: RENT SUBSIDIES

Service I.D. Code: DD 56

I. Service Description and Performance Requirements

Rent subsidies are for rent and/or other housing-related costs in homes occupied by individuals receiving DIVISION-funded community developmental disability residential services. Subsidies may be awarded when room and board payments which can be billed to residents and/or other housing subsidies are insufficient to cover household expenses. These are costs which cannot be charged to DIVISION service payments for client care.

Performance standards which must be met for Rent Subsidies (DD 56) are as follows:

- A. 100% of individuals for whom Rent Subsidy funds are expended must be eligible for Developmental Disability (DD) Services.
- B. Application must be made for Section 8 or other housing subsidies available through the local housing authority, for the individuals and/or facilities for which DIVISION Rent Subsidies are awarded. Application(s) will be made: within sixty (60) days of the effective date of DIVISION Subsidy funding; or at the first opportunity as set by the local housing authority to submit applications.
- C. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Notification that other subsidies have been obtained: Written notification must be provided to DIVISION's Office of Developmental Disability Services (ODDS) within two weeks (14 days) of any approvals of Section 8 or any other housing subsidies for individuals and/or facilities for which DIVISION Rent Subsidies are included in the Agreement. Notification will include, at a minimum:
 - 1. The name(s) of individual(s) and/or facility(ies) for which other subsidies have been approved;
 - 2. The source(s) and amount(s) of the other subsidy(ies) itemized by individual and/or by facility;
 - 3. The effective date(s) of the other subsidy(ies).

- B. Application for New or Renewed DD Rent Subsidies: The number of units and rates for Rent Subsidies are established through negotiations between DIVISION and COUNTY. DIVISION may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and periodically (but no more frequently than annually) to justify continuation of the Subsidies. Any such applications must be completed following instructions provided by DIVISION.

III. Payment Procedures

- A. Basis of payment: The amount payable is based on a monthly rate for each contracted slot, except that:

1. Rent Subsidy funds may be expended only for the following allowable costs in homes occupied by individuals receiving DIVISION-funded DD residential services:
 - a. Rent or mortgage payments;
 - b. Utility costs, including heat, electricity, basic cable television, water, sewer, sanitation services, basic telephone costs;
 - c. Fire and liability insurance on the home(s);
 - d. Maintenance and cleaning supplies/services;
 - e. Maintenance, repair or replacement of household appliances, furnishings or fixtures;
 - f. Capital expenditure on personal and/or real property needed for the home(s); and
 - g. Other expenses approved in writing by DIVISION.
2. DIVISION may reduce Rent Subsidies by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by DIVISION.
3. Payment is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.

- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: DD SPECIAL PROJECTS

Service I.D. Code: DD 57

I. Service Description and Performance Standards

Developmental Disability (DD) Special Projects are activities within the scope of services set forth in Oregon Revised Statutes (ORS) 430.630. This includes training projects, as well as projects which are not ongoing service elements defined in administrative rules and which are not routinely contracted throughout the state. The projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by DIVISION that the service is no longer needed, or a decision is made whether or not to continue the activity as an ongoing service element defined in rule and available for implementation generally throughout the state or a region.

Performance standards to be met for DD Special Projects (DD 57) may be specified in one or more of the following: a) Exhibit B, "Specialized Service Requirements"; or b) special conditions in the Grant Award. The requirements may include the following:

- A. The frequency, methodology, and the content of project reports to be filed;
- B. The client or other service recipient activities to be provided;
- C. The minimum number of clients or other recipients to be served;
- D. Any tangible products to be produced;
- E. Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement; and/or
- F. Any line item expenditure requirements or limitations.

II. Special Reporting Requirements

- A. Special programmatic and other reporting requirements may be specified in one or more of the following: a) Exhibit B, "Specialized Service Requirements"; or b) special conditions in the Grant Award.
- B. Expenditure reports: For each DD 57 Special Project funded on the basis of reimbursement for actual expenditures, the following expenditure reports must be submitted: a) Interim report of actual revenue and expenditures for the first fiscal year or portion thereof (July 1 - June 30) included in the Agreement, due by August 31 of Year 2 of the Agreement; and b) Final report of actual revenues and

expenditures for the biennium, due within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier.

Reports must be prepared: a) separately for each Special Project included in the Agreement; and b) on forms and following instructions prescribed by DIVISION.

- C. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

III. Payment Procedures

- A. Basis of Payment: Payment for each Special Project is limited to the cumulative dollar amount for the Project as specified in the Grant Award. In addition, payment for Special Project will depend on payment methodology, as follows:

1. Payments based on rates, or on the amount in the Grant Award:
 - a. Unless otherwise specified in Exhibit B or the Grant Award, payment will be based on the dollar amount specified in the Grant Award, contingent on performance of services as required for the Project in Exhibit B or in the Grant Award.
 - b. Unexpended funds, if any, may be retained by COUNTY for expenditure for delivery of Mental Health Services or Developmental Disability Services after expiration or termination of this Agreement.
2. Expenditure-based payments: If Exhibit B or the Grant Award specify expenditure-based payments, payment will be based on cost reimbursement for actual expenditures made in accordance with a line-item budget approved by DIVISION.
3. Start-Up payments: Payment of Start-Up funds is based on reimbursement for actual expenditures, and is subject to requirements for Start-Up funds as specified in the Grant Award and in DIVISION's Community Mental Health Financial Procedures Manual.

- B. Disbursement of funds: Funds are disbursed through monthly allotments which may be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements for the Special Project(s); b) recover unexpended funds based on information provided in interim expenditure reports; or c) recover funds based on failure to perform services required in Exhibit B or the Grant Award.

- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the term of the Agreement between payments and amounts due.

Service Name: DD NON-RELATIVE FOSTER HOMES

Service I.D. Code: DD 58

I. Service Description and Performance Standards

Non-Relative Foster Homes for people with developmental disabilities (DD) provide care and services in a safe, secure, home-like environment. Care includes: 24-hour supervision; the provision of room and board; assistance with the activities of everyday living, from grooming and eating to participation in leisure activities; and access to services which help the residents develop appropriate skills to increase or maintain their level of functioning.

Performance standards to be met for DD Non-Relative Foster Homes (DD 58) are as follows:

- A. For Foster Home services for adults (individuals aged 18 or older), responsibilities under this Exhibit A apply to services regulated by Oregon Administrative Rules (OAR) OAR-40-000 through 100 and the requirements of Oregon Revised Statutes (ORS) 443.705 through 443.825, or any fully adopted revisions of those rules or statutes.
- B. For Foster Home services for children (individuals under 18 years of age), responsibilities under this Exhibit A apply to services regulated by the State Office for Services to Children and Families (SCF) OARs 413-200-0100 through 0230, until such time as ORS and OAR governing DIVISION services are revised to include children with developmental disabilities, at which time DIVISION rules will apply.
- C. 100% of clients must be eligible for DD services.
- D. Responsibilities under this Exhibit A include assisting DIVISION in licensing DD Non-Relative Foster Homes, by performing the following tasks within timelines required in the above-referenced OARs. These requirements do not apply to Foster Home services for children until such time as ORS and OARs governing DIVISION services are revised to include children with developmental disabilities, at which time DIVISION rules will apply:
 - 1. For new licenses, inspection of the homes, and completion and submission to DIVISION of the following forms, as prescribed by DIVISION: (a) Foster Home License Evaluation Form; (b) Foster Home License Application; (c) criminal history check; (d) physician's statement; and (e) any other information necessary for licensing the residences.
 - 2. For renewal of existing licenses, inspection of the homes, and completion and submission to DIVISION of the Foster Home License Evaluation Forms.

3. Assistance to Foster Home and potential Foster Home providers to meet statutory requirements for training and testing, by:
 - a. Maintaining and distributing copies of DIVISION's "Basic Training Course and Self-Study Manual" and associated video tapes;
 - b. Making test site(s) available, administering tests provided by DIVISION, and mailing completed tests promptly to DIVISION for scoring.

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

E. Other performance requirements for DD Non-Relative Foster Homes (DD 58):

1. Assistance to DIVISION in administration of foster home services provided under a direct contract between DIVISION and the foster home provider;
2. Provision of case management and protective services as needed by foster home clients, from funds authorized through the Grant Award for service element MHS 20 or DD 48; and
3. Authorization of payments for foster home services, ensuring that total payments authorized do not exceed the amounts specified in the Grant Award for Non-Relative Foster Homes. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

F. Exhibit B, 50A, Specialized Service Requirements for Developmental Disability Residential Services, applies.

G. Exhibit B, 50B, Specialized Service Requirements for Community Integration Projects (CIP), applies for services provided to individuals discharged from a state training center on or after July 1, 1997.

II. Special Reporting Requirements

- A. Personal Care Foster Home Data Forms and Provider Enrollment Forms must be completed on forms prescribed by DIVISION and following instructions in DIVISION's Developmental Disability Services Foster Care Procedures Manual.

- B. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.

III. Payment Procedures

- A. Basis of payment: Payment is based on a monthly rate for each eligible client enrolled and served, except that:
1. The monthly rate is prorated for any month in which the eligible resident is not living in the home for a portion of the month;
 2. Payments are reduced by the amount of client resources received by the home in support of client care and services provided; and
 3. Payment, including offsets, is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.
- B. Payment rates: Payment rates are established by the COUNTY Community Mental Health Program (CMHP). The CMHP will maintain documentation, in the client record, on how the rate was established, and will report rates and/or rate adjustments on the Foster Home Data Form as prescribed by DIVISION, following instructions in DIVISION's Developmental Disability Services Adult Foster Care Procedures Manual.
- C. Disbursement of funds: Funds are disbursed monthly, following the month of service, through the Senior and Disabled Services Division's (SDSD) Community Based Care (CBC) system. Payments may be made between monthly disbursements for rate and other adjustments.

Service Name: **DD RELATIVE FOSTER HOMES**

Service I.D. Code: **DD 59**

I. Service Description and Performance Standards

Relative Foster Homes are homes which provide care and services solely to adults (aged 18 or older) with developmental disabilities who are family members of the Foster Home provider. Care includes: 24-hour supervision; the provision of room and board; assistance with the activities of everyday living, from grooming and eating to participation in leisure activities; and access to services which help the residents develop appropriate skills to increase or maintain their level of functioning.

For purposes of this Service Description for DD 59, "family member" and "relative" mean husband or wife, natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

Performance standards to be met for DD Relative Foster Homes (DD 59) are as follows:

- A. 100% of clients must be eligible for DD services.
- B. No new individuals may be enrolled or served in DD 59 without prior written approval by DIVISION's Office of Developmental Disability Services (ODDS).
- C. Other performance requirements for DD Relative Foster Homes (DD 59):
 - 1. Provision of case management and protective services as needed by foster home residents, from funds authorized through the Grant Award for service element MHS 20 or DD 48; and
 - 2. Authorization of payments for foster home services, ensuring that total payments authorized do not exceed the amounts specified in the Grant Award for Relative Foster Homes. Total payments are to be calculated based on the full service rate, including offsets (client resources received by the home for care and services).

II. Special Reporting Requirements

- A. Provision of information to DIVISION as necessary for DIVISION to enter into, renew, or terminate direct contracts between DIVISION and providers of DD 59 services. Changes in DD 59 providers must be reported in writing to DIVISION's Office of Developmental Disability Services (ODDS) Licensing Unit as follows:

1. Requests for contracts with new DD 59 providers must be submitted at least 60 days prior to the first day of service;
 2. Requests to renew contracts for existing DD 59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and
 3. Notifications to terminate contracts must be submitted no later than 30 days after termination of the services.
- B. Forms as required by the local branch of the Oregon Senior and Disabled Services Division (SDSD) to initiate, maintain, and terminate payments for DD 59 services.
- C. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in the DIVISION's CPMS Manual for DD Services.

III. Payment Procedures

- A. Basis of payment: Payment is based on a monthly rate for each eligible individual enrolled and served, except that:
1. Payments are reduced (offset) by the amount of client resources received by the home in support of client care and services provided; and
 2. Payment, including offsets, is limited to the cumulative biennial total authorized for the service element as specified in the Grant Award.
- B. Payment rates: Payment rates are established by the COUNTY Community Mental Health Program (CMHP). The CMHP will maintain documentation, in the client record, on how the rate was established, and will report rates and/or rate adjustments to DIVISION if so requested.
- C. Disbursement of funds: Funds are disbursed through the Oregon Department of Human Resources (DHR) Client Maintenance System (CMS), at the beginning of each month of service. Special payments may be made to correct CMS errors or omissions.

Service Name: HIGH SCHOOL TRANSITION SERVICES

Service I.D. Code: DD 90

I. Service Description and Performance Standards

High School Transition Services assist individuals ages 18-26 with developmental disabilities to obtain and maintain supported employment without dependence on long-term DIVISION funding.

Performance standards to be met for High School Transition Services (DD 90) are as follow:

- A. High School Transition Services (DD 90) must be provided in conformance with the following general descriptions:
1. Unless otherwise approved by DIVISION, employment developed through this service must meet the definition of "supported employment", which is "an individual job with pay levels expected to be at the prevailing wage". Hours worked per week are based on documented assessments of each individual's needs and preferences.
 2. High School Transition Services are provided through Developmental Disability (DD) Transition Specialists, who provide an average of twelve (12) months of intensive case management services to those individuals enrolled. These services include certain standard case management services, plus assistance to individuals to obtain and maintain jobs after graduation from high school. Specifically:
 - a. Approximately 70% of DD Transition Specialist service costs are related to the following case management activities: assessment of client needs; assistance to the client and/or the family to obtain services; coordination of the development of the individual plan for work training, as well as medical care and the living situation (if the latter are related to obtaining and maintaining employment); monitoring the provision of client services; obtaining/coordinating consultation services to providers and families; information and referral; and ensuring the appropriateness and quality of services to individual clients.
 - b. Approximately 30% of DD Transition Specialist activities may include the following: co-worker training; job analysis/adjustments; individual training/support or group instruction; individual retraining/coaching; assistance in obtaining SSI/Medicaid eligibility; monitoring/evaluating employer satisfaction; assisting family members with issues affecting transition to work; reporting on outcomes (e.g. jobs, wages, hours); maintaining administrative and contracts-related records; contract monitoring; and clerical support.

- c. Case management activities specifically excluded from the responsibilities of DD Transition Specialists are: protective services; crisis/diversion services; eligibility determination; wait list management; making recommendations about certification of DD foster homes; Level I and Level II nursing facility screening; and authorization of payments for foster home services.
- B. High School Transition Services (DD 90) will be provided in compliance with the requirements of applicable sections of Oregon Administrative Rules governing case management and individual support planning for "priority population" members, as defined in those rules. The applicable sections of OAR 309-041-1300 through 1370, Individual Support Plan for Individuals with Developmental Disabilities, and OAR 309-041-0375 through 0480, Case Management Services for Individuals with Developmental Disabilities and Their Families, address:
- Basic service definitions;
 - Abuse prohibitions and reporting procedures;
 - Standards for developing and monitoring individual support plans;
 - Minimum standards and priorities for service;
 - Minimum records requirements;
 - Provision of service;
 - Grievances; and
 - Variances.

DD Transition Specialists shall also assist in development and coordination of the Individual Education Plans (IEPs) for students enrolled in DD 90.

- C. High School Transition Services (DD 90) must also be provided in accordance with a plan approved in writing by the DIVISION.
1. Required components of High School Transition Services Plan: At a minimum, the plan must include:
- a. Confirmation that there will be no billing under DD 48 Case Management for individuals served in DD 90 High School Transition Services unless approved in writing by DIVISION;
 - b. Identification of agency or individual providing High School Transition Services, if other than COUNTY;
 - c. A statement of commitment to annual outcomes for new job placements that will not require long-term DIVISION funding to maintain, including: proposed timelines for placement of individuals in jobs; long-term support strategies to be used; and, if 18 to 26-year-old individuals are not directly served by DD Transition Specialists, an explanation of how

jobs created will result in an equivalent number of other day program placements for this target population;

- d. A description of the assessment process used, or to be used, to determine who will be served, as well as individual preferences and support strategies;
 - e. A statement of DD Transition Specialist full-time equivalencies (FTEs) to be utilized in the project and the number of individuals each Specialist, or portion of Specialist, is anticipated to serve over the course of each year in the Agreement period;
 - f. A description of activities planned for increasing/maintaining local collaboration among families, individuals, employers, schools, Vocational Rehabilitation, and DD service providers;
 - g. A "Plan for Improved Services", if the 1997-99 Agreement between DIVISION and COUNTY included DD 90, and, as of 4/1/99, less than 60% of the performance requirements had been met, for number of jobs to be developed under that Agreement for the 1998-99 period;
 - h. A plan for "Collaboration with Self-Directed Services", in a format and with a level of detail prescribed by DIVISION.
2. Due dates for High School Transition Services Plan:
- a. If a plan acceptable to DIVISION has not been submitted prior to the effective date for implementation and payment of DD 90 services as described in the Grant Award, then the High School Transition Services Plan must be submitted by July 10 of the first year of the Agreement period, or within 10 days after the initial award of DD 90 funds to COUNTY. This deadline does not apply to the portions of the plan defined as "Plan for Improved Services" and a plan for "Collaboration with Self-Directed Services", both of which are subject to different due dates, as described below.
 - b. If applicable, as described under "Required components of High School Transition Services Plan", above, the "Plan for Improved Services" must be submitted by August 15 of the first year of the current Agreement.
 - c. If DD 90 services were included under COUNTY's last Agreement with DIVISION for a Community Mental Health Program, the plan for "Collaboration with Self-Directed Services", described under "Required components of High School Transition Services Plan", will be submitted within 60 days of receiving the format and instructions from DIVISION. If DD 90 services are not a continuation of this service from the last Agreement period, the above-referenced plan for "Collaboration with

Self-Directed Services" will be submitted as part of its initial High School Transition Services Plan.

D. Eligibility: 100% of individuals served must:

1. Be eligible for DD Services;
2. Be ineligible for the Oregon Vocational Rehabilitation Division's Youth Transition Program due to need for permanent ongoing support to maintain employment;
3. Not be enrolled in DIVISION-funded Employment and Alternative Services (DD 54) or must be individuals who were previously enrolled in DD 54 services, but who have been terminated from those services to create a placement for an eligible individual transitioning from high school to adult employment; and
4. Unless otherwise approved in writing by the DIVISION, not have been previously served through High School Transition projects in previous biennia.

E. Utilization:

1. DD 90 service recipients will be placed in jobs that do not require ongoing DIVISION funds to maintain.
2. Provision of DD 90 services will result in securing the number of jobs specified in Special Conditions included in the Grant Award. The number of jobs will be for unduplicated individuals; that is, job placement for an individual may only be counted once during the biennium.

F. Individual Transition Service Plan: Services must be provided in accordance with written transition plans developed by each project participant's Individual Education Plan (IEP) or Individual Support Plan (ISP) team.

G. DD Transition Specialist training: High School Transition Specialists as described in this Exhibit A will participate in statewide training and technical assistance, including attendance at quarterly meetings, unless specifically exempted in writing by DIVISION.

II. Special Reporting Requirements

A. Client Process Monitoring System (CPMS): Enrollment, termination, and other required information must be reported following instructions in DIVISION's CPMS Manual for DD Services.

- B. Title XIX Waiver Form: When an individual receives DD High School Transition Services, and the individual is already receiving another Waivered service, the Title XIX Waiver Form, as prescribed by DIVISION, must be updated for that client, to include DD High School Transition Services.

If the individual is not already receiving another Waivered service, DIVISION's Office of Developmental Disability Services (ODDS) will determine whether to enroll that person in the Waiver program after receipt of completed CPMS forms for DD High School Transition Services. The DIVISION's ODDS will notify the High School Transition program when a Title XIX Waiver Form must be completed for a newly-enrolled client.

- C. Documentation of DD Transition Specialist qualifications: Personnel records will be maintained and made available to DIVISION for each DD Transition Specialist, to include, at a minimum:
1. Evidence that the DD Transition Specialist meets minimum qualifications for DD Case Managers;
 2. Records of reference checks;
 3. Criminal history check and approval documents;
 4. Proof of current CPR/First Aid certification;
 5. If applicable, proof of insurance and current license to operate a motor vehicle; and
 6. Records of pre-service and inservice training participation.
- D. Documentation of case management activities: Records of case management activities will be maintained in accordance with requirements of OAR 309-041-0375 through 0480, as referenced in item I.D. above. Such records will be made available to DIVISION upon request.
- E. Program reports: The following program reports will be provided to DIVISION's designee, on the dates specified, in a format and with a level of detail prescribed by DIVISION:
1. Individual outcomes plans: Initial report identifying, by name, the individuals to be served in DD 90 High School Transition Services. The report will include, for each person to be served: proposed outcomes, service costs, and demographic information as may be required by DIVISION. DUE DATE: AUGUST 15 of the first year of the Agreement period, unless an alternate date is approved in writing by DIVISION;

2. Monthly reports, to include, at a minimum: updated information identifying individuals to be served; information about wages; hours worked by program participants; and levels of integration; and
3. General project reports, as may be requested by DIVISION, to include information such as: individual satisfaction measures, successful strategies for achievement, lists of private business partners, and fiscal status of the project.

III. Payment Procedures

- A. Basis of payment: Payment is based on the DIVISION-established monthly rate per client served by a High School Transition Specialist, except that payment is limited to the cumulative biennial total authorized for the Service as specified in the Grant Award.

For each month for which High School Transition Services (DD 90) are reported for a client in CPMS, at least one billable contact must be made to justify the full payment rate. For purposes of this Service Description for DD 90, a billable contact means a contact made, in person or by telephone by a qualified Transition Specialist as defined by this Service Description for DD 90, for the purpose of delivering services described in OAR 309-041-0375 through 0480. Each billable contact must be documented according to those same rules. Records may be reviewed by DIVISION, and payments may be adjusted, if services have not been accurately reported or documented.

- B. Disbursement of funds: Funds are disbursed through monthly allotments. DIVISION may withhold payments pending approval of the High School Transition Services Plan, as required above. Disbursements may also be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due based on the number of total service months reported through CPMS.

Service Name: REGIONAL CRISIS AND BACK-UP SERVICES

Service I.D. Code: DD 157

I. Service Description and Performance Standards

Regional Crisis and Back-Up Services consist of management of selected developmental disability services for a group of counties, including crisis intervention services as well as other services that can be delivered more effectively or economically on a regional basis. Funds allocated in this service element are generally used for: staff who coordinate and manage regional crisis service planning and payments; regional consultation, respite and other specialized resources needed to enhance or support developmental disability services within the region; and/or other activities as included in an approved Regional Crisis and Back-Up Services Plan.

The Regional Crisis and Back-Up Services program must be operated in accordance with a plan approved by all participating counties and DIVISION, hereinafter referred to as the "Regional Crisis and Back-Up Services Plan". Performance standards to be met by this program are as follows:

- A. Staff and associated costs: The Regional Crisis and Back-Up Services program will employ and equip staff as needed to perform the functions and tasks described in the approved Regional Crisis and Back-Up Services Plan.
- B. Coordination of Diversion Services (DD 44): The Regional Crisis and Back-Up Services program will assist counties within the region to develop crisis service plans and resources as needed for individuals with developmental disabilities, and will serve as the fiduciary agent for payment of regional DD 44, funds if such a fiduciary role is assigned to the Regional Crisis and Back-Up Services program as part of the Regional Crisis and Back-Up Services Plan.
- C. Regional Management of Long Term Diversion funds: The Regional Crisis and Back-Up Services program will manage "Long Term Diversion" funds for the region, hereinafter also referred to as "LTD" funds. For purposes of this Agreement, LTD funds are those budgeted by DIVISION for new services or enhancements needed on a long-term or ongoing basis for individuals with developmental disabilities who are eligible for civil commitment under Oregon Revised Statutes (ORS) 427, or children with developmental disabilities who are at imminent risk of out-of-home placement. In managing regional LTD funds, the Regional Crisis and Back-Up Services program will comply with the following:
 - 1. The maximum amount of LTD funds that may be authorized is limited to the budgeted amount for the region, as published by DIVISION.

2. All Long Term Diversion plans and associated allocations must be approved through the process described in the Regional Crisis and Back-Up Services Plan.
3. When a Long Term Diversion individual service plan has been approved, Regional Crisis and Back-Up Services staff will send written notification to DIVISION, as required below under "Special Reporting Requirements". No approval from DIVISION is needed for LTD plans authorized as described in this section, provided that the plans do not cause the region to exceed the budget limitation as specified above.

Upon receipt of a Long Term Diversion plan that has been approved by the Regional Crisis and Back-Up Services program and that meets the criteria above, DIVISION will amend the appropriate county's Grant Award to reflect the LTD plan approved by the region.

- D. Other regional services: The Regional Crisis and Back-Up Services program will provide the following additional services if required as part of the Regional Crisis and Back-Up Services Plan:

1. Coordination of access to residential and foster care services for individuals with developmental disabilities, by identifying vacancies, developing new providers, and referring appropriate individuals to those services;
2. Development and coordination of resources and access to professional consultation and/or respite services needed to support or enhance DIVISION-funded community developmental disability services;
3. Any other services, fiduciary activities, or other administrative support agreed upon as part of the Regional Crisis and Back-Up Services Plan.

- II. Special Reporting Requirements: The following reports are required from the Regional Crisis and Back-Up Services program:

- A. Long Term Diversion (LTD) plans: For each LTD plan approved by the Regional Crisis and Back-Up Services program, written notification to DIVISION, in a format and with a level of detail prescribed by DIVISION, to include, at a minimum: name of county where funds are to be allocated; the name and date of birth of the individual to be served; amount of funds to be paid from the LTD budget; service element(s), provider name, CPMS provider number, and dates of service in the approved LTD plan; and other information needed by DIVISION to amend the appropriate county's Grant Award.

LTD plans must be submitted to the DIVISION's Office of Developmental Disability Services (ODDS) Regional Coordinator or other ODDS staff person assigned to COUNTY.

- B. Regional Crisis and Back-Up Services Semi-Annual Reports: Written reports in February and August of each year, in a format prescribed by DIVISION, describing the program's activities, accomplishments, and expenses during the preceding half calendar year (July - December in the February report; January - June in the August report).
- C. Staff Time Sheets, for reporting Title XIX-related activities: Time sheets, on forms prescribed by DIVISION, for staff paid as part of the Regional Crisis and Back-Up Services program, to document the percentage of time eligible for billing to DIVISION-administered Federal Medicaid (Title XIX) funds. The schedule for submittal of time sheets will be mutually agreed upon between DIVISION and the Regional Crisis and Back-Up Services program, except that all time sheets must be submitted no less frequently than semi-annually, within 60 days after the close of each calendar half year for that half year, or within 60 days after termination of the Agreement, whichever is earlier. Calendar half years are defined as July - December, and January - June.
- D. Final Biennial Expenditure Report: A final report of actual revenues and expenditures for the biennial Agreement period, due within 60 days after the close of the biennium or after termination of the Agreement, whichever is earlier. Reports must be prepared in a format prescribed by DIVISION.

III. Payment Procedures

- A. Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of Regional Crisis and Back-Up Services as specified above, except that payment is limited to the cumulative biennial total authorized for the service element as specified in the Approved Grant Award. Allowable expenditures are those directly associated with the Regional Crisis and Back-Up Services program, and are further limited to the following:
 - 1. Personnel expenses (salaries, wages, payroll tax and fringe benefit costs) for crisis and back-up services above and beyond the duties normally handled through Case Management (DD 48) as defined in this Agreement.

2. Program operating expenses, such as office rent/lease, office utilities, telephone costs, office equipment rental and repair, office supplies, staff travel and staff training.
 3. Professional consultation and/or respite services needed to support or enhance DIVISION-funded community developmental disability services.
 4. Administrative expenses (direct and indirect), capital outlay, or other expenses only as included in the approved Regional Crisis and Back-Up Services Plan.
- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, at DIVISION's discretion, to meet cash flow requirements for continued service operation.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the Final Biennial Expenditure Report as required in "Special Reporting Requirements", above.

Service Name: A&D Special Projects

Service ID Code: A&D 60

I. Service Description and Performance Standards

Alcohol and Drug Special Projects are activities within the scope of ORS 430.630. The projects are not ongoing service elements defined in administrative rules, and they are not routinely contracted throughout the state. The projects may be operated on a demonstration or an emergency basis for a specified time-limited period until a determination is made by Division that the service is no longer needed, or a decision is made whether or not to continue the activity as an ongoing service element defined in rule and available for implementation generally throughout the state or a region of the state.

Minimum performance requirements are specified in Special Conditions of the Grant Award. The requirements may include the following:

- o The frequency, methodology, and the content of project reports to be filed;
- o The client or other service recipient activities to be provided;
- o The minimum number of clients or other recipients to be served;
- o Any other requirements the accomplishment of which is to be monitored in order to determine the contractor's minimum performance under the Agreement.
- o Performance projections beyond the required performance may be articulated by the Division and monitored in order to assist in determining the project's suitability for continuation and/or its implementation more broadly throughout the state.

II. Special Reporting Requirements

Special Reporting Requirements may be specified in Special Conditions of the Grant Award. Start-Up Payments: Payment of start-up funds is based on reimbursement for actual expenditures, and is subject to requirements in the Grant Award and the Division's Community Mental Health Financial Procedures Manual.

III. Payment Procedures

Payments are based on the service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation..

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: ALCOHOL RESIDENTIAL CARE

Service ID Code: A&D 61

I. Service Description and Performance Standards

Alcohol residential programs must comply with OAR 410-10-170, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Alcohol residential care centers are required to give priority for admission to clients referred from community intensive residential treatment facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources, as well as Oregon Health Plan members. All publicly supported residential treatment programs are regional programs and shall serve individuals referred from counties within the region.

Alcohol Residential Care provides a structured environment for residents on a 24-hour basis. Individuals admitted are primarily dependent on alcohol and in need of 24-hour supervision, treatment, and care. They are temporarily unable to live independently in the community, and cannot maintain even a short period of abstinence.

Alcohol Residential Care services include a minimum 14 hours of structured counseling (not less than five hours per week), education, recreation, and self-help group participation. Aftercare planning is provided for persons who leave the residential setting in support of the gains made in treatment. Residential alcohol treatment services address the needs of all population groups in the community with special emphasis on ethnic minorities.

- A. Utilization of service units awarded in the Grant Award must be 90% or greater on a monthly basis for all Performance Standard criteria detailed in Section D. Under-utilization for three consecutive months may result in a reduction of payment amounts.
- B. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in the Grant award. This requirement will be monitored quarterly.
- C. 5.8% of the total persons served in state-funded beds must be parolees and/or probationers.
- D. Program performance must utilize 90% of service units with a minimum of 51% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider through the County Grant Agreement.

ADULT PERFORMANCE STANDARDS	Percent of Total Clients Served
Change in Employability	60%
Employment Improvement	5%
Educational Advancement	6%
Participated in Self-Help	85%
Not Arrested During Tx	90%
Abstinent/Drug-Free	70%
Completed Tx	55%
Referral to Self-Help	22%
Referral to A&D Tx	30%

WOMENS PERFORMANCE STANDARDS	
Progressed in School/Training	65%
Participated in Self-Help	75%
Not Arrested During Tx	90%
Abstinent/Drug Free	70%
Completed Treatment	55%
Referral to Self-Help	20%
Referral to A&D Tx	20%
Complied with SCF Agreement	55%
Abstinent 30 Days Before Delivery	90%

II. Special Reporting Requirements

OADAP will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on the Client Process Monitoring System (CPMS).

III. Payment Procedures

Payments are based on the service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation..

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

ADEXHA/6-11-99

Service Name: **DRUG RESIDENTIAL CARE**

Service ID Code: **A&D 62**

I. **Service Description and Performance Standards**

Drug residential programs must comply with OAR 410-10-000 through 410-10-170, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Drug residential care centers are required to give priority for admission to clients referred from community intensive residential treatment facilities, Department of Corrections Treatment Programs, and agencies of the Department of Human Resources, as well as Oregon Health Plan members. All publicly supported residential treatment programs are regional programs and shall serve individuals referred from counties within the region.

Drug Residential Care provides a structured environment for residents on a 24-hour basis. Individuals admitted are primarily dependent on drugs and in need of 24-hour supervision, treatment, and care. They are temporarily unable to live independently in the community, and cannot maintain even a short period of abstinence.

Requirements include a minimum 14 hours of structured counseling (not less than five hours per week), education, recreation, and self-help group participation. Aftercare planning is provided for persons who leave the residential setting in support of the gains made in treatment. Drug Residential Care treatment services address the needs of all population groups in the community with special emphasis on ethnic minorities.

- A. In programs with state-funded beds for ethnic minorities, 51% of the persons served must be members of the ethnic group(s) designated in the Grant Award. This requirement will be monitored quarterly.
- B. 5.8% of the total persons served in state-funded beds must be parolees and/or probationers.
- C. Utilization of service units in the Grant Award must be 90% or greater on a monthly basis for all Performance Standard criteria detailed in Section D. Under-utilization for three consecutive months may result in a reduction of payment amounts.
- D. Program performance must utilize 90% of service units with a minimum of 51% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider.

ADULT PERFORMANCE STANDARDS	Percent of Total Clients Served
Change in Employability	60%
Employment Improvement	5%
Educational Advancement	6%
Participated in Self-Help	75%
Not Arrested During Tx	90%
Abstinent/Drug-Free	50%
Completed Tx	30%
Referral to Self-Help	22%
Referral to A&D Tx	25%

WOMEN PERFORMANCE STANDARDS	
Progressed in School/Training	65%
Participated in Self-Help	75%
Not Arrested During Tx	90%
Abstinent/Drug Free	70%
Completed Treatment	55%
Referral to Self-Help	20%
Referral to A&D Tx	20%
Complied with SCF Agreement	55%
Abstinent 30 Days Before Delivery	90%

II. Special Reporting Requirements

OADAP will send a list of open clients to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on the Client Process Monitoring System (CPMS).

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

Service Name: NON-HOSPITAL ALCOHOL AND DRUG DETOX

Service ID Code: A&D 63

I. Service Description and Performance Standards

Alcohol and Drug Detoxification programs must comply with OAR 415-50-000 through 415-50-095, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Alcohol and Drug Detox is non-hospital based and provides immediate evaluation and care for persons with alcohol and other drug abuse problems who are either severely intoxicated or are drug-addicted and in need of supervision through the withdrawal episode. The primary objective of detoxification centers is to stabilize the person in order to refer and begin treatment of the chemical dependency problem. Programs are required to give priority for admission to clients referred by agencies of the Department of Human Resources.

No client shall remain in a publicly funded alcohol and drug detoxification program for more than 10 consecutive days without a waiver from OADAP.

- A. Utilization of service units in the Grant Award must be 70% or greater on a monthly basis for all Performance Standard criteria detailed in paragraph B. Under-utilization for three consecutive months may result in a reduction of payment amounts.
- B. Program performance must utilize 70% of service units with a minimum of 51% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider.

ADULT PERFORMANCE STANDARDS

	Percent of Total Clients Served
Participated in Self-Help	65%
Completed Treatment	65%
Referral to Self-Help	5%
Referral to A&D Tx	35%
Not Readmitted to Prov #	50%

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment/Discharge forms unique to Non-hospital Detoxification must be submitted within 7 days of client discharge. Non-hospital Alcohol and Drug Detox service volume must be reported on the form showing report unit, service element, the number of days served, and the number of hours of service provided to the client.

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

ADEXHA\6-11-99

Service Name: OUTPATIENT CHEMICAL DEPENDENCY

Service ID Code: A&D 65

I. Service Description and Performance Standards

Outpatient Chemical Dependency service element provides assessment and treatment services, in an outpatient setting, for persons who are not in need of 24-hour supervision for effective treatment of their chemical dependency.

Programs serving chemically dependent clients on an outpatient basis must perform in accordance with OAR 415-51-000 through 415-51-120, if applicable. Such programs also must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs.

Client treatment plans may include individual, group, and family counseling, and chemotherapy such as Antabuse. Programs may also refer clients for ancillary services, such as educational or vocational training, consumer living skills training, and recreational therapy.

A. Utilization of service units in the Grant Award must be 100% or greater on a monthly basis for all Performance Standard criteria detailed in paragraph C. Under utilization for three consecutive months may result in a reduction of payment amounts. Clients who are Oregon Health Plan members will not be counted towards slot utilization, nor will clients whose income is over 200% of the Federal Poverty Level.

B. In programs with state-funded slots for ethnic minorities, 51% of the persons served in those slots must be members of the ethnic groups(s) designated in the Grant Award. This requirement will be monitored quarterly.

C. Program performance must utilize 100% of service units with a minimum of 51% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider.

ADULT PERFORMANCE STANDARDS

Percent of Total
Clients Served

Employment Improvement	15%
Maintained Employment	80%
Change in Employability	45%
Educational Advancement	7%
Not Arrested During Treatment	85%
Completed Treatment	30%
Reduction in Use of Primary Problem	40%
Abstinent/Drug Free 30 Days Prior to Discharge	37%
Participation in Self-Help Groups	20%

YOUTH PERFORMANCE STANDARDS

Educational Advancement	60%
Participated in Self-Help Groups	35%
Not Arrested During Treatment	75%
Abstinent at Termination	45%
Completed Treatment	40%
Academic Improvement	30%
Improved School Attendance	15%
Improved School Behavior	15%

WOMEN PERFORMANCE STANDARDS

Employment Maintained	70%
Employment Status Improved	15%
Progressed in School/Training	30%
Participated in Self-Help Groups	40%
Not arrested during Treatment	75%
Abstinent/Drug Free	40%
Completed Treatment	35%
Reduction in Use	45%
Complied with SCF Agreement	35%
Abstinent 30 Days Before Delivery	60%

II. Special Reporting Requirements

Providers must enroll all clients on CPMS (Client Process Monitoring System). OADAP will send a list of open clients to the provider monthly, called the Monthly Management Report. This list must be reviewed to identify changes to monthly income, number of dependents, and health insurance status, as well as clients whose treatment has been terminated.

Designated Youth Programs must use the CPMS Early Intervention/Youth Treatment enrollment and termination form. Completion of enrollment items 41-43 and Discharge items 71-78 is required.

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

If the Grant Award authorizes funds for services to Medicaid-eligible clients, payments will be disbursed by the Office of Medical Assistance Programs.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

Service Name: Continuum of Care Services (A&D Track B)

Service ID Code: A&D 66

I. Service Description and Performance Standards

Continuum of Care Services provide a range of services delivered consistent with the clinical need of the individual for persons who have lost control of their use of alcohol and other drugs. The services consist of case management, clinical care and aftercare. At a minimum, these terms mean:

Case Management will enhance the scope of addiction treatment and the recovery continuum, providing the client with a single point of contact for multiple health and social service systems and to be an advocate for the client, flexible, community-based and client oriented. Assists the client with needs that generally are thought to be outside the realm of substance abuse treatment.

Clinical Care includes assessment to determine the person's appropriate diagnosis and using the Oregon Placement, Continued Stay and Discharge Criteria (OAR 415-051-000 through 0130), tracking client progress in treatment, and assistance in accessing needed wraparound services.

After Care includes those services provided to clients completing treatment to sustain their commitment to recovery and consists of ongoing intermittent contact with a treatment program including, but not limited to, telephone outreach, participation in individual or group counseling, self help groups and programs, and transitional housing.

Level I (Outpatient) Non-residential treatment services provided in regularly scheduled face-to-face therapeutic sessions. Such services may include individual, group and family counseling, as well as long-term support for relapse prevention. The services may also include medically prescribed pharmacological agents, i.e., methadone, level-alpha-acetyl-methadol (LAAM), etc.

Level II (Intensive Outpatient) - This level of care affords the client the opportunity to remain in their existing environment (social, familial, vocational), while still benefiting from a therapeutic, structured program. It is a non-residential service consisting of multiple face-to-face contacts per week for clients who cannot maintain stability over a 72-hour period. Some Level II programs may operate as evening programs, day treatment programs, or partial hospitalization. Such services may include individual, group and family counseling, as well as medically-prescribed pharmacological agents.

Outpatient Services must comply with OAR 415-51-000 through 130 and synthetic opiate treatment services 415-020-0000 through 0090.

Level III (Residential Treatment) - Residential Services provides twenty-four hour observation, monitoring and treatment. This multi-level service is for clients:

- (a) Whose subacute physical and emotional/behavioral problems are severe enough to require placement in a safe and stable living environment.
- (b) Whose housing and social, familial, and vocational support systems are not sufficiently in place to support recovery.
- (c) Who, because of circumstances, must return to an environment which will sabotage their outpatient treatment.

Residential treatment may include non-medical detoxification, intensive residential substance abuse treatment, and the treatment of co-existing sub-acute physical health and/or emotional/behavioral conditions that would jeopardize recovery. Physician contact is available as necessary, based on clinical judgment.

Detoxification services must comply with OAR 415-50-000 through 095. Residential Services must comply with OAR 415-10-000 through 170.

Performance standards:

Utilization: The appropriate levels of services shall be provided to the number of clients agreed to serve. The client is defined as a single count client receiving all services required for the term of a state fiscal year. (Not to include Oregon health Plan clients, DUII or marijuana clients).

Engagement: The number of clients who "engage" in treatment (enter treatment following positive assessment) must not be less than two standard deviations below the State mean.

Retention: Average number of days clients are actively engaged in treatment must be within +/- 2 standard deviations of the State mean.

Completion: The number of clients who complete 2/3 of their individual treatment plan must not be less than 2 standard deviations below the State mean.

III. Special Reporting Requirements

Client Process Monitoring System (CPMS) forms must be submitted within seven (7) days of the first face-to-face treatment contact. OADAP will send a list of open clients to

the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on CPMS. For those clients who have been served. County will report the type of services provided.

IV. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

If the Grant Award authorizes funds for services to Medicaid-eligible clients, payments will be disbursed by the Office of Medical Assistance Programs.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

Counties whose data reporting meets OADAP requirements are eligible for award of a quality incentive of up to 10% of the service award for this service element as specified in the Grant Award.

ADEXHA\6-11-99

Service Name: DUII INFORMATION PROGRAM

Service ID Code: A&D 68

I. Service Description and Performance Standards

Programs must comply with OAR 415-54-005 through 415-54-0040 and any OAR specific to the service element in which service is delivered, and must have a current Letter of Approval issued by the office of Alcohol and Drug Abuse Programs (OADAP).

DUII Information Program provides short-term (12 hours minimum) didactic alcohol and drug education programs with an emphasis on the effects of driving under the influence of intoxicants. Programs must meet the minimum curriculum, instructor, and hourly standards established by OADAP. DUII Information programs serve clients who have been charged with driving under the influence of intoxicants (DUII) for the first time and who are determined to be careless social drinkers.

DUII clients shall not be enrolled as outpatient clients. They must be enrolled in the appropriate DUII service element until all DUII requirements are fulfilled.

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Discharge forms unique to the DUII Information Program must be submitted at termination. Forms must be properly coded (showing the service element and reporting unit for all clients including non-indigent clients). Service volume must be reported showing number of hours of service provided for indigent and partially indigent clients.

III. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) service volume information reported in CPMS for DUII Information Program services delivered as specified above; and b) the dollar limitation specified in the Grant Award.

Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium.

Service Name: **SYNTHETIC OPIATE TREATMENT**

Service ID Code: **A&D 69**

I. **Service Description and Performance Standards**

Synthetic Opiate Treatment services must comply with OR 415-20-000 through 415-20-090 and Federal Methadone Regulations (21 CFR) , and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Synthetic Opiate Treatment services include the administration of prescribed methadone or levo-alpha-acetylmethadol hydrochloride (LAAM), another synthetic opiate. Synthetic opiate treatment programs must assure that clients referred from community intensive residential treatment facilities, the Department of Corrections Treatment Programs, and agencies of the Department of Human Resources will receive priority for admission.

Synthetic Opiate Treatment service provides non-residential assessment and treatment to persons who are not in need of 24-hour supervision for effective treatment of their opiate dependency. Administration of synthetic opiates combined with rehabilitative counseling (i.e., individual, group, and family counseling) enables the patient to leave the drug-seeking street life in favor of a normal life style. Clients are also referred for ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

- A. Utilization of service units in the Grant Award must be 100% or greater on a monthly basis for all Performance Standard criteria detailed in paragraph B. below. Under-utilization for three months may result in a reduction of payment amounts. Clients who are Oregon Health Plan members will not be counted towards utilization of slots.
- B. Program performance must utilize 100% of service units with a minimum of 50% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider.

ADULT PERFORMANCE STANDARDS

**Percent of Total
Clients Served**

Employment Maintained	80%
Change in Employability	40%
Employment Improvement	8%
Educational Advancement	5%
Not Arrested During Treatment	65%
Completed Treatment	30%
Abstinent/Drug Free	35%

II. Special Reporting Requirements

A list of open clients will be sent to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on the Client Process Monitoring System (CPMS).

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

If the Grant Award authorizes funds for services to Medicaid-eligible clients, payments will be disbursed by the Office of Medical Assistance Programs.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

Service Name: PREVENTION AND EARLY INTERVENTION PROGRAMS

Service ID Code: A&D 70

I. Service Description and Performance Standards

Programs must comply with OAR 415-56-000 through 415-56-025, and must have a current Letter of Approval issued by the office of Alcohol and Drug Abuse Programs (OADAP).

Prevention and Early Intervention implements projects which add to the continuum of strategies that maximize community commitment and involvement in the reduction of alcohol, tobacco and other drug problems, the reduction of factors predicted to increase such use problems, and increasing the presence of protective factors research demonstrates reduces such problems.

Projects funded range from prevention to early intervention. Examples of specific strategies include: support for parent groups focusing on alcohol, tobacco and other drug use issues; training of school staff in school policy to incorporate procedures for preventing and managing alcohol and drug use problems; effective alcohol, tobacco and other drug problems prevention curricula; student assistance programs; programs directed at reducing risk factors that lead to adolescent alcohol, tobacco and other drug use, strategies to improve the environment for citizens by improved public policy regarding alcohol consumption, etc.

Program performance criteria will be negotiated, and included in the Prevention Plan approved by OADAP.

Programs will be monitored on the basis of how well they perform in achieving the objectives on the Prevention Plan, and continued funding will in part depend upon achievement of the conditions at acceptable levels. Criteria routinely include process objectives, with related outcomes in the behavioral, attitudinal, and educational areas. The objectives and related outcome measures must focus on reducing locally identified risk factors or increasing locally identified protective factors.

II. Special Reporting Requirements

A. Client Process Monitoring System (CPMS) Early Intervention enrollment and termination forms must be submitted within a week of the first face-to-face contact by programs whose project is designed to intervene at the earliest stages of alcohol and/or drug abuse (e.g., most Student Assistance Programs and Children of Alcoholics Programs) . Completion of Enrollment Items 41-43 and Discharge Items 71-78 is required.

- B. OADAP will send a list of open clients to the provider monthly. This list should be reviewed to identify clients who have not been served within the past thirty days. These clients should be terminated on CPMS.
- C. All programs must submit standardized annual progress reports due August 15th. Such reports must focus on successfully achieving the performance criteria noted in Section II above. Award of funds in future periods will depend, in large part, upon OADAP's assessment of the County's success in achievement of outcomes as reported in the annual progress reports.

III. Payment Procedures

Payment is based on reimbursement for actual expenditures approved by OADAP resulting from delivery of the Prevention and Early Intervention services as specified above, and the dollar amount specified in the Grant Award.

Funds are disbursed through monthly allotments which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement, based on the County's statement of revenue and expenditures as reported in OADAP's Prevention Cost Statement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due. The Prevention Cost Statement is due to OADAP within 60 days after termination or expiration of the Agreement, whichever is earlier.

Service Name: **COMMUNITY INTENSIVE RESIDENTIAL TREATMENT (CIRT)**

Service ID Code: **A&D 71**

I. **Service Description and Performance Standards**

A CIRT Program must comply with OAR 410-10-000 through 410-10-170, and must have a current license issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

CIRT Programs must assure that clients referred from agencies of the Department of Human Resources and court-committed clients will receive a priority for admission, as well as Oregon Health Plan clients. All CIRT programs are regional programs and shall serve individuals referred from counties within the region.

CIRT provides a highly structured alcohol and drug abuse treatment environment for residents on a 24-hour, seven-day-a-week basis. This includes a minimum of 27 hours of highly structured therapy per seven-day week, seven hours per seven-day week of structured recreational activities, and six hours per seven-day week of alcohol and drug specific education.

Clients must be referred from a community treatment program after initial evaluation has determined them to be appropriate and in need of CIRT-level care. Referrals must meet the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. Medical and mental health back-up coverage must be available during the treatment episode. CIRT clients are referred back to community programs for continuation of treatment.

- A. Utilization of service units in the Grant Award must be 90% or greater on a monthly basis for all Performance Standard criteria detailed in B. below. Under-utilization for three consecutive months may result in a reduction of payment amounts.
- B. Program performance must utilize 90% of service units with a minimum of 75% of the listed criteria being met on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 75% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 75% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 75% criteria requirement may result in resources being removed from the provider.

ADULT PERFORMANCE-STANDARDS

Percent of Total
Clients Served

Change in Employability	60%
Not arrested During Treatment	90%
Completed Treatment	60%
Abstinent/Drug Free	70%
Participation in Self-Help Groups	90%
Referral to Alcohol and Drug Treatment	60%
Referral to Self-Help Groups	12%

YOUTH PERFORMANCE STANDARDS

Educational Advancement	75%
Participation in Self-Help Groups	95%
Not Arrested During Treatment	80%
Abstinent at Termination	70%
Benefited From Treatment	60%

WOMEN PERFORMANCE STANDARDS

Progressed in School/Training	65%
Participated in Self-Help Groups	75%
Not Arrested During Treatment	90%
Abstinent/Drug Free	70%
Completed Treatment	55%
Referral to Self-Help Groups	20%
Referral to Other A&D Services	20%
Complied with SCF Agreement	55%
Abstinent 30 days Before Delivery	90%

A list of open clients will be sent to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on the Client Process Monitoring System (CPMS).

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and the amount due.

Service Name: **DUI REHABILITATION PROGRAM**

Service ID Code: **A&D 78**

I. **Service Description and Performance Standards**

Programs must comply with OAR 415-51-000 through 415-51-130 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Length of stay and discharge decisions for each client shall be made using the "Chemical Dependency, Placement, Continued Stay and Discharge Criteria" published by OADAP. Rehabilitation programs serve clients who have been charged with driving under the influence of intoxicants (DUI) for the second or subsequent time(s), are determined to be problem drinkers, and have been referred for treatment according to the "criteria for client classification."

Treatment plans may include individual, group, or family counseling, and chemotherapy such as Antabuse. Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

Program performance must be at or above the minimal level on over 50% of the performance criteria detailed below monitored on a quarterly basis. Under-utilization will result in the following action plans:

First quarter a program is below minimum standards for 25% of the 51% criteria requirement, a letter will be sent requesting an action plan for improving performance in the deficient areas.

Second consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement, consultation with the County and the provider will be provided by OADAP.

Third consecutive quarter a program is below minimum standards for 25% of the 51% criteria requirement may result in resources being removed from the provider.

PERFORMANCE STANDARDS

**Percent of Total
Clients Served**

Employment Improvement	5%
Maintained Full Employment	80%
Educational Advancement	5%
Not Arrested During Treatment	80%
Completed Treatment	45%

Reduction in Use	60%
Not Arrested for DUI During Treatment	85%
Abstinent/Drug Free 30 Days Prior to Discharge	40%
Participation in Self-Help Groups	40%

DUI clients shall not be enrolled as outpatient clients. They must be enrolled in the appropriate DUI service element until all DUI requirements are fulfilled.

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Termination forms must be submitted according to established CPMS timelines. Forms must be properly coded (showing the service element and reporting unit by their respective codes) for all clients (including non-indigent clients). Service volume must be reported monthly showing the number of hours of service provided for indigent and partially indigent clients.

III. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) service volume information reported in CPMS for DUI Rehabilitation services delivered as specified above; and b) the dollar limitation specified in the Grant Award.

Payments for up to 40 hours of CPMS-documented treatment per client are made from the indigent driver program fund for all indigent or partially indigent clients. If clients require more treatment as determined by the Oregon Placement, Continued Stay, and Discharge Criteria, then further payments will depend upon whether the client is covered by a prepaid health plan under the Oregon Health Plan.

Funds are disbursed through monthly allotments which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation. Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

Service Name: MARIJUANA EDUCATION LEVEL I

Service ID Code: A&D 87

I. Service Description and Performance Standards

Programs must comply with OAR 410-08-000 through 410-08-035 through 410-09-040 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Marijuana Education Level I provides short-term (12 hour minimum) substance abuse education. Programs must meet minimum curriculum, instructor, and hourly standards established by OADAP. Programs serve clients who are offenders charged with knowingly or intentionally possessing less than one ounce of marijuana.

Marijuana Education Level I clients shall not be enrolled as outpatient clients; they must be enrolled in the Marijuana Education Level I service element.

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Discharge form unique to Marijuana Education Level I will be submitted at termination. Forms will be properly coded (showing the service element and reporting unit for all clients including non-indigent clients). Service volume must be reported showing number of hours provided for indigent and partially indigent clients.

III. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) service volume information reported in CPMS for Marijuana Education Level I delivered as specified above; and b) the dollar limitation specified in the Grant Award.

Funds are disbursed through monthly allotments, which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium.

ADEXHA/6-11-99

Service Name: **MARIJUANA LEVEL II**

Service ID Code: **A&D 88**

I. **Service Description and Performance Standards**

Programs must comply with OAR 410-08-000 through 410-08-035, 410-09-000 through 410-09-040 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Marijuana Level II provides a minimum of 40 hours of outpatient therapy and educational services that meet the minimum curriculum, instructor, and hourly standards established by OADAP.

Marijuana Level II programs serve clients who have been charged with unlawful knowing or intentional possession of less than one ounce of marijuana. Treatment plans may include individual, group, or family counseling. Clients also receive ancillary services, such as educational or vocational training, consumer-living skills training, and recreational therapy.

Program performance must be at or above the minimal level of 51% of the following performance criteria monitored on a quarterly basis:

PERFORMANCE STANDARDS	<u>Percent of Total Clients Served</u>
Employment Improvement	5%
Maintained Full Employment	80%
Educational Advancement	5%
Not Arrested During Treatment	90%
Completed Treatment	80%
Reduction in Primary Use	70%
Not Arrested for Possession of Marijuana during Trmt	90%
Abstinent/Drug Free 30 Days Prior to Discharge	40%
Participation in Self-Help Groups	40%

Marijuana Treatment clients shall not be enrolled as outpatient clients. They must be enrolled in the Marijuana Treatment Level II service element.

II. Special Reporting Requirements

Client Process Monitoring System (CPMS) Enrollment and Termination forms must be submitted weekly. TSR Forms must be returned promptly and properly coded (showing the service element and reporting unit by their respective codes) for all clients (including non-indigent clients) . Service volume must be reported monthly showing the number of hours of Marijuana Level II service provided for indigent and partially indigent clients.

III. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) service volume information reported in CPMS for Marijuana Level II services delivered as specified above; and b) the dollar limitation specified in the Grant Award.

Funds are disbursed through monthly allotments, which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation..

Contract settlement will reconcile any discrepancies between CPMS reports and payments which may have occurred during the biennium

Service Name: MARIJUANA EDUCATION SPECIALISTS

Service ID Code: A&D 89

I. Service Description and Performance Standards

Evaluators must comply with OAR 410-08-000 through 410-08-035 and any OAR specific to the service element in which treatment is delivered, and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

The Marijuana Evaluation Specialist evaluates individuals referred by the criminal justice system under ORS 135.917. Evaluation shall be done using, at a minimum, assessment instruments designated by OADAP. Based on the evaluation, the Evaluation Specialist shall promptly refer the client to a program providing appropriate Level I or Level II services. Referrals of juveniles for programs providing Level II services should be to programs with juvenile treatment capacity.

The Marijuana Evaluation Specialist shall:

- 1) Directly contact each client's service provider at least once a month to verify participation and compliance.
- 2) Communicate client's compliance status to appropriate judicial or other justice system staff.
- 3) For Level I clients, confer with program between third and sixth week to determine if client should be placed in Level II program, and take appropriate action.

II. Special Reporting Requirements

Files must be maintained on each individual evaluated and those files retained for seven years. The file must include evidence of indigence (where appropriate), record of fee payments made, compliance documentation, and other documentation cited in OAR 410-08-000 through OAR 410-08-035. These files are subject to audit by OADAP.

III. Payment Procedures

Payment is based on a fee-for-service, issued as a reimbursement determined by: a) receipt of an invoice approved by OADAP for Marijuana Education Specialist services delivered as specified above; and b) the dollar limitation specified in the Grant Award.

An itemized invoice form, provided by OADAP, must be submitted to OADAP by the 10th of the month following the month indigent client evaluations were performed. The invoice will list case number, date of birth, and date of evaluation. OADAP will forward approved invoices to the Division for payment.

Marijuana Evaluation Specialists are not permitted to bill for evaluation of indigent marijuana offenders unless the evaluator is employed by or contracted with a CMHP or an agency under direct supervision of the Division. Evaluators who are employees of subcontract agencies will be permitted to bill if that agency's contract with the CMHP includes an amount for Marijuana Evaluation Specialists.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium and amounts due.

ADEXHA\6-11-99

Service Name: **SYNTHETIC OPIATE DETOXIFICATION**

Service ID Code: **A&D 99**

I. **Service Description and Performance Standards**

Synthetic Opiate Detoxification services must comply with OAR 415-20-000 through 415-20-0901 and Federal Methadone Regulations (21 CFR), and must have a current Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs (OADAP).

Synthetic Opiate Detoxification services may include the administration of prescribed methadone or levo-alphaacetylmethadol hydrochloride (LAAM) or other synthetic opiate. Synthetic Opiate Detoxification programs are required to give priority for admission to clients referred from community intensive residential treatment facilities (CIRTS), Department of Corrections Treatment Programs, and agencies of the Department of Human Resources.

Synthetic Opiate Detoxification provides non-residential assessment and treatment to persons who are not in need of 24-hour supervision for effective treatment of their opiate dependency. Synthetic Opiate Detoxification combined with rehabilitative counseling (i.e., individual, group, and family counseling) enables the patient to leave the drug-seeking street life in favor of a normal lifestyle. Clients are also referred for ancillary services, such as educational or vocational training, consumer living skills training and recreational therapy.

Clients must be enrolled in Synthetic Opiate Detoxification, instead of Synthetic Opiate Maintenance, if:

- a) They are unable to qualify for methadone maintenance as described in OAR 415-20-025; or
- b) They are expected to detoxify from methadone within 180 days.

Utilization of service units awarded in the Grant Award must be 100% or greater on a monthly basis. Under-utilization for three consecutive months may result in reduction of payment amount. Utilization will be computed by summing the utilization rates of both Synthetic Opiate Detoxification (A&D 99) and Synthetic Opiate Maintenance (A&D 69).

Program performance must utilize 100% of service units with a minimum of 50% of the listed criteria being met on a quarterly basis:.

PERFORMANCE STANDARDS	Percent of Total <u>Clients Served</u>
Change in Employability	40%
Employment Improvement	8%
Maintain Employment	80%
Educational Advancement	5%
Not Arrested During Treatment	65%
Abstinent/Drug Free 30 Days Prior to Discharge	35%
Completed Treatment	30%

II. Special Reporting Requirements

A list of open clients will be sent to the provider monthly. This list must be reviewed to identify clients who have not been served within the past thirty (30) days. These clients must be terminated on the Client Process Monitoring System (CPMS).

III. Payment Procedures

Payment is based on the dollar amounts and service capacity specified in the Grant Award. Funds are disbursed through monthly allotments, which may be adjusted, at the Division's discretion, to meet cash flow requirements for continued service operation.

Contract settlement will reconcile any discrepancies which may have occurred during the biennium between payments and amounts due.

EXHIBIT B

SPECIALIZED SERVICE REQUIREMENTS

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
1999-2001 County Financial Assistance Grant Agreement

EXHIBIT B
Specialized Service Requirements

Service Name: Local Administration
Service Element I.D. Code: LA 01
Specialized Service: MEDICAID AUTHORIZATION SPECIALIST
Exhibit B Code: 01A

I. Description of Service and Performance Standards (exceeding Exhibit A)

The Medicaid Authorization Specialist (MAS) will authorize extended care services for Medicaid-eligible children. Additionally, the MAS will assist in referral, participate in concurrent review, and assist in discharge planning for Medicaid-eligible children who are not enrolled in a managed care program.

The Medicaid Authorization Specialist must be a Qualified Mental Health Professional in accordance with the requirements of OAR 309-016-0000 through 309-016-0230.

II. Reporting Requirements (Exceeding Exhibit A)

None.

III. Payment Procedures (Exceeding Exhibit A)

None.

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Service Name: Adult Mental Health Services
Service Element I.D. Code: MHS 20
Specialized Service: PROTECTIVE SERVICES
Exhibit B Code: 20A

I. Description of Service and Performance Standards (exceeding Exhibit A)

Community programs and community facilities are required to investigate and report allegations of abuse that involve adult consumers of mental health services and to provide protective services to prevent further abuse. These protective service, investigation, and reporting requirements are defined by ORS 430.734 through 430.765 "Abuse Reporting for Mentally Ill or Developmentally Disabled", and OAR 309-40-200 through 309-40-290 "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

A. Initial Actions

Upon receiving a report of alleged abuse, a community program or community facility must notify the Division immediately by telephone, complete and forward an "Initial Complaint Form" to the Division, and initiate protective services as necessary and appropriate (OAR 309-40-230, ORS 430.737, 430.743, and 430.745).

B. Protective Services and Abuse Investigations

Community programs are required to provide protective services to adults in order to prevent further abuse as required by OAR 309-40-250 and ORS 430.745. Investigations of alleged abuse must be conducted as defined by OAR 309-40-240 and ORS 430.747 and 430.743.

C. Reporting Requirements

Reports detailing the allegation(s) of abuse and protective services provided must be completed and submitted to Division as specified in OAR 309-40-260 and ORS 430.745 and 430.757. Additional information to a report may be required of a community program or community facility by the Division in order to fully understand and to take corrective action(s) based on the allegation(s) of abuse.

II. Reporting Requirements (exceeding Exhibit A)

Community programs and community facilities will submit such special reports as may be reasonably requested by the Division related to the provision of protective services and allegations and reports of abuse involving adult consumers of mental health services.

III. Payment Procedures (exceeding Exhibit A) - None

Service Name(s): Adult Mental Health Services
Residential Care Facilities
Adult Foster Care Services
Older/Disabled Adult Mental Health Services
Special Projects

Service Element I.D. Code: MHS 20, MHS 28, MHS 34, MHS 35, MHS 37
Specialized Service: EXTENDED CARE PROJECTS
Exhibit B Code: 20C

I. Description of Service and Performance Standards (exceeding Exhibit A)

Extended Care Projects (ECPs) are programs and services established to support persons in community settings who have histories of or who are at immediate risk of long-term state hospital services. These projects include the PASSAGES projects, the Psychiatric/Vocational projects, and designated "365 Plans", all authorized by the Legislature to achieve and maintain mandated state hospital census reductions.

Extended Care Projects provide a variety of services deemed to be medically necessary for the diagnosis, correction, or improvement of a mental condition for persons approved as eligible by the Extended Care Management Unit. Services and supports provided by Extended Care Projects include assessment, medication management, case management, crisis intervention, rehabilitation, and residential supports in accordance with the following OARs:

- (1) 309-16-000 through 309-16-130: "Medicaid Payment for Community Mental Health Services;"
- (2) 309-32-525 through 309-32-605: "Standards for Adult Mental Health Services;"
- (3) 309-33-200 through 309-33-340: "General Standards for Civil Commitment;"
- (4) 309-33-600 through 309-33-650: "Standards for Obtaining Informed Consent to Treatment from a Person and the Administration of Significant Procedures without the Informed Consent of a Committed Person at Community Hospitals, Nonhospital Facilities, and Residential Facilities Approved by the Division;"
- (5) 309-33-700 through 309-33-740: "Standards for the Approval of Community Hospitals and Nonhospital Facilities to Provide Seclusion and Restraint to Committed Persons in Custody or on Diversion;"
- (6) 309-35-100 through 309-35-190: "Residential Care Facilities for Mentally or Emotionally Disturbed Persons;" and
- (7) 309-40-000 through 309-40-100: "Adult Foster Homes."

Performance Standards include:

- A. 100% of persons served must be approved as eligible by the Extended Care Management Unit (ECMU) of the Division's Office of Mental Health Services (OMHS). Individual placements in a Passages project, "365 Projects," and Psychiatric/Vocational Programs (otherwise known as "Extended Care Projects") must be approved by OMHS and the ECMU.
- B. Persons eligible for an Extended Care Project (ECP) must be discharged from adult general units of state hospitals or transferred from regional acute care facilities if they would otherwise have been transferred from extended state hospital care and/or otherwise approved for admission by the Extended Care Management Unit.
- C. All persons admitted must also meet the specific ECPs admission criteria.

II. Reporting Requirements (exceeding Exhibit A)

Data will be submitted, as may be reasonably requested by OMHS, or contractors of OMHS, as related to the assessment of outcomes of Extended Care Projects.

The County of Responsibility remains the same as it was prior to most recent discharge from State Hospital and admission to Extended Care Project.

III. Payment Procedures (exceeding Exhibit A)

None.

Service Name: Child and Adolescent Mental Health Services
Service Element I.D. Code: MHS 22
Specialized Service: TREATMENT FOSTER CARE
Exhibit B Code: 22A

I. Description of Service and Performance Standards (exceeding Exhibit A)

Treatment Foster Care (TFC) provides individual skills training services to Medicaid-eligible children in specialty foster homes approved by the Services to Children and Families Division.

- A. Foster care providers will provide individual skills training to a maximum of two (2) TFC children per home, for up to forty (40) hours per month per child.
- B. Foster care providers delivering TFC services will be designated by the county as Qualified Mental Health Associates (QMHA) or Qualified Mental Health Professionals (QMHP).
- C. A QMHA must be supervised by a QMHP.
- D. Services, professional qualifications and supervision must be in accordance with OAR 309-16-000 et seq.

III. Reporting Requirements (exceeding Exhibit A)

None.

IV. Payment Procedures (exceeding Exhibit A)

- A. TFC services must be billed using BA code 130 (Treatment Foster Care). Payments will be disbursed by the Office of Medical Assistance Programs.

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Service Name: Older/Disabled Mental Health Services
Service Element I.D. Code: MHS 35
Specialized Service: GERO-SPECIALIST
Exhibit B Code: 35A

I. Description of Service and Performance Standards (exceeding Exhibit A)

A Gero-Specialist provides mental health services to persons over age 65 who reside in Senior and Disabled Services Division (SDSD) licensed facilities and are at risk of state supported hospitalization. Services are provided in accordance with OAR 309-32-525 et seq. and OAR 309-16-000 et seq.

(1) Other Related Services. Other services provided include, but are not limited to: screening; referral; program planning; and training and consultation to SDSD staff, AAA staff, and caregivers for elderly persons.

(2) Gero-Specialist Responsibilities:

- (a) Regularly access a psychiatrist or nurse practitioner for case and medication review.
- (b) Regularly participate in interdisciplinary meetings with SDSD staff or contractors serving eligible residents.
- (c) Provide discharge assistance and provide, or arrange for, short term follow-up services for geriatric clients being discharged into the County from in-patient psychiatric hospitals.
- (d) Be available to County's crisis team and SDSD protective services for consultation on geriatric cases.

The Gero-Specialist must be a Qualified Mental Health Professional in accordance with the requirements of OAR 309-16-000 et seq., and have training or experience in geriatrics.

II. Reporting Requirements (exceeding Exhibit A)

The provider must enroll all eligible residents on Division's Client Process Monitoring System (CPMS).

III. Payment Procedures (exceeding Exhibit A)

None.

Service Name: Older/Disabled Adult Mental Health Services
Service Element I.D. Code: MHS 35
Specialized Service: SDSD Residential
Exhibit B Code: 35B

I. Description of Service and Performance Standards (exceeding Exhibit A)

Residential services are provided in a Senior and Disabled Services Division (SDSD) licensed facility to an identified client who is ineligible for SDSD Support.

A written agreement will be maintained with local SDSD and residential provider that addresses: SDSD approval for the placement, services to be provided by each agency, and an annual review of the appropriateness of the placement.

II. Reporting Requirements (exceeding Exhibit A)

A. The Office of Mental Health Services (OMHS) must be notified when placement is discontinued.

B. A copy of the written agreement with SDSD must be sent to OMHS by 6/30 of each fiscal year.

III. Payment Procedures (exceeding Exhibit A)

None.

Service Name: Special Projects
Service Element I.D. Code: MHS 37
Specialized Service: SECURE RESIDENTIAL TREATMENT FACILITY
Exhibit B Code: 37A

I. Description of Service and Performance Standards (exceeding Exhibit A)

Secure Residential Treatment Facility (SRTF) services include the provision of room, board, personal care, mental health treatment and psychiatric rehabilitation services provided on a daily basis in a locked residential facility licensed by Division. These services are for persons discharged from state psychiatric hospitals or local acute psychiatric programs who have a history of behaviors that are harmful to themselves or others. SRTFs must comply with OAR 309-35-100 through 309-35-190.

- A. Rehabilitative Services. These include services such as: mental health assessment, diagnosis, and treatment plan development; monitoring and management of psychotropic medications; development of behavioral programs; establishment of a therapeutic milieu; group and individual skills training; consultation to other agencies/providers serving residents.
- B. Security. The facility and grounds will be locked to prevent free egress by residents in compliance with Building Code and Uniform Fire Code provisions. While a secure environment will be maintained, the facility will be residential in nature and as homelike as possible.
- C. Staffing. SRTF staffing will include a combination of on-site Qualified Mental Health Professionals, Qualified Mental Health Associates and other positions sufficient to meet the security, behavioral, recreational, and mental health needs of residents, as identified in their service plans, on a 24-hour basis.

Performance Standards include:

- A. 100% of the residents served must be approved by the Extended Care Management Unit.
- B. Maintain at least 95% of contracted bed utilization as set forth in the Grant Award.

II. Reporting Requirements (exceeding Exhibit A)

Data will be submitted as may be reasonably requested by Division's Office of Mental Health Services (OMHS), or contractors of OMHS, related to the assessment of outcomes of SRTF services.

III. Payment Procedures (exceeding Exhibit A)

None.

Service Name: Special Projects
Service Element I.D. Code: MHS 37
Specialized Service: OMHS HOUSING FUND AWARDS
Exhibit B Code: 37B

I. Description of Service and Performance Standards (exceeding Exhibit A)

The Office of Mental Health Services Housing Fund (OMHS/HF) program awards funding for the development or preservation of housing for persons with serious mental illness who are at risk of psychiatric hospitalization or homelessness. These funds are made available in accordance with Start-Up Requirements specified in the Financial Procedures Manual. The purchase of furniture or equipment, which does not become part of the real property, is not permitted.

In addition to the provisions for Start-Up in the Financial Procedures Manual, it must be shown that approved costs will not be covered by other sources of funding available to the project, as applicable.

II. Reporting Requirements (exceeding Exhibit A)

None.

III. Payment Procedures (exceeding Exhibit A)

Funds are disbursed as described in the Financial Procedures Manual.

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Service Elements: Residential Facilities
 Supported Living Services
 ICF/MR
 Non-Relative Foster Homes

Service Element I.D. Code: DD 50, DD 51, DD 52, DD 58

Specialized Service: DEVELOPMENTAL DISABILITY RESIDENTIAL SERVICES

Exhibit B Code: 50A

I. Service Description and Performance Standards (exceeding Exhibit A)

Performance standards to be met for all Grant Award amounts designated as subject to this Exhibit B, 50A, are as follows:

A. Vacancies

1. When an individual is terminated from a Developmental Disability (DD) residential service provided under this Agreement or provided under a direct contract between the state and a private Intermediate Care Facility for the Mentally Retarded (ICF/MR), the highest priority for filling the vacant slot created by that termination must be given to a person from a state training center, or a person eligible for DD Diversion Services as defined in Oregon Administrative Rules (OAR) 309-41-0300 through 0335 or any subsequent revision thereof.

An individualized plan will be jointly approved by the COUNTY Community Mental Health Program (CMHP) and DIVISION's Office of Developmental Disability Services (ODDS). For purposes of this requirement, "residential service" includes: Residential Facilities (DD 50); ICF/MR (DD 52); and Supported Living Services (DD 51) and Non-Relative Foster Home (DD 58) services for individuals whose DD 51 or DD 58 rate is over \$800 per month.

2. Procedures to be followed when a vacancy (as defined in this Exhibit B) occurs are as follows:
 - a. DIVISION must be notified of the vacancy as soon as possible. Notification must be given to the ODDS Regional Coordinator assigned to work with COUNTY.
 - b. Eligible individuals (as defined in this Exhibit B) known to the COUNTY CMHP or DIVISION will be considered relative to their needs and circumstances. The capacity of the program to serve these individuals will also be considered.
 - c. For the first sixty (60) days of any given vacancy, consideration of referrals to fill the vacancy may be limited to eligible individuals residing in the DIVISION-defined region of which COUNTY is a part. After sixty

(60) days, referrals of eligible individuals from outside of its region must be considered.

- d. After the COUNTY CMHP and DIVISION agree on the individual to fill the vacancy, the ODDS Regional Coordinator will send a confirming memo to COUNTY CMHP's DD Program Manager, with copies to other interested parties.
 3. If the vacancy cannot be filled in the manner outlined above, DIVISION may approve other individual(s) selected by the COUNTY CMHP, or may recover funds for any slot vacant for more than 90 days.
 4. Service rates may be renegotiated based on the needs of the new individual(s) enrolled under the conditions described above. The amount payable under the Agreement may be adjusted by DIVISION based on the outcome of those negotiations, through an amendment to the Grant Award.
- B. Day Habilitation Funds Included in Residential Rates: Residential Facilities (DD 50), Supported Living (DD 51) allocations, and/or Adult Foster Home (DD 58) limitation may include funds for day habilitation activities for residents who are not receiving Employment or Alternative Services (DD 54), because the individuals are attending school, or because DD 54 services are either not available or not appropriate for the individuals. If any such DD 50 or DD 51 slot, or DD 58 limitation, is no longer being used for an individual who has no vocational service, COUNTY shall agree to amend the Grant Award to reduce the DD 50, DD 51, or DD 58 allocation/limitation and, if appropriate, to transfer the funds to Employment and Alternative Services (DD 54) or other service element.
- C. Tax-Exempt Status
- Residential Facilities (DD 50) providers occupying housing developed with financing authorized by DIVISION and obtained through the Oregon Housing and Community Services Department must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to DIVISION's ODDS Housing Development Section.
- D. Provider Selection and Client Placement in Community Integration Project (CIP) Homes
1. The requirements of this section apply to "CIP homes", i.e., housing which:
(a) is owned by a public housing agency or private, non-profit housing agency; (b) is rented or leased to COUNTY or COUNTY Provider for provision of DIVISION-funded Residential Facility (DD 50) services as defined in this Agreement; and (c) was obtained, constructed and/or

remodeled, in part or in whole, with state funds and/or Oregon General Obligation Bonds, and is subject to trust deed(s) securing the state's interest in the property.

2. DIVISION will provide COUNTY with a written list of properties within its jurisdiction which meet the above definition. For each such house, the list will include the property address, the name of the public or private housing agency which owns the property, and the housing agency contact person.
3. Provider selection: When seeking a new Provider to deliver services in a CIP home, the following activities are required:
 - a. The following must be sent to the housing agency which owns the home:
 - 1) A copy of the contractor solicitation document(s) for provision of the residential services, on or before the date these documents are released to the public; and
 - 2) A list of respondents to the contract solicitation and copies of each respondent's proposal, or a list of respondents that are considered finalists in the selection process and copies of each finalist's proposal.
 - b. The housing agency that owns the home must be given a minimum of five (5) working days to send written comments about solicitation respondents' or finalists' lease performance history, including problems such as non-payment of rent or other major lease violations. This information must be considered, but will not be binding in the selection of a Provider for services in the CIP home.
4. Changes in resident(s) in any CIP home:
 - a. A "change in residents" is any placement of a new individual or group of individuals that is expected to be ongoing or permanent.
 - b. When a change in residents of a CIP home is proposed, the housing agency that owns the home must be notified. Notification will be made using a "client transfer form" prescribed by DIVISION, and will include, at a minimum: location of change (address of home); date of the change; issues affecting the physical environment of the home and changes requested in the home to address those issues.
 - c. The notification of change in resident(s) must be sent to the housing agency at the earliest possible date, but not later than 14 days after the individual's(s') placement in the CIP home.

II. Special Reporting Requirements (exceeding Exhibit A)

None.

III. Payment Procedures (exceeding Exhibit A)

None.

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200

200

Service Element(s): All Developmental Disability Service Elements
Except Nursing Facility Specialized Services (DD 45)
and High School Transition (DD 90)

Service Element I.D. Code: DD 44, DD 47, DD 48, DD 49, DD 50, DD 51,
DD 53, DD 54, DD 56, DD 57, DD 58, DD 59, DD 157

Specialized Service: COMMUNITY INTEGRATION PROJECTS (CIP)

Exhibit B Code: 50B

I. Service Description and Performance Standards (exceeding Exhibit A)

"CIP" refers to community programs developed to serve individuals discharged from state training centers as part of the DIVISION's successive Community Integration Projects (CIP). "CIP V" refers to the relocation of people from state training centers from July 1, 1997 through June 30, 2001.

Specialized Service Requirements described in this Exhibit apply to services developed as part of CIP V. The requirements do not apply to services developed prior to July 1, 1997, under CIP I, II, III, and IV.

Performance standards to be met for all Grant Award amounts designated as subject to this Exhibit B, 50B, are as follows:

- A. Level of care: All medical and/or other support services must be provided as required in each CIP client's individual placement plan as agreed upon by the state training center, if applicable, and DIVISION and/or the COUNTY Community Mental Health Program (CMHP) prior to placement in the community. Services may be modified if approved and documented in the Individual Support Plan (ISP). DIVISION must be notified immediately, in writing, if, for any reason, this requirement cannot be met.
- B. Provider Registration: Information must be provided as requested by DIVISION to enable registration of all CIP service providers in CPMS in compliance with federal requirements for administration of Title XIX funds.
- C. Training: All Providers of CIP V services must participate in CIP training provided by DIVISION, or DIVISION training contractors, unless DIVISION specifically exempts a Provider, in writing, from such training. Training may include, but is not limited to, the following areas: behavior management; supported employment (for vocational service providers); skill training; and DIVISION's Residential Outcomes System (ROS) (for residential providers).

D. CIP V Case Management:**1. Designation of CIP V Case Managers:**

- a. Specific case manager(s) will be designated to provide DD 48 services for individuals placed in County as part of CIP V (hereinafter referred to as "CIP V individuals"). DIVISION's Office of Developmental Disability Services (ODDS) Chief of Development (or his/her designee) must be notified of the names of the designated CIP V case manager(s). Such notification must be in writing, and is due no later than five (5) working days after the effective date of this Agreement or of an amendment to the Grant Award adding DD 48 funds for CIP V individuals. Case manager assignments required under this section must be maintained at least for the period beginning three (3) months prior to each CIP V individual's discharge from the training center, through the first 24 months of the individual's services located in the County, unless a designated CIP V case manager is no longer employed to provide DD 48 services, or has been reassigned, in which case a replacement case manager must be designated according to the requirements of this section.
- b. DIVISION's ODDS Chief of Development (or his/her designee) must be notified immediately, in writing, of any changes in designated case managers for CIP V individuals.
- c. CIP V case management is based on a 1:35 ratio, i.e. 1.0 full-time-equivalency (FTE) case manager for 35 service recipients. DD 48 services for CIP V individuals will not be billed at the "Intensive Rate" for the "Priority Population", both as defined and provided for in this Agreement's Exhibit A for Case Management (DD 48) services, unless those individuals meet all conditions as specified in that same Exhibit A.
- d. CIP V individuals in group(s) of up to ten (10) must be assigned to a single designated case manager. Remaining individuals following assignment of the group(s) of ten (10) must also be assigned to one (1) designated case manager.

2. **Management of Individual Program Plans (IPP):** An IPP is a plan approved by DIVISION for services to be provided for a transitional period when an individual moves from a state training center to the community. Providers of DIVISION-funded employment and residential programs will not make changes in the IPP for CIP V individuals without the designated case manager's approval.

3. Additional CIP V Case Management Duties: Assignment and/or adjustment of caseloads of case managers designated for CIP V individuals must be made in such a way as to ensure that the CIP V case managers provide the following services and activities:
 - a. Attendance at pre-discharge meetings (i.e., meetings prior to CIP V individuals' discharge from a state training center) as requested by DIVISION. Documentation of the issues discussed and decisions made at these meetings must be included in the case manager's progress notes in the individual client records.
 - b. For the first 24 months following a CIP V individual's relocation from a training center, the individual must be visited at both his/her residential and employment/day programs a minimum of once a month, and documentation must be maintained of the review of the following, using forms prescribed by DIVISION:
 - i) All relevant records and data, including the Essential Lifestyles Plans, as defined by DIVISION, to determine that the Individual Support Plan (ISP) services and supports are being provided and/or revised following the recommendations of the ISP team;
 - ii) Behavioral, medical, medication documents and ancillary service reports to determine if these services are being implemented; and
 - iii) Incident reports and abuse reports to determine that the individual's health and safety needs are being addressed as specified in applicable Oregon Administrative Rules (OARs).
 - c. Unless the individual and/or family objects, the legal representative, family member, or advocate must be contacted to:
 - i) Determine if the legal representative, family, or advocate have any concerns regarding any services or supports; and
 - ii) Ensure that the ISP team designates one of its members to notify and/or update the legal representative, family or advocate of any developments that significantly impact the individual, or of any changes in services and supports specified in the individual's ISP.
 - d. Attendance at semi-annual meetings with DIVISION staff regarding transition.

Service Element(s): Residential Facilities

Service Element I.D. Code: DD 50

Specialized Service: DD MEDICAL HOMES

Exhibit B Code: 50C

I. Service Description and Performance Standards (exceeding Exhibit A)

Certain Residential Facilities serve individuals with developmental disabilities (DD) who have significant medical care needs.

Performance standards to be met for all Grant Award amounts designated as subject to this Exhibit B, 50C, are as follows:

- A. DIVISION's nursing consultant must be allowed to participate in planning for and monitoring services in the home.
- B. For each individual in the home, a written Medical Support Plan (MSP) must be developed and monitored by the organization providing the Residential Facilities (DD 50) services, hereinafter referred to as the "Residential Provider". This plan will be incorporated into the individual's Individual Support Plan (ISP). Each Medical Support Plan will be reviewed and updated by the Residential Provider as needed. Changes from the previous MSP must be documented in writing and must be approved by the ISP team.
- C. If medical care management deficiencies are identified by DIVISION's nursing consultant or the ISP team, a Corrective Action Plan must be developed by the Residential Provider, and must be approved by the affected client's DD case manager or service coordinator.
- D. The Residential Provider will enter into and maintain written contracts or agreements with any individuals or organizations for consultant and other support services required in the ISP that will not be provided by the Residential Provider's employees.
- E. The Residential Provider will provide pre-service and in-service training to residential facility staff and subcontracted consultant/support services staff. (Pre-service training is instruction prior to the individual commencing service duties in the home.)

At a minimum, the Residential Provider will:

- 1. Prepare and implement, at least once per year, a training plan that addresses the pre-service and in-service training needs of its employees

and consultants/subcontractors providing care in the medical home. A copy of the annual training plan will be made available to the DIVISION upon DIVISION's request.

2. Provide all residential staff with pre-service training to include, at a minimum, CPR and First Aid Certification, plus an additional twelve (12) hours of pre-service training, at least six (6) of which must be training in individualized personal care management and medical management.

II. Reporting Requirements (exceeding Exhibit A)

None.

III. Payment Procedures (exceeding Exhibit A)

None.

Service Element(s): Special Projects

Service Element I.D. Code: DD 57

Specialized Service: REGIONAL TRAINING PROGRAMS

Exhibit B Code: 57A

I. Service Description and Performance Standards (exceeding Exhibit A)

Regional Training Programs assess training needs and develop and implement training plans for DIVISION-funded providers of developmental disability services in regions designated by DIVISION. A Regional Training Committee is responsible for planning and overseeing delivery of the training.

Performance standards to be met by Regional Training Programs are as follows:

- A. The Regional Training Committee must include representatives of all counties in the designated region, and a broad constituency of service providers and service consumers from the region.
- B. Regional Training Programs must be provided in accordance with a plan approved in writing by DIVISION. The Regional Training Plan must conform to the following requirements, unless otherwise approved in writing by DIVISION:
 - 1. The Regional Training Plan must be submitted by August 15, 1999, or within 45 days of the initial award of DD 57 Regional Training funds to COUNTY, whichever is later.
 - 2. Line-item budget:
 - a. A line-item budget is required as part of the Plan. The budget must list proposed revenues and expenditures for each fiscal year, as well as the biennial total, and it must contain a level of detail acceptable to DIVISION. The fiscal year detail will be used for planning purposes only. The biennial total will be used for purposes of Contract Settlement.
 - b. Within the approved line-item budget, the Regional Training Program may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay without prior approval. Transfers that exceed 15% and all transfers to Capital Outlay must be prior-approved by DIVISION. DIVISION may, at its discretion, transfer

funds approved for Capital Outlay to Start-Up in Part C of the Grant Award.

3. A revised plan and revised budget must be submitted within 45 days of execution of any amendment to the Grant Award that changes the biennial Regional Training allocation.

II. Special Reporting Requirements (exceeding Exhibit A)

A. Reports Required:

1. Performance Reports: 6-month and annual performance reports will, at a minimum, describe progress in achieving specific goals and objectives stated in the approved Regional Training Plan, including: the number and types of training provided; number of participants and affiliations as applicable; and outcomes/evaluation of training provided.
2. Financial Reports: a) Interim reports of actual revenue and expenditures for each 6-month period (July-December; January-June) included in the Agreement; and b) Final report of actual revenues and expenditures for the biennium. Reports will, at a minimum, show actual revenues and expenditures in at least the same level of detail as in the approved line-item budget, and will include information for the report period, as well as cumulative information for the Agreement period-to-date.

B. Report Due Dates

Performance and Expenditure Reports are due as follows:

For July - December 1999:	Due February 29, 2000
For January - June 2000:	Due August 31, 2000
For July - December 2000:	Due February 28, 2001
For January - June, 2001:	Due August 31, 2001

If either the Regional Training Program or the entire Agreement is terminated prior to June 30, 2001, final performance and financial reports will be due 60 days after such termination.

C. Copies Required

1. All reports will be submitted in duplicate to DIVISION's Office of Developmental Disability Services (ODDS), with one copy provided to the ODDS Contracts Unit, and one to the ODDS Training Coordinator.

2. A copy of the Final Financial Report must also be submitted to DIVISION's Community Accounting Section.

III. Payment Procedures (exceeding Exhibit A)

- A. Basis of payment: Payment is based on reimbursement for actual allowable expenditures resulting from delivery of the services as specified above and made in accordance with a line-item budget approved by DIVISION, except that payment is limited to the cumulative biennial total authorized for the Regional Training Program as specified in the Grant Award.
- B. Disbursement of funds: Funds are disbursed through monthly allotments, which may be adjusted, subject to approval by DIVISION, to: a) meet cash flow requirements; or b) to recover unexpended funds based on information provided in interim expenditure reports. DIVISION may withhold payments pending approval of the Regional Training Plan and line-item budget, as required above.
- C. Contract Settlement: Contract Settlement will reconcile any discrepancies between payments and actual allowable expenditures as reported in the final financial report for the biennium.

EXHIBIT C

REQUIRED PROVIDER CONTRACT PROVISIONS

1. Provider shall comply with all applicable provisions of that certain 1999-2001 County Financial Assistance Grant Agreement dated as of 7/1/99 between the State of Oregon acting by and through the Mental Health and Developmental Disability Services Division of its Department of Human Resources and Multnomah County.
2. Provider shall comply with all applicable federal, state and local laws including but not limited to all applicable federal and state statutes, rules and regulations.
3. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, Division or County.
4. Provider shall defend, save and hold harmless the State of Oregon, Division, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this contract.
5. Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, automobile liability insurance with a combined single limit per occurrence of not less than \$500,000.
6. Provider shall obtain, at Provider's expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, comprehensive or commercial general liability insurance covering bodily injury and property damage. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this contract. The combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Each annual aggregate limit shall not be less than \$500,000 when applicable.
7. Provider, its subcontractors, if any, and all employers providing work, labor or materials under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. This shall include employers' liability insurance with coverage limits of not less than \$100,000 each accident. Providers who perform the work without the assistance of labor or any employee need not obtain such coverage.

8. Provider shall name the State of Oregon, Division, County, and their divisions, officers, and employees as additional insureds on any insurance policies required herein with respect to Provider's activities being performed under the contract. Such insurance shall be evidenced by a certificate of insurance, issued by an insurance company licensed to do business in the State of Oregon and shall contain a 30-day notice of cancellation endorsement. Provider shall forward a copy of the certificate(s) of insurance to County prior to commencement of the services under this contract. In addition, in the event of unilateral cancellation or restriction by Provider's insurance company of any insurance coverage required herein, Provider shall immediately notify County orally of the cancellation or restriction and shall confirm the oral notification in writing within three days of notification by the insurance company to Provider.

EXHIBIT D

DESCRIPTION OF FINANCIAL ASSISTANCE

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)
1999-2001

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/10/1999

AGREEMENT#: 26-001
GRANT AWARD#: 003

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 20 NON-RESIDENTIAL ADULT MH SERV							
A	7/1999- 6/2000	N/A	\$1,260,497	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$1,260,497	\$0	0. CSM	N/A	
B	7/1999- 6/2000	N/A	\$194,432	\$0	0. CSM	20C	
B	7/1999- 6/2000	N/A	\$77,256	\$0	6. SLT	N/A	
B	7/2000- 6/2001	N/A	\$194,432	\$0	0. CSM	20C	
B	7/2000- 6/2001	N/A	\$77,256	\$0	6. SLT	N/A	
SUBTOTAL SE# 20			\$3,064,370	\$0			
SE# 22 COMMUNITY TRTMT SVS FOR CHLDR							
A	7/1999- 6/2000	N/A	\$403,677	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$403,677	\$0	0. CSM	N/A	
B	7/1999- 6/2000	N/A	\$633,088	\$0	0. CSM	N/A	
B	7/1999- 6/2000	N/A	\$268,214	\$0	10. SLT	22A	
B	7/2000- 6/2001	N/A	\$633,088	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$268,214	\$0	10. SLT	22A	
SUBTOTAL SE# 22			\$2,609,958	\$0			
SE# 24 ACUTE CARE MHS							
A	7/1999- 6/2000	N/A	\$2,440,412	\$0	6.93333 ADP	N/A	
A	7/2000- 6/2001	N/A	\$2,440,412	\$0	6.93333 ADP	N/A	
SUBTOTAL SE# 24			\$4,880,824	\$0			
SE# 25 CRISIS MHS							
A	7/1999- 6/2000	N/A	\$3,319,880	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$3,319,880	\$0	0. CSM	N/A	
SUBTOTAL SE# 25			\$6,639,760	\$0			
SE# 28 RESIDENTIAL CARE FACILITY							
A	7/1999- 6/2000	N/A	\$514,043	\$0	35. SLT	20C	

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/10/1999

AGREEMENT#: 26-001
GRANT AWARD#: 003

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
A	7/1999- 6/2000	N/A	\$1,528,770	\$0	160. SLT	N/A	
A	7/2000- 6/2001	N/A	\$514,043	\$0	35. SLT	20C	
A	7/2000- 6/2001	N/A	\$1,528,770	\$0	160. SLT	N/A	
SUBTOTAL SE# 28			\$4,085,626	\$0			

SE# 30 PSRB

A	7/1999- 6/2000	N/A	\$111,589	\$0	8. SLT	20C	
A	7/1999- 6/2000	ARKMIT-481111	\$4,766	\$0	1. SLT	N/A	
A	7/1999- 6/2000	DDIONE-500128	\$6,258	\$0	1. SLT	N/A	
A	7/1999- 6/2000	OB-IMZ-500721	\$4,427	\$0	0. SLT	N/A	
A	7/1999- 6/2000	RIAILI-480326	\$4,766	\$0	1. SLT	N/A	
A	7/1999- 6/2000	N/A	\$661,535	\$0	67. SLT	N/A	
A	7/2000- 6/2001	N/A	\$111,589	\$0	8. SLT	20C	
A	7/2000- 6/2001	ARKMIT-481111	\$4,766	\$0	1. SLT	N/A	
A	7/2000- 6/2001	DDIONE-500128	\$6,258	\$0	1. SLT	N/A	
A	7/2000- 6/2001	OB-IMZ-500721	\$4,427	\$0	0. SLT	N/A	
A	7/2000- 6/2001	RIAILI-480326	\$4,766	\$0	1. SLT	N/A	
A	7/2000- 6/2001	N/A	\$661,535	\$0	67. SLT	N/A	
SUBTOTAL SE# 30			\$1,586,682	\$0			

SE# 31 ENHANCED CARE SERVICES

A	7/1999- 6/2000	N/A	\$98,656	\$0	15. SLT	N/A	
A	7/2000- 6/2001	N/A	\$98,656	\$0	15. SLT	N/A	
B	7/1999- 6/2000	N/A	\$403,705	\$0	0. CSM	20C	
B	7/2000- 6/2001	N/A	\$403,705	\$0	0. CSM	20C	
SUBTOTAL SE# 31			\$1,004,722	\$0			

SE# 34 ADULT FOSTER CARE MHS

B	7/1999- 6/2000	N/A	\$463,504	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$463,504	\$0	0. CSM	N/A	
SUBTOTAL SE# 34			\$927,008	\$0			

SE# 35 OLDER/DISABLED ADULT MH SVCS

A	7/1999- 6/2000	N/A	\$117,754	\$0	0. CSM	35A	
A	7/1999- 6/2000	ARTLIZ-510719	\$3,315	\$0	0. CSM	35B	
A	7/1999- 6/2000	AVIARR	\$10,695	\$0	0. CSM	35B	

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/10/1999

AGREEMENT#: 26-001
GRANT AWARD#: 003

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
A	7/1999- 6/2000	OWEULI-541016	\$5,114	\$0	0. CSM	35B	
A	7/1999- 6/2000	INKATR-400207	\$7,103	\$0	0. CSM	35B	
A	7/1999- 6/2000	HARIDO-590706	\$3,374	\$0	0. CSM	35B	
A	7/2000- 6/2001	N/A	\$117,754	\$0	0. CSM	35A	
A	7/2000- 6/2001	ARTLIZ-510719	\$3,315	\$0	0. CSM	35B	
A	7/2000- 6/2001	AVIARR	\$10,695	\$0	0. CSM	35B	
A	7/2000- 6/2001	OWEULI-541016	\$5,114	\$0	0. CSM	35B	
A	7/2000- 6/2001	INKATR-400207	\$7,103	\$0	0. CSM	35B	
A	7/2000- 6/2001	HARIDO-590706	\$3,374	\$0	0. CSM	35B	
SUBTOTAL SE# 35			\$294,710	\$0			

SE# 37 MHS SPECIAL PROJECTS

A	7/1999- 6/2000	N/A	\$291,515	\$0	0. CSM	20C	
A	7/1999- 6/2000	N/A	\$237,895	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$291,515	\$0	0. CSM	20C	
A	7/2000- 6/2001	N/A	\$237,895	\$0	0. CSM	N/A	
B	7/1999- 6/2000	N/A	\$1,392,874	\$0	0. CSM	20C	
B	7/2000- 6/2001	N/A	\$1,392,874	\$0	0. CSM	20C	
SUBTOTAL SE# 37			\$3,844,568	\$0			

SE# 38 SUPPORTED EMPLOYMENT SERVCS

A	7/1999- 6/2000	N/A	\$209,420	\$0	500. CSM	N/A	
A	7/2000- 6/2001	N/A	\$209,420	\$0	500. CSM	N/A	
SUBTOTAL SE# 38			\$418,840	\$0			

SE# 39 CSS-HOMELESS

A	7/1999- 6/2000	N/A	\$231,250	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$231,250	\$0	0. CSM	N/A	
SUBTOTAL SE# 39			\$462,500	\$0			

SE# 129 RES/MED SERVICES

A	7/1999- 6/2000	N/A	\$975,902	\$0	22. SLT	N/A	
A	7/2000- 6/2001	N/A	\$975,902	\$0	22. SLT	N/A	
SUBTOTAL SE# 129			\$1,951,804	\$0			

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/10/1999

AGREEMENT#: 26-001
GRANT AWARD#: 003

MENTAL HEALTH SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
TOTAL SECTION 1			\$31,771,372	\$0			

TOTAL AUTHORIZED FOR MENTAL HEALTH SERVICES \$31,771,372

TOTAL AUTHORIZED FOR THIS GA: \$31,771,372

As agreed in the Financial Assistance Grant Agreement, if COUNTY fails to respond to this GA by 08/09/1999, it will be deemed a rejection by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/10/1999

AGREEMENT#: 26-001
GA#: 003

REASON FOR GA:

This Grant Award is for Mental Health (MH) Services within the Governor's 1999-2001 Recommended Budget. Amounts continue service levels approved on an ongoing basis as of December 31, 1999. Additional ongoing changes approved after that date will be reflected in a Revised Grant Award.

Trust Deed requirements are continued from 1997-99 Intergovernmental Agreement.

The Oregon State Hospital and Community Mental Health Linkage Agreement is added to the Grant Award.

Protective services Special Conditions are added to the Grant Award.

Special Conditions for the transfer of funds from the COUNTY to the DIVISION for provision of Psychiatric Day Treatment (MHS 21 formerly known as DARTS).

SPECIAL CONDITIONS:

1. Payment of funds in this Grant Award is subject to Legislative approval of DIVISION's 1999-2001 Budget at the level proposed in the Governor's Recommended Budget or higher.
2. Attachment M0000A "Oregon State Hospital and Community Mental Health Linkage Agreement 1999-2001" is added to the Grant Award as Special Conditions.
3. Attachment M0000B Protective Services is added to this Grant Award as a Special Condition.
4. In lieu of a Trust Deed and Trust Deed Note required in the 1993-95 Intergovernmental Agreement (PAAF #154), COUNTY agrees that if County's subcontractor, Mental Health Partners, Inc., does not use property so purchased or renovated for services set forth in Division 1993-95 Intergovernmental Agreement (PAAF #154) with County during the period July 1, 1999 through June 30, 2000 for any reason other than the lack of state funding, County will reimburse Division the start-up amount expended pro-rated for the portion of the five year period (July 1, 1995 through June 30, 2000) the property in question is no longer used for services required by the Agreement.
5. COUNTY shall transfer \$256,970 for the 1999-2000 fiscal year and \$256,970 for the 2000-2001 fiscal year of COUNTY General Funds to DIVISION for use by DIVISION for provision of Psychiatric Day Treatment Services for thirty preschool children who have severe emotional disturbances and are residents of Multnomah County. Ten of these slots will be located in the North/Northeast quadrant of Multnomah County. Transfer of funds shall be made within thirty days of the date of County's acceptance of the Grant Award for fiscal year

UNIT TYPE GLOSSARY

Unit Type Description	Unit Type Description	Unit Type Description
001 Generic Slot	005 Minority	010 Youth
015 SRI	020 Intensive Youth	025 Women
030 Intensive Women	035 Geriatric	040 Adult Male
045 Pregnant Women	050 Afro-American Women	ADP Average Daily Pop.
CSM Client Service Month	FTE Full Time Equivalent	SLT Slots

The undersigned certify and agree that this Grant Award contains statements of work which are incorporated as part of the community mental health and developmental disabilities biennial plan submitted under ORS 430.630 (7). Biennial payment amounts authorized in this document are contingent on performance of the work as specified in the Performance Requirements in Exhibits A and B of the Financial Assistance Grant Agreement, and or Special Conditions as cited in this form.

Loleng Polmas
County Grant Administrator
other County Designee

6/22/99
Date

Margaret Hammer
Division Contract Officer

6/18/99
Date

OREGON STATE HOSPITAL AND COMMUNITY MENTAL HEALTH
LINKAGE AGREEMENT
1999-2001

This Agreement between the State of Oregon, Mental Health and Developmental Disabilities Services Division, OREGON STATE HOSPITAL,¹ hereinafter called OSH, and Multnomah County, hereinafter called the CMHP, is authorized under [ORS 430.630(6)], and [OAR 309-14-035(2)(c)] and [OAR 309-31-215(1) and (8)]. This Agreement shall be effective upon signature of all parties through June 30, 2001. Amendments to this Agreement shall be valid only when they have been submitted in writing and approved in writing by OSH and the CMHP. All or part of this Agreement may be terminated by mutual agreement of the parties, confirmed in writing, not less than sixty (60) days prior to the date of termination. Disputes arising from this Agreement between OSH and the CMHP will be resolved, when possible, at the lowest appropriate management levels, followed by consultation. The ability to implement this agreement is dependent upon adequate fiscal resources. The county and OSH will notify the other party and MHDDSD in writing of inability to comply.

PURPOSE:

The purpose of this Agreement between OSH and the CMHP is to provide guidelines and procedures to assure an effective continuum of mental health care and treatment for the citizens of the State of Oregon through cooperation and communication prior to admission to Oregon State Hospital and during admission, treatment, and discharge. It establishes a standing, working agreement between OSH and the CMHP.

Hospitals and CMHP's will continue to transition to a managed care model. Linkage agreements will reflect this policy direction.

Basic Requirements:

1. Admission to OSH facilities will be planned and non-emergent following a period of treatment at an acute care program.
2. Actual patient transfers will occur between 8:00 AM - 4:00 PM, Monday through Friday. Exceptions will be by prior agreement with the Superintendent or Chief Medical Officer. See Appendix C in Multnomah, Washington and Clackamas Counties.
3. Negotiation of Treatment Objectives and Length of Stay: Within three working days of admission, OSH, CMHP, and the consumer will enter into an initial agreement defining treatment objectives and the expected length of stay. The formal treatment plan with clear objectives will be completed within ten days from admission.
4. If at any time OSH or CMHP cannot meet a portion of the Agreement, the county mental health manager will call the ATS program director or vice versa.

1) Oregon State Hospital includes all campuses.

ADULT TREATMENT SERVICES:

PREADMISSION AND ADMISSION RESPONSIBILITIES:

<u>Time Frame</u>	<u>CMHP</u>	<u>Hospital</u>	<u>ECMU</u>
Prior to admission.	<p>Provide liaison to respond to requirement of initial agreement in person, Ed Net, or by phone.</p> <p>To the greatest extent possible, assure that detailed information regarding each patient is made available prior to or at time of admission. The information may be obtained from acute hospital care, as well as, information from CMHP. Whenever possible, ECMU will obtain information from the acute care hospital.</p>	<p>Provide liaison to respond to initial call for referral from acute unit.</p> <p>For admissions, call the RN Coordinator: 731-8639 Pager: 790-0545</p>	<p>Provide information, if any, to both CMHP and Hospital.</p> <p>Screen all referrals for alternatives to state hospital according to protocol Appendix A.</p>
	<p>Will involve consumer in a plan to project a discharge date and possible site to the extent possible. This plan becomes the basis for decisions regarding treatment objectives and discharge readiness standards for each consumer.</p>		<p>Will assist with negotiation of agreements and serve as mediators to resolve disagreements. Will provide information of possible placement opportunities.</p>
		<p>Assure that information is provided to Treatment Team--not just admitting physician. Unit Director will coordinate information.</p>	

ADULT TREATMENT SERVICES:ADMISSION AND TREATMENT PLANNING:

<u>Time Frame</u>	<u>CMHP</u>	<u>Hospital</u>	<u>ECMU</u>
24 hrs		Admitting assessment plan. Admitting diagnosis. Physical exam.	
Days 1-3	<p>Develop initial treatment plan to address at least the following. An initial treatment plan is required by hospital policy and the PAAF (Appendix B). Hospital will notify contact person of meeting. CMHP must be available in person or by phone for this process.</p> <ol style="list-style-type: none"> 1. What led to the person being hospitalized at this time? 2. What might have prevented this hospitalization? 3. What needs to happen to help the consumer return and remain in the community? 4. What is the consumer's representation of the above? 5. Other initial requirements according to hospital policy. 6. Documentation of projected discharge setting, treatment objectives and expected length of stay. <p>This will involve frequent discussions between state hospital and CMHP staff. ECMU will work with the acute care hospital to provide as much of this information as possible.</p>		Provide specialized consultation as needed to develop treatment interventions to accomplish discharge goal.
	County will arrange presence at the meeting or a conference call with 24 hours' notice. May involve providers. Call 248-5464 X6809 OSH-P. 248-5464 X4458 OSH-S.	Hospital will notify contact person of three-day treatment plan meeting. Hospital will fax a copy of the plan to the CMHP. Schedule coordinator #: 731-8628.	

Within 10 Days	Treatment Plan. The 10 day plan is the official treatment plan, and participation of consumer, CMHP, and hospital is very important.		
	1. Identify measurable outcomes that will determine when discharge will most likely be appropriate. Outcomes will address the following areas and include consumer input: <ol style="list-style-type: none"> Symptom change, i.e., elimination of command hallucinations, absence of suicidal plans. Behavior change, i.e., identified criteria for discharge. Physical medicine evaluation and treatment, i.e., diabetes stabilized. 		
Day 10, cont'd	2. Determination of necessary community support systems., i.e., funding, appropriate discharge setting/housing, community services, case management, etc.		
	3. Length of stay will be negotiated by the Hospital, consumer and CMHP.		
	4. Will participate in treatment planning as much as possible. Contact person will forward copy of treatment plan to providers.	Hospital will send schedules of treatment planning conferences in advance or arrange for a conference call. The treatment plan will be faxed to the contact person.	Attend the planning conferences as needed.
	5. The 30 day treatment planning review will be scheduled at this time.		
	6.	OSH will update the schedule weekly.	

ADULT TREATMENT SERVICES:

ACTIVE TREATMENT:

<u>Time Frame</u>	<u>CMHP</u>	<u>Hospital</u>	<u>ECMU</u>
	Community contact will communicate with treatment team at least weekly (in person, phone, or Ed Net). CMHP will participate in treatment team meetings as often as possible for first 60 days, then monthly.	Will document input from CMHP. Staff receiving information will be responsible to enter into Medical Record.	
	Contact for patients with a stay of more than one year will be every 60 days.	Significant treatment plan changes will be faxed to CMHP liaison as they occur.	
		Will designate a community contact person, although all members of Treatment Team should be considered a resource.	
	Treatment plans are reviewed and updated at 72 hrs., 10 days, 30 days, then every 30 days for the first year, then every 60 days. Plans will be reviewed at the request of the consumer, advocates.		
	Treatment plans reviewed and updated based on documented changes in any of the discharge criteria previously described.		
	Will attend treatment team conferences in person or by telephone at least every 30 days for intermediate stay patients and 60 days for long-term patients.	Hospital will try to coordinate staffings of patients hospital-wide at county request.	Will attend treatment team conferences as needed.

PRE-DISCHARGE:

<u>Time Frame</u>	<u>CMHP</u>	<u>Hospital</u>	<u>ECMU</u>
1. 30 days prior to projected discharge (approx.) or for clinical or legal reasons.	Hospital and CMHP will specify discharge date: 1. Involve consumer choice. 2. Decision based on available options related to housing and other resources. 3. Third party providers. 4. The hospital will set up a meeting with county staff to formally determine "readiness for discharge", including setting a projected time frame and responsibilities of hospital and community.		
2.		Hospital will notify ECMU when housing options do not exist in the county of responsibility.	Make available list of placement options.
3.	Arrange community services and case management. Assist in arranging medical continuity of care if requested by hospital.	Will complete State Referral for Financial & Placement Assistance Form. Medical aftercare. Other resources as needed. Hospital social worker will have responsibility for completing residential referral packets. Will send treatment strategies to provider and coordinate pre-placement visits.	
4.	County contact person will notify hospital of community psychiatrist.	Hospital psychiatrist will finalize discharge medications or plan with community psychiatrist or NP for ongoing med management. Identify issues 30 days prior to discharge including special treatment plans to be carried out.	
5.		Will coordinate preplacement visits with residential provider. Hospital will take leadership to determine process.	

6.		Plans for anti-anxiety medications will be discussed with community psychiatrist or NP.	
7.	Active involvement of family members or other advocates as necessary and approved by consumer.		
8.		OSH will establish a tracking system for benefits for each patient.	Discharge criteria must be substantially the same across all regions.
9.		Benefits must be in place as part of discharge readiness. Significant medication adjustments should not be made in the final two weeks of hospitalization without consultation and agreement of treating CMHP physician. Will obtain family input regarding discharge early in hospitalization and resolve related issues prior to discharge.	Review and approve discharge transition plan and placement related to Passages, 365, psych voc, and other ECMU resources.
10.	Based on discussions, county will determine pass-to-discharge trial visit, regular trial visit, or regular discharge.		

DISCHARGE:

<u>Time Frame</u>	<u>CMHP</u>	<u>Hospital</u>	<u>ECMU</u>
1 week prior to discharge.		<p>Hospital will convene Treatment Team meeting. (Meeting will be scheduled 30 days prior to discharge). Will cancel if patient is discharged ahead of schedule.</p> <ol style="list-style-type: none"> 1. Community liaisons and providers will participate. 2. Progress will be reviewed in relation to the original negotiated Agreement. 3. Formal notice of discharge readiness is given. (PAAF Appendix B). 	<p>ECMU gets notified of discharge readiness decision.</p> <ol style="list-style-type: none"> 1. If impass. 2. If delayed.
	If not determined earlier, County will determine discharge legal status such as pass-discharge, pass-trial-visit, or discharge.		
		Will manage all transportation.	
		Will coordinate treatment strategies and recommendations such as Behavior Management, Rehabilitation, follow-up medical care in consultation with CMHP and Provider.	
	Will send trial visit papers to court and hospital.		
		Will coordinate with both CMHP's if consumer is changing county residence.	

		Will send trial visit change of venue to court of different county of residence, if applicable.	
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DISPUTE RESOLUTION AND PROBLEM SOLVING:

- I. Disputes arising from this Agreement between the State Hospital and CMHP will be resolved when possible at the lowest appropriate clinical and management levels.
 - A. Any conflict or problem is to be discussed directly with the CMHP/OSH staff involved as soon as possible in an effort to resolve the problem.
 - B. OSH will invite CMHP staff to participate in a Patient Care Monitoring meeting involving mutual patients/clients for in-depth discussion.
 - C. If the problem continues, the CMHP/OSH supervisory staff shall be involved to attempt to resolve the issue.
 - D. ECMU staff will maintain a log of issues/concerns as a reference resource to facilitate tracking, resolution, and progress.
 - E. The CMHP Adult Services Manager or OSH Program Director may request that an unresolved problem be referred to the hospital Superintendent and the CMHP Director for discussion and action.
 - F. The CMHP Director or hospital Superintendent may request an unresolved problem be taken to the MHDDSD Assistant Administrator, Office of Mental Health Services.
- II. Disputes regarding discharge readiness are managed according to PAAF, July 15, 1994. (Appendix B).

Transportation and Transfer of Persons in Custody or on Diversion Grievance Procedure
(OAR 309-33-430, Sec. 5)

Purpose: To provide a mechanism for a consumer or guardian to grieve a transfer to a State Hospital, Community Hospital, or Non-Hospital Acute Care Facility.

Policy: The consumer or guardian will have the right to grieve transfer to another facility.

- Procedure:**
1. The consumer or guardian can express a grievance to transfer verbally or in writing.
 2. When a grievance is expressed, planned transfer will be suspended immediately.
 3. The facility in custody of the patient at the time will review the grievance at the treatment team level within 24 hours.
 - a. The team members must meet with the consumer/guardian to listen to the concerns and attempt to negotiate a settlement.
 - b. The team will respond with a decision in writing within 12 hours.
 4. If the consumer/guardian refuses the written response, the grievance will be referred to the Extended Care Management Team.
 5.
 - a. The ECMU will meet with the consumer/guardian and the treatment team within 24 hours and make a recommendation to the Administrator of the Office of Mental Health Services for a final decision.
 - b. The Administrator will respond in writing within 24 hours. This decision will be final.

Average Daily Population at State Hospitals

- A. Within three (3) working days of all admissions to adult general psychiatric beds, County will enter into an agreement defining treatment objectives and the expected length of stay for each person admitted.
- B. County will arrange community placement within one week for any person for whom it is responsible who is determined by the hospital to no longer require state hospital level of care and is ready for discharge.
- C. County will accomplish community placement, inclusive of any necessary support services for the person within existing resources or through reciprocal arrangements with other counties. If, however, in order to initiate and maintain the community placement, County is required to spend funds from any source, including state funds, for enhanced service for the person, County will be liable for such costs up to a maximum of \$10,000 in any fiscal year. If such costs exceed \$10,000, County may request additional funds from Division to serve the person. If Division funds are not available, County isn't obligated under the Agreement to provide such enhanced services.
- D. If County does not effect placement within the time described above, County will pay to Division the per diem rate for adult general state hospital services established by Division and charged to other third party payers. This rate will be charged for as long as the person remains a resident of a state hospital. Manner of payment will be as instructed by Division.
- E. County will participate in any independent reviews of disputed discharge plans within two weeks of the hospital's determination of a person's readiness for discharge. The finding of this review is not binding on the hospital for purposes of discharge but they recommend waiving all, part, or none of County's responsibility under paragraphs C. and D., above. Appeals of decisions reached in this review may be made by County to Division's Administrator.

Appendix B

DATE: July 15, 1994

1. Within three working days of all admissions to adult general psychiatric beds at Oregon State Hospital, and for Western Oregon patients admitted to Eastern Oregon Psychiatric Center, the state hospital and county will enter into an agreement defining treatment objectives and the expected length of stay for each person admitted.
2. Upon acceptance of this PAAF, county/regional Average Daily Population requirements in the Intergovernmental Agreement will be discontinued. County agrees to arrange community placement within one week for any person who for which it is responsible is determined by the hospital to no longer require state hospital level of care and is ready for discharge. County of responsibility will be determined using the policy attached.
3. County will accomplish community placement, inclusive of any necessary support services for the person within existing resources or through reciprocal arrangements with other counties. If, however, in order to initiate and maintain the community placement, county is required to spend funds from any source, including state funds, for enhanced service for the person, county will be liable for such costs up to a maximum of \$10,000 in any fiscal year. If such costs exceed \$10,000, county may request additional funds from the Division to serve the person. If Division funds are not available, county is not obligated under the Agreement to provide such enhanced services.
4. If a county does not effect placement within the time described above, the county will pay to the Division the per diem rate for adult general state hospital services established by the Division and charged to other third party payers. This rate will be charged for as long as the person remains a resident of a state hospital. Manner of payment will be as instructed by the Division.
5. In cases where there is disagreement between the county and the state hospital regarding whether a person is ready for discharge, an independent review of the case will occur within two weeks of the hospital's determination of a person's readiness for discharge. The independent review will be conducted by three persons, one selected by the state hospital, one by the CMHP and one selected jointly. The finding of this review is not binding on the hospital for purposes of discharge but may recommend waiving all, part, or none of the county responsibility under paragraphs 3 and 4 above. Appeals of decisions reached in this review may be made by the county to the Division Administrator.

Appendix C

PROTOCOL FOR METRO SAFETY NET ADMISSION TO OSH
FOR CLACKAMAS, MULTNOMAH AND WASHINGTON COUNTIES

Premise: Before the Metro Counties seek admission to OSH for Emergency Holds, the Counties will do everything in their power to avoid this contingency. They will use every crisis service available, investigate every appropriate respite and sub-acute bed, and will probe for every purchasable acute hospital bed within the Region. When all else fails and the consumer needs a hospital level of service and this is assessed by a County mental health professional as "medically necessary", the following protocol will be followed by the Metro Counties and State Hospital staff:

1. County staff will ensure that consumer is medically screened at a local emergency room.
2. County staff will ensure that consumer meets the emergency hold criteria stated in ORS 426, Oregon's commitment law.
3. County staff will call OSHP (731-8620) and relay all clinical information to the on-duty Nursing Coordinator.
4. OSHP Nursing Coordinator will be responsible to contact the Administrative OD and the Clinical OD to share information on potential admission.
5. OSHP will arrange a timely (within one hour) admission conference, either by telephone or in person (at discretion of OSH staff) with OSH M.D. responsible for admission.
6. OSH M.D. will evaluate potential Emergency Hold admission using ORS 426 admission criteria for emergency holds (keeping in mind the 1984 Appeals Court decision "State of Oregon vs. Jerry Smith").
7. Immediately upon acceptance of Emergency Hold admission, County staff will arrange transportation to the State Hospital campus in Portland or Salem.
8. If the consumer meets ORS 426 admission criteria for emergency hold, the consumer will be admitted. State staff will call for debriefing with County staff within 48 hours if there are issues related to uncertain or inappropriate diagnosis or issues related to the availability of purchasable beds in the Region.

REGION II PATIENT REFERRAL TO EXTENDED CARE FORM

Patient Name: _____ Date of Birth: _____

Patient Address: _____ Admission Date: _____

Community Hospital: _____ Discharge Date: _____

Treating Physician Name/Phone: _____ Social Security #: _____

Community Placement On D/C: _____ County/Agency: _____

Case Manager/ Phone: _____

Income Source/Amount: _____

AXIS I: _____

AXIS II: _____

AXIS III: _____

History of Present Illness (Include areas of concern - assaultiveness, criminal activity):

Current Medications (Date):

Recommendations for Treatment (Medications, psychosocial, expected length of stay). Please list. Be specific. Prioritize.

Fax'd to Placement: _____

Date Fax'd: _____

Fax'd to Responsible County:
Date

Clackamas (655-8429)

Multnomah (248-3926)
Washington (693-4522)

Physician's Signature

Protective Services

Community programs and community facilities are required to investigate and report allegations of abuse that involve adult consumers of mental health services and to provide protective services to prevent further abuse. These protective service, investigation, and reporting requirements are defined by ORS 430.734 through 430.765 "Abuse Reporting for Mentally Ill or Developmentally Disabled", and OAR 309-40-200 through 309-40-290 "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

A. Handling of Abuse Allegations - Initial Actions

Upon receiving a report of alleged abuse, a community program or community facility must notify DIVISION immediately by telephone, complete and forward an "Initial Complaint Form" to DIVISION, and initiate protective services, as necessary and appropriate (OAR 309-40-230, ORS 430.737, 430.743, and 430.745).

B. Protective Services and Abuse Investigations

Community programs are required to provide protective services to adults in order to prevent further abuse as required by OAR 309-40-250 and ORS 430.745. Investigations of alleged abuse must be conducted as defined by OAR 309-40-240 and ORS 430.747 and 430.743.

C. Special Reporting Requirements

1. Reports detailing the allegation(s) of abuse and protective services provided must be completed and submitted to DIVISION as specified in OAR 309-40-260 and ORS 430.745 and 430.757. Additional information to a report may be required of a community program or community facility by DIVISION in order to fully understand and to take corrective action(s) based on the allegation(s) of abuse.
2. Community programs and community facilities will submit such special reports as may be reasonably requested by DIVISION related to the provision of protective services and allegations and reports of abuse involving adult consumers of mental health services.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION .

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$2,520,995	\$2,520,995		0./CSM
TOTAL SE# 20		\$0	\$0	\$2,520,995	\$2,520,995		
22	COMMUNITY TRMT SVS FOR CHLDR	\$0	\$0	\$807,353	\$807,353		0./CSM
TOTAL SE# 22		\$0	\$0	\$807,353	\$807,353		
24	ACUTE CARE MHS	\$0	\$0	\$4,880,824	\$4,880,824		13.86666/ADP
TOTAL SE# 24		\$0	\$0	\$4,880,824	\$4,880,824		
25	CRISIS MHS	\$0	\$0	\$6,639,760	\$6,639,760		0./CSM
TOTAL SE# 25		\$0	\$0	\$6,639,760	\$6,639,760		
28	RESIDENTIAL CARE FACILITY	\$0	\$0	\$1,028,087	\$1,028,087	20C	70./SLT
28	RESIDENTIAL CARE FACILITY	\$0	\$0	\$3,057,539	\$3,057,539		320./SLT
TOTAL SE# 28		\$0	\$0	\$4,085,626	\$4,085,626		
30	PSRB	\$0	\$0	\$223,178	\$223,178	20C	16./SLT
30	PSRB	\$0	\$0	\$1,363,507	\$1,363,507		140./SLT
TOTAL SE# 30		\$0	\$0	\$1,586,685	\$1,586,685		
31	ENHANCED CARE SERVICES	\$0	\$0	\$197,311	\$197,311		30./SLT

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 31		\$0	\$0	\$197,311	\$197,311		
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$235,508	\$235,508	35A	0./CSM
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$59,202	\$59,202	35B	0./CSM
TOTAL SE# 35		\$0	\$0	\$294,710	\$294,710		
37	MHS SPECIAL PROJECTS	\$0	\$0	\$583,030	\$583,030	20C	0./CSM
37	MHS SPECIAL PROJECTS	\$0	\$0	\$475,790	\$475,790		0./CSM
TOTAL SE# 37		\$0	\$0	\$1,058,820	\$1,058,820		
38	SUPPORTED EMPLOYMENT SERVCS	\$0	\$0	\$418,841	\$418,841		1000./CSM
TOTAL SE# 38		\$0	\$0	\$418,841	\$418,841		
39	CSS-HOMELESS	\$0	\$0	\$462,500	\$462,500		0./CSM
TOTAL SE# 39		\$0	\$0	\$462,500	\$462,500		
129	RES/MED SERVICES	\$0	\$0	\$1,951,805	\$1,951,805		44./SLT
TOTAL SE# 129		\$0	\$0	\$1,951,805	\$1,951,805		
		\$0	\$0	\$24,905,230	\$24,905,230		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part B

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$388,863	\$388,863	20C	0./CSM
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$154,512	\$154,512		12./SLT
TOTAL SE# 20		\$0	\$0	\$543,375	\$543,375		
22	COMMUNITY TRMT SVS FOR CHLDR	\$0	\$0	\$536,427	\$536,427	22A	20./SLT
22	COMMUNITY TRMT SVS FOR CHLDR	\$0	\$0	\$1,266,175	\$1,266,175		0./CSM
TOTAL SE# 22		\$0	\$0	\$1,802,602	\$1,802,602		
31	ENHANCED CARE SERVICES	\$0	\$0	\$807,410	\$807,410	20C	0./CSM
TOTAL SE# 31		\$0	\$0	\$807,410	\$807,410		
34	ADULT FOSTER CARE MHS	\$0	\$0	\$927,008	\$927,008		0./CSM
TOTAL SE# 34		\$0	\$0	\$927,008	\$927,008		
37	MHS SPECIAL PROJECTS	\$0	\$0	\$2,785,749	\$2,785,749	20C	0./CSM
TOTAL SE# 37		\$0	\$0	\$2,785,749	\$2,785,749		
		\$0	\$0	\$6,866,144	\$6,866,144		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$388,863	\$388,863	20C	0./CSM
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$2,520,995	\$2,520,995		0./CSM
20	NON-RESIDENTIAL ADULT MH SERV	\$0	\$0	\$154,512	\$154,512		12./SLT
TOTAL SE# 20		\$0	\$0	\$3,064,370	\$3,064,370		
22	COMMUNITY TRTMT SVS FOR CHLDR	\$0	\$0	\$536,427	\$536,427	22A	20./SLT
22	COMMUNITY TRTMT SVS FOR CHLDR	\$0	\$0	\$2,073,528	\$2,073,528		0./CSM
TOTAL SE# 22		\$0	\$0	\$2,609,955	\$2,609,955		
24	ACUTE CARE MHS	\$0	\$0	\$4,880,824	\$4,880,824		13.86666/ADP
TOTAL SE# 24		\$0	\$0	\$4,880,824	\$4,880,824		
25	CRISIS MHS	\$0	\$0	\$6,639,760	\$6,639,760		0./CSM
TOTAL SE# 25		\$0	\$0	\$6,639,760	\$6,639,760		
28	RESIDENTIAL CARE FACILITY	\$0	\$0	\$1,028,087	\$1,028,087	20C	70./SLT
28	RESIDENTIAL CARE FACILITY	\$0	\$0	\$3,057,539	\$3,057,539		320./SLT
TOTAL SE# 28		\$0	\$0	\$4,085,626	\$4,085,626		
30	PSRB	\$0	\$0	\$223,178	\$223,178	20C	16./SLT
30	PSRB	\$0	\$0	\$1,363,507	\$1,363,507		140./SLT

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 30		\$0	\$0	\$1,586,685	\$1,586,685		
31	ENHANCED CARE SERVICES	\$0	\$0	\$807,410	\$807,410	20C	0./CSM
31	ENHANCED CARE SERVICES	\$0	\$0	\$197,311	\$197,311		30./SLT
TOTAL SE# 31		\$0	\$0	\$1,004,721	\$1,004,721		
34	ADULT FOSTER CARE MHS	\$0	\$0	\$927,008	\$927,008		0./CSM
TOTAL SE# 34		\$0	\$0	\$927,008	\$927,008		
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$235,508	\$235,508	35A	0./CSM
35	OLDER/DISABLED ADULT MH SVCS	\$0	\$0	\$59,202	\$59,202	35B	0./CSM
TOTAL SE# 35		\$0	\$0	\$294,710	\$294,710		
37	MHS SPECIAL PROJECTS	\$0	\$0	\$3,368,779	\$3,368,779	20C	0./CSM
37	MHS SPECIAL PROJECTS	\$0	\$0	\$475,790	\$475,790		0./CSM
TOTAL SE# 37		\$0	\$0	\$3,844,569	\$3,844,569		
38	SUPPORTED EMPLOYMENT SERVCS	\$0	\$0	\$418,841	\$418,841		1000./CSM
TOTAL SE# 38		\$0	\$0	\$418,841	\$418,841		
39	CSS-HOMELESS	\$0	\$0	\$462,500	\$462,500		0./CSM

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/10/1999

CONTRACT#: 26-001

RGA#: 003

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 39		\$0	\$0	\$462,500	\$462,500		
129	RES/MED SERVICES	\$0	\$0	\$1,951,805	\$1,951,805		44./SLT
TOTAL SE# 129		\$0	\$0	\$1,951,805	\$1,951,805		
CONTRACT TOTAL		\$0	\$0	\$31,771,374	\$31,771,374		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)
1999-2001

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

AGREEMENT#: 26-001
GRANT AWARD#: 001

LOCAL ADMINISTRATION

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 1 LOCAL ADMINISTRATION							
A	7/1999- 6/2000	N/A	\$23,780	\$0	0. CSM	01A	
A	7/1999- 6/2000	N/A	\$1,486,475	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$23,780	\$0	0. CSM	01A	
A	7/2000- 6/2001	N/A	\$1,486,475	\$0	0. CSM	N/A	
SUBTOTAL SE# 1			\$3,020,510	\$0			
TOTAL SECTION 1			\$3,020,510	\$0			

TOTAL AUTHORIZED FOR LOCAL ADMINISTRATION

\$3,020,510

TOTAL AUTHORIZED FOR THIS GA:

\$3,020,510

As agreed in the Financial Assistance Grant Agreement, if COUNTY fails to respond to this GA by 08/06/99 , it will be deemed a rejection by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

AGREEMENT#: 26-001
GA#: 001

REASON FOR GA:

Provides for initial payment approval of Local Administration under the Governor's Recommended Budget.

SPECIAL CONDITIONS:

Payment of funds in this Grant Award is subject to Legislative approval of DIVISION's 1999-2001 Budget at the level proposed in the Governor's Recommended Budget or higher.

UNIT TYPE GLOSSARY

Unit Type Description	Unit Type Description	Unit Type Description
001 Generic Slot	005 Minority	010 Youth
015 SRI	020 Intensive Youth	025 Women
030 Intensive Women	035 Geriatric	040 Adult Male
045 Pregnant Women	050 Afro-American Women	ADP Average Daily Pop.
CSM Client Service Month	FTE Full Time Equivalent	SLT Slots

The undersigned certify and agree that this Grant Award contains statements of work which are incorporated as part of the community mental health and developmental disabilities biennial plan submitted under ORS 430.630 (7). Biennial payment amounts authorized in this document are contingent on performance of the work as specified in the Performance Requirements in Exhibits A and B of the Financial Assistance Grant Agreement, and or Special Conditions as cited in this form.

Lorenzo Poe ms
County Grant Administrator
other County Designee

6/22/99
Date

Maynard Blumme
Division Contract Officer

6/18/99
Date

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/07/99

CONTRACT#: 26-001

RGA#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
1	LOCAL ADMINISTRATION	\$0	\$0	\$47,560	\$47,560	01A	0./CSM
1	LOCAL ADMINISTRATION	\$0	\$0	\$2,972,950	\$2,972,950		0./CSM
TOTAL SE#	1	\$0	\$0	\$3,020,510	\$3,020,510		
		\$0	\$0	\$3,020,510	\$3,020,510		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/07/99

CONTRACT#: 26-001

RGA#: 001

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
1	LOCAL ADMINISTRATION	\$0	\$0	\$47,560	\$47,560	01A	0./CSM
1	LOCAL ADMINISTRATION	\$0	\$0	\$2,972,950	\$2,972,950		0./CSM
TOTAL SE# 1		\$0	\$0	\$3,020,510	\$3,020,510		
CONTRACT TOTAL		\$0	\$0	\$3,020,510	\$3,020,510		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)
1999-2001

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

AGREEMENT#: 26-001
GRANT AWARD#: 002

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 66 CONTINUUM OF CARE							
A	7/1999- 6/2000	N/A	\$4,363,949	\$0	1988. 055	N/A	
A	7/2000- 6/2001	N/A	\$4,363,949	\$0	1988. 055	N/A	
SUBTOTAL SE# 66			\$8,727,898	\$0			
SE# 68 DUII CONVICTED LEVEL II							
B	7/1999- 6/2000	N/A	\$6,737	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$6,737	\$0	0. CSM	N/A	
SUBTOTAL SE# 68			\$13,474	\$0			
SE# 70 PREVENTION & E.I.							
A	7/1999- 6/2000	N/A	\$234,729	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$234,729	\$0	0. CSM	N/A	
SUBTOTAL SE# 70			\$469,458	\$0			
SE# 71 CIRTS							
A	7/1999- 6/2000	N/A	\$364,640	\$0	16. 001	N/A	
A	7/1999- 6/2000	N/A	\$88,586	\$0	4. 025	N/A	
A	7/2000- 6/2001	N/A	\$364,640	\$0	16. 001	N/A	
A	7/2000- 6/2001	N/A	\$88,586	\$0	4. 025	N/A	
SUBTOTAL SE# 71			\$906,452	\$0			
SE# 78 DUII CONVICTED LEVEL II							
B	7/1999- 6/2000	N/A	\$400,396	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$400,396	\$0	0. CSM	N/A	
SUBTOTAL SE# 78			\$800,792	\$0			

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

AGREEMENT#: 26-001
GRANT AWARD#: 002

ALCOHOL AND DRUG SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type Codes	EXHIB B Codes	Spec Cond#
SE# 87 MARIJUANA EDUCATION LEVEL I							
B	7/1999- 6/2000	N/A	\$1,021	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$1,021	\$0	0. CSM	N/A	
SUBTOTAL SE# 87			\$2,042	\$0			
SE# 88 MARIJUANA TREATMENT LEVEL II							
B	7/1999- 6/2000	N/A	\$2,042	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$2,042	\$0	0. CSM	N/A	
SUBTOTAL SE# 88			\$4,084	\$0			
SE# 89 MARIJUANA EVALUAT'N SPECIALIST							
B	7/1999- 6/2000	N/A	\$937	\$0	0. CSM	N/A	
B	7/2000- 6/2001	N/A	\$937	\$0	0. CSM	N/A	
SUBTOTAL SE# 89			\$1,874	\$0			
SE# 99 METHADONE-DETOX							
A	7/1999- 6/2000	N/A	\$2,505	\$0	1. 001	N/A	
A	7/2000- 6/2001	N/A	\$2,505	\$0	1. 001	N/A	
SUBTOTAL SE# 99			\$5,010	\$0			
TOTAL SECTION 1			\$10,931,084	\$0			

TOTAL AUTHORIZED FOR ALCOHOL AND DRUG SERVICES

\$10,931,084

TOTAL AUTHORIZED FOR THIS GA: \$10,931,084

As agreed in the Financial Assistance Grant Agreement, if COUNTY fails to respond to this GA by 08/06/99 , it will be deemed a rejection by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

AGREEMENT#: 26-001
GA#: 002

REASON FOR GA:

Provides for initial payment approval of Alcohol and Drug Services under the Governor's Recommended Budget.

SPECIAL CONDITIONS:

Payment of funds in this Grant Award is subject to Legislative approval of DIVISION's 1999-2001 Budget at the level proposed in the Governor's Recommended Budget or higher.

UNIT TYPE GLOSSARY

Unit Type Description	Unit Type Description	Unit Type Description
001 Generic Slot	005 Minority	010 Youth
015 SRI	020 Intensive Youth	025 Women
030 Intensive Women	035 Geriatric	040 Adult Male
045 Pregnant Women	050 Afro-American Women	ADP Average Daily Pop.
CSM Client Service Month	FTE Full Time Equivalent	SLT Slots

The undersigned certify and agree that this Grant Award contains statements of work which are incorporated as part of the community mental health and developmental disabilities biennial plan submitted under ORS 430.630 (7). Biennial payment amounts authorized in this document are contingent on performance of the work as specified in the Performance Requirements in Exhibits A and B of the Financial Assistance Grant Agreement, and or Special Conditions as cited in this form.

Lorenzo Paez
County Grant Administrator
other County Designee

6/22/99
Date

Maynard Hammer
Division Contract Officer

6/18/99
Date

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/07/99

CONTRACT#: 26-001

RGA#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
66	CONTINUUM OF CARE	\$0	\$0	\$8,727,898	\$8,727,898		3976./055
TOTAL SE# 66		\$0	\$0	\$8,727,898	\$8,727,898		
70	PREVENTION & E.I.	\$0	\$0	\$469,458	\$469,458		0./CSM
TOTAL SE# 70		\$0	\$0	\$469,458	\$469,458		
71	CIRTS	\$0	\$0	\$729,280	\$729,280		32./001
71	CIRTS	\$0	\$0	\$177,172	\$177,172		8./025
TOTAL SE# 71		\$0	\$0	\$906,452	\$906,452		
99	METHADONE-DETOX	\$0	\$0	\$5,010	\$5,010		2./001
TOTAL SE# 99		\$0	\$0	\$5,010	\$5,010		
		\$0	\$0	\$10,108,818	\$10,108,818		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Revised Grant Award (RGA)
RGA Totals
Part B
1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/07/99

CONTRACT#: 26-001
RGA#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
68	DUII CONVICTED LEVEL II	\$0	\$0	\$13,474	\$13,474		0./CSM
TOTAL SE# 68		\$0	\$0	\$13,474	\$13,474		
78	DUII CONVICTED LEVEL II	\$0	\$0	\$800,792	\$800,792		0./CSM
TOTAL SE# 78		\$0	\$0	\$800,792	\$800,792		
87	MARIJUANA EDUCATION LEVEL I	\$0	\$0	\$2,042	\$2,042		0./CSM
TOTAL SE# 87		\$0	\$0	\$2,042	\$2,042		
88	MARIJUANA TREATMENT LEVEL II	\$0	\$0	\$4,084	\$4,084		0./CSM
TOTAL SE# 88		\$0	\$0	\$4,084	\$4,084		
89	MARIJUANA EVALUAT'N SPECIALIST	\$0	\$0	\$1,874	\$1,874		0./CSM
TOTAL SE# 89		\$0	\$0	\$1,874	\$1,874		
		\$0	\$0	\$822,266	\$822,266		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/07/99

CONTRACT#: 26-001

RGA#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
66	CONTINUUM OF CARE	\$0	\$0	\$8,727,898	\$8,727,898		3976./055
TOTAL SE# 66		\$0	\$0	\$8,727,898	\$8,727,898		
68	DUII CONVICTED LEVEL II	\$0	\$0	\$13,474	\$13,474		0./CSM
TOTAL SE# 68		\$0	\$0	\$13,474	\$13,474		
70	PREVENTION & E.I.	\$0	\$0	\$469,458	\$469,458		0./CSM
TOTAL SE# 70		\$0	\$0	\$469,458	\$469,458		
71	CIRTS	\$0	\$0	\$729,280	\$729,280		32./001
71	CIRTS	\$0	\$0	\$177,172	\$177,172		8./025
TOTAL SE# 71		\$0	\$0	\$906,452	\$906,452		
78	DUII CONVICTED LEVEL II	\$0	\$0	\$800,792	\$800,792		0./CSM
TOTAL SE# 78		\$0	\$0	\$800,792	\$800,792		
87	MARIJUANA EDUCATION LEVEL I	\$0	\$0	\$2,042	\$2,042		0./CSM
TOTAL SE# 87		\$0	\$0	\$2,042	\$2,042		
88	MARIJUANA TREATMENT LEVEL II	\$0	\$0	\$4,084	\$4,084		0./CSM

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/07/99

CONTRACT#: 26-001

RGA#: 002

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 88		\$0	\$0	\$4,084	\$4,084		
89	MARIJUANA EVALUAT'N SPECIALIST	\$0	\$0	\$1,874	\$1,874		0./CSM
TOTAL SE# 89		\$0	\$0	\$1,874	\$1,874		
99	METHADONE-DETOX	\$0	\$0	\$5,010	\$5,010		2./001
TOTAL SE# 99		\$0	\$0	\$5,010	\$5,010		
CONTRACT TOTAL		\$0	\$0	\$10,931,084	\$10,931,084		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)
1999-2001

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GRANT AWARD#: 004

DEVELOPMENTAL DISABILITY SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 44 DD DIVERSION-CRISIS INTRVNTION							
A	7/1999- 6/2000	N/A	\$301,370	\$0	0.	N/A	N/A
A	7/2000- 6/2001	N/A	\$255,908	\$0	0.	N/A	N/A
SUBTOTAL SE# 44			\$557,278	\$0			
SE# 45 NURSING HOME SERVICE							
A	7/1999- 6/2000	N/A	\$126,886	\$0	20.	SLT	N/A
A	7/2000- 6/2001	N/A	\$126,886	\$0	20.	SLT	N/A
SUBTOTAL SE# 45			\$253,772	\$0			
SE# 47 SEMI-INDEPENDENT LIVING							
A	7/1999- 6/2000	N/A	\$214,946	\$0	9.175	FTE	N/A
A	7/2000- 6/2001	N/A	\$214,946	\$0	9.175	FTE	N/A
SUBTOTAL SE# 47			\$429,892	\$0			
SE# 48 CASE MANAGEMENT							
A	7/1999- 6/2000	N/A	\$2,104	\$0	0.	CSM	50B
A	7/1999- 6/2000	N/A	\$2,468,582	\$0	0.	CSM	N/A
A	7/2000- 5/2001	N/A	-\$1,968	\$0	0.	CSM	N/A
A	7/2000- 6/2001	N/A	\$2,104	\$0	0.	CSM	50B
A	7/2000- 6/2001	N/A	\$2,470,729	\$0	0.	CSM	N/A
SUBTOTAL SE# 48			\$4,941,551	\$0			
SE# 49 SELF DIR INDIV & FAMILY SUPPOR							
A	7/1999- 6/2000	N/A	\$1,040,680	\$0	0.	N/A	N/A
A	7/2000- 6/2001	N/A	\$1,160,680	\$0	0.	N/A	N/A
SUBTOTAL SE# 49			\$2,201,360	\$0			

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GRANT AWARD#: 004

DEVELOPMENTAL DISABILITY SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 50 RESIDENTIAL FACILITIES							
A	7/1999- 6/2000	N/A	\$630,262	\$0	10. SLT		
A	7/1999- 6/2000	N/A	\$19,213,270	\$0	385. SLT	N/A	
A	7/2000- 6/2001	N/A	\$630,262	\$0	10. SLT		
A	7/2000- 6/2001	N/A	\$19,213,270	\$0	385. SLT	N/A	
SUBTOTAL SE# 50			\$39,687,064	\$0			
SE# 51 SUPPORTED LIVING SERVICES							
A	7/1999- 6/2000	N/A	\$103,761	\$0	1. SLT	50B	
A	7/1999- 6/2000	N/A	\$3,886,909	\$0	103. SLT	N/A	
A	7/2000- 6/2001	N/A	\$103,761	\$0	1. SLT	50B	
A	7/2000- 6/2001	N/A	\$3,886,909	\$0	103. SLT	N/A	
SUBTOTAL SE# 51			\$7,981,340	\$0			
SE# 53 TRANSPORTATION							
A	7/1999- 6/2000	N/A	\$21,281	\$0	6. SLT	50B	
A	7/1999- 6/2000	N/A	\$1,119,363	\$0	427. SLT	N/A	
A	7/2000- 6/2001	N/A	\$21,281	\$0	6. SLT	50B	
A	7/2000- 6/2001	N/A	\$1,119,363	\$0	427. SLT	N/A	
SUBTOTAL SE# 53			\$2,281,288	\$0			
SE# 54 EMPLOYMENT & ALTERNATIVE SERV							
A	7/1999- 6/2000	N/A	\$8,281,362	\$0	856. SLT	N/A	
A	7/2000- 6/2001	N/A	\$8,281,362	\$0	856. SLT	N/A	
SUBTOTAL SE# 54			\$16,562,724	\$0			
SE# 56 RENT SUBSIDIES							
A	7/1999- 6/2000	N/A	\$260,735	\$0	155. SLT	N/A	
A	7/2000- 6/2001	N/A	\$260,735	\$0	155. SLT	N/A	
SUBTOTAL SE# 56			\$521,470	\$0			

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GRANT AWARD#: 004

DEVELOPMENTAL DISABILITY SERVICES

SECTION: 1

SERVICE REQUIREMENTS MEET EXHIBIT A AND, IF INDICATED, EXHIBIT B

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 57 DD-SPECIAL PROJECTS							
A	7/1999-12/1999	N/A	\$12,683	\$0	0. N/A	57A	
SUBTOTAL SE# 57			\$12,683	\$0			
SE# 58 DD NON-RELATIVE FOSTER HOMES							
B	7/1999- 6/2000	N/A	\$3,960,660	\$0	0. N/A	N/A	
B	7/2000- 6/2001	N/A	\$3,960,660	\$0	0. N/A	N/A	
SUBTOTAL SE# 58			\$7,921,320	\$0			
SE# 59 RELATIVE ADULT FOSTER CARE							
B	7/1999- 6/2000	N/A	\$9,564	\$0	6. SLT	N/A	
B	7/2000- 6/2001	N/A	\$9,564	\$0	6. SLT	N/A	
SUBTOTAL SE# 59			\$19,128	\$0			
SE# 157 REGIONAL CRISIS & BACKUP SVCS							
A	7/1999- 6/2000	N/A	\$345,814	\$0	0. CSM	N/A	
A	7/2000- 6/2001	N/A	\$345,814	\$0	0. CSM	N/A	
SUBTOTAL SE# 157			\$691,628	\$0			
TOTAL SECTION 1			\$84,062,498	\$0			

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GRANT AWARD#: 004

DEVELOPMENTAL DISABILITY SERVICES

SECTION: 2
EXCEEDS REQUIREMENTS OF SECTION 1

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#
SE# 44 DD DIVERSION-CRISIS INTRVNTION							
A	7/1999- 6/2000	N/A	\$333,379	\$0	0. N/A	N/A	D0024 16
SUBTOTAL SE# 44			\$333,379	\$0			
SE# 48 CASE MANAGEMENT							
A	7/1999- 6/2000	N/A	\$2,310,342	\$0	0. CSM	N/A	D0024 15
A	7/2000- 6/2001	N/A	\$2,289,395	\$0	0. CSM	N/A	D0024 15
SUBTOTAL SE# 48			\$4,599,737	\$0			
SE# 50 RESIDENTIAL FACILITIES							
A	7/1999- 6/2000	N/A	\$315,297	\$0	4. SLT	N/A	D0024 1
A	7/1999- 6/2000	N/A	\$292,024	\$0	4. SLT	N/A	D0024 2
A	7/1999- 6/2000	N/A	\$135,294	\$0	1. SLT	N/A	D0024 3
A	7/1999- 6/2000	N/A	\$259,084	\$0	3. SLT	N/A	D0024 4
A	7/2000- 6/2001	N/A	\$315,297	\$0	4. SLT	N/A	D0024 1
A	7/2000- 6/2001	N/A	\$292,024	\$0	4. SLT	N/A	D0024 2
A	7/2000- 6/2001	N/A	\$135,294	\$0	1. SLT	N/A	D0024 3
A	7/2000- 6/2001	N/A	\$259,084	\$0	3. SLT	N/A	D0024 4
SUBTOTAL SE# 50			\$2,003,398	\$0			
SE# 51 SUPPORTED LIVING SERVICES							
A	7/1999- 6/2000	N/A	\$42,012	\$0	1. SLT	N/A	D0024 6
A	7/2000- 6/2001	N/A	\$42,012	\$0	1. SLT	N/A	D0024 6
SUBTOTAL SE# 51			\$84,024	\$0			
SE# 53 TRANSPORTATION							
A	7/1999- 6/2000	N/A	\$1,107,722	\$0	0. SLT	N/A	D0024 17
A	7/2000- 6/2001	N/A	\$1,107,722	\$0	0. SLT	N/A	D0024 17
SUBTOTAL SE# 53			\$2,215,444	\$0			
SE# 54 EMPLOYMENT & ALTERNATIVE SERV							

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GRANT AWARD#: 004

DEVELOPMENTAL DISABILITY SERVICES

SECTION: 2
EXCEEDS REQUIREMENTS OF SECTION 1

Part	Start/End Dates	CPMS Name	Approved Service Funds	Approved Start-up	Serv. Unit Units Type	EXHIB B Codes	Spec Cond#	
A	7/1999- 6/2000	N/A	\$48,424	\$0	3. SLT	50B	D0024	9
A	7/1999- 6/2000	N/A	\$22,507	\$0	1. SLT	50B	D0024	10
A	7/1999- 6/2000	N/A	\$9,776	\$0	1. SLT	50B	D0024	11
A	7/1999- 6/2000	N/A	\$81,452	\$0	3. SLT	N/A	D0024	8
A	7/2000- 6/2001	N/A	\$48,424	\$0	3. SLT	50B	D0024	9
A	7/2000- 6/2001	N/A	\$22,507	\$0	1. SLT	50B	D0024	10
A	7/2000- 6/2001	N/A	\$9,776	\$0	1. SLT	50B	D0024	11
A	7/2000- 6/2001	N/A	\$81,452	\$0	3. SLT	N/A	D0024	8
SUBTOTAL SE# 54			\$324,318	\$0				
SE# 57 DD-SPECIAL PROJECTS								
A	7/1999- 6/2000	RIERIA-650630	\$11,873	\$0	1. SLT	N/A	D0024	13
A	7/1999- 6/2000	N/A	\$6,370	\$0	0. N/A	N/A	D0024	12
A	7/2000- 6/2001	RIERIA-650630	\$11,873	\$0	1. SLT	N/A	D0024	13
A	7/2000- 6/2001	N/A	\$6,370	\$0	0. N/A	N/A	D0024	12
SUBTOTAL SE# 57			\$36,486	\$0				
SE# 58 DD NON-RELATIVE FOSTER HOMES								
B	7/1999- 6/2000	N/A	\$30,524	\$0	0. N/A	N/A	D0024	14
B	7/2000- 6/2001	N/A	\$30,524	\$0	0. N/A	N/A	D0024	14
SUBTOTAL SE# 58			\$61,048	\$0				
SE# 90 HIGH SCHOOL TRANSITION								
A	7/1999- 3/2000	N/A	\$93,908	\$0	153. CSM	N/A	D0024	7
A	4/2000- 6/2000	N/A	\$29,461	\$0	48. CSM	N/A	D0024	7
SUBTOTAL SE# 90			\$123,369	\$0				
TOTAL SECTION 2			\$9,781,203	\$0				

TOTAL AUTHORIZED FOR DEVELOPMENTAL DISABILITY SERVICES

\$93,843,701

TOTAL AUTHORIZED FOR THIS GA:

\$93,843,701

As agreed in the Financial Assistance Grant Agreement, if COUNTY fails to respond to this GA by 08/20/99 , it will be deemed a rejection by DIVISION.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
Grant Award (GA)

CONTRACTOR: MULTNOMAH COUNTY
DATE: 06/21/99

AGREEMENT#: 26-001
GA#: 004

REASON FOR GA:

This Grant Award is for Developmental Disability (DD) services within the Governor's 1999-2001 Recommended Budget. Amounts continue service levels approved on an ongoing basis as of approximately May 1, 1999. Additional ongoing changes approved after that date will be reflected in a Revised Grant Award.

Initial Grant Awards are for the 24-month biennial budget period, except as follows:

- a. Diversion Services (DD 44) awards are estimated amounts for one year only (1999-2000). Funding will be adjusted based on a revised, statewide allocation plan to be negotiated between DIVISION and Counties.
- b. Case Management (DD 48) awards have been adjusted to create a reserve fund to be granted by DIVISION at a later time.
- c. Special Projects (DD 57) funds granted for Regional Training Programs represent only a portion of the total amount available for the 1999-2001 biennium. This initial amount provides funding for Regional Training activities, while Counties and DIVISION complete negotiations on a revised plan for distributing the training dollars across newly configured regions.
- d. High School Transition Services (DD 90) are funded for the period of time approved by DIVISION (from 12 to 24 months).
- e. Regional Crisis and Back-Up Services (DD 157) awards are based on estimated amounts, and are subject to change, to reflect a "Regional Crisis and Back-Up Services Plan" as required in Exhibit A of the Grant Agreement.

SPECIAL CONDITIONS:

1. Payment of funds in this Grant Award is subject to Legislative approval of DIVISION's 1999-2001 Budget at the level proposed in the Governor's Recommended Budget or higher.
2. Developmental Disability (DD) Grant Awards are further subject to Special Conditions included as Attachment #DD-1, and summarized as follows:
 - a. Case Management (DD 48) Rates;
 - b. Residential Staffing Requirements;
 - c. Specific Day Habilitation Funds Included in a Residential Rate;
 - d. Employment Service Requirements;
 - e. Special Projects (DD 57) Performance Requirements;

f. Special Reporting Requirement for a Portion of Foster Home (DD 58) Limitation;

g. Local Matching Funds and Title XIX Collections for Case Management (DD 48) and Transportation (DD 53);

h. Special Payment Requirement for Regional Diversion Services (DD 44); and

i. High School Transition Services (DD 90) Special Performance Requirements.

UNIT TYPE GLOSSARY

Unit Type Description	Unit Type Description	Unit Type Description
001 Generic Slot	005 Minority	010 Youth
015 SRI	020 Intensive Youth	025 Women
030 Intensive Women	035 Geriatric	040 Adult Male
045 Pregnant Women	050 Afro-American Women	ADP Average Daily Pop.
CSM Client Service Month	FTE Full Time Equivalent	SLT Slots

The undersigned certify and agree that this Grant Award contains statements of work which are incorporated as part of the community mental health and developmental disabilities biennial plan submitted under ORS 430.630 (7). Biennial payment amounts authorized in this document are contingent on performance of the work as specified in the Performance Requirements in Exhibits A and B of the Financial Assistance Grant Agreement, and or Special Conditions as cited in this form.

Lorenzo P. P. mas
County Grant Administrator
other County Designee

6/22/99
Date

Margaret A. J. L.
Division Contract Officer

6/21/99
Date

MULTNOMAH

- I. Case Management (DD 48) Rates: Case Management (DD 48) payment rates are shown below.

	Rate Without Cost-of-Living Adjustment (COLA) ¹
Regular Rate	\$ 175.37
Intensive Rate	\$ 613.78

- ¹ Cost-of-Living Adjustments (COLAs), if approved as part of DIVISION's 1999-2001 budget, will be applied in a Revised Grant Award.

- II. Residential staffing requirements: Residential allocations for the homes/projects cited below are based on rates needed to support specified staffing ratios. The homes/projects include, but are not limited to, those serving individuals discharged from a state training center or nursing facility as part of the DIVISION's Community Integration Projects (CIP). Minimum direct care staffing levels must be maintained in residential programs as shown below.

- A. Staffing requirements for certain homes/projects started before July 1, 1995: Requirements in this section reflect continuation of services for which funding was awarded before July 1, 1995. Prior to that date, the DIVISION's contracting system did not bring forward, into a new contracting period, the link between special condition numbers and the amounts subject to these requirements. Amounts may be verified through research of DIVISION contract records. Minimum required staffing levels for the following homes/projects, started before July 1, 1995, are:

1. CIP II, Project #11:

- 3 Full-time equivalencies (FTEs) on each day shift; including 1 FTE Licensed Practical Nurse (LPN);
- 3 FTEs on each swing shift, including 1 FTE LPN; and
- 2 FTEs on each night shift, including 1 FTE LPN.

2. CIP II, Project #13:

- 1 staff:1 client staffing ratio each day and swing shift, except the ratio may be reduced to: 1 staff:2 clients, during hours when the individual is receiving vocational services, and 1 staff:2 clients staffing ratio each night shift.

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3. CIP II, Project #23, #31, and #42 will each have the following staffing ratios:
 - 2 Full-time equivalencies (FTEs) on each day shift;
 - 2 FTEs on each swing shift; and
 - 2 FTEs on each night shift.
4. CIP II, Project #26 and #55 will each have the following staffing ratios:
 - 2 Full-time equivalencies (FTEs) on each day shift;
 - 3 FTEs on each swing shift; and
 - 1 FTE on each night shift.
5. CIP II, Project #77 and #78 will each have the following staffing ratio:
 - The staff to client ratio will be 1:3 for all shifts.
6. CIP II, 5-bed home transferred during 1993-95 to COUNTY from a DIVISION direct contract with Alternative Services, Inc:
 - 3 Full-time equivalencies (FTEs) on each day shift; and
 - 3 FTEs on each swing shift; and
 - 1 FTE on each night shift; and
 - 1 additional "floating" FTE for extra coverage as needed on the various shifts.
7. CIP III, Project #44:
 - 2 Full-time equivalencies (FTEs) on each day shift;
 - 2 FTEs on each swing shift; and
 - 1 FTE on each night shift.
8. CIP III, Project #63:
 - 2 Full-time equivalencies (FTEs) on each day shift;
 - 3 FTEs on each swing shift; and
 - 2 FTEs on each night shift.
9. CIP III, Project #80:
 - 2 Full-time equivalencies (FTEs) on each day shift;
 - 2 FTEs on each swing shift; and
 - 2 FTEs on each night shift.

10. CIP III, Project #88:

- 2 Full-time equivalencies (FTEs) on each day shift;
- 3 FTEs on each swing shift; and
- 2 FTEs on each night shift.

11. CIP III, Project #89:

- 2 Full-time equivalencies (FTEs) on each day shift;
- 2 FTEs on each swing shift; and
- 2 FTEs on each night shift.

12. CIP III, Project #92:

- 2 Full-time equivalencies (FTEs) on each day shift;
- 3 FTEs on each swing shift; and
- 1 FTE on each night shift.

13. All other CIP II/III services will have the staff support at the level consistent with each client's Individual Service Plan (ISP).

14. At a minimum, the direct care staffing levels shown below will be maintained in each of two 5-person homes, operated by Coast Rehabilitation Services or successive subcontractor(s). These homes were originally established to serve individuals relocated from a residential training center in another County. The staffing ratio may be reduced during hours when the individuals are away from the home receiving employment or alternative day services.

- 2 Full-time equivalencies (FTEs) on each day shift;
- 2 FTEs on each swing shift; and
- 1 FTE on each night shift.

- B. Staffing requirements for certain homes/projects started on or after July 1, 1995: For the following homes/projects, for which funding is identified through the specified number in the "Spec Cond#" column of this Grant Award, minimum required staffing levels are listed below. "LTD" refers to services for individuals for whom funding was approved from DIVISION's "Long-Term Diversion" budget, to prevent institutionalization. "SCF" refers to services for individuals who transferred from the State Office for Services to Children and Families (SCF) to the Mental Health and Developmental Disability Services Division system.

<u>Spec Cond#</u>	<u>Requirements</u>
D0024-1	CIP IV/LTD Project #22 (includes #22.1 and #22.2): <ul style="list-style-type: none">➤ <u>2</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>2</u> FTEs on each swing shift; and➤ <u>2</u> FTE on each night shift.
D0024-2	SCF/LTD 4-person home operated by Alternative Services Inc. or successive subcontractor(s): <ul style="list-style-type: none">➤ <u>2</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>3</u> FTEs on each swing shift; and➤ <u>2</u> FTE on each night shift.
D0024-3	CIP IV, #16: <ul style="list-style-type: none">➤ <u>2</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>2</u> FTEs on each swing shift; and➤ <u>1</u> FTE on each night shift.
D0024-4	3-person home operated by Community Services, Inc., or successive subcontractors: <ul style="list-style-type: none">➤ <u>2</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>2</u> FTEs on each swing shift;➤ <u>1</u> FTE on each night shift; and➤ <u>1</u> FTE on-site program manager.
D0024-5	CIP V, Project #PD6: <ul style="list-style-type: none">➤ <u>3</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>3</u> FTEs on each swing shift; and➤ <u>3</u> FTE on each night shift <p>The FTE above must include one licensed nursing FTE per shift.</p>
D0024-6	CIP IV, Project #21: <ul style="list-style-type: none">➤ <u>2</u> Full-time equivalencies (FTEs) on each day shift;➤ <u>2</u> FTEs on each swing shift; and➤ <u>1</u> FTE on each night shift.

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III. Other Special Conditions: Special Conditions listed below apply to funds indicated by the corresponding number in the column headed "Spec Cond#" in this Grant Award:

<u>Spec Cond#</u>	<u>Requirements</u>
D0024-7	<u>High School Transition Services (DD 90), Special Performance Requirement</u> : For each fiscal year in which DD 90 funds are included in the Grant Award, at least twenty (20) individuals must be placed in jobs which do not require long-term, ongoing DIVISION support, unless otherwise approved in writing by DIVISION. Individuals placed in qualifying jobs in one year may not be counted in another year under this Agreement. Placements for each fiscal year must be completed no later than the end of that fiscal year (June 30).
D0024-8	<u>Special Performance Requirements for Community Integration Project IV, #16, Employment and Alternative Services (DD 54)</u> <u>Funds</u> : DD 54 funds identified with this special condition are based on a service plan approved by DIVISION, to serve 3-4 individuals included in DIVISION's Community Integration Project (CIP IV, Project #16). In conformance with that plan, and unless otherwise approved in writing by DIVISION: A. The number of individuals to be served may be increased by DIVISION, by one (1) person, with no increase in funding. Any such increase in required service units will be included in a Revised Grant Agreement. B. The following services will be provided: 1. A minimum of 6 hours per day, 5 days per week, of Employment (DD 54) services for each individual in the project. Work will consist of mobile recycling services, with customer route; 2. Transportation of the individuals between their home(s) and their work site(s). Transportation time may be included in the 6 hours per day required above; and 3. Staff supervision of the DD 54 services at a minimum of 2 staff per 3-4 work crew members.

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- D0024-9** "Level 1" Employment Services: Each person to be served at this level must be involved in employment activities, alternatives to employment, or a combination of employment and alternatives, all as defined in Exhibit A for DD 54 of this Agreement, for a minimum of five (5) hours per day, five (5) days per week.
- D0024-10** "Level 2" Employment Services: Each person to be served at this level must be working in individual community-based employment, as defined in Exhibit A for DD 54 of this Agreement, for a minimum of five (5) to eight (8) hours per day, five (5) days per week.
- D0024-11** "Level 3" Employment Services: Each person to be served at this level must receive employment activities, alternatives to employment, or a combination of employment and alternatives, all as defined in Exhibit A for DD 54 of this Agreement, as appropriate the individual, as documented in the Individual Support Plan (ISP). DD 54 services at this level are anticipated to involve less than five (5) hours per day, five (5) days per week, and may be provided either in or out of the individual's home, depending on the person's needs and preferences.
- D0024-12** Special Projects (DD 57) Performance Requirement(s): Funds designated with this "Spec Cond#" in the Grant Award are for extraordinary costs of administering payment of Diversion (DD 44) funds.
- D0024-13** Special Projects (DD 57) Performance Requirement(s): Specialized residential services must be provided to a designated individual (Brian K., CPMS coded RIERIA-650630).
- D0024-14** Special Reporting Requirement for a Portion of Foster Home (DD 58) Limitation: Funds subject to this Special Condition consist of an amount transferred at COUNTY's request from another service element, plus an increase consisting of DIVISION Title XIX (Medicaid) matching funds. The transfer and addition of Title XIX was approved by DIVISION with the understanding that the resulting DD 58 amount will be used for crisis services, consistent with the "Regional Plan for Crisis and Back-Up Services", as described in Exhibit A for DD 157 of the Grant Agreement. If COUNTY decides to use these funds for other purposes, COUNTY will immediately notify DIVISION's Office of Developmental Disability Services

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Regional Coordinator assigned to COUNTY. Change in the use of these funds is limited to provision of Developmental Disability Services as defined in this Grant Agreement, and is subject to readjustment of the Title XIX amount, depending upon eligibility of the proposed services for Medicaid funding. Any change in use of the funds must be confirmed through a Revised Grant Award.

D0024-15

Local Matching Funds and Title XIX Collections for Case Management (DD 48): Developmental Disability Case Management (DD 48) funds indicated with this Special Condition are subject to the following:

- A. The amount of DD 48 funds subject to these conditions represents payments to COUNTY which will consist of the required combination of Title XIX (Medicaid) Federal Financial Participation (FFP) and COUNTY matching funds.
- B. COUNTY match:
 - 1. COUNTY will provide **\$921,653** of local funds in 1999-2000, and **\$921,653** in 2000-2001, to match Medicaid funds. Match must be COUNTY General Fund dollars.
 - 2. Local matching funds for each fiscal year must be received by DIVISION as lump sum payments prior to any DIVISION payment of the respective annual amounts subject to these special conditions. Payment of each fiscal year's amount subject to these conditions will begin in the monthly allotment that first occurs, for that year, after DIVISION receipt of required annual local funds in full.
- C. FFP Service Levels:
 - 1. Services must be delivered to DD eligible individuals at a level sufficient to generate FFP at an average minimum amount of **\$160,277** per month, for the period 7/1/99 through 6/30/00, and **\$159,303** per month, for the period 7/1/00 through 6/30/01.
 - 2. The minimum monthly FFP cited in C.1., above, represents FFP for all COUNTY Title XIX-eligible DD case management services reported through CPMS, including services provided with funds subject to these special conditions.

D. Reduction of Award

DIVISION may reduce the amount payable to COUNTY for Case Management, up to a maximum of the DD 48 amount subject to these special conditions, if COUNTY fails to maintain at least the average monthly levels of generated FFP as specified in paragraph C.1, above. In making any such reduction, the following policies and procedures will apply:

1. The reduction may be made through a Revised Grant Award approved by both COUNTY and DIVISION, or unilaterally by DIVISION through adjustments to payments. DIVISION will not recover local or federal funds, nor reduce local fund requirements, for the time period prior to the effective date of the Revised Grant Award making the reduction, or the date when DIVISION notifies COUNTY that DIVISION will reduce future payments.
2. COUNTY and DIVISION acknowledge and agree that all or a portion of any deficit in required FFP amounts might be attributable to COUNTY's inability to provide the level of increased services associated with the funds subject to these special conditions. If this circumstance occurs, DIVISION will recalculate both the COUNTY match and FFP based on the actual amount of service increase COUNTY was able to provide for 1999-2001, as documented in CPMS. DIVISION will then reduce payment to COUNTY to reflect the recalculated FFP portion of Case Management funded with Local Matching Funds and Title XIX.
3. Any overpayment of COUNTY match, as a result of actions described in items D.1 or 2. above, or for any other reason, will not be refunded to COUNTY by DIVISION. Instead, DIVISION will reduce local match required by COUNTY under the next biennial Agreement between the DIVISION and COUNTY which includes the provision of locally matched Case Management services. The reduction in local match will equal the amount of overpayment under the current Agreement.

- E. Except as modified above, the Special Conditions in this section do not alter the requirements stated under Payment Procedures for DD 49 in Exhibit A of the Agreement.

- D0024-16** Special Payment Requirement for Regional Diversion Services (DD 44): Payment of DD 44 funds designated with this special condition is contingent on other Counties in the region (Clackamas, Clatsop, Columbia, and Washington Counties) accepting Revised Grant Awards removing 75% of the DD 44 funds included in their respective original 1999-2001 Grant Awards. If any of the above-referenced Counties refuse to accept all or part of the necessary reductions, DIVISION may adjust payments to Multnomah County by the amounts retained by the other County or Counties.
- D0024-17** Local Funds and Title XIX Collections for Transportation: Developmental Disability Transportation (DD 53) funds indicated with this Special Condition are subject to the following:
- A. DD 53 funds subject to these conditions represent a rate adjustment that reflects the actual costs of services for 199 slots. Payment of these funds to COUNTY will consist of the required combination of: (1) Title XIX (Medicaid) Federal Financial Participation (FFP); and (2) local funds, to be used as match for Title XIX and to cover the cost increase for unmatched services.
 - B. Payment is contingent on:
 - 1. DIVISION receipt of local funds:
 - a. The following amounts of local funds are required to support the increases specified in paragraph A, above: \$521,131 in 1999-2000, and \$524,693 in 2000-2001. This condition will be considered to have been met only if local funds are from non-federal source(s) eligible for use as match for Title XIX.
 - b. COUNTY and DIVISION agree that any cost-of-living adjustment(s) approved within the DIVISION's State General Fund budget for the services described in paragraph A, above, will be used to reduce the amount of local funds required, rather than being used to increase the payment rate and total payment amount for the services. Any overpayment of local funds resulting from this provision will be used to offset local funds required in subsequent fiscal periods, following procedures described in paragraph D., Overpayment of Local Funds, below.

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- c. Local funds for each fiscal year must be received by DIVISION as lump sum payments prior to any DIVISION payment of the respective annual amounts subject to these special conditions. Payment of each fiscal year's amount subject to these conditions will begin in the monthly allotment that first occurs, for that year, after DIVISION receipt of required annual local funds in full.
 - d. COUNTY agrees that any delays in the payment of local funds to DIVISION shall not release COUNTY from requiring its subcontractor to provide the services specified in paragraph A above.
2. FFP sufficient to generate Title XIX projected in calculating the DD 53 increase:
- a. Services must be delivered to DD eligible individuals at a level sufficient to generate FFP at an average minimum amount of \$66,522 per month, for the period 7/1/99 through 6/30/00, and \$66,118 per month, for the period 7/1/00 through 6/30/01.
 - 1) The monthly amount, above, represents the combined FFP for all of the DD Transportation slots enhanced as specified in paragraph A above.
 - 2) FFP is generated by COUNTY reporting DD 53 services through CPMS, as required in Exhibit A of this Agreement.
 - 3) Levels of FFP for the enhanced DD 53 slots will be determined from data from DIVISION's CPMS "Provider Financial Statements", to be provided to COUNTY and its subcontractor for these services.
 - b. If FFP generated for the DD 53 slots enhanced in this Grant Award exceeds the monthly average specified in paragraph B.2.a., above, and DIVISION can determine that the excess is likely to continue, DIVISION will reduce the amount of local funds required. This reduction will be reflected in a Revised Grant Award. Any overpayment of local funds resulting from this

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provision will be used to offset local funds required in subsequent fiscal periods, following procedures described in paragraph D., Overpayment of Local Funds, below.

C. Reduction of Award

DIVISION may reduce the amount payable to COUNTY for Transportation, up to a maximum of the DD 53 amount subject to these special conditions, if average monthly levels of generated FFP are not maintained at least at the levels required in paragraph B.2.a., above. In making any such reduction, the following policies and procedures will apply:

1. The reduction may be made through a Revised Grant Award approved by both COUNTY and DIVISION, or unilaterally by DIVISION through adjustments to payments. DIVISION will not recover local or federal funds, nor reduce local fund requirements, for the time period prior to the effective date of the Revised Grant Award making the reduction, or the date when DIVISION notifies COUNTY that DIVISION will reduce future payments.
2. Any overpayment of local funds resulting under the provisions of C.1., above, will be used to offset local funds required in subsequent fiscal periods, following procedures described in paragraph D., Overpayment of Local Funds, below.

D. Overpayment of Local Funds: Overpayment of local funds, as may occur under circumstances described in sections B. and C., above, will not result in repayment by the DIVISION. Any overpayment of local funds for the first year of the Agreement may be applied to the local funds required for the second year, provided that the second year's local funds have not already been paid to DIVISION. Any other overpayment of local funds will be applied to local funds required under the next biennial Agreement between DIVISION and COUNTY that includes the provision of Transportation services paid for in part with local funds.

E. Special Conditions in this section do not alter the requirements stated under Payment Procedures for DD 53 in Exhibit A of the Agreement.

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
44	26-610	RELATED SVC BROKERA	07/01/99 -06/30/00		\$0.00	\$78,758.04	
44	26-610	RELATED SVC BROKERA	07/01/99 -06/30/00			\$117,899.16	\$0.00
44	26-610	RELATED SVC BROKERA	07/01/99 -06/30/00			\$47,251.00	\$0.00
44	26-610	RELATED SVC BROKERA	07/01/99 -06/30/00			\$45,462.00	\$0.00
TOTAL FOR RELATED SVC BROKERAG						\$289,370.20	\$0.00
44	26-961	MULTNMH REG CRIS-FO	07/01/99 -06/30/00			\$217,826.00	\$0.00
44	26-961	MULTNMH REG CRIS-FO	07/01/99 -06/30/00			\$12,000.00	\$0.00
TOTAL FOR MULTNMH REG CRIS-FOS						\$229,826.00	\$0.00
44	26-962	MULTNMH REG CRIS-ST	07/01/99 -06/30/00			\$115,553.00	\$0.00
TOTAL FOR MULTNMH REG CRIS-STD						\$115,553.00	\$0.00
45	26-690	MULT. NURSE SPEC SV	07/01/99 -06/30/00	20.	\$528.69	\$126,885.60	
TOTAL FOR MULT. NURSE SPEC SVC						\$126,885.60	\$0.00
47	26-SIL	MULTNOMH SILP	07/01/99 -06/30/00	9.175	\$1,952.28	\$214,946.03	
TOTAL FOR MULTNOMH SILP						\$214,946.03	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00		\$0.00	\$2,259,975.72	
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00		\$0.00	\$2,104.44	
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00			-\$2,146.68	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00			\$921,653.00	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00			\$210,753.00	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/99 -06/30/00			\$1,388,689.00	\$0.00
TOTAL FOR MULTNOMAH DD CASE MG						\$4,781,028.48	\$0.00
49	26-940	MULTNMH CO FAM SUPP	07/01/99 -06/30/00		\$0.00	\$1,047,854.04	
49	26-940	MULTNMH CO FAM SUPP	07/01/99 -06/30/00		\$0.00	\$112,825.44	

PROJECTED RATE/SLOT CHANGES
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CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
49	26-940	MULTNMH CO FAM SUPP	07/01/99 -06/30/00			-\$120,000.00	\$0.00
		TOTAL FOR MULTNMH CO FAM SUPP				\$1,040,679.48	\$0.00
50	26-531	EASTCO - PINE RTH	07/01/99 -06/30/00	21.	\$1,972.59	\$497,092.68	
50	26-531	EASTCO - PINE RTH	07/01/99 -06/30/00		10,668.70	\$128,024.40	
		TOTAL FOR EASTCO - PINE RTH				\$625,117.08	\$0.00
50	26-532	EASTCO - BUSH	07/01/99 -06/30/00	8.	\$1,498.99	\$143,903.04	
		TOTAL FOR EASTCO - BUSH				\$143,903.04	\$0.00
50	26-534	RAINBOW ADULT LIVIN	07/01/99 -06/30/00	50.	\$2,917.61	\$1,750,566.00	
50	26-534	RAINBOW ADULT LIVIN	07/01/99 -06/30/00	1.	\$2,258.17	\$27,098.04	
		TOTAL FOR RAINBOW ADULT LIVING				\$1,777,664.04	\$0.00
50	26-536	UP AND OUT	07/01/99 -06/30/00	1.	\$2,404.99	\$28,859.88	
50	26-536	UP AND OUT	07/01/99 -06/30/00	28.	\$2,145.70	\$720,955.20	
		TOTAL FOR UP AND OUT				\$749,815.08	\$0.00
50	26-541	WESTSIDE COMM FOCUS	07/01/99 -06/30/00	15.	\$2,643.96	\$475,912.80	
		TOTAL FOR WESTSIDE COMM FOCUS				\$475,912.80	\$0.00
50	26-569	EASTCO-HALSEY	07/01/99 -06/30/00	5.	\$2,019.28	\$121,156.80	
		TOTAL FOR EASTCO-HALSEY				\$121,156.80	\$0.00
50	26-575	PORTLAND METRO RES	07/01/99 -06/30/00		\$2,240.75	\$26,889.00	
50	26-575	PORTLAND METRO RES	07/01/99 -06/30/00	58.	\$3,422.11	\$2,381,788.56	

PROJECTED RATE/SLOT CHANGES
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CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR PORTLAND METRO RES S				\$2,408,677.56	\$0.00
50	26-577	STAR CORP.-132ND PL	07/01/99 -06/30/00	5.	\$2,673.57	\$160,414.20	
		TOTAL FOR STAR CORP.-132ND PLA				\$160,414.20	\$0.00
50	26-584	KERR CENTERS	07/01/99 -06/30/00	17.	\$5,424.99	\$1,106,697.96	
50	26-584	KERR CENTERS	07/01/99 -06/30/00	3.	\$4,261.33	\$153,407.88	
		TOTAL FOR KERR CENTERS				\$1,260,105.84	\$0.00
50	26-908	GOOD SHEPHERD CIP R	07/01/99 -06/30/00	15.	\$4,290.72	\$772,329.60	
50	26-908	GOOD SHEPHERD CIP R	07/01/99 -06/30/00	3.	\$5,594.15	\$201,389.40	
		TOTAL FOR GOOD SHEPHERD CIP RE				\$973,719.00	\$0.00
50	26-919	WILDWOOD CIP	07/01/99 -06/30/00	22.	\$4,996.21	\$1,318,999.44	
50	26-919	WILDWOOD CIP	07/01/99 -06/30/00		\$5,516.56	\$66,198.72	
50	26-919	WILDWOOD CIP	07/01/99 -06/30/00	1.	11,274.46	\$135,293.52	
		TOTAL FOR WILDWOOD CIP				\$1,520,491.68	\$0.00
50	26-920	BETHPHAGE CIP	07/01/99 -06/30/00		\$2,024.47	\$24,293.64	
50	26-920	BETHPHAGE CIP	07/01/99 -06/30/00	28.	\$5,584.46	\$1,876,378.56	
		TOTAL FOR BETHPHAGE CIP				\$1,900,672.20	\$0.00
50	26-921	ADULT LRNG SYSTEM C	07/01/99 -06/30/00	1.	\$8,481.23	\$101,774.76	
50	26-921	ADULT LRNG SYSTEM C	07/01/99 -06/30/00	22.	\$4,724.96	\$1,247,389.44	
50	26-921	ADULT LRNG SYSTEM C	07/01/99 -06/30/00		12,232.11	\$146,785.32	
		TOTAL FOR ADULT LRNG SYSTEM CI				\$1,495,949.52	\$0.00
50	26-928	COAST REHABILITATIO	07/01/99 -06/30/00	1.	\$5,376.63	\$64,519.56	

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
50	26-928	COAST REHABILITATIO	07/01/99 -06/30/00	36.	\$4,882.05	\$2,109,045.60	
50	26-928	COAST REHABILITATIO	07/01/99 -06/30/00	3.	\$5,931.16	\$213,521.76	
TOTAL FOR COAST REHABILITATION						\$2,387,086.92	\$0.00
50	26-933	ALTERNATIVE SER.-RE	07/01/99 -06/30/00	11.	\$7,206.46	\$951,252.72	
50	26-933	ALTERNATIVE SER.-RE	07/01/99 -06/30/00	4.	\$6,083.84	\$292,024.32	
50	26-933	ALTERNATIVE SER.-RE	07/01/99 -06/30/00	1.	10,534.54	\$126,414.48	
TOTAL FOR ALTERNATIVE SER.-RES						\$1,369,691.52	\$0.00
50	26-948	CENTER FOR CONTINUO	07/01/99 -06/30/00	9.	10,091.00	\$1,089,828.00	
TOTAL FOR CENTER FOR CONTINUOU						\$1,089,828.00	\$0.00
50	26-950	COMM SVCS MULT RES	07/01/99 -06/30/00	2.	10,047.71	\$241,145.04	
50	26-950	COMM SVCS MULT RES	07/01/99 -06/30/00	1.	\$1,494.90	\$17,938.80	
TOTAL FOR COMM SVCS MULT RES						\$259,083.84	\$0.00
50	26-951	DANVILLE MULT RESID	07/01/99 -06/30/00	10.	\$5,252.18	\$630,261.60	
TOTAL FOR DANVILLE MULT RESIDE						\$630,261.60	\$0.00
50	26-TBD	TO BE DECIDED	07/01/99 -06/30/00	25.	\$4,985.60	\$1,495,680.00	
TOTAL FOR TO BE DECIDED						\$1,495,680.00	\$0.00
51	26-929	UCP HOME PROGRAM	07/01/99 -06/30/00	1.	\$8,646.76	\$103,761.12	
51	26-929	UCP HOME PROGRAM	07/01/99 -06/30/00	28.	\$2,352.42	\$790,413.12	
TOTAL FOR UCP HOME PROGRAM						\$894,174.24	\$0.00
51	26-930	KERR CENTERS-KDDC	07/01/99 -06/30/00	1.	\$3,500.97	\$42,011.64	
51	26-930	KERR CENTERS-KDDC	07/01/99 -06/30/00		\$1,889.68	\$22,676.16	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
51	26-930	KERR CENTERS-KDDC	07/01/99 -06/30/00	9.	\$4,447.15	\$480,292.20	
		TOTAL FOR KERR CENTERS-KDDC				\$544,980.00	\$0.00
51	26-931	EASTCO-PINE STREET	07/01/99 -06/30/00	9.	\$2,274.19	\$245,612.52	
		TOTAL FOR EASTCO-PINE STREET				\$245,612.52	\$0.00
51	26-932	RAINBOW ADULT LIVIN	07/01/99 -06/30/00	20.	\$2,806.99	\$673,677.60	
		TOTAL FOR RAINBOW ADULT LIVING				\$673,677.60	\$0.00
51	26-939	UP AND OUT, INC.	07/01/99 -06/30/00	3.	\$975.54	\$35,119.44	
		TOTAL FOR UP AND OUT, INC.				\$35,119.44	\$0.00
51	26-941	WESTSIDE SUPP LIV	07/01/99 -06/30/00	10.	\$703.45	\$84,414.00	
		TOTAL FOR WESTSIDE SUPP LIV				\$84,414.00	\$0.00
51	26-942	COMM VIS SUPP LIV	07/01/99 -06/30/00	18.	\$4,564.80	\$985,996.80	
51	26-942	COMM VIS SUPP LIV	07/01/99 -06/30/00		\$3,913.20	\$46,958.40	
		TOTAL FOR COMM VIS SUPP LIV				\$1,032,955.20	\$0.00
51	26-954	DANVILLE MULT SUPP	07/01/99 -06/30/00		\$2,528.34	\$30,340.08	
51	26-954	DANVILLE MULT SUPP	07/01/99 -06/30/00	2.	\$7,821.70	\$187,720.80	
		TOTAL FOR DANVILLE MULT SUPP L				\$218,060.88	\$0.00
51	26-955	S CHRSTNC-MULT SUPP	07/01/99 -06/30/00	3.	\$5,858.20	\$210,895.20	
		TOTAL FOR S CHRSTNC-MULT SUPP				\$210,895.20	\$0.00
51	26-956	SELF DETER-MULT S L	07/01/99 -06/30/00	1.	\$7,732.75	\$92,793.00	

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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
TOTAL FOR SELF DETER-MULT S LI						\$92,793.00	\$0.00
53	26-620	TRANSPO. NON-TRIMET	07/01/99 -06/30/00	5.	\$295.57	\$17,734.20	
53	26-620	TRANSPO. NON-TRIMET	07/01/99 -06/30/00	3.	\$286.34	\$10,308.24	
53	26-620	TRANSPO. NON-TRIMET	07/01/99 -06/30/00	1.	\$295.57	\$3,546.84	
53	26-620	TRANSPO. NON-TRIMET	07/01/99 -06/30/00	222.	\$262.27	\$698,687.28	
53	26-620	TRANSPO. NON-TRIMET	07/01/99 -06/30/00	3.	\$295.57	\$10,640.52	
TOTAL FOR TRANSPO. NON-TRIMET						\$740,917.08	\$0.00
53	26-668	TRANSPORT. TRI-MET	07/01/99 -06/30/00	199.	\$167.39	\$399,727.32	
53	26-668	TRANSPORT. TRI-MET	07/01/99 -06/30/00			\$521,130.85	\$0.00
53	26-668	TRANSPORT. TRI-MET	07/01/99 -06/30/00			\$586,590.71	\$0.00
TOTAL FOR TRANSPORT. TRI-MET						\$1,507,448.88	\$0.00
54	26-533	EASTCO DIVERSIFIED-	07/01/99 -06/30/00	74.	\$634.80	\$563,702.40	
TOTAL FOR EASTCO DIVERSIFIED-A						\$563,702.40	\$0.00
54	26-537	ST VINCENT DEPAUL-A	07/01/99 -06/30/00	27.	\$530.39	\$171,846.36	
TOTAL FOR ST VINCENT DEPAUL-AC						\$171,846.36	\$0.00
54	26-540	UCP - AC	07/01/99 -06/30/00	26.	\$887.33	\$276,846.96	
TOTAL FOR UCP - AC						\$276,846.96	\$0.00
54	26-545	PORTLAND HAB CT-AC	07/01/99 -06/30/00	35.	\$538.37	\$226,115.40	
TOTAL FOR PORTLAND HAB CT-AC						\$226,115.40	\$0.00
54	26-546	OREGON INDUSTRIES F	07/01/99 -06/30/00	41.	\$871.20	\$428,630.40	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR OREGON INDUSTRIES FO				\$428,630.40	\$0.00
54	26-547	PORT CITY DEV CT-AC	07/01/99 -06/30/00	58.	\$698.33	\$486,037.68	
		TOTAL FOR PORT CITY DEV CT-AC				\$486,037.68	\$0.00
54	26-563	PORTLAND PRKS/REC A	07/01/99 -06/30/00	10.	\$463.49	\$55,618.80	
54	26-563	PORTLAND PRKS/REC A	07/01/99 -06/30/00	1.	\$656.65	\$7,879.80	
		TOTAL FOR PORTLAND PRKS/REC AC				\$63,498.60	\$0.00
54	26-566	GOODWILL IND.-ACT C	07/01/99 -06/30/00	16.	\$603.53	\$115,877.76	
54	26-566	GOODWILL IND.-ACT C	07/01/99 -06/30/00	1.	\$606.66	\$7,279.92	
		TOTAL FOR GOODWILL IND.-ACT CT				\$123,157.68	\$0.00
54	26-570	EASTCO-SHELTERED SV	07/01/99 -06/30/00	16.	\$625.45	\$120,086.40	
		TOTAL FOR EASTCO-SHELTERED SVC				\$120,086.40	\$0.00
54	26-571	GOODWILL-SHELTERED	07/01/99 -06/30/00	11.	\$551.92	\$72,853.44	
		TOTAL FOR GOODWILL-SHELTERED S				\$72,853.44	\$0.00
54	26-572	PORTLAND HAB CTR-SS	07/01/99 -06/30/00	26.	\$551.92	\$172,199.04	
		TOTAL FOR PORTLAND HAB CTR-SSP				\$172,199.04	\$0.00
54	26-573	ST VINCENT DEPAUL-S	07/01/99 -06/30/00	22.	\$555.21	\$146,575.44	
		TOTAL FOR ST VINCENT DEPAUL-SS				\$146,575.44	\$0.00
54	26-574	UCP-SHELTERED SVCS	07/01/99 -06/30/00	25.	\$554.68	\$166,404.00	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR UCP-SHELTERED SVCS P				\$166,404.00	\$0.00
54	26-578	PORTLAND EMPLOYMT-S	07/01/99 -06/30/00	32.	\$676.38	\$259,729.92	
		TOTAL FOR PORTLAND EMPLOYMT-SS				\$259,729.92	\$0.00
54	26-581	OREGON COMM BLIND-S	07/01/99 -06/30/00	5.	\$770.97	\$46,258.20	
		TOTAL FOR OREGON COMM BLIND-SE				\$46,258.20	\$0.00
54	26-582	OREGON HEALTH SCI-S	07/01/99 -06/30/00	38.	\$789.72	\$360,112.32	
		TOTAL FOR OREGON HEALTH SCI-SE				\$360,112.32	\$0.00
54	26-585	OR. HEALTH SCI UNIV	07/01/99 -06/30/00	7.	\$921.94	\$77,442.96	
		TOTAL FOR OR. HEALTH SCI UNIV				\$77,442.96	\$0.00
54	26-586	SUE CHRISTIANCE-SEM	07/01/99 -06/30/00	25.	\$683.44	\$205,032.00	
		TOTAL FOR SUE CHRISTIANCE-SEMP				\$205,032.00	\$0.00
54	26-587	PORTLAND EMPLOYMT-S	07/01/99 -06/30/00	1.	\$551.92	\$6,623.04	
		TOTAL FOR PORTLAND EMPLOYMT-SS				\$6,623.04	\$0.00
54	26-588	PORTLAND EMPLOYMT-P	07/01/99 -06/30/00	5.	\$954.73	\$57,283.80	
		TOTAL FOR PORTLAND EMPLOYMT-PC				\$57,283.80	\$0.00
54	26-593	UCP-SUPPORTED EMPLO	07/01/99 -06/30/00	8.	\$607.51	\$58,320.96	
		TOTAL FOR UCP-SUPPORTED EMPLOY				\$58,320.96	\$0.00

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
54	26-608	S. CHRISTIANCE-AC	07/01/99 -06/30/00	29.	\$1,135.02	\$394,986.96	
		TOTAL FOR S. CHRISTIANCE-AC				\$394,986.96	\$0.00
54	26-609	OR. EMPLYMT-SUPP EM	07/01/99 -06/30/00	13.	\$750.73	\$117,113.88	
		TOTAL FOR OR. EMPLYMT-SUPP EMP				\$117,113.88	\$0.00
54	26-615	GOODWILL COL WILLAM	07/01/99 -06/30/00	41.	\$605.87	\$298,088.04	
		TOTAL FOR GOODWILL COL WILLAME				\$298,088.04	\$0.00
54	26-675	ST VINCENT DEPAUL R	07/01/99 -06/30/00	8.	\$607.68	\$58,337.28	
		TOTAL FOR ST VINCENT DEPAUL RE				\$58,337.28	\$0.00
54	26-681	PORT CITY DEVELOPME	07/01/99 -06/30/00	8.	\$698.77	\$67,081.92	
		TOTAL FOR PORT CITY DEVELOPMEN				\$67,081.92	\$0.00
54	26-685	I&I	07/01/99 -06/30/00	5.	\$523.18	\$31,390.80	
54	26-685	I&I	07/01/99 -06/30/00	1.	\$1,875.55	\$22,506.60	
		TOTAL FOR I&I				\$53,897.40	\$0.00
54	26-687	DEVELOPMENTAL SYSTE	07/01/99 -06/30/00	30.	\$981.17	\$353,221.20	
		TOTAL FOR DEVELOPMENTAL SYSTEM				\$353,221.20	\$0.00
54	26-688	I&I	07/01/99 -06/30/00	8.	\$785.61	\$75,418.56	
		TOTAL FOR I&I				\$75,418.56	\$0.00
54	26-689	DEVELOPMENTAL SYSTE	07/01/99 -06/30/00	3.	\$1,034.70	\$37,249.20	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR DEVELOPMENTAL SYSTEM				\$37,249.20	\$0.00
54	26-692	ALT WK CONCPTS CIP-	07/01/99 -06/30/00	4.	\$1,547.99	\$74,303.52	
		TOTAL FOR ALT WK CONCPTS CIP-A				\$74,303.52	\$0.00
54	26-693	DEV SYS-CIP AC	07/01/99 -06/30/00	32.	\$1,283.35	\$492,806.40	
		TOTAL FOR DEV SYS-CIP AC				\$492,806.40	\$0.00
54	26-695	I&I - CIP AC	07/01/99 -06/30/00	3.	\$2,262.55	\$81,451.80	
54	26-695	I&I - CIP AC	07/01/99 -06/30/00	5.	\$469.70	\$28,182.00	
		TOTAL FOR I&I - CIP AC				\$109,633.80	\$0.00
54	26-696	OR COMM BLIND CIP-A	07/01/99 -06/30/00	2.	\$1,293.35	\$31,040.40	
		TOTAL FOR OR COMM BLIND CIP-AC				\$31,040.40	\$0.00
54	26-697	OREGON EMPLOY CIP-A	07/01/99 -06/30/00	3.	\$905.11	\$32,583.96	
		TOTAL FOR OREGON EMPLOY CIP-AC				\$32,583.96	\$0.00
54	26-699	S. CHRISTIANCE CIP-	07/01/99 -06/30/00	12.	\$1,199.85	\$172,778.40	
		TOTAL FOR S. CHRISTIANCE CIP-A				\$172,778.40	\$0.00
54	26-900	ST VINC DEPAUL CIP-	07/01/99 -06/30/00	3.	\$1,240.07	\$44,642.52	
		TOTAL FOR ST VINC DEPAUL CIP-A				\$44,642.52	\$0.00
54	26-911	I&I NON-CIP	07/01/99 -06/30/00	9.	\$972.95	\$105,078.60	

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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR I&I NON-CIP				\$105,078.60	\$0.00
54	26-912	ALT WORK CONCEPTS	07/01/99 -06/30/00	3.	\$1,104.22	\$39,751.92	
		TOTAL FOR ALT WORK CONCEPTS				\$39,751.92	\$0.00
54	26-915	BETHPHAGE CIP	07/01/99 -06/30/00	12.	\$1,316.64	\$189,596.16	
		TOTAL FOR BETHPHAGE CIP				\$189,596.16	\$0.00
54	26-916	COMMUNITY VISION CI	07/01/99 -06/30/00	21.	\$1,191.45	\$300,245.40	
		TOTAL FOR COMMUNITY VISION CIP				\$300,245.40	\$0.00
54	26-917	WILDWOOD CIP	07/01/99 -06/30/00	6.	\$1,294.70	\$93,218.40	
		TOTAL FOR WILDWOOD CIP				\$93,218.40	\$0.00
54	26-926	PORT CITY CIP	07/01/99 -06/30/00	6.	\$1,317.78	\$94,880.16	
		TOTAL FOR PORT CITY CIP				\$94,880.16	\$0.00
54	26-927	SERP ENTERPRISES	07/01/99 -06/30/00	15.	\$1,285.17	\$231,330.60	
54	26-927	SERP ENTERPRISES	07/01/99 -06/30/00	1.	\$1,342.16	\$16,105.92	
		TOTAL FOR SERP ENTERPRISES				\$247,436.52	\$0.00
54	26-938	KERR CENTERS - EMPL	07/01/99 -06/30/00	10.	\$1,339.79	\$160,774.80	
54	26-938	KERR CENTERS - EMPL	07/01/99 -06/30/00	3.	\$1,345.10	\$48,423.60	
54	26-938	KERR CENTERS - EMPL	07/01/99 -06/30/00	1.	\$814.65	\$9,775.80	
		TOTAL FOR KERR CENTERS - EMPLO				\$218,974.20	\$0.00
54	26-943	RAINBOW EMPLOYMENT	07/01/99 -06/30/00		\$1,537.32	\$18,447.84	

PROJECTED RATE/SLOT CHANGES
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54	26-943	RAINBOW EMPLOYMENT	07/01/99 -06/30/00	29.	\$816.97	\$284,305.56	
		TOTAL FOR RAINBOW EMPLOYMENT				\$302,753.40	\$0.00
54	26-946	OPPORTUNITIES UNLIM	07/01/99 -06/30/00	1.	\$1,083.62	\$13,003.44	
		TOTAL FOR OPPORTUNITIES UNLIMI				\$13,003.44	\$0.00
54	26-947	DANFORTH & ASSOCIAT	07/01/99 -06/30/00	4.	\$991.48	\$47,591.04	
54	26-947	DANFORTH & ASSOCIAT	07/01/99 -06/30/00	3.	\$1,320.95	\$47,554.20	
54	26-947	DANFORTH & ASSOCIAT	07/01/99 -06/30/00		\$782.68	\$9,392.16	
		TOTAL FOR DANFORTH & ASSOCIATE				\$104,537.40	\$0.00
54	26-949	ADULT LEARNING SYST	07/01/99 -06/30/00	3.	\$1,181.56	\$42,536.16	
		TOTAL FOR ADULT LEARNING SYSTE				\$42,536.16	\$0.00
54	26-953	CHALLENGE-MULT EMPL	07/01/99 -06/30/00	1.	\$615.04	\$7,380.48	
		TOTAL FOR CHALLENGE-MULT EMPL				\$7,380.48	\$0.00
54	26-TBD	TO BE DECIDED	07/01/99 -06/30/00	14.	\$838.55	\$140,876.40	
54	26-TBD	TO BE DECIDED	07/01/99 -06/30/00	2.	\$1,721.27	\$41,310.48	
		TOTAL FOR TO BE DECIDED				\$182,186.88	\$0.00
56	26-RNT	MULTNOMH RENT SUBSI	07/01/99 -06/30/00	155.	\$140.18	\$260,734.80	
		TOTAL FOR MULTNOMH RENT SUBSID				\$260,734.80	\$0.00
57	RT-XXX	REGIONAL TRAINING	07/01/99 -12/31/99			\$4,756.00	\$0.00
57	RT-XXX	REGIONAL TRAINING	07/01/99 -12/31/99			\$4,756.00	\$0.00
57	RT-XXX	REGIONAL TRAINING	07/01/99 -12/31/99			\$3,171.00	\$0.00

PROJECTED RATE/SLOT CHANGES
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TOTAL FOR REGIONAL TRAINING						\$12,683.00	\$0.00
57	SP-XXX	SPECIAL PROJECT	07/01/99 -06/30/00	1.	\$989.42	\$11,873.04	
57	SP-XXX	SPECIAL PROJECT	07/01/99 -06/30/00		\$0.00	\$6,369.60	
TOTAL FOR SPECIAL PROJECT						\$18,242.64	\$0.00
58	26-550	MULTNMH CO ADULT NR	07/01/99 -06/30/00		\$0.00	\$2,377,355.76	
58	26-550	MULTNMH CO ADULT NR	07/01/99 -06/30/00		\$0.00	\$212,852.40	
TOTAL FOR MULTNMH CO ADULT NR						\$2,590,208.16	\$0.00
58	26-960	MULTNMH CO CHILD NR	07/01/99 -06/30/00			\$1,322,846.04	\$0.00
TOTAL FOR MULTNMH CO CHILD NR						\$1,322,846.04	\$0.00
58	26-CBF	CRISIS BEDS FOSTER	07/01/99 -06/30/00			\$47,606.04	\$0.00
58	26-CBF	CRISIS BEDS FOSTER	07/01/99 -06/30/00		\$0.00	\$30,524.04	
TOTAL FOR CRISIS BEDS FOSTER H						\$78,130.08	\$0.00
59	26-551	MULTNOMAH AFC REL	07/01/99 -06/30/00	6.	\$132.83	\$9,563.76	
TOTAL FOR MULTNOMAH AFC REL						\$9,563.76	\$0.00
90	26-944	MULTNOMAH CO.-H.S.	07/01/99 -03/31/00	17.	\$613.78	\$93,908.34	\$0.00
90	26-944	MULTNOMAH CO.-H.S.	04/01/00 -06/30/00	16.	\$613.78	\$29,461.44	\$0.00
TOTAL FOR MULTNOMAH CO.-H.S. T						\$123,369.78	\$0.00
157	RG-CBU	REGIONAL CRISIS & B	07/01/99 -06/30/00			\$325,126.20	\$0.00
157	RG-CBU	REGIONAL CRISIS & B	07/01/99 -06/30/00			\$20,687.52	\$0.00

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		TOTAL FOR REGIONAL CRISIS & BA				\$345,813.72	\$0.00
		TOTAL FOR FISCAL YEAR 1999-2000				\$47,129,679.09	\$0.00
44	26-610	RELATED SVC BROKERA	07/01/00 -06/30/01		\$0.00	\$78,758.04	
44	26-610	RELATED SVC BROKERA	07/01/00 -06/30/01			\$117,899.16	\$0.00
44	26-610	RELATED SVC BROKERA	07/01/00 -06/30/01			\$47,251.00	\$0.00
		TOTAL FOR RELATED SVC BROKERAG				\$243,908.20	\$0.00
44	26-961	MULTNMH REG CRIS-FO	07/01/00 -06/30/01			\$12,000.00	\$0.00
		TOTAL FOR MULTNMH REG CRIS-FOS				\$12,000.00	\$0.00
45	26-690	MULT. NURSE SPEC SV	07/01/00 -06/30/01	20.	\$528.69	\$126,885.60	
		TOTAL FOR MULT. NURSE SPEC SVC				\$126,885.60	\$0.00
47	26-SIL	MULTNOMH SILP	07/01/00 -06/30/01	9.175	\$1,952.28	\$214,946.03	
		TOTAL FOR MULTNOMH SILP				\$214,946.03	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/00 -05/31/01			-\$1,967.79	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/00 -06/30/01		\$0.00	\$2,259,975.72	
48	26-500	MULTNOMAH DD CASE M	07/01/00 -06/30/01		\$0.00	\$2,104.44	
48	26-500	MULTNOMAH DD CASE M	07/01/00 -06/30/01			\$1,367,742.00	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/00 -06/30/01			\$921,653.00	\$0.00
48	26-500	MULTNOMAH DD CASE M	07/01/00 -06/30/01			\$210,753.00	\$0.00
		TOTAL FOR MULTNOMAH DD CASE MG				\$4,760,260.37	\$0.00
49	26-940	MULTNMH CO FAM SUPP	07/01/00 -06/30/01		\$0.00	\$1,047,854.04	

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
49	26-940	MULTNMH CO FAM SUPP	07/01/00 -06/30/01		\$0.00	\$112,825.44	
		TOTAL FOR MULTNMH CO FAM SUPP				\$1,160,679.48	\$0.00
50	26-531	EASTCO - PINE RTH	07/01/00 -06/30/01	21.	\$1,972.59	\$497,092.68	
50	26-531	EASTCO - PINE RTH	07/01/00 -06/30/01		10,668.70	\$128,024.40	
		TOTAL FOR EASTCO - PINE RTH				\$625,117.08	\$0.00
50	26-532	EASTCO - BUSH	07/01/00 -06/30/01	8.	\$1,498.99	\$143,903.04	
		TOTAL FOR EASTCO - BUSH				\$143,903.04	\$0.00
50	26-534	RAINBOW ADULT LIVIN	07/01/00 -06/30/01	1.	\$2,258.17	\$27,098.04	
50	26-534	RAINBOW ADULT LIVIN	07/01/00 -06/30/01	50.	\$2,917.61	\$1,750,566.00	
		TOTAL FOR RAINBOW ADULT LIVING				\$1,777,664.04	\$0.00
50	26-536	UP AND OUT	07/01/00 -06/30/01	28.	\$2,145.70	\$720,955.20	
50	26-536	UP AND OUT	07/01/00 -06/30/01	1.	\$2,404.99	\$28,859.88	
		TOTAL FOR UP AND OUT				\$749,815.08	\$0.00
50	26-541	WESTSIDE COMM FOCUS	07/01/00 -06/30/01	15.	\$2,643.96	\$475,912.80	
		TOTAL FOR WESTSIDE COMM FOCUS				\$475,912.80	\$0.00
50	26-569	EASTCO-HALSEY	07/01/00 -06/30/01	5.	\$2,019.28	\$121,156.80	
		TOTAL FOR EASTCO-HALSEY				\$121,156.80	\$0.00
50	26-575	PORTLAND METRO RES	07/01/00 -06/30/01		\$2,240.75	\$26,889.00	
50	26-575	PORTLAND METRO RES	07/01/00 -06/30/01	58.	\$3,422.11	\$2,381,788.56	

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR PORTLAND METRO RES S				\$2,408,677.56	\$0.00
50	26-577	STAR CORP.-132ND PL	07/01/00 -06/30/01	5.	\$2,673.57	\$160,414.20	
		TOTAL FOR STAR CORP.-132ND PLA				\$160,414.20	\$0.00
50	26-584	KERR CENTERS	07/01/00 -06/30/01	17.	\$5,424.99	\$1,106,697.96	
50	26-584	KERR CENTERS	07/01/00 -06/30/01	3.	\$4,261.33	\$153,407.88	
		TOTAL FOR KERR CENTERS				\$1,260,105.84	\$0.00
50	26-908	GOOD SHEPHERD CIP R	07/01/00 -06/30/01	15.	\$4,290.72	\$772,329.60	
50	26-908	GOOD SHEPHERD CIP R	07/01/00 -06/30/01	3.	\$5,594.15	\$201,389.40	
		TOTAL FOR GOOD SHEPHERD CIP RE				\$973,719.00	\$0.00
50	26-919	WILDWOOD CIP	07/01/00 -06/30/01	22.	\$4,996.21	\$1,318,999.44	
50	26-919	WILDWOOD CIP	07/01/00 -06/30/01	1.	11,274.46	\$135,293.52	
50	26-919	WILDWOOD CIP	07/01/00 -06/30/01		\$5,516.56	\$66,198.72	
		TOTAL FOR WILDWOOD CIP				\$1,520,491.68	\$0.00
50	26-920	BETHPHAGE CIP	07/01/00 -06/30/01		\$2,024.47	\$24,293.64	
50	26-920	BETHPHAGE CIP	07/01/00 -06/30/01	28.	\$5,584.46	\$1,876,378.56	
		TOTAL FOR BETHPHAGE CIP				\$1,900,672.20	\$0.00
50	26-921	ADULT LRNG SYSTEM C	07/01/00 -06/30/01	1.	\$8,481.23	\$101,774.76	
50	26-921	ADULT LRNG SYSTEM C	07/01/00 -06/30/01	22.	\$4,724.96	\$1,247,389.44	
50	26-921	ADULT LRNG SYSTEM C	07/01/00 -06/30/01		12,232.11	\$146,785.32	
		TOTAL FOR ADULT LRNG SYSTEM CI				\$1,495,949.52	\$0.00
50	26-928	COAST REHABILITATIO	07/01/00 -06/30/01	36.	\$4,882.05	\$2,109,045.60	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
50	26-928	COAST REHABILITATIO	07/01/00 -06/30/01	1.	\$5,376.63	\$64,519.56	
50	26-928	COAST REHABILITATIO	07/01/00 -06/30/01	3.	\$5,931.16	\$213,521.76	
TOTAL FOR COAST REHABILITATION						\$2,387,086.92	\$0.00
50	26-933	ALTERNATIVE SER.-RE	07/01/00 -06/30/01	1.	10,534.54	\$126,414.48	
50	26-933	ALTERNATIVE SER.-RE	07/01/00 -06/30/01	4.	\$6,083.84	\$292,024.32	
50	26-933	ALTERNATIVE SER.-RE	07/01/00 -06/30/01	11.	\$7,206.46	\$951,252.72	
TOTAL FOR ALTERNATIVE SER.-RES						\$1,369,691.52	\$0.00
50	26-948	CENTER FOR CONTINUO	07/01/00 -06/30/01	9.	10,091.00	\$1,089,828.00	
TOTAL FOR CENTER FOR CONTINUOU						\$1,089,828.00	\$0.00
50	26-950	COMM SVCS MULT RES	07/01/00 -06/30/01	2.	10,047.71	\$241,145.04	
50	26-950	COMM SVCS MULT RES	07/01/00 -06/30/01	1.	\$1,494.90	\$17,938.80	
TOTAL FOR COMM SVCS MULT RES						\$259,083.84	\$0.00
50	26-951	DANVILLE MULT RESID	07/01/00 -06/30/01	10.	\$5,252.18	\$630,261.60	
TOTAL FOR DANVILLE MULT RESIDE						\$630,261.60	\$0.00
50	26-TBD	TO BE DECIDED	07/01/00 -06/30/01	25.	\$4,985.60	\$1,495,680.00	
TOTAL FOR TO BE DECIDED						\$1,495,680.00	\$0.00
51	26-929	UCP HOME PROGRAM	07/01/00 -06/30/01	28.	\$2,352.42	\$790,413.12	
51	26-929	UCP HOME PROGRAM	07/01/00 -06/30/01	1.	\$8,646.76	\$103,761.12	
TOTAL FOR UCP HOME PROGRAM						\$894,174.24	\$0.00
51	26-930	KERR CENTERS-KDDC	07/01/00 -06/30/01	9.	\$4,447.15	\$480,292.20	
51	26-930	KERR CENTERS-KDDC	07/01/00 -06/30/01		\$1,889.68	\$22,676.16	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
51	26-930	KERR CENTERS-KDDC	07/01/00 -06/30/01	1.	\$3,500.97	\$42,011.64	
		TOTAL FOR KERR CENTERS-KDDC				\$544,980.00	\$0.00
51	26-931	EASTCO-PINE STREET	07/01/00 -06/30/01	9.	\$2,274.19	\$245,612.52	
		TOTAL FOR EASTCO-PINE STREET				\$245,612.52	\$0.00
51	26-932	RAINBOW ADULT LIVIN	07/01/00 -06/30/01	20.	\$2,806.99	\$673,677.60	
		TOTAL FOR RAINBOW ADULT LIVING				\$673,677.60	\$0.00
51	26-939	UP AND OUT, INC.	07/01/00 -06/30/01	3.	\$975.54	\$35,119.44	
		TOTAL FOR UP AND OUT, INC.				\$35,119.44	\$0.00
51	26-941	WESTSIDE SUPP LIV	07/01/00 -06/30/01	10.	\$703.45	\$84,414.00	
		TOTAL FOR WESTSIDE SUPP LIV				\$84,414.00	\$0.00
51	26-942	COMM VIS SUPP LIV	07/01/00 -06/30/01	18.	\$4,564.80	\$985,996.80	
51	26-942	COMM VIS SUPP LIV	07/01/00 -06/30/01		\$3,913.20	\$46,958.40	
		TOTAL FOR COMM VIS SUPP LIV				\$1,032,955.20	\$0.00
51	26-954	DANVILLE MULT SUPP	07/01/00 -06/30/01		\$2,528.34	\$30,340.08	
51	26-954	DANVILLE MULT SUPP	07/01/00 -06/30/01	2.	\$7,821.70	\$187,720.80	
		TOTAL FOR DANVILLE MULT SUPP L				\$218,060.88	\$0.00
51	26-955	S CHRSTNC-MULT SUPP	07/01/00 -06/30/01	3.	\$5,858.20	\$210,895.20	
		TOTAL FOR S CHRSTNC-MULT SUPP				\$210,895.20	\$0.00
51	26-956	SELF DETER-MULT S L	07/01/00 -06/30/01	1.	\$7,732.75	\$92,793.00	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
TOTAL FOR SELF DETER-MULT S LI						\$92,793.00	\$0.00
53	26-620	TRANSP. NON-TRIMET	07/01/00 -06/30/01	1.	\$295.57	\$3,546.84	
53	26-620	TRANSP. NON-TRIMET	07/01/00 -06/30/01	222.	\$262.27	\$698,687.28	
53	26-620	TRANSP. NON-TRIMET	07/01/00 -06/30/01	5.	\$295.57	\$17,734.20	
53	26-620	TRANSP. NON-TRIMET	07/01/00 -06/30/01	3.	\$295.57	\$10,640.52	
53	26-620	TRANSP. NON-TRIMET	07/01/00 -06/30/01	3.	\$286.34	\$10,308.24	
TOTAL FOR TRANSP. NON-TRIMET						\$740,917.08	\$0.00
53	26-668	TRANSPORT. TRI-MET	07/01/00 -06/30/01	199.	\$167.39	\$399,727.32	
53	26-668	TRANSPORT. TRI-MET	07/01/00 -06/30/01			\$583,028.66	\$0.00
53	26-668	TRANSPORT. TRI-MET	07/01/00 -06/30/01			\$524,692.90	\$0.00
TOTAL FOR TRANSPORT. TRI-MET						\$1,507,448.88	\$0.00
54	26-533	EASTCO DIVERSIFIED-	07/01/00 -06/30/01	74.	\$634.80	\$563,702.40	
TOTAL FOR EASTCO DIVERSIFIED-A						\$563,702.40	\$0.00
54	26-537	ST VINCENT DEPAUL-A	07/01/00 -06/30/01	27.	\$530.39	\$171,846.36	
TOTAL FOR ST VINCENT DEPAUL-AC						\$171,846.36	\$0.00
54	26-540	UCP - AC	07/01/00 -06/30/01	26.	\$887.33	\$276,846.96	
TOTAL FOR UCP - AC						\$276,846.96	\$0.00
54	26-545	PORTLAND HAB CT-AC	07/01/00 -06/30/01	35.	\$538.37	\$226,115.40	
TOTAL FOR PORTLAND HAB CT-AC						\$226,115.40	\$0.00
54	26-546	OREGON INDUSTRIES F	07/01/00 -06/30/01	41.	\$871.20	\$428,630.40	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR OREGON INDUSTRIES FO				\$428,630.40	\$0.00
54	26-547	PORT CITY DEV CT-AC	07/01/00 -06/30/01	58.	\$698.33	\$486,037.68	
		TOTAL FOR PORT CITY DEV CT-AC				\$486,037.68	\$0.00
54	26-563	PORTLAND PRKS/REC A	07/01/00 -06/30/01	10.	\$463.49	\$55,618.80	
54	26-563	PORTLAND PRKS/REC A	07/01/00 -06/30/01	1.	\$656.65	\$7,879.80	
		TOTAL FOR PORTLAND PRKS/REC AC				\$63,498.60	\$0.00
54	26-566	GOODWILL IND.-ACT C	07/01/00 -06/30/01	16.	\$603.53	\$115,877.76	
54	26-566	GOODWILL IND.-ACT C	07/01/00 -06/30/01	1.	\$606.66	\$7,279.92	
		TOTAL FOR GOODWILL IND.-ACT CT				\$123,157.68	\$0.00
54	26-570	EASTCO-SHELTERED SV	07/01/00 -06/30/01	16.	\$625.45	\$120,086.40	
		TOTAL FOR EASTCO-SHELTERED SVC				\$120,086.40	\$0.00
54	26-571	GOODWILL-SHELTERED	07/01/00 -06/30/01	11.	\$551.92	\$72,853.44	
		TOTAL FOR GOODWILL-SHELTERED S				\$72,853.44	\$0.00
54	26-572	PORTLAND HAB CTR-SS	07/01/00 -06/30/01	26.	\$551.92	\$172,199.04	
		TOTAL FOR PORTLAND HAB CTR-SSP				\$172,199.04	\$0.00
54	26-573	ST VINCENT DEPAUL-S	07/01/00 -06/30/01	22.	\$555.21	\$146,575.44	
		TOTAL FOR ST VINCENT DEPAUL-SS				\$146,575.44	\$0.00
54	26-574	UCP-SHELTERED SVCS	07/01/00 -06/30/01	25.	\$554.68	\$166,404.00	

PROJECTED RATE/SLOT CHANGES
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SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
		TOTAL FOR UCP-SHELTERED SVCS P				\$166,404.00	\$0.00
54	26-578	PORTLAND EMPLOYMT-S	07/01/00 -06/30/01	32.	\$676.38	\$259,729.92	
		TOTAL FOR PORTLAND EMPLOYMT-SS				\$259,729.92	\$0.00
54	26-581	OREGON COMM BLIND-S	07/01/00 -06/30/01	5.	\$770.97	\$46,258.20	
		TOTAL FOR OREGON COMM BLIND-SE				\$46,258.20	\$0.00
54	26-582	OREGON HEALTH SCI-S	07/01/00 -06/30/01	38.	\$789.72	\$360,112.32	
		TOTAL FOR OREGON HEALTH SCI-SE				\$360,112.32	\$0.00
54	26-585	OR. HEALTH SCI UNIV	07/01/00 -06/30/01	7.	\$921.94	\$77,442.96	
		TOTAL FOR OR. HEALTH SCI UNIV				\$77,442.96	\$0.00
54	26-586	SUE CHRISTIANCE-SEM	07/01/00 -06/30/01	25.	\$683.44	\$205,032.00	
		TOTAL FOR SUE CHRISTIANCE-SEMP				\$205,032.00	\$0.00
54	26-587	PORTLAND EMPLOYMT-S	07/01/00 -06/30/01	1.	\$551.92	\$6,623.04	
		TOTAL FOR PORTLAND EMPLOYMT-SS				\$6,623.04	\$0.00
54	26-588	PORTLAND EMPLOYMT-P	07/01/00 -06/30/01	5.	\$954.73	\$57,283.80	
		TOTAL FOR PORTLAND EMPLOYMT-PC				\$57,283.80	\$0.00
54	26-593	UCP-SUPPORTED EMPLO	07/01/00 -06/30/01	8.	\$607.51	\$58,320.96	
		TOTAL FOR UCP-SUPPORTED EMPLOY				\$58,320.96	\$0.00

PROJECTED RATE/SLOT CHANGES
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54	26-608	S. CHRISTIANCE-AC	07/01/00 -06/30/01	29.	\$1,135.02	\$394,986.96	
		TOTAL FOR S. CHRISTIANCE-AC				\$394,986.96	\$0.00
54	26-609	OR. EMPLOYMT-SUPP EM	07/01/00 -06/30/01	13.	\$750.73	\$117,113.88	
		TOTAL FOR OR. EMPLOYMT-SUPP EMP				\$117,113.88	\$0.00
54	26-615	GOODWILL COL WILLAM	07/01/00 -06/30/01	41.	\$605.87	\$298,088.04	
		TOTAL FOR GOODWILL COL WILLAME				\$298,088.04	\$0.00
54	26-675	ST VINCENT DEPAUL R	07/01/00 -06/30/01	8.	\$607.68	\$58,337.28	
		TOTAL FOR ST VINCENT DEPAUL RE				\$58,337.28	\$0.00
54	26-681	PORT CITY DEVELOPME	07/01/00 -06/30/01	8.	\$698.77	\$67,081.92	
		TOTAL FOR PORT CITY DEVELOPMEN				\$67,081.92	\$0.00
54	26-685	I&I	07/01/00 -06/30/01	5.	\$523.18	\$31,390.80	
54	26-685	I&I	07/01/00 -06/30/01	1.	\$1,875.55	\$22,506.60	
		TOTAL FOR I&I				\$53,897.40	\$0.00
54	26-687	DEVELOPMENTAL SYSTE	07/01/00 -06/30/01	30.	\$981.17	\$353,221.20	
		TOTAL FOR DEVELOPMENTAL SYSTEM				\$353,221.20	\$0.00
54	26-688	I&I	07/01/00 -06/30/01	8.	\$785.61	\$75,418.56	
		TOTAL FOR I&I				\$75,418.56	\$0.00
54	26-689	DEVELOPMENTAL SYSTE	07/01/00 -06/30/01	3.	\$1,034.70	\$37,249.20	

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		TOTAL FOR DEVELOPMENTAL SYSTEM				\$37,249.20	\$0.00
54	26-692	ALT WK CONCPTS CIP-	07/01/00 -06/30/01	4.	\$1,547.99	\$74,303.52	
		TOTAL FOR ALT WK CONCPTS CIP-A				\$74,303.52	\$0.00
54	26-693	DEV SYS-CIP AC	07/01/00 -06/30/01	32.	\$1,283.35	\$492,806.40	
		TOTAL FOR DEV SYS-CIP AC				\$492,806.40	\$0.00
54	26-695	I&I - CIP AC	07/01/00 -06/30/01	3.	\$2,262.55	\$81,451.80	
54	26-695	I&I - CIP AC	07/01/00 -06/30/01	5.	\$469.70	\$28,182.00	
		TOTAL FOR I&I - CIP AC				\$109,633.80	\$0.00
54	26-696	OR COMM BLIND CIP-A	07/01/00 -06/30/01	2.	\$1,293.35	\$31,040.40	
		TOTAL FOR OR COMM BLIND CIP-AC				\$31,040.40	\$0.00
54	26-697	OREGON EMPLOY CIP-A	07/01/00 -06/30/01	3.	\$905.11	\$32,583.96	
		TOTAL FOR OREGON EMPLOY CIP-AC				\$32,583.96	\$0.00
54	26-699	S. CHRISTIANCE CIP-	07/01/00 -06/30/01	12.	\$1,199.85	\$172,778.40	
		TOTAL FOR S. CHRISTIANCE CIP-A				\$172,778.40	\$0.00
54	26-900	ST VINC DEPAUL CIP-	07/01/00 -06/30/01	3.	\$1,240.07	\$44,642.52	
		TOTAL FOR ST VINC DEPAUL CIP-A				\$44,642.52	\$0.00
54	26-911	I&I NON-CIP	07/01/00 -06/30/01	9.	\$972.95	\$105,078.60	

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		TOTAL FOR I&I NON-CIP				\$105,078.60	\$0.00
54	26-912	ALT WORK CONCEPTS	07/01/00 -06/30/01	3.	\$1,104.22	\$39,751.92	
		TOTAL FOR ALT WORK CONCEPTS				\$39,751.92	\$0.00
54	26-915	BETHPHAGE CIP	07/01/00 -06/30/01	12.	\$1,316.64	\$189,596.16	
		TOTAL FOR BETHPHAGE CIP				\$189,596.16	\$0.00
54	26-916	COMMUNITY VISION CI	07/01/00 -06/30/01	21.	\$1,191.45	\$300,245.40	
		TOTAL FOR COMMUNITY VISION CIP				\$300,245.40	\$0.00
54	26-917	WILDWOOD CIP	07/01/00 -06/30/01	6.	\$1,294.70	\$93,218.40	
		TOTAL FOR WILDWOOD CIP				\$93,218.40	\$0.00
54	26-926	PORT CITY CIP	07/01/00 -06/30/01	6.	\$1,317.78	\$94,880.16	
		TOTAL FOR PORT CITY CIP				\$94,880.16	\$0.00
54	26-927	SERP ENTERPRISES	07/01/00 -06/30/01	15.	\$1,285.17	\$231,330.60	
54	26-927	SERP ENTERPRISES	07/01/00 -06/30/01	1.	\$1,342.16	\$16,105.92	
		TOTAL FOR SERP ENTERPRISES				\$247,436.52	\$0.00
54	26-938	KERR CENTERS - EMPL	07/01/00 -06/30/01	3.	\$1,345.10	\$48,423.60	
54	26-938	KERR CENTERS - EMPL	07/01/00 -06/30/01	10.	\$1,339.79	\$160,774.80	
54	26-938	KERR CENTERS - EMPL	07/01/00 -06/30/01	1.	\$814.65	\$9,775.80	
		TOTAL FOR KERR CENTERS - EMPLO				\$218,974.20	\$0.00
54	26-943	RAINBOW EMPLOYMENT	07/01/00 -06/30/01	29.	\$816.97	\$284,305.56	

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
54	26-943	RAINBOW EMPLOYMENT	07/01/00 -06/30/01		\$1,537.32	\$18,447.84	
		TOTAL FOR RAINBOW EMPLOYMENT				\$302,753.40	\$0.00
54	26-946	OPPORTUNITIES UNLIM	07/01/00 -06/30/01	1.	\$1,083.62	\$13,003.44	
		TOTAL FOR OPPORTUNITIES UNLIMI				\$13,003.44	\$0.00
54	26-947	DANFORTH & ASSOCIAT	07/01/00 -06/30/01	4.	\$991.48	\$47,591.04	
54	26-947	DANFORTH & ASSOCIAT	07/01/00 -06/30/01		\$782.68	\$9,392.16	
54	26-947	DANFORTH & ASSOCIAT	07/01/00 -06/30/01	3.	\$1,320.95	\$47,554.20	
		TOTAL FOR DANFORTH & ASSOCIATE				\$104,537.40	\$0.00
54	26-949	ADULT LEARNING SYST	07/01/00 -06/30/01	3.	\$1,181.56	\$42,536.16	
		TOTAL FOR ADULT LEARNING SYSTE				\$42,536.16	\$0.00
54	26-953	CHALLENGE-MULT EMPL	07/01/00 -06/30/01	1.	\$615.04	\$7,380.48	
		TOTAL FOR CHALLENGE-MULT EMPL				\$7,380.48	\$0.00
54	26-TBD	TO BE DECIDED	07/01/00 -06/30/01	14.	\$838.55	\$140,876.40	
54	26-TBD	TO BE DECIDED	07/01/00 -06/30/01	2.	\$1,721.27	\$41,310.48	
		TOTAL FOR TO BE DECIDED				\$182,186.88	\$0.00
56	26-RNT	MULTNOMH RENT SUBSI	07/01/00 -06/30/01	155.	\$140.18	\$260,734.80	
		TOTAL FOR MULTNOMH RENT SUBSID				\$260,734.80	\$0.00
57	SP-XXX	SPECIAL PROJECT	07/01/00 -06/30/01		\$0.00	\$6,369.60	
57	SP-XXX	SPECIAL PROJECT	07/01/00 -06/30/01	1.	\$989.42	\$11,873.04	

PROJECTED RATE/SLOT CHANGES
*****INFORMATION ONLY*****

CONTRACTOR: MULTNOMAH COUNTY
AGREEMENT#: 26-001 PAAF/AMENDMENT#: 004

SE#	PROVIDER NUMBER	PROVIDER	EFFECTIVE DATES	SLOT CHANGE	RATE CHANGE	OPERATING AMOUNT	STARTUP AMOUNT
TOTAL FOR SPECIAL PROJECT						\$18,242.64	\$0.00
58	26-550	MULTNMH CO ADULT NR	07/01/00 -06/30/01		\$0.00	\$212,852.40	
58	26-550	MULTNMH CO ADULT NR	07/01/00 -06/30/01		\$0.00	\$2,377,355.76	
TOTAL FOR MULTNMH CO ADULT NR						\$2,590,208.16	\$0.00
58	26-960	MULTNMH CO CHILD NR	07/01/00 -06/30/01			\$1,322,846.04	\$0.00
TOTAL FOR MULTNMH CO CHILD NR						\$1,322,846.04	\$0.00
58	26-CBF	CRISIS BEDS FOSTER	07/01/00 -06/30/01		\$0.00	\$30,524.04	
58	26-CBF	CRISIS BEDS FOSTER	07/01/00 -06/30/01			\$47,606.04	\$0.00
TOTAL FOR CRISIS BEDS FOSTER H						\$78,130.08	\$0.00
59	26-551	MULTNOMAH AFC REL	07/01/00 -06/30/01	6.	\$132.83	\$9,563.76	
TOTAL FOR MULTNOMAH AFC REL						\$9,563.76	\$0.00
157	RG-CBU	REGIONAL CRISIS & B	07/01/00 -06/30/01			\$20,687.52	\$0.00
157	RG-CBU	REGIONAL CRISIS & B	07/01/00 -06/30/01			\$325,126.20	\$0.00
TOTAL FOR REGIONAL CRISIS & BA						\$345,813.72	\$0.00
TOTAL FOR FISCAL YEAR 2000-2001						\$46,714,017.20	\$0.00
TOTAL FOR AGREEMENT# 26-001, PAAF/AMENDMENT#: 004						\$93,843,696.29	\$0.00

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
44	DD DIVERSION-CRISIS INTRVNTION	\$0	\$0	\$890,657	\$890,657		0./
TOTAL SE# 44		\$0	\$0	\$890,657	\$890,657		
45	NURSING HOME SERVICE	\$0	\$0	\$253,771	\$253,771		40./SLT
TOTAL SE# 45		\$0	\$0	\$253,771	\$253,771		
47	SEMI-INDEPENDENT LIVING	\$0	\$0	\$429,892	\$429,892		18.35/FTE
TOTAL SE# 47		\$0	\$0	\$429,892	\$429,892		
48	CASE MANAGEMENT	\$0	\$0	\$4,209	\$4,209	50B	0./CSM
48	CASE MANAGEMENT	\$0	\$0	\$9,537,080	\$9,537,080		0./CSM
TOTAL SE# 48		\$0	\$0	\$9,541,289	\$9,541,289		
49	SELF DIR INDIV & FAMILY SUPPOR	\$0	\$0	\$2,201,359	\$2,201,359		0./
TOTAL SE# 49		\$0	\$0	\$2,201,359	\$2,201,359		
50	RESIDENTIAL FACILITIES	\$0	\$0	\$1,260,523	\$1,260,523		20./SLT
50	RESIDENTIAL FACILITIES	\$0	\$0	\$40,429,940	\$40,429,940		794./SLT
TOTAL SE# 50		\$0	\$0	\$41,690,463	\$41,690,463		
51	SUPPORTED LIVING SERVICES	\$0	\$0	\$207,522	\$207,522	50B	2./SLT

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
51	SUPPORTED LIVING SERVICES	\$0	\$0	\$7,857,842	\$7,857,842		208./SLT
TOTAL SE# 51		\$0	\$0	\$8,065,364	\$8,065,364		
53	TRANSPORTATION	\$0	\$0	\$42,562	\$42,562	50B	12./SLT
53	TRANSPORTATION	\$0	\$0	\$4,454,170	\$4,454,170		854./SLT
TOTAL SE# 53		\$0	\$0	\$4,496,732	\$4,496,732		
54	EMPLOYMENT & ALTERNATIVE SERV	\$0	\$0	\$161,412	\$161,412	50B	10./SLT
54	EMPLOYMENT & ALTERNATIVE SERV	\$0	\$0	\$16,725,627	\$16,725,627		1718./SLT
TOTAL SE# 54		\$0	\$0	\$16,887,039	\$16,887,039		
56	RENT SUBSIDIES	\$0	\$0	\$521,470	\$521,470		310./SLT
TOTAL SE# 56		\$0	\$0	\$521,470	\$521,470		
57	DD-SPECIAL PROJECTS	\$0	\$0	\$12,683	\$12,683	57A	0./
57	DD-SPECIAL PROJECTS	\$0	\$0	\$23,746	\$23,746		2./SLT
57	DD-SPECIAL PROJECTS	\$0	\$0	\$12,739	\$12,739		0./
TOTAL SE# 57		\$0	\$0	\$49,168	\$49,168		
90	HIGH SCHOOL TRANSITION	\$0	\$0	\$123,370	\$123,370		201./CSM

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part A

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 90		\$0	\$0	\$123,370	\$123,370		
157	REGIONAL CRISIS & BACKUP SVCS	\$0	\$0	\$691,627	\$691,627		0./CSM
TOTAL SE# 157		\$0	\$0	\$691,627	\$691,627		
		\$0	\$0	\$85,842,201	\$85,842,201		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Part B

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
58	DD NON-RELATIVE FOSTER HOMES	\$0	\$0	\$7,982,369	\$7,982,369		0./
TOTAL SE#	58	\$0	\$0	\$7,982,369	\$7,982,369		
59	RELATIVE ADULT FOSTER CARE	\$0	\$0	\$19,128	\$19,128		12./SLT
TOTAL SE#	59	\$0	\$0	\$19,128	\$19,128		
		\$0	\$0	\$8,001,497	\$8,001,497		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
44	DD DIVERSION-CRISIS INTRVNTION	\$0	\$0	\$890,657	\$890,657		0./
TOTAL SE# 44		\$0	\$0	\$890,657	\$890,657		
45	NURSING HOME SERVICE	\$0	\$0	\$253,771	\$253,771		40./SLT
TOTAL SE# 45		\$0	\$0	\$253,771	\$253,771		
47	SEMI-INDEPENDENT LIVING	\$0	\$0	\$429,892	\$429,892		18.35/FTE
TOTAL SE# 47		\$0	\$0	\$429,892	\$429,892		
48	CASE MANAGEMENT	\$0	\$0	\$4,209	\$4,209	50B	0./CSM
48	CASE MANAGEMENT	\$0	\$0	\$9,537,080	\$9,537,080		0./CSM
TOTAL SE# 48		\$0	\$0	\$9,541,289	\$9,541,289		
49	SELF DIR INDIV & FAMILY SUPPOR	\$0	\$0	\$2,201,359	\$2,201,359		0./
TOTAL SE# 49		\$0	\$0	\$2,201,359	\$2,201,359		
50	RESIDENTIAL FACILITIES	\$0	\$0	\$1,260,523	\$1,260,523		20./SLT
50	RESIDENTIAL FACILITIES	\$0	\$0	\$40,429,940	\$40,429,940		794./SLT
TOTAL SE# 50		\$0	\$0	\$41,690,463	\$41,690,463		
51	SUPPORTED LIVING SERVICES	\$0	\$0	\$207,522	\$207,522	50B	2./SLT

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
51	SUPPORTED LIVING SERVICES	\$0	\$0	\$7,857,842	\$7,857,842		208./SLT
TOTAL SE# 51		\$0	\$0	\$8,065,364	\$8,065,364		
53	TRANSPORTATION	\$0	\$0	\$42,562	\$42,562	50B	12./SLT
53	TRANSPORTATION	\$0	\$0	\$4,454,170	\$4,454,170		854./SLT
TOTAL SE# 53		\$0	\$0	\$4,496,732	\$4,496,732		
54	EMPLOYMENT & ALTERNATIVE SERV	\$0	\$0	\$161,412	\$161,412	50B	10./SLT
54	EMPLOYMENT & ALTERNATIVE SERV	\$0	\$0	\$16,725,627	\$16,725,627		1718./SLT
TOTAL SE# 54		\$0	\$0	\$16,887,039	\$16,887,039		
56	RENT SUBSIDIES	\$0	\$0	\$521,470	\$521,470		310./SLT
TOTAL SE# 56		\$0	\$0	\$521,470	\$521,470		
57	DD-SPECIAL PROJECTS	\$0	\$0	\$12,683	\$12,683	57A	0./
57	DD-SPECIAL PROJECTS	\$0	\$0	\$23,746	\$23,746		2./SLT
57	DD-SPECIAL PROJECTS	\$0	\$0	\$12,739	\$12,739		0./
TOTAL SE# 57		\$0	\$0	\$49,168	\$49,168		
58	DD NON-RELATIVE FOSTER HOMES	\$0	\$0	\$7,982,369	\$7,982,369		0./

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION

Revised Grant Award (RGA)

RGA Totals

Summary

1999-2001

***** INFORMATION ONLY *****

CONTRACTOR: MULTNOMAH COUNTY

DATE: 06/21/99

CONTRACT#: 26-001

RGA#: 004

SE#	DESCRIPTION	CURRENT APPROVED	CURRENT PENDING	PROPOSED CHANGE	REVISED TOTAL	EXHIBIT B	SERVICE UNITS/TYPE
TOTAL SE# 58		\$0	\$0	\$7,982,369	\$7,982,369		
59	RELATIVE ADULT FOSTER CARE	\$0	\$0	\$19,128	\$19,128		12./SLT
TOTAL SE# 59		\$0	\$0	\$19,128	\$19,128		
90	HIGH SCHOOL TRANSITION	\$0	\$0	\$123,370	\$123,370		201./CSM
TOTAL SE# 90		\$0	\$0	\$123,370	\$123,370		
157	REGIONAL CRISIS & BACKUP SVCS	\$0	\$0	\$691,627	\$691,627		0./CSM
TOTAL SE# 157		\$0	\$0	\$691,627	\$691,627		
CONTRACT TOTAL		\$0	\$0	\$93,843,698	\$93,843,698		

NOTE: The amounts in the "REVISED TOTAL" column include amounts reported in the "CURRENT PENDING" column that have not yet been accepted/approved. Therefore, these amounts may change.

EXHIBIT E

**ADDITIONAL COUNTY EXPENDITURES FOR
ALCOHOL AND DRUG ABUSE SERVICES**

In accordance with the matching fund relationship required by ORS 430.359, the County shall maintain its 1999-2000 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 1998-99. The Division may waive all or part of the financial contribution requirement in consideration of severe financial hardship that would be imposed to maintain the contribution in full or in part.

EXHIBIT F
CARRYOVER

Any financial assistance paid to County under this Agreement for LA 01 (Local Administration) Services but not expended by County during the term of this Agreement may be retained by County for expenditure for delivery of Mental Health Services or Developmental Disability Services after expiration or termination of this Agreement. Any financial assistance paid to County under this Agreement for DD 45 (Nursing Facility Specialized Services), DD 48 (Case Management), DD 50 (Residential Facilities), DD 51 (Supported Living Services), DD 54 (Employment and Alternative Services), DD 56 (Rent Subsidies), DD 57 (DD Special Projects), DD 58 (DD Non-Relative Foster Homes), DD 59 (DD Relative Foster Homes), or DD 90 (High School Transition) Services, but not expended by County during the term of this Agreement may be retained by County for expenditure for delivery of Developmental Disability Services after expiration or termination of this Agreement. Any financial assistance paid to County under this Agreement for any Alcohol and Drug Abuse Service but not expended by County during the term of this Agreement may be retained by County for expenditure for delivery of Alcohol and Drug Abuse Services after the expiration or termination of this Agreement in accordance with the rules of the Office of Alcohol and Drug Abuse Programs of the Department of Human Resources.

MEETING DATE: JUN 24 1999
AGENDA NO: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Title V Delinquency Prevention Grant

Board Briefing:

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

REGULAR MEETING:

DATE REQUESTED: June 24, 1999
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Community Justice
CONTACT: Lore Joplin

DIVISION: Juvenile Community Justice
TELEPHONE #: 248-3438
BLDG/ROOM#: 311/JJD

PERSON(S) MAKING PRESENTATION: Joanne Fuller

ACTION REQUESTED

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE

Notice of Intent to Apply for Title V Delinquency Prevention Grant

SIGNATURES REQUIRED

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Joanne Fuller

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES.

Any questions? Please call the Board Clerk @ 248-3277

99 JUN - 8 PM 1:40
HOLLAND COUNTY
REGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners
FROM: Joanne Fuller *[Signature]*
DATE: June 3, 1999
SUBJECT: Notice of Intent to Apply for Title V Delinquency Prevention Grant

I. Recommended Action

Board approval to apply for Title V Delinquency Prevention Grant.

II. Background/Analysis

The focus is for local agencies to build partnerships with schools and to ensure services provided meet the needs of at-risk girls. In particular, five risk factors will be addressed, including anti-social behavior, poor family functioning, school failure, substance abuse problems, and negative peer association. Protective factors should be enhanced.

The Multnomah County Department of Community Justice's Juvenile Justice Division (JJD) is seeking \$50,000.00 to address gender specific (female) juvenile delinquency prevention. JJD will collaborate with the Schools Uniting Neighborhoods (SUN) initiative. This grant would allow JJD to contract for a full-time Juvenile Court Counselor for 12 months to

- identify girls with risk factors that, without intervention, could lead to their involvement or increased involvement in the juvenile justice system;
- access, track and supervise at-risk girls;
- utilize existing and new resources to involve teachers, families, communities and community agencies in addressing risk factors and strengthening protective factors; and,
- work in a SUN school facility¹.

¹ Four school sites will be selected by the SUN Implementation Team in June 1999. Communities are currently submitting applications to be a SUN site.

III. Financial Impact

The grant will total \$50,000. There is a 100% match requirement. The match can be in-kind. The grant period is 12 months, which will give us time to determine the impact of the strategies and decide whether it would be cost effective to continue the program after federal funding expires. There is a possibility that grant funding may be continued for a total of three years.

IV. Legal Issues

None

V. Controversial Issues

None

VI. Link to Current County Policies

The past years have seen a dramatic growth in efforts to address girls' issues. Virtually every Department in Multnomah County has participated in some effort to research girls' issues. Multnomah County's Strategic Plan for Juvenile Justice and Delinquency Prevention recommends initiatives to educate the public, justice system staff, and other service partners regarding "what works" to prevent juvenile crime with particular attention to cultural and gender-specific differences.

VII. Citizen Participation

Community Involvement

VIII. Government Participation

Planning has involved the Commission on Children and Families and the SUN School Implementation Group (a collaborative project which includes Multnomah County)

MEETING DATE: JUN 24 1999
AGENDA NO.: R-3
ESTIMATED START TIME: 9:35

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Expansion Grant For Health Care for the Homeless

BOARD BRIEFING: DATE REQUESTED: 6/15/99
REQUESTED BY: Sharon Armstrong
AMOUNT OF TIME NEEDED: 5 minutes
REGULAR MEETING: DATE REQUESTED: 6/24
AMOUNT OF TIME NEEDED: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: Primary Care
CONTACT: Kim Tierney TELEPHONE#: 248-5140
BLDG/ROOM#: 160/8
PERSON(S) MAKING PRESENTATION: Kim Tierney

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

**Outreach of Primary Care and Mental Health to Homeless Persons
at St. Francis Dining Hall**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
Or
DEPARTMENT MANAGER: Joe Wahl for Gary Oxman

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 2:44
99
MULTI-JURISDICTIONAL
OREGON



MULTNOMAH COUNTY OREGON



DEPARTMENT OF HUMAN SERVICES
HEALTH DEPARTMENT
WESTSIDE HEALTH CENTER
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-5140

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Sharon Armstrong, Director
Primary Care Division

THROUGH: Gary Oxman, Acting Director *for Gary Oxman*

SUBJECT: Notice of Intent to respond to a Request for Proposals from the Bureau of Primary Health Care

DATE: June 10, 1999

REQUESTED PLACEMENT DATE: June 24, 1999

I. Recommendation/Action Requested

The Multnomah County Health Department is requesting approval to respond to a Request for Proposals from the Bureau of Primary Health Care Health Care for the Homeless to fund a Primary Care Satellite Clinic Site at St. Francis Dining Hall

II. Background/Analysis

The Health Resources and Services Administration, Bureau of Primary Health Care has earmarked part of its FY 1999 appropriation to expand primary care outreach to additional homeless individuals. As a current Health Care for the Homeless grantee, Multnomah County Health Department is eligible to apply for these funds.

The Health Department currently provides health care to homeless adults and youth through the Westside Health Clinic. The Health Department receives funds from Health Care for the Homeless to provide comprehensive services to homeless. The Multnomah County Health Department proposes to increase health, alcohol and drug services to homeless individuals and families accessing the St. Francis Dining Hall. Currently this population is served by an outreach nurse at Providence and a social worker from Westside Health Center. The population has a high incidence of mental health issues, substance abuse, and health and problems and are less likely than many homeless to access these services. This proposal would include expansion of primary

care services to homeless at St. Francis. A physician and licensed practical nurse would provide acute primary care health services one afternoon a week. Clients would be encouraged to apply for Oregon Health Plan and access ongoing health care at Westside or the Primary Care Provider of their choice. The Alcohol and Drug Counselor housed at Westside Health Center would be available for alcohol and drug assessment and placement. Although services would be offered less than one day per week, the health department believes that this will substantially increase access for the county's most disenfranchised homeless population.

III. Financial Impact

Multnomah County Health Department anticipates requesting approximately \$ 75,000 for a one-year period. Grantees that receive funding under this initiative will be awarded a supplemental increase to their FY 1999 grant award. Subject to available funds, this increase will be added to the grantee's base award for subsequent years.

IV. Legal Issues

None known.

V. Controversial Issues

The St. Francis Dining Hall provides meals and some basic services to homeless individuals and families who are camping out and living on the street. Providence Health Systems has sent an outreach nurse to St. Francis for the past two years. Westside Health Center has sent a social worker to St Francis since October 1998. Expansion of Westside Health Center primary care and support services has the support of Providence and St. Francis. The neighborhood and St. Francis Dining Hall don't want these services to prevent homeless from accessing services elsewhere. We believe the intermittent existence of these services will increase their access into other sites.

VI. Link to Current County Policies

This project is consistent with the Strategic Directions of the Health Department of improving community health indicators and assuring access to needed care. This project is also consistent with the county benchmarks and primary strategies to Increase Health Care Access, Increase Mental Health Access, and Increase Alcohol and Drug Treatment Access.

VII. Citizen Participation

This proposal will be a collaborative effort between St. Francis Dining Hall, Providence Health Systems and Westside Health Center. Joint quarterly meetings with these agencies will also facilitate feedback regarding this proposal.

VIII. Other Government Participation

There have been preliminary discussions about use of clinic space for other staff from the Health Department. There may be a mutual goal to increase outreach services for behavioral health services including social workers and Alcohol and Drug counselors, (ADES). The ADES are currently housed in the Multnomah County Health Dept. but are funded through Multnomah County Alcohol and Drug. Referrals will be made to other County departments such as Mental Health and Alcohol and Drug services on an as needed basis.

MEETING DATE: JUN 24 1999
AGENDA NO.: R-4
ESTIMATED START TIME: 9:40

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Expansion Grant For Health Care for the Homeless

BOARD BRIEFING: DATE REQUESTED: 6/15/99
REQUESTED BY: Sharon Armstrong
AMOUNT OF TIME NEEDED: 5 minutes
REGULAR MEETING: DATE REQUESTED: 6/24
AMOUNT OF TIME NEEDED: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: Primary Care
CONTACT: Kim Tierney TELEPHONE#: 248-5140
BLDG/ROOM#: 160/8
PERSON(S) MAKING PRESENTATION: Kim Tierney

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

**Outreach of Primary Care and Mental Health to Homeless Persons
at St. Francis Dining Hall**

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
DEPARTMENT MANAGER: Jac Wall for Gary Dyman
Or _____

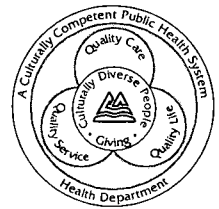
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
99 JUN 16 PM 2:47

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON



DEPARTMENT OF HUMAN SERVICES
HEALTH DEPARTMENT
WESTSIDE HEALTH CENTER
426 S.W. STARK, 5TH FLOOR
PORTLAND, OREGON 97204
(503) 248-5140

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
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Sharon Armstrong, Director
Primary Care Division

THROUGH: Gary Oxman, Acting Director *Joe Nahl for Gary Oxman*

SUBJECT: Notice of Intent to respond to a Request for Proposals from the Bureau of Primary Health Care

DATE: June 10, 1999.

REQUESTED PLACEMENT DATE: June 24, 1999

I. Recommendation/Action Requested

The Multnomah County Health Department is requesting approval to respond to a Request for Proposals from the Bureau of Primary Health Care Health Care for the Homeless to fund a Primary Care Satellite Clinic Site at St. Francis Dining Hall

II. Background/Analysis

The Health Resources and Services Administration, Bureau of Primary Health Care has earmarked part of its FY 1999 appropriation to expand mental health services services to additional homeless individuals. As a current Health Care for the Homeless grantee, Multnomah County Health Department is eligible to apply for these funds.

The Health Department currently provides health care to homeless adults and youth through the Westside Health Clinic. The Health Department receives funds from Health Care for the Homeless to provide comprehensive services to homeless. The Multnomah County Health Department proposes to increase mental health services and target mental health outreach services to homeless individuals and families accessing the St. Francis Dining Hall through Project Respond. Currently this population is served by an outreach nurse at Providence and a social worker from Westside Health Center. The population has a high incidence of mental health issues, substance abuse and health and are less likely than many homeless to access these services.

This proposal would include expansion of Project Respond Staff by a .5FTE mental health outreach worker to increase the mental health outreach to homeless and St. Francis. Clients would be triaged into mental health services through Unity West or through their primary care provider. Clients would be encouraged to apply for Oregon Health Plan and access ongoing health care at Westside or the Primary Care Provider of their choice. They grant will also propose increasing the .5 FTE Psychiatric Nurse Practitioner at Westside to .7. This will expand the capacity for mental health services for additional primary care clients. The Alcohol and Drug Counselor housed at Westside Health Center will be available for alcohol and drug assessment and placement. The Health Department believes that this will substantially increase access for the county's most disenfranchised homeless population.

III. Financial Impact

Multnomah County Health Department anticipates requesting approximately \$ 65,000 for a one-year period. Grantees that receive funding under this initiative will be awarded a supplemental increase to their FY 1999 grant award. Subject to available funds, this increase will be added to the grantee's base award for subsequent years.

IV. Legal Issues

None known.

V. Controversial Issues

The St. Francis Dining Hall provides meals and some basic services to homeless individuals and families who are camping out and living on the street. Providence Health Systems has sent an outreach nurse to St. Francis for the past two years. Westside Health Center has sent a social worker to St Francis since October 1998. Project Respond has served has served the St. Francis area in the past but is not financially able to do so at this time. This proposal has strong support of Providence and St. Francis. We believe these outreach mental health services will only serve to transition homeless off the street..

VI. Link to Current County Policies

This project is consistent with the Strategic Directions of the Health Department of improving community health indicators and assuring access to needed care. This project is also consistent with the county benchmarks and primary strategies to Increase Health Care Access, Increase Mental Health Access, and Increase Alcohol and Drug Treatment Access.

VII. Citizen Participation

This proposal will be a collaborative effort between St. Francis Dining Hall, Mental Health Services West, and the Westside Health. Joint quarterly meetings with these agencies will also facilitate feedback regarding this proposal.

VIII. Other Government Participation

There have been preliminary discussions about use of clinic space for other staff from the Health Department. There may be a mutual goal to increase outreach services for behavioral health services including social workers and Alcohol and Drug counselors, (ADES). The ADES are

currently housed in the Multnomah County Health Dept. and are funded through Multnomah County Alcohol and Drug. Multnomah County Alcohol and Drug supports outreach to St. Francis by the ADES. Referrals will be made to other County departments such as Mental Health and Alcohol and Drug services on an as needed basis.

MEETING DATE: JUN 24 1999

AGENDA #: R-5
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adoption of Dunthorpe Riverdale Service District Budget

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 24, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst or Dave Warren TELEPHONE #: 83599 or 83822
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

[Convene as the governing body for Dunthorpe Riverdale Service District No. 1]

Adoption of the 1999-00 Budget for the Dunthorpe Riverdale Sanitary Service District No.1

6/24/99 copies to Dave Warren & John
Dorst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: _____

Proby Blair

BOARD OF
COUNTY COMMISSIONERS
99 JUN 16 PM 1:56
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
GARY HANSEN
LISA NAITO
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners

FROM: Dave Warren, Principal Budget Analyst

TODAY'S DATE: June 16, 1999

REQUESTED PLACEMENT DATE: June 24, 1999

SUBJECT: Adopting the 1999-00 Dunthorpe Riverdale Budget

I. Recommendation / Action Requested:
Adopt the Budget.

II. Background / Analysis:
This should be a routine item. The budget continues the current level of service for the district.

Attachment A recites the recommendations made by Tax Supervising and makes responses to them. All the recommendations relate to the 1999-00 budget for the district.

III. Financial Impact:

No significant impact. The service charge is increased from \$37.50 per month to \$39.00 per month to cover additional processing costs imposed by the City of Portland.

IV. Legal Issues:

None

V. Controversial Issues:

None.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

VIII. Other Government Participation:
N/A

Before the Board of County Commissioners for Multnomah County, Oregon,
Governing Body for Dunthorpe Riverdale Sanitary Sewer Service District No. 1

RESOLUTION No. 99-117

Adopting the 1999-00 Budget for the Dunthorpe Riverdale Sanitary
Sewer District No. 1 and making appropriations

The Board finds:

- a. The Dunthorpe Riverdale Sanitary Sewer Service District No. 1 budget as prepared by the Budget Officer has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with recommendations.
- b. The budget as certified is on file in the Budget and Quality Office of Multnomah County.
- c. The Board has responded to the recommendations from the Tax Supervising and Conservation Commission, and the responses are attached to this Resolution as Attachment A.

The Board resolves:

1. That the budget, including Attachment A, is hereby adopted as the budget of Dunthorpe Riverdale Sanitary Sewer Service District No. 1.
2. Appropriations are authorized for the fiscal year July 1, 1999 to June 30, 2000 as follows.

Fund	Appropriation
General Fund	
	Materials and Services 254,000
	Capital Outlay 420,000
	Contingency 40,000
Total Requirements	714,000

ADOPTED this 24th day of June 1999.



Board of County Commissioners for Multnomah County, Oregon
Governing Body for Dunthorpe Riverdale Sanitary Sewer District No. 1

By Beverly Stein
Beverly Stein, Chair

Thomas Sponsler
Thomas Sponsler, County Counsel
For Multnomah County, Oregon

ATTACHMENT A

The Board makes the following response to the recommendation of the Tax Supervising and Conservation Commission contained in the letter certifying the 1999-00 Dunthorpe Riverdale Service District budget.

Publishing Notice of Budget Committee Meeting – two notices of the budget committee and one notice of the budget hearing are required to be published.

The Budget Office and the Transportation Division will make sure that the budget committee hearing is appropriately published next year.



**Tax Supervising
& Conservation
Commission**

724 Mead Building
421 S.W. Fifth Avenue
Portland, Oregon
97204-2189

TELEPHONE (503) 248-3054
FAX (503) 248-3053

E-Mail
TSCC@co.multnomah.or.us

Web Site
www.multnomah.lib.or.us/tsccl

June 4, 1999

Board of Commissioners
Dunthorpe-Riverdale Sewer Service District
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Commission has completed review and consideration of the Dunthorpe-Riverdale County Service District's 1999-00 budget. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1999-00 budget, filed May 20, 1999, is hereby certified with one objection which will require a written response. Estimates were judged to be reasonable for the purposes shown and the document was found to be in substantial compliance with the law.

Objection:

Publishing Notice of Budget Committee Meeting

Local Budget Law requires two notices of the budget committee and one notice of the budget hearing to be published. In future years notices of meetings need to be published. The definition of "published" in Local Budget Law includes hand delivery or first class mail. Possibly one of these options would work better for you than publishing in a newspaper.

Budget estimate amounts are certified as follows:

General Fund	\$ 1,087,500
Unappropriated Portion	373,500

Please file a copy of the adopted budget and supporting documentation with the Commission within 15 days of adoption. The filing should include all budget detail sheets, LB-50, proof of publication of the notice of the public hearing, and the resolutions. The response to the Commission objection should be included in either the adopting resolution, or within an accompanying letter.

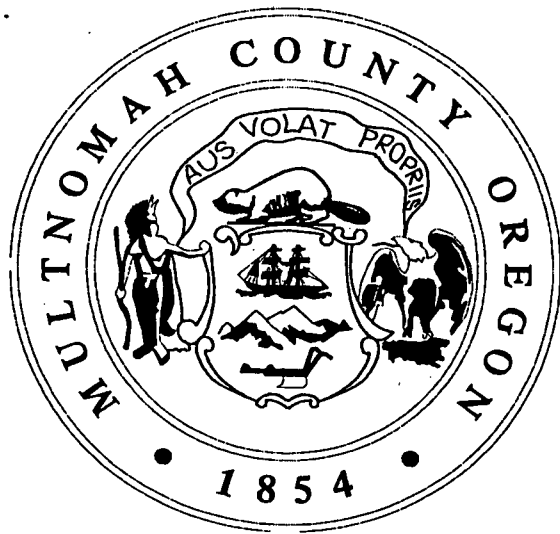
Thanks to staff for their efforts and assistance. Please let us know if we be of further assistance.

Sincerely,

TAX SUPERVISING & CONSERVATION COMMISSION

Linda Burtlehaus
Director

Commissioners
Richard Anderson
Nancy Conrath
Anthony Jankans
Charles Rosenthal
Carol Samuels



Multnomah County

Service District Budgets Fiscal Year 99-00

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MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	7
General Fund	8-9

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 96-97</u>	<u>ACTUAL 97-98</u>	<u>BUDGET 98-99</u>	<u>PROPOSED 99-2000</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	786,655	919,715	962,500	1,087,500
Street Lighting Service District No. 14 MID COUNTY	<u>943,157</u>	<u>1,001,534</u>	<u>1,004,000</u>	<u>1,040,000</u>
TOTAL	<u>1,774,000</u>	<u>1,650,000</u>	<u>1,966,500</u>	<u>1,966,500</u>

REIMBURSEMENTS TO COUNTY 1998-99 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	7,000	8,000	15,000
Mid County	<u>25,000</u>	<u>16,000</u>	<u>41,000</u>
TOTAL	<u>32,000</u>	<u>24,000</u>	<u>54,000</u>

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

Budget Committee 1999-00

The following members of the Dunthorpe Riverdale Budget Committee met on May 3, 1999 and approved the proposed budget.

Harlan D Luck 01250 SW RADCLIFFE RD.

Sean Stork 12112 SW Brynman Ave.

RDW 11119 SW Military Rd.

Chairperson

Tom C. Pickett 11577 SW Brynman Ave.

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 560 clients are mainly located in unincorporated Multnomah County with a few customers in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant. The three pump stations planned for reconstruction last three years were postponed until this year, again due to environmental constraints. The cost for the three projects is still estimated to be \$420,000.00. This money has been set aside in a sinking fund allocated to cover the costs associated with depreciated facilities.

The present service charge is \$37.50 per month. The proposed service charge is \$39.00 per month. The increase in the service charge is to reflect a portion of a 12% increase from the City of Portland for services and treatment and to re-establish over time the sinking fund to an adequate level to provide for future maintenance needs.

In accordance with the stated position of the District's governing body, the unappropriated balance is intended to fund the depreciation of the District's facilities.

RESOURCES

FORM LB-20

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	\$538,207	\$631,882	\$700,000	2. * Net Working Capital (Accrual Basis)	\$800,000	\$800,000		2.
3.				3. Previously Levied Taxes Estimated to be Received				3.
4.	\$34,855	\$40,891	\$15,000	4. Interest	\$25,000	\$25,000		4.
5.				5. OTHER RESOURCES				5.
6.	\$9,930	\$10,000	\$7,500	6. Connection Fees	\$7,500	\$7,500		6.
7.	\$203,663	\$236,942	\$240,000	7. Sewer Users Service Charge	\$255,000	\$255,000		7.
8.				8.				8.
9.				9.				9.
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24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	\$786,655	\$919,715	\$962,500	29. Total Resources, Except Taxes to be Levied	\$1,087,500	\$1,087,500		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	\$0	\$0		31. Taxes Collected in Year Levied				31.
32.	\$786,655	\$919,715	\$962,500	32. TOTAL RESOURCES	\$1,087,500	\$1,087,500		32.

EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding 97 - '98						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.				8. Multnomah County Charges:				8.
9.	\$4,800	\$4,960	\$7,000	9. General Fund Service Reimbursement	\$8,000	\$8,000		9.
10.	\$229	\$1,571	\$7,000	10. Road Fund Service Reimbursement	\$7,000	\$7,000		10.
11.	\$147,297	\$181,164	\$210,000	11. City of Portland Charges	\$235,000	\$235,000		11.
12.	\$240	\$185	\$500	12. Utilities	\$500	\$500		12.
13.	\$2,207	\$2,111	\$3,500	13. Miscellaneous	\$3,500	\$3,500		13.
14.	\$154,773	\$189,991	\$228,000	14. TOTAL MATERIAL AND SERVICES	\$254,000	\$254,000		14.
				CAPITAL OUTLAY				
15.	\$0	\$0	\$420,000	15. City of Portland Pump Station Reconstruction	\$420,000	\$420,000		15.
16.		\$0		16. Drainage Study				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	\$0	\$0	\$420,000	21. TOTAL CAPITAL OUTLAY	\$420,000	\$420,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			\$40,000	25. General Operating Contingency	\$40,000	\$40,000		25.
26.	\$0	\$0	\$40,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$40,000	\$40,000		26.
27.	\$154,773	\$189,991	\$688,000	27. TOTAL EXPENDITURES	\$714,000	\$714,000		27.
28.	\$631,882	\$729,724	\$274,500	28. UNAPPROPRIATED ENDING FUND BALANCE	\$373,500	\$373,500		28.
29.	\$786,655	\$919,715	\$962,500	29. TOTAL	\$1,087,500	\$1,087,500		29.

MID COUNTY LIGHTING DISTRICT NO. 14
Budget Committee 1999-00

The following members of the Mid County Lighting District Budget Committee met on May 11, 1999 and approved the proposed budget.

Marion Berg 2120 SE Beaver Creek Lane, Troutdale

Susan Anne 2550 SW Indian Mary Ct, Troutdale

Paula H. Goldie 2437 SE Beaver Creek Ln, Troutdale

Chairperson Jodilyn Rogers 104 SE Kibling Ave TDI OR 97060 "

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

District growth has stabilized due to the completion of the majority of the annexations, but is experiencing a mild increase due to development. The District is seeing an increase in costs by County road fund due to the change in services provided by PGE. PGE no longer provides lighting design services and the County has been providing that service. The District will continue to evaluate the schedule for replacement of existing facilities and the need for additional facilities. All replacement and improvement will be accomplished either out of capital outlay or unappropriated ending fund balance in the future years.

The district has been able to operate at the reduced rate of \$35 per home per year and proposes to remain at this rate next year.

RESOURCES

FORM LB-20

General

Mid-County Service Dist. No. 14

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	\$727,465	\$775,615	\$775,000	2. * Net Working Capital (Accrual Basis)	\$800,000	\$800,000		2.
3.	\$7,739	\$6,066	\$10,000	3. Previously Levied Taxes Estimated to be Received	\$10,000	\$10,000		3.
4.	\$42,866	\$45,759	\$40,000	4. Interest	\$45,000	\$45,000		4.
5.				5. OTHER RESOURCES				5.
6.	\$165,003	\$174,056	\$178,000	6. Assessments	\$184,000	\$184,000		6.
7.	\$84	\$38	\$1,000	7. Sundry	\$1,000	\$1,000		7.
8.				8.				8.
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24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	\$943,157	\$1,001,534	\$1,004,000	29. Total Resources, Except Taxes to be Levied	\$1,040,000	\$1,040,000		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	\$0	\$0		31. Taxes Collected in Year Levied				31.
32.	\$943,157	\$1,001,534	\$1,004,000	32. TOTAL RESOURCES	\$1,040,000	\$1,040,000		32.

EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30

General

Mid-County Service Dist. No. 14

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.	\$13,966	\$4,598	\$15,000	8. MULTCO General Fund Services	\$16,000	\$16,000		8.
9.		\$9,501	\$20,000	9. MULTCO Road Fund Services	\$25,000	\$25,000		9.
10.	\$146,547	\$153,146	\$175,000	10. Utilities	\$180,000	\$180,000		10.
11.	\$7,029	\$10,121	\$10,000	11. Miscellaneous	\$12,000	\$12,000		11.
12.				12.				12.
13.				13.				13.
14.	\$167,542	\$177,366	\$220,000	14. TOTAL MATERIAL AND SERVICES	\$233,000	\$233,000		14.
				CAPITAL OUTLAY				
15.	\$0	\$0	\$150,000	15. Equipment	\$150,000	\$150,000		15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	\$0	\$0	\$150,000	21. TOTAL MATERIAL AND SERVICES	\$150,000	\$150,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.		\$0	\$25,000	25. General Operating Contingency	\$25,000	\$25,000		25.
26.	\$0	\$0	\$25,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$25,000	\$25,000		26.
27.	\$167,542	\$177,366	\$395,000	27. TOTAL EXPENDITURES	\$408,000	\$408,000		27.
28.	\$775,615	\$824,168	\$609,000	28. UNAPPROPRIATED ENDING FUND BALANCE	\$632,000	\$632,000		28.
29.	\$943,157	\$1,001,534	\$1,004,000	29. TOTAL	\$1,040,000	\$1,040,000		29.

MEETING DATE: JUN 24 1999

AGENDA #: R-6
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adoption of Mid County Service District Budget

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: June 24, 1999

AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: John Dorst or Dave Warren TELEPHONE #: 83599 or 83822
BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

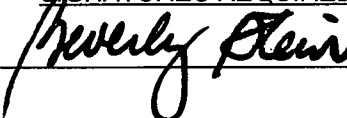
SUGGESTED AGENDA TITLE:

[Convene as the Governing Body of Mid County Street Lighting Service District No. 14]

Adoption of the 1998-99 Budget for the Mid County Street Lighting Service District No.14

6/24/99 copies to DAVE WARREN & JOHN
DORST

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 
(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

CLERK OF
COUNTY COMMISSIONERS
69 JUN 16 PM 11:56
MID COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
GARY HANSEN
LISA NAITO
SHARRON KELLEY

PLANNING & BUDGET
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

TO: Board of County Commissioners
FROM: Dave Warren, Principal Budget Analyst
TODAY'S DATE: June 16, 1999
REQUESTED PLACEMENT DATE: June 24, 1999
SUBJECT: Adopting the 1999-00 Mid County Budget

I. Recommendation / Action Requested:
Adopt the Budget.

II. Background / Analysis:
This should be a routine item. The budget continues the current level of service for the district.

Attachment A recites the recommendation made by Tax Supervising responds to it

III. Financial Impact:

No significant impact

IV. Legal Issues:

None

V. Controversial Issues:

None.

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

VIII. Other Government Participation:
N/A

Before the Board of County Commissioners for Multnomah County, Oregon,
Governing Body for Mid County Street Lighting Service District No. 14

RESOLUTION No. 99-118

Adopting the 1999-00 Budget for the Mid County Street
Lighting Service District No. 14 and making appropriations

The Board finds:

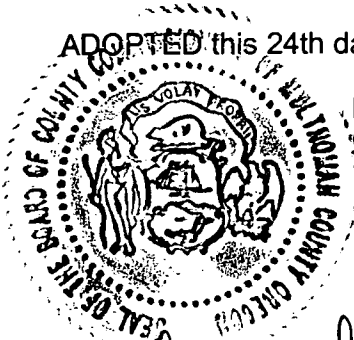
- a. The Mid County Street Lighting Service District No. 14 budget as prepared by the Budget Officer has been considered and approved by the budget committee and has been certified by the Tax Supervising and Conservation Commission with recommendations.
- b. The budget as certified is on file in the Budget and Quality Office of Multnomah County.
- c. The Board has responded to the recommendations from the Tax Supervising and Conservation Commission, and the responses are attached to this Resolution as Attachment A.

The Board resolves:

1. That the budget, including Attachment A, is hereby adopted as the budget of Mid County Street Lighting Service District No. 14.
2. Appropriations are authorized for the fiscal year July 1, 1999 to June 30, 2000 as follows.

Fund	Appropriation
General Fund	
	Materials and Services 233,000
	Capital Outlay 150,000
	Contingency 25,000
Total Requirements	408,000

ADOPTED this 24th day of June 1999.



Board of County Commissioners for Multnomah County, Oregon
Governing Body for Mid County Street Lighting Service District No. 14

By Beverly Stein
Beverly Stein, Chair

Reviewed:

Thomas Sponsler
Thomas Sponsler, County Counsel
For Multnomah County, Oregon

ATTACHMENT A

The Board makes the following response to the recommendation of the Tax Supervising and Conservation Commission contained in the letter certifying the 1999-00 Mid County Service District budget.

Publishing Notice of Budget Committee Meeting – two notices of the budget committee and one notice of the budget hearing are required to be published.

The Budget Office and the Transportation Division will make sure that the budget committee hearing is appropriately published next year.



**Tax Supervising
& Conservation
Commission**

724 Mead Building
421 S.W. Fifth Avenue
Portland, Oregon
97204-2189

TELEPHONE (503) 248-3054
FAX (503) 248-3053

E-Mail
TSCC@co.multnomah.or.us

Web Site
www.multnomah.lib.or.us/tsc/

June 4, 1999

Board of Commissioners
Mid-County Street Lighting Service District
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Commission has completed review and consideration of the Mid-County Street Lighting Service District's 1999-00 budget. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1999-00 budget, filed May 20, 1999, is hereby certified with one objection that will require a written response. Estimates were judged to be reasonable for the purposes shown and the document was found to be in substantial compliance with the law.

Objection:

Publishing Notice of Budget Committee Meeting

Local Budget Law requires two notices of the budget committee and one notice of the budget hearing to be published. In future years notices of meetings need to be published. The definition of "published" in Local Budget Law includes hand delivery or first class mail. Possibly one of these options would work better for you than publishing in a newspaper.

Budget estimate amounts are certified as follows:

General Fund	\$ 1,040,000
Unappropriated Portion	632,000

Please file a copy of the adopted budget and supporting documentation with the Commission within 15 days of adoption. The filing should include all budget detail sheets, LB-50, proof of publication of the notice of the public hearing, and the resolutions. The response to the Commission objection should be included in either the adopting resolution, or within an accompanying letter.

Thanks to staff for their efforts and assistance. Please let us know if we be of further assistance.

Sincerely,

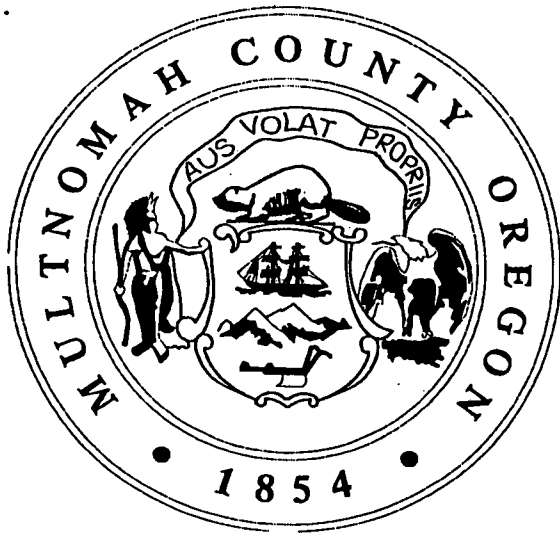
TAX SUPERVISING & CONSERVATION COMMISSION

Linda Burglehaus
Director

Commissioners

Richard Anderson
Nancy Conrath
Anthony Jankans
Charles Rosenthal
Carol Samuels

Multnomah County



Service District Budgets Fiscal Year 99-00

TABLE OF CONTENTS

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BUDGET STATEMENT	2
SUMMARY OF REQUIREMENTS - All Districts	3
DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1	
Budget Message	4
General Fund	5-6
MID COUNTY STREET LIGHTING SERVICE DISTRICT NO. 14	
Budget Message	7
General Fund	8-9

INTRODUCTION

Multnomah County Service Districts have been created under the provisions of the Oregon Revised Statutes, Chapter 451, to provide construction and operation of sanitary sewer systems and to provide street lighting in particular areas of the County. The Multnomah County Board of Commissioners serves as the Governing Body of each Service District. The Budget Committee for each Service District consists of the members of the Governing Body and residents of the Service District appointed by the Governing Body for terms of three years.

The annual budget for each Service District is prepared under the direction of a Budget Officer designated by the Governing Body. The Budget Committee reviews the annual budget and approves it, either as submitted by the Budget Officer or with revisions requested by the Budget Committee.

This fulfills the requirements of Local Budget Law (ORS 294), which provides specific methods for obtaining public views and enable the public to be informed about financial policies and administration of the districts.

EXPLANATION OF THE BUDGET DOCUMENT

This document consists of a detailed display of the Resources and Requirements of each of the two Service Districts in Multnomah County.

Preceding the financial information for each Service District is a brief Budget Message which discusses special items pertaining to the individual Service District, including any major changes in either Resources or Requirements.

SERVICE DISTRICT FINANCIAL POLICIES

Management of all Service Districts is conducted by the Multnomah County Department of Environmental Services. Each Service District is, however, a separate and independent financial entity. To this end, all expenses incurred by a Service District, including contractual engineering support and management by Multnomah County Department of Environmental Services and Finance Division, are met with revenue from sewer user charges and connection fees and/or assessments to real property within the street lighting or sewer Service District.

Under the Accrual Basis of accounting, all revenues are recorded at the time they are earned and expenditures are recorded at the time liabilities are incurred. Budgets and comparative historical cost summaries are prepared utilizing these bases. This practice conforms to Oregon Budget Law.

For financial statement purposes, each Service District is treated as an Enterprise Fund and accounted for on the accrual basis of accounting. This practice conforms to generally accepted accounting principles (GAAP).

SUMMARY OF REQUIREMENTS

<u>DESCRIPTION</u>	<u>ACTUAL 96-97</u>	<u>ACTUAL 97-98</u>	<u>BUDGET 98-99</u>	<u>PROPOSED 99-2000</u>
Sewer Service District No. 1 DUNTHORPE RIVERDALE	786,655	919,715	962,500	1,087,500
Street Lighting Service District No. 14 MID COUNTY	<u>943,157</u>	<u>1,001,534</u>	<u>1,004,000</u>	<u>1,040,000</u>
TOTAL	<u>1,774,000</u>	<u>1,650,000</u>	<u>1,966,500</u>	<u>1,966,500</u>

REIMBURSEMENTS TO COUNTY 1998-99 CHARGES BY MULTNOMAH COUNTY TO SERVICE DISTRICTS

<u>SERVICE DISTRICT</u>	<u>ROAD FUND</u>	<u>GENERAL FUND</u>	<u>TOTAL</u>
Dunthorpe Riverdale	7,000	8,000	15,000
Mid County	<u>25,000</u>	<u>16,000</u>	<u>41,000</u>
TOTAL	<u>32,000</u>	<u>24,000</u>	<u>54,000</u>

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

Budget Committee 1999-00

The following members of the Dunthorpe Riverdale Budget Committee met on May 3, 1999 and approved the proposed budget.

Harlan D. Luck 01250 SW RADCLIFFE RD.

Clean Stork 12112 SW Brynman Ave.

Robt J. 11819 SW Military Rd.

Chairperson

Tom C. Pickett 11511 SW Brynman Ave.

BUDGET MESSAGE

DUNTHORPE RIVERDALE SERVICE DISTRICT NO. 1

This district was formed in the middle 1960's and by 1970 had removed a significant source of pollution from the Willamette River. Its 560 clients are mainly located in unincorporated Multnomah County with a few customers in northern Clackamas County and the City of Portland.

The district's lines are maintained by the City of Portland and its sewage flow is treated at Portland's Tryon Creek Treatment Plant. The three pump stations planned for reconstruction last three years were postponed until this year, again due to environmental constraints. The cost for the three projects is still estimated to be \$420,000.00. This money has been set aside in a sinking fund allocated to cover the costs associated with depreciated facilities.

The present service charge is \$37.50 per month. The proposed service charge is \$39.00 per month. The increase in the service charge is to reflect a portion of a 12% increase from the City of Portland for services and treatment and to re-establish over time the sinking fund to an adequate level to provide for future maintenance needs.

In accordance with the stated position of the District's governing body, the unappropriated balance is intended to fund the depreciation of the District's facilities.

RESOURCES

FORM LB-20

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	\$538,207	\$631,882	\$700,000	2. * Net Working Capital (Accrual Basis)	\$800,000	\$800,000		2.
3.				3. Previously Levied Taxes Estimated to be Received				3.
4.	\$34,855	\$40,891	\$15,000	4. Interest	\$25,000	\$25,000		4.
5.				5. OTHER RESOURCES				5.
6.	\$9,930	\$10,000	\$7,500	6. Connection Fees	\$7,500	\$7,500		6.
7.	\$203,663	\$236,942	\$240,000	7. Sewer Users Service Charge	\$255,000	\$255,000		7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
12.				12.				12.
13.				13.				13.
14.				14.				14.
15.				15.				15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.				21.				21.
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	\$786,655	\$919,715	\$962,500	29. Total Resources, Except Taxes to be Levied	\$1,087,500	\$1,087,500		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	\$0	\$0		31. Taxes Collected in Year Levied				31.
32.	\$786,655	\$919,715	\$962,500	32. TOTAL RESOURCES	\$1,087,500	\$1,087,500		32.

EXPENDITURE SUMMARY

BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

General

Dunthorpe Riverdale Service Dist. No. 1

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding 97 - '98						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.				8. Multnomah County Charges:				8.
9.	\$4,800	\$4,960	\$7,000	9. General Fund Service Reimbursement	\$8,000	\$8,000		9.
10.	\$229	\$1,571	\$7,000	10. Road Fund Service Reimbursement	\$7,000	\$7,000		10.
11.	\$147,297	\$181,164	\$210,000	11. City of Portland Charges	\$235,000	\$235,000		11.
12.	\$240	\$185	\$500	12. Utilities	\$500	\$500		12.
13.	\$2,207	\$2,111	\$3,500	13. Miscellaneous	\$3,500	\$3,500		13.
14.	\$154,773	\$189,991	\$228,000	14. TOTAL MATERIAL AND SERVICES	\$254,000	\$254,000		14.
				CAPITAL OUTLAY				
15.	\$0	\$0	\$420,000	15. City of Portland Pump Station Reconstruction	\$420,000	\$420,000		15.
16.		\$0		16. Drainage Study				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	\$0	\$0	\$420,000	21. TOTAL CAPITAL OUTLAY	\$420,000	\$420,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.			\$40,000	25. General Operating Contingency	\$40,000	\$40,000		25.
26.	\$0	\$0	\$40,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$40,000	\$40,000		26.
27.	\$154,773	\$189,991	\$688,000	27. TOTAL EXPENDITURES	\$714,000	\$714,000		27.
28.	\$631,882	\$729,724	\$274,500	28. UNAPPROPRIATED ENDING FUND BALANCE	\$373,500	\$373,500		28.
29.	\$786,655	\$919,715	\$962,500	29. TOTAL	\$1,087,500	\$1,087,500		29.

MID COUNTY LIGHTING DISTRICT NO. 14
Budget Committee 1999-00

The following members of the Mid County Lighting District Budget Committee met on May 11, 1999 and approved the proposed budget.

Marion Deeg 2120 SE Beaver Creek Lane, Troutdale

Susan Anne 2550 SW Indian Mary Ct, TRUTDALE

Paula H. Goldie 2437 SE Beaver Creek Ln, Troutdale

Chairperson Jodily Rogers 104 SE Kibling AVE TDI, OR 97060

BUDGET MESSAGE

MID COUNTY SERVICE DISTRICT NO. 14

This county service district (originally known as Tulip Acres Lighting District when formed in 1967), now includes virtually all the unincorporated urban area of Multnomah County, as well as the cities of Fairview, Maywood Park and Troutdale.

District growth has stabilized due to the completion of the majority of the annexations, but is experiencing a mild increase due to development. The District is seeing an increase in costs by County road fund due to the change in services provided by PGE. PGE no longer provides lighting design services and the County has been providing that service. The District will continue to evaluate the schedule for replacement of existing facilities and the need for additional facilities. All replacement and improvement will be accomplished either out of capital outlay or unappropriated ending fund balance in the future years.

The district has been able to operate at the reduced rate of \$35 per home per year and proposes to remain at this rate next year.

RESOURCES

FORM LB-20

General

Mid-County Service Dist. No. 14

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			RESOURCE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1. * Available Cash on Hand (Cash Basis), or				1.
2.	\$727,465	\$775,615	\$775,000	2. * Net Working Capital (Accrual Basis)	\$800,000	\$800,000		2.
3.	\$7,739	\$6,066	\$10,000	3. Previously Levied Taxes Estimated to be Received	\$10,000	\$10,000		3.
4.	\$42,866	\$45,759	\$40,000	4. Interest	\$45,000	\$45,000		4.
5.				5. OTHER RESOURCES				5.
6.	\$165,003	\$174,056	\$178,000	6. Assessments	\$184,000	\$184,000		6.
7.	\$84	\$38	\$1,000	7. Sundry	\$1,000	\$1,000		7.
8.				8.				8.
9.				9.				9.
10.				10.				10.
11.				11.				11.
12.				12.				12.
13.				13.				13.
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22.				22.				22.
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24.				24.				24.
25.				25.				25.
26.				26.				26.
27.				27.				27.
28.				28.				28.
29.	\$943,157	\$1,001,534	\$1,004,000	29. Total Resources, Except Taxes to be Levied	\$1,040,000	\$1,040,000		29.
30.				30. Taxes Necessary to Balance Budget				30.
31.	\$0	\$0		31. Taxes Collected in Year Levied				31.
32.	\$943,157	\$1,001,534	\$1,004,000	32. TOTAL RESOURCES	\$1,040,000	\$1,040,000		32.

EXPENDITURE SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM LB-30

General

Mid-County Service Dist. No. 14

Name of Organizational Unit - Fund

Name of Municipal Corporation

	HISTORICAL DATA			EXPENDITURE DESCRIPTION	Budget for Next Year: 1999 - 2000			
	Actual		Adopted Budget This Year 98 - '99		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year: '96 - '97	First Preceding Year: '97 - '98						
				PERSONAL SERVICES				
1.				1.				1.
2.				2.				2.
3.				3.				3.
4.				4.				4.
5.				5.				5.
6.				6.				6.
7.				7. TOTAL PERSONAL SERVICES				7.
				MATERIALS AND SERVICES				
8.	\$13,966	\$4,598	\$15,000	8. MULTCO General Fund Services	\$16,000	\$16,000		8.
9.		\$9,501	\$20,000	9. MULTCO Road Fund Services	\$25,000	\$25,000		9.
10.	\$146,547	\$153,146	\$175,000	10. Utilities	\$180,000	\$180,000		10.
11.	\$7,029	\$10,121	\$10,000	11. Miscellaneous	\$12,000	\$12,000		11.
12.				12.				12.
13.				13.				13.
14.	\$167,542	\$177,366	\$220,000	14. TOTAL MATERIAL AND SERVICES	\$233,000	\$233,000		14.
				CAPITAL OUTLAY				
15.	\$0	\$0	\$150,000	15. Equipment	\$150,000	\$150,000		15.
16.				16.				16.
17.				17.				17.
18.				18.				18.
19.				19.				19.
20.				20.				20.
21.	\$0	\$0	\$150,000	21. TOTAL MATERIAL AND SERVICES	\$150,000	\$150,000		21.
				TRANSFERRED TO OTHER FUNDS				
22.				22.				22.
23.				23.				23.
24.				24.				24.
25.		\$0	\$25,000	25. General Operating Contingency	\$25,000	\$25,000		25.
26.	\$0	\$0	\$25,000	26. TOTAL TRANSFERS & CONTINGENCIES	\$25,000	\$25,000		26.
27.	\$167,542	\$177,366	\$395,000	27. TOTAL EXPENDITURES	\$408,000	\$408,000		27.
28.	\$775,615	\$824,168	\$609,000	28. UNAPPROPRIATED ENDING FUND BALANCE	\$632,000	\$632,000		28.
29.	\$943,157	\$1,001,534	\$1,004,000	29. TOTAL	\$1,040,000	\$1,040,000		29.

#1

SPEAKER SIGN UP CARDS

DATE 6-24-99

NAME

Anna Bocek

ADDRESS

5635 NE Skidmore

Portland, OR, 97218

PHONE

(503) 284-5933

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R7 - CCFC BUDGET

GIVE TO BOARD CLERK

MEETING DATE: JUN 24 1999
AGENDA NO: R-7
ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: CCFC 99/2001 Allocation Plan

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

REGULAR MEETING: DATE REQUESTED: 6/24/99
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: CCFC DIVISION: _____

CONTACT: Jim Clay TELEPHONE #: 736-6906
BLDG/ROOM #: 166/1075

PERSON(S) MAKING PRESENTATION: Jim Clay, Executive Director

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

CCFC 99/2001 Biennial Allocation Plan Approval

6/24/99 originals & copies to
Jim Clay; Copy to Dave
Warren

STAFF OF
COUNTY COMMISSIONERS
99 JUN - 1 PM 12:31
MULTIPLA COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: Christi Lee for Jim Clay

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

supplemental staff report



TO: Board of County Commissioners

FROM: Commission on Children Families and Community
Jim Clay, Executive Director *for Jim Clay*

DATE: June 7, 1999

SUBJECT: June 24, 1999 Agenda item
CCFC 99/2001 Biennial Allocation Plan Approval

Members

Larry Norvell, Chair
Serena Cruz, Vice-Chair
Pauline Anderson
Lena Bean
Mary Daly Bennetts
Alcena Boozer
Carol Cole
Lee Coleman
Paul Drews
Barbara Friesen
Steve Fulmer
Muriel Goldman
Linda Grear
Carla Harris
Margie Harris
Patricia Johnson
Janet Kretzmeier
Kay Lowe
Sharon McCluskey
Janice Nightingale
D. Claire Oliveros
Lorenzo Poe
Tom Potter
Mark Rosenbaum
Cornetta Smith
Judith Smith
Luther Sturtevant
DeWayne Taylor
Nan Waller
Jessica Weit
Duncan Wyse

Staff

Jim Clay, Executive Director
Erin Barnhart
Judy Brodkey
Jeff Cogen
Jeanette Hankins
Janet Hawkins
Bonnie Rosatti
Jana Rowley
Chris Tebben

1. Recommendation/Action Requested:

Approval of Commission on Children Families and Community (CCFC) 99/2001 Biennium OCCF Allocation Plan .

2. Background/Analysis: Approval of CCFC 99/2001 Biennium OCCF

Allocation will provide for CCFC operating expenses, community activities and funding for Direct services passed through the CCFC to other County Departments. The Commission on children Families and Community has been shifting its focus from direct services to policy driven collaborative initiatives consistent with the goals of its Strategic Plan. This has been made possible with Multnomah County commitment to provide continued funding for proven direct services.

3. Financial Impact: This allocation plan is for funds that will come to Multnomah County through the *Oregon Commission on Children and Families*. The biennium amount is currently estimated at \$8,362,178 including estimated carry-over from the 97/99 biennium.

4. Legal Issues: CCFC and BCC approvals are required by *Oregon Commission on Children and Families* with submittal deadline of 6/30 for 99/2001 allocations.

5. Controversial Issues: None

6. Link to Current County Policies: This plan has components that address County Benchmarks of Reducing children in Poverty, Increasing School Readiness and School completion, among others.

7. Citizen Participation: The CCFC is a commission made up of citizen volunteers dedicated to improve community conditions. This plan was approved in open public session by the CCFC at its 4/27/99 meeting during which public testimony was invited.

8. Other Government Participation: Multnomah County Departments of Community and Family Services, Juvenile and Adult Community Justice and Health have budgeted programs that depend on these allocations.

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Suite 1075
Portland, OR 97204-1620
Ph: (503) 248-3897
Fx: (503) 306-5538
ccfc.org@co.multnomah.or.us
www.ourcommission.org
inter-office: 166/1075

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-119

Approval of the Commission on Children and Families 99/2001 biennium budget plan.

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Board of Commissioners supports the work being done by the CCFC. The approval of these allocations for CCFC activities, Operations and Services provided by other Multnomah County Departments will enhance the work being done towards County Benchmarks.
- b. The *Oregon Commission on Children and Families* requires BCC approval of the CCFC plans.

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners hereby approves the budgetary plan of the CCFC for the 99/2001 biennium OCCF appropriations identified to Multnomah County.

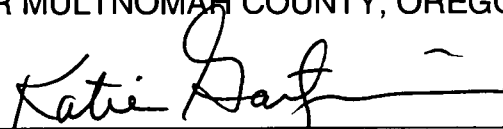
ADOPTED this 24th day of June, 1999.



REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By


Katie Gaetjens, Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

Multnomah (COUNTY NAME)		Oregon Commission on Children & Families 1999-2001 Comprehensive Plan Update					April 27, 1999 (DATE)
Category or Provider Name	Activity Number	Grant Stream	Current Budget Amount	Amended Budget Amount	Revised Budget Amount	Request for Funds (optional)	Reason(s) for Amendment
See attached Worksheet: 99-2001 Biennium Totals, based on Governors proposed budget and estimated Federal carry-over							Beginning 99/2001 plan as approved by CCFC and BCC.
Administration Evaluation	none	varies	0	480,920	480,920		This plan will be amended as collaborative initiatives are identified and approved by CCFC.
	none	varies	0	52,486	52,486		
Community Outreach - various Commission activities, see attached worksheet							
	varies	varies	0	1,726,448	1,726,448		
Service Provider Activities - Various providers and activities, see attached worksheet.							
	varies	varies	0	3,596,711	3,596,711		
TOTAL PLAN AMENDMENT			0	5,856,565	5,856,565	0	

The CCFC has approved this plan by a vote of it's membership.

LOCAL CCF CHAIR APPROVAL _____ *Mark Rosenbaum* DATE 5/6/99

The Multnomah County Board of County Commissioners has approved this plan.

COUNTY BOARD APPROVAL* _____ *Beverly Stein* DATE 6/24/99

The CCFC Director affirms that the appropriate officials have lawfully approved the details of the above described plan.

CCFC DIRECTOR _____ *Jim Clay* DATE _____

* Required only if budget changes exceed 5% of Fiscal Year allocations

1999-2001 Biennium Distribution		Org/Acty	State General Fund Sources									Federal Fund Sources						Other Fund Sources						BUDGET
			Activity NUMBER	Juv. Svcs.	Gr. Start	SRI	CASA	Loc. Staff	Youth Inv.backfill	FPS backfill	Court Services	Subtotal SGF	Youth Inv.	CCDF	Relief Nurs	FPS-Grants	Federal funds	TOTAL THRU OCCF	Co Gen Fund	Corp. & foundations	Misc. and donations	CSGB (Community Action)	Other sources	
Managing Resources																								
Administration CCFC	9035/J00A		148,465	131,335	5,711	0	52,655	142,755	0	0	480,920	0	0	0	0	480,920	91,860	0	0	0	91,860	572,780		
Administration DCFS											0				0	0					0	0		
Administration MCHD											0				0	0					0	0		
Total Administration			148,465	131,335	5,711	0	52,655	142,755	0	0	480,920	0	0	0	0	480,920	91,860	0	0	0	91,860	572,780		
Evaluation CCFC	9035/J00E		17,061	15,082	657	0	3,282	16,405	0	0	52,486	0	0	0	0	52,486	13,123	0	0	0	13,123	65,610		
Evaluation DCFS											0				0	0					0	0		
Total Evaluation			17,061	15,082	657	0	3,282	16,405	0	0	52,486	0	0	0	0	52,486	13,123	0	0	0	13,123	65,610		
Total Managing Resources			165,527	146,416	6,367	0	55,936	159,160	0	0	533,407	0	0	0	0	533,407	104,983	0	0	0	104,983	638,390		
Community Outreach																								
Coordination and Training CCFC	9035/J00C	0	37,639	33,297	1,448	0	7,239	18,275	0	0	97,899	17,917	0	0	0	17,917	115,816	28,953	0	0	0	28,953	144,769	
Coordination and Training CFS	1111	Mult	0	0	0	0	0	0	0	0	0	30,000	0	0	0	30,000	30,000	0	0	0	0	30,000		
Community Development	9035/J00D	0	93,089	82,349	3,581	0	17,902	89,509	0	0	286,430	0	0	0	0	286,430	71,608	0	0	0	71,608	358,038		
CCDF Tech. Assistance	9035/J01A	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Take the Time	9035/J03A-Z	MULT8869	240,139	212,431	9,236	0	0	274,330	0	0	736,136	346,167	0	0	0	346,167	1,082,303	132,643	0	2,000	0	134,643	1,216,946	
Multnomah County Youth Advisory Board	9750/J00Y	MULT8872	27,061	9,446	18,041	0	0	45,102	0	0	99,650	0	0	0	0	99,650	0	0	0	0	0	99,650		
Early Childhood Collaborative Initiative	9035/J07D	MULT9194	0	34,261	0	0	0	0	0	0	34,261	0	77,989	0	0	77,989	112,250	0	150,000	0	0	150,000	262,250	
Community Action Activities	9035/J04A	Mult	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,851	0	0	200,000	229,851	229,851		
Total Community Outreach			397,928	371,784	32,306	0	25,141	427,216	0	0	1,254,375	394,084	77,989	0	0	472,073	1,726,448	263,056	150,000	2,000	200,000	615,056	2,341,504	
Contracted Services																								
Boys & Girls Aid - E. Co. Shelter (RFP - see "runaway")	1111	MULT8752	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Boys and Girls Aid-Teen Parent Shelter	1111	MULT8755	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Child Care Support Services MCC RR	1163	MULT8713	0	50,500	0	0	0	0	0	0	50,500	0	226,058											

#1 CAME TOO LATE FOR B-1

SPEAKER SIGN UP CARDS

DATE 6-24-99

NAME Tom CROPP6R

ADDRESS P.O. Box 18025

Port.

PHONE 281-2024

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-1 & R-8

GIVE TO BOARD CLERK

3-#2s - CAME LATE

SPEAKER SIGN UP CARDS

DATE June 24/99

NAME Louise Weidlich, Director

ADDRESS Neighborhoods Protective Ass'n

PO Box 19724 Portland OR 97219

PHONE 746-5757

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-8 ~~Living~~ taxes

GIVE TO BOARD CLERK

MEETING DATE: JUN 24 1999
AGENDA NO: R-8
ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Adopting the 1999-00 Multnomah County Budget

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

REGULAR MEETING: DATE REQUESTED: June 24, 1999

AMOUNT OF TIME NEEDED: 30 Minutes

DEPARTMENT: Support Svcs DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822
BLDG/ROOM #: 160-1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution adopting the 1999-00 Multnomah County Budget, making appropriations, and responding to the recommendations of the Tax Supervising and Conservation Commission as required by ORS 294.435

7/6/99 copies to BCC, Electors, Dept. Directors,
Budget, Dave Boyer, Harry Norton,
TSCC, BOARD STAFF

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Provenly Stein

CLERK OF
COUNTY COMMISSIONERS
JUN 16 PM 1:54
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren, Budget Manager

DATE: May 19, 1999

SUBJECT: Adopting the 1999-00 Budget

1. Recommendation/Action Requested:

Adopt the Budget. At the time of adoption, the Board can amend the budget to include anything up to a 10% increase in any fund.

2. Background/Analysis:

Adoption of the budget sets the upper limit on departmental spending during the next year. Numerous amendments will be proposed that will alter the spending plan in the existing document. Most of these amendments are technical in nature (correct errors, reclassify positions, move appropriations between organizations or line items without changing programs), add unbudgeted revenues, carry over expenditures authorized last year where the item could not be delivered by June 30 or the project cannot be completed. The department proposed technical, program, revenue, staff, and carryover amendments, I recommend the Board approve as a block. The work session on June 22 should make it possible to do this piece of business without taking much time on June 24.

3. Financial Impact:

Tax Supervising has recommendations and objections to which the Board must respond at the time of adopting the budget. Interest income revenue will be included in all funds as Tax Supervising requires. The Contingency account in the Revenue Bond sinking fund will be removed from the appropriation schedule and the amount will be left as an unappropriated

balance. The amendments required to satisfy the Tax Supervising recommendations are included in the technical amendment list.

Attachment C also responds to the recommendation that additional monitoring occur to prevent overexpenditure.

4. Legal Issues:

5. Controversial Issues:

Normal discussions that surround funding decisions

6. Link to Current County Policies:

The budget complies with the County's financial policies.

7. Citizen Participation:

Citizen comment has been made on the budget at several hearings. Citizens may wish to testify as the document is adopted. The adoption is a public hearing and such testimony must be heard if offered.

8. Other Government Participation:

NA

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POTENTIAL BUDGET NOTES

June 16, 1999

Date Proposed by

Budget Note

4-June Stein

Behavioral Health Chair Stein will appoint a Behavioral health Work Group in collaboration with the Department of Community and Family Services and the Evaluation Unit of the Budget Office. The Work Group will explore a series of behavioral health issues and then work with CFS to organize a series of briefings on the financial and programmatic stability of the current behavioral health network. The Work Group should focus on:

- The County's appropriate role in the administration and delivery of mental health services. Should the system be more or less privatized?
- Examination and mapping of funding sources and their limitations, client numbers, and treatment needs. How does client jurisdiction (type of plan; corrections involvement) inhibit building a system?
- How State budget decisions will impact service delivery? What should a fully functional system cost the State?
- The impact of recently announced cutbacks by County contractors. Are there functions that can be eliminated from the system to make it financially viable? What are the lowest priority services still being delivered?
- The impact of the suggested changes in treatment of inmates in County jails and the potential of a Mental Health court diversion program. Changes in the State system have forced the County into an expensive and difficult role as part of our corrections system. How should the County respond?
- Suggested national models to deal with the mental health needs of offenders. Do other models show superior outcomes?
- The information needed from an inventory of Countywide mental health services. How can the system be rationalized and made more understandable to clients and citizens?
- What are alternative ways to restructure the administration of the system so that more funds are available for client services?

4-June Stein

Blanchard Building The County is negotiating to purchase 40,000 square feet of space in the Blanchard Building for use by Facilities Management and Central Stores. The County will vacate or reuse the Ford Building and will open discussions about possible service consolidations with the School District.

POTENTIAL BUDGET NOTES

June 16, 1999

Date	Proposed by	Budget Note
10-June	Stein	<u>Certificates of Participation</u> The Directors of Support Services and Environmental Services will schedule a Board briefing to discuss the projects to be included on the County's next certificate of participation. In addition to Santana's, the board needs to decide the status of the new River Patrol Office, which the Sheriff is planning in conjunction with the Oregon State Marine Board and the Port of Portland.
4-June	Stein	<u>Child Assessment Center</u> Commissioner Kelley will organize a briefing this summer on the status of the Child Assessment Center, including construction and operating fund options.
4-June	Stein	<u>Decision Support System</u> The Board has provided approximately 75% of the ongoing funding for the public safety Decision Support System, which benefits County and non-County systems. The District Attorney and Chair will provide Executive Sponsorship on the Decision Support System project. They will work with the Local Public Safety Coordinating Council, the Director of Support Services, and the Director of Information Services to develop a plan for the Board to provide ongoing funding for the system.
4-June	Stein	<u>Domestic Violence</u> The Board is interested in improving County services to prevent and intervene effectively in domestic violence issues. Inclusion of expanded services on the public safety levy is a possibility. The Board requests that Domestic Violence Coordinator will convene a planning body of cross departmental staff to report tot the Board on the most effective next steps for county governments to take in addressing this issue. Preliminary recommendations should come to the Board by October 1, 1999.
11-May	Stein	<u>Early Childhood</u> Commissioner Naito will organize policy discussions this fall to discuss the draft plan of the Task Force on Early Childhood concerning improvements in the early childhood service system. Included in this discussion will be a plan of how to spend potential additional State money and how to place early childhood services on the Public Safety levy in 2000. The Board will consider

POTENTIAL BUDGET NOTES

June 16, 1999

Date Proposed by

Budget Note

		contingency funding for \$100,000 of early childhood system improvements as part of that discussion.
4-Jun	Cruz / Kelley	<u>Hispanic Retention</u> CFS is shifting the Hispanic retention effort from high schools to middle schools. Resources will be eliminated from grades 10 through 12 in order to target the more vulnerable middle school population. The County is concerned, however about the effect in the high schools and would be willing to consider a contingency request to support the high schools if the need for County funds is demonstrated.
4-June	Stein	<u>Hispanic Services</u> The Board is interested in exploring the best methods to provide services to Hispanic residents in Multnomah County. Resources for a consultant are included in Community and Family Services budget to explore the best service approaches, including whether a Hispanic Service Center or more decentralized service approach is recommended.
2-Jun	Linn	<u>Information and Referral</u> Commissioner Linn will arrange a briefing of the Board on the status and financial obligations incurred in the adoption of a joint City of Portland / Multnomah County information and referral service, estimated to begin operation this fall. The Board will consider additional ongoing or one time funding requests that may emerge from that planning process from the 1999-2000 Contingency.
28-Apr	Linn	<u>Information on Tax Bill</u> The Board requests a report from Environmental Services, and particularly the Division of Assessment and Taxation, about how to include information on the property tax bill about what tax dollars buy.
4-June	Stein	<u>INS Beds</u> Commissioner Cruz raised the issue whether the County should participate in the incarceration of individuals solely for the reason that they are in the country illegally. The Evaluation Unit will assist the Board in analyzing the policy and financial ramifications of establishing County policy to refuse to hold detainees who are potential INS holds beyond the period in which they would have been

POTENTIAL BUDGET NOTES

June 16, 1999

Date Proposed by

Budget Note

ordinarily released. Staff will need to consult with local public safety officials, the INS, and the US Attorney's Office in developing the report.

21-May Stein

Inverness Drug and Alcohol Program The proposed reductions in State Community Corrections Act and SB 1145 funds to Community Justice and the Sheriff's Office prompted a wide ranging evaluation of the current public safety programs and facilities. As a result of that discussion, the Board has agreed to place \$500,000 in Contingency to fund an Inverness Drug and Alcohol Program at MCIJ, beginning in October 1999. Prior to beginning that program, the Board would like a report from the Court Work Group on the following issues:

- a) How would the in-custody and outpatient treatment components of IDAP be provided? The Sheriff requested input from Community Justice on how to contract for those services.
- b) What is the most appropriate use of the Restitution Center? The Board and Sheriff would like to house offenders transitioning from alcohol and drug treatment. Also, they believe other offenders could benefit from these transitional services who currently may not be being served.
- c) Is it legally possible or advisable from a treatment perspective to use IDAP for presentenced offenders?
- d) Examine the roles, responsibilities, and target populations for IJIP and IDAP to insure appropriate use of both approaches.
- e) How should sentences be structured to make the best treatment use of the time in IDAP and the transition time at MCRC?

As part of the Board's emphasis on effective alcohol and drug treatment, the Evaluation Unit in the Budget and Quality Office will evaluate both the IDAP program and Community Justice's Washington County treatment center to determine their long-term effectiveness.

4-June Stein

Living Wage Policy Chair Stein will organize a briefing this summer to strategize next steps in the development of the county's living wage policy. Further research may be appropriate through the PSU intern/residency program.

POTENTIAL BUDGET NOTES

June 16, 1999

Date	Proposed by	Budget Note
2-Jun	Linn	<u>Mental Health System Overview.</u> Recent announced cutbacks by one of the major contractors in the County's delivery system has raised concerns about the stability of that system for the clients and the financial pressures on local providers. The Board would request the Chair to schedule a series of briefings on the design of the present delivery system, including the various sources and uses of funding, and an evaluation of the program models used in other jurisdictions.
4-June	Stein	<u>Oregon Health Plan / Safety Net Clinics</u> The Health Department to return with a plan by September 16, detailing recommendations to deal with changes in the Oregon Health Plan and the possible loss of safety net clinic funds. This timeline will allow the Department to receive more detailed information from the State on the exact impact in changes to the Health Plan and will give the new Director an opportunity to review the Department budget priorities.
27-Apr	Naito	<u>Program Prioritization</u> In light of legislative uncertainties we need to be prepared to prioritize both adult and juvenile items.
3-Jun	Kelley	<u>Rockwood Neighborhood Access</u> The Board is funding a new Rockwood Neighborhood Access Clinic in Gresham. No location for the clinic has been established at this time. Commissioner Kelley is working with a variety of community based programs, including Mt. Hood Community College Head Start, Migrant Head Start, Wallace Medical Concern, Morrison Center, Adult and Family Services, and Steps to Success as possible agencies to collocate in a single facility. Commissioner Kelley, DES and the Budget Office will return to the Board during the summer to present funding proposals.
7-June	Stein	<u>SAI / FAST / Transitional Classrooms</u> The Board requests a follow up briefing from evaluators in late summer or September on SAI data and the FAST pilot. In conjunction with this briefing or at a later time, the Board would like information about the effectiveness and financial benefit of the transitional classrooms the County is helping fund in county school districts.

POTENTIAL BUDGET NOTES

June 16, 1999

Date	Proposed by	Budget Note
11-May	Stein	<u>School Attendance Initiative</u> The Board requests a follow-up briefing from evaluators in late summer/September on SAI Data and FAST Pilot.
4-June	Stein	<u>School Based Health</u> The Chair will ask the new Director of the Health Department to reopen discussions with the Educational Service District concerning how nursing resources can best serve county schools, especially SUN schools.
27-Apr	Naito	<u>STOP Program</u> Funding the STOP drug diversion and intervention program was a major concern for the Board this budget session. The STOP program's success is not recognized by the funding formula the State uses. If participants in the STOP program were convicted of a crime prior to their introduction into STOP and had their conviction expunged following successful treatment, the successful participants would count under the State formula and the County would receive a fairer allocation of State funds. The Board urges the Chief Judge, Defense Bar, and the District Attorney to work towards implementing this change as soon as possible.

POTENTIAL BUDGET NOTES

June 16, 1999

Date Proposed by

Budget Note

4-June Stein

US Marshal Beds The budget assumes revenue from the rental of 225 beds to the US Marshal and INS. The Sheriff is currently limiting the number of rentals to 200. The Board requests the Sheriff to rent beds to Federal agencies above his 200-bed limit during periods when capacity allows in order to approximate that revenue target. The Board will discuss reduced reliance on bed rentals during next fiscal year as part of the public safety and levy planning processes.

4-June Stein

Work Crews Work crews are operated by both the Sheriff and Community Justice. The Board is interested in a closer integration between the work of these crews and victims of crime and community reparations. The Board would like to see separate proposals from the Sheriff and Community Justice about how they could more closely link the work of the crews that they supervise with a community justice orientation, similar to what is being done in Deschutes County.

Requests for Carryover

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_CA_ADS_01	Increases ADS's General Fund Supplement by \$405,000 on a one-time-only basis for matching Title XIX Medicaid Funding and information technology improvements (as outlined in ADS FY '99 BudMod #2).		1,305,000	0
14-May	CFS	00BA_CA_CFS_01	Carryover of FY '99 program training fee revenue.	0.00	15,158	1,383
14-May	CFS	00BA_CA_CFS_02	Carries over \$23,000 of General fund for a Local Public Safety Coordinating Council research project and \$27,686 for Caring Communities.	0.00	50,686	0
2-Jun	CFS	00BA_CA_CFS_04	One-time-only reappropriation of \$10,000 of CGF for Work Family Education Program.	0.00	10,070	0
2-Jun	CFS	00BA_CA_CFS_05	One-time-only reappropriation of \$20,000 of CGF for Southwest Works.	0.00	20,140	0
14-May	DCJ	00BA_CA_DCJ_13	Carries over \$53,945 in the School Attendance Initiative for Evaluation and transfers eval. functions to Resource Management Division in DCJ	0.00	53,945	0
7-Jun	DCJ	00BA_CA_DCJ_27	Carries over \$60,000 for computer-based firing range simulator equipment.	0.00	60,000	0
10-May	DES	00BA_CA_DES03	Land Use Planning Carryover of contracts and equipment.	0.00	223,801	0
10-May	DES	00BA_CA_DES05	Carryover of \$19k for van, and changes \$60k to \$104k for dump truck bodies and hydraulics.	0.00	63,000	0
17-May	DSS	00BA_CA_DSS_03	Carryover Appropriations for Y2K and Public Safety Bond projects	0.00	1,785,000	4,579
17-May	DSS	00BA_CA_DSS_04	Carryover Appropriations for Imaging System Software in Labor Relations	0.00	32,000	0
17-May	DSS	00BA_CA_DSS_05	Carryover Organizational Development, Diversity Training and Backup Server in Director's Office	0.00	23,700	0
17-May	DSS	00BA_CA_DSS_07	Carryover Appropriations Associated w/ Flat Fee Program	0.00	696,661	0
17-May	DSS	00BA_CA_DSS_08	Carryover Appropriations Associated w/ FEMA Projects in Emergency Management	0.00	1,087,900	11,900

Requests for Carryover

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	DSS	00BA_CA_DSS_09	Carryover Appropriations for Professional Services Contracts in Evaluation Unit including analysis of poverty data, evaluation of SUN Schools (in conjunction with PSU), and population / demographic analysis with PSU Center for Population Research and Census	0.00	115,000	0
17-May	DSS	00BA_CA_DSS_10	Carryover Appropriations for Oregon Construction Workforce Alliance (OCWA)	0.00	14,000	0
17-May	DSS	00BA_CA_DSS_11	Carryover Professional Services in Employee Services	0.00	84,672	0
17-May	DSS	00BA_CA_DSS_17	Carryover appropriations related to development of MINT	0.00	39,811	0
14-May	HD	00BA_CA_HD01	Carries over school based clinic for other improvements.	0.00	137,800	0
14-May	HD	00BA_CA_HD02	Health Inspections Equipment carryover.	0.00	29,400	0
14-May	HD	00BA_CA_HD03	Carryover of professional services from centralized appointments and triage and equipment in clinics.	0.00	136,250	0
14-May	HD	00BA_CA_HD04	Carryover equipment in business services.	0.00	30,000	0
14-May	HD	00BA_CA_HD05	Professional Services carryover for Health Officer.	0.00	46,000	0
21-May	HD	00BA_CA_HD06	Carryover professional services staff training	0.00	5,000	0
21-May	HD	00BA_CA_HD07	Carryover Capital in Corrections Health	0.00	76,300	0
17-May	Library	00BA_CA_LIB_01	Carries over \$755,000 of 98-9 Library Collection budget: \$405,000 for Fairview opening collection, \$150,000 library assessment, \$200,000 materials ordered but not received yet.	0.00	809,964	54,964
17-May	MCSO	00BA_CA_MCSO 05	Carryover Target Cities funds to pay for evaluation of IJIP	0.00	84,413	9,413
17-May	MCSO	00BA_CA_MCSO 06	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	753,479	12,550
17-May	MCSO	00BA_CA_MCSO 08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
7-Jun	Nond	00BA_CA_ND_06	Carries over \$3,000 OTO NACo refund for Board training.	0.00	3,000	0

Requests for Carryover

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
4-Jun	Nond	00BA_CA_ND_10	Carries over \$34,160 for legal office software and hardware not yet received in FY 99.	0.00	34,160	0
11-Jun	Cruz	00BA_CA_ND_12	Carries over \$2,000 in District 2 for hardware and software for constituent database.	0.00	2,000	(2,000)
16-Jun	Auditor	00BA_CA_ND_14	Carries over \$2,200 in Auditor's Office to print financial condition report	0.00	2,200	0
16-Jun	Linn	00BA_CA_ND_15	Carries over \$10,000 for District 1 for newsletter which may not be completed by June 30.	0.00	10,000	0
16-Jun	Naito	00BA_CA_ND_16	Carries over \$10,500 for District 3 for newsletter which may not be completed by June 30.	0.00	10,500	0
Total Change				0.00	8,954,370	191,627

Department Program Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_PA_CFS_03	Transfers \$30,000 in General Fund from the Director's Office to CPP Division for the Youth Employment & Empowerment program.	0.00	0	0
14-May	CFS	00BA_PA_CFS_05	Increases contracted services in the Developmental Disabilities Services Division by \$28,603 by shifting funding from HUD Horizon's Special Needs Grant.	0.00	658	0
14-May	CFS	00BA_PA_CFS_07	Transfers revenue/programs from CCFC to CFS for Buckman Community Partnership/Portland Impact and the Portland Public Schools Parent Involvement Projects.	0.00	123,018	0
14-May	CFS	00BA_PA_CFS_08	Adjusts the budget for A&D related services to reflect changes in program staffing and funding sources.	(0.50)	0	0
14-May	CFS	00BA_PA_CFS_09	For the Behavioral Health Division, increases FTE by 0.20, recognizes \$75,000 of State Mental Health carryover, and corrects transfer from Health of Binnsmead Middle School mental health consultant position.	0.20	29,119	0
14-May	CFS	00BA_PA_CFS_10	Adjusts the budget for the Behavioral Health Division to provide supervision for protective & residential case management.	0.75	0	0
14-May	CFS	00BA_PA_CFS_11	Increases the budget for the Behavioral Health Division by recognizing \$2,207,854 in revenue for increased pass through, staffing, and material & services.	1.00	2,241,490	0
21-May	CFS	00BA_PA_CFS_12	Reallocates General Fund from the Director's Office pass through to partially restore and Office Assistant Senior position.	0.25	1,256	0
28-May	CFS	00BA_PA_CFS_13	Moves \$25,000 of General Fund from CPP Division Management to the Family Center System for Lutheran Family Services.	0.00	0	0
2-Jun	CFS	00BA_PA_CFS_14	One-time-only reappropriation of \$125,000 of CGF for system development to support the Combined RFP (replacement of CAIS & INFOS data systems).	0.00	137,550	0

Department Program Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
2-Jun	CFS	00BA_PA_CFS_15	Carries over \$142,207 of Mental Health/Target Cities funding to fund staff, materials, and IT professional services.	1.62	142,207	12,975
21-May	CFS	00BA_PA_CFS_17	Provides \$375,000 of General Fund for Homeless Youth on a one-time-only basis.	0.00	375,000	0
4-Jun	DCJ	00BA_PA_DCJ_26	Carries over \$2,208,275 for: \$1,011,067 renovation for Multnomah Bldg; \$400,000 in General Fund contingency for Mead mitigation; \$797,028 for Juvenile programs.	11.00	1,808,095	400,000
28-May	Budget	00BA_PA_DES_19	Changes Facilities Capital. New funding for Blanchard \$4,600,000, Santanas \$1,100,000, River Patrol \$300,000, maintenance on Mead and Multnomah \$6,484,025, East County \$1,350,000, IES \$8 million. Reduction to Library COP to \$4.4 million. Carries over \$1,000,000 for Multnomah Building Capital.	0.00	3,157,266	0
10-May	DES	00BA_PA_DES02	A&T Cartographers, funded in part by COLA reduction and computer related personnel.	0.55	1,160	(1,533)
10-May	DES	00BA_PA_DES08	Addition of survey work crew, \$178k, funded by Land Corner Preservation Fund. Transportation.	3.00	494,026	17,682
10-May	DES	00BA_PA_DES10	Adds one Construction Project Technician to Capital Improvement to support construction projects. Revenue comes from funds 230,235,240 rebudgeting 'buildings' to 'service reimbursement to facilities'.	1.00	65,012	0
10-May	DES	00BA_PA_DES11	Adds Facilities Services Coordinator to service the Multnomah Building. Service reimbursements funding, although temporarily budgeted as 'miscellaneous revenue' pending finalization of charges.	1.00	71,437	0
10-May	DES	00BA_PA_DES12	Reclassifies 2 OA 2's to 2 FTE Maintenance Dispatch/Schedulers, and adds 4 FTE HVAC engineers. Funded by reallocating temporary, and repair and maintenance funds.	4.00	24,568	0

Department Program Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
10-May	DES	00BA_PA_DES13	Adds 1 ea HVAC engineer, Facilities Maintenance Worker, Carpenter, funded by revenue from Multnomah Building parking facility.	3.00	185,647	0
10-May	DES	00BA_PA_DES14	Reclassifies OA 2 to Fiscal Assistant Sr., adds Fiscal Assistant and Warehouse Worker and reduces Facilities Fund contingency.	2.00	98,800	0
10-May	DES	00BA_PA_DES15	Land Use Planning under FEMA and endangered species OTO \$75k, approved by Board and Chair, but not budgetarily implemented.	0.00	75,000	(75,000)
3-Jun	DES	00BA_PA_DES22	Adds Management Assistant to DES Admin due to increased workload with IES implementation, strategic planning, budgeting, funded by a reduction in professional services.	1.00	0	0
4-Jun	DSS	00BA_PA_DSS_18	Add a Telecommunications Specialist as a result of increased workload related to various relocations - from Telephone Fund contingency	1.00	51,010	0
17-May	MCSO	00BA_PA_MCSO 03	Cuts funds from Supplies in the Admin. Services Division to fund 2.00 Network Specialist and OA2 bring staffing up to acceptable levels as a result of the overall growth in the agency and in the number of PC's	3.00	0	0
Total Change				33.87	9,082,319	354,124
Less Setasides in Contingency						(400,000)
Net change in Contingency						(45,876)

Department Requests for Revenue Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_RA_CFS_01	Increases revenue for the Domestic Violence Coordinator to reflect the proposed City of Portland Omnibus Revenue Agreement.	0.00	1,426	0
16-Jun	Budget	00BA_RA_CFS_02	Increases interest revenue for Fund 395, the Behavioral Health Managed Care Fund.	0.00	75,000	0
17-May	DA	00BA_RA_DA05	Reduce Local Law Enforcement Block Grant (LLEBG)	(0.43)	(18,300)	0
17-May	DA	00BA_RA_DA06	Reduce Violence Against Women Act (VAWA) Grant	(0.25)	(10,253)	0
17-May	DA	00BA_RA_DA07	Reduce Victims of Crime Act (VOCA) Grant	(1.80)	(59,981)	0
13-May	DCJ	00BA_RA_DCJ_09	Adds additional federal Weed & Seed revenue for assorted Juvenile program contracts and work crew expenses in Adult Forest Camp.	0.15	149,427	1,714
14-May	DCJ	00BA_RA_DCJ_21	Increases City revenue to the Juvenile Payback Program	0.00	10,000	70
10-May	DES	00BA_RA_DES01	Increases A&T Appraisal Supplement revenue by \$150k. Used for A&T computer system.	0.00	150,000	6,336
10-May	DES	00BA_RA_DES07	Increases State Motor Vehicle Sharing revenue by \$2.54 million due to revised estimates from AOC. \$1.6 m to Portland, remainder to Bridge, Bike funds, and transportation projects.	0.00	2,271,234	17,134
14-May	HD	00BA_RA_HD01	Medicaid revenue to school clinics, funds a nurse.	0.82	47,490	0
14-May	HD	00BA_RA_HD02	Primary care grant dollars for dental care network development.		64,500	445
14-May	HD	00BA_RA_HD03	Statewide tobacco evaluation grant and sexual assault project revenues.	1.45	116,675	2,314
14-May	HD	00BA_RA_HD04	Great Start contract revenue to east field team.	0.20	19,553	471
14-May	HD	00BA_RA_HD05	Additional WIC grant.	0.00	24,088	447
14-May	HD	00BA_RA_HD06	Carries over TB skin test grant revenue.	0.00	3,464	312
14-May	HD	00BA_RA_HD07	Statewide school based grant to school based budget.	0.00	2,713	236
14-May	HD	00BA_RA_HD08	Adds to family support preservation grant. Child abuse prevention, eg. Respite care, nursery, parenting education, etc.	0.00	150,050	275

Department Requests for Revenue Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	HD	00BA_RA_HD10	Reduces HIV prevention revenue, and moves budget from pass-through to permanent.	0.85	(38,982)	3,943
14-May	HD	00BA_RA_HD11	Linkage grant carryover.	0.15	20,951	2,400
17-May	Library	00BA_RA_LIB_02	Adds \$212,958 from the Library Foundation for Summer reading, PGE / Enron grant programs, children's author program, chamber music at Central, adult programs at Central, and other programs	0.00	228,516	15,359
17-May	MCSO	00BA_RA_MCSO 01	Reduce Port of Portland Revenue from \$24,000 to \$14,000 to correspond with the anticipated level of use identified by the Port. This revenue offsets River Patrol expenditures	0.00	(10,000)	0
17-May	MCSO	00BA_RA_MCSO 02	Appropriates revenues/expenditures associated w/\$162,000 from City Portland for OT associated with the booking procedure.	0.00	0	0
17-May	MCSO	00BA_RA_MCSO 07	Reduces the revenues budgeted for Wood Village (by approximately 50%) for law enforcement services	0.00	(72,485)	(72,485)
17-May	MCSO	00BA_RA_MCSO 11	Appropriates revenues/expenditures associated w/\$6,000 from OSA Seat Belt grant for OT	0.00	6,000	753
17-May	MCSO	00BA_RA_MCSO 12	Appropriates revenues/expenditures associated w/\$15,000 from OSA DUI grant for OT	0.00	15,000	1,883
17-May	MCSO	00BA_RA_MCSO 13	Appropriates revenues/expenditures associated w/\$13,129 for COP's More grant for OT	0.00	13,129	1,648
17-May	MCSO	00BA_RA_MCSO 14	Appropriates revenues/expenditures associated w/\$25,000 for Youth Gun Anti-Violence grant for OT	0.00	25,000	3,138
17-May	Budget	00BA_RA_REV_04	Add Interest revenue to funds as recommended by TSCC	0.00	1,750,000	0
Total Change				1.14	4,934,215	(13,607)

Department Requests for Reclassifications and Staff Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_SA_ADS_01	Decreases Office Assistant Senior by 0.50 and increase Information Specialist by 0.50 for Central Admin.	0.00	0	0
14-May	CFS	00BA_SA_CFS_01	Adjusts the Approved budget to reflect position reclassifications.	0.00	5,962	0
17-May	DA	00BA_SA_DA03	Convert an OA Senior to a Support Enforcement Agent	0.00	0	0
17-May	DA	00BA_SA_DA04	Restores Legal Intern positions inadvertently omitted from budget request - to be funded from salary savings	2.00	0	0
13-May	DCJ	00BA_SA_DCJ_12	Reclassifies one OA Sr. to 1 Word Processing Operator in Family Court	0.00	(8,317)	(410)
13-May	DCJ	00BA_SA_DCJ_10	Transfers 3 positions between program units in Juvenile Justice.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_11	Transfers temp and overtime for Juvenile Forest Camp from one division to another.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_16	Transfers one Parole Officer between district offices.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_23	Corrects JCN number	0.00	0	0
17-May	DSS	00BA_SA_DSS_13	Reclassification of a Position in Employee Services	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_15	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_16	Correct position classification in Information Services budget	0.00	0	0
	HD	00BA_SA_HD01	Changes job classes in corrections health.	0.60	0	0
14-May	HD	00BA_SA_HD03	Shifts funds from temporary to permanent positions in Westside Primary Clinic.	0.30	0	0
14-May	HD	00BA_SA_HD04	Changes FTEs in job classes in Breast & Cervical Cancer grant.	0.10	(357)	0
14-May	HD	00BA_SA_HD05	Business Services adds Office Assistant 2, other changes.	1.00	(29,006)	0
14-May	HD	00BA_SA_HD08	Eligibility outreach FTE changes.	(0.20)	(1,295)	0
14-May	HD	00BA_SA_HD12	Corrects FTE in Disease Control.	0.00	0	0
14-May	HD	00BA_SA_HD13	FTE changes in HIV Clinic.	0.00	1,971	0
21-May	HD	00BA_SA_HD15	JCN changes in STD, funded by reducing temporary	0.10	1,214	0
21-May	HD	00BA_SA_HD17	JCN changes in Corrections Health	(0.30)	(366)	0
17-May	MCSO	00BA_SA_MCSO 04	Reclassifies 5 Computer Positions to reflect recommendations in IT Study	0.00	0	0

Department Requests for Reclassifications and Staff Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	MCSO	00BA_SA_MCSO 10	Reclassifies Background Invest. To Recruitment Spec; Admin. Analys to Sr. Admin. Analyst; Equip Prop Tech to Equip Prop Coordin.; Deputy to Sergeant funded with a cut to supplies.	0.00	0	0
Total Change				3.60	(30,194)	(410)

Department Requests for Technical Changes

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_TA_CFS_01	Adjusts contracted services in BH Division to reflect changes in the intergovernmental agreement with the State Mental Health & Developmental Disabilities Services Division. (Payments will no longer flow through the County.)	0.00	(1,683,117)	0
14-May	CFS	00BA_TA_CFS_02	Corrects \$100,000 CSBG allocated as pass through for CCFC but that should be directly budgeted to CCFC.	0.00	(100,700)	0
14-May	CFS	00BA_TA_CFS_03	Adjusts the Behavioral Health Division mental health pass through expenditures in Funds 156 & 395.	0.00	(10,749)	0
17-May	DA	00BA_TA_DA08	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_08	Moves Juvenile Day Reporting Center into new org 2764	0.00	0	0
14-May	DCJ	00BA_TA_DCJ_14	Restores Counseling Division's flex fund with rent revenue from Resolutions Northwest	0.00	35,000	0
14-May	DCJ	00BA_TA_DCJ_15	Adjusts various Adult Justice program budgets to correct original budget submission.	0.00	0	7,067
17-May	DCJ	00BA_TA_DCJ_17	Deletes 0.5 FTE Corrections Counselor and adds contracted services in African - American Program	(0.50)	0	0
17-May	DCJ	00BA_TA_DCJ_18	Various salary and premium pay corrections in Sanctions & Services	0.00	0	0
17-May	DCJ	00BA_TA_DCJ_19	Deletes software maintenance contract and increases premium pay in Learning Center	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_22	Moves STOP Drug Diversion from Fund 100 to Fund 156. Removes fee revenue that was double-budgeted.	0.00	(120,000)	(120,000)
7-Jun	DCJ	00BA_TA_DCJ_28	Transfers \$204,000 from CFS to DCJ for STOP Drug Diversion program. No net change in program.	0.00	0	0
21-May	Budget	00BA_TA_DES_18	Reconciles service reimbursement in road fund	0.00	0	0

Department Requests for Technical Changes

Revised June 16, 1999

10-May	DES	00BA_TA_DES06	Adjusts fleet and distribution funds to reflect balancing of revenues and expenditures. Funds were originally budgeted to cover service reimbursements that could have resulted in exceeding the 10% limit on fund increases. Moves funds to contingency and unappropriated.	0.00	(2,797,155)	0
10-May	DES	00BA_TA_DES16	Shifts costs from Nond Court Records Space in Ford Building to FREDS.	0.00	0	0
10-May	DES	00BA_TA_DES17	Reconciles expenditures with revenue in Fleet.	0.00	(600)	0
17-May	DSS	00BA_TA_DSS_06	Adjust DP Fund budget where transactions caused negative appropriations	0.00	0	0
17-May	DSS	00BA_TA_DSS_12	Authorize Issuance of COPs to Purchase Tape Drive (in FY 98-99 Budget but Not Issued)	0.00	720,000	0
17-May	Budget	00BA_TA_DSS_14	Move Flat Fee expenditures to newly established org codes	0.00	0	0
4-Jun	DSS	00BA_TA_DSS_19	Reorganization of management functions and positions in the Information Services Division	0.00	0	0
4-Jun	Budget	00BA_TA_DSS_20	Balance Other Internal service reimbursement between Capital Asset Acquisition Fund and DP Fund	0.00	0	0
29-May	Budget	00BA_TA_DSS_21	Makes appropriations for ONA, CO, Deputy Sheriff, Electricians, Op. Engineer, and Painters wage settlements. Frees up \$412,000 in General Fund Contingency even though Contingency is reduced	0.00	2,752,184	(1,135,683)
21-May	Budget	00BA_TA_HD_14	Corrects revenue code in Health	0.00	(39,030)	0
14-May	HD	00BA_TA_HD02	Disease Control job class and other changes.	0.50	(1,034)	0
14-May	HD	00BA_TA_HD07	Job class changes in La Clinica, and change from equipment to supplies.	0.00	0	0
14-May	HD	00BA_TA_HD09	FTE reduction in healthy start initiative, increase in Pass Through.	(0.53)	(3,104)	(3,424)
21-May	HD	00BA_TA_HD16	Moves funds from rental to Other Internal in Parkrose to fund 245, to repay \$225,000 borrowed for the clinic space.	0.00	0	0
17-May	MCSO	00BA_TA_MCSO 09	Transfers funds between units to correct or refine line items in budget	0.00	0	0
17-May	Nond	00BA_TA_ND 05	Changes Hooper Detox's rent payment from a service reimbursement to Facilities to a cash transfer.	0.00	0	0

Department Requests for Technical Changes

Revised June 16, 1999

3-Jun	Budget	00BA_TA_ND_08	Reduces General Fund support to ESD for transition schools because the appropriation is also included in DCJ SAI budget.	0.00	(200,000)	200,000
14-Jun	Budget	00BA_TA_ND_13	Moves \$496,414 from Contingency to Unappropriated Balance in Revenue Bond Sinking Fund per TSCC recommendation	0.00	0	0

Subtotal	(0.53)	(1,448,305)	83,643
Plus amount not needed in Contingency for Wage Settlements			432,740
Net Contingency Change			516,383

Other Board Program Amendments

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
27-Apr	Stein	00BA_PA_DCJ_01	Continue Marion / Yamhill A&D Contracts		1,071,081	(1,071,081)
27-Apr	Stein	00BA_PA_DCJ_02	Continue STOP program		0	0
27-Apr	Stein	00BA_PA_DCJ_03	West Probation move to Mead Building: mitigation and building costs	1.00	400,000	(400,000)
27-Apr	Stein	00BA_PA_DCJ_04	Alcohol and drug free housing - 100 units		360,000	(360,000)
27-Apr	Stein	00BA_PA_DCJ_05	Services for young women in Juvenile Detention		300,000	(300,000)
27-Apr	Stein	00BA_PA_DCJ_06	Restore DCJ cuts: Local Control PO, Sanctions tracking PO, Safety Officer, Electronic Monitoring, Admin support	3.00	290,000	(290,000)
27-Apr	Naito	00BA_PA_DCJ_07	Expand STOP drug diversion based on increased State revenue		0	0
27-Apr	Naito	00BA_PA_MCSO_06	Add Environmental Crimes Officer to Sheriff's Budget	1.00	54,443	(54,443)
27-Apr	Stein	00BA_RA_Rev_02	Additional State DOC legislative revenue (SB 1145 contingency and DOC COLA added to State budget)			1,700,000
27-Apr	Naito	Budget Note	Change STOP drug diversion to Marion County model		0	0
28-Apr	Cruz	00BA_PA_ND_02	West Law subscription to County Counsel		7,200	0
28-Apr	Cruz	00BA_PA_ND_03	County Counsel - Capacity for reclassification in County Counsel office		7,500	0
28-Apr	Cruz	00BA_PA_ND_04	County Counsel - Part time to offset costs now charged directly to cases		50,000	0
4-May	Linn	00BA_PA_DA_02	Add White Collar Crime Unit as proposed by DA's Office	2.00	138,872	(138,872)
11-May	Cruz	00BA_PA_CFS_02	Fund 10th through 12th grade Hispanic Retention -- cost per High School site is \$89,534 with 2.00 FTE (formerly 4 H.S. sites funded)			
11-May	Stein	Budget Note	Early Childhood Development costing for consideration as part of new public safety levy.			
18-May	Cruz	00BA_PA_ADS_01	Provide funding/other support for adequate wages and benefits for care providers.			
18-May	Naito	00BA_PA_DES_20	Reduce fleet capital reserve ten percent	0.00	(245,276)	245,276
18-May	Kelley	00BA_PA_DES_21	Process Improvement Land Use.	1.00	74,103	(70,000)
18-May	Cruz	00BA_PA_ND_05	Reduce \$1.3 million to transition schools depending on purchase of space from School District 1 - retain 200,000 for non-PPS support		(1,300,000)	1,300,000

Other Board Program Amendments

Revised June 16, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
18-May	Linn	00BA_PA_ND_09	1/2 year housing ombudsperson funding @ \$43,229		43,229	(43,229)
25-May	Cruz	00BA_PA_CFS_04	Increase Caring Community Grant to North Portland by \$24,000.		24,000	(24,000)
25-May	Cruz	00BA_PA_ND_01	Remove IDA / Prida appropriation. SIP should research alternative community services programs and propose redirection of funds		(50,000)	(350)
2-Jun	Linn	00BA_PA_HD_03	Provide funding for school based clinic on the west side	2.27	322,545	(280,046)
4-Jun	Cruz	00BA_PA_ND_02	Remove Siting Ombudsman appropriation	0.00	(40,000)	40,000
4-Jun	Cruz	00BA_RA_Rev_06	Reduce number of federal beds to 200 at \$103 / day	0.00	0	(939,875)
7-Jun	Stein	00BA_PA_ND05	Add software and education and training to County Counsel	0.00	22,000	0
8-Jun	Stein	00BA_PA_ND_11	Adds \$22,300 to office of County Counsel for training and software	0.00	22,300	0
Total Change				10.27	1,551,997	(686,620)

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Amendments Proposed 6/10

Revised June 16, 1999

(Compared to amounts reserved and revenues available)

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
27-Apr	Stein	00BA_PA_MCSO 02	Restore funding for transition beds at MCRC increasing operational capacity from 120 to 160 beds.	11.10	766,000	(766,000)
27-Apr	Stein	00BA_PA_MCSO 05	Add's Sheriff's portion of Video Teleconferencing and add's 1.30 Facility Security Officers	1.30	138,546	(138,546)
27-Apr	Stein	00BA_PA_DSS 01	Decision Support System - 3/4 funding	3.00	66,472	(276,472)
27-Apr	Stein	00BA_PA_CFS_01	Heroin / Opiate sobering center and subacute program at Hooper Detox		300,000	(300,000)
27-Apr	Stein	00BA_RA_Rev_01	Additional State DOC administrative Revenue			2,243,063
27-Apr	Stein/Cruz	00BA_PA_MCSO 01	Mental Health program in jail. Adds 5.46 Corrections Deputies and 1.00 Corrections Counselor	6.46	528,957	(528,957)
28-Apr	Kelley	00BA_PA_ND 01	Auditor - Additional auditor	1.00	72,592	(72,592)
11-May	Linn	00BA_PA_HD02	\$125k in coalition clinics for data systems development for Community health clinics, funded one-time with beginning working capital.	0.00	125,000	0
11-May	Kelley	00BA_PA_HD01	Hepatitis C outreach and prevention.	1.70	122,929	(99,167)
17-May	MCSO	00BA_CA_MCSO 08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
18-May	Stein	00BA_PA_ADS_06	Emergency Housing Funds @ \$60,000	0.00	60,000	(60,000)
18-May	Kelley / Naito	00BA_PA_ADS_05	Disability helpline \$22,500	1.00	50,000	(22,500)
18-May	Kelley	00BA_PA_DES_09	Code enforcement \$58,930 (on flex hours)	1.00	67,319	(58,930)
18-May	Naito	00BA_PA_DES23	Johnson Creek Watershed Council, \$15,000		15,000	(15,000)
21-May	Stein	00BA_PA_DA 01	District Attorney's Priorities (per 5/18 Public Safety Memo) including \$100K in Forfeiture revenue	2.00	111,211	(33,661)
21-May	Stein	00BA_PA_DCJ_23	Local Control PO	1.00	63,000	(63,000)
21-May	Stein	00BA_PA_DCJ_24	Safety Officer	1.00	63,000	(63,000)
21-May	Stein	00BA_PA_DCJ_25	Administrative Support	1.00	50,000	(50,000)
21-May	Stein	Budget Note	Inverness Alcohol & Drug Program (IDAP) - will replace Yarnhill and Marion County beds into the Inverness Jail facility. Assumes 3/4's year funding, some phase in costs and an unknown amount for treatment (subject to DCJ review).	7.00	500,000	(500,000)
21-May	Stein	00BA_PA_CFS_06	A&D Free Housing		120,000	(120,000)

Amendments Proposed 6/10

Revised June 16, 1999

(Compared to amounts reserved and revenues available)

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
2-Jun	Linn	00BA_PA_CFS_16	Add \$30,000 to support YWCA outreach/tutoring program (Learning Links) to leverage matching funds from Portland Public Schools and State Adult and Family Services Division. (Funded w/ OTO CFS internal savings.)	0.00	30,000	0
4-Jun	DCJ	00BA_PA_DCJ_26	Carries over \$2,208,275 for: \$1,011,067 renovation for Multnomah Bldg; \$400,000 in General Fund contingency for Mead mitigation; \$797,028 for Juvenile programs.	11.00	1,808,095	400,000
7-Jun	Linn	00BA_RA_REV06	Carry over \$100,000 of unspent General Fund supplement to schools	0.00	0	100,000
7-Jun	Cruz	00BA_PA_Cont01	Reserve \$500,000 in Contingency for health related programs	0.00	0	500,000
7-Jun	Stein	00BA_PA_DSS 02	Transfer \$50,000 from Auditor to Evaluation Unit for partnership with PSU, including preparation of an inventory of mental health resources.	0.00	0	0
7-Jun	Cruz	00BA_PA_Cont02	Reserve \$250,000 in Contingency for behavioral health services	0.00	0	250,000
7-Jun	Naito	00BA_PA_CFS18	Add \$35,000 for Brentwood Darlington for operating expenses (OTO based on \$15K additional CFS General Fund carryover & \$20K GF).	0.00	35,000	(20,000)
7-Jun	Stein	00BA_PA_MCSO_07	Transfer Close Street lease appropriation to Contingency pending Board decision about Santana's purchase or Mental Health Unit funding	0.00	(105,000)	105,000
10-Jun	Cruz	00BA_PA_DCJ_29	Add \$100,000 for student initiated bus pass program (SPIRIT)	0.00	100,000	(100,000)
10-Jun	Linn	00BA_PA_CFS_19	Add DD case manager focussing on developmentally disabled parents	1.00	62,043	(56,382)

Net Effect on Contingency of 6/10 Amendments	352,694
Other sources available for Board allocation	893,993
Total Reserved in Contingency for Future Consideration	1,246,687

Decisions to Reserve Amounts in Contingency

00BA_PA_DCJ_26	Mead building			400,000
00BA_RA_REV06	School to work			100,000
00BA_PA_Cont01	Health related programs			500,000
00BA_PA_Cont02	Behavioral health services			250,000
Budget note	Early Childhood resources			100,000
00BA_PA_MCSO 07	Santana's or Mental health in jails			105,000
Reserve in Contingency				1,455,000
Available for Other Allocations or (Net Reduction in Contingency)				(208,313)

Other Sources Available for Board Allocation

Difference between setaside and actual cost of wage settlements

Contingency Summary	Net Effect	
Approved Budget Contingency	3,515,237	
Wage settlements	(1,135,683)	
Reclasses for AFSCME 88	(646,814)	
Tax Supervising legislative increase	(50,000)	
Needed Contingency	(1,250,000)	
Available for Board Reallocation		432,740

Double budgeted support for ESD transition schools

	Net Effect	
00BA_TA_ND 08	(200,000)	
Available for Board Reallocation		200,000

Contingency Balance from Carryover, Revenue, Staff, and Technical Amendments

	Net Effect	
Carryover	191,627	
Revenue	(13,607)	
Staff	(410)	
Technical	83,643	
Available for Board Allocation		261,253

Total Available for Board Allocation	893,993
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(Compared to amounts reserved and revenues available)

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
27-Apr	Stein	00BA_PA_CFS_01	Heroin / Opiate sobering center and subacute program at Hooper Detox		300,000	(300,000)
27-Apr	Stein	00BA_PA_DSS 01	Decision Support System - 3/4 funding	3.00	66,472	(276,472)
27-Apr	Stein/Cruz	00BA_PA_MCSO 01	Mental Health program in jail. Adds 5.46 Corrections Deputies and 1.00 Corrections Counselor	6.46	528,957	(528,957)
27-Apr	Stein	00BA_PA_MCSO 02	Restore funding for transition beds at MCRC increasing operational capacity from 120 to 160 beds.	11.10	766,000	(766,000)
27-Apr	Stein	00BA_PA_MCSO 05	Add's Sheriff's portion of Video Teleconferencing and add's 1.30 Facility Security Officers	1.30	138,546	(138,546)
27-Apr	Stein	00BA_RA_Rev_01	Additional State DOC administrative Revenue			2,243,063
28-Apr	Kelley	00BA_PA_ND 01	Auditor - Additional auditor	1.00	72,592	(72,592)
28-Apr	Cruz	00BA_PA_ND 02	West Law subscription to County Counsel	0.00	7,200	0
28-Apr	Cruz	00BA_PA_ND 03	County Counsel - Capacity for reclassification in County Counsel office	0.00	7,500	0
28-Apr	Cruz	00BA_PA_ND 04	County Counsel - Part time to offset costs now charged directly to cases	0.00	50,000	0
11-May	Kelley	00BA_PA_HD01	Hepatitis C outreach and prevention.	1.70	122,929	(99,167)
11-May	Linn	00BA_PA_HD02	\$125k in coalition clinics for data systems development for Community health clinics, funded one-time with beginning working capital.	0.00	125,000	0
17-May	MCSO	00BA_CA_MCSO 08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
18-May	Kelley / Naito	00BA_PA_ADS_05	Disability helpline \$22,500.	1.00	50,000	(22,500)
18-May	Stein	00BA_PA_ADS_06	Emergency Housing Funds @ \$60,000	0.00	60,000	(60,000)
18-May	Kelley	00BA_PA_DES_09	Code enforcement \$58,930 (on flex hours)	1.00	67,319	(58,930)
18-May	Naito	00BA_PA_DES23	Johnson Creek Watershed Council, \$15,000		15,000	(15,000)
21-May	Stein	00BA_PA_CFS_06	A&D Free Housing		120,000	(120,000)
21-May	Stein	00BA_PA_DA 01	District Attorney's Priorities (per 5/18 Public Safety Memo) including \$100K in Forfeiture revenue	2.00	111,211	(33,661)
21-May	Stein	00BA_PA_DCJ_23	Local Control PO	1.00	63,000	(63,000)
21-May	Stein	00BA_PA_DCJ_24	Safety Officer	1.00	63,000	(63,000)
21-May	Stein	00BA_PA_DCJ_25	Administrative Support	1.00	50,000	(50,000)
2-Jun	Linn	00BA_PA_CFS_16	Add \$30,000 to support YWCA outreach/tutoring program (Learning Links) to leverage matching funds from Portland Public Schools and State Adult and Family Services Division. (Funded w/ OTO CFS internal savings.)	0.00	30,000	0

(Compared to amounts reserved and revenues available)

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
4-Jun	DCJ	00BA_PA_DCJ_26	Carries over \$2,208,275 for: \$1,011,067 renovation for Multnomah Bldg; \$400,000 in General Fund contingency for Mead mitigation; \$797,028 for Juvenile programs.	11.00	1,808,095	400,000
7-Jun	Naito	00BA_PA_CFS18	Add \$35,000 for Brentwood Darlington for operating expenses (OTO based on \$15K additional CFS General Fund carryover & \$20K GF).	0.00	35,000	(20,000)
7-Jun	Cruz	00BA_PA_Cont01	Reserve \$500,000 in Contingency for health related programs	0.00	0	500,000
7-Jun	Cruz	00BA_PA_Cont02	Reserve \$250,000 in Contingency for behavioral health services	0.00	0	250,000
7-Jun	Stein	00BA_PA_DSS 02	Transfer \$50,000 from Auditor to Evaluation Unit for partnership with PSU, including preparation of an inventory of mental health resources.	0.00	0	0
7-Jun	Stein	00BA_PA_MCSO_07	Transfer Close Street lease appropriation to Contingency pending Board decision about Santana's purchase	0.00	(105,000)	105,000
7-Jun	Linn	00BA_RA_REV06	Carry over \$100,000 of unspent General Fund supplement to schools	0.00	0	100,000
8-Jun	Stein	00BA_PA_ND_11	Adds \$22,300 to office of County Counsel for training and software	0.00	22,300	0
10-Jun	Linn	00BA_PA_CFS_19	Add DD case manager focussing on developmentally disabled parents	1.00	62,043	(56,382)
22-Jun	Kelley	00BA_PA_CFS_20	Add funding for housing stabilization for mental ill. (\$172,000 General Fund; \$50,000 CFS Savings)	0.00	222,000	(172,000)
22-Jun	Stein	00_BA_PA_DCJ_30	Cuts \$183,000 from Marion/Yamhill A&D tx bed contracts.	0.00	(183,000)	183,000

Net Effect on Contingency of Consensus Amendments	963,694
Other sources available for Board allocation	895,993
Total Reserved in Contingency for Future Consideration	1,859,687

Decisions to Reserve Amounts in Contingency

00BA_PA_DCJ_26	Mead building			400,000
00BA_RA_REV06	School to work			100,000
00BA_PA_Cont01	Health related programs			500,000
Budget note	Inverness Drug and Alcohol			500,000
Budget note	Student bus pass program			100,000
00BA_PA_Cont02	Behavioral health services			78,000
Budget note	Early Childhood resources			100,000
00BA_PA_MCSO 07	Santana's			105,000
Reserve in Contingency				1,883,000
Available for Other Allocations or (Net Reduction in Contingency)				(23,313)

Other Board Program Amendments

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
27-Apr	Stein	00BA_PA_DCJ_01	Continue Marion / Yamhill A&D Contracts		1,071,081	(1,071,081)
27-Apr	Stein	00BA_PA_DCJ_02	Continue STOP program		0	0
27-Apr	Stein	00BA_PA_DCJ_03	West Probation move to Mead Building: mitigation and building costs	1.00	400,000	(400,000)
27-Apr	Stein	00BA_PA_DCJ_04	Alcohol and drug free housing - 100 units		360,000	(360,000)
27-Apr	Stein	00BA_PA_DCJ_05	Services for young women in Juvenile Detention		300,000	(300,000)
27-Apr	Stein	00BA_PA_DCJ_06	Restore DCJ cuts: Local Control PO, Sanctions tracking PO, Safety Officer, Electronic Monitoring, Admin support	3.00	290,000	(290,000)
27-Apr	Naito	00BA_PA_DCJ_07	Expand STOP drug diversion based on increased State revenue		0	0
27-Apr	Naito	00BA_PA_MCSO_06	Add Environmental Crimes Officer to Sheriff's Budget	1.00	54,443	(54,443)
27-Apr	Stein	00BA_RA_Rev_02	Additional State DOC legislative revenue (SB 1145 contingency and DOC COLA added to State budget)			1,700,000
27-Apr	Naito	Budget Note	Change STOP drug diversion to Marion County model		0	0
4-May	Linn	00BA_PA_DA_02	Add White Collar Crime Unit as proposed by DA's Office	2.00	138,872	(138,872)
11-May	Cruz	00BA_PA_CFS_02	Fund 10th through 12th grade Hispanic Retention -- cost per High School site is \$89,534 with 2.00 FTE (formerly 4 H.S. sites funded)			
11-May	Stein	Budget Note	Early Childhood Development costing for consideration as part of new public safety levy.			
18-May	Cruz	00BA_PA_ADS_01	Provide funding/other support for adequate wages and benefits for care providers.			
18-May	Naito	00BA_PA_DES_20	Reduce fleet capital reserve ten percent	0.00	(245,276)	245,276
18-May	Kelley	00BA_PA_DES_21	Process Improvement Land Use.	1.00	74,103	(70,000)
18-May	Cruz	00BA_PA_ND_05	Reduce \$1.3 million to transition schools depending on purchase of space from School District 1 - retain 200,000 for non-PPS support		(1,300,000)	1,300,000
18-May	Linn	00BA_PA_ND_09	1/2 year housing ombudsperson funding @ \$43,229		43,229	(43,229)
25-May	Cruz	00BA_PA_CFS_04	Increase Caring Community Grant to North Portland by \$24,000.		24,000	(24,000)

Other Board Program Amendments

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
25-May	Cruz	00BA_PA_ND_01	Remove IDA / Prida appropriation. SIP should research alternative community services programs and propose redirection of funds		(50,000)	(350)
2-Jun	Linn	00BA_PA_HD_03	Provide funding for school based clinic on the west side	2.27	322,545	(280,046)
4-Jun	Cruz	00BA_PA_ND_02	Remove Siting Ombudsman appropriation	0.00	(40,000)	40,000
4-Jun	Cruz	00BA_RA_Rev_06	Reduce number of federal beds to 200 at \$103 / day	0.00	0	(939,875)
7-Jun	Stein	00BA_PA_ND05	Add software and education and training to County Counsel	0.00	22,000	0
Total Change				10.27	1,464,997	(686,620)

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Requests for Carryover

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_CA_ADS_01	Increases ADS's General Fund Supplement by \$405,000 on a one-time-only basis for matching Title XIX Medicaid Funding and information technology improvements (as outlined in ADS FY '99 BudMod #2).		1,305,000	0
14-May	CFS	00BA_CA_CFS_01	Carryover of FY '99 program training fee revenue.	0.00	15,158	1,383
14-May	CFS	00BA_CA_CFS_02	Carries over \$23,000 of General fund for a Local Public Safety Coordinating Council research project and \$27,686 for Caring Communities.	0.00	50,686	0
2-Jun	CFS	00BA_CA_CFS_04	One-time-only reappropriation of \$10,000 of CGF for Work Family Education Program.	0.00	10,070	0
2-Jun	CFS	00BA_CA_CFS_05	One-time-only reappropriation of \$20,000 of CGF for Southeast Works.	0.00	20,140	0
14-May	DCJ	00BA_CA_DCJ_13	Carries over \$53,945 in the School Attendance Initiative for Evaluation and transfers eval. functions to Resource Management Division in DCJ	0.00	53,945	0
7-Jun	DCJ	00BA_CA_DCJ_27	Carries over \$60,000 for computer-based firing range simulator equipment.	0.00	60,000	0
10-May	DES	00BA_CA_DES03	Land Use Planning Carryover of contracts and equipment.	0.00	223,801	0
10-May	DES	00BA_CA_DES05	Carryover of \$19k for van, and changes \$60k to \$104k for dump truck bodies and hydraulics.	0.00	63,000	0
17-May	DSS	00BA_CA_DSS_03	Carryover Appropriations for Y2K and Public Safety Bond projects	0.00	1,785,000	4,579
17-May	DSS	00BA_CA_DSS_04	Carryover Appropriations for Imaging System Software in Labor Relations	0.00	32,000	0
17-May	DSS	00BA_CA_DSS_05	Carryover Organizational Development, Diversity Training and Backup Server in Director's Office	0.00	23,700	0
17-May	DSS	00BA_CA_DSS_07	Carryover Appropriations Associated w/ Flat Fee Program	0.00	696,661	0
17-May	DSS	00BA_CA_DSS_08	Carryover Appropriations Associated w/ FEMA Projects in Emergency Management	0.00	1,087,900	11,900

Requests for Carryover

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	DSS	00BA_CA_DSS_09	Carryover Appropriations for Professional Services Contracts in Evaluation Unit including analysis of poverty data, evaluation of SUN Schools (in conjunction with PSU), and population / demographic analysis with PSU Center for Population Research and Census	0.00	115,000	0
17-May	DSS	00BA_CA_DSS_10	Carryover Appropriations for Oregon Construction Workforce Alliance (OCWA)	0.00	14,000	0
17-May	DSS	00BA_CA_DSS_11	Carryover Professional Services in Employee Services	0.00	84,672	0
17-May	DSS	00BA_CA_DSS_17	Carryover appropriations related to development of MINT	0.00	39,811	0
14-May	HD	00BA_CA_HD01	Carries over school based clinic for other improvements.	0.00	137,800	0
14-May	HD	00BA_CA_HD02	Health Inspections Equipment carryover.	0.00	29,400	0
14-May	HD	00BA_CA_HD03	Carryover of professional services from centralized appointments and triage and equipment in clinics.	0.00	136,250	0
14-May	HD	00BA_CA_HD04	Carryover equipment in business services.	0.00	30,000	0
14-May	HD	00BA_CA_HD05	Professional Services carryover for Health Officer.	0.00	46,000	0
21-May	HD	00BA_CA_HD06	Carryover professional services staff training	0.00	5,000	0
21-May	HD	00BA_CA_HD07	Carryover Capital in Corrections Health	0.00	76,300	0
17-May	Library	00BA_CA_LIB_01	Carries over \$755,000 of 98-9 Library Collection budget: \$405,000 for Fairview opening collection, \$150,000 library assessment, \$200,000 materials ordered but not received yet.	0.00	809,964	54,964
17-May	MCSO	00BA_CA_MCSO 05	Carryover Target Cities funds to pay for evaluation of IJIP	0.00	84,413	9,413
17-May	MCSO	00BA_CA_MCSO 06	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	753,479	12,550
17-May	MCSO	00BA_CA_MCSO 08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
7-Jun	Nond	00BA_CA_ND_06	Carries over \$3,000 OTO NACo refund for Board training.	0.00	3,000	0

Requests for Carryover

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
4-Jun	Nond	00BA_CA_ND_10	Carries over \$34,160 for legal office software and hardware not yet received in FY 99.	0.00	34,160	0
11-Jun	Cruz	00BA_CA_ND_12	Carries over \$2,000 in District 2 for hardware and software for constituent database.	0.00	2,000	0 (2,000)
16-Jun	Auditor	00BA_CA_ND_14	Carries over \$2,200 in Auditor's Office to print financial condition report	0.00	2,200	0
16-Jun	Linn	00BA_CA_ND_15	Carries over \$10,000 for District 1 for newsletter which may not be completed by June 30.	0.00	10,000	0
16-Jun	Naito	00BA_CA_ND_16	Carries over \$10,500 ²⁰⁰⁰ for District 3 for newsletter which may not be completed by June 30.	0.00	10,500 ²⁰⁰⁰	0

Total Change	0.00	8,954,370	191,627
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Department Program Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_PA_CFS_03	Transfers \$30,000 in General Fund from the Director's Office to CPP Division for the Youth Employment & Empowerment program.	0.00	0	0
14-May	CFS	00BA_PA_CFS_05	Increases contracted services in the Developmental Disabilities Services Division by \$28,603 by shifting funding from HUD Horizon's Special Needs Grant.	0.00	658	0
14-May	CFS	00BA_PA_CFS_07	Transfers revenue/programs from CCFC to CFS for Buckman Community Partnership/Portland Impact and the Portland Public Schools Parent Involvement Projects.	0.00	123,018	0
14-May	CFS	00BA_PA_CFS_08	Adjusts the budget for A&D related services to reflect changes in program staffing and funding sources.	(0.50)	0	0
14-May	CFS	00BA_PA_CFS_09	For the Behavioral Health Division, increases FTE by 0.20, recognizes \$75,000 of State Mental Health carryover, and corrects transfer from Health of Binnsmead Middle School mental health consultant position.	0.20	29,119	0
14-May	CFS	00BA_PA_CFS_10	Adjusts the budget for the Behavioral Health Division to provide supervision for protective & residential case management.	0.75	0	0
14-May	CFS	00BA_PA_CFS_11	Increases the budget for the Behavioral Health Division by recognizing \$2,207,854 in revenue for increased pass through, staffing, and material & services.	1.00	2,241,490	0
21-May	CFS	00BA_PA_CFS_12	Reallocates General Fund from the Director's Office pass through to partially restore and Office Assistant Senior position.	0.25	1,256	0
28-May	CFS	00BA_PA_CFS_13	Moves \$25,000 of General Fund from CPP Division Management to the Family Center System for Lutheran Family Services.	0.00	0	0
2-Jun	CFS	00BA_PA_CFS_14	One-time-only reappropriation of \$125,000 of CGF for system development to support the Combined RFP (replacement of CAIS & INFOS data systems).	0.00	137,550	0

Department Program Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
2-Jun	CFS	00BA_PA_CFS_15	Carries over \$142,207 of Mental Health/Target Cities funding to fund staff, materials, and IT professional services.	1.62	142,207	12,975
21-May	CFS	00BA_PA_CFS_17	Provides \$375,000 of General Fund for Homeless Youth on a one-time-only basis.	0.00	375,000	0
4-Jun	DCJ	00BA_PA_DCJ_26	Carries over \$2,208,275 for: \$1,011,067 renovation for Multnomah Bldg; \$400,000 in General Fund contingency for Mead mitigation; \$797,028 for Juvenile programs.	11.00	1,808,095	400,000
28-May	Budget	00BA_PA_DES_19	Changes Facilities Capital. New funding for Blanchard \$4,600,000, Santanas \$1,100,000, River Patrol \$300,000, maintenance on Mead and Multnomah \$6,484,025, East County \$1,350,000, IES \$8 million. Reduction to Library COP to \$4.4 million. Carries over \$1,000,000 for Multnomah Building Capital.	0.00	3,157,266	0
10-May	DES	00BA_PA_DES02	A&T Cartographers, funded in part by COLA reduction and computer related personnel.	0.55	1,160	(1,533)
10-May	DES	00BA_PA_DES08	Addition of survey work crew, \$178k, funded by Land Corner Preservation Fund. Transportation.	3.00	494,026	17,682
10-May	DES	00BA_PA_DES10	Adds one Construction Project Technician to Capital Improvement to support construction projects. Revenue comes from funds 230,235,240 rebudgeting 'buildings' to 'service reimbursement to facilities'.	1.00	65,012	0
10-May	DES	00BA_PA_DES11	Adds Facilities Services Coordinator to service the Multnomah Building. Service reimbursements funding, although temporarily budgeted as 'miscellaneous revenue' pending finalization of charges.	1.00	71,437	0
10-May	DES	00BA_PA_DES12	Reclassifies 2 OA 2's to 2 FTE Maintenance Dispatch/Schedulers, and adds 4 FTE HVAC engineers. Funded by reallocating temporary, and repair and maintenance funds.	4.00	24,568	0

Department Program Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
10-May	DES	00BA_PA_DES13	Adds 1 ea HVAC engineer, Facilities Maintenance Worker, Carpenter, funded by revenue from Multnomah Building parking facility.	3.00	185,647	0
10-May	DES	00BA_PA_DES14	Reclassifies OA 2 to Fiscal Assitant Sr., adds Fiscal Assistant and Warehouse Worker and reduces Facilities Fund contingency.	2.00	98,800	0
10-May	DES	00BA_PA_DES15	Land Use Planning underr FEMA and endangered species OTO \$75k, approved by Board and Chair, but not budgetarily implemented.	0.00	75,000	(75,000)
3-Jun	DES	00BA_PA_DES22	Adds Management Assistant to DES Admin due to increased workload with IES implementation, strategic planning, budgeting, funded by a reduction in professional services.	1.00	0	0
4-Jun	DSS	00BA_PA_DSS_18	Add a Telecommunications Specialist as a result of increased workload related to various relocations - from Telephone Fund contingency	1.00	51,010	0
17-May	MCSO	00BA_PA_MCSO 03	Cuts funds from Supplies in the Admin. Services Division to fund 2.00 Network Specialist and OA2 bring staffing up to acceptable levels as a result of the overall growth in the agency and in the number of PC's	3.00	0	0
Total Change				33.87	9,082,319	354,124
Less Setasides in Contingency						(400,000)
Net change in Contingency						(45,876)

Department Requests for Revenue Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_RA_CFS_01	Increases revenue for the Domestic Violence Coordinator to reflect the proposed City of Portland Omnibus Revenue Agreement.	0.00	1,426	0
16-Jun	Budget	00BA_RA_CFS_02	Increases interest revenue for Fund 395, the Behavioral Health Managed Care Fund.	0.00	75,000	0
17-May	DA	00BA_RA_DA05	Reduce Local Law Enforcement Block Grant (LLEBG)	(0.43)	(18,300)	0
17-May	DA	00BA_RA_DA06	Reduce Violence Against Women Act (VAWA) Grant	(0.25)	(10,253)	0
17-May	DA	00BA_RA_DA07	Reduce Victims of Crime Act (VOCA) Grant	(1.80)	(59,981)	0
13-May	DCJ	00BA_RA_DCJ 09	Adds additional federal Weed & Seed revenue for assorted Juvenile program contracts and work crew expenses in Adult Forest Camp.	0.15	149,427	1,714
14-May	DCJ	00BA_RA_DCJ 21	Increases City revenue to the Juvenile Payback Program	0.00	10,000	70
10-May	DES	00BA_RA_DES01	Increases A&T Appraisal Supplement revenue by \$150k. Used for A&T computer system.	0.00	150,000	6,336
10-May	DES	00BA_RA_DES07	Increases State Motor Vehicle Sharing revenue by \$2.54 million due to revised estimates from AOC. \$1.6 m to Portland, remainder to Bridge, Bike funds, and transportation projects.	0.00	2,271,234	17,134
14-May	HD	00BA_RA_HD01	Medicaid revenue to school clinics, funds a nurse.	0.82	47,490	0
14-May	HD	00BA_RA_HD02	Primary care grant dollars for dental care network development.		64,500	445
14-May	HD	00BA_RA_HD03	Statewide tobacco evaluation grant and sexual assault project revenues.	1.45	116,675	2,314
14-May	HD	00BA_RA_HD04	Great Start contract revenue to east field team.	0.20	19,553	471
14-May	HD	00BA_RA_HD05	Additional WIC grant.	0.00	24,088	447
14-May	HD	00BA_RA_HD06	Carries over TB skin test grant revenue.	0.00	3,464	312
14-May	HD	00BA_RA_HD07	Statewide school based grant to school based budget.	0.00	2,713	236
14-May	HD	00BA_RA_HD08	Adds to family support preservation grant. Child abuse prevention, eg. Respite care, nursery, parenting education, etc.	0.00	150,050	275

Department Requests for Revenue Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	HD	00BA_RA_HD10	Reduces HIV prevention revenue, and moves budget from pass-through to permanent.	0.85	(38,982)	3,943
14-May	HD	00BA_RA_HD11	Linkage grant carryover.	0.15	20,951	2,400
17-May	Library	00BA_RA_LIB_02	Adds \$212,958 from the Library Foundation for Summer reading, PGE / Enron grant programs, children's author program, chamber music at Central, adult programs at Central, and other programs	0.00	228,516	15,359
17-May	MCSO	00BA_RA_MCSO 01	Reduce Port of Portland Revenue from \$24,000 to \$14,000 to correspond with the anticipated level of use identified by the Port. This revenue offsets River Patrol expenditures	0.00	(10,000)	0
17-May	MCSO	00BA_RA_MCSO 02	Appropriates revenues/expenditures associated w/\$162,000 from City Portland for OT associated with the booking procedure.	0.00	0	0
17-May	MCSO	00BA_RA_MCSO 07	Reduces the revenues budgeted for Wood Village (by approximately 50%) for law enforcement services	0.00	(72,485)	(72,485)
17-May	MCSO	00BA_RA_MCSO 11	Appropriates revenues/expenditures associated w/\$6,000 from OSA Seat Belt grant for OT	0.00	6,000	753
17-May	MCSO	00BA_RA_MCSO 12	Appropriates revenues/expenditures associated w/\$15,000 from OSA DUI grant for OT	0.00	15,000	1,883
17-May	MCSO	00BA_RA_MCSO 13	Appropriates revenues/expenditures associated w/\$13,129 for COP's More grant for OT	0.00	13,129	1,648
17-May	MCSO	00BA_RA_MCSO 14	Appropriates revenues/expenditures associated w/\$25,000 for Youth Gun Anti-Violence grant for OT	0.00	25,000	3,138
17-May	Budget	00BA_RA_REV_04	Add Interest revenue to funds as recommended by TSCC	0.00	1,750,000	0
Total Change				1.14	4,934,215	(13,607)

Department Requests for Reclassifications and Staff Changes Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_SA_ADS_01	Decreases Office Assistant Senior by 0.50 and increase Information Specialist by 0.50 for Central Admin.	0.00	0	0
14-May	CFS	00BA_SA_CFS_01	Adjusts the Approved budget to reflect position reclassifications.	0.00	5,962	0
17-May	DA	00BA_SA_DA03	Convert an OA Senior to a Support Enforcement Agent	0.00	0	0
17-May	DA	00BA_SA_DA04	Restores Legal Intern positions inadvertently omitted from budget request - to be funded from salary savings	2.00	0	0
13-May	DCJ	00BA_SA_DCJ_12	Reclassifies one OA Sr. to 1 Word Processing Operator in Family Court	0.00	(8,317)	(410)
13-May	DCJ	00BA_SA_DCJ_10	Transfers 3 positions between program units in Juvenile Justice.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_11	Transfers temp and overtime for Juvenile Forest Camp from one division to another.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_16	Transfers one Parole Officer between district offices.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_23	Corrects JCN number	0.00	0	0
17-May	DSS	00BA_SA_DSS_13	Reclassification of a Position in Employee Services	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_15	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_16	Correct position classification in Information Services budget	0.00	0	0
14-May	HD	00BA_SA_HD01	Changes job classes in corrections health.	0.60	0	0
	HD	00BA_SA_HD03	Shifts funds from temporary to permanent positions in Westside Primary Clinic.	0.30	0	0
14-May	HD	00BA_SA_HD04	Changes FTEs in job classes in Breast & Cervical Cancer grant.	0.10	(357)	0
14-May	HD	00BA_SA_HD05	Business Services adds Office Assistant 2, other changes.	1.00	(29,006)	0
14-May	HD	00BA_SA_HD08	Eligibility outreach FTE changes.	(0.20)	(1,295)	0
14-May	HD	00BA_SA_HD12	Corrects FTE in Disease Control.	0.00	0	0
14-May	HD	00BA_SA_HD13	FTE changes in HIV Clinic.	0.00	1,971	0
21-May	HD	00BA_SA_HD15	JCN changes in STD, funded by reducing temporary	0.10	1,214	0
21-May	HD	00BA_SA_HD17	JCN changes in Corrections Health	(0.30)	(366)	0
17-May	MCSO	00BA_SA_MCSO 04	Reclassifies 5 Computer Positions to reflect recommendations in IT Study	0.00	0	0

Department Requests for Reclassifications and Staff Changes Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	MCSO	00BA_SA_MCSO 10	Reclassifies Background Invest. To Recruitment Spec; Admin. Analys to Sr. Admin. Analyst; Equip Prop Tech to Equip Prop Coordin.; Deputy to Sergeant funded with a cut to supplies.	0.00	0	0
			Total Change	3.60	(30,194)	(410)

Department Requests for Technical Changes

Reviewed June 22, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_TA_CFS_01	Adjusts contracted services in BH Division to reflect changes in the intergovernmental agreement with the State Mental Health & Developmental Disabilities Services Division. (Payments will no longer flow through the County.)	0.00	(1,683,117)	0
14-May	CFS	00BA_TA_CFS_02	Corrects \$100,000 CSBG allocated as pass through for CCFC but that should be directly budgeted to CCFC.	0.00	(100,700)	0
14-May	CFS	00BA_TA_CFS_03	Adjusts the Behavioral Health Division mental health pass through expenditures in Funds 156 & 395.	0.00	(10,749)	0
17-May	DA	00BA_TA_DA08	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_08	Moves Juvenile Day Reporting Center into new org 2764	0.00	0	0
14-May	DCJ	00BA_TA_DCJ_14	Restores Counseling Division's flex fund with rent revenue from Resolutions Northwest	0.00	35,000	0
14-May	DCJ	00BA_TA_DCJ_15	Adjusts various Adult Justice program budgets to correct original budget submission.	0.00	0	7,067
17-May	DCJ	00BA_TA_DCJ_17	Deletes 0.5 FTE Corrections Counselor and adds contracted services in African - American Program	(0.50)	0	0
17-May	DCJ	00BA_TA_DCJ_18	Various salary and premium pay corrections in Sanctions & Services	0.00	0	0
17-May	DCJ	00BA_TA_DCJ_19	Deletes software maintenance contract and increases premium pay in Learning Center	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_22	Moves STOP Drug Diversion from Fund 100 to Fund 156. Removes fee revenue that was double-budgeted.	0.00	(120,000)	(120,000)
7-Jun	DCJ	00BA_TA_DCJ_28	Transfers \$204,000 from CFS to DCJ for STOP Drug Diversion program. No net change in program.	0.00	0	0
21-May	Budget	00BA_TA_DES_18	Reconciles service reimbursement in road fund	0.00	0	0

Department Requests for Technical Changes

Reviewed June 22, 1999

10-May	DES	00BA_TA_DES06	Adjusts fleet and distribution funds to reflect balancing of revenues and expenditures. Funds were originally budgeted to cover service reimbursements that could have resulted in exceeding the 10% limit on fund increases. Moves funds to contingency and unappropriated.	0.00	(2,797,155)	0
10-May	DES	00BA_TA_DES16	Shifts costs from Nond Court Records Space in Ford Building to FREDs.	0.00	0	0
10-May	DES	00BA_TA_DES17	Reconciles expenditures with revenue in Fleet.	0.00	(600)	0
17-May	DSS	00BA_TA_DSS_06	Adjust DP Fund budget where transactions caused negative appropriations	0.00	0	0
17-May	DSS	00BA_TA_DSS_12	Authorize Issuance of COPs to Purchase Tape Drive (in FY 98-99 Budget but Not Issued)	0.00	720,000	0
17-May	Budget	00BA_TA_DSS_14	Move Flat Fee expenditures to newly established org codes	0.00	0	0
4-Jun	DSS	00BA_TA_DSS_19	Reorganization of management functions and positions in the Information Services Division	0.00	0	0
4-Jun	Budget	00BA_TA_DSS_20	Balance Other Internal service reimbursement between Capital Asset Acquisition Fund and DP Fund	0.00	0	0
29-May	Budget	00BA_TA_DSS_21	Makes appropriations for ONA, CO, Deputy Sheriff, Electricians, Op. Engineer, and Painters wage settlements. Frees up \$412,000 in General Fund Contingency even though Contingency is reduced	0.00	2,752,184	(1,135,683)
21-May	Budget	00BA_TA_HD_14	Corrects revenue code in Health	0.00	(39,030)	0
14-May	HD	00BA_TA_HD02	Disease Control job class and other changes.	0.50	(1,034)	0
14-May	HD	00BA_TA_HD07	Job class changes in La Clinica, and change from equipment to supplies.	0.00	0	0
14-May	HD	00BA_TA_HD09	FTE reduction in healthy start initiative, increase in Pass Through.	(0.53)	(3,104)	(3,424)
21-May	HD	00BA_TA_HD16	Moves funds from rental to Other Internal in Parkrose to fund 245, to repay \$225,000 borrowed for the clinic space.	0.00	0	0
17-May	MCSO	00BA_TA_MCSO 09	Transfers funds between units to correct or refine line items in budget	0.00	0	0
17-May	Nond	00BA_TA_ND 05	Changes Hooper Detox's rent payment from a service reimbursement to Facilities to a cash transfer.	0.00	0	0

Department Requests for Technical Changes

Reviewed June 22, 1999

3-Jun	Budget	00BA_TA_ND_08	Reduces General Fund support to ESD for transition schools because the appropriation is also included in DCJ SAI budget.	0.00	(200,000)	200,000
14-Jun	Budget	00BA_TA_ND_13	Moves \$496,414 from Contingency to Unappropriated Balance in Revenue Bond Sinking Fund per TSCC recommendation	0.00	0	0

	Subtotal	(0.53)	(1,448,305)	83,643
	Plus amount not needed in Contingency for Wage Settlements			432,740
	Net Contingency Change			516,383

Requests for Carryover

Reviewed June 22, 1999

Revised June 23, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_CA_ADS_01	Increases ADS's General Fund Supplement by \$405,000 on a one-time-only basis for matching Title XIX Medicaid Funding and information technology improvements (as outlined in ADS FY '99 BudMod #2).		1,305,000	0
14-May	CFS	00BA_CA_CFS_01	Carryover of FY '99 program training fee revenue.	0.00	15,158	1,383
14-May	CFS	00BA_CA_CFS_02	Carries over \$23,000 of General fund for a Local Public Safety Coordinating Council research project and \$27,686 for Caring Communities.	0.00	50,686	0
2-Jun	CFS	00BA_CA_CFS_04	One-time-only reappropriation of \$10,000 of CGF for Work Family Education Program.	0.00	10,070	0
2-Jun	CFS	00BA_CA_CFS_05	One-time-only reappropriation of \$20,000 of CGF for Southwest Works.	0.00	20,140	0
14-May	DCJ	00BA_CA_DCJ_13	Carries over \$53,945 in the School Attendance Initiative for Evaluation and transfers eval. functions to Resource Management Division in DCJ	0.00	53,945	0
7-Jun	DCJ	00BA_CA_DCJ_27	Carries over \$60,000 for computer-based firing range simulator equipment.	0.00	60,000	0
10-May	DES	00BA_CA_DES03	Land Use Planning Carryover of contracts and equipment.	0.00	223,801	0
10-May	DES	00BA_CA_DES05	Carryover of \$19k for van, and changes \$60k to \$104k for dump truck bodies and hydraulics.	0.00	63,000	0
17-May	DSS	00BA_CA_DSS_03	Carryover Appropriations for Y2K and Public Safety Bond projects	0.00	1,785,000	4,579
17-May	DSS	00BA_CA_DSS_04	Carryover Appropriations for Imaging System Software in Labor Relations	0.00	32,000	0
17-May	DSS	00BA_CA_DSS_05	Carryover Organizational Development, Diversity Training and Backup Server in Director's Office	0.00	23,700	0
17-May	DSS	00BA_CA_DSS_07	Carryover Appropriations Associated w/ Flat Fee Program	0.00	696,661	0
17-May	DSS	00BA_CA_DSS_08	Carryover Appropriations Associated w/ FEMA Projects in Emergency Management	0.00	1,087,900	11,900

Requests for Carryover

Reviewed June 22, 1999

Revised June 23, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	DSS	00BA_CA_DSS_09	Carryover Appropriations for Professional Services Contracts in Evaluation Unit including analysis of poverty data, evaluation of SUN Schools (in conjunction with PSU), and population / demographic analysis with PSU Center for Population Research and Census	0.00	115,000	0
17-May	DSS	00BA_CA_DSS_10	Carryover Appropriations for Oregon Construction Workforce Alliance (OCWA)	0.00	14,000	0
17-May	DSS	00BA_CA_DSS_11	Carryover Professional Services in Employee Services	0.00	84,672	0
17-May	DSS	00BA_CA_DSS_17	Carryover appropriations related to development of MINT	0.00	39,811	0
14-May	HD	00BA_CA_HD01	Carries over school based clinic for other improvements.	0.00	137,800	0
14-May	HD	00BA_CA_HD02	Health Inspections Equipment carryover.	0.00	29,400	0
14-May	HD	00BA_CA_HD03	Carryover of professional services from centralized appointments and triage and equipment in clinics.	0.00	136,250	0
14-May	HD	00BA_CA_HD04	Carryover equipment in business services.	0.00	30,000	0
14-May	HD	00BA_CA_HD05	Professional Services carryover for Health Officer.	0.00	46,000	0
21-May	HD	00BA_CA_HD06	Carryover professional services staff training	0.00	5,000	0
21-May	HD	00BA_CA_HD07	Carryover Capital in Corrections Health	0.00	76,300	0
17-May	Library	00BA_CA_LIB_01	Carries over \$755,000 of 98-9 Library Collection budget: \$405,000 for Fairview opening collection, \$150,000 library assessment, \$200,000 materials ordered but not received yet.	0.00	809,964	54,964
17-May	MCSO	00BA_CA_MCSO 05	Carryover Target Cities funds to pay for evaluation of IJIP	0.00	84,413	9,413
17-May	MCSO	00BA_CA_MCSO 06	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	753,479	12,550
17-May	MCSO	00BA_CA_MCSO 08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
7-Jun	Nond	00BA_CA_ND_06	Carries over \$3,000 OTO NACo refund for Board training.	0.00	3,000	0

Requests for Carryover

Reviewed June 22, 1999

Revised June 23, 1999

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
4-Jun	Nond	00BA_CA_ND_10	Carries over \$34,160 for legal office software and hardware not yet received in FY 99.	0.00	34,160	0
11-Jun	Cruz	00BA_CA_ND_12	Carries over \$2,000 in District 2 for hardware and software for constituent database.	0.00	2,000	0
16-Jun	Auditor	00BA_CA_ND_14	Carries over \$2,200 in Auditor's Office to print financial condition report	0.00	2,200	0
16-Jun	Linn	00BA_CA_ND_15	Carries over \$10,000 for District 1 for newsletter which may not be completed by June 30.	0.00	10,000	0
16-Jun	Naito	00BA_CA_ND_16	Carries over \$10,500 for District 3 for newsletter which may not be completed by June 30.	0.00	2,000	0
Total Change				0.00	8,945,870	193,627

Neighborhoods Protective Association
PO Box 19224, Portland OR 97219

June 23, 1999

Beverly Stein, Commission Chair
Commissioner Linn, District 1
Members of the Commission
Multnomah County Court House
1120 S.W. Fifth Ave, Suite 1515
Portland, Oregon 97204

Dear Commissioner Chair Stein, Commissioner Linn, & Commissioners
Serena Cruz, Lisa Naito, and Sharron Kelley,

Enclosed is some information on the Multnomah County Library
issue, which we are sure has been brought to your attention.
Our prayers are with you, as you guide our county, and try
to balance politics with a responsibility to the taxpayers
of Multnomah County.

Libraries are the best asset for a free society, and helping
people to become knowledgeable and educated on so many issues.
Libraries should not be torn down and moved for political
reasons, not to mention ECONOMIC REASONS of wastefulness in
destroying libraries to build them some place else!! In
the process could some of our treasured older books be cast
aside???

This could be part of the budget process, and the library
levy should not be allowed to destroy a library just to put
it someplace else!! Smaller libraries in a community could
be added...yes...but not destroy an existing one that is
serving the present community, such as in Hillsdale!

We have not been kept up with this issue, but understand the
one in the Hollywood district is up for a change too? Is this
true? If so, please let us have some information on the pro-
cess you are using for this determination. Who appoints the
library board???? What about the Oregonian article by David
Austin, regarding "Library: Statements might be a law viola-
tion."??? Please let us hear from you, regarding this issue.

Of course, Hillsdale is in Diane Linn's district, and needs
to be addressed now, but it involves all of Multnomah County.

Earnestly,

Louise Weidlich

(Mrs) Louise Weidlich, Director

SAVE THE HILLSDALE BRANCH LIBRARY!!

June 22, 1993

To the Library Board and Commissioner Diane Linn:

CONDEMNATION violates our United States Constitution and Bill of Rights!

Article 5, and Article 4. Private property pays taxes! With all the property being given to the county, etc., why destroy one of the best libraries???

Libraries should be in a quiet place, where one can read without outside noise and traffic! Economically this is a disaster!! To destroy a GOOD MUCH USED LIBRARY and perhaps tear it down, which has already been done elsewhere in Portland!!

Respectfully yours,

Louise Weidlich
(Mrs.) Louise Weidlich

Director

Neighborhoods Protective Ass'n

One person who believes Multnomah is a better site for the library is Jim Peterson, owner of Custom Woodworking in Multnomah Village. His ad-hoc committee, Friends of Multnomah Village Library paid for 10,000 postcards to be inserted in the April issue of The Post to be sent to Commissioner Linn's office, showing support for a Multnomah Village library at either the Copeland Lumber site or the Multnomah Art Center parkable site.

"As of April 20, 135 postcards were returned."

Neighborhood Protective Association, PO Box 19224, Portland OR 97219,

said Dinger. Of those 113 were in support for the Copeland site. 14 opposed the Copeland site and/or supported a Hillsdale site. Eight were supporting libraries in general.

Officials at Papa John's Pizza, which was scheduled to open in the Winchell's building in March, have agreed to hold off on remodeling and construction until a resolution is made.

4th AMENDMENT RIGHT

"The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized."



The Multnomah Village Post

Serving the Southeast Portland Community Since 1972

Volume 11, No. 7

Portland, Oregon

Complimentary

May 1993

It's official: Surplus school property now slated for parks

By K.C. Conner
The Multnomah Village Post

It was a celebratory tour that only lacked champagne to make it any more festive.

Members of neighborhood associations, Portland Parks and Recreation staff, and Portland Public Schools officials joined City Commissioner Jim Fosselman April 13th for a tour of surplus school property now slated to become neighborhood parks.

The 50 acres of land had been held by PPS in case population growth indicated a need to build more schools. Instead, after months of negotiating, four sites in Southwest Portland will now be either developed into active or passive parks, or left as wooded green space.

In exchange, the city will give PPS \$7 million to help bolster the district's budget. As the tour pulled up to the Spring Garden site, Charles Jordan, director of the park bureau, called it a "win-win" situation.

"The school district gets much needed funding, and here we are, in park deficient areas, picking up just beautiful treasures like this," said Jordan. "So this is one of the partnerships that is going to yield dividends for many years to come."

Jordan pointed out how happy everyone on the bus was about the land

acquisition. "They are really excited about this," he said. "The staff is pretty pumped up about this as well."

Many of the people on the bus had seen one or two of the sites, especially if they had been lobbying for the city to pick up a particular plot of land. But this was the first chance for many to see all the property.

Kirrie Dobble, chair of the SWPN Parks Committee said Southwest residents have waited a long time to have additional parks and now they've finally been rewarded.

"I was particularly pleased about the Spring Garden site," said Dobble, "since there are so many children in that neighborhood, and in order to reach a park, they would have to cross some very busy streets, and now they won't have to anymore 'cause it's really close to them."

Jeff Reece of the Crestwood Neighborhood Association had a special interest in the Dickinson site, which he called a "great" acquisition.

"It's good that it's going to stay in public hands," said Reece. "The neighborhood wants to keep it pretty much the same as it is now, the same use, not a lot of development."

Two of the sites, Kerr and Manicera, are overgrown and wooded. Kerr, ten acres in Mountain Park that also holds



the headwaters for Tryon Creek, will be left in its natural state.

However, neighbors are already forming a "Friends of Kerr Park" association to work with the parks bureau in developing a plan to clear out things like blackberry bushes and put in other, native plants.

Margot Barnett, vice chair of the Marshall Park Neighborhood Association, served on the committee advising

the on prioritizing the parcels for purchase.

"I think it's wonderful that these properties are going to parks and not to more residential or commercial development," said Barnett. "And I look forward to seeing what the planning process is going to be, but I just think it's a wonderful addition to Portland Parks."

The final stop on the tour was the Manicera site near Jackson Middle

Continued on page 3

Condemnation procedures move ahead for Hillsdale library

By Kathleen Middleton
The Multnomah Village Post

County Commissioner Diane Linn's office confirmed in April that the county is moving ahead with condemnation of the Winchell's property, in order to make room for a new Hillsdale library on the Bertha Triangle site.

"The courts have okayed the condemnation," reported Lynn Dinger from Commissioner Linn's office. "We will begin appraisal of the site very soon, as well as testing on the adjacent property. This information will provide us with specifics for a discussion."

Dinger also reported that the city will soon be filing a request to vacate Bertha Court.

Condemnation can be done on land for libraries, roads or public buildings as long as the county can prove it's in the public's best interest. At the library update meeting in February, all but three of the 50 plus participants voiced support for a mixed use building, unless mixed use precluded the library from being built in time.

MONDAY • MAY 24, 1999

Metro/State

MANAGING EDITOR/NEWS: THERESE BOTTOMLY • 219-8434

Library group sends erroneous letter

A fund-raising message circulated to potential donors provides outdated information.

By DAVID AUSTIN
THE OREGONIAN

The letter from The Library Foundation raising money for Multnomah County libraries sounds desperate:

"Even with recent improvements in funding, the library's budget for purchasing new books is only about half of that of similar libraries ... across the country," says the letter from the private, nonprofit group.

But that's not true. Multnomah County's library system is one of the wealthiest of its size in the United States. The amount of money it spends on books and other materials has nearly doubled since voters approved a

\$113.3 million levy in 1997.

Using the same ratios the library uses for comparisons, The Oregonian found that Multnomah County spends more money on books than five out of the six systems of comparable size. Per person, the county spends double the money that two of the systems spend on books.

Library and foundation officials concede that the fund-raising letter is wrong. Ginlie Cooper, the county's director of libraries, admits that she erred in giving

the foundation old numbers, saying she used what was available at the time.

"It didn't jump out at me that it was wrong because we haven't recalculated the figures," Cooper said. "We only get the figures every couple of years after they're compiled. There's no way to have an accurate comparison unless we call all the libraries ourselves."

Although the levy puts Multnomah Please see LIBRARY, Page E6

E6 ■ 2M THE OREGONIAN • MONDAY, MAY 24, 1999

Library: Statements might be a law violation

Continued from Page E1

County at the high end for book expenditures, Cooper thinks still more money is needed.

"Our books work harder than any of the other libraries," she said. "Our books go in and out more, hence more wear and tear. So it should be no secret to anyone that we need more money to buy more books. We've had such a poor book budget in the last few years that we're still playing catch-up."

Whether the library needs money or not, making false statements in a fund-raising solicitation could be a serious offense.

Peter Cogswell, spokesman for the Oregon Attorney General's Office, said his office has not received any complaints about the letter. But he said that the foundation might have violated the law if it made false statements or failed to disclose pertinent information in its solicitation.

Before the levy passed, the library had a budget of roughly \$24 million, which included \$4.98 spent on books for each of the county's roughly 655,000 residents. After the levy, the budget increased 87 percent to \$37.8 million, with \$9.12 per resident to spend on books.

For comparison, King County Library in Washington spends \$5.51 per resident on books. Milwaukee, Wis., Public Library spends \$4.10 per resident on books — less than half what Multnomah County spends.

"We only dream of having that kind of money, for books or for anything else," said Lorelei Starck, Milwaukee's director of communications. "Sounds like you guys are doing really good."

The foundation sent the letter to 32,000 people last month, requesting money to help pay for books, special programs and other improvements at the library branches. Since 1995, the foundation has used its clout to raise money to augment the property-tax dollars that pay for operating the library system. So far, the group has raised \$8.6 million.

BUDGETS FOR BOOKS

Library	Library's share for books materials	Dollars for books materials (per resident)	Total budget (in millions)
Cleveland Public Library		\$18.40	\$9.4
Multnomah County Library	\$9.12	\$5.8	\$37.8
King County Library	\$5.51	\$3.5	\$20.5
King County Library	\$5.51	\$6.4	\$51.0
King County Library	\$5.51	\$3.6	\$28.1
King County Library	\$5.51	\$2.3	\$22.2
King County Library	\$5.51	\$2.5	\$21.5

Poppy Dully, the foundation's vice president, said the group has a goal of raising \$2 million a year. The average donation is \$50, but there have been substantial gifts in recent years, including one of \$2.3 million.

Although foundation officials control the money, Cooper tells them where it should be spent.

The four-page plea, from Foundation Chairman Paul Bragdon, asked potential donors to give money to help stock Multnomah County's library branches with more books.

"Multnomah County Library is one of the busiest libraries in the nation," he wrote. "And yet it has less to spend on books. This is a situation we simply can't ignore."

According to the foundation, the strategy was simple: Target the 32,000 people who were on mailing

The 5th Amendment was put into our Constitution to protect "We the People" from the power of the Government and overzealous actions of Tax Collectors against the common man. Private property is the essence of FREEDOM.

ing lists for other arts programs from around the metropolitan area. The group was looking specifically for people who hadn't donated to the foundation before. Letters were mailed in April.

Bragdon called the letter "an unfortunate error."

"It was an error to talk about comparisons, particularly after the levy improved things. It's an unfortunate error, that's all. It doesn't change the priority that there's some catching up to do."

Dully said the letter was based on a chart provided by Cooper. Information on the chart came from

the 1996-97 fiscal year, almost two years before passage of the levy that nearly doubled the library's budget.

"We've been using that as sort of our language for what we do," Dully said. "I think what the problem is is that we didn't ask the library at the time it was drafted how old the information was. What we've learned is that we can't use dated information. Next time we'll ask more questions."

You can reach David Austin at 221-5383 or by e-mail at david.austin@news.oregonian.com.

5th AMENDMENT RIGHT

"No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall he be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation."

The 5th Amendment was put into our Constitution to protect "We the People" from the power of the Government and overzealous actions of Tax Collectors against the common man.

Private property is the essence of FREEDOM.

No life, liberty or private property can be taken without due process of law:

(TRIAL BY JURY — 12 men jury).

Government Agents violate this RIGHT every day.

For personal Liberty ...

How would you answer a person who is trying to ...

entrap or coerce you out of your RIGHTS, money and property? ("I can not be compelled to answer your question. I invoke my 5th Amendment Rights to NOT be a witness against myself.")

"A time to keep silence, and a time to speak." — Ecclesiastes 3:7

"When he was accused ... he answered nothing." — Matthew 27:12

"Stand fast therefore in the liberty wherewith Christ hath made us free..." — Galatians 5:1

The 5th Amendment guarantees every American the right NOT to be a witness against himself even in response to an IRS summons. "It can be asserted in any proceeding, civil, criminal, administrative or judicial."



"...slavery has been the generation of the human race. Ignorant — they have been educated; asleep — they have been surprised; divided — the yoke forced upon them ... a well-instructed people since then has been born."

I Support a

MULTNOMAH VILLAGE LIBRARY

And Here's Why!

Multnomah offers two exciting possible sites, both available for immediate exploration. The large Copeland site offers a great opportunity with room that could include a park or mixed use development. The 6 portable classroom buildings at the Multnomah Art Center could possibly be obtained through an inter-governmental exchange and programs and activities between Art Center and Library could be linked. It is time to put the public interest first and select a site which benefits our communities!

Name/Address/Telephone & Comments: Mrs. Louise Weidlich, Director, Neighborhoods Protective Association, Portland, Or. 97219
Telephone 246-5757

~~These apparently were circulated, although I never saw one until yesterday, June 22, 1999. We support keeping the existing Hillsdale Library, and adding another library in Multnomah Village. The Hillsdale site, as being the only choice... and having to CONDEMN PRIVATE PROPERTY, and take it off the tax roles is irresponsible. You say that the courts have already Okeyed it.. but not in the light of all the other options that are available! Especially with the school district property for parks!~~

Printing & Distribution of this postcard paid for by

FRIENDS OF MULTNOMAH VILLAGE LIBRARY

2520 SW Multnomah Boulevard • Portland, Oregon 97219

June 23,/99
Beverly Stein, Chair
Members of the Commission,
Multnomah County Commission
1120 S.W. Fifth Ave., Suite
1515
Portland, Oregon 97204

Dear Beverly Stein, Chair,
and Members of the Multnomah
County Commission,

To the left you can see
where the cardholders live,
according to zip codes.

Zip code 97201, representing the Hillsdale area, has 27.7% of the cardholders.

Zip code 97219, representing the Multnomah area, has 36.4% of the cardholders.

~~Zip code 97221, farther~~
away, represents 25.3% of the cardholders.

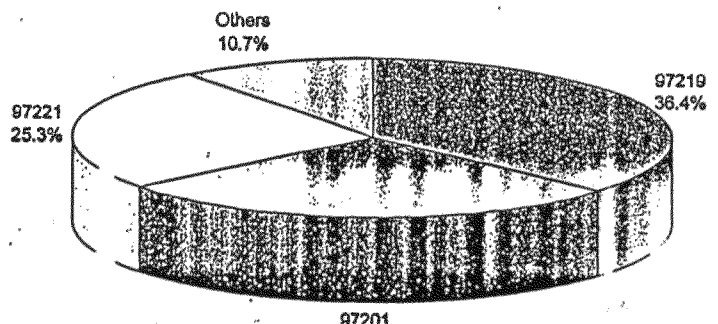
Others, represent 10%. with a total of 11,525 number of cardholders using the library!

Multnomah, with special interest in using the portables along side of the Multnomah Community Center. Possibly, special subjects for each of the portables, or even one for young children as well. An excellent place for dramatic readings, and various other programs. This would be away from the hustle, bustle, and traffic of the donut shop site. Plus IT WOULD NOT TAKE ANY PROPERTY OFF THE TAX ROLES!!

URBAN RENEWALL AND A SOVIET AMERICA, when government owns all the land, and property is no longer available for private ownership!! We hope that you will not condemn business property, and force Nature's to move. They are one of the biggest businesses in Hillsdale, and we understand that they plan to move.....what choice do they have if they become short on parking?? This will hurt the smaller business too!

Earnestly yours. (Mrs) Louise Weidlich, Director.
Neighborhoods Protective Association
P.O.Box 19224, Portland, Oregon 97219

Hillsdale Branch Library
Cardholders by Zip Code, Fiscal Year 1997/98



Total Cardholders: 11,525

This breakdown of who is using the Hillsdale library was given to me by Jim Peterson "Friends of Multnomah Village Library who want to see the presence of a library in Multnomah. He was unable to be here this morning, but has been active in wanting the presence of a library in Multnomah Village!

In talking to him today, he would be in support of keeping the Hillsdale Site, and having another branch in

The nation and kingdom that will not serve thee shall perish. Isaiah 60:12.

The Approach of Danger.

(Extract from the Springfield address in 1838. Continued from preceding page.)

At what point shall we expect the approach of danger? Shall we expect some transatlantic military giant to step the ocean and crush us at a blow? Never! All the armies of Europe, Asia, and Africa combined, with all the treasures of the earth (our own excepted) in their military chest, with a Bonaparte for a commander, could not, by force, take a drink from the Ohio, or make a track on the Blue Ridge, in a trial of a thousand years. At what point, then, is this approach of danger to be expected? I answer: If it ever reaches us, it must spring up amongst us. It cannot come from abroad. If destruction be our lot, we must ourselves be its author and finisher. As a nation of freemen, we must live through all time or die by suicide.

*When our land is illumined with liberty's smile,
If a foe from within strikes a blow at her glory,
Down, down with the traitor that dares to defile
The flag of her stars and the page of her story!
By the millions unchained who our birthright have gained,
We will keep her bright blazon forever unstained!*

Containing Immortal Utterances of Abraham Lincoln

Fourth Hundred and Six
Press of United Brothers Publishing House
Dayton, Ohio

Compiled by

J. T. HOBSON, D.D., LL.B.

Spoken and Written on Various Occasions,
Preceded by Appropriate Scripture Texts
and Followed by Choice Poetic Selections
for Each Day in the Year, with Special
Reference to Anniversary Dates.

"My great concern is not
whether God is on our side;
my great concern is to be on
God's side." Abraham Lincoln

JUNE 17

Nation Cannot Live on Injustice.

(Said in defense of his "Divided House" speech of June 16, 1858, some of his friends having severely criticised it.)

Friends, I have thought about this matter a great deal, have weighed the question from all corners, and am thoroughly convinced the time has come when it should be uttered; and if it must be that I must go down because of this speech, then let me go down linked to truth—the advocacy of what is right and just. This nation cannot live on injustice. "A house divided against itself cannot stand," I say again and again.

Neighborhood Protective Association, PO Box 19224, Portland OR 97219, Louise Weidlich, director.

THE SPOTLIGHT.

300 Independence Ave. SE, Washington, D.C. 20003

SPOTLIGHT March 3, 1997-3

Red Chinese Opening Giant Base In Former U.S. Naval Harbor

*Why has President
Bill Clinton been so nice
to the Red Chinese?
Some people think money
might be involved.*

EXCLUSIVE TO THE SPOTLIGHT

BY MIKE BLAIR

Many Californians have long been asking why the Clinton administration decided to close the bustling Long Beach Naval Station in 1994 and the vital, national security-wise, Long Beach Naval Shipyard next September.

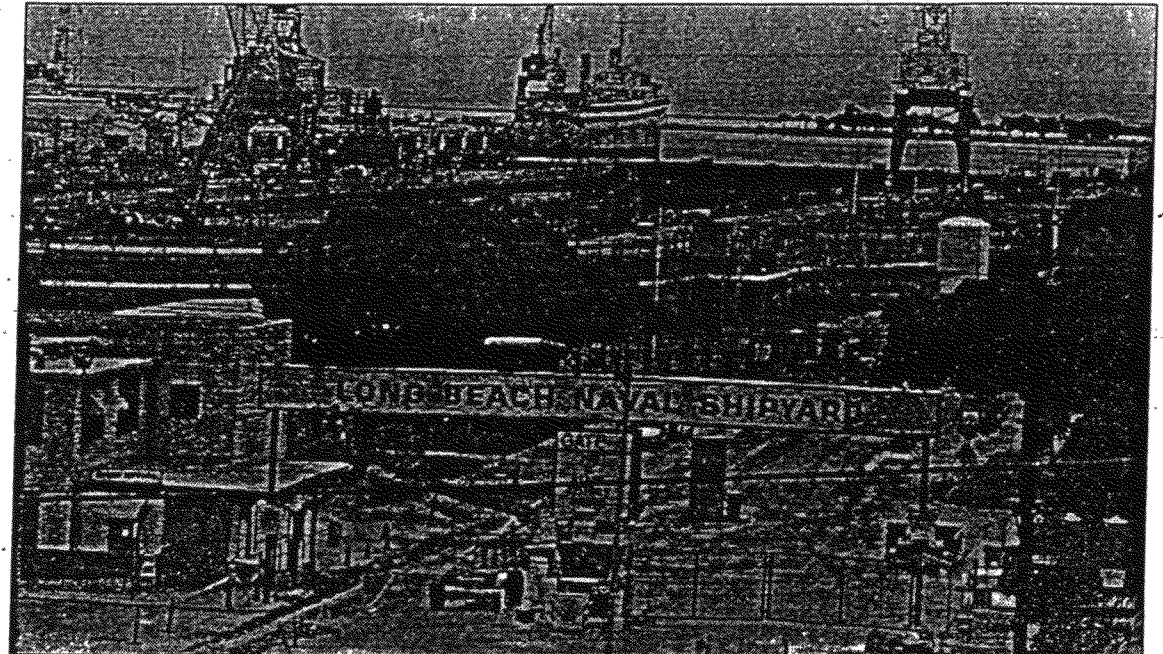
Some think they have the answer with the announcement that a contract has been signed with Red China to build a 145-acre shipping terminal at the site of the naval station.

The giant shipping center, which will be built by the state-owned China Ocean Shipping Company (COSCO), will encompass all of the station's 134 acres, plus 11 acres north of the naval installation on Terminal Island, site of a federal prison complex.

According to the Port of Long Beach, the new Red Chinese facility will have berthside water depths of 50 feet and six immense gantry cranes capable of reaching across at least 18 rows of ship container units. The terminal is being built specifically to accommodate a new Chinese fleet of container ships.

"The terminal will have direct access to the open seas and a two unit-train dockside rail yard to handle COSCO's intermodal shipments to the U.S. Midwest, Gulf Coast and Eastern Seaboard," a spokesperson for the Port of Long Beach said.

The turning over of the naval station to the Red Chinese raises the



This Long Beach Naval Shipyard is included on the Defense Department's base closures list. Red China is expected to open a shipping base here.

question whether it was part of what appears to be on-going relations between the Clinton White House and the Red Chinese, which have been linked to campaign contributions given by those with Peking connections to the reelection campaign of President Clinton.

The building of the terminal comes at a time when Red Chinese goods exported to the United States have taken hundreds of thousands of jobs from American workers, as well as running up America's annual trade deficit in the billions of dollars.

While it is claimed that the new shipping terminal will provide about 1,600 high-paying jobs in the engineering, environmental and construction fields, as well as from 300 to 600 permanent jobs, they will fall far short of the untold thousands that will be lost to Americans as a result of making trade to America still easier for the Reds. The communists are well known for their unfair trade practices and the use of free slave labor.

In addition, there are concerns about making it easier for the Red Chinese to smuggle goods into Ameri-

ca, particularly illicit drugs, for which Peking has proven to be deeply involved.

It was also recently revealed that the Red Chinese arms exporting business, also owned by the government and in this case China's military, had been caught attempting to smuggle 2,000 AK-47 assault rifles into southern California for sale to "street gangs."

Those connected with this arms trafficking were wined and dined at the White House by President Clinton and his reelection cronies.

2nd AMENDMENT RIGHT

"A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed."



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-120

Adopting the 1999-00 Budget for Multnomah County and making
appropriations thereunder, pursuant to ORS 294.435

The Board of County Commissioners finds:

- a. The Multnomah County budget, with requirements in the sum of \$1,074,786,440 as prepared by the duly appointed Budget Officer has been considered and approved by the Board.
- b. A public hearing on this budget was held before the Multnomah County Tax Supervising and Conservation Commission on the 25th day of May 1999.
- c. The budget is on file in the Office of the Chair of Multnomah County.
- d. The Board has made certain amendments to the above-described budget and those amendments are attached to this resolution as Attachment A.
- e. The budget, as amended, includes requirements in the sum of \$.
- f. The appropriations authorized are attached to this resolution as attachment B.
- g. The Tax Supervising and Conservation Commission has certified the budget and the Board responses to the recommendations and objections of the Tax Supervising and Conservation Commission are attached to the Resolution as Attachment C.
- h. Board notes of actions to be taken during the next year are attached to this resolution as attachment D.

The Board of County Commissioners resolves:

1. The budget, including Attachments A, B, C and D, is adopted as the budget of Multnomah County, Oregon.
2. The attached appropriations are authorized for the fiscal year July 1, 1999 to June 30, 2000.

ADOPTED this 24th day of June, 1999.



Reviewed:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Thomas Sponsler
Thomas Sponsler

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

ATTACHMENT C

The Board makes the following responses to the objections and recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 1998-99 County budget.

Objection:

1. *Interest Income Estimates – Fund budgets need to be adjusted to include estimated interest earnings before adoption.*

The Board amends the Revenue Bond Sinking Fund, Justice Bond Project Fund, Library Construction Funds to include interest revenue.

2. *Contingency in a Non-Operating Fund – The Revenue Bond Sinking Fund is a Debt Service Fund and is therefore a non-operating fund, and may not have a Contingency account.*

The Board amends the Revenue Bond Sinking Fund to hold aside resources not needed to pay debt service interest and principal in the unappropriated balance of the fund.

Recommendations

Fund Over Expenditures – The Emergency Communication Fund, the Inmate Welfare Fund, and the Behavioral Health Managed Care Fund were over expended in Fiscal Year 1997-98.

Budget modifications are expected to prevent such over expenditure in 1998-99. Note that the problem with the Emergency Communication Fund involved a pass through of revenue to the Portland Bureau of Emergency Communications. Such a pass-through is difficult to deal with under current budget law and other statutes – the revenue is required to be paid out, but the mechanism of a supplemental budget cannot always be used in a timely way to increase appropriations prior to the end of a fiscal year if revenues exceed budgetary estimates. State legislation awaiting the Governor's signature will make compliance easier by removing the supplemental budget requirement when revenues received by one government must be paid to another.

Monitoring of the Behavioral Health Managed Care Fund has resulted in an amendment to the 1999-2000 budget that increases estimated receipts to reflect increased numbers of clients and the consequent increase in revenue and expenditure.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

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- d. The Board has made certain amendments to the above-described budget and those amendments are attached to this resolution as Attachment A.
- e. The budget, as amended, includes requirements in the sum of \$1,071,977,959.
- f. The appropriations authorized are attached to this resolution as attachment B.
- g. The Tax Supervising and Conservation Commission has certified the budget and the Board responses to the recommendations and objections of the Tax Supervising and Conservation Commission are attached to the Resolution as Attachment C.
- h. Board notes of actions to be taken during the next year are attached to this resolution as attachment D.

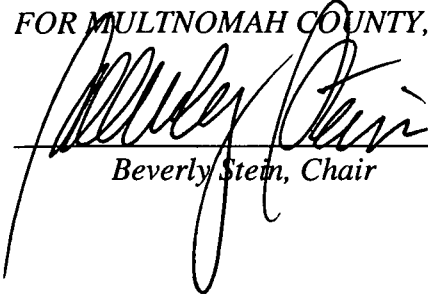
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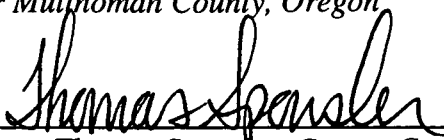
ADOPTED this 24th day of June, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 
Thomas Sponsler, County Counsel

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
13-May	ADS	00BA_CA_ADS_01	Increases ADS's General Fund Supplement by \$405,000 on a one-time-only basis for matching Title XIX Medicaid Funding and information technology improvements (as outlined in ADS FY '99 BudMod #2).		1,305,000	0
14-May	CFS	00BA_CA_CFS_01	Carryover of FY '99 program training fee revenue.	0.00	15,158	1,383
14-May	CFS	00BA_CA_CFS_02	Carries over \$23,000 of General fund for a Local Public Safety Coordinating Council research project and \$27,686 for Caring Communities.	0.00	50,686	0
2-Jun	CFS	00BA_CA_CFS_04	One-time-only reappropriation of \$10,000 of CGF for Work Family Education Program.	0.00	10,070	0
2-Jun	CFS	00BA_CA_CFS_05	One-time-only reappropriation of \$20,000 of CGF for Southeast Works.	0.00	20,140	0
14-May	DCJ	00BA_CA_DCJ_13	Carries over \$53,945 in the School Attendance Initiative for Evaluation and transfers eval. functions to Resource Management Division in DCJ	0.00	53,945	0
7-Jun	DCJ	00BA_CA_DCJ_27	Carries over \$60,000 for computer-based firing range simulator equipment.	0.00	60,000	0
10-May	DES	00BA_CA_DES_03	Land Use Planning Carryover of contracts and equipment.	0.00	223,801	0
10-May	DES	00BA_CA_DES_05	Carryover of \$19k for van, and changes \$60k to \$104k for dump truck bodies and hydraulics.	0.00	63,000	0
17-May	DSS	00BA_CA_DSS_03	Carryover Appropriations for Y2K and Public Safety Bond projects	0.00	1,785,000	4,579
17-May	DSS	00BA_CA_DSS_04	Carryover Appropriations for Imaging System Software in Labor Relations	0.00	32,000	0
17-May	DSS	00BA_CA_DSS_05	Carryover Organizational Development, Diversity Training and Backup Server in Director's Office	0.00	23,700	0
17-May	DSS	00BA_CA_DSS_07	Carryover Appropriations Associated w/ Flat Fee Program	0.00	696,661	0
17-May	DSS	00BA_CA_DSS_08	Carryover Appropriations Associated w/ FEMA Projects in Emergency Management	0.00	1,087,900	11,900
17-May	DSS	00BA_CA_DSS_09	Carryover Appropriations for Professional Services Contracts in Evaluation Unit including analysis of poverty data, evaluation of SUN Schools (in conjunction with PSU), and population / demographic analysis with PSU Center for Population Research and Census	0.00	115,000	0
17-May	DSS	00BA_CA_DSS_10	Carryover Appropriations for Oregon Construction Workforce Alliance (OCWA)	0.00	14,000	0
17-May	DSS	00BA_CA_DSS_11	Carryover Professional Services in Employee Services	0.00	84,672	0
17-May	DSS	00BA_CA_DSS_17	Carryover appropriations related to development of MINT	0.00	39,811	0
14-May	HD	00BA_CA_HD_01	Carries over school based clinic for other improvements.	0.00	137,800	0
14-May	HD	00BA_CA_HD_02	Health Inspections Equipment carryover.	0.00	29,400	0
14-May	HD	00BA_CA_HD_03	Carryover of professional services from centralized appointments and triage and equipment in clinics.	0.00	136,250	0
14-May	HD	00BA_CA_HD_04	Carryover equipment in business services.	0.00	30,000	0
14-May	HD	00BA_CA_HD_05	Professional Services carryover for Health Officer.	0.00	46,000	0
21-May	HD	00BA_CA_HD_06	Carryover professional services staff training	0.00	5,000	0
21-May	HD	00BA_CA_HD_07	Carryover Capital in Corrections Health	0.00	76,300	0
17-May	Library	00BA_CA_LIB_01	Carries over \$755,000 of 98-9 Library Collection budget: \$405,000 for Fairview opening collection, \$150,000 library assessment, \$200,000 materials ordered but not received yet.	0.00	809,964	54,964
17-May	MCSO	00BA_CA_MCSO_05	Carryover Target Cities funds to pay for evaluation of IJIP	0.00	84,413	9,413
17-May	MCSO	00BA_CA_MCSO_06	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	753,479	12,550
17-May	MCSO	00BA_CA_MCSO_08	Carryover funds allocated for purchases that won't be delivered prior to 6/30/99	0.00	1,103,360	98,838
7-Jun	Nond	00BA_CA_ND_06	Carries over \$3,000 OTO NACo refund for Board training.	0.00	3,000	0
4-Jun	Nond	00BA_CA_ND_10	Carries over \$34,160 for legal office software and hardware not yet received in FY 99.	0.00	34,160	0
11-Jun	Cruz	00BA_CA_ND_12	Carries over \$2,000 in District 2 for hardware and software for constituent database.	0.00	2,000	0

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
16-Jun	Auditor	00BA_CA_ND_14	Carries over \$2,200 in Auditor's Office to print financial condition report	0.00	2,200	0
16-Jun	Linn	00BA_CA_ND_15	Carries over \$10,000 for District 1 for newsletter which may not be completed by June 30.	0.00	10,000	0
16-Jun	Naito	00BA_CA_ND_16	Carries over \$2,000 for District 3 for web site assistance	0.00	2,000	0
18-May	Kelley / Naito	00BA_PA_ADS_05	Disability helpline \$22,500	1.00	50,000	(22,500)
18-May	Stein	00BA_PA_ADS_06	Emergency Housing Funds @ \$60,000	0.00	60,000	(60,000)
27-Apr	Stein	00BA_PA_CFS_01	Heroin / Opiate sobering center and subacute program at Hooper Detox		300,000	(300,000)
14-May	CFS	00BA_PA_CFS_03	Transfers \$30,000 in General Fund from the Director's Office to CPP Division for the Youth Employment & Empowerment program.	0.00	0	0
14-May	CFS	00BA_PA_CFS_05	Increases contracted services in the Developmental Disabilities Services Division by \$28,603 by shifting funding from HUD Horizon's Special Needs Grant.	0.00	658	0
21-May	Stein	00BA_PA_CFS_06	A&D Free Housing		120,000	(120,000)
14-May	CFS	00BA_PA_CFS_07	Transfers revenue/programs from CCFC to CFS for Buckman Community Partnership/Portland Impact and the Portland Public Schools Parent Involvement Projects.	0.00	123,018	0
14-May	CFS	00BA_PA_CFS_08	Adjusts the budget for A&D related services to reflect changes in program staffing and funding sources.	(0.50)	0	0
14-May	CFS	00BA_PA_CFS_09	For the Behavioral Health Division, increases FTE by 0.20, recognizes \$75,000 of State Mental Health carryover, and corrects transfer from Health of Binnsmead Middle School mental health consultant position.	0.20	29,119	0
14-May	CFS	00BA_PA_CFS_10	Adjusts the budget for the Behavioral Health Division to provide supervision for protective & residential case management.	0.75	0	0
14-May	CFS	00BA_PA_CFS_11	Increases the budget for the Behavioral Health Division by recognizing \$2,207,854 in revenue for increased pass through, staffing, and material & services.	1.00	2,241,490	0
21-May	CFS	00BA_PA_CFS_12	Reallocates General Fund from the Director's Office pass through to partially restore an Office Assistant Senior position.	0.25	1,256	0
28-May	CFS	00BA_PA_CFS_13	Moves \$25,000 of General Fund from CPP Division Management to the Family Center System for Lutheran Family Services.	0.00	0	0
2-Jun	CFS	00BA_PA_CFS_14	One-time-only reappropriation of \$125,000 of CGF for system development to support the Combined RFP (replacement of CAIS & INFOS data systems).	0.00	137,550	0
2-Jun	CFS	00BA_PA_CFS_15	Carries over \$142,207 of Mental Health/Target Cities funding to fund staff, materials, and IT professional services.	1.62	142,207	12,975
2-Jun	Linn	00BA_PA_CFS_16	Add \$30,000 to support YWCA outreach/tutoring program (Learning Links) to leverage matching funds from Portland Public Schools and State Adult and Family Services Division. (Funded w/ OTO CFS internal savings.)	0.00	30,000	0
21-May	CFS	00BA_PA_CFS_17	Provides \$375,000 of General Fund for Homeless Youth on a one-time-only basis.	0.00	375,000	0
7-Jun	Naito	00BA_PA_CFS_18	Add \$35,000 for Brentwood Darlington for operating expenses (OTO based on \$15K additional CFS General Fund carryover & \$20K GF).	0.00	35,000	(20,000)
10-Jun	Linn	00BA_PA_CFS_19	Add DD case manager focussing on developmentally disabled parents	1.00	62,043	(56,382)
22-Jun	Kelley	00BA_PA_CFS_20	Add funding for housing stabilization for mental ill. (\$172,000 General Fund; \$50,000 CFS Savings)		222,000	(172,000)
7-Jun	Cruz	00BA_PA_Cont_01	Reserve \$500,000 in Contingency for health related programs	0.00	0	500,000
7-Jun	Cruz	00BA_PA_Cont_02	Reserve \$78,000 in Contingency for behavioral health services	0.00	0	78,000
21-May	Stein	00BA_PA_DA_01	District Attorney's Priorities (per 5/18 Public Safety Memo) including \$100K in Forfeiture revenue	2.00	111,211	(33,661)
21-May	Stein	00BA_PA_DCJ_23	Local Control PO	1.00	63,000	(63,000)

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
21-May	Stein	00BA_PA_DCJ_24	Safety Officer	1.00	63,000	(63,000)
21-May	Stein	00BA_PA_DCJ_25	Administrative Support	1.00	50,000	(50,000)
4-Jun	DCJ	00BA_PA_DCJ_26	Carries over \$2,208,275 for: \$1,011,067 renovation for Multnomah Bldg; \$400,000 in General Fund contingency for Mead mitigation; \$797,028 for Juvenile programs.	11.00	0	400,000
22-Jun	Stein	00BA_PA_DCJ_30	Cuts \$183,000 from Marion/Yamhill A&D tx bed contracts (public safety levy).	0.00	(183,000)	183,000
10-May	DES	00BA_PA_DES_02	A&T Cartographers, funded in part by COLA reduction and computer related personnel.	0.55	1,160	(1,533)
10-May	DES	00BA_PA_DES_08	Addition of survey work crew, \$178k, funded by Land Corner Preservation Fund. Transportation.	3.00	494,026	17,682
18-May	Kelley	00BA_PA_DES_09	Code enforcement \$58,930 (on flex hours)	1.00	67,319	(58,930)
10-May	DES	00BA_PA_DES_10 Revised & Replaced by 00BA_PA_DES_24	Adds 1.00 Construction Project Technician (\$65,012) from Capital Improvement Fund Contingency to support construction projects. Revenue comes from funds 230,235,240 rebudgeting 'buildings' to 'service reimbursement to facilities'.	0.00	0	0
10-May	DES	00BA_PA_DES_11 Revised & Replaced by 00BA_PA_DES_24	Adds 1.00 Facilities Services Coordinator (71,347) to service the Multnomah Building.	0.00	0	0
10-May	DES	00BA_PA_DES_12	Reclassifies 2 OA 2's to 2 FTE Maintenance Dispatch/Schedulers, and adds 4 FTE HVAC engineers. Funded by reallocating temporary, and repair and maintenance funds.	4.00	24,568	0
10-May	DES	00BA_PA_DES_13 Revised & Replaced by 00BA_PA_DES_24	Adds HVAC engineer, Facilities Maintenance Worker, Carpenter (\$185,647) funded by revenue from Multnomah Building parking facility. [DES 24]	0.00	0	0
10-May	DES	00BA_PA_DES_14 NOT PROCESSED which results in funds remaining in contingency	Reclassifies OA 2 to Fiscal Assistant Sr., and adds 1.00 Fiscal Assistant and 1.00 Warehouse Worker from Facilities Fund contingency (98,800). Revised by 00BA_PA_DES_24	0.00	0	0
10-May	DES	00BA_PA_DES_15	Land Use Planning underr FEMA and endangered species OTO \$75k, approved by Board and Chair, but not budgetarily implemented.	0.00	75,000	(75,000)
28-May	Budget	00BA_PA_DES_19	Changes Facilities Capital. New funding for Blanchard \$4,600,000, Santanas \$1,100,000, River Patrol \$300,000, maintenance on Mead and Multnomah \$6,484,025, East County \$1,350,000, IES \$8 million. Reduction to Library COP to \$4.4 million. Carries over \$1,000,000 for Multnomah Building Capital.	0.00	3,157,266	0
3-Jun	DES	00BA_PA_DES_22	Adds Management Assistant to DES Admin due to increased workload with IES implementation, strategic planning, budgeting, funded by a reduction in professional services.	1.00	0	0
18-May	Naito	00BA_PA_DES_23	Johnson Creek Watershed Council, \$15,000		15,000	(15,000)
24-Jun		00BA_PA_DES_24 Revised & Replaces 00BA_PA_DES_10, 00BA_PA_DES_11, 00BA_PA_DES_14 (00BA_PA_DES_14 will not be processed)	Revises and Replaces 00BA_PA_DES 10, 11, 13. Moves appropriation for staff changes to Facilities Fund contingency. This amendment implements Commissioner Naito's amendment to review Facilities operations and staffing plans. Also included in Commissioner Naito's amendment is 00BA_PA_DES_14 which requests additional FTE's to be funded from contingency. This amendment will not be processed, where the funds will remain in contingency pending further Board action on review of DES.			
27-Apr	Stein	00BA_PA_DSS_01	Decision Support System – 3/4 funding	3.00	66,472	(276,472)
7-Jun	Stein	00BA_PA_DSS_02	Transfer \$50,000 from Auditor to Evaluation Unit for partnership with PSU, including preparation of an inventory of mental health resources.	0.00	0	0

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
4-Jun	DSS	00BA_PA_DSS_18	Add a Telecommunications Specialist as a result of increased workload related to various relocations - from Telephone Fund contingency	1.00	51,010	0
11-May	Kelley	00BA_PA_HD_01	Hepatitis C outreach and prevention.	1.70	122,929	(99,167)
11-May	Linn	00BA_PA_HD_02	\$125k in coalition clinics for data systems development for Community health clinics, funded one-time with beginning working capital.	0.00	125,000	0
27-Apr	Stein/Cruz	00BA_PA_MCSO_01	Mental Health program in jail. Adds 5.46 Corrections Deputies and 1.00 Corrections Counselor	6.46	528,957	(528,957)
27-Apr	Stein	00BA_PA_MCSO_02	Restore funding for transition beds at MCRC increasing operational capacity from 120 to 160 beds.	11.10	766,000	(766,000)
17-May	MCSO	00BA_PA_MCSO_03	Cuts funds from Supplies in the Admin. Services Division to fund 2.00 Network Specialist and OA2 bring staffing up to acceptable levels as a result of the overall growth in the agency and in the number of PC's	3.00	0	0
27-Apr	Stein	00BA_PA_MCSO_05	Add's Sheriff's portion of Video Teleconferencing and add's 1.30 Facility Security Officers	1.30	138,546	(138,546)
7-Jun	Stein	00BA_PA_MCSO_07	Transfer Close Street lease appropriation to Contingency pending Board decision about Santana's purchase	0.00	(105,000)	105,000
28-Apr	Kelley	00BA_PA_ND_01	Auditor - Additional auditor	1.00	72,592	(72,592)
28-Apr	Cruz	00BA_PA_ND_02	West Law subscription to County Counsel		7,200	0
28-Apr	Cruz	00BA_PA_ND_03	County Counsel - Capacity for reclassification in County Counsel office		7,500	0
28-Apr	Cruz	00BA_PA_ND_04	County Counsel - Part time to offset costs now charged directly to cases		50,000	0
8-Jun	Stein	00BA_PA_ND_11	Adds \$22,300 to office of County Counsel for training and software	0.00	22,300	0
14-May	CFS	00BA_RA_CFS_01	Increases revenue for the Domestic Violence Coordinator to reflect the proposed City of Portland Omnibus Revenue Agreement.	0.00	1,426	0
16-Jun	Budget	00BA_RA_CFS_02	Increases interest revenue for Fund 395, the Behavioral Health Managed Care Fund.	0.00	75,000	0
17-May	DA	00BA_RA_DA_05	Reduce Local Law Enforcement Block Grant (LLEBG)	(0.43)	(18,300)	0
17-May	DA	00BA_RA_DA_06	Reduce Violence Against Women Act (VAWA) Grant	(0.25)	(10,253)	0
17-May	DA	00BA_RA_DA_07	Reduce Victims of Crime Act (VOCA) Grant	(1.80)	(59,981)	0
13-May	DCJ	00BA_RA_DCJ_09	Adds additional federal Weed & Seed revenue for assorted Juvenile program contracts and work crew expenses in Adult Forest Camp.	0.15	149,427	1,714
14-May	DCJ	00BA_RA_DCJ_21	Increases City revenue to the Juvenile Payback Program	0.00	10,000	70
10-May	DES	00BA_RA_DES_01	Increases A&T Appraisal Supplement revenue by \$150k. Used for A&T computer system.	0.00	150,000	6,336
10-May	DES	00BA_RA_DES_07	Increases State Motor Vehicle Sharing revenue by \$2.54 million due to revised estimates from AOC. \$1.6 m to Portland, remainder to Bridge, Bike funds, and transportation projects.	0.00	2,271,234	17,134
14-May	HD	00BA_RA_HD_01	Medicaid revenue to school clinics, funds a nurse.	0.82	47,490	0
14-May	HD	00BA_RA_HD_02	Primary care grant dollars for dental care network development.		64,500	445
14-May	HD	00BA_RA_HD_03	Statewide tobacco evaluation grant and sexual assault project revenues.	1.45	116,675	2,314
14-May	HD	00BA_RA_HD_04	Great Start contract revenue to east field team.	0.20	19,553	471
14-May	HD	00BA_RA_HD_05	Additional WIC grant.	0.00	24,088	447
14-May	HD	00BA_RA_HD_06	Carries over TB skin test grant revenue.	0.00	3,464	312
14-May	HD	00BA_RA_HD_07	Statewide school based grant to school based budget.	0.00	2,713	236
14-May	HD	00BA_RA_HD_08	Adds to family support preservation grant. Child abuse prevention, eg. Respite care, nursery, parenting education, etc.	0.00	150,050	275
14-May	HD	00BA_RA_HD_10	Reduces HIV prevention revenue, and moves budget from pass-through to permanent.	0.85	(38,982)	3,943
14-May	HD	00BA_RA_HD_11	Linkage grant carryover.	0.15	20,951	2,400

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
17-May	Library	00BA_RA_LIB_02	Adds \$212,958 from the Library Foundation for Summer reading, PGE / Enron grant programs, children's author program, chamber music at Central, adult programs at Central, and other programs	0.00	228,516	15,359
17-May	MCSO	00BA_RA_MCSO_01	Reduce Port of Portland Revenue from \$24,000 to \$14,000 to correspond with the anticipated level of use identified by the Port. This revenue offsets River Patrol expenditures	0.00	(10,000)	0
17-May	MCSO	00BA_RA_MCSO_02	Appropriates revenues/expenditures associated w/\$162,000 from City Portland for OT associated with the booking procedure.	0.00	0	0
17-May	MCSO	00BA_RA_MCSO_07	Reduces the revenues budgeted for Wood Village (by approximately 50%) for law enforcement services	0.00	(72,485)	(72,485)
17-May	MCSO	00BA_RA_MCSO_11	Appropriates revenues/expenditures associated w/\$6,000 from OSA Seat Belt grant for OT	0.00	6,000	753
17-May	MCSO	00BA_RA_MCSO_12	Appropriates revenues/expenditures associated w/\$15,000 from OSA DUI grant for OT	0.00	15,000	1,883
17-May	MCSO	00BA_RA_MCSO_13	Appropriates revenues/expenditures associated w/\$13,129 for COP's More grant for OT	0.00	13,129	1,648
17-May	MCSO	00BA_RA_MCSO_14	Appropriates revenues/expenditures associated w/\$25,000 for Youth Gun Anti-Violence grant for OT	0.00	25,000	3,138
27-Apr	Stein	00BA_RA_Rev_01	Additional State DOC administrative Revenue (public safety levy)			2,243,063
17-May	Budget	00BA_RA_REV_04	Add Interest revenue to funds as recommended by TSCC	0.00	1,750,000	0
7-Jun	Linn	00BA_RA_REV_06	Carry over \$100,000 of unspent General Fund supplement to schools	0.00	0	100,000
13-May	ADS	00BA_SA_ADS_01	Decreases Office Assistant Senior by 0.50 and increase Information Specialist by 0.50 for Central Admin.	0.00	0	0
14-May	CFS	00BA_SA_CFS_01	Adjusts the Approved budget to reflect position reclassifications.	0.00	5,962	0
17-May	DA	00BA_SA_DA_03	Convert an OA Senior to a Support Enforcement Agent	0.00	0	0
17-May	DA	00BA_SA_DA_04	Restores Legal Intern positions inadvertently omitted from budget request - to be funded from salary savings	2.00	0	0
13-May	DCJ	00BA_SA_DCJ_10	Transfers 3 positions between program units in Juvenile Justice.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_11	Transfers temp and overtime for Juvenile Forest Camp from one division to another.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_12	Reclassifies one OA Sr. to 1 Word Processing Operator in Family Court	0.00	(8,317)	(410)
13-May	DCJ	00BA_SA_DCJ_16	Transfers one Parole Officer between district offices.	0.00	0	0
13-May	DCJ	00BA_SA_DCJ_20	Corrects JCN number	0.00	0	0
17-May	DSS	00BA_SA_DSS_13	Reclassification of a Position in Employee Services	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_15	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
4-Jun	DSS	00BA_SA_DSS_16	Correct position classification in Information Services budget	0.00	0	0
14-May	HD	00BA_SA_HD_01	Changes job classes in corrections health.	0.60	0	0
14-May	HD	00BA_SA_HD_03	Shifts funds from temporary to permanent positions in Westside Primary Clinic.	0.30	0	0
14-May	HD	00BA_SA_HD_04	Changes FTEs in job classes in Breast & Cervical Cancer grant.	0.10	(357)	0
14-May	HD	00BA_SA_HD_05	Business Services adds Office Assistant 2, other changes.	1.00	(29,006)	0
14-May	HD	00BA_SA_HD_08	Eligibility outreach FTE changes.	(0.20)	(1,295)	0
14-May	HD	00BA_SA_HD_12	Corrects FTE in Disease Control.	0.00	0	0
14-May	HD	00BA_SA_HD_13	FTE changes in HIV Clinic.	0.00	1,971	0
21-May	HD	00BA_SA_HD_15	JCN changes in STD, funded by reducing temporary	0.10	1,214	0
21-May	HD	00BA_SA_HD_17	JCN changes in Corrections Health	(0.30)	(366)	0
17-May	MCSO	00BA_SA_MCSO_04	Reclassifies 5 Computer Positions to reflect recommendations in IT Study	0.00	0	0
17-May	MCSO	00BA_SA_MCSO_10	Reclassifies Background Invest. To Recruitment Spec; Admin. Analysts to Sr. Admin. Analyst; Equip Prop Tech to Equip Prop Coordin.; Deputy to Sergeant funded with a cut to supplies.	0.00	0	0

Attachment A -- List of All Amendments

Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
14-May	CFS	00BA_TA_CFS_01	Adjusts contracted services in BH Division to reflect changes in the intergovernmental agreement with the State Mental Health & Developmental Disabilities Services Division. (Payments will no longer flow through the County.)	0.00	(1,683,117)	0
14-May	CFS	00BA_TA_CFS_02	Corrects \$100,000 CSBG allocated as pass through for CCFC but that should be directly budgeted to CCFC.	0.00	(100,700)	0
14-May	CFS	00BA_TA_CFS_03	Adjusts the Behavioral Health Division mental health pass through expenditures in Funds 156 & 395.	0.00	(10,749)	0
17-May	DA	00BA_TA_DA_08	Change position titles to reflect reclassifications which occurred in FY 98-99.	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_08	Moves Juvenile Day Reporting Center into new org 2764	0.00	0	0
14-May	DCJ	00BA_TA_DCJ_14	Restores Counseling Division's flex fund with rent revenue from Resolutions Northwest	0.00	35,000	0
14-May	DCJ	00BA_TA_DCJ_15	Adjusts various Adult Justice program budgets to correct original budget submission.	0.00	0	7,067
17-May	DCJ	00BA_TA_DCJ_17	Deletes 0.5 FTE Corrections Counselor and adds contracted services in African -American Program	(0.50)	0	0
17-May	DCJ	00BA_TA_DCJ_18	Various salary and premium pay corrections in Sanctions & Services	0.00	0	0
17-May	DCJ	00BA_TA_DCJ_19	Deletes software maintenance contract and increases premium pay in Learning Center	0.00	0	0
13-May	DCJ	00BA_TA_DCJ_22	Moves STOP Drug Diversion from Fund 100 to Fund 156. Removes fee revenue that was double-budgeted.	0.00	(120,000)	(120,000)
7-Jun	DCJ	00BA_TA_DCJ_28	Transfers \$204,000 from CFS to DCJ for STOP Drug Diversion program. No net change in program.	0.00	0	0
10-May	DES	00BA_TA_DES_06	Adjusts fleet and distribution funds to reflect balancing of revenues and expenditures. Funds were originally budgeted to cover service reimbursements that could have resulted in exceeding the 10% limit on fund increases. Moves funds to contingency and unappropriated.	0.00	(2,797,155)	0
10-May	DES	00BA_TA_DES_16	Shifts costs from Nond Court Records Space in Ford Building to FREDS.	0.00	0	0
10-May	DES	00BA_TA_DES_17	Reconciles expenditures with revenue in Fleet.	0.00	(600)	0
21-May	Budget	00BA_TA_DES_18	Reconciles service reimbursement in road fund	0.00	0	0
17-May	DSS	00BA_TA_DSS_06	Adjust DP Fund budget where transactions caused negative appropriations	0.00	0	0
17-May	DSS	00BA_TA_DSS_12	Authorize Issuance of COPs to Purchase Tape Drive (in FY 98-99 Budget but Not Issued)	0.00	720,000	0
17-May	Budget	00BA_TA_DSS_14	Move Flat Fee expenditures to newly established org codes	0.00	0	0
4-Jun	DSS	00BA_TA_DSS_19	Reorganization of management functions and positions in the Information Services Division	0.00	0	0
4-Jun	Budget	00BA_TA_DSS_20	Balance Other Internal service reimbursement between Capital Asset Acquisition Fund and DP Fund	0.00	0	0
29-May	Budget	00BA_TA_DSS_21	Makes appropriations for ONA, CO, Deputy Sheriff, Electricians, Op. Engineer, and Painters wage settlements. Frees up \$412,000 in General Fund Contingency even though Contingency is reduced	0.00	2,752,184	(1,135,683)
14-May	HD	00BA_TA_HD_02	Disease Control job class and other changes.	0.50	(1,034)	0
14-May	HD	00BA_TA_HD_07	Job class changes in La Clinica, and change from equipment to supplies.	0.00	0	0
14-May	HD	00BA_TA_HD_09	FTE reduction in healthy start initiative, increase in Pass Through.	(0.53)	(3,104)	(3,424)
21-May	Budget	00BA_TA_HD_14	Corrects revenue code in Health	0.00	(39,030)	0
21-May	HD	00BA_TA_HD_16	Moves funds from rental to Other Internal in Parkrose to fund 245, to repay \$225,000 borrowed for the clinic space.	0.00	0	0
17-May	MCSO	00BA_TA_MCSO_09	Transfers funds between units to correct or refine line items in budget	0.00	0	0
17-May	Nond	00BA_TA_ND_05	Changes Hooper Detox's rent payment from a service reimbursement to Facilities to a cash transfer.	0.00	0	0

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Date	Proposed by	Am. Number	Amendment	FTE	Total Net Change	Increases / (Reduces) GF contingency
3-Jun	Budget	00BA_TA_ND_08	Reduces General Fund support to ESD for transition schools because the appropriation is also included in DCJ SAI budget.	0.00	(200,000)	200,000
14-Jun	Budget	00BA_TA_ND_13	Moves \$496,414 from Contingency to Unappropriated Balance in Revenue Bond Sinking Fund per TSCC recommendation	0.00	0	0

(225,450)

Attachment B
Appropriations Schedule
Multnomah County, Oregon
Fiscal Year July 1, 1999 to June 30, 2000

GENERAL FUND (100)

<i>Aging and Disability</i>		2,183,644
<i>Health</i>		13,401,215
<i>Community Justice</i>		32,745,012
<i>District Attorney</i>		13,866,907
<i>Sheriff</i>		49,752,349
<i>Environmental</i>		11,093,598
<i>Nondepartmental</i>		13,878,618
<i>Support</i>		12,018,034
All Agencies		148,939,377
<i>Cash Transfers</i>	Recreation Fund	10,300
	Federal/State Fund	71,315,967
	County School Fund	1,500,000
	Library Levy Fund	15,743,828
	Public Safety Levy Fund	33,028,088
	Assessment & Taxation Fund	7,585,327
	Justice Services Ops Fund	228,550
	Lease Purchase Project Fund	1,011,067
	Capital Improvement Fund	1,207,343
	Beh Health Managed Care Fd	979,631
	Data Processing Fund	1,058,152
	Facilities Management Fund	883,357
Total Cash Transfers		134,551,610
Contingency		3,464,758
Total Appropriation		286,955,745

STRATEGIC INVESTMENT PROGRAM FUND (140)

<i>Nondepartmental</i>		2,266,036
Total Appropriation		2,266,036

ROAD FUND (150)

<i>Environmental</i>		42,256,316
All Agencies		42,256,316
<i>Cash Transfers</i>	Bicycle Path Construction Fund	61,278
	Willamette River Bridges Fund	3,529,961
Total Cash Transfers		3,591,239
Contingency		431,063
Total Appropriation		46,278,618

EMERGENCY COMMUNICATIONS FUND (151)

<i>Sheriff</i>		157,040
Total Appropriation		157,040

BICYCLE PATH CONSTRUCTION FUND (154)

<i>Environmental</i>		192,524
Total Appropriation		192,524

Attachment B
Appropriations Schedule
 Multnomah County, Oregon
 Fiscal Year July 1, 1999 to June 30, 2000

RECREATION FUND (155)

<i>Environmental</i>	216,304
Total Appropriation	216,304

FEDERAL STATE FUND (156)

<i>Community and Family</i>	114,142,867
<i>Aging and Disability</i>	28,730,322
<i>Health</i>	68,261,128
<i>Community Justice</i>	25,571,927
<i>District Attorney</i>	4,183,623
<i>Sheriff</i>	1,951,004
<i>Environmental</i>	116,613
<i>Nondepartmental</i>	2,994,946
<i>Support</i>	1,376,722
<i>All Agencies</i>	<i>247,329,152</i>
Total Appropriation	247,329,152

COUNTY SCHOOL FUND (157)

<i>Nondepartmental</i>	1,724,500
Total Appropriation	1,724,500

TAX TITLE FUND (158)

<i>Environmental</i>	700,000
Total Appropriation	700,000

ANIMAL CONTROL FUND (159)

<i>Cash Transfers General Fund</i>	1,824,321
Total Appropriation	1,824,321

WILLAMETTE RIVER BRIDGES FUND (161)

<i>Environmental</i>	4,751,440
<i>Contingency</i>	115,281
Total Appropriation	4,866,721

LIBRARY SERIAL LEVY FUND (162)

<i>Library</i>	38,706,228
<i>Contingency</i>	2,165,799
Total Appropriation	40,872,027

SPECIAL EXCISE TAXES FUND (166)

<i>Nondepartmental</i>	16,353,696
Total Appropriation	16,353,696

LAND CORNER PRESERVATION FUND (167)

<i>Environmental</i>	731,083
<i>Contingency</i>	1,761,010
Total Appropriation	2,492,093

Attachment B
Appropriations Schedule
Multnomah County, Oregon
Fiscal Year July 1, 1999 to June 30, 2000

INMATE WELFARE FUND (168)

Community Justice		45,411
Sheriff		1,676,928
<i>All Agencies</i>		<i>1,722,339</i>
Total Appropriation		1,722,339

PUBLIC SAFETY LEVY FUND (169)

Health		5,372,344
Community Justice		8,941,248
Sheriff		41,450,262
<i>All Agencies</i>		<i>55,763,854</i>
<i>Contingency</i>		<i>7,011,512</i>
Total Appropriation		62,775,366

ASSESSMENT & TAXATION FUND (175)

Environmental		10,787,388
Total Appropriation		10,787,388

JUSTICE SERVICES SPECIAL OPERATIONS (180)

Community Justice		754,796
District Attorney		993,816
Sheriff		2,413,839
<i>All Agencies</i>		<i>4,162,451</i>
<i>Contingency</i>		<i>9,382</i>
Total Appropriation		4,171,833

REVENUE BOND SINKING FUND (224)

Nondepartmental		133,995
Total Appropriation		133,995

CAPITAL LEASE RETIREMENT FUND (225)

Nondepartmental		10,169,544
Total Appropriation		10,169,544

GENERAL OBLIGATION BOND SINKING FUND (226)

Nondepartmental		14,523,030
Total Appropriation		14,523,030

JUSTICE BOND PROJECT FUND (230)

Environmental		50,645,000
Support		2,816,000
<i>All Agencies</i>		<i>53,461,000</i>
Cash Transfers	General Fund	592,000
Total Appropriation		54,053,000

REVENUE BOND PROJECT FUND (231)

Environmental		5,540,000
Total Appropriation		5,540,000

Attachment B
Appropriations Schedule
 Multnomah County, Oregon
 Fiscal Year July 1, 1999 to June 30, 2000

SB 1145 CONSTRUCTION FUND (232)

<i>Environmental</i>		21,200,000
Total Appropriation		21,200,000

EQUIPMENT LEASE/PURCHASE FUND (234)

<i>Nondepartmental</i>		175,000
Total Appropriation		175,000

LEASE/PURCHASE PROJECT FUND (235)

<i>Environmental</i>		49,748,333
<i>Support</i>		8,000,000
	<i>All Agencies</i>	57,748,333
Total Appropriation		57,748,333

LIBRARY CONSTRUCTION FUND 1993 (236)

<i>Environmental</i>		50,000
Total Appropriation		50,000

LIBRARY CONSTRUCTION FUND 1996 (237)

<i>Environmental</i>		22,900,000
<i>Library</i>		3,210,974
	<i>All Agencies</i>	26,110,974
	<i>Contingency</i>	1,338
Total Appropriation		26,112,312

CAPITAL IMPROVEMENT FUND (240)

<i>Environmental</i>		13,705,944
Total Appropriation		13,705,944

CAPITAL ACQUISITION FUND (245)

<i>Support</i>		3,444,980
<i>Nondepartmental</i>		260,000
	<i>All Agencies</i>	3,704,980
	<i>Contingency</i>	11,503
Total Appropriation		3,716,483

BEHAVIORAL HEALTH MANAGED CARE FUND (395)

<i>Community and Family</i>		27,214,517
	<i>Contingency</i>	178,431
Total Appropriation		27,392,948

RISK MANAGEMENT FUND (400)

<i>Nondepartmental</i>		1,840,357
<i>Support</i>		30,497,396
	<i>All Agencies</i>	32,337,753
	<i>Contingency</i>	9,573,378
Total Appropriation		41,911,131

Attachment B
Appropriations Schedule
Multnomah County, Oregon
Fiscal Year July 1, 1999 to June 30, 2000

FLEET FUND (401)

<i>Environmental</i>	6,115,441
<i>Contingency</i>	980,795
Total Appropriation	7,096,236

TELEPHONE FUND (402)

<i>Support</i>	4,893,842
<i>Contingency</i>	104,025
Total Appropriation	4,997,867

DATA PROCESSING FUND (403)

<i>Support</i>	11,774,272
<i>Cash Transfers</i> Federal/State Fund	100,000
<i>Contingency</i>	340,221
Total Appropriation	12,214,493

MAIL DISTRIBUTION FUND (404)

<i>Environmental</i>	1,562,102
<i>Contingency</i>	48,520
Total Appropriation	1,610,622

FACILITIES MANAGEMENT FUND (410)

<i>Environmental</i>	32,225,673
<i>Cash Transfers</i> Capital Improvement Fund	4,517,887
<i>Contingency</i>	691,344
Total Appropriation	37,434,904

ATTACHMENT C

The Board makes the following responses to the objections and recommendations of the Tax Supervising and Conservation Commission contained in the letter certifying the 1998-99 County budget.

Objection:

1. *Interest Income Estimates – Fund budgets need to be adjusted to include estimated interest earnings before adoption.*

The Board amends the Revenue Bond Sinking Fund, Justice Bond Project Fund, Library Construction Funds to include interest revenue.

2. *Contingency in a Non-Operating Fund – The Revenue Bond Sinking Fund is a Debt Service Fund and is therefore a non-operating fund, and may not have a Contingency account.*

The Board amends the Revenue Bond Sinking Fund to hold aside resources not needed to pay debt service interest and principal in the unappropriated balance of the fund.

Recommendations

Fund Over Expenditures – The Emergency Communication Fund, the Inmate Welfare Fund, and the Behavioral Health Managed Care Fund were over expended in Fiscal Year 1997-98.

Budget modifications are expected to prevent such over expenditure in 1998-99. Note that the problem with the Emergency Communication Fund involved a pass through of revenue to the Portland Bureau of Emergency Communications. Such a pass-through is difficult to deal with under current budget law and other statutes – the revenue is required to be paid out, but the mechanism of a supplemental budget cannot always be used in a timely way to increase appropriations prior to the end of a fiscal year if revenues exceed budgetary estimates. State legislation awaiting the Governor's signature will make compliance easier by removing the supplemental budget requirement when revenues received by one government must be paid to another.

Monitoring of the Behavioral Health Managed Care Fund has resulted in an amendment to the 1999-2000 budget that increases estimated receipts to reflect increased numbers of clients and the consequent increase in revenue and expenditure.



**Tax Supervising
& Conservation
Commission**

724 Mead Building
421 S.W. Fifth Avenue
Portland, Oregon
97204-2189

TELEPHONE (503) 248-3054
FAX (503) 248-3053

E-Mail
TSCC@co.multnomah.or.us

Web Site
www.multnomah.lib.or.us/tsccl

May 25, 1999

Board of County Commissioners
Multnomah County
1515 Portland Building
Portland, Oregon 97204

STAFF OF
COUNTY COMMISSIONERS

99 JUN 1 AM 11:12

MULTNOMAH COUNTY
OREGON

Dear Board Members:

The Tax Supervising and Conservation Commission met on May 25, 1999, to review, discuss and conduct a public hearing on the Multnomah County 1999-00 Annual Budget. This hearing was conducted pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support the efficient and economical administration of the district.

The 1999-00 budget, filed April 27, 1999, is hereby certified by majority vote of members of the Commission with the following objections and recommendations. Aside from the specific objections and recommendation noted, estimates were judged to be reasonable for the purposes shown and the document was found to be in substantial compliance with the law.

Objections:

1. Interest Income Estimates

Interest income was inadvertently not budgeted within the following funds: Revenue Bond Sinking Fund, Justice Bond Project Fund, Library Construction Fund 236, and the Library Construction Fund 237. All of these funds carry balances and as a result interest earnings will likely accrue. The fund budgets need to be adjusted to include estimated interest earnings before adoption.

2. Contingency in a Non-Operating Fund

A contingency may not be placed in any non-operating fund. The Revenue Bond Sinking Fund is a Debt Service Fund and therefore a non-operating fund. The fund should be adjusted so that an amount to be reasonably anticipated is budgeted as debt service interest and principal payments. Any amount that is to be paid in addition to the amount budgeted that was not anticipated can be made without supplemental budget (ORS 294.483(2)(c)).

Recommendation:

Fund Over Expenditures

As noted on page 43 of Multnomah County's Comprehensive Annual Financial Report, three funds; the Emergency Communication Fund, the Inmate Welfare Fund, and Behavioral Health Managed Care Fund were over expended in Fiscal Year 1997-98. We recommend that expenditures be more closely monitored during the year and any necessary adjustments be made before appropriations are exceeded.

Commissioners
Richard Anderson
Nancy Conrath
Anthony Jankans
Charles Rosenthal
Carol Samuels

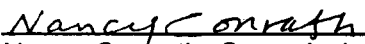
Budget estimates and levy amounts certified are identified on the attached schedule. Please file a copy of the adopted budget and supporting documentation with the Commission within 15 days of adoption. The filing should include all budget detail sheets, LB-50, proof of publication of the notice of the public hearing, and the resolutions. Responses to Commission objections and recommendation should be included in either the adopting resolution, or within an accompanying letter.

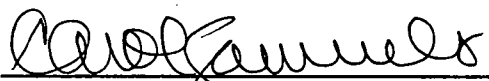
Thanks again to staff for their efforts and assistance.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION


Richard Anderson, Commissioner


Nancy Conrath, Commissioner


Carol Samuels, Commissioner

Attachment D – Board Budget Notes

Behavioral Health Chair Stein will appoint a Behavioral Health Work Group in collaboration with the Department of Community and Family Services and the Evaluation Unit of the Budget Office.

Blanchard Building The County is negotiating to purchase 40,000 square feet of space in the Blanchard Building for use by Facilities Management and Central Stores. The County will vacate or reuse the Ford Building and will open discussions about possible service consolidations with the School District.

Certificates of Participation The Directors of Support Services and Environmental Services will schedule a Board briefing to discuss the projects to be included on the County's next certificate of participation. In addition to Santana's, the Board needs to decide the status of the new River Patrol Office, which the Sheriff is planning in conjunction with the Oregon State Marine Board and the Port of Portland.

Child Assessment Center Commissioner Kelley will organize a briefing this summer on the status of the Child Assessment Center, including construction and operating fund options.

Contingency Requests In addition to requests that meet normal criteria for transfer, the Board will consider requests for transfers from the General Fund Contingency account during 1999-2000 for the following purposes. Many of these topics are addressed in other Board budget notes as well:

- Development of a partnership approach to "school to work" programs
- Early childhood system improvements
- High priority health services
- High priority behavioral health services
- Hispanic retention efforts in high schools
- Mead Building operations and mitigation following relocation of Adult Probation West services
- Payment for office space (Santana's or equivalent Records space)
- Information and Referral consolidation with Portland
- Inverness Drug and Alcohol Program
- Student bus pass program (SPIRIT)

Decision Support System The Board has provided approximately 75% of the ongoing funding for the public safety Decision Support System, which benefits County and non-County systems. The District Attorney and Chair will provide Executive Sponsorship on the Decision Support System project. They will work with the Local Public Safety Coordinating Council, the Director of Support Services, and the Chief Information Officer to develop a plan for the Board to provide ongoing funding for the system.

Domestic Violence The Board is interested in improving County services to prevent and intervene effectively in domestic violence issues. Inclusion of expanded services on the public safety levy is a possibility. The Board requests that Domestic Violence Coordinator will convene a planning body of cross departmental staff to report to the

Attachment D – Board Budget Notes

Board on the most effective next steps for county governments to take in addressing this issue. Preliminary recommendations should come to the Board by October 1, 1999.

Early Childhood Commissioner Naito will organize policy discussions this fall to discuss the draft plan of the Task Force on Early Childhood concerning improvements in the early childhood service system. Included in this discussion will be a plan of how to spend potential additional State money and how to place early childhood services on the public safety levy in 2000. The Board will consider contingency funding for \$100,000 of early childhood system improvements as part of that discussion.

Facilities In adopting the 1999-2000 budget, the Board deferred making a decision on four amendments requesting additional staff for the Facilities Management division. The Board intends to consider those requests as part of a discussion about the total County's building inventory, operating costs, construction plans, and revenues. The Board requests information about the impact of the additional staff on service reimbursement costs to County programs and about whether the work of the proposed staff is of short enough duration that temporary employees are a preferable way to address it. This discussion will include transferring appropriations to account for the series of moves triggered by the purchase of the Multnomah Building. It will also include the appropriate management structure for the Facilities Management division.

Hispanic Retention CFS is shifting the Hispanic retention effort from high schools to middle schools. Resources will be eliminated from grades 10 through 12 in order to target the more vulnerable middle school population. The County is concerned, however about the effect in the high schools and would be willing to consider a contingency request to support the high schools if the need for County funds is demonstrated.

Latino Services The Board is interested in exploring the best methods to provide services to Latino residents in Multnomah County. Resources for a consultant are included in Community and Family Services budget to explore the best service approaches, including whether a Latino Service Center or more decentralized service approach is recommended.

Information and Referral Commissioner Linn will arrange a briefing of the Board on the status and financial obligations incurred in the adoption of a joint City of Portland / Multnomah County information and referral service, estimated to begin operation this fall. The Board will consider additional ongoing or one time funding requests that may emerge from that planning process from the 1999-2000 Contingency.

Information on Tax Bill The Board requests a report from Environmental Services, and particularly the Division of Assessment and Taxation, about how to include information on the property tax bill about what tax dollars buy.

Information Technology The Board notes that in adopting the 1999-2000 budget there were many amendments of substantial amounts relating to the purchase of information technology equipment and systems, including the purchase and installation of an

Attachment D – Board Budget Notes

Integrated Enterprise System. The Board requests a briefing about information technology, including the County's strategic direction in this area, overall funding picture, and anticipated issues.

INS Beds Commissioner Cruz raised the issue whether the County should participate in the incarceration of individuals solely for the reason that they are in the country illegally. The Evaluation Unit will assist the Board in analyzing the policy and financial ramifications of establishing County policy to refuse to hold detainees who are potential INS holds beyond the period in which they would have been ordinarily released. Staff will consult with local public safety officials, the INS, and the US Attorney's Office in developing the report.

Inverness Drug and Alcohol Program The proposed reductions in State Community Corrections Act and SB 1145 funds to Community Justice and the Sheriff's Office prompted a wide ranging evaluation of the current public safety programs and facilities. As a result of that discussion, the Board has agreed to place \$500,000 in Contingency to fund an Inverness Drug and Alcohol Program at MCIJ, beginning in October 1999. Prior to beginning that program, the Board would like a report from the Court Work Group on the following issues:

- a) How would the in-custody and outpatient treatment components of IDAP be provided? The Sheriff requested input from Community Justice on how to contract for those services.
- b) What is the most appropriate use of the Restitution Center? The Board and Sheriff would like to house offenders transitioning from alcohol and drug treatment. Also, they believe other offenders could benefit from these transitional services who currently may not be being served.
- c) Is it legally possible or advisable from a treatment perspective to use IDAP for presentenced offenders?
- d) Examine the roles, responsibilities, and target populations for IJIP and IDAP to insure appropriate use of both approaches.
- e) How should sentences be structured to make the best treatment use of the time in IDAP and the transition time at MCRC?
- f) As part of the Board's emphasis on effective alcohol and drug treatment, the Evaluation Unit in the Budget and Quality Office will work with evaluators from the Department of Community Justice and the Sheriff's Office to evaluate both the IDAP program and Community Justice's Washington County treatment center to determine their long-term effectiveness.

Living Wage Policy Chair Stein will organize a briefing this summer to strategize next steps in the development of the county's living wage policy. Further research may be appropriate through the PSU intern/residency program.

Oregon Health Plan / Safety Net Clinics The Health Department to return with a plan by September 16, detailing recommendations to deal with changes in the Oregon Health Plan and the possible loss of safety net clinic funds. This timeline will allow the Department to receive more detailed information from the State on the exact impact in

Attachment D – Board Budget Notes

changes to the Health Plan and will give the new Director an opportunity to review the Department budget priorities.

Rockwood Neighborhood Health Access The Board is funding a new Rockwood Neighborhood Health Access Clinic in Gresham. No location for the clinic has been established at this time. Commissioner Kelley is working with a variety of community based programs, including Mt. Hood Community College Head Start, Migrant Head Start, Wallace Medical Concern, Morrison Center, Adult and Family Services, and Steps to Success as possible agencies to collocate in a single facility. Commissioner Kelley, DES and the Budget Office will return to the Board during the summer to present funding proposals.

SAI / FAST / Transitional Classrooms The Board requests a follow up briefing from evaluators in late summer or September on SAI data and the FAST pilot. In conjunction with this briefing or at a later time, the Board would like information about the effectiveness and financial benefit of the transitional classrooms the County is helping fund in county school districts.

STOP Program Funding the STOP drug diversion and intervention program was a major concern for the Board this budget session. The STOP program's success is not recognized by the funding formula the State uses. If participants in the STOP program were convicted of a crime prior to their introduction into STOP and had their conviction expunged following successful treatment, the successful participants would count under the State formula and the County would receive a fairer allocation of State funds. The Board urges the Chief Judge, Defense Bar, and the District Attorney to work towards implementing this change as soon as possible.

US Marshal Beds The budget assumes revenue from the rental of 225 beds to the US Marshal and INS. The Sheriff is currently limiting the number of rentals to 200. The Board requests the Sheriff to rent beds to Federal agencies above his 200-bed limit during periods when capacity allows in order to approximate that revenue target. The Board will discuss reduced reliance on bed rentals during next fiscal year as part of the public safety and levy planning processes.

Work Crews Work crews are operated by both the Sheriff and Community Justice. The Board is interested in a closer integration between the work of these crews and victims of crime and community reparations. The Board would like to see separate proposals from the Sheriff and Community Justice about how they could more closely link the work of the crews that they supervise with a community justice orientation, similar to what is being done in Deschutes County.

MEETING DATE: JUN 24 1999
AGENDA NO: R-9
ESTIMATED START TIME: 10:35

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Levying Property Taxes for 1999-00

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

REGULAR MEETING: DATE REQUESTED: June 24, 1999

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Svcs DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 248-3822
BLDG/ROOM #: 160 / 1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution levying ad valorem taxes for Multnomah County in 1999-00

6/24/99 copies to Dave Warren

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

Philly Stein

CLERK OF
COUNTY COMMISSIONERS
99 JUN 16 PM 1:53
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DIANE LINN
SERENA CRUZ
LISA NAITO
SHARRON KELLEY

BUDGET AND QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503) 248-3883

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Dave Warren, Budget and Quality Division
DATE: May 17, 1999
RE: Levying Property Taxes for 1999-00

1. Recommendation/Action Requested:

Levy the taxes for 1999-00

2. Background/Analysis:

The resolution levies the taxes included in the Adopted Budget

3. Financial Impact:

The action authorizes rate levies for the General Fund (permanent tax rate) of \$4.3434 per thousand and for the Library Local option Levy of \$0.5947 per thousand. It also levies \$11,147.504 for bonded debt payments

4. Legal Issues:

None, I believe

5. Controversial Issues:

6. Link to Current County Policies:

7. Citizen Participation:

NA

8. Other Government Participation:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-121

Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1999-00

The Multnomah County Board of Commissioners Finds:

- a. The Board has adopted the budget for Multnomah County, Oregon for fiscal year 1999-00.
- b. That budget provides for ad valorem property taxes to be levied on all property in Multnomah County

The Multnomah County Board of Commissioners Resolves:

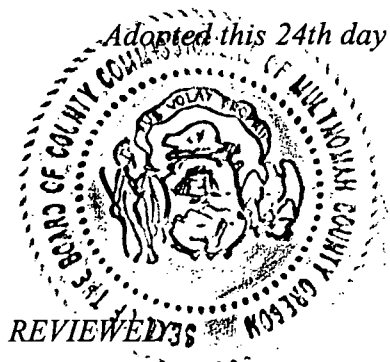
1. The Board levies the taxes provided for in the adopted budget/
2. These taxes are a combination of authorized tax rates and authorized dollar amounts as follows:

Operating Taxes	Tax Rate /	
	\$1,000	Estimated Taxes
Permanent Tax Rate	\$ 4.3434	161,610,695
Library Local Option Levy	\$ 0.5947	22,131,365
Total Operating Taxes	\$ 4.9381	183,742,060

Bonded Indebtedness	Tax Amount	Estimated Tax	
		Rate / \$1,000	
General Obligation Debt Levy	11,859,047	\$ 0.3187	
Total Debt Levy	11,859,047	\$ 0.3187	

3. These taxes are levied upon all taxable property in Multnomah County

Adopted this 24th day of June, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By Thomas Sponsler
Thomas Sponsler, County Counsel