

ANNOTATED MINUTES

Monday, August 6, 2001 - 6:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC HEARING

Chair Diane Linn convened the meeting at 6:05 p.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

PH-1 Public Hearing on Mental Health Acute Care Services and Budget.
Testimony Limited to Three Minutes Per Person.

CHAIR LINN GREETED AUDIENCE AND PRESENTED BRIEF EXPLANATION. VICE-CHAIR NAITO READ A LETTER OF SUPPORT FOR IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM FROM AVEL GORDLY. CHAIR LINN READ TESTIMONY IN SUPPORT FOR IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM FROM LADDIE READ, WITH EMPHASIS BY MR. READ. ROSALIE PEGGY HAMMOND TESTIMONY IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. RUTH ASCHER AND CAROLINA HESS TESTIMONY IN SUPPORT OF ACCESS FOR OTHER POPULATIONS; ADDRESSING LATINO LANGUAGE ISSUES; AND THE INCLUSION AND PARTICIPATION OF THOSE CONCERNED WITH ACCESS FOR MINORITY POPULATIONS INTO THE MENTAL HEALTH REDESIGN PROCESS DISCUSSIONS. SCOTT MURRAY TESTIMONY IN SUPPORT OF INCLUSION OF MORE CLINICAL INPUT IN PLAN; CONCERNS WITH LIMITED HOURS OF WALK IN CLINICS; AND THAT CLOSURE OF THE TRIAGE CENTER WILL RESULT IN MORE EMERGENCY ROOM VISITS AND HOSPITALIZATIONS. MENTAL HEALTH SERVICES CONSUMER IAN CHISHOLM AND

**MOTHER OF TWO MENTAL HEALTH CONSUMER
SONS, SANDRA CHISHOLM, TESTIMONY
RELATING THEIR EXPERIENCES WITH THE
MENTAL HEALTH SYSTEM AND IN SUPPORT OF
IMPROVEMENTS. JOSÉ EDUARDO RIVERA
TESTIMONY IN SUPPORT OF LATINO
COMMUNITY RECOMMENDATIONS. MENTAL
HEALTH CONSUMER LETICIA ZEPEDA
TESTIMONY RELATING HER EXPERIENCES
WITH THE MENTAL HEALTH SYSTEM AND IN
SUPPORT OF PROVIDING ACCESS TO MENTAL
HEALTH AND OTHER SERVICES IN SPANISH.
NANCY ROBLES, STEVE LARA, MARIA IGNACIO,
BRENDA REYES AND NALLELI IGNACIO
TESTIMONY IN SUPPORT OF MENTAL HEALTH
AND OTHER SERVICES FOR LATINO
CONSUMERS AND FAMILIES. MENTAL HEALTH
SERVICES CONSUMER JARON MARTIN
TESTIMONY RELATING HIS EXPERIENCES AND
IN SUPPORT OF ADEQUATE FUNDING AND
IMPROVEMENTS TO THE MENTAL HEALTH
SYSTEM. KATHIE PRIETO TESTIMONY IN
SUPPORT OF CULTURALLY SPECIFIC SERVICES
AND ACCESS FOR AFRICAN-AMERICAN AND
HISPANIC COMMUNITY, AND ADDRESSING
OTHER DIVERSITY ISSUES, INCLUDING
SERVICES FOR CHILDREN. DEBORAH
BOUMANN TESTIMONY IN SUPPORT OF
IMPROVEMENTS TO MENTAL HEALTH
SERVICES AND FUNDING. CHOCKA GUIDEN OF
PROJECT NETWORK READ LETTER FROM
AFRICAN AMERICAN HEALTH COALITION CEO
CORLISS MCKEEVER IN SUPPORT OF
IMPROVEMENTS TO THE MENTAL HEALTH
SYSTEM. DELORIS STORKE TESTIMONY IN
SUPPORT OF IMPROVEMENTS TO MENTAL
HEALTH SERVICES. ADRIENNE LIVINGSTON
OF BLACK UNITED FUND TESTIMONY IN
SUPPORT OF CULTURALLY SPECIFIC MENTAL
HEALTH SERVICES AND PROGRAMS. FRANCES
SARNA OF NAMI TESTIMONY IN SUPPORT OF
CULTURALLY SPECIFIC MENTAL HEALTH**

SERVICES AND PROGRAMS. MENTAL HEALTH CONSUMER SHURA YOUNG TESTIMONY IN SUPPORT OF IMPROVED ACCESS TO SERVICES AND MEDICARE PAID OUTPATIENT CARE. JACKIE MERCER OF NARA TESTIMONY URGING CONTINUED FUNDING TO SUPPORT OF ALCOHOL AND DRUG TREATMENT PROGRAM AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. SHIRLEY ROBERTS READ TESTIMONY FROM KAY TORAN IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. LINDA REILLY TESTIMONY IN SUPPORT OF SERVICES FOR CHILDREN WITH MENTAL ILLNESS AND/OR DEVELOPMENTAL DISORDERS AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. BOB HEAD TESTIMONY IN SUPPORT OF PLAN, AS LONG AS IT IS ADEQUATELY STAFFED. SHARON BJORTVEDT TESTIMONY IN SUPPORT OF PLAN. RAMON QUIROZ-SALTOS TESTIMONY REGARDING HIS CHILD WITH MENTAL ILLNESS AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. ANGIE DEROUCHIE TESTIMONY EXPRESSING CONCERN THAT PATIENTS ARE TREATED FOR MENTAL ILLNESS WITHOUT FIRST GETTING A MEDICAL DIAGNOSIS AND RECOMMENDATION IN SUPPORT OF GIVING PATIENTS A PHYSICAL HEALTH/MEDICAL EXAM PRIOR TO INCARCERATION AND/OR MENTAL HEALTH TREATMENT. PARENT OF MENTAL HEALTH CONSUMER CAROL BOOS TESTIMONY RELATING HER EXPERIENCES WITH THE MENTAL HEALTH SYSTEM AND IN SUPPORT OF IMPROVEMENT. GRESHAM BARLOW SUPERINTENDENT JAMES BUCK TESTIMONY EXPRESSING CONCERNS WITH PLAN AND IN SUPPORT OF MENTAL HEALTH SERVICES TO CHILDREN AND FAMILIES. MR. BUCK URGED COUNTY TO ALLOW STAKEHOLDERS MORE PARTICIPATION IN POLICY DECISIONS.

MENTAL HEALTH CONSUMER BRENDA BOGGES TESTIMONY RELATING HER EXPERIENCES, AND THOSE OF HER DAUGHTER, WHO IS A CAAPCARE CLIENT, AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. ANGELA STECKLY TESTIMONY IN SUPPORT OF MENTAL HEALTH SYSTEM CHANGES AND IMPROVEMENTS; URGING ALL INVOLVED TO RECOGNIZE THE URGENCY AND COOPERATE IN A MANNER THAT WILL BENEFIT CLIENTS AND THEIR FAMILIES. MENTAL HEALTH CONSUMER PATRICIA NICOL FLEMING TESTIMONY RELATING HER EXPERIENCES AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. COUNTY BEHAVIORAL HEALTH EMPLOYEE GARY MAGNUSON TESTIMONY IN SUPPORT OF MOVE TOWARD INTERVENTION AND PREVENTION, ADVISING MENTAL HEALTH SERVICES SHOULD NOT BE PRIVATIZED, AND THAT PROVIDERS SHOULD BE CHALLENGED TO FIND REDUNDANCIES AND COST SAVINGS IN THEIR BUDGETS. MENTAL HEALTH CONSUMERS KEBALA DORM AND BRENDA SPEARMAN TESTIMONY RELATING THEIR EXPERIENCES AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. CHAIR LINN EXPLANATION IN RESPONSE TO MS. SPEARMAN'S CONCERNS REGARDING CALLING 9-1-1 DURING A MENTAL HEALTH CRISIS. VERONICA HOWARD AND SHALONDA JENKINS TESTIMONY IN SUPPORT OF ETHNIC SPECIFIC MENTAL HEALTH SERVICES AND ADDITIONAL BLACK COUNSELORS IN THEIR COMMUNITY. LORI HILL TESTIMONY IN SUPPORT OF MENTAL HEALTH SERVICES FOR BABIES AND CHILDREN. MENTAL HEALTH CONSUMER AND FORMER DESIGN TEAM MEMBER SANDY HAYDEN TESTIMONY IN SUPPORT OF DESIGN TEAM RECOMMENDATIONS FOR IMPROVEMENTS TO THE MENTAL HEALTH

SYSTEM. MAGGIE BENNINGTON DAVIS TESTIMONY CONCERNING THE STATEWIDE CRISIS AND SHORTAGE OF PSYCHIATRIC HOSPITAL INPATIENT BEDS, ADVISING 20% OR MORE OF THOSE ADMITTED TO THE SALEM HOSPITAL ARE MULTNOMAH COUNTY RESIDENTS. MOTHER OF MENTAL HEALTH CONSUMER SON ESTELLE SULLIVAN TESTIMONY IN SUPPORT OF GAP PLAN TO ELIMINATE COSTS AND SERVE MORE FOLKS AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. AL TURNER OF THE MEDICAL SOCIETY TESTIMONY EXPRESSING CONCERN FOR THE PLAN. MARY BETH COLLINS TESTIMONY EXPRESSING CONCERN WITH GAP PLAN. MENTAL HEALTH CONSUMER KEVIN MESCH TESTIMONY IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM AND IN SUPPORT OF KEEPING THE CLIENT RUN DROP-IN CENTER OPEN. MOTHER OF MENTAL HEALTH CONSUMER DAUGHTER ROSEMARY HUTCHINSON TESTIMONY RELATING HER EXPERIENCES; IN SUPPORT OF NAMI; AND IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. PSYCHIATRIST STUART OKEN TESTIMONY EXPRESSING CONCERN THAT GAP PLAN NOT ADEQUATE. MENTAL HEALTH CONSUMER AND NARA MEMBER GERALD HOPTOWIT TESTIMONY IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM AND EXPRESSING PRAYERS AND COMPASSION FOR DECISION MAKERS. MOTHER OF MENTAL HEALTH CONSUMER JARON MARTIN, TESTIMONY IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM AND IN SUPPORT AND AGREEMENT WITH THE TESTIMONY OF HER SON, JARON, ANGELA STECKLY, LINDA REILLY AND OTHERS. MS. BUMPUS READ TESTIMONY FROM JAN LACY IN SUPPORT OF IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM.

COMMISSIONER CRUZ ADVISED SHE CONTINUES TO LEARN, AND EXPRESSED APPRECIATION FOR THE FOLKS WHO CAME OUT TO SPEAK TONIGHT, AS WELL AS THE PROVIDERS AND COUNTY EMPLOYEES, AND STATED THAT SHE HAS MANY OF THE SAME CONCERNS, INCLUDING NOT INVOLVING ALL THE STAKEHOLDERS, BUT THAT SHE IS HOPEFUL AND OPTIMISTIC THAT CONSENSUS WILL BE REACHED. COMMISSIONER NAITO THANKED EVERYONE FOR COMING TOGETHER AS A COMMUNITY TO WORK ON A PROBLEM THAT CONCERNS US ALL. CHAIR LINN THANKED EVERYONE FOR COMING AND ADVISED THAT THE BOARD WILL BE VOTING ON THE PROPOSED RESOLUTION AND PLAN THIS THURSDAY.

There being no further business, the meeting was adjourned at 8:36 p.m.

Tuesday, August 7, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

Chair Diane Linn convened the meeting at 9:35 a.m., with Vice-Chair Lisa Naito, Commissioner and Maria Rojo de Steffey present, Commissioner Lonnie Roberts excused, and Commissioner Serena Cruz arriving at 9:37 a.m.

B-1 Metro Policy Advisory Committee Briefing. Presented by Lisa Naito, Andy Catugno, Jim Zehren and Invited Others.

COMMISSIONER LISA NAITO, DAVID BRAGDON, JIM ZEHREN, ANDY COTUGNO, MARK TURPEL AND TOM KLOSTER AND PRESENTATION AND RESPONSE TO BOARD QUESTIONS, DISCUSSION AND COMMENTS IN SUPPORT.

B-2 Presentation of the Presentation of the Federal Financial Participation Work Plan by the FFP Work Team, Including Discussion of Recommendations: a

Modified Relationship Between the State of Oregon and the County; Opportunities and Risks; and Specific Action Steps. Presented by FFP Work Team Members.

***TOM FRONK, ELLIE HALL AND JOEL YOUNG
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS, DISCUSSION AND COMMENTS IN
SUPPORT.***

The meeting was recessed at 11:05 a.m. and reconvened at 11:13 a.m.

- B-3 Early Childhood Planning: Early Childhood Framework and Implementation of the Oregon Children's Plan. Presented by Lisa Naito, Pam Greenough, Monica Ford, Gina Mattioda and Wendy Lebow.

COMMISSIONER LISA NAITO ACKNOWLEDGED AND WELCOMED NEW COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY DIRECTOR KATHY TURNER. WENDY LEBOW INTRODUCTIONS. PAM GREENOUGH, GINA MATTIODA AND WENDY LEBOW PRESENTATION AND RESPONSE TO BOARD QUESTIONS, DISCUSSION AND COMMENTS IN SUPPORT. ELANA EMLLEN WAS INTRODUCED AS THE DESIGNATED COMMISSION ON CHILDREN, FAMILIES AND COMMUNITY STAFF TO TEAM. KATHY TURNER COMMENTS IN SUPPORT.

There being no further business, the meeting was adjourned at 11:40 a.m.

Thursday, August 9, 2001 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:08 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo Steffey present.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER ROJO,
SECONDED BY COMMISSIONER NAITO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-5)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- C-1 Appointment of Katy Yen to the COMMUNITY HEALTH COUNCIL
- C-2 Budget Modification NOND 01 Increasing General Fund Revenues and District 4 Expenditures by \$1,800 to Cover the Costs of Operating a "Satellite" District 4 Office in Gresham

PUBLIC CONTRACT REVIEW BOARD

- C-3 ORDER Authorizing an Exemption to Specify Schlage Brand Locks for All Newly Acquired County Buildings

ORDER 01-105.

- C-4 ORDER Exempting from the Formal Competitive Bid Process the Contract with Raintree, Inc. for a Software Program, and Two Years' Maintenance until June 30, 2003

ORDER 01-106.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

ORDER 01-107.

REGULAR AGENDA

***AT THE REQUEST OF CHAIR LINN AND UPON
MOTION OF COMMISSIONER NAITO, SECONDED
BY COMMISSIONER ROBERTS, CONSIDERATION
OF THE FOLLOWING ITEM WAS UNANIMOUSLY
APPROVED.***

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

UC-1 RESOLUTION Approving Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and East Burnside Street for Public Street and Right of Way Purposes

COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF UC-1. BOB OBERST EXPLANATION. COMMISSIONER NAITO COMMENTS IN APPRECIATION OF BOARD CONSIDERATION OF EASEMENT FOR CHILDRENS RECEIVING CENTER. RESOLUTION 01-108 UNANIMOUSLY ADOPTED.

PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

DEPARTMENT OF SUPPORT SERVICES

R-1 Ratification of the 2001-2004 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriff's Association

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-1. GAIL PARNELL EXPLANATION. COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, CORRECTION TO ADDENDUM A ON PAGE 80. ADDENDUM UNANIMOUSLY APPROVED. SHERIFF DAN NOELLE COMMENTS IN SUPPORT AND APPRECIATION FOR BARGAINING TEAM. DAVID HADLEY COMMENTS IN SUPPORT OF MS. PARNELL AND HER STAFF. CHAIR LINN COMMENTS IN SUPPORT OF AGREEMENT. AGREEMENT UNANIMOUSLY APPROVED, AS AMENDED. BOARD, SHERIFF AND UNION REPRESENTATIVE SIGNED AGREEMENT.

NON-DEPARTMENTAL

R-2 RESOLUTION Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-2. FOLLOWING DISCUSSION, COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, TO CONTINUE R-2 FOR TWO WEEKS. COMMISSIONER NAITO EXPLANATION OF CONCERNS AND VARIOUS OPTIONS AND COMMENTS IN SUPPORT OF STUDY AND TWO WEEK CONTINUANCE. COMMISSIONER CRUZ COMMENTS IN SUPPORT OF COMMISSIONER NAITO'S LEADERSHIP AND THE OPPORTUNITY TO WORK ON TASK FORCE. COMMISSIONER NAITO ACKNOWLEDGED AND THANKED BOARD STAFF TERRI NAITO, MARY CARROLL AND CHARLOTTE COMITO FOR THEIR EFFORTS. CHAIR LINN COMMENTS IN SUPPORT AND APPRECIATION OF EFFORTS OF STAFF AND COMMISSIONERS NAITO AND CRUZ. COMMISSIONER ROBERTS COMMENTS IN SUPPORT OF COMMISSIONER NAITO'S EFFORTS. RESOLUTION UNANIMOUSLY CONTINUED TWO WEEKS, TO THURSDAY, AUGUST 23, 2001.

The meeting was recessed at 9:33 a.m. and reconvened at 9:40 a.m.

AT THE REQUEST OF CHAIR LINN AND UPON MOTION OF COMMISSIONER NAITO, SECONDED BY COMMISSIONER ROJO, CONSIDERATION OF THE FOLLOWING ITEM WAS UNANIMOUSLY APPROVED.

UC-2 RESOLUTION Providing Policy Direction for the Acute Care Crisis Action Plan (Phase I)

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF UC-2. CHAIR LINN EXPLANATION AND COMMENTS IN SUPPORT AND APPRECIATION FOR THE COLLABORATIVE EFFORTS OF EVERYONE WORKING ON THE ACUTE CARE CRISIS ACTION PLAN. JOHN BALL PRESENTATION, INCLUDING INFORMATION REGARDING THE CULTURAL COMPETENCY GROUP ESTABLISHED TO PROVIDE SYSTEM IMPROVEMENT RECOMMENDATIONS TO THE BOARD, AND INTRODUCTION OF ROBIN MACK, LOLENZO POE AND HANK BALDERRAMA. CULTURAL COMPETENCY COMMITTEE VOLUNTEER HANK BALDERRAMA OF THE STATE OF WASHINGTON, COMMENTS REGARDING INTENSE EFFORTS OF THE COMMITTEE YESTERDAY. COMMISSIONER NAITO COMMENTS IN SUPPORT AND APPRECIATION OF THE EFFORTS OF SUCH A DEDICATED GROUP, WITH SPECIAL THANKS TO ED BLACKBURN; AND EXPRESSED NEED FOR PROCESS TO WORK THROUGH PROBLEMS IN A COLLABORATIVE WAY; AND FIND WAYS TO PROVIDE MORE MENTAL HEALTH SERVICES FOR CHILDREN. COMMISSIONER ROBERTS COMMENTS IN SUPPORT OF CHAIR LINN'S PROPOSAL, ADVISING HE FEELS IT ADDRESSES MANY CONCERNS AND IS A POSITIVE FIRST STEP. COMMISSIONER ROJO COMMENTS IN SUPPORT OF WORKING TOGETHER IN A NON-VIOLENT MANNER TO EFFECT CHANGES TO THE MENTAL HEALTH SYSTEM; IN APPRECIATION OF THE FOLKS WHO CAME AND TESTIFIED MONDAY NIGHT; AND IN APPRECIATION FOR THE WORK OF THE CULTURAL COMPETENCY COMMITTEE, INCLUDING JACKIE MERCER AND ROBIN MACK. IN RESPONSE TO QUESTIONS OF COMMISSIONER CRUZ, JOHN BALL ADVISED THAT THE SEPTEMBER 21ST BUDGET MODIFICATIONS WILL ADDRESS ALL BOARD

POLICIES AND WILL BE REFLECTED IN THE CURRENT DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUDGET. COMMISSIONER CRUZ COMMENTS IN SUPPORT AND IN APPRECIATION FOR THE EFFORTS OF MARY CARROLL, MARIE DAHLSTROM, THE BOARD AND COUNTY STAFF, CULTURAL COMPETENCY COMMITTEE AND ALL THE MENTAL HEALTH CLIENTS, FAMILIES AND STAKEHOLDERS WORKING TOWARD IMPROVEMENTS TO THE MENTAL HEALTH SYSTEM. COMMISSIONER NAITO EXTENDED SPECIAL THANKS TO LADDIE READ. RESOLUTION 01-109 UNANIMOUSLY ADOPTED.

R-3 Board Discussion and Consideration of Budget Approval Regarding Mental Health Services

COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-3. CHAIR LINN, JOHN BALL, LOLENZO POE AND DAVE WARREN EXPLANATION, COMMENTS IN SUPPORT AND APPRECIATION FOR EFFORTS OF BUDGET OFFICE AND DEPARTMENT OF COMMUNITY AND FAMILY SERVICES STAFF. BUDGET UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:25 a.m.

Thursday, August 9, 2001 - 3:00 PM
Multnomah Building, Sixth Floor Commissioners Conference Room 635
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 3:00 p.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1) (d) for Labor Negotiator Consultation Concerning Labor Negotiations. Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session. No Final Decision will be made in the Executive Session. Presented by Gail Parnell and John Ball.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 4:30 p.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

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

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

AUGUST 6, 7 & 9, 2001

BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

Pg .2	6:00 p.m. Monday Public Hearing on Mental Health Acute Care Services and Budget
Pg .2	9:30 a.m. Tuesday Metro Policy Advisory Committee Briefing
Pg .3	10:00 a.m. Tuesday Federal Financial Participation Work Plan Presentation
Pg .3	11:00 a.m. Tuesday Early Childhood Planning: Framework and Implementation of Oregon Children's Plan
Pg .4	9:00 a.m. Thursday Ratification of 2001-2004 Deputy Sheriffs Association Agreement
Pg .4	9:10 a.m. Thursday Multnomah County Courthouse Renovation Resolution
Pg .4	9:30 a.m. Thursday Mental Health Services Budget
Pg .4	3:00 p.m. Thursday Executive Session
	Board and Agenda Web Site: http://www.co.multnomah.or.us/cc/index.html

**See Multnomah Community Television
Live and Playback Schedule - Page 2**

Monday, August 6, 2001 - 6:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC HEARING

PH-1 Public Hearing on Mental Health Acute Care Services and Budget.
Testimony Limited to Three Minutes Per Person.

Monday's public hearing before the Multnomah County Board of Commissioners will be cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Monday, 6:00 PM, **(LIVE)** Channel 21
Friday, August 10 - 6:00 PM, Channel 30 East County Only
Wednesday, August 15 - 2:00 PM, Channel 21
Monday, August 20 - 2:00 PM, Channel 21
Wednesday, August 22 - 7:00 PM, Channel 30 East County Only

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, 11:00 PM, Channel 30
Saturday, 10:00 AM, Channel 30 East County Only
Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community Television
(503) 491-7636, ext. 333 for further info

Tuesday, August 7, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFINGS

B-1 Metro Policy Advisory Committee Briefing. Presented by Lisa Naito, Andy Catugno, Jim Zehren and Invited Others. 30 MINUTES REQUESTED.

- B-2 Presentation of the Presentation of the Federal Financial Participation Work Plan by the FFP Work Team, Including Discussion of Recommendations: a Modified Relationship Between the State of Oregon and the County; Opportunities and Risks; and Specific Action Steps. Presented by FFP Work Team Members. 1 HOUR REQUESTED.
- B-3 Early Childhood Planning: Early Childhood Framework and Implementation of the Oregon Children's Plan. Presented by Lisa Naito, Pam Greenough, Monica Ford, Gina Mattioda and Wendy Lebow. 30 MINUTES REQUESTED.

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REGULAR MEETING

CONSENT CALENDAR - 9:00 AM **NON-DEPARTMENTAL**

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- C-2 Budget Modification NOND 01 Increasing General Fund Revenues and District 4 Expenditures by \$1,800 to Cover the Costs of Operating a "Satellite" District 4 Office in Gresham

PUBLIC CONTRACT REVIEW BOARD

- C-3 ORDER Authorizing an Exemption to Specify Schlage Brand Locks for All Newly Acquired County Buildings
- C-4 ORDER Exempting from the Formal Competitive Bid Process the Contract with Raintree, Inc. for a Software Program, and Two Years' Maintenance until June 30, 2003

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-5 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

REGULAR AGENDA - 9:00 AM

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

UC-1 RESOLUTION Approving Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and East Burnside Street for Public Street and Right of Way Purposes

PUBLIC COMMENT - 9:00 AM

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

DEPARTMENT OF SUPPORT SERVICES - 9:00 AM

R-1 Ratification of the 2001-2004 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriff's Association

NON-DEPARTMENTAL - 9:10 AM

R-2 RESOLUTION Authorizing Funds to Determine Whether to Proceed with Renovating the Multnomah County Courthouse

R-3 Board Discussion and Consideration of Budget Approval Regarding Mental Health Services

Thursday, August 9, 2001 - 3:00 PM
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Multnomah Community Television

SINGLE PROGRAM CABLECAST REQUEST

For MCTV Staff Produced or Acquired Programs Only

MCTV

Date 7/25/01

Staff Use Only C MLN. S MCTV TVH D BS

Title (please print) Mult. Co. Comm. - SPECIAL Program Number 50122

Description (for publication in TV Host) _____

Length 2:30:00 Earliest date program can be played: / / Kill date: / /
Hrs Min Sec

Staff person submitting program JEN

Program produced by MCTV OR Locally OR Outside metro area: _____

11 - CAN / 21 - MCTV / 22 - Public Affairs/NASA / 27 - Educational / 29 - OPAN / 30 - Municipal

Please indicate program category:

Municipal (meetings/gov't ceremonies/etc.)

Public Affairs (Community meetings/specific topics)

Educational

Community (sports/parades/entertainment/etc.)

PSA/Promo (must include kill date!)

Satellite Feed (please indicate program category too)
Will this feed be aired live? _____ Channel: _____
Does this feed need to be recorded? _____

Satellite name: _____
Channel: _____

Please choose one of the following:

LIVE ON ch. 21

Day: 8-6-01 Time: 6-8pm Ch.: 21
Location: MCC

TAPED

Number of plays desired: _____
Channels desired: _____

REPLAYS
Please indicate preferred cablecast days/times

Cablecast Schedule (MCR use only!)

Day	Date	Time	Ch
LIVE - MON.	8-6	6pm-8pm	21
WED.	8-15	2pm	21
MON.	8-20	2pm	21
FRI.	8-10 (EAST CO. ONLY)	6pm	30
WED.	8-22 (EAST CO. ONLY)	7pm	30

7/25/01

Producer Notified

BC

Notified by

LIVE &
PLAYBACK
FOR
8/6/01
MH HRC

MEETING DATE: August 9, 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment to Community Health Council

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

REGULAR MEETING: DATE REQUESTED: 8/9/2001
AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Non-Departmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE #: 503/988-3953
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Appointment of Katy Yen to the Community Health Council

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 AUG - 2 11 8 2001
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____ 8/9/01
 (Date)

DEPARTMENT: Nondepartmental DIVISION: BCC District 4

CONTACT: Gary Walker PHONE: x85213

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

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

Adds revenue from Troutdale, Fairview, and Wood Village for an east county district office in BCC District 4.

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

This budget modification increases General Fund revenues and District 4 expenditures by \$1,800 to cover the costs of operating a "satellite" District 4 office in Gresham. The cities of Troutdale, Wood Village, and Fairview have committed \$50 per month toward expenses of this office. The City of Gresham is providing office space and furniture free of charge.

This office allows Commissioner Roberts to be more responsive to his constituents and provides increased accessibility to the citizens of east Multnomah County and to the cities located there.

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

Increased General Fund revenue by \$1,800.

TOTAL \$1,800

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 01 AUG - 1 AM 9:59

4. CONTINGENCY STATUS [To Be Completed by Budget]

_____ Fund Contingency BEFORE THIS MODIFICATION AS OF _____
 (Specify Fund) AFTER THIS MODIFICATION: _____

Originated By: <u>[Signature]</u> Date: <u>7/31/01</u>	Department Director: <u>[Signature]</u> Date: <u>7-31-01</u>
Plan / Budget Analyst: <u>[Signature]</u> Date: <u>8-01-01</u>	Employee Services: _____ Date: _____
Board Approval: <u>[Signature]</u> Date: <u>08-09-01</u>	

Budget Modification:

EXPENDITURES & REVENUES

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

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	
			Internal Order	Cost Center	WBS Element						
1	10-00	1000		102450		60240	2,600	4,400	1,800		Supplies
2	10-00	1000		102450		50300	0	(1,800)	(1,800)		Donations
3								0			
4								0			
5								0			
6								0			
7								0			
8								0			
9								0			
10								0			
11								0			
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26								0			
27								0			
28								0			
29								0			
								0	0		Total - Page
								0	0		GRAND TO



Lonnie Roberts, Multnomah County Commissioner
District 4

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

Phone: (503) 988-5213
FAX: (503) 988-5262
Email: lonnie.j.roberts@co.multnomah.or.us

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Commissioner Lonnie Roberts
DATE: August 1, 2001
RE: District Four East County Office Budget Modification

1. Recommendation/Action Requested: Amend the County General Fund to reflect an increase of \$150.00 per month in FY-02 (total \$1800), based on payments from the Cities of Fairview, Troutdale, and Wood Village for operational costs of Commissioner Roberts' East County Office.
2. Background/Analysis: When Commissioner Roberts came into office in January, 2001, he made it a priority to open a satellite office in East County to better serve his constituents by increasing their access to County government. With the cooperation of the four East County Cities, Commissioner Roberts was able to open the office, which is located in Gresham City Hall, in March, 2001. In order to offset some the operational costs that District Four would incur as a result of opening a second office, the Cities of Fairview, Troutdale, and Wood Village each agreed to contribute \$50.00 per month. This monthly contribution is used to pay bills and purchase supplies for the office.
3. Financial Impact:
This action will increase the County General Fund and District Four expenditures by \$1800.00 in FY-02.
4. Legal Issues:
None
5. Controversial Issues:
None

6. Links to Current County Policies:
These monthly contributions help Commissioner Roberts and the District Four staff provides excellent customer service to the people of East County.

7. Citizen Participation:
None

8. Other Government Participation:
The Cities of Fairview, Troutdale, and Wood Village will make monthly contributions in the amount of \$50.00 each for the duration of FY-02.

AUG 09 2001

AGENDA NO C-3
ESTIMATED START TIME: 9:00 am
LOCATION: BOARD ROOM 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO SPECIFY SCHLAGE BRAND LOCKS FOR ALL NEWLY ACQUIRED COUNTY BUILDINGS

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

REGULAR MEETING: DATE REQUESTED: August 9, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/CPCA
CONTACT: Franna Hathaway TELEPHONE #: 988-5111 X22651
BLDG/ROOM #: 503/4th floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

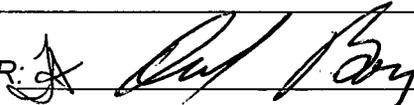
ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST TO SPECIFY SCHLAGE BRAND LOCKS FOR ALL
NEWLY ACQUIRED COUNTY BUILDINGS
08/09/01 copies to Catherine Kwong

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 31 AM 11:26

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Department of Sustainable Community Development

MULTNOMAH COUNTY OREGON

MEMORANDUM

Facilities and Property Management
401 North Dixon
Portland, Oregon 97227
(503) 988-3322 phone
(503) 988-5082 fax

DATE: July 16, 2001

TO: Franna Hathaway, CPPO, Manager
Central Procurement & Contract Administration

THROUGH: Mike Oswald, Interim Director *mo*
Department of Sustainable Community Development

TO: Dan Brown, P.E., Director *DB*
Facilities and Property Management Division

**SUBJECT: BRAND NAME EXEMPTION REQUEST
SCHLAGE LOCKS IN COUNTY BUILDINGS**

The Facilities and Property Management Division is requesting an exemption to State and County rules prohibiting the use of specific brand names. For sake of efficiency, we are requesting the ability to specify Schlage brand locks for all newly acquired County buildings.

Schlage locks currently exist in nearly all County buildings. Additionally, FPM has an existing supply of spare parts in our vehicles and shops. Efficient utilization of current systems and spare parts require the use of compatible locks in other buildings. Outside locks currently utilize the Schlage Primus high security key system, which significantly reduces the chance of unauthorized key duplication.

Schlage is readily available in the Portland area from multiple suppliers and contractors. Therefore, we believe that competition would not be substantially diminished.

Please see the attached findings in support of this exemption request, and contact Darin Matthews, Contracts Manager, if you require additional information.

Cc: Tony Seivers, Maintenance Engineering
John Lindenthal, Capital Improvement Program
Darin Matthews, Contracts & Procurement

RECEIVED
PURCHASING SECTION
2001 JUL 20 AM 10:07
MULTNOMAH COUNTY



Department of Sustainable Community Development

MULTNOMAH COUNTY OREGON

Facilities and Property Management

401 North Dixon

Portland, Oregon 97227

(503) 988-3322 phone

(503) 988-5082 fax

MEMORANDUM

DATE: July 16, 2001

TO: Franna Hathaway, CPPO, Manager
Central Procurement & Contract Administration

THROUGH: Mike Oswald, Interim Director
Department of Sustainable Community Development

TO: Dan Brown, P.E., Director
Facilities and Property Management Division

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Please see the attached findings in support of this exemption request, and contact Darin Matthews, Contracts Manager, if you require additional information.

cc: Tony Seivers, Maintenance Engineering
John Lindenthal, Capital Improvement Program
Darin Matthews, Contracts & Procurement

FINDINGS IN SUPPORT OF A BRAND NAME EXEMPTION FOR SCHLAGE LOCK SYSTEMS

1. GENERAL

Oregon Revised Statute 279.017 provides that specifications for public contracts shall not expressly or implicitly require any product by brand name or mark, or the product of any particular manufacturer or seller unless the product is exempt from that requirement. Additionally, Multnomah County Public Contract Review Board Rules prohibit the use of particular brand names unless otherwise exempted.

The Oregon Legislative Assembly allows local contract review boards to exempt certain products or classes of products from the brand name prohibition upon the determination of certain findings. The authority to grant exemptions is found in ORS 279.017.

The Facilities and Property Management Division desires to utilize Schlage brand locks in new County buildings, including the Children's Receiving Center.

2. BACKGROUND

Nearly all County facilities and building have existing Schlage locking systems. These sites include:

- Justice Center
- Multnomah Building
- Central and Branch Libraries
- McCoy Building
- Mead Building
- Walnut Park (NE Health Clinic)
- North Portland Health Clinic
- East County Complex
- Children's Receiving (existing building)
- Inverness Jail

In order to maintain these lock systems, FPM maintenance staff has established truck and shop inventories of Schlage repair parts. To efficiently use the existing repair stocks, FPM desires to install Schlage locks on future County buildings.

3. FINDINGS

In exempting this contract from the requirements of ORS 279.017, FPM feels that the following findings support the requested brand name exemption.

(a) Operational, Budget and Financial Data

FPM has been keying the outside locks of County buildings with the Schlage Primus high security key. Besides their compatibility with existing buildings and repair parts, this system dramatically reduces the chance of unauthorized key duplication. This allows both the inside and outside building locks to be keyed on a Grand Master key system, which could not be done with mixed lock brands.

Each year the County spends several thousand dollars maintaining existing lock systems.

(b) Public Benefit

By maintaining a single lock system and spare parts inventory, the public will be better served. The efficiencies of having one lock system will result in cost savings to the County.

(c) Value Engineering

By being able to specify Schlage locks up front in the design process, FPM will be better able to engineer value into new buildings and renovations. The specification of the designated lock system that is compatible with current parts inventories will increase efficiency for the County.

(d) Specialized Expertise

Currently FPM staff are trained, experienced, and certified in the repair and installation of Schlage brand lock systems. Their specialized expertise can best be used by continuing to use the existing system. Training on additional systems would be required if other lock brands were used.

(e) Public Safety

Since security would be improved at County buildings that had the Primus high security system, public safety would be increased. Having this system in both the inside and outside locks prevents key duplication and unauthorized entry. Additionally, Schlage parts are readily available locally if emergency repairs are needed to ensure building security.

(f) Market Conditions

There are several vendors who provide Schlage locks and spare parts in the Portland Metro area, which are available for any general contractor to purchasing and install. The County can also purchase from these vendors directly.

(g) Technical Complexity

While the Schlage locking system and their spare parts are relatively complex, FPM feels that multiple systems would result in increased and unnecessary complications. Therefore, maintaining one designated system will provide for consistency and reduce the complexity of maintenance.

(h) Funding Sources

The funding for the construction of new County buildings, as well as the maintenance of existing facilities, comes from a variety of funding sources.

4. COMPETITION AND COST SAVINGS

Consistent with Oregon Law, an exemption request must be seen as unlikely to encourage favoritism or diminish competition and result in substantial cost savings. Based on the following information, we feel this exemption will accomplish both.

(a) Unlikely to Encourage Favoritism or Diminish Competition

Favoritism did not play a role in the selection of Schlage locks in our existing County buildings. This system met the County's specifications and requirements and was provided under various contracts.

In order to ensure fair and adequate competition, the County would follow all applicable bidding rules. Based on the project, this may include informal quotations or a formal bid process. Adequate notices would be given to competing suppliers and contractors.

Since multiple area suppliers can provide Schlage locks, and this system is available to any general contractor, we do not feel that competition would be negatively impacted.

(b) Will Result in Substantial Cost Savings

Having Schlage established as the designated locking system will establish consistency and efficiency in FPM's specification process. By avoiding having multiple lock systems in our buildings, costs will be reduced. Only certain parts will need to be maintained, instead of multiple manufacturers, resulting in reduced parts costs.

Additional training for new lock system maintenance will not be required of FPM staff, thereby avoiding additional costs.

Having multiple vendors compete and bid on providing Schlage locks is likely to result in favorable pricing to the County, resulting in increased savings.

5. SUMMARY

By acquiring lock systems for future buildings that are compatible with existing systems, expertise, parts, and key sets, the County will maintain a consistent and efficient system. Specifying Schlage brand locks will not diminish competition, as several local suppliers and contractors can provide this. By being able to use current spare parts inventories for all County buildings, FPM will incur costs savings. Therefore, FPM feels this exemption request is justified and in accordance with Oregon Law, as well as being in the best interest of the County.

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

ORDER NO. _____

^{GENERAL}
Authorizing an Exemption to Specify Brand Locks for All Newly Acquired County Buildings

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR20.030 and AR20.050, has received a request from the Department of Sustainable Community Development, Facilities and Property Management to specify Schlage brand locks for all newly acquired County buildings.
- b. It appears in the memorandum from Dan Brown, the request for exemption is based upon the fact that Schlage locks currently exist in nearly all County buildings. Outside locks currently utilize the Schlage Primus high security key system, which significantly reduces the chance of unauthorized key duplication. By acquiring lock systems for future buildings that are compatible with existing systems, expertise, parts, and key sets, the County will maintain a consistent and efficient system. Specifying Schlage brand locks will not diminish competition as Schlage is readily available in the Portland area from multiple suppliers and contractors. The County has an existing supply of spare parts in their vehicles and will incur cost savings.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR20.030 and AR20.050.

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

1. That the exemption is hereby approved as it is represented.

ADOPTED this 9th day of August, 2001.

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

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John Thomas, Assistant County Attorney

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

ORDER NO. 01-105

Authorizing an Exemption to Specify Schlage Brand Locks for All Newly Acquired County Buildings

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR20.030 and AR20.050, has received a request from the Department of Sustainable Community Development, Facilities and Property Management to specify Schlage brand locks for all newly acquired County buildings.
- b. It appears in the memorandum from Dan Brown, the request for exemption is based upon the fact that Schlage locks currently exist in nearly all County buildings. Outside locks currently utilize the Schlage Primus high security key system, which significantly reduces the chance of unauthorized key duplication. By acquiring lock systems for future buildings that are compatible with existing systems, expertise, parts, and key sets, the County will maintain a consistent and efficient system. Specifying Schlage brand locks will not diminish competition as Schlage is readily available in the Portland area from multiple suppliers and contractors. The County has an existing supply of spare parts in their vehicles and will incur cost savings.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR20.030 and AR20.050.

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

1. That the exemption is hereby approved as it is represented.

ADOPTED this 9th day of August, 2001.

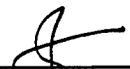


BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Attorney

AUG 09 2001

AGENDA NO C-4

ESTIMATED START TIME: 9:00 Am

LOCATION: BOARD Room 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO CONTRACT WITH RAIN TREE, INCS FOR A SOFTWARE PROGRAM AND TWO YEARS' MAINTENANCE UNTIL June 30, 2003

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

REGULAR MEETING: DATE REQUESTED: August 9, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/CPCA

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

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST TO CONTRACT WITH RAIN TREE, INCS FOR A SOFTWARE PROGRAM AND TWO YEARS' MAINTENANCE UNTIL June 30, 2003

08/09/01 copies to Catherine Kwong

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: 

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUL 31 PM 12:40

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
DIANE M. LINN • CHAIR OF THE BOARD
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

TO: Franna Hathaway, Manager
Central Procurement & Contract Administration

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

DATE: July 24, 2001

SUBJECT: Exemption for Raintree, Inc. for the period July 1, 2001 through June 30, 2003

RECEIVED
PURCHASING SECTION
2001 JUL 26 PM 4:27
MULTNOMAH COUNTY

Request for Exemption: The Department of Community and Family Services (DCFS), Managed Care Division, is requesting the authority to contract with Raintree, Inc for a Software Program and two years maintenance until June 30, 2003. This exemption would provide procurement authority from July 1, 2001 for a contract amount of approximately \$178,000 for the software acquisition and the first year of software maintenance, with the second year of software maintenance being approximately \$22,000.00.

Basis for Exemption: The RFP exemption request is based on PUR-1, Section XII, Paragraph B 1 c. "*Sole Qualified contractor exemption - NOI process not followed*".

Background: Almost two years ago, it was generally recognized that the area Mental Health system of care contained fundamental weaknesses that could not be readily addressed within the service structure as it then existed. As a result and at the direction of the Chair, DCFS undertook a virtual redesign of the entire mental health system of care leading to the creation of the new Managed Care Division with DCFS and Verity, the organization that is replacing the former CAAPCare client service program. As a part of the redesign, a comprehensive computer database system with client information needed to be initiated and put into practice as soon as possible, to help define the MHO parameters. To accomplish this, a comprehensive vendor selection process was undertaken, although not an official source selection under the PUR. Clearly the vendor selection process followed was unorthodox, but embodied the spirit of vendor/County teamwork critical to get a redesigned mental health system of care that both the County and responsible vendors can operate successfully.

As part of the Re-design effort authorized by the Chair, one red-team was assigned the responsibility to develop the information technology functionality required to meet the basic needs of the redesigned Mental Health Organization. As was true with all of the redesign red-teams, representation included member organizations from all of the Mental Health Organizations in Multnomah County that chose to participate. The computer system red-team included 2 representatives from Network Behavioral HealthCare Inc., 3 from Unity, 2 from Morrison, 1 from Trillium, 2 from Mount Hood Community Mental Health Center, one DCFS Information Technology (IT) employee, one County IT representative from ISD and Dale Jarvis, a consultant working with the Verity Steering team.

The IT red-team defined functionality that would be required to meet the needs of the redesigned MHO. Each functional category was given a rating of importance for its role in the ability to implement the recommendations of the MHO redesigns Plan (First attachment). Additionally the functionality was prioritized based on what would be needed in what timeframe, for example 30-60-90-180 days.

Alternative solutions that currently exist were explored and ultimately, four vendors that have a top-ranked reputation in Behavioral Health software solution-oriented systems were identified. The Vendor list included Centromine, Epic, PH Tech, and Raintree. IT red-team members were given homework assignments to investigate and contact vendors for information, demonstrations and invitations to provide system solutions to our needs. Over time, we eliminated two sources: County ISD determined that the Epic contract under OCHIN was still being negotiated and likely 1.5 to 2 years away, therefore not representing a viable short term solution and Centromine had recently undergone a merger which caused them to push back the release of their 2.0 version software, making the ability to meet our immediate needs unlikely. Existing in-house solutions (both the County's and the existing MHO systems) were reviewed to understand how they might be interfaced to provide a working solution. We had several partial solutions but it was determined it wouldn't be worth modifying these system because the resultant system would lack distributed access and be a piecemeal solution to integrated client functions.

Ultimately, the remaining two vendors demonstrated their systems to the IT red-team and a previously developed scoring criteria were applied against both systems. As a result of the scored demonstration, the Mental Health redesign team has accepted the final results and has requested authority to contract with the high scoring contractor, Raintree, inc. Total contract funding will be approximately \$200,000.00.

If additional information is required, please contact Gerald E. Jelusich at extension 24692.



Department of Community and Family Services
MULTNOMAH COUNTY OREGON

421 SW Sixth Avenue, Suite 700
Portland, Oregon 97204-1618
(503) 988-3691 phone
(503) 988-3379 fax
(503) 988-3598 TDD

MEMORANDUM

TO: Franna Hathaway, Manager
Central Procurement & Contract Administration

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

DATE: July 24, 2001

SUBJECT: Exemption for Raintree, Inc. for the period July 1, 2001 through June 30, 2003

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Memorandum to Franna Hathaway
July 24, 2001
Page Two

The IT red-team defined functionality that would be required to meet the needs of the redesigned MHO. Each functional category was given a rating of importance for its role in the ability to implement the recommendations of the MHO redesigns Plan (First attachment). Additionally the functionality was prioritized based on what would be needed in what timeframe, for example 30-60-90-180 days. Alternative solutions that currently exist were explored and ultimately, four vendors that have a top-ranked reputation in Behavioral Health software solution-oriented systems were identified. The Vendor list included Centromine, Epic, PH Tech, and Raintree. IT red-team members were given homework assignments to investigate and contact vendors for information, demonstrations and invitations to provide system solutions to our needs. Over time, we eliminated two sources: County ISD determined that the Epic contract under OCHIN was still being negotiated and likely 1.5 to 2 years away, therefore not representing a viable short term solution and Centromine had recently undergone a merger which caused them to push back the release of their 2.0 version software, making the ability to meet our immediate needs unlikely. Existing in-house solutions (both the County's and the existing MHO systems) were reviewed to understand how they might be interfaced to provide a working solution. We had several partial solutions but it was determined it wouldn't be worth modifying these system because the resultant system would lack distributed access and be a piecemeal solution to integrated client functions.

Ultimately, the remaining two vendors demonstrated their systems to the IT red-team and a previously developed scoring criteria were applied against both systems. As a result of the scored demonstration, the Mental Health redesign team has accepted the final results and has requested authority to contract with the high scoring contractor, Raintree, Inc. Total contract funding will be approximately \$200,000.00.

If additional information is required, please contact Gerald E. Jelusich at extension 24692.

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

ORDER NO. _____

Exempting from the Formal Competitive Bid Process the Contract with Raintree, Inc. for a Software Program, and Two Years' Maintenance until June 30, 2003

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR10.140, a request from the Department of Community and Family Services, to contract with Raintree, Inc. for a Software Program, and two years' maintenance until June 30, 2003., for a total funding of approximately \$200,000.
- b. As it appears in the memorandum from Lorenzo Poe, the request for exemption is based upon the fact two years ago it was generally recognized that the area Mental Health system of care contained fundamental weaknesses. As a result and at the direction of the Chair, DEFS undertook a virtual redesign of the entire mental health system. As part of the redesign, a comprehensive computer database system with client information needed to be initiated and put into practice as soon as possible. To accomplish this, a comprehensive vendor selection process was undertaken. The vendor selection process followed was unorthodox, but embodied the spirit of vendor/County teamwork critical to get a redesigned mental health system of care that both the County and responsible vendors can operate successfully. As a result of the scored demonstration, the Mental Health redesign team has accepted the final results and has requested authority to contract with the high scoring contractor, Raintree, Inc. Total contract funding will be approximately \$200,000.00.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR10.140.

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

1. That the contract with Raintree, Inc. may be exempted from formal procurement process. The contract period is from July 1, 2001 to June 30, 2003.

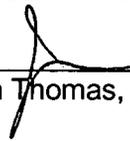
ADOPTED this 9th day of August, 2001.

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

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John Thomas, Assistant County Attorney

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

ORDER NO. 01-106

Exempting from the Formal Competitive Bid Process the Contract with Raintree, Inc. for a Software Program, and Two Years' Maintenance until June 30, 2003

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRБ Rules AR10.140, a request from the Department of Community and Family Services, to contract with Raintree, Inc. for a Software Program, and two years' maintenance until June 30, 2003., for a total funding of approximately \$200,000.
- b. As it appears in the memorandum from Lorenzo Poe, the request for exemption is based upon the fact two years ago it was generally recognized that the area Mental Health system of care contained fundamental weaknesses. As a result and at the direction of the Chair, DEFS undertook a virtual redesign of the entire mental health system. As part of the redesign, a comprehensive computer database system with client information needed to be initiated and put into practice as soon as possible. To accomplish this, a comprehensive vendor selection process was undertaken. The vendor selection process followed was unorthodox, but embodied the spirit of vendor/County teamwork critical to get a redesigned mental health system of care that both the County and responsible vendors can operate successfully. As a result of the scored demonstration, the Mental Health redesign team has accepted the final results and has requested authority to contract with the high scoring contractor, Raintree, Inc. Total contract funding will be approximately \$200,000.00.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR10.140.

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

1. That the contract with Raintree, Inc. may be exempted from formal procurement process. The contract period is from July 1, 2001 to June 30, 2003.

ADOPTED this 9th day of August, 2001.



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

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John Thomas, Assistant County Attorney

MEETING DATE: August 9, 2001
AGENDA NO: C-5
ESTIMATED START TIME: 9:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Holds per ORS 426.215

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

REGULAR MEETING: DATE REQUESTED: Thursday, August 9, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCFS DIVISION: Behavioral Health

CONTACT: Ginnie Churchill TELEPHONE #: (503) 988-5464, ext 24050
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

08/09/01 copies to Ginnie Churchill

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 AUG -2 AM 8:33

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Department of Community and Family Services
MULTNOMAH COUNTY OREGON

Behavioral Health Division
421 SW Sixth Avenue, Suite 600
Portland, Oregon 97204-1618
(503) 988-5464 phone
(503) 988-3926 fax
(503) 988-3598 TDD

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Ginnie Churchill, Senior PDS
Date: 7/23/01
Date of Agenda Placement: 8/09/01
Re: Authorizing designees of the Mental Health Program Director to direct a peace officer to take an allegedly mentally ill person into custody.

1. Recommendation/Action Requested:
Authorize additional individuals to direct peace officers to take an allegedly mentally ill person into custody.
2. Background/Analysis:
Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director Designee Custody. This certification allows the designee to direct the police to take into custody any individual with mental health issues who is judged dangerous to self or others. Police then transport the individual to a treatment center (Crisis Triage Center or emergency room). As agencies experience staffing turnovers, new staff need to be trained and authorized.
3. Financial Impact:
None
4. Legal Issues:
In accordance with ORS 426.215
5. Controversial Issues:
Not aware of any controversial issues.
6. Link to Current County Policies:
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation: N/A
8. Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Lynn L. Hansen	Paula R. Casner	David Sones	Amy M. Cannon
Stephanie Spak	James Rutland	Tricia Smith	Danica Davis
Susan Holden	Kathy Preuss	Kristin Burke	Georgia Wilcox
Susan Valach	Kris Miller	Stacey Moret	Gary Magnuson

ADOPTED this 9th day of August, 2001.

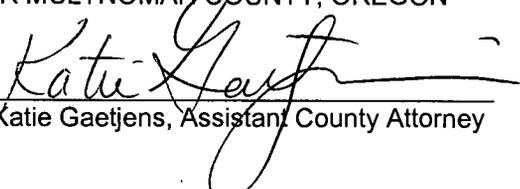
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 01-107

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Lynn L. Hansen
Stephanie Spak
Susan Holden
Susan Valach

Paula R. Casner
James Rutland
Kathy Preuss
Kris Miller

David Sones
Tricia Smith
Kristin Burke
Stacey Moret

Amy M. Cannon
Danica Davis
Georgia Wilcox
Gary Magnuson

ADOPTED this 9th day of August, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

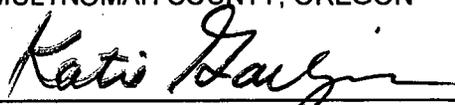


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Katie Gaetjens, Assistant County Attorney

MEETING DATE: August 9, 2001
AGENDA NO: UC-1
ESTIMATED START TIME: 9:00 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Grant of Easement to City of Portland, Oregon for Public Street and Walkway at Children's Receiving Center Property

BOARD BRIEFING: Date Requested: _____
Requested by: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 9, 2001
Amount of Time Needed: 2 minutes

DEPARTMENT: DSCD DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst TELEPHONE #: (503) 988-3851
BLDG/ROOM #: 274

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { }
OTHER

SUGGESTED AGENDA TITLE:

Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and E. Burnside Street for Public Street and Right of Way Purposes.

Attached documents: Supplemental Staff Report; Resolution; DEDICATION FOR RIGHT-OF-WAY PURPOSES

08/09/01 ORIGINAL EASEMENT & COPIES OF ALL
to BOB OBERST SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

01 AUG - 3 11 10 03
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



Department of Sustainable Community Development

MULTNOMAH COUNTY

Facilities and Property Management

401 N. Dixon Street

Portland, Oregon 97227-1865

(503) 988-3322 phone

(503) 988-5643 fax

SUPPLEMENTAL STAFF REPORT

Date: August 2, 2001

To: Board of County Commissioners

From: Robert Oberst, Property Management Supervisor

Requested placement date: August 9, 2001

Reference: Grant of Easement to City of Portland for Public Street and Right-of-Way

- I. **Recommendation/Action Requested:** Board of Commissioners Resolution approving DEDICATION FOR RIGHT-OF-WAY PURPOSES and authorizing Chair to execute said DEDICATION.
- II. **Background Analysis:** The City of Portland requires that Multnomah County grant to the City an easement for public streets and walkway on the County's Children's Receiving Center project prior to issuing a permit for the construction of the project. The locations of the easements are adjacent to the streets and public walkway on the boundaries of the project land. The easements contain approximately 8,128 square feet of land and vary from less than one foot to fifteen feet in width along three sides of the land. The easements will not adversely affect the project construction.
- III. **Financial Impact:** None.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** None.
- VII. **Citizen Participation:** None.
- VIII. **Other Government Participation:** None.

BOGSTAD Deborah L

From: NAITO Lisa H
Sent: Thursday, August 02, 2001 5:02 PM
To: #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4; LINN Diane M
Cc: RAKOWITZ John A; BALL John; CHUCKOVICH Denise E; SCHRUNK Michael D; OBERST Robert J; LINDENTHAL John A; COMITO Charlotte A; BOGSTAD Deborah L
Subject: FW: Sidewalk Easements to City at CRC

Dear Diane, Maria, Serena and Lonnie,

Here is information on an approval needed from the BCC to begin construction on the Child Receiving Center. This did not make it to the Board agenda, so I am asking that we consider it for unanimous consent to the Aug. 9 Board meeting and will ask Bob Oberst to forward the agenda package to you as soon as it is prepared. I don't want to wait until August 24, as there is no meeting on the 16th. I believe this is in the nature of a technical formality and the staff could discuss this on Monday. Thank you for your consideration of this request. Lisa

-----Original Message-----

From: OBERST Robert J
Sent: Thursday, August 02, 2001 3:22 PM
To: NAITO Lisa H
Cc: COMITO Charlotte A; LINDENTHAL John A
Subject: Sidewalk Easements to City at CRC

The City of Portland requires that easements along the boundaries of the Children's Receiving Center property at 102nd & E Burnside Street be granted to accommodate the development of the walkways in connection with the CRC project development.

The total area to be covered by the easements is approximately 8,128 square feet with a combined length of approximately 1,146 feet and varying in width from less than one foot to fifteen feet.

The proposed consideration to be paid by the City for the easement is \$1.00. This is ordinary practice for grant of an easement in this type of situation.

The project permit issuance will be conditioned upon the grant of easement for the County's construction of walkways and landscaping along the public streets.

I am preparing an agenda package for this to be on the August 9th Board agenda and have alerted Deb Bogstad to this. I will send the package to Deb electronically and deliver the original package to your office tomorrow or Monday.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and East Burnside Street for Public Street and Right of Way Purposes

The Multnomah County Board of Commissioners Finds:

- a) The City of Portland, Oregon requires that an easement be granted for public street and walkway purposes in portions of land acquired by Multnomah County for construction of the Children's Receiving Center facilities.
- b) It is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board in this matter be granted by Multnomah County to the City of Portland.

The Multnomah County Board of Commissioners Resolves:

1. The DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board this day be approved and that the Chair be, and she is hereby, authorized to execute and deliver the said DEDICATION on behalf of Multnomah County.

ADOPTED this 9th day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-108

Approving Grant of Easement to City of Portland, Oregon on County Real Property at 102nd Avenue and East Burnside Street for Public Street and Right of Way Purposes

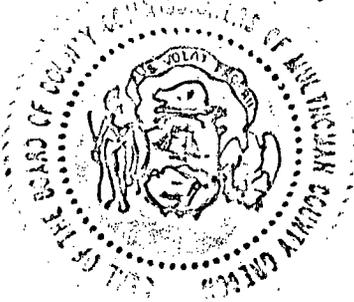
The Multnomah County Board of Commissioners Finds:

- a) The City of Portland, Oregon requires that an easement be granted for public street and walkway purposes in portions of land acquired by Multnomah County for construction of the Children's Receiving Center facilities.
- b) It is in the best interest of Multnomah County that the DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board in this matter be granted by Multnomah County to the City of Portland.

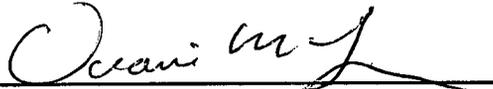
The Multnomah County Board of Commissioners Resolves:

1. The DEDICATION FOR RIGHT-OF-WAY PURPOSES before the Board this day be approved and that the Chair be, and she is hereby, authorized to execute and deliver the said DEDICATION on behalf of Multnomah County.

ADOPTED this 9th day of August, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

DEDICATION FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that Multnomah County, a Political Subdivision of the State of Oregon (the "Grantor"), in consideration of the sum of one (\$1.00) and no/100 dollars, and other good and valuable consideration, to it paid by the City of Portland (the "City"), a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City, an easement for public street and right-of-way purposes in the real property situated in the City, County of Multnomah , and State of Oregon, as shown on Exhibit A attached hereto, and being more particularly described as follows (the "Easement Area"):

R/W #6069-1 (Strip along the south right-of-way line of NE Davis Street)

A portion of that tract of land conveyed to Multnomah County by deed recorded as Document No.2000-072608, Multnomah County Deed Records, more particularly described as follows:

The Northerly 6.10 feet of that portion of land lying South of the South right-of-way line of NE Davis St. and Easterly of a line parallel with the east right-of-way line of NE 102"d Avenue at a distance of 215.00 feet, measured parallel with the south right-of-way line of NE Davis St., from the centerline of NE 102"d Avenue. Containing 1046 square feet.

R/W #6069-2 (Strip between NE 102"d Avenue and NE 103rd Avenue)

The north 15.00 feet of that tract of land conveyed to Multnomah County by deed recorded as Document No.2000-072608, Multnomah County Deed Records, lying westerly of the most westerly right-of-way line of NE 103rd Avenue. Containing 2571 square feet.

1N2E 33, 34

After Recording Return to: _____

106/800/ Brad Gabriel _____

Tax Statement shall be sent to: _____

_____ No Change _____

R/W #6069-3 (Strip along the west right-of-way line of NE 102nd Avenue North of Kilworth Acres)

A portion of that tract of land described by deed recorded on November 24, 1965, in Book 457, Page 164, Multnomah County Deed Records and a portion of NE Davis Street inured to said tract, more particularly described as follows:

Beginning at a point at the intersection of the east right-of-way line of 102nd Avenue (80 feet wide) and the north line of that portion of Davis Street inured to that tract of land described by deed recorded on November 24, 1965, in Book 457, Page 164, Multnomah County Deed Records; thence S88°34'33"E along said north line a distance of 8.00 feet; thence S2°58'38"W parallel with the east right-of-way line of NE 102nd Ave., a distance of 177.29 feet, to the north line of Lot 1, Kilworth Acres; thence N88°27' 49"W along the north line of said Lot 1, a distance of 8.00 feet to the east right-of-way line of NE 102nd Ave.; thence N2°58'38"E along said east right-of-way line a distance of 177.27 feet to the Point of Beginning. Said tract of land containing 1416 square feet.

R/W #6069-4 (Strip along the east right-of-way line of NE 102nd Avenue along Kilworth Acres)

A tract of land being portions of Lots 1, 2 and 3, Kilworth Acres, more particularly described as follows:

The west 28.00 feet of Lots 1, 2 and 3, Kilworth Acres, in the County of Multnomah, State of Oregon. Excepting those portions in the public rights-of-way. Said tract of land containing 1824 square feet.

R/W #6069-5 (Strip along the north right-of-way line of E. Burnside Street)

A tract of land in that portion of East Burnside Street inured to Lots 3, 4 and 5, Kilworth Acres, in the southwest one-quarter of Section 34, Township 1 North, Range 2 East, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon. Said tract being referenced to the engineer's centerline of East Burnside Street. Said centerline is described as follows:

Beginning at engineer's centerline station 99+00, said station being 1362.60 feet north and 1567.63 feet west of the southeast corner of Section 33, Township 1 North, Range 2 East of the Willamette Meridian; thence on a tangent which bears South 88°00'20" East, 1636.47 feet; thence on a tangent which bears South 87°59'10" East, 5260.61 feet; thence on a tangent which bears South 88°01'30" East, 2660.41 feet; thence on a tangent which bears South 87°54'20" East, 3628.19 feet to engineer's centerline station 230+85.63.

Said tract of land to be dedicated is described as that portion of those tracts inured to Lots 3, 4 and 5, Kilworth Acres, lying south of the following described line:

Beginning at point on the northerly right-of-way line of East Burnside Street which is left, 65.00 feet from said engineer's centerline station 115+90.94; thence running easterly to a point that is left, 65.00 feet from said engineer's centerline station 117+41.41; thence easterly to a point on the southerly extension of the east line of Lot 5, Kilworth Acres,

that is left, 60.00 feet from said engineer's centerline station 119+53.62. Excepting those portions in the public rights-of-way. Said tract containing 1271 square feet.

TO HAVE AND TO HOLD the same easement to the City for the uses and purposes aforesaid forever. Grantor does covenant with the City, that the subject property is free from all liens and encumbrances caused by the Grantor

1. GRANTOR'S REPRESENTATIONS; HAZARDOUS SUBSTANCES.

The Grantor makes the following representations concerning the Easement Area:

1.1 Disclosure of Environmental Conditions

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed all results of any report, investigation, survey, or assessment regarding environmental condition of the Easement Area.

1.2 Disclosure of Underground Storage Tanks

After reasonable inquiry and to the best of Grantor's knowledge, Grantor has disclosed whether there are underground storage tanks, as defined at ORS 466.706(20), on or under the Easement Area.

1.3 Defined Terms

For the purposes of the Easement, (a) "reasonable inquiry" shall mean inquiry of Grantor's managers with property management or environmental management responsibility of the Easement Area and review of Grantor's records and (b) "knowledge" shall mean the current actual knowledge of such managers.

2. ALLOCATION OF LIABILITY

It is understood and agreed that this conveyance is not intended to alter the liability of the parties for any release of hazardous substances as defined in any federal, state or local law onto or from the Easement Area.

3. INDEMNIFICATION

3.1 Grantor's Indemnity to the City

To the extent allowed under Oregon Law, Grantor agrees to defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against and to reimburse the City for all claims, liabilities, actions, damages, injuries, costs, loss, demands, actions, suits or expenses (including attorney fees and costs) incidental to the investigation and defense thereof, arising out of the acts or omissions of, or the use or occupancy of, the Easement Area by Grantor, its agents or employees, or resulting from the presence or release of hazardous substances onto or from the Easement Area prior to the Effective Date of the Easement. This indemnity shall not apply to the release of hazardous substances on to or from the Easement Area caused by the officers, agents or employees of the City or third parties not acting under the authority or control of Grantor.

4. EFFECTIVE DATE

The Easement shall be effective as of the date it is signed by all parties.

5. DURATION

The Easement shall remain in effect perpetually; however, it shall terminate automatically in the event that the City of Portland vacates the Easement Area, in which case the City shall execute a recordable document evidencing such termination.

6. MEDIATION

If any dispute should arise between Grantor and the City concerning this Easement or the parties' obligations or activities under the Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the date and year written below.

THE CITY OF PORTLAND

MULTNOMAH COUNTY

By: _____
Title: Commissioner of Public Safety

By: *Diane M. Finn*
Title: Multnomah County Chair

APPROVED AS TO FORM

REVIEWED

By: _____
Title: Deputy City Attorney

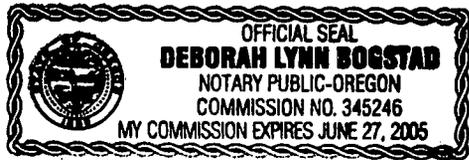
By: *Matthew A. Ryan*
Title: Assistant County Attorney

Date: _____

Date: *August 3, 2001*

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this 9th day of August, 2001, by Diane M. Linn as Chair of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Notary Public for Oregon
My commission expires: 06/27/05

STATE OF OREGON)
)
County of Multnomah)

This instrument was acknowledged before me this _____ day of August, 2001, by _____ as _____ of the City of
Portland.

Notary Public for Oregon
My commission expires: _____



Department of Support Services
MULTNOMAH COUNTY OREGON

Human Resources/Labor Relations Division
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-5135 phone
(503) 988-5670 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dept. of Support Services

DATE: August 1, 2001

RE: Ratification of Multnomah County Deputy Sheriffs Assn. Collective Bargaining Agreement

Recommendation/Action Requested: Ratify collective bargaining agreement.

Background/Analysis:

This is the collective bargaining agreement between the County and the Multnomah County Deputy Sheriffs Association. This three-year agreement is effective July 1, 2001 and ends June 30, 2004. Below is a summary of the major changes in the agreement.

Wage adjustments: Increase of 3% effective July 1, 2001, and increases effective on July 1, 2002 and again on July 1, 2003 equal to the Portland CPI with a minimum increase of 2.5% and a maximum of 4.0%.

Modifications were made to incentive and premium payments: Coach pay incentive decreases from 7% to 6% and back-up coach pay was deleted; First Responder Pay is discontinued; SERT and Dive Teams will receive 2% effective July 1, 2001, 4% effective July 1, 2002 and 6% effective July 1, 2003; Special Investigations Unit will receive 3% effective July 1, 2001; Translator Pay will be 6 hours of on-call pay; shift differential will be paid for hours worked outside regularly scheduled shifts; and Major Crimes Team members will receive a clothing allowance of \$250 effective July 1, 2002, with an increase to \$500 on July 1, 2003. County will provide bus passes at no cost. Phone calls during off hours will be paid at time and one-half for a minimum of 15 minutes or length of call.

Voluntary Achievement Incentive Pay Program modified: Will be based on length of service and attainment of basic, intermediate and advanced DPSST certifications; deleted Fitness Program language added to the last contract.

Holidays: Employees may trade Christmas Day for alternate religious holiday; alternate religious holiday may be declared for Christmas Day; increased number of holidays employees may carry-over from four to six days and increased holiday balance limit from fifteen to seventeen days. The maximum accruable hours were increased from 400 to 500 hours.

Health and Welfare: Language incorporating the EBB structure was added as well as clarifying language on FMLA leave and COBRA coverage. Life insurance increased to \$30,000 and AD&D increased to \$100,000. Retirees of Sworn Law Enforcement Officer's Retirement System term life insurance coverage increased from \$2,000 to \$5,000. An additional eligibility category for retiree insurance benefit was created, added employees with 30 years County service. Employees will be eligible to purchase short-term disability coverage.

Work schedules: Allows for alternate work schedules.

Other changes: Other housekeeping and clarifying changes were made to compensation, workers compensation, vacation leave, health and welfare, settlement of disputes, general provisions and termination articles.

3. *Financial Impact: Increases did not exceed the 3.5% cap on personnel cost increases. The Budget Office has estimated the cost of the proposed collective bargaining agreement. The cost of base pay, overtime and fringe/insurance for FY 01-02 is estimated at \$238,481 based on the number of positions in the FY 01-02 Adopted Budget. Wage increases in the second and third year of the proposed agreement are dependent upon the change in CPI for the Portland metropolitan area. The minimum three year cost of the wage agreement is estimated at \$652,989 while the maximum cost is estimated at \$906,608 - based on 2.5% and 4% change in CPI respectively.*

The additional costs associated with premium/incentive pay provisions are estimated to add below \$35,000 annually to the cost of this agreement.

Appropriations to cover the cost of this agreement in FY 01-02 will be transferred to the Sheriff's Office budget from Contingency accounts in the General Fund and Public Safety Levy Fund.

4. Legal Issues: None

5. Controversial Issues: None

6. Link to Current County Policies:

Incorporated Employee Benefits Board structure changes into this agreement. Negotiated bus pass subsidy which is consistent with the County's implementation of the DEQ Employee Commute Options Program.

7. Citizen Participation: N/A

8. Other Government Participation: N/A

Summary of Changes to MCDSA Contract, July 2001

Article 7 (Holidays)

- Added alternate religious holiday for Christmas day
- Added language allowing trade of Christmas day for other religious holiday
- Increased carry-over of unused personal holidays from 4 to 6 days and increased the balance limit from 15 to 17 days.

Article 8 (Vacation Leave)

- The last contract added item #5 that superceded items #3 & #4. This contract moves item #5 language to #3 & #4 and deletes #5
- Cumulative hours increased from 400 to 500 hours

Article 9 (Sick Leave)

- Housekeeping changes

Article 10 (Other Leaves)

- Deleted Law Enforcement Professional Incentive Program language.

Article 11 (Health & Welfare)

- Language changed to reflect EBB
- Retiree benefit language added
- Term life insurance was added for \$30,000
- AD&D coverage was increased from \$20,000 to \$100,000
- LE Officer's Retirement term coverage was increased from \$2,000 to \$5,000
- Short Term Disability was added

Article 12 (Workers' Compensation)

- Housekeeping changes

Article 15 (Hours of Work)

- Language was added to reflect alternate work schedules.

Article 16 (Compensation)

- Wage increase was changed from 3.3% to 3%
- Language was added regarding DPSST Certification
- Language was added regarding wage adjustments to the Portland CPI-W
- Language was added regarding longevity pay at 15th and 21st years of service
- Language was added regarding calls at home not covered by callout pay
- The County subsidized bus pass was added
- Coach pay incentive pay was changed from 7% to 6% and back-up coach pay was deleted
- Hazardous Materials Premium (SERT and Dive Team)
 - 2% premium effective 7/1/01
 - Premium increases to 4% on 7/1/02
 - Premium increases to 6% on 7/1/03

- A 3% premium was added for SIU work
- A premium was added for Translator work
- All language regarding First Responder Pay was deleted
- Evening shift start time was changed from 3pm to 2pm
- Language was added regarding shift differential for hours worked outside regularly scheduled shifts
- A clothing allowance of \$250 was added for Major Crimes Team members, effective 7/1/02, and the allowance will increase to \$500 on 7/1/03

Article 17 (Voluntary Achievement Incentive Pay Program)

- Language changed regarding requirements and DPSST Certification
- Language regarding the Fitness Program was deleted

Article 20 (Settlement of Disputes)

- Housekeeping changes only

Article 21 (General Provisions)

- Housekeeping changes only

Article 24 (Termination)

- Housekeeping changes only

ADDENDUM A

Base Hourly Rates Effective July 1, 2001

LEVEL	CLASSIFICATION	Steps					
		1	2	3	4	5	6
NEW HIRE	DEPUTY SHERIFF	19.15	20.49	21.40	22.13	23.07	23.99
18 MO/ BASIC DPSST - 2.5%	DEPUTY SHERIFF	19.63	21.00	21.94	22.68	23.65	24.59
INTERMEDIATE DPSST - 5%	DEPUTY SHERIFF	20.11	21.51	22.47	23.24	24.22	25.19
ADVANCED DPSST - 10%	DEPUTY SHERIFF	21.07	22.54	23.54	24.34	25.38	26.39
NEW HIRE	SCIENTIFIC INVESTGATOR	20.87	21.69	22.61	23.60	24.47	25.42
18 MO/ BASIC DPSST - 2.5%	SCIENTIFIC INVESTGATOR	21.39	22.23	23.18	24.19	25.08	26.06
INTERMEDIATE DPSST - 5%	SCIENTIFIC INVESTGATOR	21.91	22.77	23.74	24.78	25.69	26.69
ADVANCED DPSST - 10%	SCIENTIFIC INVESTGATOR	22.96	23.86	24.87	25.96	26.92	27.96
NEW HIRE	SERGEANT	23.49	24.48	25.46	26.41	27.44	28.74
18 MO/ BASIC DPSST - 2.5%	SERGEANT	24.08	25.09	26.10	27.07	28.13	29.46
INTERMEDIATE DPSST - 5%	SERGEANT	24.66	25.70	26.73	27.73	28.81	30.18
ADVANCED DPSST - 10%	SERGEANT	25.84	26.93	28.01	29.05	30.18	31.61

NEED
COPY OF
SIGNATURE
PAGE

2001-2004
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION



Labor Relations Section
501 SE Hawthorne, Fourth Floor
Portland, OR 97214

This document is available in accessible format upon request

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2001-2004

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

And The

MULTNOMAH COUNTY DEPUTY SHERIFFS

ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of individual officers. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 2
RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Scientific Investigators and Sergeants; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

ARTICLE 3
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 4
ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

ARTICLE 5
CHECK OFF AND SERVICE FEE

A. The County agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and regular assessments of those Association members who individually request such deductions in writing;

2. A monthly service fee, in lieu-of-dues and regular assessments, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of becoming an employee. This service fee shall be segregated by the Association and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

B. The Association expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the monthly service fee (Section A.1. above) to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof, the employee shall request that such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

C. The Association expressly agrees that no funds derived from the monthly service fees shall be expended for political purposes by the Association.

The amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Association by the first day of the succeeding month after such deductions are made. Any change in the amounts to be deducted requires thirty (30) days advance notice from the Treasurer to the County.

The amount of the monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Association members of the bargaining unit.

D. The County agrees to furnish the Association each month a listing of all new employees covered by this Agreement hired during the month, and of all employees covered by this Agreement who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home addresses.

E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Article. In the event that any forum decides that any part of this Article is invalid and/or that reimbursement of the monthly service fee to non-members must be made to employees affected, the Association shall be solely responsible for such reimbursement.

ARTICLE 6
NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, or strike takes place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

ARTICLE 7
HOLIDAYS

A. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year, and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King Jr. to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.3 hours of personal holiday time for each full month remaining in the fiscal year.

If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or above, Christmas Day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for, or works on December 25 at the employee's straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade.

The Sheriff may, upon ten (10) days notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate religious holiday) to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays. Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations. Consistent with the needs of the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an employee shall be granted a personal holiday upon fifteen (15) days' notice or upon mutual agreement. Upon demand by the employee or the Association, the Sheriff's Office will provide in writing the reason(s) for any denial of such request within three (3) working days.

C. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Effective July 1, 2000, personal holidays, which have not been used by June 30 of the fiscal year, shall be forfeited except that the employee may carry over into the next fiscal year up to six (6) unused personal holidays. However, in no event may an employee's beginning holiday balance exceed seventeen (17) personal holidays as of July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

In no event shall an employee be paid for unused personal holidays at the time of termination.

D. Court Holidays. Employees who are assigned to units, which observe court holidays shall be allowed to work in other assignments on the court holiday, provided they have notified the County at least thirty (30) days in advance of their intention to work on the holiday. It shall be the County's responsibility to assign the work, consistent with the employee's normal hours of work.

ARTICLE 8
VACATION LEAVE

A. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

1. Less than Five (5) Years - Two (2) Weeks per Year.

Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.

2. Five (5) Years but less than Ten (10) Years - Three (3) Weeks per Year.

10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

3. Ten (10) Years But Less Than Fifteen (15) Years – Four (4) Weeks Per Year.

20,880 straight time hours, but less than 31,320 straight-time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours) vacation.

4. Fifteen (15) Years or More – Five (5) Weeks per Year.

31,320 or more straight-time hours of continuous service, .0961 hours per straight-time hour worked, cumulative to five hundred (500) hours; and shall be entitled to five (5) weeks (i.e. 200 hours) vacation.”

For the purposes of this Article, continuous service shall not be terminated by voluntary termination or involuntary termination due to the expiration of a layoff list, but shall be terminated for discharge for cause. Time in continuous service shall exclude any leave of absence without pay, except for Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) leave or any other leave guaranteed by law, which exceeds thirty (30) calendar days and breaks between periods of regular MCSO employment.

B. Vacation Times. Employees shall be permitted to choose either a split or an entire vacation. Vacation sign-up will be in workweek (40 hour) blocks during the first seniority preference sign-up. Vacation times shall be scheduled by the County. Scheduling shall be based primarily on the needs of efficient operations and the availability of vacation relief. Sign up for vacation shall be during or prior to January of each calendar year. Within each unit and shift assignment there shall be an annual sign-up and every employee shall have the right to express his preference for vacation time, but vacation time shall be determined on the basis of seniority, within job classification. Each employee will be permitted to exercise his right of seniority only at the annual sign up. The right of exercise of seniority will be limited in total for compensatory time off, personal holidays and vacation sign up to the amount of the employee's annual vacation.

C. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

ARTICLE 9
SICK LEAVE

A. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked, to be used in the event of his illness or illness of a member of his immediate household. Sick leave may be accrued on an unlimited basis.

In cases where the employee is absent in excess of three (3) days, the County may, selectively, without discrimination, request from such employee a physician's statement verifying that the absence was due to illness.

B. Death. In addition to regular sick leave, an employee shall be granted not more than three (3) days leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. If such funeral is beyond 500 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the Sheriff for travel and personal considerations.

C. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner who, with the employee, has executed and filed with the Multnomah County Tax Information Office, Domestic Partner Registry, a current Affidavit of Domestic Partnership, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, if an employee has a domestic partner as described above, that domestic partner's children shall be treated as children of the employee if, before their death, the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support and parental guidance. Further, the legally recognized parents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other

than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff upon request.

D. Maternity Leave. Use will be subject to the same standards as any other illness or injury under the terms of this article and as required by FMLA/OFLA.

E. Parental Leave. Sick leave may be used by employees during Parental Leave as defined by FMLA/OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

ARTICLE 10
OTHER LEAVES

A. Leave of Absence. Leaves of absence without pay for a limited period may be granted for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period. Leaves of absences without pay for educational purposes may be granted under the terms of this Section.

Any employee who has been granted a leave of absence and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to expiration of his leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he was unable to request an extension of leave by reason of sickness or physical disability.

B. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to noon, he shall report for work.

C. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

D. Association Business. Employees elected or selected by the Association to do work which takes them from their employment with the County shall, at the written request of the Association, be granted a leave of absence without pay for up to thirty (30) days at the request of the Association.

E. Maternity Leave. Maternity leave without pay shall be governed by Section A of this Article.

F. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to

the proposed enrollment. If approved in writing prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, the County may advance the cost of tuition and incidental expenses if, in the County's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, the County will have the right to deduct the amount of the advance from his pay or use other means to collect the amount of the advance.

G. Military Service.

1. Leave With Pay. In compliance with State law (ORS 408.290) following six (6) months of employment, any employee may apply for a leave of absence with pay for any period of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States. Such leave with pay and without loss of benefits or accrual of benefits shall not exceed fifteen (15) calendar days in any one (1) calendar year.

2. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days' notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this Section 2 shall be suspended for twelve (12) months from the date of the second infraction.

3. Leave Without Pay. In compliance with Federal law (38 USC CH. 43, Part III), an employee shall be granted military leave without pay for such days as are not compensated under the provisions of subsections 1 and 2 above. There is no limitation on the number or duration of such leaves. An employee on such leave shall preserve the seniority status, pay, and vacation he would have had if he had not been absent for such purposes.

ARTICLE 11
HEALTH & WELFARE

A. The Employee Benefits Board. By memorandum of Agreement ratified February 2001 between the parties, the parties agreed that during the term of this collective bargaining agreement, administration of health benefits shall be covered and governed by the Employee Benefits Board Governance Agreement. The purpose of a governance structure is to enable the Employee Benefits Board (EBB) and the County to achieve their goals. The governance document establishes a protocol of the governing body and a systematic approach to a cooperative labor-management forum.

B. Membership. Voting Membership of the EBB shall consist of:
One (1) representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;

One (1) management representative appointed by the Chair who represents the interest of the employer, and

One (1) non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.

An alternate to the designated representative may attend and vote.

Each voting member will have one (1) vote to cast.

C. Membership Training. Members will be provided training associated with the EBB. The Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area), and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training.

Training will be provided to:

a. Three (3) Members/year

Local 88, ONA, MCCOA, IUOE, Deputy Sheriff (MCDSA)

b. Two (2) Members/year

Non-represented, Local 701, Management, Juvenile Group, IBEW (Local 48), Painters

D. Membership Role. The role of the membership is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Participate in EBB meetings;
 - Discuss and make recommendations with regard to County health and welfare benefits;
 - Vote on proposals, if appropriate;
 - Attend approved training and educational forums related to Health Benefits;

One (1) EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and at the request of the Benefits Administrator, may participate in other EBB activities.

E. Benefits Administrator Role. The Benefits Administrator shall be a non-voting member. The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program and EBB adhere to legal mandates;
- Manage the Health Fund;
- Oversee other benefit programs such as Health Promotion to promote the health and welfare benefits for County employees;
- Provide data as requested by the EBB; and
- Track claims experience by bargaining units.

F. Legal Responsibilities. The Health Plan is subject to various legal mandates that protect the benefits of plan members. These legal mandates create a set of standards that apply to public entities concerning plan administration, management, or plan design and, in particular, communication of the benefit plans contents or changes. Only the Human Resources Division Benefits Unit, will have actual legal authority to convey plan documents and benefits to plan members. Other information issued by EBB shall be for information purposes only and not binding upon the plan.

Changes mandated by law shall be carried out by the Benefit Administrator and discussed with the EBB prior to implementation.

G. Meeting Process. The meetings shall comply with any applicable law. Meetings require attendance of one-half (1/2) of the voting membership to be considered a quorum. The meeting minutes will record the following:

Members present;

Motions, proposals and their dispositions;

Results of all votes and the vote of each member by name and the organization that they are representing;

The substance of any discussion on any matter; and

A reference to any document discussed at the meeting.

The forgoing shall not apply to discussions pertaining to changes to collective bargaining agreements.

H. Voting. A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the Benefits Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

I. Proposals.

1. The Benefits Administrator may propose to the EBB any changes or actions specific to his role identified above. The EBB voting members may propose benefit plan changes via any five (5) EBB voting members. Prior to submission to the Benefits Administrator, the five (5) members must unanimously approve the proposal.

The written proposal must be submitted two (2) weeks in advance of the next EBB meeting, unless the Benefits Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

2. If the proposal is passed by the EBB, the Benefits Administrator may either a) accept the proposal; b) provide two (2) alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the Benefits Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the Benefits Administrator.

J. Meetings per Calendar Year. The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda, voting members shall be notified two (2) weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

K. Health Fund. The Health Fund will be funded by:

1. Full-time employees, (FTE's) Monthly contributions paid by Departments based upon the number of FTE's, shall be on a composite rate for medical and dental health insurance projected premium equivalents (defined as actual premiums and those costs identified in paragraph 7 below). The initial composite rate will be based upon projected total premiums and premium equivalents divided by the number of full-time (.80 FTE and above) employees as of February 1, 2001. As of July 1, 2001 this amount is \$568.72 per eligible full-time employee.

2. (Part-time employees) Monthly contributions paid by Departments for part-time employees shall be based upon a separate composite rate for both medical and dental premiums and the part-time employee's portion of the other referenced costs. The annual composite rate for the medical portion shall be adjusted during the second year, beginning July 2002, and will be based upon actual demographics of the

part-time employees for health coverage. The annual composite rate for each subsequent year will be no less than the previous year plus CPI-W. The medical composite rate shall increase annually according to the cost sharing terms. The dental composite rate shall follow the cost sharing terms.

3. Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and

4. Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and

5. Interest on the Health Fund shall remain in the Health Fund including Incurred But Not Reported Claims (IBNR) set aside.

6. Initially on July 1, 2001, the unions and the non-represented employees' representative agree to contribute their MCEBB incentives to the fund as contained in the Health and Welfare Article (or subsequent amendments) of all applicable collective bargaining agreements or ordinances. The Health Fund will be at a "zero" deficit for the health plan year ending June 30, 2001, i.e. nothing shall be owed by the Health Fund for either IBNR or the previous year's expenses. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund throughout the following plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.

7. Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, IBNR claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses and other

miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

L. Eligible Employees. The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

1. Full-time Employees- Full-time employees, those employees who are regularly scheduled to work 32 or more hours per week, may elect one (1) of the plan options or opt-out with proof of other coverage. Opt-out reimbursement is limited to \$150 per month. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

2. Part-time Employees- Part-time employees, those employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase either Kaiser or the Plus Plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. Part-time employees who opt-out of medical plan coverage will be reimbursed \$75 per month with proof of other coverage.

3. The Dental Plans will offer the same benefits as plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half (1/2) of the dental premiums.

M. Plan Document. The Plan Document shall set forth the dates, times, eligibility, default enrollment and administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA/OFLA, leave of absences, COBRA, flexible spending accounts, and reinstatement provisions.

N. Retirees Health Fund/Benefits. The health and welfare plan of the retirees is not subject to the governance or funding of the EBB.

O. Cost Sharing for Medical/Vision and Dental Plans. The cost of health insurance is driven by many external factors outside of the control of the County and the EBB. It is the mutual interest of both parties to ensure that health care costs are reasonable and somewhat predictable. Sharing costs and building financial safeguards that protect both the employees and the County from open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to the following:

1. July 1, 2001-

- a. Self-Insured Medical Plans County paid at 100%
- b. HMO (Kaiser) County paid at 100%
- c. Dental Plan County paid at 100%

2. July 1, 2002-

a. Self-Insured Medical Plans. County pays at the 2001 contribution rate plus CPI-W* of the total premium (which includes all premium costs and other applicable administrative costs) then, equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

b. HMO (Kaiser). County pays at the County 2001 contribution rate (which includes total premiums and applicable administrative costs) plus CPI-W and 5% of the 2001 contribution rate and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year, the total premium increase is less than County contribution, that portion of the County contribution will go toward building the Health Fund.

c. Dental Plans. County pays at County 2001 contribution rate plus CPI-W of the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year,

the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

3. July 1, 2003-

a. Self-Insured Medical Plans. County pays at the 2002 contribution rate plus CPI-W of the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

b. (HMO) Kaiser. County pays at the 2002 contribution rate plus CPI-W and 5% previous year's premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year, the total premium increase is less than County contribution, that portion of the County contribution will go toward building the Health Fund.

c. Dental Plans. County pays at the County contribution rate of 2002 plus CPI-W of the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund). If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

*CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and Clerical Workers Cost of Living Index - Second Half.

4. Employees will pay no more than 10% of the total premium costs in any plan option and any coverage level unless agreed to by the EBB. To the extent the employee's contribution exceeds 10% of the premium, the County will pay the premium excess above the 10% from sources outside of the Health Fund. Employee's

contribution shall be based upon a tiered structure with each plan experience rated separately.

5. If any one plan option increases more than 25% for a plan year, the EBB will agree to either have the employees pay for the amount of the premium above the 25% or reduce the benefit plan to a level that would reflect no more than a 25% increase level. If no agreement can be reached, the County may agree to either pay for the additional premium or change the benefit plan to a level that would reflect no more than a 25% increase for that plan year.

6. Also, if any one plan other than the Major Medical Plan has less than 5% of the County employees enrolled, the County may remove that plan option at the end of the plan year.

7. LTD/STD. The Long Term and Short Term Disability Insurance is not subject to governance by the EBB.

P. Summary of Governance and Long Term Resolutions. With this agreement, it is the intent of the parties to work towards developing a cooperative labor-management forum for managing Multnomah County employees' health and welfare benefits. This initial three (3) year agreement begins a process where a more responsive forum than previously available can study, evaluate and modify the health and welfare benefits for employees. This forum will allow the EBB to effectively address the impact of technology, the escalation of costs, legal mandates, and the need for quality health care. If at such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to incorporate this agreement into each collective bargaining agreement of participating bargaining units, subject to the ratification of this agreement by each bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of participating labor organizations to bargain collectively over health and welfare benefits for their members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at the expiration of this agreement. Any labor organization that withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters governed by the EBB.

Q. Eligibility.

1. Initial Eligibility and Scope. Coverage under Section L of this Article shall include the employee and his immediate family (i.e. wife/husband and eligible children), his domestic partner, and their eligible dependents as provided in (2) below. Eligibility for coverage commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Employees who have not submitted their enrollment forms by the times prescribed in this section will be covered in accordance with the default provisions of this Article. Initial qualification for coverage, termination and resumption of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteenth (15th) day of the calendar month in which the employee's County employment has terminated, coverage toward which the County contributed will lapse at the end of the immediately succeeding calendar month (example: employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31).

b. Coverage on Unpaid Leaves of Less Than 30 Days. Employee's benefits coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration.

c. Coverage During FMLA/OFLA Leaves. The County will contribute toward medical/vision coverage during an unpaid FMLA/OFLA leave to the extent required by law. In addition, the County will continue any monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more

than thirty (30) days after the FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence as per paragraph (d) below except that the last day of FMLA/OFLA leave will be deemed the employee's last day in pay status.

d. Non-FMLA leaves.

i. Lapsing of County Subsidized Coverage. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31).

ii. Self-Paid Benefits. During an unpaid non-FMLA leave, employees may continue to participate in County medical and dental benefit plans on a self-pay basis as mandated by law through COBRA elections.

e. Continuation of Coverage on Return from Unpaid Leave.

i. Subject to (ii) below, employees returning from a leave of absence without pay will be reinstated to the same medical and dental plans (or successor plans) they had when their County-paid coverage lapsed. If they return from leave their first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

ii. Employees returning from unpaid leave in the plan year following the plan year in which their leave began may enroll not in different plans

within thirty-one (31) days of their return, unless they have enrolled in a different plan at the time of the open enrollment falling during their leave. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

2. Coverage of Spouses and Domestic Partners. A covered employee may enroll his spouse or domestic partner with whom he has a domestic partnership and the partner's eligible dependents for coverage under Section O of this Article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner" is a person with whom the employee has a close personal relationship and jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. However, if the employee and the domestic partner are registered in the Domestic Partner Registry, the six (6) month waiting period is waived. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone
- each is at least eighteen (18) years of age
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner
- they are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Benefits Office a copy of an affidavit of Domestic Partnership. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the

same manner as to married employees. All dependents must be enrolled in the same plans, medical and dental, as the employee.

3. Notice Required of Employee Upon Termination of Marriage or Domestic Partnership. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Benefits Office a copy of the Statement of Termination of Marriage/Domestic Partnership within ninety (90) days of death, divorce, or dissolution of domestic partnership. In addition, employees must remove from coverage a child who has become ineligible because he is 23 years old, or for any other reason within ninety (90) days of disqualification. To protect COBRA rights, employees must notify Employee Benefits Office within sixty (60) days of the qualifying event. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days of the qualifying event will be required to reimburse the County for premiums paid for the time the spouse, partner or child was no longer eligible for coverage. Federal law shall govern COBRA eligibility for disqualified dependents.

4. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the same medical and dental insurance plans as the covered employee. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children.

5. Default enrollment. New full-time and part-time employees who fail to submit timely application for "opt out" benefits under section Y below or for enrollment into medical and dental plans described in section O above will be enrolled in the Major Medical indemnity plans by default effective upon the date that the coverage would have taken effect if the employee had submitted an enrollment form on the last date such form had been timely. Eligible dependents of such employees may be enrolled in the same plans if the employee submits an application within fifteen (15) days of receiving notice of his default enrollment.

R. Life Insurance. The County agrees to continue providing each employee covered by this Agreement with the existing term life in the amount of thirty thousand dollars (\$30,000) and accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000). Retirees of the Sworn Law Enforcement Officer's Retirement System will be provided with five thousand dollars (\$5,000) term life insurance coverage. Employees shall designate their beneficiaries.

S. Successor Plans. The County may change the above insurance plans subject to the following terms and limitations:

1. If the County chooses to change from a plan which is still available, the County agrees to provide to affected employees a substitute plan of the same service delivery type at substantially the same or better benefit level as assessed by the aggregate value of benefits in the plan provided that this does not apply to plans approved by EBB.

2. If the County changes from a current plan because it is no longer available, the County agrees to provide a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level as assessed by the aggregate value of benefits in the plan subject to EBB approval. If a plan or carrier is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier and EBB approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed coverage in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

T. Retiree Medical Insurance.

1. For purposes of this section, "retiree" refers to a person who meets the criteria of paragraph 6 below, who separated from service from the County on or after the original implementation date of this section and, at the time of retirement, occupied a position covered by the Deputy Sheriffs bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the Deputy Sheriffs bargaining unit.

2. The implementation date of this section shall be March 31, 1990; provided, that bargaining unit members who retired on or after July 1, 1989 but before

March 31, 1990 shall upon attainment of age 58 or older on or after March 31, 1990 be eligible to receive County-paid benefits as provided in this Section if the retiree continuously self-paid the premium for his County medical insurance plan from the date of retirement until the date of his eligibility for County-paid benefits as provided in this section.

3. Except as otherwise provided in this Section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

4. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

5. The retiree shall be responsible for promptly notifying the Employee Benefits Office in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

6. Retiree Benefits Eligibility.

a. If a retiree has thirty (30) years of continuous County service, regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of the retiree and his eligible dependents, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

b. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

i. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

ii. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

iii. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

7. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection 6 of this section.

8. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement).

9. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed the Public Employees Retirement System (PERS) to regularly deduct his portion of the premium from his pension check and remit that amount to the County's collections agent, or if it is of sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply.

The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

10. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical and/or dental insurance or benefits plan which provides retirees with medical benefits or insurance

coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to the Association and retirees affected by the cancellation.

11. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium, so that net County costs will remain unchanged). In such event, upon request by the County, the Association agrees to meet and discuss alternatives, which may have greater tax advantage for members and the County.

12. Subject to any limitations imposed by applicable law, if employees contribute toward medical insurance by payroll deduction, the employer contribution toward eligible retirees' insurance under this article shall be 50% of the contribution it makes for an active employee on the same plan and participation level, rather than 50% of the premium.

13. A joint County/Association committee will be formed to study options to help defray or offset the cost of medical premiums for retirees. The committee's recommendations will be addressed in the 2004 successor negotiations. The mutual intent of the parties is to have a proposal ready for presentation for the 2004-2007 collective bargaining agreement.

U. Long-Term Disability Insurance. The employer shall purchase on behalf of each employee that works twenty (20) hours or more a week a long-term disability insurance policy. The policy provisions shall provide benefits identical to those provided under the group long-term disability policy 604829, dated September 1, 1988; the provisions of which shall be the same as in the UNUM group policy except that the elimination period shall be ninety (90) days and the minimum guaranteed benefit shall

be two-thirds (66.2/3%) of compensation, less offsets at time of disability, covering a disability for up to two (2) years. The County may not terminate a disabled employee (except for cause unrelated to the disability) during the period of disability.

V. Short-term Disability Insurance. Any full-time employee covered by this Agreement may participate in the Short-Term disability insurance program. The monthly premium must be paid individually through payroll deduction. Short-term disability elimination period is thirty (30) days with benefits ending at the ninetieth (90th) day. These forms are processed by the Employee Benefits Office. Qualification is subject to the eligibility requirements of the disability carrier contract.

W. Prescription Drug Rider/Kaiser. Subject to section O, the employer shall pay the full cost of a five dollar (\$5) co-pay prescription drug plan for employees participating in the Kaiser Medical Plan.

X. Medical Spending Account. The County shall be authorized to offer members of the bargaining unit the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible un-reimbursed medical expenses with pre-tax funds.

Y. Waiver of Coverage. The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

Z. Health and Security of Persons and Facilities; Administrative Search Authorized.

1. To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of MCSO employees, MCSO clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and breathalyzer-based alcohol testing program in which Deputy Sheriffs and Sergeants may be required to participate, subject to the limitations described in this section.

2. The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the sample is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol, controlled substances, or other drugs). Further, to the extent permitted by law, the program described in this section may provide for urinalysis based testing without suspicion or warrant. However, such suspicionless or warrantless tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner prescribed by MCSO rules.

3. The giving of a urine sample as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

4. The parties agree that the results of an urinalysis-based test undertaken pursuant to this section without reasons or procedures that would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

5. Prior to implementing a revised testing program pursuant to this section, the Sheriff or his designee(s) shall give the Association specific notice of the contents of such program and of any substantial changes in the program made pursuant to Association comments thereon and before initial implementation. Thereafter, the Sheriff shall give the Association notice of any substantial revisions of the plan. The Association shall have thirty (30) days to submit comments to the Sheriff or his designee(s) on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions

following implementation. The Association may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

6. The employer shall give each current employee and each new hire a copy of the program procedures, related work rules, and of any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff or Sergeant.

7. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

8. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

9. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, next against unused personal holidays until exhausted, and finally against leave without pay if authorized by the employer. This section shall not preclude the employee from using catastrophic leave in accordance with and subject to the terms of the County catastrophic leave ordinance.

10. Only a laboratory certified by the State of Oregon may be used to perform test analysis under the program. However, on or after July 1, 1994, the laboratory that performs such test analysis shall also be certified by SAMSHA. Testing

procedures for all employees shall be governed by the same standards as apply to employees whose jobs require a Commercial Drivers License e under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

11. The County will contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO). He will review preliminary positive tests with employees and any relevant health care providers before the results are reported to the County. Based on his professional judgment, he may change the preliminary positive test result to negative. (NOTE: The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative test result). In addition, the following safeguards will apply:

i. The testing laboratory will issue test results only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three (3) work days after receipt of the results by the County.

ii. If the employee disagrees with the results of the drug test, the employee may request, in writing within five (5) days of receipt of the test results, that the sample be re-tested at the employee's expense by the testing laboratory. The results of any such retest will be deemed final and binding and not subject to any further test. Failure to make timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of re-testing.

iii. Test results are medical records, and will be handled in accordance with applicable federal and state law and County Administrative Procedures concerning confidentiality and disclosure of such records.

ARTICLE 12
WORKERS' COMPENSATION

A. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

B. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he will be unable to return to the County and fully perform the duties of the position he last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

C. The County shall supplement the amount of statutory benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of 100% of his semi-monthly net take home pay, subject to the following conditions:

1. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation as time loss on an approved claim.

2. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

3. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been work days.

4. The employee will receive supplemental payments for each day of absence for which he receives Workers' Compensation time loss payments.

5. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by and at the County's expense, setting forth the disability, current conditions and anticipated length of continued absence. Based upon the physician's statement and the specific circumstances surrounding the nature of continued disability, it shall be within the sole and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide any continued supplemental benefits or PERS Continuation. However, revocation of supplemental benefits or benefits under the PERS Continuation Program provided under this Article shall not be arbitrary or capricious.

D. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

E. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

F. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits.

G. The County shall continue to make retirement contributions, including employee "pick up," based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

H. The employee shall receive his supplemental benefits for a given pay period on the regular payday for that period.

I. PERS Continuation Program.

An employee with ten (10) or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

1. Written Election.

Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah

County Finance Division, Payroll Office. A copy of the election form is attached as Addendum "D" of this Agreement.

2. Benefits.

The employee will receive 100% of his regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section C of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

3. Duties of Participating Employees.

a. The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

b. The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on

or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

4. Delinquency.

a. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

b. County Duty to Notify Employee.

When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

c. Collection Fees for Late Payments.

In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one (1) week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106), (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee. The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In

addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

d. Request for Penalty Waiver.

A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

5. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Deputy Sheriff, Sergeant or Scientific Investigator with Multnomah County. Once selected, the election shall continue for three (3) continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 13
TORT CLAIM DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

ARTICLE 14
SENIORITY & LAYOFF

A. Definition of Seniority. Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

B. Computation of Seniority. In computing seniority, the following factors will be taken into account:

1. Seniority through and including April 30, 1987.

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

2. Seniority for time served subsequent to April 30, 1987.

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

- a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.
- b. Time on authorized leave taken with pay will be counted.
- c. Time spent on a leave of absence without pay that exceeds thirty (30) days will not count. Time spent on a temporary assignment to a non-sworn position outside the Sheriff's Office shall be considered a leave of absence without pay.
- d. Time spent in a trainee or temporary capacity (e.g., PEP or Intern Programs) will not be included.

e. Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

f. Employees who transferred to lower classifications (or classifications previously held) will be understood, for purposes of these guidelines as having accrued seniority in their present classifications plus the seniority accrued in the higher classifications held by them prior to their transfer.

g. Time spent on layoff will not be included.

h. Service is "broken" for purposes of this article by discharge, voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer was by reason of layoff and the employee remains on the layoff list.

C. Layoff. Reductions in force are to be identified by classification. Employees holding positions shall be subject to demotion, transfer, or layoff options in inverse order of seniority.

D. Bumping Rules.

1. Employees Without Permanent Status. Within a classification, temporary, probationary, and other employees who do not have permanent status will be laid off before employees with permanent status and will not be placed on layoff lists and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

2. Part Time Employees. Part time regular employees may bump less senior regular employees within the same classification subject to the other provisions of these guidelines.

3. Transfer to a Lower Classification.

a. Right to Transfer. An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority than an employee in the lower classification. Transfer will occur only if the employee meets the minimum qualifications in the transfer contemplated.

b. Definition.

i. A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the Layoff provisions of this Agreement: Deputy Sheriff, Scientific Investigator, Sergeant, provided, however, that a Sergeant who has never been a Scientific Investigator cannot bump a Scientific Investigator.

ii. A "classification previously held" refers to a classification in which the employee served as a regular employee and for which he continues to qualify.

iii. For purposes of this Agreement, "sworn employee" is defined as an employee who is certified by the Department of Public Safety Standards and Training (DPSST) as a police officer and is employed by the Sheriff's Office in such capacity.

4. Trial Service Period.

An employee who has not completed a trial service period following promotion shall be afforded bumping rights to the classification previously held prior to promotion according to seniority.

5. Exempt Sworn Employee.

An employee may be bumped by an exempt sworn employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event time served in exempt sworn status shall be counted and such service shall be deemed part of the promotional line as specified in Section D.3.b.(i) above.

6. Permanent Employees on Temporary Appointment.

A person who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

7. Transfers to a Higher Class. Contemplated transfers to a higher level position shall be treated as a promotional opportunity and shall be open to other employees who wish to apply.

E. Placement on the Layoff List.

1. Notice.

All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff and shall further advise that the layoff is for reasons not reflecting discredit on the employee. The Association shall also receive such notification.

2. Offer of Transfer or Demotion.

An employee who is subject to layoff and who is offered a transfer and/or demotion option will indicate a preference within three (3) working days. Failure to do so will be deemed as agreement to accept layoff status.

3. Placement on List.

The name of an employee who is laid off shall be placed on a layoff list for the classification that he last held and any other lower classification in the promotional line. An employee who accepts a transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which he was demoted.

4. Time in Layoff Status.

Employees are entitled to have their names remain on a layoff list for twenty-four (24) months from the date of layoff or demotion in lieu of layoff.

Employees will be removed from the layoff list only under the following circumstances:

- a. Upon written request of the employee; or
- b. Upon election to take retirement status; or
- c. Upon acceptance of permanent reappointment from the layoff list; or
- d. Upon declining an offer of permanent reappointment; or
- e. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

5. Listing by Seniority.

Names of employees laid off in good standing shall appear on the layoff list according to seniority within that classification.

F. Recall of Laid-Off Employees.

When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reason that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

G. Retirement.

It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

H. Annexation.

1. Intergovernmental Agreement List.

No provision of this Article shall be deemed to alter the order of employees on the list appended to the intergovernmental agreement governing annexation between Multnomah County and the City of Portland.

2. Employees Hired Subsequent to the Annexation Agreement.

a. No employee hired subsequent to the above cited annexation agreement will be transferred to the City of Portland in advance of employees already on the intergovernmental agreement list.

b. Layoffs unconnected with annexation shall be in reverse order of seniority.

ARTICLE 15
HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B. Work Week. The work week shall consist of five (5) consecutive days. The work week may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day as assigned by the Sheriff. Employees may voluntarily choose to split days off subject to the agreement of the Sheriff or his designee(s). This schedule is subject to rescission or modification in the same manner as a workweek schedule providing consecutive days off. Alternate work schedules may be implemented upon mutual agreement of the parties.

C. Work Day. The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have the same starting and quitting times.

D. Shift Assignment. Whenever there is more than one (1) shift within the same job classification within a unit of the Sheriff's Office, employees may indicate their preference of shift and days off according to their respective seniority. Sheriff or his designee(s) will make shift assignments based on indications of seniority preference to the extent that they are consistent and do not conflict with the needs of the Sheriff's Office as reasonably determined by the unit commander. Such need will be documented in writing upon written request made to the Sheriff by the Association President.

E. Work Schedules. Work schedules showing the employee's shift, workdays and hours shall be posted on the employee's unit bulletin boards at all times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days. If the Sheriff changes an employee's days off on an involuntary basis from those assigned as a result of the annual sign-up, and such change results in a shorter

weekend at the time of the changeover, the employee shall be credited with the number of personal holidays that he lost in weekend days.

F. Emergency Work Schedule Changes. When a special emergency situation is declared by the Sheriff or by his designee(s), unit members may be called to duty by the appropriate section commander or his designee on adjusted shifts without the normal ten (10) day notification. An employee called to duty in such manner will be notified at the earliest possible time: (1) that he is being called in on a special emergency, (2) that his shift is being adjusted, (3) what the starting (and, if possible, ending) hours for his shift will be, and (4) that he will be compensated at the regular overtime rate for hours worked in excess of his regular number of work day or work week hours.

For the purpose of this Section, a "special emergency situation" is defined as those situations reasonably determined by the Sheriff or by his designee(s) to represent an actual or potential risk of extreme property damage or personal injury to the community.

G. Rest and Meal Periods. Employees are on-call during rest and meal periods and operational requirements may result in such periods being interrupted or missed. Absent such operational interruptions, the following terms shall apply:

1. Meal Periods. All employees shall be granted a lunch period during each work shift. Whenever practicable, the meal period will be taken in the middle of the shift. If an employee is requested to work two (2) hours beyond his regular quitting time, he will be permitted time off for a meal or rest period prior to beginning such overtime.

2. Rest Periods. All employees shall be permitted a fifteen (15) minute rest period during each one-half (1/2) shift.

ARTICLE 16
COMPENSATION

A. Wages and Classification Schedule.

1. July 1, 2001 Wages. Effective July 1, 2001, employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum "A" and by this reference incorporated herein; said schedule reflecting a three percent (3.%) increase over June 30, 2001 rates.

a. Employees who attain the required level of certification as referenced in Article 17 Professional Development will receive the corresponding level of compensation as indicated.

b. DPSST Certification Requirements

To receive certification pay, the employee must have met the requirements and apply for DPSST Basic Certificate at Level I, and Intermediate DPSST at Level II, and Advanced DPSST Certificate at Level III.

Each employee shall be required to keep the MCSO Human Resources Director or designee aware of any changes in the employee's eligibility.

Certification pay will start upon receipt by MCSO of the DPSST Certificate, retroactive to the date of eligibility or application, whichever is later.

Any overpayments are fully recoverable by the County.

2. PERS Pick-Up. If for any reason the ORS 238.205 "employer pick up" is no longer legally available, the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the signing date of this agreement including, but not limited to, the terms of compensation for non-PERS members. The amount of retirement pickup shall be included in the employee's final average salary for the purpose of calculating PERS retirement benefits as provided by law.

3. Wages Effective July 1, 2002: Effective July 1, 2002 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by one hundred percent (100%) of the Portland CPI-W January 2001 to

January 2002. In no case shall the adjustment be less than two and one-half percent (2.5%) or exceed four percent (4%).

4. Wages Effective July 1, 2003: Effective July 1, 2003 the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by one hundred percent (100%) of the Portland CPI-W January 2002 to January 2003. In no case shall the adjustment be less than two and one-half percent (2.5%) or exceed four percent (4%).

5. Reopener. If the County's estimated general fund resources in the executive budget for any fiscal year falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect.

B. Longevity Pay. Employees who have completed fourteen (14) years of County service shall receive a longevity incentive payment of two and one-half percent (2.5%) of their base hourly wage. This provision shall be effective at the start of the employee's fifteenth (15th) year of service. Employees who have completed twenty (20) years of County service shall receive an additional one percent (1%) of their base hourly wage for a total longevity premium of three and one-half percent (3.5%). This provision shall be effective at the start of the employee's twenty-first (21st) year of service.

C. Working Out of Classification. Whenever an employee replaces an employee in a higher classification for more than four (4) work days during a thirty (30) day period and performs the majority of the principle duties of the employee in the higher classification, the employee shall be paid retroactively for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy.

D. Pay Periods. The salaries and wages of employees shall be paid semi-monthly. Pay dates under the semimonthly system shall be the same as those for Exempt County employees.

E. Call-In Time. Any employee who is called to work outside his regular shift shall be paid under the same terms as for making court appearances.

Employees who are required to take calls at home (either by telephone or pager) related to work but which occur outside their regularly assigned shift and/or hours not covered by callout pay, shall be compensated at the overtime rate at a minimum of fifteen (15) minutes or the length of the call whichever is greater.

F. Overtime. One and fifty-five one-hundredths (1.55) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.

2. All authorized work performed in excess of forty (40) hours in any work week.

3. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and fifty-five one-hundredths (1.55) times the employee's regular rate.

4. All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff.

G. Compensatory Time Off. In lieu of offered overtime pay under Section F above, an employee may elect to receive equivalent compensatory time off with pay so long as his unused accumulation balance does not exceed eighty (80) hours of paid time off. ("Equivalent" means one and fifty-five one-hundredths (1.55) hours off at the straight time rate for overtime worked at the time and one and fifty-five one-hundredths (1.55) hour rate; two (2) hours off at the straight time rate for overtime worked at the double-time rate). Upon termination, unused compensatory time off shall be paid off in cash to the employee or, in the event of the employee's death, his beneficiary as

designated on his County-paid life insurance enrollment card, or, if none, then to his estate.

H. Court Time.

1. Compensation. Officers making court appearances shall be paid at the overtime rate (if eligible under paragraph F hereof) only for those hours worked; provided, however, that if the officer works less than four (4) hours, he shall be paid at the overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end of the overtime; or (c) four (4) hours; provided further that in the case of multiple court appearances in the same day, time between court appearances shall be considered time worked. Upon completion of an officer's court appearance, he shall return to off duty status unless working a regular shift.

2. Cancelled Court Appearance on a Day Off. If an officer complies with the Sheriff's Office Procedures Manual concerning court appearances, and is notified by the County on the day preceding the court appearance that his court appearance is still scheduled for the next day, and the next day is a weekend day off, then the officer shall be entitled to a minimum of two (2) hours of overtime even if the case in which the officer is to appear is rescheduled and the officer is not, in fact, required to make a court appearance.

I. Distribution. Overtime work shall be distributed as equitably as practical among employees within the same job classification in each work unit.

J. Transportation.

1. Mileage Pay. Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the IRS per mile non-taxable reimbursement rate for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court, except for court appearances outside the Tri-County or Clark County area. Any mileage payments made to an employee by another municipality shall be deducted from payments to be made by the County for the same miles traveled. Current practices regarding pay during travel to and from

temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

2. Court Cars. The existing practice of providing court cars at Sheriff's Office Headquarters shall be continued.

3. Bus Pass

a. Statement of Purpose.

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the county's commitment to limiting traffic congestion and promoting clean air, effective September 1, 2001, each employee shall be eligible to receive a bus pass subsidized by the County for the employee's personal use. The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage of the cost of such pass, if the County's subsidy exceeds the IRS standard for a de minimis employee benefit. It will be the employee's responsibility to obtain the necessary photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets. This program is offered only by Tri-Met, however C-Tran will honor the Tri-Met all zone pass. This program may be discontinued or changed from time to time to ensure efficient and effective implementation of the program.

K. Anniversary Step Increases. It is acknowledged by the parties that the County has historically given certain employees covered by this Agreement a step increase in wages, effective on the employee's anniversary date of employment and subject to certain limitations. Such policy shall be continued subject to the requirement that the officer be evaluated as making satisfactory progress in his position. Each employee shall be paid at one (1) of the steps in the range prescribed for his classification. Normally an employee will be appointed at step one at the beginning of his probationary period; the Sheriff may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not

less than a one (1) step increase, or in the first step of the new range, whichever is greater.

A new or promoted employee is eligible for consideration for advancement to the next step of his salary range on the day following twelve (12) months of service in his classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, and 60 months) to the top step of the pay range.

L. Retirement.

1. PERS MEMBERSHIP. Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Sworn Officers Retirement System and PERS, such Agreement having been entered into between the Public Employee's Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

2. PERS "Pick-up" and "Pick-up" Under IRC Section 414 (h) (2). The County shall "pick up" the employee contribution to PERS six percent (6%), as permitted by ORS 238.205. Pursuant to ORS 238.205 and to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies.

3. Sick Leave in Application to Final Average Salary (PERS). In accordance with the terms of ORS 238.350 accumulated unused sick leave will be applied to final average salary.

M. Coach Pay. Payments related to the Coach Pay program will continue in accordance with existing policy and practice providing a six percent (6%) premium for the active coach. The inactive coach will receive a six percent (6%) premium for actual time spent coaching when he serves as a relief for the active coach. It is specifically agreed that a coach will be eligible for court overtime provided he has been subpoenaed to testify.

N. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who is assigned responsibility for care, feeding, and maintenance of the dog during what would be otherwise be off-duty hours shall be paid five (5) hours of

overtime at the rate of one and fifty-five one-hundredths (1.55) times the employee's regular rate of pay for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such "off duty" time.

O. Hazardous Materials Premium. Employees assigned to the hazardous materials team shall be paid a six percent (6%) premium for the duration of such assignment.

P. SERT and Dive Team Premium

1. Effective as of July 1, 2001, members of the SERT Team and the Dive Team shall receive a two percent (2%) premium for the time actually working in this capacity and for authorized training related to the activity.

2. Effective July 1, 2002 the premium shall be increased to four percent (4%).

3. Effective July 1, 2003 the premium shall be increased to six percent (6%).

Q. SIU Premium. Effective as of July 1, 2001, employees assigned as members of the SIU shall receive a three percent (3%) premium for the duration of such assignment. Employees must be certified and properly equipped to be eligible for the premium.

R. Translator Premium. Effective as of July 1, 2001, the Sheriff shall maintain a list of designated translators. The Sheriff shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator. Employees who are on the list shall receive six (6) hours of Call-In time per section H of this Article in lieu of H.1(c).

Employees who are called to translate shall be advised at the time of the call of the translator activity. Employees are expected to willingly perform translation activities during their assigned work hours.

S. Recovery of Overpayments.

1. If an employee receives a payment from the County in excess of the amount to which he is entitled under this agreement, the parties agree that recovery by the County shall be governed by this section. The parties also agree that the specific

amount and time period over which recovery occurs should be fair and reasonable under all the relevant circumstances.

2. If an apparent overpayment comes to the attention of the County's central Payroll Unit (Department of Support Services, Finance Division), the central Payroll Unit shall notify the employee and Association of the proposed amount and schedule for repayment, and shall state the reason why the payment is believed to have been in error. Such notice shall be sent by certified mail, return receipt requested, to the employee's home address. On or before the date it mails the proposal to the employee, the central Payroll Unit shall send a copy of it to the Association by first class U.S. mail and to the MCSO's Human Resources Manager and the County's Labor Relations Manager.

3. If the employee or Association disagree with the proposed amount or repayment schedule, the employee or Association shall notify the County's Labor Relations Manager of such disagreement within thirty (30) days after the Payroll Unit's proposal is first delivered to the employee's home address, whichever applies. Such notice shall be by certified mail, return receipt requested, to the County Labor Relations Division's business address or by in-person delivery, with a signed and dated receipt obtained from the receiving member of the Labor Relations Division staff. If the employee or Association does not provide such notice to the Labor Relations Manager in a timely and complete manner as provided in this subsection and subsection 4 below, the central Payroll Unit's proposal shall be deemed accepted. The Association or employee shall mail a copy of the notice to MCSO's Human Resources Manager and the County's central Payroll Unit not later than the date he delivers or mails it to the Labor Relations Manager.

4. The notice submitted by an employee or the Association pursuant to subsection 3 above must specify the alternative amount or repayment schedule that the Association believes is appropriate, and the facts that cause the employee or Association to believe that the Central Payroll Unit's proposal was not fair and reasonable under all the relevant circumstances.

5. If the Labor Relations Manager disagrees with the employee's or Association's alternative repayment amount or schedule, he shall notify the Association

within thirty (30) days after the employee or Association delivered timely and complete notice to the Labor Relations Manager as set out in subsections 3 and 4 above. In such notice the Labor Relations Manager shall state why he disagrees with the employee's or Association's proposal. The Labor Relations Manager may thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, step IV of the collective bargaining agreement. The arbitrator shall decide the amount and repayment schedule that is fair and reasonable in light of all relevant facts.

T. Stacking of Premiums. Employees eligible for premium pay under any provision of this agreement may receive only one (1) such premium. Premiums do not compound on one another. Longevity, professional development and canine incentive pay are not considered premium pay for purposes of this section.

U. Inclusion of Premium Pay Rates For Calculation of Payoffs At Termination. The base wage rate on which pay off of accumulated vacation and holiday hours is premised shall include any premium pay rate that applied to the employee at any time during the pay period in which the employee's employment terminates and the preceding pay period; PROVIDED that if the employee received more than one (1) premium pay rate during this period, the premium rate used in determining payoff shall be the highest percentage that the employee could have earned had he qualified simultaneously for the premiums, as provided in section Q above.

V. Shift Differential.

1. Regularly Scheduled Shifts. Employees regularly assigned to an evening shift shall receive a differential equal to three percent (3%) of their base wage rate for all such hours worked. Employees regularly assigned to a night shift shall receive a differential equal to four percent (4%) of their base wage rate for such hours worked. For purposes of this section, an "evening shift" shall be defined as one with a regular starting time at or after 2:00 p.m. but before 10:00 p.m. the same day; a "night shift" shall be defined as one with a scheduled starting time at or after 10:00 p.m. but before 6:00 a.m. the next day.

2. Hours Worked Outside of Regularly Scheduled Shifts.

a. Employees Regularly Assigned to Day Shift.

Employees regularly assigned to a day shift who report for duty before 6:00 a.m. and work four (4) or more hours before beginning their regularly scheduled shift will receive night shift differential for all hours worked immediately previous to the beginning of their regularly scheduled shift.

Employees regularly assigned to a day shift ending on or after 2:00 p.m. who remain on duty for four (4) or more hours after their regular shift ends will receive evening shift differential for all hours worked immediately following the end of their regularly scheduled shift.

Employees regularly assigned to a day shift who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive evening shift differential for all hours worked during the call-in shift; those who are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.

b. Employees Regularly Assigned to Evening Shift.

Employees regularly assigned to an evening shift ending on or after 10:00 p.m. and who remain on duty for four (4) or more hours after their regular shift ends will receive night shift differential for all hours immediately following their regularly scheduled shift.

Employees regularly assigned to an evening shift that are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.

Employees regularly assigned to an evening shift will receive evening shift differential for all other hours worked.

c. Employees Assigned to Night Shift.

Employees regularly assigned to a night shift will receive night shift differential for all hours worked.

W. Derivation of Basic Overtime Rate. The parties acknowledge that the historically long-standing time and one-half (1.5) overtime factor has been replaced by a factor of one and fifty-five one-hundredths (1.55) times the employee's base pay to remedy alleged violations of the Fair Labor Standards Act (FLSA) and the collective bargaining agreement associated with the County payroll system's alternate non-

compliance with the "regular rate" basis for overtime in the FLSA and the contractual basis for calculating overtime. The Master Settlement Agreement resolving that dispute between the parties is premised on the parties' assumption that within five (5) years following implementation of that Master Settlement Agreement, the increased overtime factor will pay employees an amount approximately equal to the amount of retroactive liability that the County may have for past violations while ensuring prospective compliance with the law. However, the County may unilaterally and uniformly increase the basic overtime factor contained in the parties' collective bargaining agreement to an amount in excess of one and fifty-five one-hundredths (1.55) times the employee's regular rate of pay, including professional development and longevity pay but excluding all other categories of premium pay, if it deems such action necessary to comply with law. Section C (3) of the Individual Agreement attached as Exhibit A to the Master Settlement Agreement dated August 6, 1988 between the parties shall govern the manner in which that overtime factor may be reduced. The County will follow required collective bargaining procedures prior to any reduction in the overtime factor. If the overtime factor is reduced below one and fifty-five one-hundredths (1.55) times the employee's regular rate of pay, including professional development pay but excluding all other categories of premium pay, within five (5) years immediately following the date said Master Settlement Agreement becomes effective in accordance with Article E of that Master Settlement Agreement, then employees who signed the Individual Agreement attached thereto as Exhibit A may, within the applicable statute of limitations or within one hundred eighty (180) days of such action, whichever is later, file claims waived in said Individual Agreement or claims described in Article B(1) of the Master Settlement Agreement, and the County shall be deemed to have waived the statute of limitations and any other time-bar related defense in connection to such claims.

X. Base and Premium Pay Computation. Premium pay and total gross pay for members of the Association's bargaining unit will be calculated in the following mathematically expressed sequence until such time as a change is effected in accordance with law and this collective bargaining agreement, including any duty to bargain with the Association which may exist at that time:

First: Employee's base wage (e.g. \$18.70)
+ Employee's Professional Development Pay (e.g. 10%)
= "n" (e.g. \$20.57 per hour)

Second: "n"
+ Employee's Longevity Pay (i.e. 2.5% of n)
= "n1" (20.57 x .025 = 0.51; 20.57 + 0.51 = \$21.08 [n1])

("n1" is the "regular rate" or "regular hourly rate" referred to in this collective bargaining agreement.)

Third: All other percentage based premiums
x "n1"
= "n2" (e.g. \$21.08 per hour x 3% Trainer pay =
\$0.63 other premium.)

Fourth: "n1 + "n2" = "n3" - total gross pay for non- overtime hours (e.g.
\$21.08 + \$0.63 = \$21.71 per hour).

NOTE: Ordinary overtime is calculated by multiplying "n1" by 1.55. "n2" is then added to the resulting amount to determine total pay (e.g. \$21.08 x 1.55 = \$32.67 = overtime rate. Then add + \$0.63 [n2] = \$33.30 total pay per hour.)

Y. Clothing Allowance. Effective July 1, 2002, the County shall reimburse up to \$250.00 for clothing for Criminal Detectives who are members of the Major Crimes Team. Effective July 1, 2003, the reimbursement shall be up to \$500.00. Reimbursement shall be for the fiscal year and shall be paid upon submission of receipts.

ARTICLE 17
PROFESSIONAL DEVELOPMENT

A. Participation Voluntary. This Professional Development Program is a voluntary program. Employees may elect to participate or refrain from participation.

B. Summary of Requirements. Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. Specific provisions later in this article supercede any conflicting or inconsistent provisions of the following summary:

<u>LEVEL</u>	<u>% ABOVE BASE HOURLY WAGE</u>	<u>REQUIREMENT SUMMARY</u>
I	2.5%	<ul style="list-style-type: none">• 18 months service as an MCSO Deputy Sheriff• Basic DPSST Certificate to 30 months.
II	5%	Same as Level I plus: <ul style="list-style-type: none">• Intermediate Certificate
III	10%	Same as Level II plus: <ul style="list-style-type: none">• Advanced DPSST certificate.

ARTICLE 18
PROBATION AND TRIAL SERVICE PERIOD

A. Probation. Every person appointed to a position in the bargaining unit shall serve a probationary period not to exceed eighteen (18) months. A probationer may be discharged at any time during probation if, in the opinion of the Sheriff, his continuance in County service would not be in the best interest of the County. Issues regarding probationary employee discharge or discipline may not be grieved.

B. Trial Service Period. Every person promoted from one position in the bargaining unit to another shall serve a trial service period of twelve (12) months. During the trial service period an employee may be demoted to the classification previously held if, in the opinion of the Sheriff, his continuance in the higher classification would not be in the best interest of the County. Issues regarding the demotion of a trial service employee to the classification previously held may not be grieved.

ARTICLE 19
DISCIPLINE AND DISCHARGE

A. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, reduction in accrued vacation (not to exceed five (5) days), suspension without pay, demotion, or discharge in writing, or any combination thereof.

Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee, except oral reprimands, may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

1. It is agreed by both parties that informal actions such as oral counseling and letters of expectation are, in appropriate circumstances, preferred precursors to more formal disciplinary action. Further, less severe disciplinary actions such as oral or written reprimands are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. More severe disciplinary actions such as suspension, and discharge will be used for more serious offenses or when clarification of expectations and less severe disciplinary action has not corrected unacceptable patterns of behavior. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific cause, and with employee rights fully protected.

2. The employer agrees that such measures as assignment to menial or dirty tasks or disapproval of leave requests will not be used as disciplinary measures.

3. Except when on duty, or whenever acting in his official capacity, no employee shall be prohibited from engaging in political activity.

B. Discharge. The County shall not discharge any non-probationary employee without just cause.

The Association shall have the right to take up the suspension without pay or discharge as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with the procedures set out in Article 20 for Settlement of Disputes.

Any employee found to be unjustly suspended without pay or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

C. Internal Investigatory Procedures.

1. Office of the Sheriff Manual of Procedures and Work Rules.

The Sheriff's Office agrees to meet and confer in a timely manner with the Association over any changes in the internal investigatory procedures.

2. Contractual Internal Investigatory Procedures.

The procedures contained in this section apply only to internal investigations.

a. Advance Notice. Prior to being interviewed regarding an internal investigation that management has a reasonable basis for believing may lead to criminal charges, an employee shall be:

i. Informed of the nature of the investigation and whether he is a witness or a suspect, if and when that fact is known; and informed of other information necessary reasonably to apprise him of the nature of the allegations of the complaint;

ii. Afforded an opportunity to contact and consult privately with an attorney of his choosing and/or representative of the Association; and

iii. Given notice not less than 24 hours before the initial interview commences or written reports are required from the employee, whenever such delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue.

b. Interview Safeguards.

i. Any interview of an employee shall occur when the employee is on duty, unless management reasonably believes that the seriousness of the investigation dictates otherwise.

ii. Interviews shall take place at a reasonable location as determined by management.

iii. The employee shall retain all customary Weingarten rights, as well as any additional rights granted by this Article.

iv. The employee being interviewed shall be informed of the name, rank and command of the individual in charge of the investigation, the individual conducting the interview, and all other individuals present during the interview.

v. Interviews shall be held under reasonable conditions.

vi. Interviews and investigations shall be concluded without unreasonable delay, in view of circumstances confronted in the investigation.

c. If the employee about to be questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

d. When the investigation results in criminal charges being filed, the employee shall retain all discovery rights available under state law.

e. The parties agree to abide by ORS 659.225 regarding polygraph examinations.

f. Disciplinary Action.

i. When an investigation results in determination of a sustained complaint and disciplinary action is taken, management shall have the right to place anything related to the disciplinary action in an employee's personnel file.

ii. An employee shall have the right of access to his personnel file as well as the right to place a letter of response to any material contained in the file, when disciplinary action results from an internal investigation.

g. De Minimis Violations. A de minimis violation of these procedures that does not compromise fairness and the basic intent of the procedures as set forth in the Article shall not be the basis of a challenge to management's disciplinary action. This provision is covered by the parties' grievance procedure.

D. Record of Employee Conduct.

1. Use in Arbitration. If records of any disciplinary action are introduced in an arbitration hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary action(s).

2. Removal of Records From File.

a. Subject to paragraphs c and d below, written reprimands will be removed from an employee's personnel file on written request of the employee more than three (3) years from the date the reprimand was imposed.

b. Subject to paragraphs c and d below, letters imposing an unpaid suspension, loss of accumulated vacation, or demotion will be removed from an employee's personnel file on written request of the employee more than five (5) years from the date the discipline was first implemented.

c. Notwithstanding paragraphs a or b above and subject to paragraph d below, if any disciplinary action (that survives any appeal) is imposed during the minimum file life of an earlier disciplinary action, the file life of the earlier disciplinary action shall be extended by a period equal to its original file duration (e.g. three (3) additional years for written reprimands). However, upon written request of an employee the Sheriff may, in his discretion, authorize and direct removal from the employee's personnel file of disciplinary actions that have been renewed in this manner prior to the date they would otherwise qualify for removal.

d. Notwithstanding any other provision of this subsection 2, no disciplinary action may be removed from an employee's personnel file that was based in whole or in part on charges of prohibited harassment (e.g. sex, race, etc.), untruthfulness, dishonesty, excessive use of force, or insubordination.

ARTICLE 20
SETTLEMENT OF DISPUTES

A. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally through the chain of command, any employee, with notice to the Association in writing, or the Association may present in writing such grievance to the appropriate Chief Deputy, e.g., Law Enforcement Branch, within fifteen (15) working days of its occurrence; if at that time the individual employee or his representative is unaware of the grievance, it may be presented in writing fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Chief Deputy shall respond to the grievant in writing within fifteen (15) working days.

Step II: If the grievance has not been answered or resolved at Step I, it may be presented, in writing, by the grievant to the Sheriff, or his designee(s), within fifteen (15) working days after the response of the Chief Deputy is due. The Sheriff, or his designee(s), shall respond in writing to the grievant within fifteen (15) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the Sheriff, or his designee(s). The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) calendar days of the notification to the Association, then the County may request arbitration under Step IV of this Grievance Procedure, by written notice to the Association.

Step III: If the grievance has not been answered or resolved at step II, either the Association or the Sheriff may, within ten (10) calendar days after the expiration of time limits specified in Step II, request arbitration by written notice to the other party.

Step IV: Arbitration. After the grievance has been submitted to arbitration, the Association and the Employee Services Division acting as the Sheriff's representative, shall jointly request the Oregon State Conciliation Service for a list of the names of seven (7) Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration; taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The decision shall be in writing, be within the scope and terms of the contract, and contain an explanation of the reasoning utilized in making the decision. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Sheriff, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been

resolved. For purposes of this Article, working days mean Monday through Friday, excluding recognized holidays under the management compensation package.

B. Stewards. Employees selected by the Association to act as Association representatives shall be known as "Association Representatives". The names of the employees selected as Association Representatives and the names of other individuals who may represent employees shall be certified in writing to the County by the Association.

C. County-Association Meetings. The Sheriff or his designee(s) shall meet at mutually convenient times with the Association committee. All committee meetings with the County may be held during working hours on County premises without loss of pay. The Association committee shall consist of three (3) members selected by the Association.

The purposes of the County-Association meeting shall be as follows:

1. To develop recommendations to adjust impending grievances, and to discuss procedures for avoiding future grievances.

2. To function as a safety committee as prescribed by Oregon law, and to make recommendations to ensure safe operation of the Multnomah County Sheriff's Office. The committee may consider issues involving employee safety and working environment and may prepare a report enumerating and discussing its recommendations, financial impact and other relevant factors. Such report may be directed to the County Commissioners, County Executive's Office, or Sheriff, as appropriate. The committee shall meet at the request of either the Sheriff or Association.

3. To make recommendations to accomplish goals and objectives as established by the Board of County Commissioners in their budget process, and further, to make recommendations to modify and improve such goals and objectives as established by the Board of County Commissioners. This function of the committee is in recognition of the fact that there is a mutual benefit to the County and the Association to establish and meet goals and objectives, which are designed to increase the productivity and efficiency of all County employees.

D. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work.

ARTICLE 21
GENERAL PROVISIONS

A. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, familial status, gender identity, source of income, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

B. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

C. Visits by Association Representatives. The County agrees that representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work.

D. Assignment of Association President. Subject to the mutual agreement of the Sheriff and the current Association president, the president may be assigned to the Sheriff's Office or to another day shift assignment.

E. Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and to provide a copy of new rules before their effective date, when possible. New employees shall be provided a copy of the rules at the time of hire.

F. Existing Conditions. Except as specifically provided in this Agreement, no provision of this Agreement is intended to change existing wages, hours, fringe benefits, or any other working conditions when such wage, hour, fringe benefit or working condition represents a mandatory subject of bargaining which traditionally have constituted an economic benefit to the employee. Any such change shall be subject to mutual agreement between the parties before becoming effective and shall immediately be prominently posted on all Multnomah County Sheriff's Offices bulletin boards for not less than fourteen (14) consecutive days. The county will solicit and be receptive to the input of the Association regarding any other changes in existing working conditions proposed by the County.

G. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

H. Contract Negotiations.

1. The Association's negotiating team, to be comprised of not more than three (3) officers, shall be permitted to attend negotiating meetings with the County representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during working hours of the members so attending. In addition, the Association's attorney may attend and participate in negotiations.

2. Members of the Association's negotiating team who are attending negotiating meetings during other than their regular work hours shall be considered to be transferred to the day shift for each day on which negotiations are held.

I. Safety. The parties agree that the Oregon Safe Employment Act is applicable to County employment.

J. Speech Rule. The Sheriff's Office encourages constructive criticism, but the efficiency, discipline and harmony of the Multnomah County Sheriff's Office are best served when criticism is initially directed through official channels for proper action. Employees shall not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow employee if such public criticism will significantly damage the efficiency of any employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect the public's confidence in the Sheriff's Office. Employees may

comment with non-inflammatory statements and factual information on departmental orders, actions, or policies of general public interest. An employee with information indicating a crime or fraud by a fellow employee shall forward that information to the appropriate enforcement agency.

K. Contract Work.

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Association at its request to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employee(s).

L. The Association agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system, which would be applicable to members of the Association's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of

such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

A. Savings Clause. If any Article, Section, or portion thereof, of this Agreement is held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

B. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The total of all such wages and benefits is, therefore, contingent upon sources of revenue and annual budget approval. The County shall not cut wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section B and County action hereunder shall not be subject to the Resolution of Disputes Procedures of Article 20.

ARTICLE 23
ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the Multnomah County Personnel Ordinance adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of the Multnomah County Merit Civil Service Council; and the Multnomah County Personnel Rules. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Association and the Chair or Sheriff or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24
TERMINATION

This Agreement shall be effective as of the 1st day of July 2001, and shall remain in full force and effect until the 30th day of June 2004. Negotiations for a successor agreement shall commence no later than January 15 of the fiscal year in which the contract expires. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 9 day of August, 2001

MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION:

By [Signature]
David Hadley, President

By [Signature]
Ned Walls, Secretary-Treasurer

By _____

By _____

By _____

MULTNOMAH COUNTY, OREGON BOARD OF COMMISSIONERS:

By [Signature]
Diane Linn, Chair

By [Signature]
Maria Rojo de Steffey, District 1

By [Signature]
Serena Cruz, District 2

By [Signature]
Lisa Naito, District 3

By [Signature]
Lonnie Roberts, District 4

NEGOTIATED BY:

By [Signature]
David Hadley, President

SHERIFF OF MULTNOMAH COUNTY, OREGON:

By: [Signature]
Dan Noelle, Sheriff

REVIEWED:
THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By [Signature]
Jacqueline A. Weber, Assistant County Attorney

NEGOTIATED BY:

By: [Signature]
Gail Farnell, Labor Relations Manager

ADDENDUM A

Base Hourly Rates Effective July 1, 2001

LEVEL	CLASSIFICATION	Steps					
		1	2	3	4	5	6
NEW HIRE	DEPUTY SHERIFF	19.15	20.49	21.40	22.13	23.07	23.99
18 MO/ BASIC DPSST - 2.5%	DEPUTY SHERIFF	19.63	20.98	21.92	22.73	23.66	24.64
INTERMEDIATE DPSST - 5%	DEPUTY SHERIFF	20.11	21.51	22.47	23.24	24.22	25.19
ADVANCED DPSST - 10%	DEPUTY SHERIFF	21.07	22.54	23.55	24.41	25.38	26.45
NEW HIRE	SCIENTIFIC INVESTGATOR	20.87	21.69	22.61	23.60	24.47	25.42
18 MO/ BASIC DPSST - 2.5%	SCIENTIFIC INVESTGATOR	21.42	22.27	23.20	24.16	25.10	26.09
INTERMEDIATE DPSST - 5%	SCIENTIFIC INVESTGATOR	21.93	22.79	23.74	24.77	25.73	26.72
ADVANCED DPSST - 10%	SCIENTIFIC INVESTGATOR	22.96	23.90	24.86	25.95	26.92	27.95
NEW HIRE	SERGEANT	23.49	24.48	25.46	26.41	27.44	28.74
18 MO/ BASIC DPSST - 2.5%	SERGEANT	24.10	25.13	26.10	27.07	28.12	29.45
INTERMEDIATE DPSST - 5%	SERGEANT	24.68	25.73	26.75	27.71	28.80	30.16
ADVANCED DPSST - 10%	SERGEANT	25.86	26.93	28.02	29.05	30.21	31.60

ADDENDUM B

PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).
2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the 7th day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.
3. If you are late in paying the County, you will owe the County a collection fee of \$50. You may also owe the County substantial penalties. The penalties are 1% per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.
4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.
5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are off the job on a future Workers' Compensation claim, you will continue to be under the PERS Continuation Program, until three years from the date for which you first received PERS Continuation benefits

on the first Workers' Compensation claim. After three years, you will revert to the Supplemental Benefit Program instead of PERS Continuation benefits.

The rules of the Program are set out in Article 12 Health and Welfare. Please read the contract carefully. If you have any questions about how the Program works, contact your Association representative immediately.

I elect to begin coverage in the PERS Continuation Program effective:

1. The current pay period.
2. Other future date _____ (specify).

Signed _____ Date _____

ADDENDUM C

(SENIORITY LIST AS OF 7/1/01)

	<u>Law Enforcement Sergeant</u>	<u>Class Date</u>	<u>County Date</u>
1	Hadley, D	08/28/90	07/15/86
2	Sawyer, L	01/12/94	08/28/72
3	Nielsen, G	01/12/94	09/29/86
4	Hutchison, K	12/01/94	04/24/89
5	Blackman, J	05/30/95	04/24/72
6	McNelly, J	05/30/95	09/04/73
7	Talbert, W	08/02/97	07/02/90
8	Rader, D	08/03/97	04/24/90
9	Ritchie, B	12/08/97	07/02/90
10	Gates, J	02/25/98	06/01/92
11	Muncy, G	03/09/98	02/24/71
12	Olsen, D	09/01/98	05/28/91
13	Reiser, M	03/01/99	11/01/93
14	Walls, E	06/01/99	11/20/90
15	Coffeen, P	12/01/99	11/30/87
16	Staton, D	10/15/00	08/14/89

	<u>Scientific Investigator</u>	<u>Class Date</u>	<u>County Date</u>
1	Gates, M	06/03/95	03/23/87

	<u>Deputy Sheriff</u>	<u>Class Date</u>	<u>County Date</u>
1	Hill, F	01/26/70	
2	Schneider, G	01/30/74	
3	Biles, R	09/08/86	11/26/84
4	Gates, S	10/06/86	09/20/85
5	Buchanan, D	08/12/89	07/13/87
6	Gustafson, E	10/09/89	06/19/89
7	Shanks, T	10/30/89	02/22/88
8	Matsushima, M	11/27/89	
9	Snitker, L	01/29/90	
10	Rendon, D	02/26/90	10/12/87
11	Fermenick, K	02/26/90	
12	Gaddis, J	02/26/90	
13	Coufal, R	11/20/90	
14	Torres, J	02/15/93	
15	Graziano, J	02/15/93	
16	Gwilliam, G	05/26/93	
17	Little, J	07/06/93	07/23/84

18	Krafve, K	07/19/93	10/26/87
19	Lautenbach, T	07/19/93	
20	Pentheny, J	07/19/93	
21	Heffernan, M	07/19/93	
22	Platt, K	08/23/93	
23	Wonacott, T	08/23/93	
24	Anderson, J	09/27/93	
25	Lange, G	09/27/93	
26	Swail, A	11/10/93	
27	Satterthwaite, M	11/11/93	
28	McLellan, S	12/06/93	
29	Holoch, J	07/11/94	08/22/88
30	Lort, B	07/11/94	08/23/93
31	Lively, P	07/11/94	
32	Cordes, L	08/29/94	
33	Bickford, K	11/28/94	
34	Kubic, J	11/28/94	
35	Lillie, L	11/28/94	
36	Smith, E	12/19/94	
37	Edwards, R	12/19/94	
38	Christian, S	12/19/94	
39	Timms, S	01/09/95	
40	Lincoln, H	01/30/95	
41	Farnstrom, P	01/30/95	
42	Sawyer, T	08/18/97	04/13/87
43	Gosson, L	08/18/97	03/16/94
44	Satter, M	09/22/97	07/28/83
45	Green, C	09/26/97	
46	Waddell, K	12/01/97	02/27/95
47	Frost, S	12/01/97	
48	Osborn, R	12/01/97	
49	Yohe, K	03/09/98	01/03/95
50	Wall, D	03/09/98	
51	Lichatowich, T	03/16/98	
52	Mallory, S	04/20/98	10/05/92
53	Ahn, J	05/18/98	
54	Burkeen, R	06/01/98	03/09/98
55	Bailey, R	06/01/98	
56	Gullberg, T	06/01/98	
57	Schneider, J	06/01/98	
58	Nuzum, R	06/15/98	
59	Taylor, L	09/28/98	06/15/98
60	Cortada, R	02/08/99	
61	Steiner, C	07/26/99	
62	Bybee, K	07/26/99	
63	McDowell, S	08/04/99	11/16/92
64	Lofton, W	08/23/99	
65	Herron, M	09/27/99	08/04/97
66	Phifer, C	10/11/99	
67	Galloway, M	10/11/99	

68	Austin, D	11/29/99	07/26/99
69	McRedmond, P	07/24/00	05/02/88
70	McGarry, D	07/24/00	04/24/00
71	McPherson, D	08/07/00	
72	Tran, Q	09/18/00	
73	Hauge, M	09/25/00	
74	Dangler, S	10/09/00	
75	Kurtz, K	03/19/01	

NOTE: The above list includes probationary employees who do not acquire seniority until they complete probation.

County service date is listed only if different than the classification seniority date.

MEMORANDUM OF AGREEMENT

I. Parties

The parties to this Memorandum of Agreement ("MOA") are Multnomah County, Oregon ("County"), and the Multnomah County Deputy Sheriffs Association ("MCDSA").

II. Purpose

The purpose of this MOA is to resolve concerns raised by MCDSA regarding retiree medical insurance benefits for certain bargaining unit members who will be retiring between July 1, 2001 and June 30, 2004.

III. Terms of Agreement

This Agreement modifies the provisions of Article 11, Section H; subsection 6 of the collective bargaining agreement between the County and MCDSA as follows:

The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of the employees listed below and their eligible dependents from the date of PERS retirement until the employee's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever, is earlier, provided that the employee's PERS retirement date is no earlier than July 1, 2001 or later than June 30, 2004.

This Agreement applies only to the following list of employees:

- John Blackman
- Frederic Hill
- Karl Hutchison
- James Mc Nelly
- Gary Muncy
- Lane Sawyer
- George Schneider

III. Termination

This written instrument is the entire MOA between the Parties.

This MOA terminates June 30, 2004.

Done this day, _____, 2001.

For the County:

For the Association:

Gail Parnell
Program Manager for Human Resources

David Hadley
President, MCDSA

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MEETING DATE: August 9, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 9:10 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse

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

REGULAR MEETING: DATE REQUESTED: Thursday, August 9, 2001
AMOUNT OF TIME NEEDED: 15 minutes

DEPARTMENT: Non-Departmental DIVISION: Commission District #3
CONTACT: Terri Naito TELEPHONE #: (503) 988-5217
BLDG/ROOM #: 503 / 600

PERSON(S) MAKING PRESENTATION: Commissioner Lisa Naito

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito
(OR)
DEPARTMENT MANAGER: _____

01 AUG - 1 PM 4:30
MULTNOMAH COUNTY
CLERK OF COUNTY COMMISSIONERS
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Commissioner LISA NAITO
MULTNOMAH COUNTY • DISTRICT 3

BOARD OF COUNTY COMMISSIONERS • 501 S.E. HAWTHORNE BLVD., SUITE 600 • PORTLAND, OREGON 97214
(503) 988-5217 phone
(503) 988-5262 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Commissioner Lisa Naito

DATE: August 1, 2001

RE: Authorizing funding to assess costs and needs in determining if Multnomah County should proceed with renovating the Multnomah County Courthouse.

1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

A study was commissioned by the Multnomah County Courthouse Task Force and conducted under the auspices of the County's Facilities & Property Management Division to evaluate the continued use of the Multnomah County Courthouse as a court facility. Following a 15-month examination, the Task Force found that while many members prefer building a new courthouse, renovation and expansion of the existing Multnomah County Courthouse is an option. The Task Force also recognized that renovation would necessitate that the Courthouse not be occupied during construction, and therefore an interim strategy must be developed. This interim strategy should include the creation of an East County court facility to be used first as a temporary, then permanent space. In addition, a more detailed analysis of court operational needs and cost estimates for a renovated Courthouse must be determined in order to prepare for a General Obligation Bond for voter approval in November 2002. This Resolution is to authorize funding for further study of these items.

3. Financial Impact:

Disbursement of up to \$250,000 from the Asset Preservation Fund as part of the County Master Planning Process.

4. Legal Issues:

None known.

5. Controversial Issues:

While most people agree that renovating the Multnomah County Courthouse is necessary because of potential safety issues and its designation as an historic building, opinions vary as to whether the building should continue to function as a court facility or be renovated for other use.

6. Link to Current County Policies:

Investment in the Multnomah County Courthouse is a long-term commitment requiring extensive planning to ensure its ongoing usefulness. Dollars from the Capital Improvement Program and managed by the Department of Sustainable Community Development are dedicated in part to preserving assets and providing safe facilities. These are components of the County's guiding principles for management of its facilities, adopted in 1995.

Beginning in 1999 an *Asset Preservation Fee* was assessed to all County tenants based on a square footage charge of billable space. This fee is intended to pay for the replacement of major building systems before they have reached the end of their lifecycle.

7. Citizen Participation:

This Resolution follows the recommendation of the Multnomah County Courthouse Task Force, a fifteen-member group that examined these issues over a 15-month period.

8. Other Government Participation:

The Multnomah County Courthouse Task Force included representatives from the Gresham Police Department, the office of U. S. Senator Ron Wyden, and the Multnomah County Circuit Court.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Funds to Determine Whether to Proceed with Renovating the
Multnomah County Courthouse

The Multnomah County Board of Commissioners Finds:

- a. Since its completion in 1914, the Multnomah County Courthouse has been the strongest symbol of County government. It is an integral part of this community's cultural heritage. Its designation on the National Register of Historic Places and its listing as a City of Portland Landmark makes it a resource worthy of preservation and requires us to safeguard it for future generations.
- b. From within the halls, courtrooms and chambers of the Multnomah County Courthouse has come a long and varied history of landmark legal cases, and sensational disputes that have riveted the attention of the press and the public. More importantly, the routine workings of the Courthouse reflect and impact the everyday lives of ordinary people in Multnomah County.
- c. The City of Portland's examination of the viability of the urban core calls for strengthening Downtown's role as the seat of local and regional government. The Multnomah County Courthouse, along with City Hall, anchors a series of dynamic buildings that flank a chain of small parks. Along with the Justice Center, the Edith Green Wendell Wyatt Federal Office Building, the Federal Courthouse and the Portland Building, they create a "Government Center." This concept dates back to a 1912 plan outlining the future growth of our city center, and has been updated by the more recent Downtown Plan and Central City Plan.
- d. The inadequate seismic strength of the Multnomah County Courthouse has made the building a "dangerous structure" since 1991 (as indicated by City of Portland's building regulations). The recent February 28, 2001 earthquake centered 200 miles north of the County caused evacuation of the Courthouse. It serves as a vivid reminder that the seismic safety of the building and the safety of the people that work and conduct business

in the Courthouse must be addressed as soon as feasibly possible. As these concerns may impact public safety, inaction is not an option.

- e. As Multnomah County continues its commitment as a responsible steward for taxpayer funds and to be accountable, renovation of the Multnomah County Courthouse must be considered in the larger financial picture. As options for renovation and ancillary construction are explored, the citizens of Multnomah County have the right to expect good value for their tax dollars.

The Multnomah County Board of Commissioners Resolves:

1. Renovation of the historic Multnomah County Courthouse as a courts building will maintain the structure as a significant and distinguished symbol of County government.
2. Owing to the unpredictable possibility of a damaging earthquake and concern for public safety, it is vital that steps to improve the safety of the employees and users of the Courthouse and to safeguard the functions of the Courthouse be accomplished as soon as practicable.
3. The Facilities and Property Management Division of the Department of Sustainable Community Development of Multnomah County is directed to spend up to \$250,000 from the Asset Preservation Fund as part of the County Master Planning Process to contract with an architectural consultant. The consultant will perform an operational assessment and space utilization analysis for a renovated Multnomah County Courthouse. This study will address the interim needs of the courts and other users during renovation of the Courthouse.

The study will:

- i. Identify appropriate space in the Portland Downtown and East County areas for interim use, including possible expansion of Family Courts at the Donald E. Long juvenile detention facility and at the downtown Justice Center.
- ii. Identify costs related to relocating the functions of the Courthouse to and from temporary spaces, including potential leasing costs of interim spaces.

- iii. Identify operational issues and costs associated with a permanent East County courts facility.
 - iv. Identify court operational needs and a more detailed cost estimate for a renovated Courthouse.
 - v. Identify total project costs for bond measure purposes.
4. To proceed without delay, the consultant contract will be entered no later than September 4, 2001.
 5. The Facilities and Property Management Division will provide draft results of the study and assessment to the Board of County Commissioners by November 29, 2001. It will provide a complete study and assessment report to the Board by January 15, 2002.
 6. Upon consideration of the study, the Board may submit a general obligation bond measure for voter approval at the November 2002 general election.

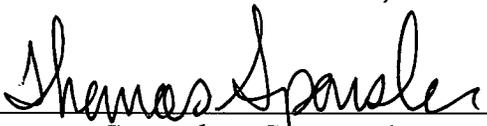
ADOPTED this 9th day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney



Diane Linn, Multnomah County Chair

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MEMORANDUM

TO: Board of County Commissioners
Mental Health Coordinating Council
DCFS Administrative Staff

FROM: John Rakowitz, Chief of Staff

DATE: August 2, 2001

Re: Mental Health Bulletin

This is the weekly update that is being provided to the Board of County Commissioners, the Mental Health Coordinating Council, and the Department of Community and Family Services regarding recent developments of the *Mental Health Proposed Action Plan – Phase I*.

Next Steps for the Board of County Commissioners:

- Public Hearing Monday August 6, 2001 at 6 PM in the Boardroom, Multnomah Building.
- Board of County Commissioners Budget Review and vote Thursday August 9, 2001:

During the 2001/2002 budget hearings, the mental health portion of the DCFS budget was treated as a placeholder until the policy issues could receive further analysis and a revised mental health budget could be presented.

In July 2001 the Phase I Action Plan was presented with detailed financial and budget information. Additional research is being completed to critique and update the budget figures.

At the meeting on August 9th, the BCC will be asked to review and vote on the four sections of the *Mental Health Action Plan, Phase I*:

- Rollout of the new and reconfigured crisis and acute care alternatives.
- Rollout of the single point of accountability philosophy and structure.
- Infrastructure changes to support the action plan.
- Funding the action plan.

Mental Health Bulletin

August 2, 2001

Page Two

Most Recent Developments:

Meetings between community groups and members of the Mental Health Executive Team are continuing to take place. The purpose of these meetings is to maintain communication and status updates on the proposed crisis and acute care alternatives. Listed below are the community and stakeholder groups the Mental Health Executive Team have met with recently:

- AMHSA/CAMHSA Board Meeting
- AMHSA meeting attendance
- Aging & Disabilities Services Director
- CareOregon CEO, Medical Director and Mental Health
- System of Care Psychiatry Symposium presentation (Friday, August 3)

The meeting with CareOregon included a discussion of the particular methods for financial reimbursement for additional services that will be provided due to the closure of the Crisis Triage Center.

The meeting with the Aging & Disabilities Services Director addressed coordination of care for clients shared by Mental Health and Aging & Disability Services.

Service Update:

- **Access/Crisis Phone System**
These services are continuing to be provided by Providence. This contract has been extended for three months.
- **Urgent Walk-In Clinics**
Three walk-in clinics are now open and seeing clients as planned.
- **Mobile Crisis Outreach Teams**
The teams are operational in West County. East County staff is partially hired. Recruitment is continuing and provider staff are being reassigned from other duties to help fill in the gaps.
- **Secure Evaluation Facility**
Contract negotiations are continuing at Woodland Park.

Mental Health Bulletin

August 2, 2001

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- **Acute Hospital Alternatives**

Authorization for acute care alternatives will begin August 1 when the Acute Care Coordinators commence. Referrals will begin at that time.

- **Acute Care Coordination**

Four of six are hired and starting today.

Mental Health Coordinating Council met August 1, 2001 to review the following points:

- Ongoing discussions regarding the Mental Health Action Plan and implementation.
- Updated budget review since the last MHCC meeting.
- Update on Cultural Competency Planning.

Cc: Chair Diane Linn, Mental Health Executive Team



Diane M. Linn, Multnomah County Chair

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501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

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MEMORANDUM

TO : Board of County Commissioners
Mental Health Coordinating Council
FROM: John Rakowitz, Chief of Staff
DATE : July 26, 2001
RE : Mental Health Bulletin

This bulletin is the latest update being provided to the Board of County Commissioners, Mental Health Coordinating Council, Department of Community and Family Services and various partners regarding the changes in acute mental health services.

Next Steps for the Board of County Commissioners:

- The Chair's Office will continue to meet with the Board of County Commissioners on an individual basis to address questions about the Mental Health Action Plan. These briefings will be scheduled as soon as possible around the Commissioners' schedules.
- A public hearing has been scheduled for August 6, 2001 at 6:00 p.m. in the Commission Boardroom regarding the Mental Health Action Plan.
- Dale Jarvis, Project Consultant, is doing a thorough budget analysis of the Mental Health Action Plan with Karyne Dargan and the County's Budget Office.
- At the August 9th Regular Board meeting, the Board of County Commissioners will be voting on budget items for Mental Health Action Plan.

Partnership Activities:

- Peter Davidson, John Ball, and Verity staff met with the Hispanic Roundtable on July 20th. The mental health needs of the Hispanic population were discussed and a dialogue was started about how to close the communication gap and start an efficient feedback loop.
- Seth Lyon and Peter Davidson also met CAMSHA to update them on the implementation of the Mental Health Action Plan.

Memorandum to: Board of County Commissioners, Mental Health Coordinating Council,
From: John Rakowitz
Date: July 26, 2001
Page Two

- Peter Davidson and Jim Gaynor attended a group discussion with Hooper Detox and Tualatin Valley Mental Health regarding a joint proposal as it relates to active detox and acute care mental health services.
- The Mental Health Executive Team is meeting on a weekly basis with labor about transition services.
- The Mental Health Executive Team is also organizing an ombudsman oversight committee to structure the new position. The goal is to hire the most qualified candidate in the next thirty days.
- Press releases, ads and public service announcements are being sent to local newspapers and radio and television stations about the closure of CTC. The information provides the mental health crisis hot line number that can be used to access services and receive brief crisis counseling. Press releases also list the addresses, phone numbers and service hours of the three no-appointment, walk-in clinics.

Service Update:

- The three walk-in clinics are up and running and already providing services to individuals with mental health issues.
- Operational meetings are continuing with the Crisis Triage Center to ensure a smooth transition of the phone system on July 29th.

Cc: Chair Diane Linn, Mental Health Executive Team, DCFS Admin. Staff

FY 2002 BUDGET NOTES

07/02/01

Contingency Requests

In addition to requests that meet normal criteria for transfer, the Board will consider requests for transfers from the General Fund Contingency account during FY 2002 for the following purposes. Additional information for some of these contingency requests can be found in the budget note section.

- **Court Day Care:** The Board will consider providing a one time only match to the State and/or private business or non profit groups interested in providing operating funds for a court day care facility (\$25,000)
- **Single Access Point Homeless Shelter:** The Board will consider a contingency funding request for a single access point into the homeless families system as provided in the Homeless Families Plan. The Board recognizes that this service is ongoing in nature and ongoing funding would have to be provided within the County's financial constraints for future fiscal years.
- **CARES Child Care Grant:** The Board will consider a one time only contingency funding as grant match for potentially new state child care funds.
- **Sexual Minority Youth:** The Board will provide \$50,000 of contingency funding for sexual minority youth services that were cut. The ongoing funds have been budgeted in the General Fund Contingency pending the Department of Community and Family Services providing a plan to the Board describing how the funds will be spent. Return to the Board by August 1, 2001.
- **Housing Program Strategic Planning & Program Development:** The Board will consider one time only contingency funding request to pay for professional services to DSCD's housing program to support a joint County/cities/non-profit housing task force (\$25,000).
- **OCHIN Transition:** The Board will consider a one-time only contingency funding request for professional services for the OCHIN transition (\$30,215). Health Department to provide additional information
- **Courthouse Planning:** The Board will consider a one-time-only contingency funding for planning related services for the Courthouse, up to \$250,000. Staff will return to the Board for a briefing on this issue and more detailed information regarding the funding request.
- **Teen Parent Network Coordination:** The Board will consider a one-time-only contingency request for \$15,300 pending additional information about the program.
- **Civil Rights Ordinance Enforcement:** The Board may appropriate up to \$25,000 for enforcement of the County's Civil Rights Ordinance.
- **Potential Capital Projects:** The Board has reserved \$718,000 in General Fund Contingency for potential Capital Improvement Projects. The Board will consider providing one-time funding from this source during FY 2002 if the Department of Sustainable Community Development presents a spending plan supporting a strategic capital investment.

Budget Notes

Quarterly Reporting Process

The FY 2002 budget process highlighted the tension between allocating scarce resources and developing new revenue sources to offset budget reductions. Given the department's creative responses in developing new revenue sources and the lack of historical data to forecast these new revenues, the Board directs the Budget Office and those affected departments to return to the Board on a quarterly basis to report on revenue and expenditure data in the form of a Quarterly Financial Report. That report should include the status of a department's expenditures and revenues, an explanation of seasonal trends and unusual expenditures and revenue receipts,

FY 2002 BUDGET NOTES

07/02/01

and whether or not the department will meet year end targets and/or appropriations. The report will also include a section updating and advising the Board on the status of bond fund activity.

If revenues fail to meet projections, the Board directs the Budget Office in consultation with the Departments to return to the board with a reduction plan evaluating and outlining options to bring expenditures in line with new revenue projections.

Specific revenues to be addressed include, but are not limited to:

- Pay to Stay Fee Collection
- Animal Control Fines and Fees
- Property Tax
- Motor Vehicle Rental Tax
- Gas Tax
- Business Income Tax
- Federal Bed Rental Revenue
- Federal Financial Participation Revenue
- Primary Care Clinic Revenues
- Recording Fees
- Internal Service Revenues (Facilities Management, FRED's, Data Processing, Risk Fund)
- Assessment & Taxation Supplement
- Strategic Investment Program Revenues
- State Revenues including Department of Corrections Revenue
- DUII Fee Revenues

State Funding Formula Issues

The Direct Report Managers (DRMs) are to develop a countywide policy for the Boards consideration, to address state funding formula issues (grants-in-aid, ADS equity issue). As part of the construction of the policy issue/statement, the DRMS are to collaborate with the State Department of Human Resources reorganization efforts in a partnership context

Non-County Agencies

Prior to planning for FY 2003 the Board will consider the array of Nondepartmental appropriations to non-County agencies and how to knit them more closely into the County policy web.

Primary Care Clinic Revenues

The Health Department and the Budget Office will monitor the client flow and access issues in the County's primary care clinics, and return to the Board quarterly with an update. Should budgeted fee revenues fail to materialize after the first quarter, the Health Department is to return with proposed program reductions to take effect immediately (see Quarterly Reporting Budget Note).

Pretrial Release System Redesign

The Local Public Safety Coordinating Council (LPSCC) has been reviewing the County's Pre-Trial Release System for increased efficiencies, effectiveness, and potential for cost savings. The Court Work Group has been designated as the group responsible for deciding how to best proceed. The Court Work Group is currently reviewing and validating pre-trial release criteria. It is also forming recommendations for an information system that will eliminate duplicate information collection during various pre-trial release interviews and the booking process and allow information to be shared more easily. LPSCC will brief the Board at the conclusion of these activities.

FY 2002 BUDGET NOTES

07/02/01

Pay to Stay Review

The Sheriff's Office shall return to the Board in the fall with a review of the Pay-to-Stay program, including information about number of clients billed, percent of billings collected, civil judgments entered against clients for reimbursement, and impact on families, if known. Also, the Board will discuss the policy implications of collecting from clients whose significant assets (homes, cars, etc.) may be seized.

INS/US Marshal Revenue Review

During FY 2002, the Sheriff's Office shall report monthly to the Board and the Budget Office on federal bed rental receipts. Should budgeted revenues fail to materialize at budgeted levels by the first quarter, the following sources will be used in this order as potential offsets to unrealized revenue.

- \$1,650,000 additional carryover/underspending in the Sheriff's FY 00-01 budget (below 96%).
- \$750,000 planning money for a possible East County Justice Center.
- \$500,000 from Community Justice programs and/or additional state Community Justice funding that could offset programs currently funded with County general fund. (The expanded Mentorship and Treatment Foster Care programs can proceed as originally planned.)

Oregon Project Independence

The Board wishes to ensure that funding for Oregon Project Independence remains at the top of the County's legislative agenda. To that end, the Board directs the Public Affairs Office to report on efforts to assist the state in approaching the federal government for sufficient revenue support for this program.

Federal Financial Participation Work group and Schools

The Federal Financial Participation work group is directed to work with Portland Public Schools to explore billing the federal government for the portion of PPS employees time that is potentially reimbursable.

Mental Health Redesign Budget

The Department of Community and Family Services will present the Board with a revised mental health budget that reflects the redesign of the mental health system no later than July 30. The necessary budget modifications to reallocate funding should be submitted shortly thereafter and reflect any Board feedback.

Comprehensive Services for Children and Families in Foster Care System

The Board will make final budget decisions on early intervention services for foster children and their families in the fall. This partnership model will start with the opening of the CRC, but will only require County funds in FY 2002-03, currently estimated at \$250,000- \$300,000.

Bienestar at Rockwood

The Adopted Budget includes \$100,000 of funding for a spring start-up of Bienestar at Rockwood, contingent on sufficient Federal Financial Participation funds being realized. Prior to start-up, the Department of Community and Family Services should discuss with the Board the availability of sufficient ongoing funds to support this program as well as plans for expansion of Bienestar into Columbia Villa.

FY 2002 BUDGET NOTES

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Information Technology Issues

DSS will arrange a peer review (or due diligence report) on the organizational implications of the Information Technology Organization.

DSS will move forward with the mainframe migration implementation. DSS shall report to the Board with information on alternative financing options. The Board may choose different financing sources than those currently budgeted.

Facilities Issues

The Facilities Priority Committee will schedule a worksession with the Board to examine current Asset Preservation Policy and Fund. The worksession agenda should include definition of asset preservation, deferred maintenance and capital improvement projects. The Board would also like information on the history of Asset Preservation, fund status, unfunded projects and descriptive information.

Facilities to schedule a worksession with the Board to provide a briefing regarding the status of the downtown Courthouse project. Additionally, the Board would also like to be briefed on the status, options and funding implications of the Gresham Temporary Court space. When and if the Board approves funding for Gresham Temporary Court space, it will come from the Capital Program for FY 2002.

Budget Office will recommend a threshold dollar value with respect to the use of Asset Preservation Emergency appropriation and when it should be reported back to the Board.

The follow proposed amendments/items will be brought back for the Boards consideration during the summer:

- 02-dscd-pa-04 Sheriff's move to Yeon;
Yeon Building Repairs & Maintenance Project (\$2,000,000)
- 02-dscd-pa-04 Multnomah Building 5th Floor Remodel (\$492,000)
- 02-dscd-pa-04 Multnomah Building Green Roof Design (\$49,700)
and Construction (\$282,000)
- Master Plan Delay pending further consideration
- Develop Charter River Patrol Building on the Columbia River

FY 2001 Departmental Spending Target Review

The Budget Office will review year end balances in August to report on whether departments were successful in meeting their 96% expenditure targets. If the overall General Fund Beginning balance is less than budgeted and a department did not meet its spending target, the Budget Office will return with recommendations that departments carryover amendments be revisited as potential cuts.

Flash Money

The County understands that, on occasion, the use of large sums of money known as "flash money" is a necessary element to the successful investigation of drug, property, and other types of crimes by the Sheriff's Office. In order to further an investigation, the use of flash money is an important tool to the infiltration of the criminal enterprise and in gaining the acceptance and confidence of an alleged criminal. The County also understands that there is a risk of loss when flash money is used during these types of investigations. The County acknowledges the sum of \$100,000 as an acceptable risk when using flash money in a criminal investigation.

Resolving the Multnomah County Acute Care Crisis

Proposed Action Plan - Phase I

August 6, 2001

Jim Gaynor, Director of Mental Health Redesign, Verity

Peter Davidson, MD, Chief Clinical Officer/Medical Director, Verity

Dale Jarvis, CPA, MCPP Healthcare Consulting, Inc.

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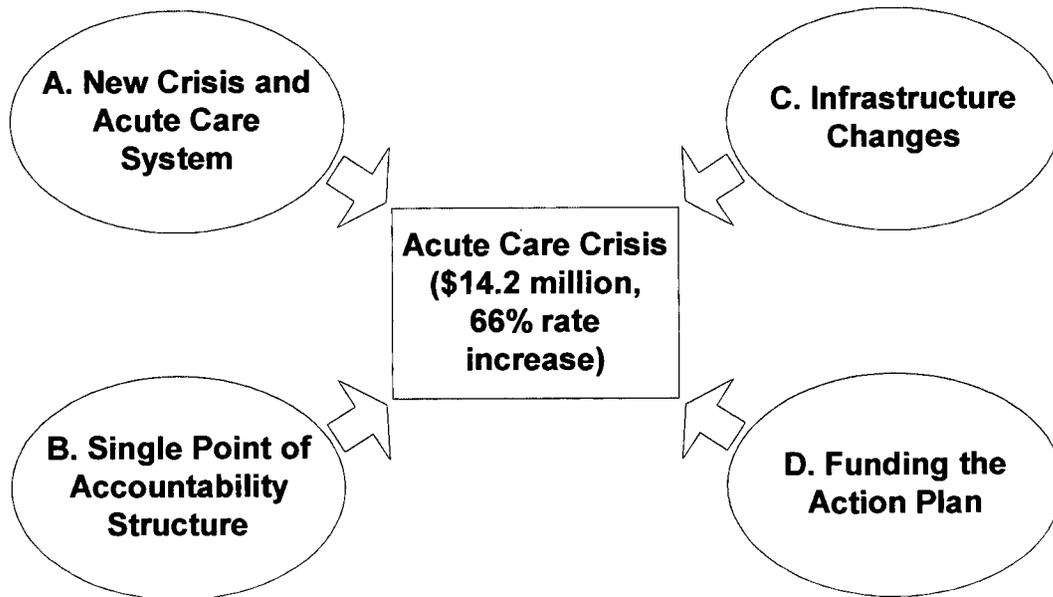
Executive Summary

In the fiscal year that just ended June 30, 2001 the average cost for an Oregon Health Plan acute inpatient bed day was \$422.50. With the implementation of the new, per diem arrangement that goes into effect next month, this average rate will increase 66% to approximately \$700 per day. Based on a thorough analysis of projected inpatient use, this represents a \$4.2 million (43%) increase in inpatient costs from \$9.9 million to \$14.2 million. This increase is based on the assumption that, as the Crisis Triage Center closes August 1, 2001, new and more comprehensive inpatient alternatives will start being brought online and hospital admissions will begin to decline. If better management of inpatient does not occur during the fiscal year, Multnomah County will spend an additional \$1 million or more on inpatient expenses (on top of the \$4.2 million planned increase).

These rate increases mean that one out of every five mental health dollars (20%) will be spent on inpatient services. These figures do not include state hospital costs, which increase the inpatient percentage. These are the highest costs in the State of Oregon and the Pacific Northwest. For example, King County Washington (Seattle) spends 13.2% of their mental health funds on inpatient services.

Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The Phase I plan that is presented in this report is a 90-day first step towards resolving this crisis. It includes four areas of intensive activity that must be implemented immediately.



A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. Six action-steps must be taken to support the implementation of these services.

1. Access/Crisis Phone System
2. Urgent Walk-In Clinics
3. Mobile Crisis Teams
4. Secure Evaluation Facility
5. Acute Hospital Alternatives
6. Acute Care Coordination

B. Roll-Out of the Single Point of Accountability Philosophy and Structure

Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. Three action-steps must be taken to support the implementation of this philosophy and structure.

7. Single Point of Accountability Structure
8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool
9. Assignment of Existing and New Consumers

C. Infrastructure Changes to Support the Action Plan

There are a handful of “mission-critical” infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important four are listed below.

10. Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool
11. Rapid Implementation of Raintree Systems Computer Software
12. System-Wide Performance Reporting System
13. Redeployment of Key DCFS Staff

D. Funding the Action Plan

The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$21,582,230. This includes \$14,051,935 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently

allocated, the Crisis and Acute Care System is currently underfunded by \$6,730,044. The following action steps must be taken to resolve this crisis.

14. Reallocation of New OHP System-Wide Funds
15. Transfer of the 3% OHP Incentive Pool
16. Inpatient Contract Negotiation
17. BHD/Verity Reorganization and Budget Adjustments
18. One-Time Use of Mental Health Reserves

Note: It is important to underscore that the consequences of not funding the crisis and acute care services listed in this report creates significant risks for the Multnomah County mental health consumers, the County and provider organizations. If one or more financial recommendations are considered unfeasible and not implemented, the difference should be appropriated from the County General Fund Contingency Pool.

Implications for Phase II

The 90-day Phase I must be followed immediately by Phase II that should run from days 91 – 365. During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

Introduction

Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The current system is fragmented, has the wrong incentives built-in, and perpetuates costly redundancies. This is neither cost effective nor clinically efficient. It also provides unnecessary impediments for consumers attempting to access the right care at the right time. Accordingly, system accountability suffers.

The solutions outlined in this plan:

- Lay the groundwork for the integrated consolidation of system providers, infrastructure, and the blending of funding streams wherever possible.
- Make strategic interventions in the crisis, and acute care, and outpatient systems in Phase I.
- Begin a process that will allow dollars to be freed up for reinvestment in service expansions and capacities that will result in easy access to the right care, delivered at the right time, for the right price.
- Allow us to move to Phase II where further system development will occur and unnecessary administrative overhead is identified and eliminated.

As old silos are replaced with a new seamless array of easily accessible services, true public-private partnerships based on risk as well as gain sharing will emerge. A new era of system accountability will be born that is much more self-regulating, consumer centered, and responsive.

Consumer choice will be enhanced by providing expanded service options that produce good consumer outcomes. Synergies will be achieved through ongoing horizontal and vertical integration initiatives resulting in systems of activities that are complementary, consistent, interdependent, and mutually reinforcing. The finite pool of system dollars will be managed for maximum effectiveness for the maximum amount of consumer gain. This will be achieved by blending funding streams into a single risk pool managed by the MHO. Performance based contracts will be executed and actively managed by continuous quality improvement specialists serving in responsive outcomes management roles. Likewise, County employed Acute Care Coordinators will serve in the capacity of “innovation stimulators” as well.

Providers will be increasingly self-regulated through performance based accountability contracting models that reward the generation of good consumer outcomes while also assuming the risk and responsibility associated with negative outcomes. Any remaining fee-for-service provider contracting will be aggressively managed. Consumers will no longer be “exiled” from treatment options for any reason. The MHO will be a proactive partner in the development and

deployment of productive and innovative systems of care that minimize risk and promote success. Reinvestment plans will be negotiated that result in increased risk reserves, employee compensation, and capacity building.

Background and Problem Statement

The problems in the mental health system are well known and have been well documented over the course of the past 2 years of redesign initiatives. These problems are interconnected and require an integrated approach to solutions. This section will identify the prioritized target issues most in need of immediate turnaround solutions.

ACUTE CARE CRISIS

Escalating Utilization

Multnomah County has an inpatient utilization rate that is more than twice that of the statewide average when adjusted per capita (bed days/month/1000 members). When Multnomah County's utilization data is removed from the statewide aggregate data, we exceed inpatient rates by a factor of almost four (19/1,000 vs. 5/1000). The major reason for this predicament is the lack of less costly and more clinically appropriate sub-acute and crisis response alternatives. It should be noted that risk often motivates the deployment of these types of service alternatives, yet this idea was never pursued by the partner hospitals under the risk partnership contractual arrangements over the past 2 years. Inpatient care should be targeted to stabilize individuals so that they can be more actively engaged in community based recovery oriented treatment. Instead, it is capable of consuming over a third of the total available system treatment resources if left uncontrolled.

Movement to Per Diem Inpatient Vendors

The inpatient providers in the process of severing their current risk contract with the County and return to individually negotiated per diem bed rates. This return to a fee-for-service relationship will result in a significant net increase in the cost of a bed day of an average of 66% over current rates. When factored in to present utilization rates, this could result in an annual inpatient cost of over \$15,000,000. Suffice it to say that this development mandates a rapid utilization management solution to reverse this scenario.

Absence of Vital Crisis Response Service Continuums

The Crisis Triage Center (CTC) performed a vital system function but was nonetheless providing significantly fewer crisis response services than it agreed to perform in its proposal to the original RFP. Because of this, the CTC was a very expensive system component. The CTC's efficacy was severely compromised due to the lack of a strongly coordinated system of adjunct crisis services geared toward mitigating the inpatient risk with more appropriate and less costly alternatives. This most critical service element is the most glaring service gap in the current system.

OUTPATIENT DELIVERY SYSTEM

Fragmentation and Market Rivalry

Multiple providers delivering basically the same types of services while looking to protect and expand their historical market share does not drive good collaboration or true partnership. It does drive a lot of expensive window dressing and meeting time, which only resembles true collaborative partnership. Competition for scarce clinical resources across professional disciplines results in added ongoing recruitment costs that could be better spent by providing a more stable integrated workforce at higher wages. The providers could look to create seamlessly integrated niche specialties and clinical centers of excellence that would better benefit consumers and the system as a whole. Historically, there was little financial incentive to explore consolidated service delivery models in an environment of “co-opetition” (cooperation + competition).

Fee-for-Service Program Structure

The current outpatient reimbursement formula pays for services based 50% on encounter and 50% on case rates. This encourages the outpatient system to perform in much the same way as under fee-for-service models. However, under managed care, the case rate portion results in a net loss from those historical Medicaid fee-for-service revenues. Therefore, the outpatient system is experiencing much downside associated with risk while still operating the same way as before. This dual mismanagement rewards the system for focusing on those who are easiest to care for while neglecting the difficult client most likely to need more costly and intensive services. Currently, the outpatient system is financially encouraged to shift the care for difficult clients to hospitals rather than expend the overburdened clinical resources to provide alternatives to hospitalization.

Administrative Redundancy

The current multiple providers separately fund multiple administrative structures that are mirror operational components of one another. These redundancies come at a high cost to the system, whereas, if providers were consolidated, the savings would be reinvested in vital service and capacity expansion. The two major contracting networks (ABH and HSA) show some economies of scale, but they provide yet another layer of administrative overhead. Member organizations must reduce their individual administrative structures to offset the costs the networks charge back to the members.

Low Productivity

Despite feeling genuinely overburdened with huge caseloads and dramatically reduced fiscal reserves, the average time clinical staff spend in direct clinical encounters with consumers averages less than 50% across the system. Paperwork, meetings, lack of automated processes, and antiquated infrastructures are reasons given as to why more direct service time isn't being spent with consumers. Productivity should and can be increased significantly. Nationwide, successful provider organizations have found ways to work smarter, resulting in more effective and efficient clinical service models. Providers must also find ways to reduce their overhead costs. These changes will result in more time for clients and the ability to better meet the needs of the community. It is

also important to note that the MHO must be part of this solution by working to reduce unnecessary paperwork and non-value-added procedures to a minimum.

Access

Waiting times to access outpatient services are too long. Approximately twenty-five percent of all consumers accessing the inpatient system are not assigned to any outpatient provider. This results in a very expensive access system whose doorbell is, by proxy, a bad outcome (i.e. deterioration to the point of requiring an inpatient stay).

The providers, with a combination of poor productivity, greatly increased caseloads, and little incentive to successfully move clients from out the back door (i.e. successful recovery oriented treatment utilizing natural community systems of support), are in fact unwittingly contributing to their own burnout and failure. The bottleneck at the front door is experienced by the providers as being a direct result of a real lack of service capacity to meet the demand needs of clients wishing to access outpatient services. The reality is that as access to less expensive and most appropriate care is impeded at the outpatient level, more and more consumers are deteriorating to the point of having to access the inpatient system. This in turn bleeds more money out of the outpatient pools, which then results in more diminished outpatient capacity. This downward spiral must be reversed. The best way to achieve this is to provide adequate incentives to provide access on demand and to lower hospitalization

BUSINESS MODEL AND ORGANIZATIONAL STRUCTURE

Accountability Alignment

The single variable most responsible for the deterioration of the mental health system with the advent of capitated Medicaid funding is the adverse alignment of risk and reward across the system. Shared risk contracting, when properly aligned and aggressively managed, generates true partnerships and, most importantly, effective, expanded, and seamless clinical care continuums. This is the difference between managed care nightmares and good managed care being synonymous with good and timely clinical intervention. Good accountability-based contracting will result in the right care being delivered at the right time and for the right price. When done effectively, the consumer benefits enormously. Secondarily, so does everyone else.

Contract Compliance Management

The County's contracting and contract management processes are in need of major change. Multiple contracts with multiple terms and expiration dates that get changed, sometimes only verbally, are often signed several months after the services are being delivered. The ongoing management of performance metrics and other contract terms are frequently renegotiated in the direction of less value than the original terms. MHO staff will be focused on performance that generates good consumer outcomes. Contingencies must be considered and acted upon when, despite all efforts otherwise, contract agencies fail to meet necessary conditions specified in the contract.

Role Diffusion

The relationship between the MHO and the Behavioral Health Division (BHD) has been unclear in the past. Clear boundaries and relationships must be defined and operationalized to maximize accountability while maintaining the flexibility to continuously improve in mutually effective ways. As always, assuring that the right care is taking place at the right time and for the right price will be the ultimate yardstick against which any change is made and measured. Fiscal accountability between the two divisions must be reconciled accordingly.

Data Analysis and Infrastructure

Standardized reporting across specified outcomes management targets must be made available through sound database/data warehouse development and ongoing analytical processes that can optimize continuous quality improvement activities.

CONSUMER INVOLVEMENT

Advocacy versus Empowered Ownership

The consumer advocacy landscape in Multnomah County is very impressive. This is due to the inclusive process involvement by consumers throughout the redesign process. This is also due to the level of talent and commitment embodied in the advocacy community. It is time to take advantage of this underutilized resource. We need to provide a conducive platform that shifts the advocacy community away from a reactive mode towards more proactive involvement and ownership in making new solutions work. In this regard, consumers are most likely to become the true partners in crafting the solutions they so desperately deserve. Development of Ombudsman functions, expansion of the office for consumer affairs, and deployment of expanded peer support services will serve to enhance the continued proactive involvement in existing stakeholder forums. Additionally, inclusion as valued contributing members on contract provider Boards of Directors will serve to secure necessary governance representation as well.

Proposed Action Plan: Phase I

The Phase I plan presented below is a **90-day first step** towards resolving the acute care crisis in Multnomah County. It includes four areas of intensive activity that must be implemented immediately, including:

- A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives**
- B. Roll-Out of the Single Point of Accountability Philosophy and Structure**
- C. Infrastructure Changes to Support the Action Plan**
- D. Funding the Reconfigured System**

These recommendations are based on a detailed financial and utilization analysis that examined all aspects of the Multnomah County Mental Health System including:

- Detailed review of outpatient **client and service delivery history** for Oregon Health Plan enrollees and indigent consumers;
- Comparisons of **how much service** was provided, in total, and per client at each outpatient provider organization
- Analysis of all Behavioral Health Division and Verity **provider contracts**;
- Examination of all federal, state and local **revenue sources** and funding restrictions;
- **Inpatient projections** based on several years of admissions, days and average length of stay data for all health plans operating in Multnomah County;
- Sophisticated **demand projections** for mobile crisis, urgent walk-in, secure evaluation facility and acute inpatient alternative services;

Because of the severity of the financial and client safety crisis facing Multnomah County and the carefully built-in interdependencies of the eighteen strategies, ***all must be implemented within the next 90 days*** if the County hopes to prevent insolvency of the mental health system.

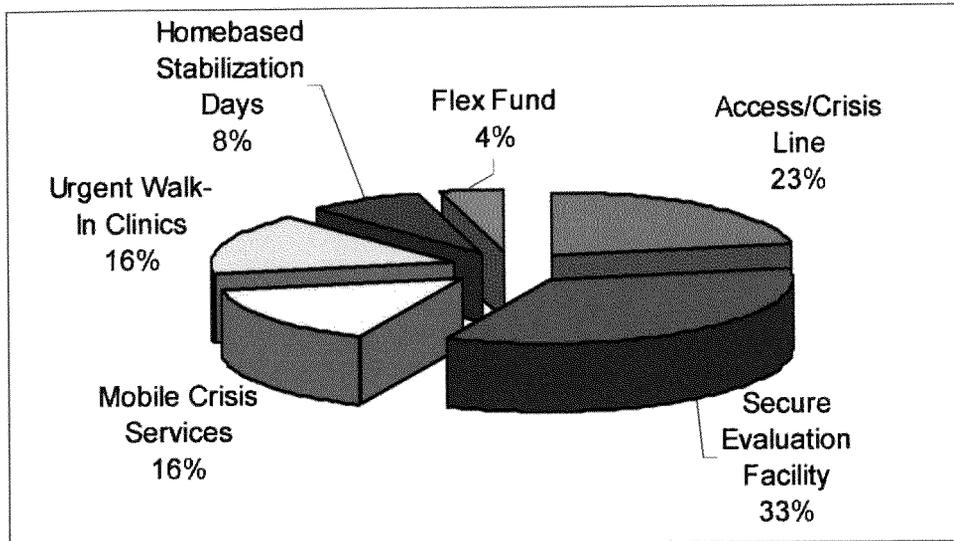
A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. The following action-steps must be taken to support the implementation of these services.

- 1. Access/Crisis Phone Service:** Multnomah County should immediately contract with the identified provider organization to implement a new Access/Crisis Phone Service, with a contract that runs through June 30, 2002. This service will consolidate similar services at Providence, Advanced Behavioral Health, Human Services Alliance, and some portion of Verity's Access Line into a single service. It will also add a Warm Line that is staffed by mental health consumers. This consolidation will allow for improved response time, better connection between phone workers and the outpatient system and reduction of duplication. Providence will continue to provide phone service between July 1 and September 30, 2001 as the new capacity is developed and brought online. *Annual Cost: \$1,803,218.*

- 2. Urgent Walk-In Clinics:** Multnomah County should immediately contract with the identified provider organizations to operate four, regional Urgent Walk-In Clinics, with contracts that runs through June 30, 2002. These Clinics will use a “no appointment necessary” approach and operate during the highest demand periods from 9:00 am to 5:00 pm Monday through Friday. Additionally, a centrally located walk in clinic will operate from 5:00 pm to 9:00 pm Monday through Friday and 1 to 4 pm on Saturday. This design will dramatically increase access to consumers and provide a more appropriate service delivery environment to individuals who have urgent, but not emergency needs. *Annual Cost: \$1,084,821.*
- 3. Mobile Crisis Outreach Teams:** Multnomah County should immediately contract with the identified provider organization to operate Mobile Crisis Outreach Teams 24-hours per day, seven days per week, with a contract that runs through June 30, 2002. During hours of operation Mobile Outreach staff will be co-located at the four Urgent Walk-in clinical sites. During evenings and on Saturday, the Mobile Outreach Team will be co-located with the centrally located Urgent Walk-in clinic. *Annual Cost: \$1,096,305.*
- 4. Secure Evaluation Facility:** Multnomah County should immediately contract with the designated provider organizations to provide 23-Hour observation capacity for a period of assessment for those patients deemed to have the potential to rapidly regain functioning, and to facilitate their smooth reintegration into the community through optimal discharge planning. The contract is currently being negotiated and the final length of the contract along with other contract terms should be determined as part of that process. *Annual Cost: \$2,388,949.*
- 5. Acute Hospital Alternatives:** Multnomah County should immediately contract with designated provider organizations to provide additional alternatives to hospitalization capacity including Intensive Home-Based Stabilization services, Respite Beds, Sub-Acute Inpatient services, and “Flex Funds” to support other creative alternatives. The length of these contracts should be consistent with existing contracts that are in place for these types of services. *Annual Cost: \$3,137,468.*
- 6. Acute Care Coordination:** Multnomah County should immediately complete the development of the Acute Care Coordination Team. Members of this team will work with referring clinicians, discussing treatment options for clients in crisis in the context of the criteria for "medical appropriateness", assisting with referral to the least restrictive and most clinically appropriate care setting. *Annual Cost: Part of Verity's Budget.*

These six changes will result in a system that has many “right doors” and capacity that has been carefully designed to meet the needs of consumers in crisis. The chart on the following page illustrates how financial resources will be allocated to the newly designed crisis system. As the system stabilizes we expect that costs for the secure evaluation facility will decrease and those savings will be redirected towards non-urgent/emergent services.



B. Roll-Out of the Single Point of Accountability Philosophy and Structure

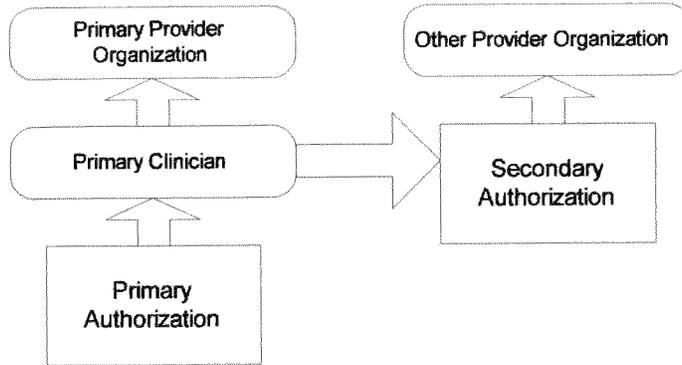
Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These circumstances result in the inability of crisis caregivers, including the police, to determine the most appropriate treatment setting for clients in crisis and often results in hospitalization that may have been unnecessary.

These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. This type of structure is critical to helping prevent crises before they occur. Furthermore, this model is an essential building block for implementing a recovery-oriented care delivery model.

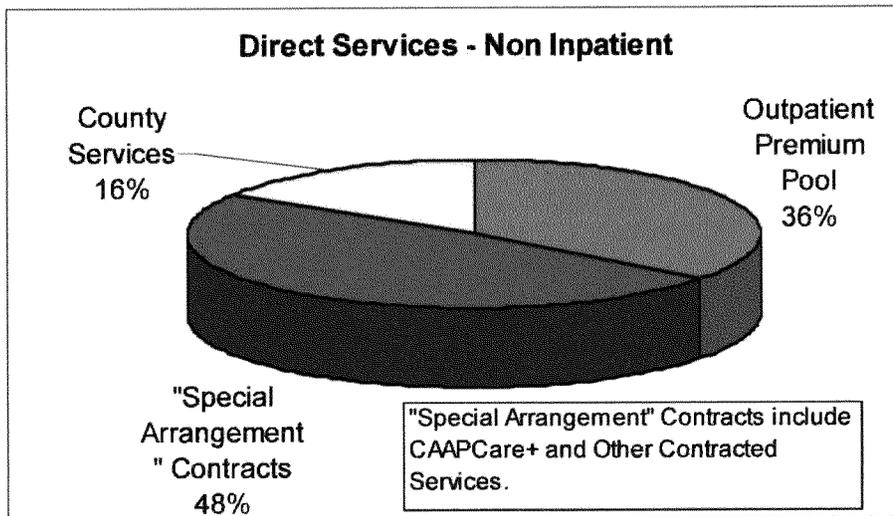
The following action-steps must be taken to support the implementation of this philosophy and structure.

- 7. Single Point of Accountability Structure:** Multnomah County should revise all existing outpatient contracts to establish a Single Point of Accountability structure. Under this structure all mental health consumers whose care is financially supported by Multnomah County would be assigned to a Primary Provider Organization and a Primary Clinician through the issuance of an open-ended Primary Authorization. The Primary Clinician will be part of a Care Team (consisting of at least two individuals – the consumer and the Primary Clinician) whose jobs include treatment planning, service coordination, service delivery, and crisis planning and management. The Primary Authorization will “stay open” for as long as the client resides in Multnomah County or until/unless the consumer transfers to a different Primary Provider Organization, regardless of whether their case file is open or closed. Part of this system will include Secondary

Authorizations that support the purchase of evidence-based services or supports for special services not otherwise available from Care Team members who do not work at the Primary Provider Organization. *Annual Cost: Part of the Outpatient Contracts.*



- 8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool:** The Single Point of Accountability Structure should be supported by a new payment mechanism that increases the flexibility of how monies can be used, provides financial incentives for proper management of the crisis and acute care system and holds providers accountable for poor outcomes. The mechanics of this model are described in Recommendation C10 below.



A financial model that supports the Action Plan is critical to successfully changing the behavior of the provider community. Currently only 41% of the existing funding for the Multnomah County Outpatient System is available for the Single Point of Accountability System – the funds that are in the OHP Outpatient Premium Pool. The other 59% is embedded in “Special Arrangement” Outpatient Provider Contracts (48%) and budgets for County-Staffed Services (11%). The Special Arrangement Contracts are funded through a myriad of case rates and fee

for service arrangements that use “old-style”, commercial managed care arrangements that prevent more flexible and creative use of funds and are necessarily outside the Accountability and Incentive Structure. In addition, these contracts require over 20 full time equivalents of County Care Coordinators, whose salary costs alone are over \$1.3 million per year.

Multnomah County should immediately convert the OHP Outpatient Premium and CAAPCare+ Outpatient Pools to the new Accountability/Incentive Pool. County staff should also immediately begin an Internal Audit and Performance Analysis of the Special Arrangement Outpatient Provider Contracts and County-Staffed Services to determine which services can be moved into the Accountability/Incentive Pool in Phase II. This analysis should be completed by 10/1/2001. *Annual Costs: Phase I \$23,782,833; Impact of Phase II: To be determined.*

9. **Assignment of Existing and New Consumers:** Multnomah County should immediately begin a process to identify the Primary Provider Organization and Primary Clinician for all currently enrolled consumers. This will consist of using historical data in the Verity authorization database to complete a preliminary identification of Primary Provider Organizations. Providers will then review the computer reports, make corrections as needed and identify the Primary Clinician for each consumer. This information will be returned and entered to the County Information System.

The County should also begin a process to rapidly assign all newly identified mental health consumers to a Primary Provider Organization and Primary Clinician. This will include the development of policies and procedures for all providers in the system. Crisis and Acute Care staff will be responsible for helping “hook” new consumers up with Outpatient Organizations. Outpatient Organizations will have clear guidelines for how and when to assign consumers who are new to their organizations. *Annual Cost: Part of the Existing DCFS IS Budget and Provider Outpatient Contracts.*

C. Infrastructure Changes to Support the Action Plan

There are a handful of “mission-critical” infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important are listed below.

10. **Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool:** The funding design for the Accountability/Incentive Funding Pool combines the OHP Outpatient Premium and CAAPCare+ Pools to create a funding stream to be used for OHP and indigent consumers in Multnomah County. Funds will be allocated based on the number of consumers for whom each provider organization becomes the Single Point of Responsibility. If Agency X has taken responsibility for 10% of the consumers they will receive 10% of the pool each month. In return for payment, organizations will be expected to provide all medically necessary outpatient services to their clients. In

addition, use of crisis and acute care services will be carefully tracked and provider organizations will be responsible for covering a portion of those expenses, up to a limit that will be defined by a financial risk corridor. If providers are able to properly manage their caseloads and lower the utilization of crisis and acute care services, incentive payments will be made to the organizations in the form of a rebate on under-spent Crisis and Acute Care System funds. The risk corridor will be designed so that no provider organizations will be threatened with catastrophic losses.

For the first year, smaller providers, who believe that they may not be able to manage under the new funding model, can select a Hold Harmless alternative where their crisis and acute care utilization will be monitored but funding accountability and incentives will not apply.

Multnomah County Board of Commissioners are requested to immediately approve the Outpatient Accountability/Incentive Funding Model and direct staff to develop the Policies and Procedures Manual that includes the detailed business rules for this model. Provider contracts must be revised so that the system can be phased in between July and September 2001, with full implementation beginning October 1, 2001. Later approval will delay these dates with substantial financial and system problems accruing. *Annual Costs per Action Step 8 above: Phase I \$23,782,833; should increase to a minimum of \$32,000,000 during Phase II with the roll-in of Specialized Arrangement Contracts.*

- 11. Rapid Implementation of Raintree Systems Computer Software:** There are nine categories of County and Provider Organization staff that are necessary to support the reconfigured crisis and acute care alternatives. These include staff working with the 1) Call Center, 2) Mobile Crisis Teams, 3) Acute Care Coordination, 4) Urgent Walk-In Clinics, 5) Primary Provider Organizations, 6) Care Coordination, 7) Member Services, 8) Claims Processing, and 9) Quality Assurance. Together these groups require 34 different pieces of computer functionality to support their work. The functionality ranges from Client Lookup to Authorization Entry to Crisis Episode Tracking to Claims Processing.

A rapid but thorough evaluation was made of existing County computer systems and "off the shelf" packages, covering the areas of Functionality, Architecture, Ease of Implementation, Flexibility, Performance, Security, Reporting, Cost and Vendor Reliability. After determining that existing County systems could not adequately support the 34 functions the Joint County-Contractor IT Workgroup narrowed the field down to two finalists, PH Tech, from Salem Oregon, and Raintree Systems from San Diego California. A final vendor scoring resulted in the recommendation to purchase and implement Raintree Systems.

Because of the emergent need to implement a new solution within 90 days, Multnomah County should suspend normal contracting requirements and immediately contract with Raintree Systems and begin implementation of the new system within 14 days. The functionality of the system should be rolled out in

three phases, October 1, November 1, and December 1, 2001. Five Implementation Teams should be immediately assembled that will be made up of County and Provider Organization staff – Application Develop, Data Conversion, Infrastructure, Deployment, and Reporting. The rapid implementation project should be co-lead by a County and a Provider Organization staff person. *One Time Costs: \$175,000.*

- 12. System-Wide Performance Reporting System:** A great deal of effort went into gathering utilization and financial data from a variety of sources to support the development of the Action Plan. Unfortunately, there was a scarcity of standard reports that could be “pulled off the shelf” to support these efforts. Most available reports were ad hoc in nature, so that the system was operating in a relatively “data-free environment”. As stakeholders of the mental health system already know, the Multnomah County mental health system can no longer operate under these conditions.

Multnomah County should immediately begin the development of a System-Wide Performance Reporting System. The design of this system should be informed by key documents including the Utilization and Financial Modeling Tools that were used to support the Action Plan; Oregon Health Plan Mental Health Organization Agreement requirements; existing ad hoc and standard reports; the March 2001 Recommended Mental Health System Performance Measures authored by Jim Carlson, Seth Lyon and Theresa Posner; the 2001 American College of Mental Health Administrators’ Proposed Consensus Set of Indicators for Behavioral Health; and the January 2001 State of Oregon Report to the Governor from the Mental Health Alignment Workgroup.

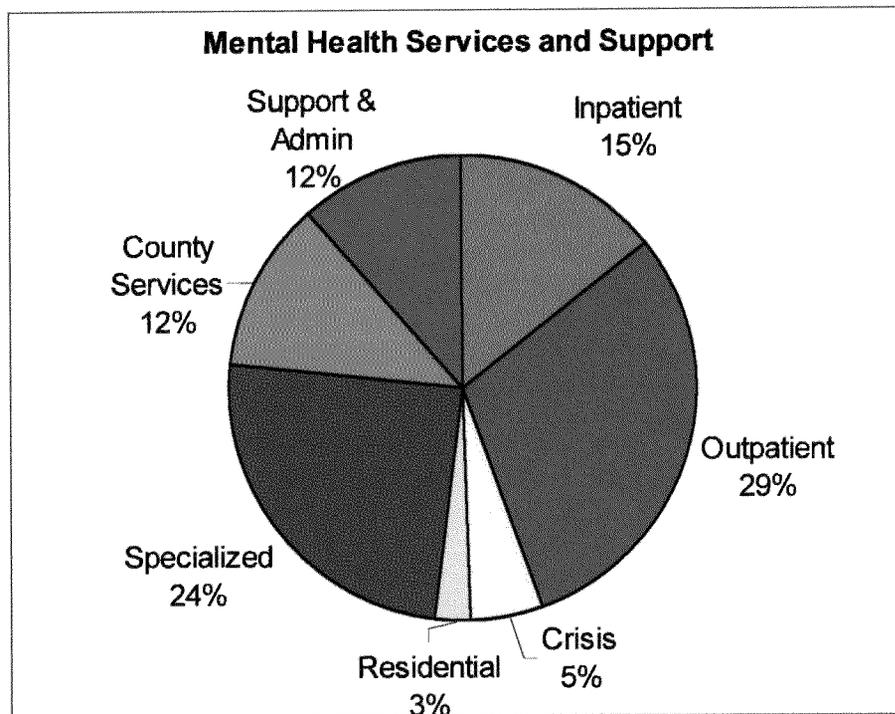
These efforts should result in a set of regularly produced reports for key managers and stakeholders from the Multnomah Board of County Commissioners to Acute Care Coordinators to Primary Clinicians and their Supervisors that are produced daily, weekly, monthly and quarterly, based on need. The data in these reports should be used to build a “culture of measurement” within the Multnomah County Mental Health System, where meetings regularly include the analysis of data and all-important decisions are informed by this analysis. *One-Time Costs: \$50,000.*

- 13. Redeployment of Key DCFS Staff:** There are a number of activities that require the involvement of several DSFS staff members. This includes Acute Care Coordination, Accountability/Incentive System Policies and Procedures Development, Provider Contracting, assistance with bringing up the new Crisis and Acute Care Alternatives, Raintree Implementation, Performance Reporting System Development, further Financial and Budget Analysis, Stakeholder Communications, and more. Many DCFS staff have already been intensively involved in the planning activities that have resulted in this report. These efforts must now be followed by the development of a detailed Implementation Workplan and redeployment of DCFS staff to assist in these implementation activities. Multnomah County leadership should direct all DCFS management

and staff to actively participate in the implementation efforts, as needed. *Annual Cost: Part of the existing Verity Budget.*

D. Funding the Action Plan

The fiscal year 2002 DCFS Mental Health Budget is \$68,769,348. These funds are allocated to several areas, as illustrated in the chart below.



The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$21,582,230. This includes \$14,051,935 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently allocated, the Crisis and Acute Care System is currently underfunded by \$6,730,044. The following action steps must be taken to resolve this crisis.

14. Reallocation of New OHP System-Wide Funds: Currently 16.7% of the OHP Premiums are allocated to a System-Wide Funds Pool. These monies are used to support the Crisis Triage Center and a number of Specialized Services such as Day Treatment, Dual Diagnosis Residential Support, Supported Classrooms and Fee-For-Service outpatient providers. In fiscal year 2001 just over \$4.4 million was allocated to this pool, with \$1.3 million spent on Crisis and Acute Care Alternatives and \$3.1 million spent on Specialized Services. With the addition of a full year of Regence enrolled lives this \$4.4 million has grown to \$5.5 million.

Multnomah County should use the Specialized Services funding levels as of the June 2001 as the basis for fiscal year 2002 funding and redirect the difference, \$2.4 million, to fund the Crisis and Acute Care System. As the system stabilizes

and inpatient costs come down, additional funds should be redirected to the Outpatient Accountability/Incentive Pool. *Annual Amount: \$2,386,980.*

15. Transfer of the 3% OHP Incentive Pool: Currently \$998,980, which represents 3% of the OHP revenue, is allocated to a provider incentive pool. These funds should be earmarked for covering the costs of the crisis and acute care system. These monies would then, automatically become part of the Single Point of Accountability, accountability/incentive pool. *Annual Amount: \$998,980.*

16. Inpatient Contract Negotiation: In fiscal year 2001 Multnomah County was paying an average of \$864 per day for emergency-hold inpatient beds, including professional fees. This is significantly higher than rates paid for other Multnomah County inpatient bed days or the rates paid at other Oregon MHOs. These contracts should be renegotiated immediately, combining them with the inpatient contracts for OHP covered clients, to bring the average rate down to \$700 per day. *Annual Savings: \$365,757.*

17. BHD/Verity Reorganization and Budget Adjustments: Currently 11.52% of mental health dollars are spent on administration, or just under \$8 million. At the same time the administrative functions are spread out over three reporting areas: Verity, the Behavioral Health Division, and the Department of Community and Family Services. This structure significantly impacts the ability of the 75+ full time equivalent administrative employees to effectively accomplish their work.

It is possible to reorganize these administrative functions, consolidate duplicate activities, reduce costs and better support the management and operation of the Multnomah County mental health system through the implementation of the following changes.

Admin Consolidation: Pull the system management activities including Care Coordination, Involuntary Commitment, Adult and Child Contract Management, and DCFS fiscal services out of their respective areas and into Verity. This would allow for the development of a fully functional, self-contained business enterprise with its own fiscal, contract and management capacities, all under "one roof".

8% MHO Administrative Cap: If the costs of the consolidated system management activities are measured against the total revised budget for this area, including provider contracts, the administrative percentage is 9.4%. This compares with the following:

- OMAP provides 8% to fully capitated health plans.
- CareOregon is managed within their 8% rate.
- The State MHDDSD Department provides 8% to MHOs for administration.
- Clackamas MHO administration for FFY99/00 was 6.54%.
- Mid-Valley Behavioral Care Network MHO administration for FFY99/00 was 7%.

- Accountable Behavioral Health Alliance MHO administration for FFY99/00 was 8%.

As part of this administrative consolidation, Verity should bring its administrative costs down to 8% of total contract and service expenditures. It is anticipated that this will require a reduction of approximately twelve FTEs. *Annual Savings: \$988,902.*

12% Behavioral Health Administrative Cap: With the transfer of Care Coordination, Involuntary Commitment, Adult and Child Contract Management to Verity, the existing administrative costs for the Behavioral Health Division would total 16.5%. This budget should be reduced to 12%, which “better-sizes” the administrative staffing in relation to the new duties. It is anticipated that this will require a reduction of approximately four FTEs. *Annual Savings: \$333,880.*

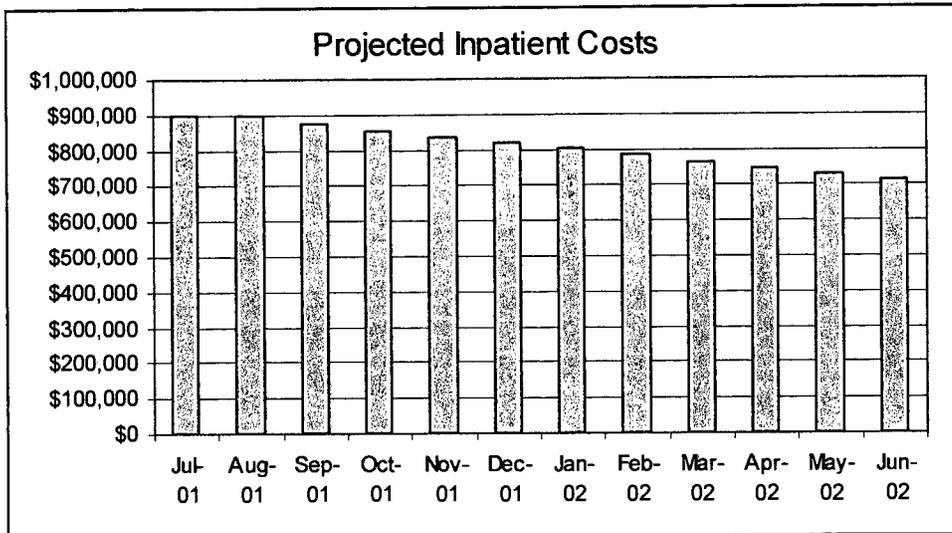
Local Administrative Dollars: Currently \$2.1 million is received from the State to administer Mental Health, Alcohol & Drug and Developmental Disabilities. \$805,640 is allocated directly to programs, of which only \$111,054 is allocated to Mental Health. At the same time \$1,310,870 is allocated to DCFS overhead departments. To support the administrative consolidation 30% of the \$1.3 million of the Local Administration should be transferred to Mental Health to free up additional OHP and State General Funds to support the Crisis/Acute Care System costs. *Total Amount: \$393,261.*

The four parts of this recommendation are interdependent in that shifting or responsibilities must be accompanied by shifting of funds and vise-a-versa. *Total Amount: \$1,716,043.*

The four strategies identified in action-steps 14 – 17 represent a \$5.47 million shift of funds to the Crisis and Acute Care System. This leaves a remaining shortfall of \$1.26 million. After an exhaustive evaluation of all funding sources and programs it is readily apparent that additional cut or funding shifts could severely threaten the already fragile mental health system.

18. One-Time User of Mental Health Reserves: The main purpose of Mental Health Reserves is to cover emergencies that threaten the viability of the MHO. The current Acute Care Crisis constitutes such an emergency. Multnomah County should allocate \$1.26 million of existing reserves to fund excess inpatient costs that are projected for fiscal year 2002.

To prevent a similar shortfall in fiscal year 2003, inpatient expenditures must be reduced 21%. The funding model that was used to develop these recommendations assumes that these reductions will begin in September 2001, with the rollout of the Crisis and Acute Care Alternatives and Single Point of Accountability Structure and grow to a 21% savings by June 2002. The graph on the following page illustrates the required change in inpatient expenditures. *One-Time Costs: \$1,262,284.*



Note: It is important to underscore that the consequences of not funding the crisis and acute care services listed in this report creates significant risks for the Multnomah County mental health consumers, the County and provider organizations. If one or more financial recommendations are considered unfeasible and not implemented, the difference should be appropriated from the County General Fund Contingency Pool.

What is not included in the Action Plan – Phase I

While stabilizing the crisis and acute care system is the immediate, mission-critical intervention to keep the mental health system solvent, there are a number of equally important parts of the system that need to be protected during the process. These includes:

- Child and Family Service Funding:** Public mental health began as a system for adults with severe and persistent mental illness. Funding for children came later and in smaller quantities. Multnomah County has made substantial effort to address shortfalls in this area and design service delivery strategies that are relevant and successful for this population. It is important during an acute care crisis, which is substantially related to the adult population, that funding for child and family mental health services are protected and, to the degree possible, strengthened. This Action Plan has been specifically drafted to prevent reduction of service dollars for child and family services during Fiscal-Year 2002.
- Multi-Cultural and Underserved Populations Funding:** Preliminary analysis of mental health utilization data, by ethnicity, illustrates that non-majority ethnic groups are significantly underserved in Multnomah County. Substantial efforts are underway to develop and strengthen cultural competency in Multnomah County and address under-service to non-majority ethnic groups. This Action Plan has been designed to protect existing funding to organizations that specialize in serving multi-cultural and other underserved populations. The Single Point of Accountability structure is being proposed for these organizations on a “hold-harmless” basis, where multi-cultural providers will be identified as Primary Clinicians and receive continuing payments for their clients without the downside financial risk that will be embedded in the accountability/incentive structure.

- **County Mental Health Service Delivery:** Multnomah County staff in the Behavioral Health Division provide mental health services through their Child and Adolescent Treatment unit and School-Based programs. As the outpatient system begins to prepare for additional funding that will be freed up from a successful resolution to the acute crisis, these services need to be included in the analysis of what's available, what gaps exist, what changes in priorities are necessary to best meet the needs of consumers and family members. These efforts are not part of the Action Plan – Phase I.
- **Alcohol and Drug Services and Funding:** Services and funding for the county-supported alcohol and drug system are outside the scope of this Action Plan.

Important Notes about Cultural Competency and Consumer Involvement

The reader will note that there are no *specific* Acute Care Crisis action-steps addressing cultural competency and consumer involvement. Nonetheless, there are many *implicit* actions within the eighteen steps that relate to both.

It is imperative for Multnomah County to ensure that all services are designed with sensitivity and specialization for specific sub-populations including adults, children, older adults and ethnic and cultural communities. Staffing must consistently attend to cultural and special population considerations incorporating bicultural members, bilingual staff and sub-populations specialists into all staff teams. This is relevant for services that are developed during times of relative calm as well as times of crisis.

Design work has already begun towards producing data that will demonstrate how new services as well as existing ones address the needs of different populations; this is an important element of Action-Step 12, System-Wide Performance Reporting System. In addition, Appendix 3 – Detailed Acute Care Design, describes in greater detail how new services will be deployed in culturally appropriate ways.

Consumer Involvement must also be a characteristic that winds its way through all new and existing planning and service delivery activities. Development of the Single Point of Accountability Structure and Philosophy is a critical foundation step towards building a system of care that is based on placing the consumer at the center of the service delivery process.

The Clinical Design Workgroup was well represented with consumers, including a Consumer Involvement Subcommittee. This group has highlighted the need for a consumer-operated Warm Line, which is an important component of the new Access/Crisis Phone Service. Development of an Ombudsperson will occur within the existing Verity budget.

Work in moving these components of a well-functioning system forward will continue.

Implications for Phase II

When all of the eighteen Action-Steps in Phase I are implemented by September 30, 2001, the acute care crisis will have only begun to be resolved. There are numerous additional Action-Steps that should have been implemented as part of a Phase I. Because of the two-year delay in beginning detailed implementation work, this was not possible.

The 90-day Phase I must be followed immediately by Phase II that should begin at day 91. During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Continued reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

It is only after this Phase II work is completed that the mental health system will be able to regain stability and begin to move away from financial insolvency.

Multnomah County Mental Health FY2002 Utilization/Financial Model

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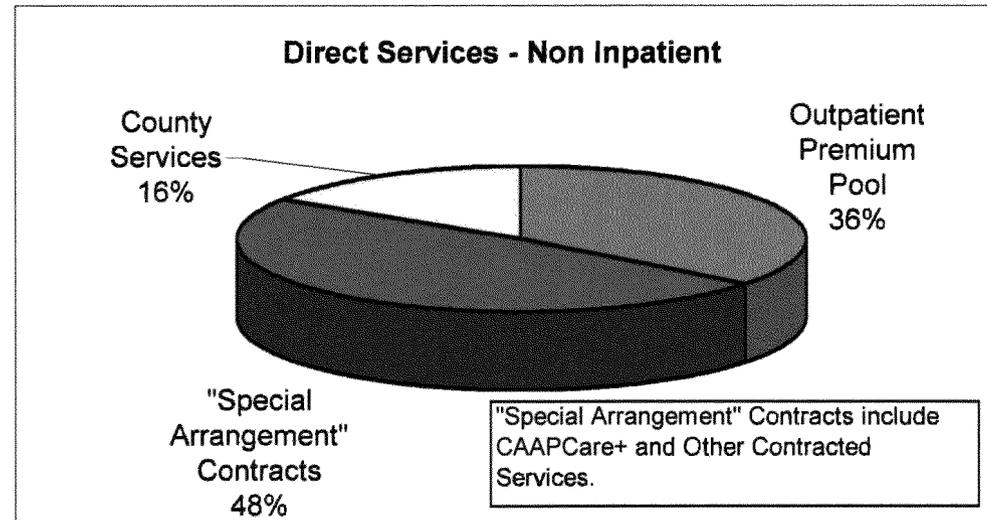
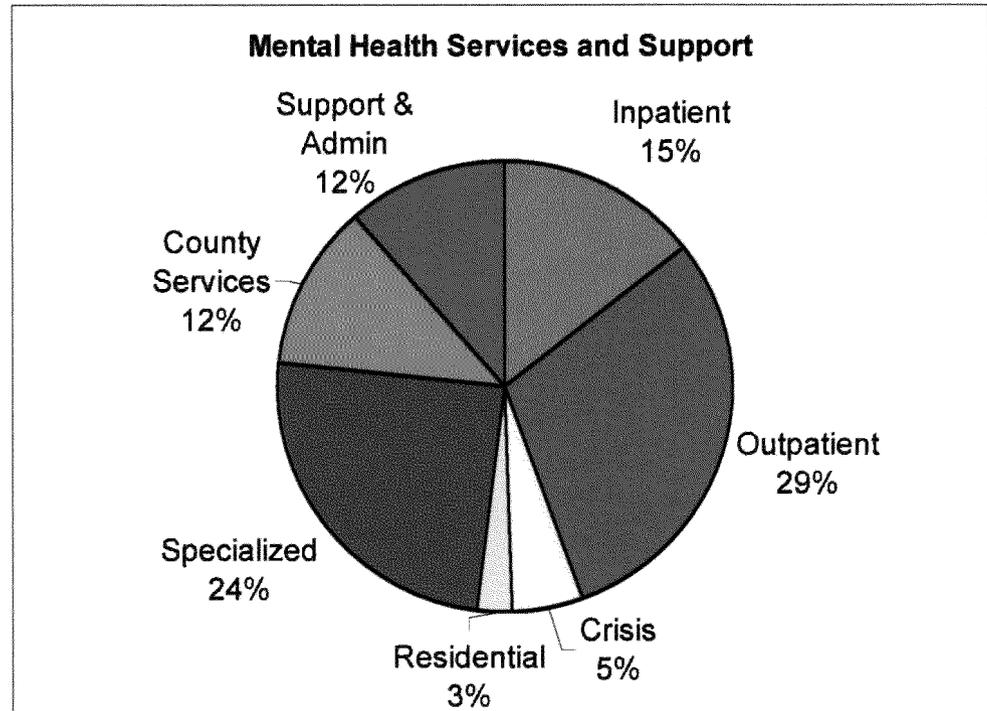
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Multnomah County Behavioral Health -- FY2002 Adopted Budget Analysis

<u>Program Area</u>	<u>Total Budget</u>	<u>Ratio</u>
Indigent Inpatient Contracts	\$2,358,798	3%
Subacute Inpatient Contracts	\$1,129,249	2%
OHP Acute/Subacute Contracts	\$6,519,466	9%
Inpatient Contracts Subtotal	\$10,007,513	15%
Outpatient Premium Pool	\$18,120,680	26%
CAAPCare+, Indigent Medications	\$2,378,560	3%
Outpatient Contracts	\$20,499,240	30%
Crisis System	\$3,456,768	5%
Residential Contracts	\$1,781,494	3%
Specialized Services	\$17,035,959	25%
Other Contracted Services	\$22,274,221	32%
County Treatment Services	\$6,763,492	10%
Involuntary Commitment	\$1,299,459	2%
County Services Subtotal	\$8,062,951	12%
Behavioral Health Administration	\$1,453,811	2%
Care Coordination	\$1,112,372	2%
Managed Care Administration	\$5,359,240	8%
Support Services Subtotal	\$7,925,423	12%
Total Mental Health	\$68,769,348	100%
County A&D Services	\$3,680,825	
A&D Contracts	\$14,762,926	
Total A&D	\$18,443,751	
Total Behavioral Health	\$87,213,099	



Multnomah County Mental Health Crisis and Acute Care Shortfall Analysis

	FY2001 Costs	FY2001 Utilization	FY2002 Costs	FY2002 Utilization	FTEs/Units of Service/Comments
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Section 1: Summary of Costs and Utilization

Crisis System

A. Access/Crisis Line			\$1,578,110	122,585	Incoming Calls
C. Secure Evaluation Facility			\$2,388,949	2,450	Days
D. Mobile Crisis Services			\$1,096,305	14,449	Service Hours
F. Urgent Walk-In Clinics			\$1,084,821	10,800	Service Hours
K. Homebased Stabilization Days			\$533,250	3,333	Verity Days
O. Warm Line			\$225,108		6.00 FTEs
R. Flex Fund			\$300,000		Dollars

Total Crisis System

\$7,206,543

Inpatient/Inpatient Alternative Services

G. Sub-Acute Services	\$1,461,600	4,176	\$1,694,523	5,000	Verity Bed Days
H. Respite Services	\$320,913	3,074	\$609,696	4,357	Verity Bed Days
I. Voluntary Inpatient Services	\$4,110,955	9,135	\$6,915,834	9,880	Verity Bed Days
J. Involuntary Inpatient Services	\$2,117,765	4,706	\$2,819,809	4,028	Verity Bed Days
K. Indigent Inpatient Services	\$1,925,338	1,562	\$2,154,845	1,562	Mult. Co.-Responsible Bed Days

Total 24-Hour Services

\$9,936,572 22,653 \$14,194,707 24,827

Totals assume same number of total bed days for FY2002 with a shift from acute to sub-acute and respite

Acute Care Administration

\$156,750

2.00 FTEs

New IT System Purchase, Customization, Implement

\$175,000

Estimate of new Raintree Software and Implementation Costs

Additional Consultation

\$100,000

Assume additional support will be required during fiscal year

Totals

\$21,833,000

It is assumed that this level of expenditure will be needed to ramp up the new services, cover FY2002 costs, and pay for short-term alternatives, such as 1 month of CTC operations.

Section 2: Currently Available Funds

Indigent Inpatient Contracts	\$2,700,000
OHP Inpatient Contracts	\$7,448,000
Total Inpatient	\$10,148,000
CTC Funds	\$3,456,768
Sub-Acute Funding	\$1,129,249
Total Crisis & Inpatient Alternative Funding	\$4,586,017
Total Inpatient & Crisis Available Revenue	\$14,734,017
Projected Excess(Shortfall)	-\$7,098,983

**Multnomah County Mental Health
Summary of Recommended Changes to Fund the Crisis/Acute Care System**

#	Gain(Loss)	Change Impact	Description of Change	Category
Changes to the Adopted Budget				
0	(\$7,098,983)	\$0	Starting Point: Projected Crisis/Acute Care Shortfall	N/A
1	(\$8,020,314)	(\$921,331)	Reduction in OHP Inpatient Premiums based on \$4.7M overall reduction	Adjust shortfall
2	(\$8,856,488)	(\$836,174)	Decrease in available Indigent Inpatient Revenue	Adjust shortfall
3	(\$9,150,488)	(\$294,000)	Emergency Room recoveries during phase in period	Adjust shortfall
4	(\$9,372,773)	(\$222,285)	Correction of Sub-Acute Rates	Adjust shortfall
5	(\$8,660,172)	\$712,601	Net Savings from Call Center Ramp Up	Adjust shortfall
6	(\$8,503,256)	\$156,916	Net Savings from Mobile Crisis Ramp Up	Adjust shortfall
7	(\$8,536,869)	(\$33,613)	Net Savings from Urgent Walk-In Ramp Up	Adjust shortfall
8	(\$8,365,632)	\$171,237	Net Savings from Secure Evaluation Facility Ramp Up	Adjust shortfall
9	(\$6,730,044)	\$1,635,588	Reduction in Inpatient rates due to Medicare payments	Adjust shortfall
10	(\$4,343,063)	\$2,386,980	Allocate Larger Portion of OHP System-Wide Funds	Recommendation
11	(\$3,344,083)	\$998,980	Shifting of 3% Incentive Pool	Recommendation
12	(\$2,978,326)	\$365,757	Revisions to Emergency Hold Days and Rates	Recommendation
13	(\$1,989,425)	\$988,902	Reduction of Verity Administrative Costs	Recommendation
14	(\$1,655,545)	\$333,880	Reduction of BHD Administrative Costs	Recommendation
15	(\$1,262,284)	\$393,261	Transfer of State Local Mental Health Authority Funds	Recommendation
16	(\$1,262,284)	\$0	Estimate of Reduction in Acute Inpatient Rates	Recommendation
17	\$0	\$1,262,284	One-Time Use of Reserves	Recommendation

**Multnomah County Mental Health
 Audit Trail of Recommended Changes to Fund the Crisis/Acute Care System
 (based on evaluation by DCFs/Verity Staff, County Budget Office, Consultants, and Community Members)**

Cumulative
-\$7,098,983

Notes

0 Starting Point: Crisis/Acute Care Shortfall

1 Change in OHP PMPM Revenue

	<u>Enrollees</u>	<u>% Change</u>	<u>PMPM</u>	<u>Revenue</u>
Jul-01	68,556	0.00%	\$ 39.738	\$2,724,272
Aug-01	69,418	0.00%	\$ 39.738	\$2,758,526
Sep-01	70,000	0.00%	\$ 39.738	\$2,781,653
Oct-01	70,000	0.00%	\$ 39.738	\$2,781,653
Nov-01	70,000	0.00%	\$ 39.738	\$2,781,653
Dec-01	70,000	0.00%	\$ 39.738	\$2,781,653
Jan-02	70,000	0.00%	\$ 39.738	\$2,781,653
Feb-02	70,000	0.00%	\$ 39.738	\$2,781,653
Mar-02	70,000	0.00%	\$ 39.738	\$2,781,653
Apr-02	70,000	0.00%	\$ 39.738	\$2,781,653
May-02	70,000	0.00%	\$ 39.738	\$2,781,653
Jun-02	70,000	0.00%	\$ 39.738	\$2,781,653
Total				<u>\$33,299,333</u>
Original Estimate				<u>\$38,000,000</u>
Gain(Loss)				<u>-\$4,700,667</u>
Outpatient 48.7%				<u>-\$2,289,225</u>
System-wide 16.7%				<u>-\$785,011</u>
Incentive 3.0%				<u>-\$141,020</u>
Admin 12.0%				<u>-\$564,080</u>
Decrease in Inpatient 19.6%				<u>-\$921,331</u>

- New information has clarified that 85,000 enrollees per month were used to project OHP revenue. These figures are not correct. Current information shows that fewer enrollees have signed up with Verity.

- Of the \$4.7 million shortfall \$921K has to be deducted directly from the \$7.4 million OHP Inpatient Revenue.

-\$8,020,314

2 Corrections to Available Indigent Inpatient Revenue

Original Indigent Inpatient Revenue	
Fund Source 24150 Passthrough	\$500,000
Fund Source MHS37 Passthrough	\$800,000
County General Fund Subsidy	\$681,346
Fund Source MHS24	\$718,654
Total	<u>\$2,700,000</u>
Changes to Available Revenue	
Gen. Fund Subsidy Decrease: Approved to Adopted	-\$341,202
Decrease based on projected unused Passthrough	-\$494,972
Gain(Loss)	<u>-\$836,174</u>

- During the final budget revision the County General Fund Subsidy for Inpatient hospitalizations was decreased by \$341,202.

- It has been determined that \$494,972 of State Pass through funds cannot be used to subsidize the crisis and acute care system.

-\$8,856,488

**Multnomah County Mental Health
 Audit Trail of Recommended Changes to Fund the Crisis/Acute Care System
 (based on evaluation by DCFS/Verity Staff, County Budget Office, Consultants, and Community Members)**

		<u>Cumulative</u>	<u>Notes</u>
3 Emergency Room Reimbursement			
Estimated monthly days	105		- Assume 3.5 extra bed days per day for four months.
Average Cost per Day	\$700		
Cost per month	\$73,500		
# months	4		
Gain(Loss)	-\$294,000	-\$9,150,488	
<hr/>			
4 Correction of Sub-Acute Rates			
Costs based on \$350 per day for Subacute Services	\$1,694,523		- Change of assumption of \$350 per day to \$400 per day.
Costs based on \$400 per day for Subacute Services	\$1,916,808		
Gain(Loss)	-\$222,285	-\$9,372,773	
<hr/>			
5 Net Savings from Call Center Ramp Up			
Original budget	\$1,578,110		
Added Providence Phase-In Costs	\$195,000		- \$65,000/month for 3 months
New Contractor Ramp-up Cost Savings	-\$487,601		- Per attached schedule
Savings from Consolidating Existing Phone Services	-\$420,000		- Per attached schedule
Revised First Year Budget	\$865,509		
Gain(Loss)	\$712,601	-\$6,273,192	
<hr/>			
6 Net Savings from Mobile Crisis Ramp Up			
Original budget	\$1,096,305		
New Contractor Ramp-up Cost Savings	-\$156,916		- Per attached schedule
Revised First Year Budget	\$939,389		
Gain(Loss)	\$156,916	-\$6,116,275	
<hr/>			
7 Net Savings from Urgent Walk-In Ramp Up			
Original budget	\$1,084,821		
New Contractor Ramp-up Cost Savings	-\$156,932		- Per attached schedule
Additional Medical Professional Costs	\$190,546		- Per attached schedule
Revised First Year Budget	\$1,118,434		
Gain(Loss)	-\$33,613	-\$6,149,889	

Multnomah County Mental Health
Audit Trail of Recommended Changes to Fund the Crisis/Acute Care System
(based on evaluation by DCFS/Verity Staff, County Budget Office, Consultants, and Community Members)

	<u>Cumulative</u>	<u>Notes</u>
8 Net Savings from Secure Evaluation Facility Ramp Up		
Original budget - Net Cost to Verity	\$2,388,949	
Savings from 3 month delay in opening	-\$597,237	
Payment of Remodel Costs	\$330,000	
Payment of Startup Costs	\$96,000	
Revised First Year Budget	<u>\$2,217,712</u>	
Gain(Loss)	\$171,237	-\$5,978,652
9 Medicare/Medicaid Copays		
Total # of Acute Care Days	13,908	<ul style="list-style-type: none"> - Preliminary assessment of how many inpatient days are for clients who have Medicare and Medicaid, where Medicare is the primary payor and Verity will only have to pay the copay. - Approximately 28% of OHP Inpatient days were for clients with Medicare and Medicaid coverage. - 21% was selected as a conservative estimate of the number of days (75% of 28%).
% of Medicare Days	21.00%	
# of Medicare Days	2,921	
Original Cost Projection	\$700	
Average Copay for Medicare Days (20%)	\$140	
Per Day Savings	<u>\$560</u>	
Gain(Loss)	\$1,635,588	-\$4,343,063
10 Allocate Larger Portion of OHP System-Wide Funds		
OPH System-wide 16.7% Revenue	\$5,560,989	<ul style="list-style-type: none"> - This is a \$785,011 reduction from original budget. - Assumes no change over 4th Qtr 2001 costs. - Back out funds to transfer to Crisis/Acute Care Pool.
Projected Funding for FY2002	-\$4,461,811	
Add-Back of Sub-Acute Portion of FY2002 Costs	<u>\$1,287,803</u>	
Gain(Loss) to Transfer to Crisis/Acute Care	\$2,386,980	
11 Shifting of 3% Incentive Pool		
Projected OHP PMPM Revenue	\$33,299,333	
3% Incentive used to cover Acute Care reserve	<u>\$998,980</u>	
Gain(Loss)	\$998,980	-\$3,344,083
12 Revisions to Emergency Hold Days and Rates		
Original E-Hold Costs	\$1,349,817	<ul style="list-style-type: none"> - Assume a 10% reduction from 1,562 to 1,406. - Negotiate rates to \$700/day including professional fees. This requires a renegotiation of existing contracts.
Reduction in E-Hold Days	-\$134,982	
Reduction in E-Hold Rates	<u>-\$230,775</u>	
Revised E-Hold Budget	<u>\$984,060</u>	
Gain(Loss)	\$365,757	-\$2,978,326

Multnomah County Mental Health

Audit Trail of Recommended Changes to Fund the Crisis/Acute Care System

(based on evaluation by DCFS/Verity Staff, County Budget Office, Consultants, and Community Members)

		<u>Cumulative</u>	<u>Notes</u>		
13 Reduction of Verity Administrative Costs					
Current Admin Expense	\$6,471,612		- Based on budget analysis of Verity budget with addition of QA/UR, Care Coordination, AMH/CMH Contracts, and Involuntary Commitment		
Current Admin Expense as a % of Total Exp	9.4%				
Admin Expense at 8%	<u>\$5,482,711</u>				
Admin. Reduction	<u>\$988,902</u>				
Gain(Loss)	\$988,902	-\$1,989,425	- Savings based on reduction of admin to 8%		
<hr/>					
14 Reduction of BHD Administrative Costs					
Current Admin Expense	\$1,218,349		- Based on budget analysis of BHD budget with transfer of QA/UR, Care Coordination, AMH/CMH Contracts, and Involuntary Commitment to Verity		
Current Admin Expense as a % of Total Exp	16.5%				
Admin Expense at 12%	<u>\$884,469</u>				
Admin. Reduction	<u>\$333,880</u>				
Gain(Loss)	\$333,880	-\$1,655,545	- Savings based on reduction of admin to 12%		
<hr/>					
15 Transfer of State Local Mental Health Authority Funds					
	Director's Office	Info Services	Human Resources	Operations & Support	
Total LMHA Revenue	\$356,083	\$333,605	\$121,353	\$499,829	- Currently \$2.1 million is received from the State to administer Mental Health, Alcohol & Drug and Developmental Disabilities - \$805,640 is allocated directly to programs and only \$111,054 is allocated to Mental Health programs. - \$1,310,870 is allocated to DCFS overhead departments. - The recommendation transfers 30% of the \$1.3 million to Mental Health to free up additional OHP and State General Funds to support the Crisis/Acute Care System costs.
30% Transfer to Cover					
Direct LMHA Duties	\$106,825	\$100,082	\$36,406	\$149,949	
Gain(Loss)			\$393,261	-\$1,262,284	
<hr/>					
16 Estimate of Reduction in Acute Inpatient Rates					
Costs based on \$700 per day for Acute Services		\$11,525,431		- What-if scenario analysis if better rates were negotiated for voluntary OHP, involuntary OHP and emergency hold days. This would bring the deficit closer to zero.	
Costs based on \$650 per day for Acute Services		<u>\$10,759,688</u>			
Potential Savings		<u>\$765,743</u>			
Gain(Loss)		\$0	-\$1,262,284		
<hr/>					
17 One-Time Use of Reserves					
Estimated Current Reserves		\$2,491,771		- As of 7/1/2001; includes repayment of redesign costs and system-wide OHP pool.	
One-Time use of Reserves		-\$1,262,284			
Remaining Reserves		<u>\$1,229,487</u>			
Gain(Loss)		\$1,262,284	\$0		

Multnomah Co. Behavioral Health Administrative Restructuring and Reductions Analysis

Section 1: Reorganization of Activities along Functional Lines

Area	Type of Service	Existing Division	FY2002 FTEs	FY2002 Budget	Reorganization Proposal				
					New Category	Services - BHD FTEs	Budget	Sys. Mgmt. - Verity FTEs	Budget
Div Admin	Admin of BHD Svcs and Contracts	BHD	10.30	\$1,125,439	Services	10.30	\$1,125,439		
Div Admin Contracts	Primarily Consulting Contracts	BHD	-	\$431,478	Services	-	\$431,478		
Children's Treatment Services	Mental Health Direct Service	BHD	66.72	\$5,720,748	Services	66.72	\$5,720,748		
Addiction Services Admin	A&D Admin & Direct Services	BHD	6.70	\$559,433	Services	6.70	\$559,433		
A&D A&R	A&D Services	BHD	35.96	\$2,662,621	Services	35.96	\$2,662,621		
A&D Contracts	A&D Direct Service Contracts	BHD	-	\$14,866,237	Services	-	\$14,866,237		
RDI	A&D Services	BHD	4.00	\$355,460	Services	4.00	\$355,460		
Managed Care	System Oversight	Verity	34.75	\$44,660,346	Sys. Mgmt.			34.75	\$44,660,346
QA/UR	System Oversight	Verity	5.10	\$439,143	Sys. Mgmt.			5.10	\$439,143
CRC	Special Services Contracts	BHD	-	\$2,296,698	Sys. Mgmt.			-	\$2,296,698
Involuntary Commit Program	Statutory Services	BHD	15.00	\$1,299,459	Sys. Mgmt.			15.00	\$1,299,459
Care Coord Services	System Oversight	BHD	13.50	\$1,112,372	Sys. Mgmt.			13.50	\$1,112,372
AMH Contracts	Mental Health Direct Service Contracts	BHD	-	\$9,310,272	Sys. Mgmt.			-	\$9,310,272
CMH Contracts	Mental Health Direct Service Contracts	BHD	-	\$1,274,024	Sys. Mgmt.			-	\$1,274,024
Operations & Support Services	DCFS Support Services	DCFS	7.50	\$579,220	Allocated	2.24	\$173,008	5.26	\$406,212
Information Systems	DCFS Support Services	DCFS	4.25	\$520,148	Allocated	1.27	\$155,364	2.98	\$364,785
Totals			203.78	\$87,213,099		127.19	\$26,049,788	76.59	\$61,163,311

Note: This section describes a restructuring model that allows for the reduction of Administrative Overhead to 8% and supports a fully functional, self-contained business enterprise with its own fiscal, contract and IS capacity.

**Multnomah Co. Behavioral Health
Administrative Restructuring and Reductions Analysis**

	A&D Services Admin \$	Mental Hlth Services Admin \$	Mental Hlth Sys. Mgmt. Admin \$	Total Mental Hlth Admin \$
Section 2: Cost Reduction Data				
Total Expenses	\$18,679,213	\$7,370,576	\$61,163,311	\$68,533,886
Administrative Expenses				
Div Admin		\$1,139,807		\$1,139,807
Div Admin Contracts		\$5,508		\$5,508
Children's Treatment Services		\$73,034		\$73,034
.....				
Addiction Services Admin	\$566,575			\$0
A&D A&R	\$33,992			\$0
A&D Contracts	\$189,789			\$0
RDI	\$4,538			\$0
.....				
Managed Care			\$4,719,255	\$4,719,255
QA/UR			\$444,750	\$444,750
CRC			\$29,321	\$29,321
Involuntary Commit Program			\$16,589	\$16,589
Care Coord Services			\$1,126,573	\$1,126,573
AMH Contracts			\$118,859	\$118,859
CMH Contracts			\$16,265	\$16,265
Totals	\$794,894	\$1,218,349	\$6,471,612	\$7,689,962
Percent of Total Expense	4.3%	16.5%	9.4%	11.2%
Administrative Reductions				
Goal Admin Percentage	N/A	12.0%	8.0%	N/A
Goal Admin Calculation		\$884,469	\$5,482,711	\$6,367,180
Goal Admin. Reduction		-\$333,880	-\$988,902	-\$1,322,782

Note: - This section lists the administrative expenses that directly reside in each service area or have been allocated to those areas.

- Notes:
- OMAP provides 8% to fully capitated health plans for administration.
 - CareOregon is managed within their 8% rate.
 - The State MHDDSD Department provides 8% to MHOs for administration.
 - CAAPCare/Verity MHO administrative costs for Federal Fiscal Year 1999/2000 was 12%
 - Clackamas MHO administration for FFY99/00 was 6.54%.
 - Mid-Valley Behavioral Care Network MHO administration for FFY99/00 was 7%.
 - Accountable Behavioral Health Alliance MHO administration for FFY99/00 was 8%.

**Multnomah Co. Behavioral Health
Administrative Restructuring and Reductions Analysis**

	Mental Hlth Services Admin \$	Mental Hlth Sys. Mgmt. Admin \$	Total Admin \$
Section 3: Cost Reduction Recommendation			
Impact Estimates			
% Reduction Achievable in FY2002	100.0%	100.0%	N/A
Scenario A - Admin Reduction	-\$333,880	-\$988,902	-\$1,322,782
Materials & Supplies % of Comp + M&S	37%	54%	
"Reducibility" Ratio of Materials & Supplies	50%	50%	
Materials & Supplies Reduction	-\$61,993	-\$266,143	-\$328,136
Balance (Reductions from Staffing)	-\$271,887	-\$722,759	-\$994,645
Average Compensation per FTE	\$68,690	\$61,899	
Estimated FTE Reduction	(3.96)	(11.68)	(15.63)
Existing FTEs	78.77	76.59	155.37
FTE Reduction %	5.0%	15.2%	10.1%

Note: - Assume that only a partial reduction in
Materials and Supplies will be able to be made.

**Multnomah County Mental Health
Acute Care Scenario Viewer**

**Scenario: Version 8/5/01
Fiscal Year: FY2002**

Section 4A: Access/Crisis Phone Center

Cost Analysis	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-June FTEs	Rate	1st Yr Amount	Ongoing Amount	Savings
Clinician FTEs	0.00	0.00	0.00	5.82	23.28	23.28	23.28	\$35,000			
Manager FTEs	0.00	0.00	1.00	1.00	1.00	1.00	1.00	\$45,000			
Support Staff FTEs	0.00	0.00	0.00	0.50	1.00	1.00	1.50	\$28,000			
Subtotal FTEs	0.00	0.00	1.00	7.32	25.28	25.28	25.78				
Clinician Salaries	\$0	\$0	\$0	\$16,975	\$67,900	\$67,900	\$407,442	\$2,917	\$560,217	\$814,885	\$254,667
Manager Salaries	\$0	\$0	\$3,750	\$3,750	\$3,750	\$3,750	\$22,500	\$3,750	\$37,500	\$45,000	\$7,500
Support Staff Salaries	\$0	\$0	\$0	\$1,167	\$2,333	\$2,333	\$21,000	\$2,333	\$26,833	\$42,000	\$15,167
Subtotal Salaries	\$0	\$0	\$3,750	\$21,892	\$73,983	\$73,983	\$450,942		\$624,551	\$901,885	\$277,334
Protocol 10 PM - 8 AM Costs	\$0	\$0	\$0	\$0	\$7,500	\$7,500	\$45,000		\$60,000	\$90,000	\$30,000
Benefits/Payroll Taxes								25%	\$156,138	\$225,471	\$69,334
Other Exp. as % of Comp.								40%	\$249,820	\$360,754	\$110,934
Total Cost									\$1,090,509	\$1,578,110	\$487,601
Providence Call Center Costs	\$65,000	\$65,000	\$65,000	\$0	\$0	\$0	\$0		\$195,000	\$0	-\$195,000
Total First Year Costs									\$1,285,509		
Cost Offset of Existing Phone Staffing							FTEs	Rate *			
Mt. Hood							4.00	\$55,000	-\$146,667	-\$220,000	
Unity							5.00	\$53,000	-\$176,667	-\$265,000	
Network Behavioral Health							2.50	\$58,000	-\$96,667	-\$145,000	
Total Offset							11.50		-\$420,000	-\$630,000	
Rate * Note: This is a fully loaded rate: salary, benefits, payroll taxes, other expenses.											
Net Additional Cost for Crisis/Acute Care System									\$865,509	\$948,110	
Cost per Month										\$79,009	
Current Cost per Month										\$65,000	
Difference										\$14,009	

**Multnomah County Mental Health
Acute Care Scenario Viewer**

**Scenario: Version 8/5/01
Fiscal Year: FY2002**

Section 4D: Mobile Crisis Services

Cost Analysis	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-June FTEs	Rate	1st Yr Amount	Ongoing Amount	Savings	
Clinician FTEs	0.00	5.67	17.22	17.22	17.22	17.22	17.22	\$35,000		\$602,622		
Manager FTEs	0.00	1.00	1.00	1.00	1.00	1.00	1.00	\$45,000		\$45,000		
Support Staff FTEs	0.00	0.25	1.00	1.00	1.00	1.00	1.50	\$28,000		\$42,000		
Subtotal Staff	0.00	6.92	19.22	19.22	19.22	19.22	19.72			\$689,622	\$34,975	
Clinician Salaries	\$0	\$16,538	\$50,225	\$50,225	\$50,225	\$50,225	\$301,311	\$2,917	\$518,749	\$602,622	\$83,874	
Manager Salaries	\$0	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$22,500	\$3,750	\$41,250	\$45,000	\$3,750	
Support Staff Salaries	\$0	\$583	\$2,333	\$2,333	\$2,333	\$2,333	\$21,000	\$2,333	\$30,917	\$42,000	\$11,083	
Subtotal Salaries	\$0	\$20,871	\$56,308	\$56,308	\$56,308	\$56,308	\$344,811		\$590,915	\$689,622	\$98,707	
Benefits/Payroll Taxes								25%	\$147,729	\$172,406	\$24,677	
Other Exp. as % of Comp.								40%	\$236,366	\$275,849	\$39,483	
Total Cost									\$975,010	\$1,137,877	\$162,866	
Revenue Projections							2,598	20%	\$80	\$35,621	\$41,571	-\$5,950
Other Revenue as a % of Total Expense							3.7%					
Net Cost to Verity									\$939,389	\$1,096,305	\$156,916	

**Multnomah County Mental Health
Acute Care Scenario Viewer**

**Scenario: Version 8/5/01
Fiscal Year: FY2002**

Section F: Urgent Walk-In Clinics

	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Jan-June FTEs	Rate	1st Yr Amount	Ongoing Amount	Savings
Scheduled QMHPs	0.00	5.00	7.74	7.74	7.74	7.74	7.74	\$35,000			
QMHP Float	0.00	0.00	1.00	1.00	1.00	1.00	1.00	\$35,000			
LMP - MD Contracted	0.00	1.23	1.95	1.95	1.95	1.95	1.95	\$208,000			
LMP - ARNP Contracted	0.00	0.35	0.65	0.65	0.65	0.65	0.65	\$72,800			
Manager	1.00	0.50	1.00	1.00	1.00	1.00	1.00	\$45,000			
Support Staff	0.00	2.00	2.00	2.00	2.00	2.00	2.00	\$28,000			
Subtotal FTEs	1.00	9.08	14.34	14.34	14.34	14.34	14.34				
Scheduled QMHPs	\$0	\$14,583	\$22,575	\$22,575	\$22,575	\$22,575	\$135,489	\$2,917	\$240,372	\$270,978	\$30,606
QMHP Float	\$0	\$0	\$2,917	\$2,917	\$2,917	\$2,917	\$17,500	\$2,917	\$29,167	\$35,000	\$5,833
LMP - MD Contracted	\$0	\$21,233	\$33,800	\$33,800	\$33,800	\$33,800	\$202,800	\$17,333	\$359,233	\$405,600	\$46,367
LMP - ARNP Contracted	\$0	\$2,123	\$3,943	\$3,943	\$3,943	\$3,943	\$23,660	\$6,067	\$41,557	\$47,320	\$5,763
Manager	\$3,750	\$1,875	\$3,750	\$3,750	\$3,750	\$3,750	\$22,500	\$3,750	\$43,125	\$45,000	\$1,875
Support Staff	\$0	\$4,667	\$4,667	\$4,667	\$4,667	\$4,667	\$28,000	\$2,333	\$51,333	\$56,000	\$4,667
Subtotal Salaries	\$3,750	\$44,482	\$71,652	\$71,652	\$71,652	\$71,652	\$429,949	\$35,317	\$764,787	\$859,898	\$95,111
Child Psychiatrist Consultation									\$25,000	\$25,000	\$0
Benefits/Payroll Taxes								25%	\$191,197	\$214,974	\$23,778
Other Exp. as % of Comp.								40%	\$305,915	\$343,959	\$38,044
Total Cost									\$1,286,899	\$1,443,831	\$156,932
Revenue Projections							Svc Hrs	% Insured	Pmt Rate		
Other Revenue as a % of Total Expense							10,800	35%	\$50	\$168,465	\$189,008
Net Cost to Verity							13.1%			\$1,118,434	\$1,254,823
Original Net Cost to Verity										\$1,084,821	\$1,084,821
Net Increase in Medical Costs due to shift from Nurse Practitioner to MD										\$165,546	\$145,002
Addition of Child Psychiatrist Consultation										\$25,000	\$25,000
Net Additional Costs										\$190,546	\$170,002

Multnomah County
 Department of Community and Family Services
 FY2002 Local Mental Health Authority Budget Analysis

	Director's Office	Information Services	Human Resources	Operations & Support	Develop. Disabilities	Behavioral Health	Verity	Community Programs	Total
Expenses - Approved Budget									
Personal Services	\$1,661,849	\$0	\$427,237	\$2,498,767	\$5,346,972	\$9,917,830	\$2,150,998	\$3,675,607	\$25,679,260
Contractual Services	\$1,826,412	\$0	\$25,087	\$257,572	\$69,313,702	\$27,384,351	\$45,509,528	\$24,468,765	\$168,785,417
Materials and Supplies	\$709,614	\$2,228,849	\$170,570	\$743,150	\$2,107,227	\$3,195,693	\$968,262	\$1,449,648	\$11,573,013
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$4,197,875	\$2,228,849	\$622,894	\$3,499,489	\$76,767,901	\$40,497,874	\$48,628,788	\$29,594,020	\$206,037,690
Excess(Deficit)	-\$280,764	-\$318,946	-\$1	-\$459,225	-\$93,841	-\$6,471,596	-\$1,229,686	-\$9,680,931	-\$18,534,990
Local Admin Analysis									
Director's Office	\$237,924								\$237,924
Planning & Development	\$118,159								\$118,159
Business Services Management				\$37,833					\$37,833
Information Services		\$333,605							\$333,605
Human Resources			\$121,353						\$121,353
OSS Division Management				\$48,999					\$48,999
OSS Administrative Services				\$64,624					\$64,624
OSS Financial Services				\$164,112					\$164,112
OSS Contracts				\$116,416					\$116,416
OSS Data Management				\$67,845					\$67,845
DD Division Management					\$397,718				\$397,718
Office of Addiction Services						\$93,694			\$93,694
A&D A&R						\$203,174			\$203,174
Care Coordination Services							\$86,706		\$86,706
Verity Managed Care Administration							\$24,348		\$24,348
Totals	\$356,083	\$333,605	\$121,353	\$499,829	\$397,718	\$296,868	\$111,054	\$0	\$2,116,510
Percent of Total Budget	8.48%	14.97%	19.48%	14.28%	0.52%	0.73%	0.23%		1.03%
Transfer of Local Admin to MHO/LMHA									
30% Transfer of DCFS Funds	-\$106,825	-\$100,082	-\$36,406	-\$149,949			\$393,261		\$0
Balance of Local Admin	\$249,258	\$233,524	\$84,947	\$349,880	\$397,718	\$296,868	\$504,315	\$0	\$2,116,510
Revised Percent of Total Budget	5.94%	10.48%	13.64%	10.00%	0.52%	0.73%	1.04%		1.03%

Multnomah County Mental Health OHP System-wide Pool

Oct 99 & Forward Model

Note: Figures in italics are projected

Month of Service	Dual							Lag	Therapeutic &						
	CTC	CTC RESPITE	Diag/Res Support	Day Treatment	'High End Children'	Sub Acute Residential	Subtotal		Total (with Lag)	Supported Classrooms	Stabilization Classrooms	IOP CARE CO ORDINATION	SOAP / RAPP	CRISIS HOT LINE	Total Expenses
	<i>BA Codes</i>	<i>EEC10/PROVX</i>	<i>PROJNET</i>		<i>Auth Mc2*</i>	<i>ECC10</i>									
Oct-99	\$10,280	\$20,149	\$2,042	\$15,518	\$53,391	\$103,725	\$205,105	100.0%	\$205,105	\$14,777	\$89,926	\$0	\$14,425	\$0	\$324,233
Nov-99	\$12,649	\$29,030	\$4,416	\$18,640	\$43,057	\$122,776	\$230,567	100.0%	\$230,567	\$15,564	\$85,104	\$0	\$13,577	\$0	\$344,812
Dec-99	\$10,669	\$19,691	\$3,339	\$17,156	\$45,463	\$129,909	\$226,226	100.0%	\$226,226	\$15,151	\$88,469	\$0	\$14,541	\$0	\$344,387
Jan-00	\$12,296	\$21,229	\$1,230	\$17,393	\$48,395	\$132,275	\$232,819	100.0%	\$232,819	\$16,490	\$96,100	\$0	\$19,388	\$0	\$364,797
Feb-00	\$14,013	\$29,235	\$1,769	\$18,323	\$53,271	\$135,127	\$251,738	100.0%	\$251,738	\$24,624	\$93,768	\$0	\$24,055	\$0	\$394,185
Mar-00	\$12,552	\$20,026	\$2,040	\$20,950	\$51,502	\$128,316	\$235,386	100.0%	\$235,386	\$27,102	\$92,506	\$0	\$19,285	\$0	\$374,279
Apr-00	\$11,660	\$18,477	\$2,791	\$15,303	\$56,425	\$160,327	\$264,983	100.0%	\$264,983	\$28,728	\$94,067	\$0	\$19,065	\$0	\$406,843
May-00	\$15,764	\$8,254	\$4,256	\$15,784	\$65,479	\$136,489	\$246,026	100.0%	\$246,026	\$30,149	\$90,713	\$0	\$20,410	\$0	\$387,298
Jun-00	\$13,657	\$4,572	\$3,360	\$21,068	\$62,947	\$80,095	\$185,699	99.9%	\$185,885	\$28,497	\$82,450	\$0	\$19,208	\$0	\$316,040
Jul-00	\$13,568	\$0	\$1,848	\$18,535	\$53,070	\$71,105	\$158,127	99.8%	\$158,444	\$24,367	\$73,914	\$0	\$16,980	\$0	\$273,705
Aug-00	\$16,732	\$0	\$4,382	\$13,968	\$57,489	\$86,906	\$179,477	99.5%	\$180,379	\$24,780	\$43,669	\$0	\$17,900	\$0	\$266,728
Sep-00	\$14,099	\$0	\$2,127	\$11,403	\$46,766	\$83,419	\$157,813	98.7%	\$159,892	\$26,019	\$108,259	\$0	\$18,360	\$1,936	\$314,466
Oct-00	\$13,666	\$0	\$4,825	\$16,520	\$46,697	\$81,629	\$163,337	97.6%	\$167,354	\$27,774	\$110,013	\$18,755	\$21,968	\$2,255	\$348,119
Nov-00	\$13,046	\$0	\$4,991	\$17,774	\$42,990	\$119,915	\$198,715	96.7%	\$205,496	\$30,149	\$101,560	\$20,770	\$22,040	\$0	\$380,015
Dec-00	\$9,841	\$0	\$4,500	\$10,544	\$38,056	\$98,914	\$161,854	96.5%	\$167,724	\$30,252	\$103,150	\$19,220	\$22,004	\$0	\$342,350
Jan-01	\$14,210	\$0	\$6,867	\$4,450	\$40,808	\$99,958	\$166,293	93.5%	\$177,853	\$41,507	\$136,148	\$18,290	\$17,940	\$1,650	\$393,388
Feb-01	\$14,483	\$0	\$6,082	\$11,762	\$33,898	\$103,664	\$169,889	88.9%	\$191,101	\$35,000	\$134,177	\$16,895	\$19,351	\$2,079	\$398,603
Mar-01	\$15,214	\$0	\$8,909	\$11,601	\$34,910	\$110,041	\$180,674	75.8%	\$238,357	\$35,000	\$131,571	\$16,898	\$22,540	\$1,661	\$446,027
Apr-01	\$12,426	\$0	\$6,550	\$6,959	\$23,400	\$119,117	\$168,452	pmpm	\$196,106	\$35,000	\$136,917	\$20,000	\$20,000	\$4,191	\$412,214
May-01	\$105	\$0	\$0	\$276	\$1,091	\$33,509	\$34,981	pmpm	\$194,228	\$35,000	\$130,000	\$20,000	\$20,000	\$11,000	\$410,228
	\$250,931	\$170,663	\$76,323	\$283,926	\$899,106	\$2,137,214	\$3,818,162		\$4,115,670	\$545,930	\$2,022,481	\$150,828	\$383,037	\$24,772	\$7,242,718
7/00-5/01 Total	\$137,390	\$0	\$51,080	\$123,791	\$419,176	\$1,008,176	\$1,739,613		\$2,036,935	\$344,848	\$1,209,378	\$150,828	\$219,083	\$24,772	\$3,985,844
Annual Lag Ratio	\$160,872	\$0	\$59,810	\$144,949	\$490,818	\$1,180,486	\$2,036,935		117.09%	\$344,848	\$1,209,378	\$150,828	\$219,083	\$24,772	\$3,985,844
Monthly Average	\$14,625	\$0	\$5,437	\$13,177	\$44,620	\$107,317	\$185,176			\$31,350	\$109,943	\$13,712	\$19,917	\$2,252	\$362,349
FY2002 Ratio	0.00%	0.00%	100.00%	100.00%	100.00%	100.00%				100.00%	118.24%	145.86%	100.00%	0.00%	
Projected Mo. \$	\$0	\$0	\$5,437	\$13,177	\$44,620	\$107,317	\$170,551			\$31,350	\$130,000	\$20,000	\$19,917	\$0	\$371,818
FY2002 Total	\$0	\$0	\$65,247	\$158,126	\$535,438	\$1,287,803	\$2,046,614			\$376,198	\$1,560,000	\$240,000	\$239,000	\$0	\$4,461,811
Crisis Exp to Tx						-\$1,287,803	-\$1,287,803								-\$1,287,803
FY2002 Net	\$0	\$0	\$65,247	\$158,126	\$535,438	\$0	\$758,811			\$376,198	\$1,560,000	\$240,000	\$239,000	\$0	\$3,174,008
OHP Revenue Savings															\$5,560,989
															\$2,386,980

Green shading = Provided by Keith Mitchell in DCFS

Yellow shading = Developed by Dale Jarvis

BOGSTAD Deborah L

From: JARVIS Dale
Sent: Tuesday, August 07, 2001 2:32 PM
To: BALL John; CARROLL Mary P; CRUZ Serena M; DAVIDSON Peter J; GAYNOR Jim G; TINKLE Kathy M; LINN Diane M; NAITO Lisa H; RAKOWITZ John A; ROBERTS Lonnie J; ROJO DE STEFFEY Maria; SPONSLER Thomas; LEAR Wendy R; BOGSTAD Deborah L
Subject: Additional Financial Information

Attached please find the second set of information that Commissioners Naito and Cruz requested from our meeting yesterday. This spreadsheet contains two reports:

- 1) A summary of Crisis and Acute Care Revenue and Expense
- 2) A draft cost comparison of a county versus contracted operated Access/Call Center

The questions raised by Commissioners Naito and Cruz yester regarding what should be on the table for Thursday were crucial in helping frame the summary of Crisis and Acute Care Revenue and Expense. In short, the report says the following:

Existing Budgeted Revenue for Crisis and Acute Care Services:	\$13,464,281
Projected Inpatient Costs:	<u>\$14,051,935</u>
Shortfall before any funds are allocated for Crisis Services	-\$587,654
Crisis Services First Year Costs (net of ramp up savings)	<u>\$6,335,790</u>
Shortfall	-\$6,923,444

In other words, available revenues are completely absorbed by inpatient costs before we spend a dollar on crisis services. It is this gap that we are attempting to address.



Short Term
Model.xls (40 KB)

**Multnomah County Mental Health
Summary of Crisis and Acute Care Revenue and Expense
(prior to implementation of recommendations)**

SECTION 1: REVENUE

Program	Category	Fund Source	Fund Source Name	Amount
AMH Contracts	Indigent Inpatient	76010	County General Fund Subsidy	\$340,144
Managed Care	Indigent Inpatient	24150	Mental Health Hospital Beds	\$500,000
AMH Contracts	Indigent Inpatient	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$718,654
AMH Contracts	Indigent Inpatient	MHS 37	Regional Acute Psychiatric Inpatient Facilities; non Mg Care folks	\$800,000
Subtotal				\$2,358,798
Managed Care	Subacute	82024	MHS24	\$684,430
Managed Care	Subacute	82024	MHS24 carryover	\$444,819
Subtotal				\$1,129,249
Managed Care	Inpatient Premium	26030	TXIX Medicaid FQHC	\$6,519,466
Subtotal				\$6,519,466
TOTAL INPATIENT CONTRACTS				\$10,007,513
AMH Contracts	Crisis	76010	County General Fund Subsidy	\$250,385
AMH Contracts	Crisis	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$709,404
AMH Contracts	Crisis	MHS 25	Community Crisis Svcs for Adults & Children	\$2,496,979
TOTAL CRISIS TRIAGE FUNDING				\$3,456,768
TOTAL BUDGETED INPATIENT AND CRISIS FUNDING				\$13,464,281

SECTION 2: PROJECTED INPATIENT EXPENSE

Service Category	Days	Description	Amount
Sub-Acute Services	5,000	Verity Bed Days	\$1,916,808
Respite Services	4,357	Verity Bed Days	\$609,696
Voluntary Inpatient Services	9,880	Verity Bed Days	\$6,915,834
Involuntary Inpatient Services	4,028	Verity Bed Days	\$2,819,809
Indigent Inpatient Services	1,406	Mult. Co.-Responsible Bed Days	\$1,789,788
TOTAL INPATIENT SERVICES	24,671	Total Days	\$14,051,935
GAIN/LOSS PRIOR TO FUNDING CRISIS SERVICES			-\$587,654

SECTION 3: PROJECTED CRISIS EXPENSES

Service Category	Units	Description	Amount
Access/Crisis Line	122,585	Incoming Calls	\$1,578,110
Secure Evaluation Facility	2,450	Days	\$2,388,949
Mobile Crisis Services	14,449	Service Hours	\$1,096,305
Urgent Walk-In Clinics	10,800	Service Hours	\$1,254,823
Homebased Stabilization Days	3,333	Verity Days	\$533,250
Warm Line	6	FTEs	\$225,108
Flex Fund		Dollars	\$300,000
TOTAL CRISIS SERVICE COSTS - FULL YEAR			\$7,376,545
Less Ramp-Up Savings			
Net Savings from Call Center Ramp Up			-\$712,601
Net Savings from Mobile Crisis Ramp Up			-\$156,916
Net Savings from Secure Evaluation Facility Ramp Up			-\$171,237
NET FIRST YEAR SERVICE COSTS			\$6,335,790

SHORTFALL

-\$6,923,444

**Multnomah County Mental Health
Comparison of County versus Contracted
Crisis/Access Phone System**

	<u>County</u>	<u>Contracted</u>	<u>Difference</u>	<u>Difference %</u>
FTEs				
Clinicians	23.28	23.28	-	0%
Manager	1.00	1.00	-	0%
Support Staff	1.50	1.50	-	0%
Subtotal	25.78	25.78	-	0%
Rate (including benefits and taxes)				
Clinicians	\$67,337	\$43,750	\$23,587	35%
Manager	\$82,544	\$56,250	\$26,294	32%
Support Staff	\$41,824	\$35,000	\$6,824	16%
Compensation				
Clinicians	\$1,567,767	\$1,018,606	\$549,160	35%
Manager	\$82,544	\$56,250	\$26,294	32%
Support Staff	\$62,736	\$52,500	\$10,236	16%
Subtotal	\$1,713,046	\$1,127,356	\$585,690	34%
Protocol 10 PM - 8 AM Costs	\$90,000	\$90,000	\$0	0%
Other Exp. as % of Comp.	23.60%	40.00%		
Indirect Rate	15.88%	0.00%		
Total Other Rate	39.48%	40.00%		
Total Other Expense	\$676,311	\$450,942	\$225,368	33%
TOTAL COST	\$2,479,357	\$1,668,299	\$811,058	33%

NOTE: These figures do not include startup costs. This information is forthcoming.

Multnomah County Mental Health Comparison of County versus Contracted Crisis/Access Phone System

SECTION 2: BASIS FOR COUNTY COMPENSATION CALCULATIONS

BH - Child & Adolescent Treatment	63,312.34	1.00	6365	MEN HTH CNSL	63,312.34
BH - Child & Adolescent Treatment	65,124.81	1.00	6365	MEN HTH CNSL	65,124.81
BH - Child & Adolescent Treatment	71,123.23	1.00	6365	MEN HTH CNSL	71,123.23
BH - Child & Adolescent Treatment	35,498.85	0.50	6365	MEN HTH CNSL	70,997.70
BH - Child & Adolescent Treatment	14,316.97	0.20	6365	MEN HTH CNSL	71,584.85
BH - Child & Adolescent Treatment	71,218.69	1.00	6365	MEN HTH CNSL	71,218.69
BH - Child & Adolescent Treatment	45,972.14	0.70	6365	MEN HTH CNSL	65,674.49
BH - Child & Adolescent Treatment	70,244.46	1.00	6365	MEN HTH CNSL	70,244.46
BH - Child & Adolescent Treatment	33,715.15	0.50	6365	MEN HTH CNSL	67,430.30
BH - Child & Adolescent Treatment	51,441.55	0.80	6365	MEN HTH CNSL	64,301.94
BH - Child & Adolescent Treatment	65,706.74	1.00	6365	MEN HTH CNSL	65,706.74
BH - Child & Adolescent Treatment	68,599.37	1.00	6365	MEN HTH CNSL	68,599.37
BH - Child & Adolescent Treatment	70,537.38	1.00	6365	MEN HTH CNSL	70,537.38
BH - Child & Adolescent Treatment	31,148.13	0.50	6365	MEN HTH CNSL	62,296.26
BH - Child & Adolescent Treatment	68,769.37	1.00	6365	MEN HTH CNSL	68,769.37
BH - Child & Adolescent Treatment	61,133.87	1.00	6365	MEN HTH CNSL	61,133.87
BH - Child & Adolescent Treatment	68,400.60	1.00	6365	MEN HTH CNSL	68,400.60
BH - Child & Adolescent Treatment	70,932.31	1.00	6365	MEN HTH CNSL	70,932.31
BH - Child & Adolescent Treatment	65,674.04	1.00	6365	MEN HTH CNSL	65,674.04
BH - Child & Adolescent Treatment	69,878.30	1.00	6365	MEN HTH CNSL	69,878.30
BH - Child & Adolescent Treatment	#####	3.20	6365	MEN HTH CNSL	61,133.87
AVERAGE					67,336.90

BH - Child & Adolescent Treatment	39,921.99	0.50	9008	CFS SUPR	79,843.98
BH - Child & Adolescent Treatment	75,541.95	1.00	9008	CFS SUPR	75,541.95
BH - Child & Adolescent Treatment	80,750.52	1.00	9008	CFS SUPR	80,750.52
BH - Child & Adolescent Treatment	94,040.67	1.00	9745	CFS ADMIN	94,040.67
AVERAGE					82,544.28

BH - Child & Adolescent Treatment	42,289.75	1.00	6001	OA 2	42,289.75
BH - Child & Adolescent Treatment	12,576.05	0.35	6001	OA 2	35,931.57
BH - Child & Adolescent Treatment	47,249.86	1.00	6002	OA SR	47,249.86
AVERAGE					41,823.73

BCC ✓

BOGSTAD Deborah L

From: Dale Jarvis [Dale@jjco.com]
Sent: Wednesday, August 08, 2001 9:10 AM
To: Deborah Bogstad (E-mail); John Ball (E-mail); John Rakowitz (E-mail); James Gaynor (E-mail); Peter Davidson (E-mail 2); Seth A. Lyon (E-mail)
Subject: Revised Action Plan - August 8



Model10

ummary.xls (112 KE)

Hi Deborah, Attached is the revised Action Plan recommendations. Please forward this to the County Commissioners at your earliest convenience. It includes a number of important changes including:

- Proposal for locating the Access/Crisis Line at the County
- Increase in OHP System-wide Pool funds for children's programs
- 3-Year figures that project a \$2.9 million increase in priority outpatient funding

The revised action plan narrative will be coming later this afternoon, which will simply include these updates. Please call if you have any questions.

Dale A. Jarvis, CPA
MCPH Healthcare Consulting
work (206) 613-3339; cell (206) 714-7710
visit us on the web at www.mcphealthcare.com

<<Model10 Summary.xls>>

Multnomah County Mental Health FY2002 Crisis/Acute Care Utilization/Financial Model

Table of Contents and Key Assumptions

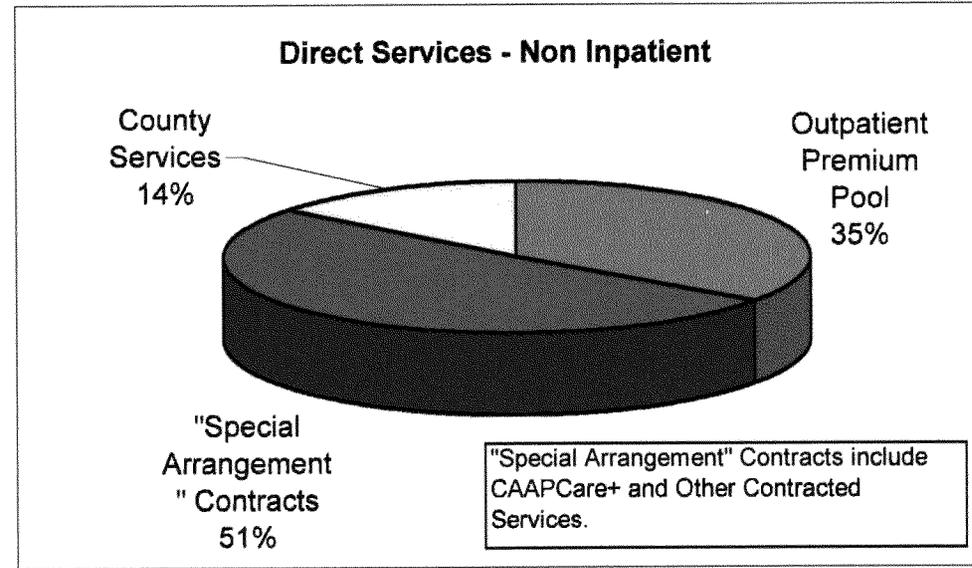
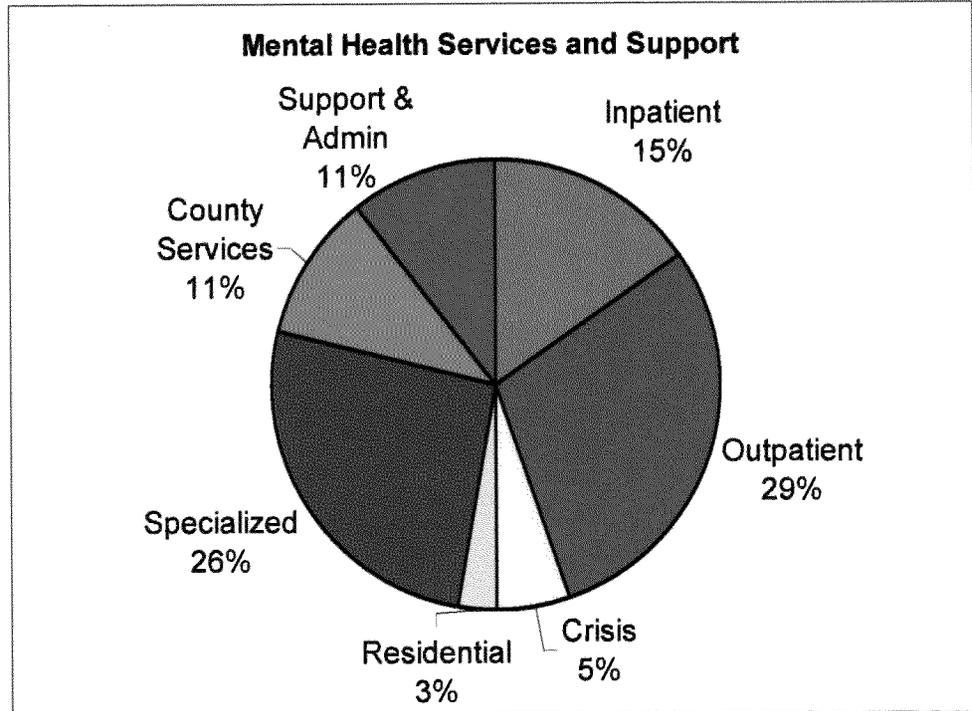
Tab Name	Description	Pages
TOC	Table of Contents	Page 1
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Summary	Summary of Crisis/Acute Care Recommendations	Pages 3
Detail	Detail of Crisis/Acute Care Recommendations	Page 4-5
Systemwide	Multnomah County Mental Health OHP System-wide Pool	Page 6
Admin	Analysis of Administrative Reorganization and Reduction	Pages 7-9

Key Assumptions

- In Fiscal Year 2002 \$7.4 million will need to be reallocated to support the Crisis/Acute Care Budget.
- The Action Plan has been designed to reduce inpatient costs over a 3-year period by \$3.6 million.
- Inpatient cost reduction is scheduled to be reinvented in priority outpatient services.
- It is projected that outpatient service funds can grow \$2.9 million by FY2004.
- Use of the OHP System-Wide Pool has been reduced such that children's programs will increase 20%; the rate of growth in Regence enrollees.
- The Action Plan is currently budgeted based on County operation of the Access/Call Center; further research is necessary and Providence's services should be continued until further planning can occur.
- The Action Plan assumes a renegotiation of Emergency Hold Per Diem Costs, which are currently 20% higher than OHP inpatient Per Diem Costs.
- The Action Plan assumes a restructuring of Verity and a reduction of MHO administrative costs to 8% of service dollars.

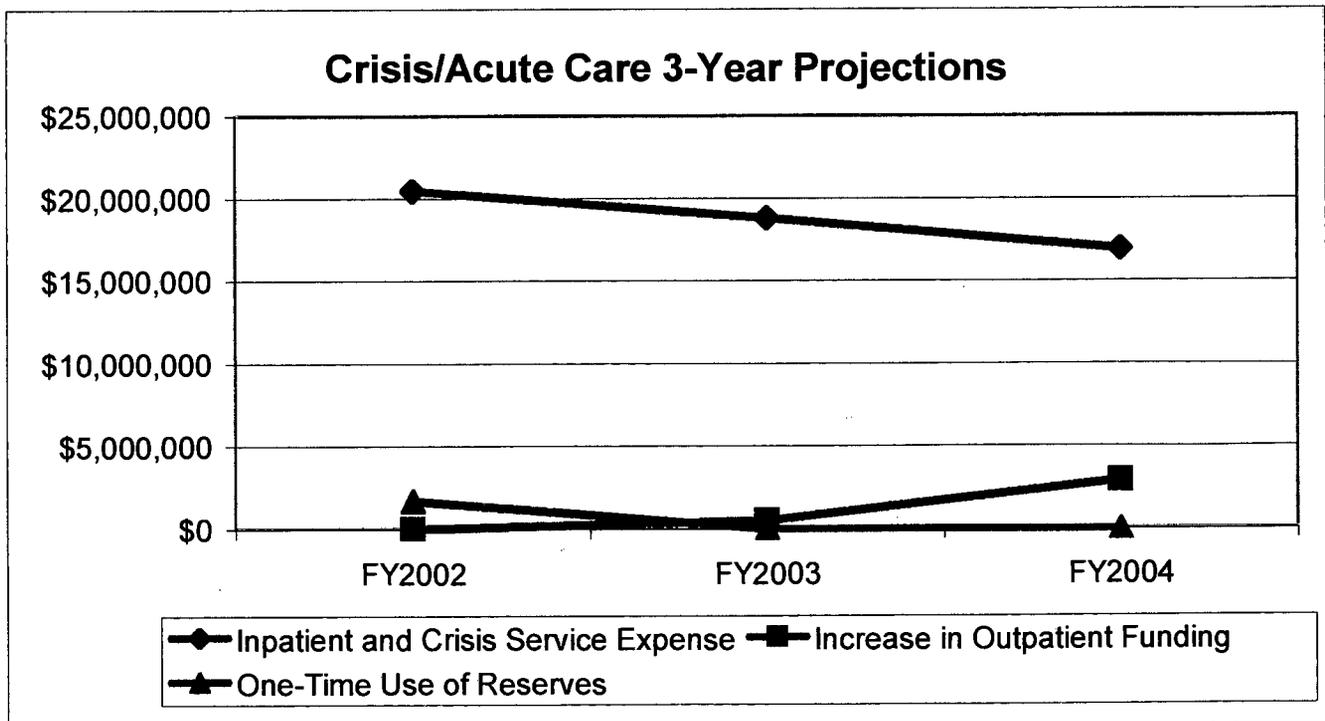
Multnomah County Behavioral Health -- FY2002 Adopted Budget Analysis

<u>Program Area</u>	<u>Total Budget</u>	<u>Ratio</u>
Indigent Inpatient Contracts	\$2,358,798	4%
Subacute Inpatient Contracts	\$1,129,249	2%
OHP Acute/Subacute Contracts	\$6,519,466	10%
Inpatient Contracts Subtotal	\$10,007,513	15%
Outpatient Premium Pool	\$17,196,756	26%
CAAPCare+, Indigent Medications	\$2,378,560	4%
Outpatient Contracts	\$19,575,316	29%
Crisis System	\$3,456,768	5%
Residential Contracts	\$1,781,494	3%
Specialized Services	\$17,224,071	26%
Other Contracted Services	\$22,462,333	34%
County Treatment Services	\$5,702,620	9%
Involuntary Commitment	\$1,255,524	2%
County Services Subtotal	\$6,958,145	10%
Behavioral Health Administration	\$1,435,369	2%
Care Coordination	\$1,072,831	2%
Managed Care Administration	\$4,527,571	7%
Support Services Subtotal	\$7,035,771	11%
Unallocated OHP Funds	\$695,952	1%
Total Mental Health	\$66,735,030	100%
County A&D Services	\$3,441,738	
A&D Contracts	\$14,762,926	
Total A&D	\$18,204,664	
Total Behavioral Health	\$84,939,694	



**Multnomah County Mental Health
Summary of Crisis/Acute Care Recommendations
(with County Operated Access/Crisis Line)**

	FY2002 Amount	FY2003 Amount	FY2004 Amount
A. REVENUES AND EXPENSES			
Inpatient Revenue	\$9,512,541	\$9,797,917	\$10,091,855
Crisis Triage Revenue	\$3,456,768	\$3,560,471	\$3,667,285
Total Crisis & Acute Care Revenue	\$12,969,309	\$13,358,388	\$13,759,140
Inpatient Expense	\$12,799,261	\$10,674,641	\$9,128,057
Crisis Services Expense	\$7,630,010	\$8,117,196	\$7,803,468
Inpatient and Crisis Service Expense	\$20,429,271	\$18,791,837	\$16,931,524
Budget Reallocation Requirements	-\$7,459,962	-\$5,433,449	-\$3,172,385
B. BUDGET REALLOCATION STRATEGIES			
1. Allocate Larger Portion of OHP System-Wide Funds	\$2,181,467	\$2,246,911	\$2,314,319
2. Shifting of 3% Incentive Pool	\$998,980	\$1,028,949	\$1,059,818
3. Use of Additional MHO Admin Revenue	\$695,952	\$716,831	\$738,335
4. Revisions to Emergency Hold Days and Rates	\$365,757	\$376,730	\$388,032
5. Reduction of Verity Administrative Costs	\$700,793	\$721,816	\$743,471
6. Reduction of BHD Administrative Costs	\$408,502	\$420,757	\$433,379
7. Transfer of State Local Mental Health Authority Funds	\$393,261	\$405,059	\$417,211
Total Reallocations	\$5,744,712	\$5,917,053	\$6,094,565
8. One-Time Use of Reserves	\$1,715,250	\$0	\$0
Total Reallocations and Use of Reserves	\$7,459,962	\$5,917,053	\$6,094,565
Increase in Outpatient Funding	\$0	\$483,604	\$2,922,180
Balance	\$0	\$0	\$0



**Multnomah County Mental Health
Detail of Crisis/Acute Care Recommendations
(with County Operated Access/Crisis Line)**

SECTION 1: REVENUE

Program	Category	Fund Source	Fund Source Name	FY2002 Amount
AMH Contracts	Indigent Inpatient	76010	County General Fund Subsidy	\$340,144
Managed Care	Indigent Inpatient	24150	Mental Health Hospital Beds	\$500,000
AMH Contracts	Indigent Inpatient	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$718,654
AMH Contracts	Indigent Inpatient	MHS 37	Regional Acute Psychiatric Inpatient Facilities; non Mg Care folks	\$800,000
AMH Contracts	Indigent Inpatient	MHS 37	Pass through funds not spent	-\$494,972
Subtotal				\$1,863,826
Managed Care	Subacute	82024	MHS24	\$684,430
Managed Care	Subacute	82024	MHS24 carryover	\$444,819
Subtotal				\$1,129,249
Managed Care	Inpatient Premium	26030	TXIX Medicaid FQHC	\$6,519,466
Subtotal				\$6,519,466
TOTAL INPATIENT CONTRACTS				\$9,512,541
AMH Contracts	Crisis	76010	County General Fund Subsidy	\$250,385
AMH Contracts	Crisis	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$709,404
AMH Contracts	Crisis	MHS 25	Community Crisis Svcs for Adults & Children	\$2,496,979
TOTAL CRISIS TRIAGE FUNDING				\$3,456,768
TOTAL BUDGETED INPATIENT AND CRISIS FUNDING				\$12,969,309

SECTION 2: PROJECTED INPATIENT EXPENSE

Service Category	Days	Description	FY2002 Amount
Sub-Acute Services	5,000	Verity Bed Days	\$2,005,722
Respite Services	4,357	Verity Bed Days	\$609,696
Voluntary Inpatient Services	9,880	Verity Bed Days	\$6,915,834
Involuntary Inpatient Services	4,028	Verity Bed Days	\$2,819,809
Indigent Inpatient Services	1,406	Mult. Co.-Responsible Bed Days	\$1,789,788
Emergency Room Payments	105	Bed Days	\$294,000
less Medicare/Medicaid Copays			-\$1,635,588
TOTAL INPATIENT SERVICES	24,671	Total Days	\$12,799,261
% of Budget			19.2%
GAIN/LOSS PRIOR TO FUNDING CRISIS SERVICES			\$170,048

**Multnomah County Mental Health
Detail of Crisis/Acute Care Recommendations
(with County Operated Access/Crisis Line)**

SECTION 3: PROJECTED CRISIS EXPENSES

Service Category	Days	Description	FY2002 Amount
Access/Crisis Line	122,585	Incoming Calls	\$2,297,130
Secure Evaluation Facility	2,450	Days	\$2,388,949
Mobile Crisis Services	14,449	Service Hours	\$1,096,305
Urgent Walk-In Clinics	10,800	Service Hours	\$1,254,823
Homebased Stabilization Days	3,333	Verity Days	\$533,250
Warm Line	6	FTEs	\$225,108
Acute Care Administration	2	FTEs	\$143,550
New IT System			\$196,500
Additional Consultation			\$100,000
Flex Fund		Dollars	\$300,000
TOTAL CRISIS SERVICE COSTS - FULL YEAR			\$8,535,615
Less Ramp-Up Savings			
Net Savings from Call Center Ramp Up			-\$441,063
Net Savings from Mobile Crisis Ramp Up			-\$156,916
Net Savings from Urgent Walk-In Ramp Up			-\$136,389
Net Savings from Secure Evaluation Facility Ramp Up			-\$171,237
NET FIRST YEAR SERVICE COSTS			\$7,630,010
BUDGET REALLOCATION REQUIREMENTS			-\$7,459,962

SECTION 4: BUDGET REALLOCATIONS

1. Allocate Larger Portion of OHP System-Wide Funds	\$2,181,467
2. Shifting of 3% Incentive Pool	\$998,980
3. Use of Additional MHO Admin Revenue	\$695,952
4. Revisions to Emergency Hold Days and Rates	\$365,757
5. Reduction of Verity Administrative Costs	\$700,793
6. Reduction of BHD Administrative Costs	\$408,502
7. Transfer of State Local Mental Health Authority Funds	\$393,261
TOTAL REALLOCATIONS	\$5,744,712
8. One-Time Use of Reserves	\$1,715,250
TOTAL REALLOCATIONS AND USE OF RESERVES	\$7,459,962
INCREASE IN OUTPATIENT FUNDING	\$0
BALANCE	\$0

Multnomah County Mental Health OHP System-wide Pool Expense and Projection Analysis

Month of Service	Dual		Adult Day Treatment	'High End Children'	Sub Acute Residential	Supported Classrooms	Therapeutic & Stabilization		IOP CARE CO ORDINATION	SOAP / RAPP	CRISIS HOT LINE	Total Expenses
	CTC	Diag/Res Support					Classrooms	Classrooms				
Jul-00	\$13,568	\$1,848	\$18,535	\$53,070	\$71,105	\$24,367	\$73,914	\$0	\$16,980	\$0	\$273,705	
Aug-00	\$16,732	\$4,382	\$13,968	\$57,489	\$86,906	\$24,780	\$43,669	\$0	\$17,900	\$0	\$266,728	
Sep-00	\$14,099	\$2,127	\$11,403	\$46,766	\$83,419	\$26,019	\$108,259	\$0	\$18,360	\$1,936	\$314,466	
Oct-00	\$13,666	\$4,825	\$16,520	\$46,697	\$81,629	\$27,774	\$110,013	\$18,755	\$21,968	\$2,255	\$348,119	
Nov-00	\$13,046	\$4,991	\$17,774	\$42,990	\$119,915	\$30,149	\$101,560	\$20,770	\$22,040	\$0	\$380,015	
Dec-00	\$9,841	\$4,500	\$10,544	\$38,056	\$98,914	\$30,252	\$103,150	\$19,220	\$22,004	\$0	\$342,350	
Jan-01	\$14,210	\$6,867	\$4,450	\$40,808	\$99,958	\$41,507	\$136,148	\$18,290	\$17,940	\$1,650	\$393,388	
Feb-01	\$14,483	\$6,082	\$11,762	\$33,898	\$103,664	\$35,000	\$134,177	\$16,895	\$19,351	\$2,079	\$398,603	
Mar-01	\$15,214	\$8,909	\$11,601	\$34,910	\$110,041	\$35,000	\$131,571	\$16,898	\$22,540	\$1,661	\$446,027	
Apr-01	\$12,426	\$6,550	\$6,959	\$23,400	\$119,117	\$35,000	\$136,917	\$20,000	\$20,000	\$4,191	\$412,214	
May-01	\$105	\$0	\$276	\$1,091	\$33,509	\$35,000	\$130,000	\$20,000	\$20,000	\$11,000	\$410,228	
7/00-5/01 Subtotal	\$137,390	\$51,080	\$123,791	\$419,176	\$1,008,176	\$344,848	\$1,209,378	\$150,828	\$219,083	\$24,772	\$3,985,844	
Total with IBNR	\$160,872	\$59,810	\$144,949	\$490,818	\$1,180,486	\$344,848	\$1,209,378	\$150,828	\$219,083	\$24,772	\$3,985,844	
Monthly Average	\$14,625	\$5,437	\$13,177	\$44,620	\$107,317	\$31,350	\$109,943	\$13,712	\$19,917	\$2,252	\$362,349	
FY2002 Ratio	0.00%	100.00%	100.00%	120.00%	100.00%	120.00%	120.00%	145.86%	100.00%	0.00%		
Projected Mo. \$	\$0	\$5,437	\$13,177	\$53,544	\$107,317	\$37,620	\$131,932	\$20,000	\$19,917	\$0	\$388,944	
FY2002 Total	\$0	\$65,247	\$158,126	\$642,526	\$1,287,803	\$451,437	\$1,583,186	\$240,000	\$239,000	\$0	\$4,667,324	
Crisis Exp to Tx					-\$1,287,803						-\$1,287,803	
FY2002 Net	\$0	\$65,247	\$158,126	\$642,526	\$0	\$451,437	\$1,583,186	\$240,000	\$239,000	\$0	\$3,379,521	
OHP Revenue											\$5,560,989	
Savings											\$2,181,467	

Note: Children's programs have been increased in proportion to the increase in Regence lives (20%); Other programs have been frozen at the FY2001 funding levels

Multnomah Co. Behavioral Health Administrative Restructuring and Reductions Analysis

Section 1: Reorganization of Activities along Functional Lines

Area	Type of Service	Existing Division	FY2002 FTEs	FY2002 Budget	Reorganization Proposal			
					New Category	Services - BHD FTEs	Budget	Sys. Mgmt FTEs
Div Admin	Admin of BHD Svcs and Contracts	BHD	10.30	\$1,087,776	Services	10.30	\$1,087,776	
Div Admin Contracts	Primarily Consulting Contracts	BHD	-	\$431,478	Services	-	\$431,478	
Children's Treatment Services	Mental Health Direct Service	BHD	66.72	\$5,428,526	Services	66.72	\$5,428,526	
Addiction Services Admin	A&D Admin & Direct Services	BHD	6.70	\$535,418	Services	6.70	\$535,418	
A&D A&R	A&D Services	BHD	35.96	\$2,500,547	Services	35.96	\$2,500,547	
A&D Contracts	A&D Direct Service Contracts	BHD	-	\$14,864,539	Services	-	\$14,864,539	
RDI	A&D Services	BHD	4.00	\$304,160	Services	4.00	\$304,160	
Managed Care	System Oversight	Verity	34.75	\$43,764,526	Sys. Mgmt.			34.75
QA/UR	System Oversight	Verity	5.10	\$424,206	Sys. Mgmt.			5.10
CRC	Special Services Contracts	BHD	-	\$1,657,681	Sys. Mgmt.			-
Involuntary Commit Program	Statutory Services	BHD	15.00	\$1,255,524	Sys. Mgmt.			15.00
Care Coord Services	System Oversight	BHD	13.50	\$1,072,831	Sys. Mgmt.			13.50
AMH Contracts	Mental Health Direct Service Contracts	BHD	-	\$9,227,272	Sys. Mgmt.			-
CMH Contracts	Mental Health Direct Service Contracts	BHD	-	\$1,227,392	Sys. Mgmt.			-
Operations & Support Services	DCFS Support Services	DCFS	7.50	\$632,705	Allocated	2.25	\$189,946	5.25
Information Systems	DCFS Support Services	DCFS	4.25	\$525,114	Allocated	1.28	\$157,646	2.97
Totals			203.78	\$84,939,694		127.21	\$25,500,037	76.57

Note: This section describes a restructuring model that allows for the reduction of Administrative Overhead to 8% and supports a fully functional, self-contained business enterprise with its own fiscal, contract and IS capacity.

Multnomah Co. Behavioral Health Administrative Restructuring and Reductions Analysis

	A&D Services Admin \$	Mental Hlth Services Admin \$	Mental Hlth Sys. Mgmt. Admin \$	Total Admin \$
Section 2: Cost Reduction Data				
Total Expenses	\$18,456,242	\$7,043,795	\$59,439,657	\$66,483,452
Administrative Expenses				
Div Admin		\$1,102,809		\$1,102,809
Div Admin Contracts		\$5,963		\$5,963
Children's Treatment Services		\$75,019		\$75,019
Addiction Services Admin	\$542,817			\$0
A&D A&R	\$34,556			\$0
A&D Contracts	\$205,420			\$0
RDI	\$4,203			\$0
Managed Care			\$3,897,941	\$3,897,941
QA/UR			\$430,068	\$430,068
CRC			\$22,908	\$22,908
Involuntary Commit Program			\$17,351	\$17,351
Care Coord Services			\$1,087,657	\$1,087,657
AMH Contracts			\$127,516	\$127,516
CMH Contracts			\$16,962	\$16,962
Total Admin	\$786,996	\$1,183,791	\$5,600,403	\$6,784,193
Total Services	\$17,669,246	\$5,860,004	\$53,839,254	\$59,699,259
Admin % of Services	4.5%	20.2%	10.4%	11.4%
Administrative Reductions				
Goal Admin Percentage	N/A	12.0%	8.0%	N/A
Goal Admin Calculation		\$703,201	\$4,775,941	\$5,479,141
Goal Admin. Reduction		-\$480,590	-\$824,462	-\$1,305,052

Note: - This section lists the administrative expenses that directly reside in each service area or have been allocated to those areas.

- Notes: - OMAP provides 8% to fully capitated health plans for administration.
 - CareOregon managed within their 8% rate
 - The State MHDDSD Department provide MHOs for administration.
 - CAAPCare/Verity MHO administrative costs for Federal Fiscal Year 1999/2000 was 11.4%
 - Clackamas MHO administration for FFY99/00 was 6.54%
 - Mid-Valley Behavioral Care Network MHO administration for FFY99/00 was 7%.
 - Accountable Behavioral Health Alliance MHO administration for FFY99/00 was 8%.

**Multnomah Co. Behavioral Health
Administrative Restructuring and Reductions Analysis**

	Mental Hlth Services Admin \$	Mental Hlth Sys. Mgmt. Admin \$	Total Admin \$
--	-------------------------------------	---------------------------------------	-------------------

Section 3: Cost Reduction Recommendation

Impact Estimates

% Reduction Achievable in FY2002	85.0%	85.0%	N/A
Scenario A - Admin Reduction	-\$408,502	-\$700,793	-\$1,109,294
Materials & Supplies % of Comp + M&S	35%	35%	
"Reducibility" Ratio of Materials & Supplies	50%	50%	
Materials & Supplies Reduction	-\$71,403	-\$121,526	-\$192,929
Balance (Reductions from Staffing)	-\$337,099	-\$579,266	-\$916,365
Average Compensation per FTE	\$68,690	\$61,899	
Estimated FTE Reduction	(4.91)	(9.36)	(14.27)
Existing FTEs	78.78	76.57	155.36
FTE Reduction %	6.2%	12.2%	9.2%

- Notes: - Assume that Verity, through restructuring will be able to move 85% of the way toward 8% Administrative costs in FY2002.
- Assume that only a partial reduction in Materials and Supplies will be able to be

DRAFT Acute Care Crisis Plan (Phase I) Resolution

RESOLUTION

DRAFT

No. _____

Title: Providing policy direction for the Acute Care Crisis Action Plan (phase I) and the related mental health budget modification considered on August 9, 2001

Providing policy direction for the Acute Care Crisis Action Plan and meeting the policy direction for a restructured mental health system as envisioned in Resolution 00-194 approved on 12/7/00 resolving (in part) that

“7. The redesigned mental health organization will:

* manage risk in such a way as to provide incentives that reward the attainment of positive outcomes, including reduced hospital stays, coordinated care, and other goals consistent with the vision adopted by the County; * develop an integrated management information system that will allow it to effectively manage risk and utilization; * reduce existing layers of administrative overhead and expense by contracting directly with entities providing services and minimize the use of financial intermediaries, such as mental health networks; * work with provider organizations to reduce hospitalizations, develop an integrated provider network that will improve coordination of care, reduce administrative expenses, increase access to care, promote sharing of information technology and increase capacity for risk bearing or risk sharing; * fully integrate the Crisis Triage Center into a unified system of care and assure that crisis response and stabilization services are responsive, timely and cost effective; * reduce hospital utilization by implementing a range of mid-level services including housing, intensive case management and respite beds; * work to improve the integration of mental health services with physical health and alcohol and drug services.”

The Multnomah Board of County Commissioners, acting as the statutory Mental Health Authority finds:

- a. During the May 15, 2001 budget deliberations the Board discussed the proposed redesign of the mental health system, resulting in a budget note directing the Department to present to the Board a revised mental Health budget reflecting the redesign no later than July 30. In addition the Board directed the necessary budget modifications to reallocate funding be submitted shortly thereafter.
- b. The key service elements of the proposed acute care crisis services were introduced to the Board on July 5, 2001 and the Proposed Acute Care Crisis Action Plan containing specific budget detail was presented to the Board on July 19, 2001.

- c. Problems in the mental Health system are well known and have been well-documented during the extensive design process and analysis conducted over the course of two years.
- d. Resolution of the accelerating acute care crisis is the most critical system issue facing the mental health system and requires immediate action to provide immediate urgent and emergency services and provide the fiscal foundation for the expanded and improved community based, consumer and family centered Mental Health system envisioned in Resolution 00-161 and approved by the Board on September 28, 2000.
- e. The imminent increase for hospitalization rates will result in Multnomah County utilizing 20% of available mental health funds for inpatient services. This represents the highest percentage of funds used for inpatient services in the State of Oregon.
- f. Immediate action is required to reverse the overuse of hospitalization and fill the gaps in acute care crisis services to meet the urgent and emergency mental health needs and permit a reinvestment of funds not spent for inpatient services for sub-acute and other non-acute care crisis services in the 02/03 fiscal year.
- g. The specific acute care crisis services shall include Access/Crisis Phone system; Urgent Walk-In Clinics; Mobile Crisis Teams; Secure Evaluation Facility; Acute Hospital Alternatives and Acute Care Coordination. Implementation of the Acute Care Crisis Action Plan (Phase I) services requires four areas of intensive activities in the next 90 days: New & Reconfigured Crisis and Acute Care Alternatives; Single Point of Accountability & Structure; Infrastructure Changes; Funding of the Reconfigured System.

The Multnomah County Board of County Commissioners Resolves:

1. The implementation of the Acute Care Crisis Action Plan (Phase I) shall maintain child and adolescent mental health service at current budget amounts. An analysis of the specific service mix and allocations shall be conducted by the Department of Community and Family Services in consultation with CAMSA.
2. The implementation of the Acute Care Crisis Action Plan (Phase I.) shall maintain special populations services at current budget amounts. In order to fully ensure the Acute Care Crisis Action Plan addresses the needs of the full range of culturally and ethnically diverse communities the Department of Community and Family Services Cultural Competency Committee shall serve as the implementation committee for the Acute Care Crisis Action Plan in matters related to performance indicators, outcome measures, and impacts upon services, access and budgets and work in conjunction with Department staff.
3. The Housing Summit called for in Resolution --- was conducted. *The County's Housing Director, Peter Wilcox is being requested to add additional information regarding this issue.*

4. A competitive Request for Proposals shall be conducted for the long term purchase of the Acute Care Crisis services in the most timely possible timeframe that ensures no service gaps and shall be completed and contracts established no later than July 1, 2002.

5. The Department of Community and Family services shall include representatives from all county departments serving client populations in need of mental health services in all implementation teams for the Acute Care Crisis Action Plan. The department shall also develop a comprehensive outpatient services plan that addresses the mental health needs for clients served by the Department of Aging and Disabilities, public safety departments and the Health Department.

6. The Department of Community and Family Services shall provide quarterly progress reports (October 1, January 1, April 1, etc.) regarding the progress of the implementation of the Acute Care Crisis Action Plan to the Board of County Commissioners. The reports shall specifically address the financial status, services outcomes, cultural competency issues, and developments related to a comprehensive outpatient service plan.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

RESOLUTION No. _____

Providing policy direction for the Acute Care Crisis Action Plan (Phase I).

The Multnomah Board of County Commissioners Finds:

- a. On December 7, 2000 the Board unanimously approved Resolution 00-194, that directed the Department of Community and Family Services (DCFS) to begin work to transform the County's existing mental health organization to provide a consumer and family-centered mental health system.
- b. The Board remains committed to continuing efforts to integrate physical and mental health services.
- c. On May 15, 2001, the Board approved a budget note directing the DCFS to present to the Board a revised mental health budget reflecting the redesign no later than July 30, 2001. The Board directed budget modifications to reallocate funding.
- d. The closure of the Crisis Triage Center created a gap in the service delivery system for individuals in mental health crisis and has created an urgent need to implement alternative crisis and acute care inpatient services.

The Multnomah County Board of County Commissioners Resolves:

1. Multnomah County will neither delegate nor contract its authority to determine how the clinical and fiscal responsibility for the mental health care of Oregon Health Plan beneficiaries and indigent clients will be assigned to providers.
2. The Board approves the policy direction of the first six action steps of the Phase I Plan, dated August 8, 2001, including phone services, walk-in clinics, mobile crisis teams, secure evaluation facility, acute hospital alternatives and acute care coordination.
3. The Director of the DCFS will clarify system participants, their roles and responsibilities as part of the next steps of implementing Phase I and preparing for Phase II, and submit a report to the Board by October 1, 2001.
4. The DCFS Director and the Director of Support Services will submit for Board approval appropriate budget modifications, in accordance with standard County budgeting procedures, by September 20, 2001.

5. Special Populations:
 - a) The Board adopts the Cultural Competency Committee's Position Statement (July 17, 2001) outlining the principles that must be adhered to as the County proceeds with the efforts to restructure the mental health system.
 - b) The Board also adopts the Committee's recommendations for establishing culturally competent Crisis Services (July 17, 2001). The County Chair will ensure that the DCFS Director implements their recommendations.
 - c) The County Chair will ensure that the DCFS Director enhances existing service delivery capacity by contracting with specialized providers through pre-paid, flexible, limited-risk contracts.
 - d) The County Chair will ensure that the DCFS Director engages the specialized providers to guide further development of age and cultural competence expertise within the mental health system.
 - e) The County Chair will ensure that the DCFS Director promotes collaboration among all providers to carry out the system mission and values.
 - f) The County Chair will ensure that the DCFS Director continues the involvement of the Cultural Competency Committee in the policy development of all aspects of the mental health redesign.
6. The DCFS Director will develop and submit a plan for children's outpatient services, in consultation with stakeholder groups, that is consistent with the principles identified in Section 5 above.
7. This Acute Care Services Plan is transitional in nature. Competitive procurement processes for the long-term purchase of clinically appropriate Acute Care Crisis Service components must be conducted no later than July 1, 2002. A single omnibus contract will not be offered to a single provider for mental health services. The structure of the single point of accountability is not meant to imply the creation of a single contract with one provider.
8. The DCFS Director will include representatives from all county departments serving mental health client populations and other stakeholders, including CareOregon, in all planning and implementation teams for the mental health system redesign.

9. The DCFS Director will provide quarterly progress reports to the Board beginning October 1, 2001 regarding the progress of the new and reconfigured Crisis and Acute Care Alternatives. The reports must specifically address the financial status, services outcomes, cultural competency issues, and developments related to a comprehensive outpatient service plan.

ADOPTED this _____ day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Thomas Sponsler
Thomas Sponsler, County Attorney

A Statement from Laddie Read:

I would like to help us start unifying our services so that people with all kinds of handicaps can work together.

I was just at the walk-in center that Network Behavioral has opened. I like what I see so far. They seem to have happy, friendly people who work there. I wonder what the burn-out rate will be and if they have a back up list of good people to fill in as these people leave. I know it will be a strenuous position for any one to do for any length of time.

I really like everything I see there, once inside the building.....I have already said my piece on the lack of handicap accessability, so I won't go on about that. They have said they will fix that problem soon. I saw alot of computers there, I wonder if they are for everyone to use, or just the workers. I will ask next time I am there. They had good food and cheap pop, which I liked. I saw some people come in and be welcomed right away, myself included. I will go back later and sit on the sidelines and just observe how things are ran.

They have a pool table and other things to occupy ones time. Maybe I'll play someone a round of pool. So far I like what I see and I feel that they are doing what is necessary to make people feel comfortable and welcome there. I will be interested in seeing how they handle a crises situation when it comes. I'm sure they'll have there fair share of those situations.

What will they do to determine what a crises situation is? What is the criteria? Where would they send a person under crises? These are interesting questions that I am ongoing in finding the answers too!! They talk the talk, I'm waiting to see if they can walk the walk!! So far they make me feel like they can handle it. I hope this is the beginning of many clinics like this. They are a good model and I will help advocate for more to be allocated for. We need them in all areas throughout Portland.

Please Visit "The Voice"

<http://members.tripod.com/laddieread/>

Laddie Read

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

RESOLUTION NO. 01-109

Providing Policy Direction for the Acute Care Crisis Action Plan (Phase I)

The Multnomah Board of County Commissioners Finds:

- a. On December 7, 2000 the Board unanimously approved Resolution 00-194 that directed the Department of Community and Family Services (DCFS) to begin work to transform the County's existing mental health organization to provide a consumer and family-centered mental health system.
- b. The Board remains committed to continuing efforts to integrate physical and mental health services.
- c. On May 15, 2001, the Board approved a budget note directing the DCFS to present to the Board a revised mental health budget reflecting the redesign no later than July 30, 2001. The Board directed budget modifications to reallocate funding.
- d. The closure of the Crisis Triage Center created a gap in the service delivery system for individuals in mental health crisis and has created an urgent need to implement alternative crisis and acute care inpatient services.

The Multnomah County Board of County Commissioners Resolves:

1. Multnomah County will neither delegate nor contract its authority to determine how the clinical and fiscal responsibility for the mental health care of Oregon Health Plan beneficiaries and indigent clients will be assigned to providers.
2. The Board approves the policy direction of the first six action steps of the Phase I Plan, dated August 8, 2001, including phone services, walk-in clinics, mobile crisis teams, secure evaluation facility, acute hospital alternatives and acute care coordination.
3. The Director of the DCFS will clarify system participants, their roles and responsibilities as part of the next steps of implementing Phase I and preparing for Phase II, and submit a report to the Board by October 1, 2001.
4. The DCFS Director and the Director of Support Services will submit for Board approval appropriate budget modifications, in accordance with standard County budgeting procedures, by September 20, 2001.

5. Special Populations:

- a) The Board adopts the Cultural Competency Committee's Position Statement (July 17, 2001) outlining the principles that must be adhered to as the County proceeds with the efforts to restructure the mental health system.
- b) The Board also adopts the Committee's recommendations for establishing culturally competent Crisis Services (July 17, 2001). The County Chair will ensure that the DCFS Director implements their recommendations.
- c) The County Chair will ensure that the DCFS Director enhances existing service delivery capacity by contracting with specialized providers through pre-paid, flexible, limited-risk contracts.
- d) The County Chair will ensure that the DCFS Director engages the specialized providers to guide further development of age and cultural competence expertise within the mental health system.
- e) The County Chair will ensure that the DCFS Director promotes collaboration among all providers to carry out the system mission and values.
- f) The County Chair will ensure that the DCFS Director continues the involvement of the Cultural Competency Committee in the policy development of all aspects of the mental health redesign.

6. The DCFS Director will develop and submit a plan for children's outpatient services, in consultation with stakeholder groups that is consistent with the principles identified in Section 5 above.

7. This Acute Care Services Plan is transitional in nature. Competitive procurement processes for the long-term purchase of clinically appropriate Acute Care Crisis Service components must be conducted no later than July 1, 2002. A single omnibus contract will not be offered to a single provider for mental health services. The structure of the single point of accountability is not meant to imply the creation of a single contract with one provider.

8. The DCFS Director will include representatives from all county departments serving mental health client populations and other stakeholders, including CareOregon, in all planning and implementation teams for the mental health system redesign.

9. The DCFS Director will provide quarterly progress reports to the Board beginning October 1, 2001 regarding the progress of the new and reconfigured Crisis and Acute Care Alternatives. The reports must specifically address the financial status, services outcomes, cultural competency issues, and developments related to a comprehensive outpatient service plan.

ADOPTED this 9th day of August, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

**Resolving the Multnomah County
Acute Care Crisis
Action Plan - Phase I**

August 8, 2001

*Jim Gaynor, Director of Mental Health Redesign, Verity
Peter Davidson, MD, Chief Clinical Officer/Medical Director, Verity
Dale Jarvis, CPA, MCPP Healthcare Consulting, Inc.*

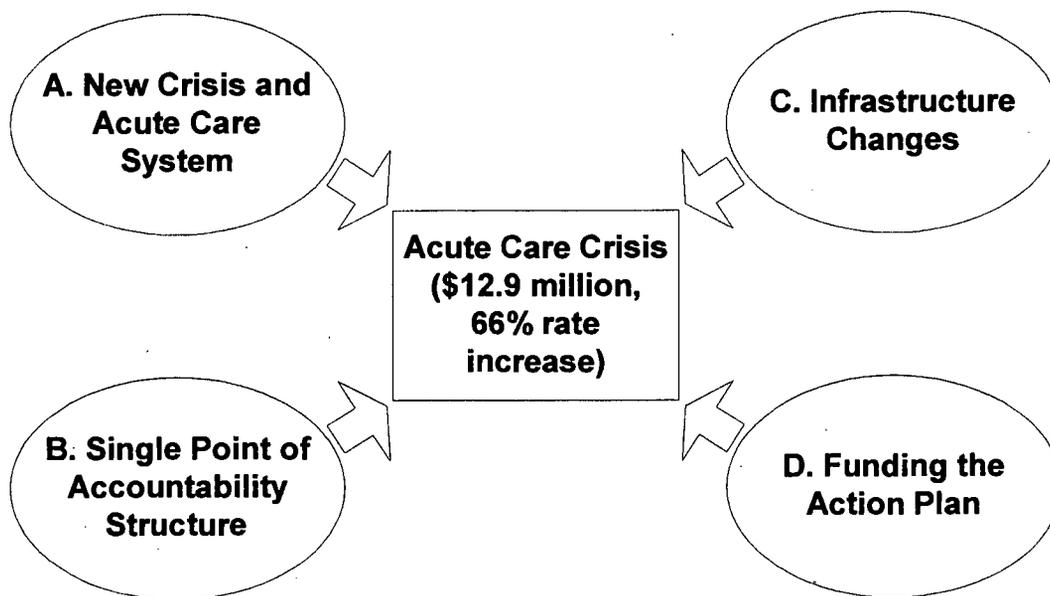
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Executive Summary

In the fiscal year that just ended June 30, 2001 the average cost for an Oregon Health Plan acute inpatient bed day was \$422.50. With the implementation of the new, per diem arrangement that goes into effect next month, this average rate will increase 66% to approximately \$700 per day. Based on a thorough analysis of projected inpatient use, this represents a \$2.9 million (29%) increase in inpatient costs from \$9.9 million to \$12.8 million. This increase is based on the assumption that, as the Crisis Triage Center closes August 1, 2001, new and more comprehensive inpatient alternatives will start being brought online and hospital admissions will begin to decline. If better management of inpatient does not occur during the fiscal year, Multnomah County will spend an additional \$1 million or more on inpatient expenses (on top of the \$2.9 million planned increase).

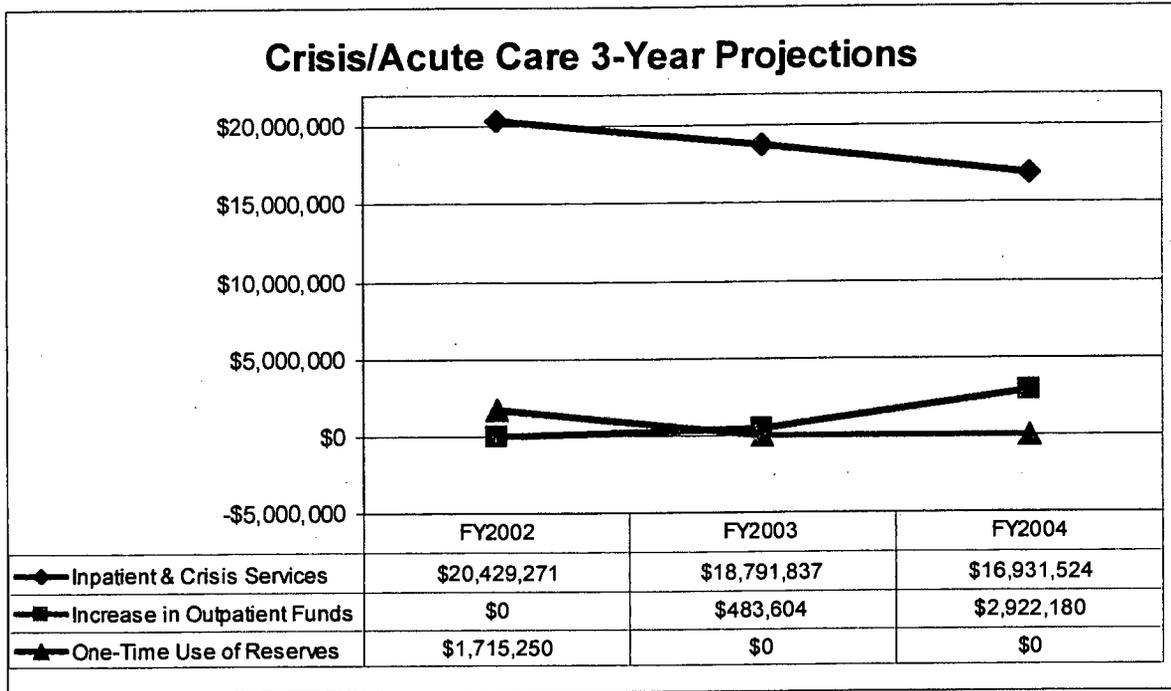
These rate increases mean that almost one out of every five mental health dollars (19.2%) will be spent on inpatient services. These figures do not include state hospital costs, which increase the inpatient percentage. These are the highest costs in the State of Oregon and the Pacific Northwest. For example, King County Washington (Seattle) spends 13.2% of their mental health funds on inpatient services.



Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The Phase I plan that is presented in this report is a 90-day first step towards resolving this crisis. This Action Plan has been designed to reduce inpatient costs over a 3-year period by \$3.6 million. Although the plan recommends dipping into reserves for the first year, it is projected

that outpatient service funds can grow \$2.9 million by the third year. The following chart illustrates these projections.



The Action Plan includes the following four areas of intensive activity.

A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. Six action-steps must be taken to support the implementation of these services.

1. Access/Crisis Phone System
2. Urgent Walk-In Clinics
3. Mobile Crisis Teams
4. Secure Evaluation Facility
5. Acute Hospital Alternatives
6. Acute Care Coordination

B. Roll-Out of the Single Point of Accountability Philosophy and Structure

Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability

philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. Three action-steps must be taken to support the implementation of this philosophy and structure.

7. Single Point of Accountability Structure
8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool
9. Assignment of Existing and New Consumers

C. Infrastructure Changes to Support the Action Plan

There are a handful of "mission-critical" infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important four are listed below.

10. Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool
11. Rapid Implementation of Raintree Systems Computer Software
12. System-Wide Performance Reporting System
13. Redeployment of Key DCFS Staff

D. Funding the Action Plan

The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$20,429,271. This includes \$12,799,261 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently allocated, the Crisis and Acute Care System is currently underfunded by \$7,459,962. The following action steps must be taken to resolve this crisis.

14. Reallocation of New OHP System-Wide Funds
15. Transfer of the 3% OHP Incentive Pool
16. Inpatient Contract Negotiation
17. BHD/Verity Reorganization and Budget Adjustments
18. One-Time Use of Mental Health Reserves

Note: It is important to underscore that the consequences of not funding the crisis and acute care services listed in this report creates significant risks for the Multnomah County mental health consumers, the County and provider organizations. If one or more financial recommendations are considered unfeasible and not implemented, the difference should be appropriated from the County General Fund Contingency Pool.

Implications for Phase II

The 90-day Phase I must be followed immediately by Phase II that should run from days 91 – 365. During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes

- Continued reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

Introduction

Resolution of the accelerating acute care crisis is the most critical system initiative facing the mental health system in Multnomah County. The effective management of quality, access, utilization, and cost elements must be brought about swiftly. At the same time, the solution which is deployed to resolve our acute care crisis must establish long term foundations upon which recovery and child/family based systems of care will more naturally emerge and flourish.

The current system is fragmented, has the wrong incentives built-in, and perpetuates costly redundancies. This is neither cost effective nor clinically efficient. It also provides unnecessary impediments for consumers attempting to access the right care at the right time. Accordingly, system accountability suffers.

The solutions outlined in this plan:

- Lay the groundwork for the integrated consolidation of system providers, infrastructure, and the blending of funding streams wherever possible.
- Make strategic interventions in the crisis, and acute care, and outpatient systems in Phase I.
- Begin a process that will allow dollars to be freed up for reinvestment in service expansions and capacities that will result in easy access to the right care, delivered at the right time, for the right price.
- Allow us to move to Phase II where further system development will occur and unnecessary administrative overhead is identified and eliminated.

As old silos are replaced with a new seamless array of easily accessible services, true public-private partnerships based on risk as well as gain sharing will emerge. A new era of system accountability will be born that is much more self-regulating, consumer centered, and responsive.

Consumer choice will be enhanced by providing expanded service options that produce good consumer outcomes. Synergies will be achieved through ongoing horizontal and vertical integration initiatives resulting in systems of activities that are complementary, consistent, interdependent, and mutually reinforcing. The finite pool of system dollars will be managed for maximum effectiveness for the maximum amount of consumer gain. This will be achieved by blending funding streams into a single risk pool managed by the MHO. Performance based contracts will be executed and actively managed by continuous quality improvement specialists serving in responsive outcomes management roles. Likewise, County employed Acute Care Coordinators will serve in the capacity of “innovation stimulators” as well.

Providers will be increasingly self-regulated through performance based accountability contracting models that reward the generation of good consumer outcomes while also assuming the risk and responsibility associated with negative outcomes. Any remaining fee-for-service provider contracting will be aggressively managed. Consumers will no longer be “exiled” from treatment options for any reason. The MHO will be a proactive partner in the development and

deployment of productive and innovative systems of care that minimize risk and promote success. Reinvestment plans will be negotiated that result in increased risk reserves, employee compensation, and capacity building.

Background and Problem Statement

The problems in the mental health system are well known and have been well documented over the course of the past 2 years of redesign initiatives. These problems are interconnected and require an integrated approach to solutions. This section will identify the prioritized target issues most in need of immediate turnaround solutions.

ACUTE CARE CRISIS

Escalating Utilization

Multnomah County has an inpatient utilization rate that is more than twice that of the statewide average when adjusted per capita (bed days/month/1000 members). When Multnomah County's utilization data is removed from the statewide aggregate data, we exceed inpatient rates by a factor of almost four (19/1,000 vs. 5/1000). The major reason for this predicament is the lack of less costly and more clinically appropriate sub-acute and crisis response alternatives. It should be noted that risk often motivates the deployment of these types of service alternatives, yet this idea was never pursued by the partner hospitals under the risk partnership contractual arrangements over the past 2 years. Inpatient care should be targeted to stabilize individuals so that they can be more actively engaged in community based recovery oriented treatment. Instead, it is capable of consuming over a third of the total available system treatment resources if left uncontrolled.

Movement to Per Diem Inpatient Vendors

The inpatient providers in the process of severing their current risk contract with the County and return to individually negotiated per diem bed rates. This return to a fee-for-service relationship will result in a significant net increase in the cost of a bed day of an average of 66% over current rates. When factored in to present utilization rates, this could result in an annual inpatient cost of over \$14,000,000. Suffice it to say that this development mandates a rapid utilization management solution to reverse this scenario.

Absence of Vital Crisis Response Service Continuums

The Crisis Triage Center (CTC) performed a vital system function but was nonetheless providing significantly fewer crisis response services than it agreed to perform in its proposal to the original RFP. Because of this, the CTC was a very expensive system component. The CTC's efficacy was severely compromised due to the lack of a strongly coordinated system of adjunct crisis services geared toward mitigating the inpatient risk with more appropriate and less costly alternatives. This most critical service element is the most glaring service gap in the current system.

OUTPATIENT DELIVERY SYSTEM

Fragmentation and Market Rivalry

Multiple providers delivering basically the same types of services while looking to protect and expand their historical market share does not drive good collaboration or true partnership. It does drive a lot of expensive window dressing and meeting time, which only resembles true collaborative partnership. Competition for scarce clinical resources across professional disciplines results in added ongoing recruitment costs that could be better spent by providing a more stable integrated workforce at higher wages. The providers could look to create seamlessly integrated niche specialties and clinical centers of excellence that would better benefit consumers and the system as a whole. Historically, there was little financial incentive to explore consolidated service delivery models in an environment of “co-opetition” (cooperation + competition).

Fee-for-Service Program Structure

The current outpatient reimbursement formula pays for services based 50% on encounter and 50% on case rates. This encourages the outpatient system to perform in much the same way as under fee-for-service models. However, under managed care, the case rate portion results in a net loss from those historical Medicaid fee-for-service revenues. Therefore, the outpatient system is experiencing much downside associated with risk while still operating the same way as before. This dual mismanagement rewards the system for focusing on those who are easiest to care for while neglecting the difficult client most likely to need more costly and intensive services. Currently, the outpatient system is financially encouraged to shift the care for difficult clients to hospitals rather than expend the overburdened clinical resources to provide alternatives to hospitalization.

Administrative Redundancy

The current multiple providers separately fund multiple administrative structures that are mirror operational components of one another. These redundancies come at a high cost to the system, whereas, if providers were consolidated, the savings would be reinvested in vital service and capacity expansion. The two major contracting networks (ABH and HSA) show some economies of scale, but they provide yet another layer of administrative overhead. Member organizations must reduce their individual administrative structures to offset the costs the networks charge back to the members.

Low Productivity

Despite feeling genuinely overburdened with huge caseloads and dramatically reduced fiscal reserves, the average time clinical staff spend in direct clinical encounters with consumers averages less than 50% across the system. Paperwork, meetings, lack of automated processes, and antiquated infrastructures are reasons given as to why more direct service time isn't being spent with consumers. Productivity should and can be increased significantly. Nationwide, successful provider organizations have found ways to work smarter, resulting in more effective and efficient clinical service models. Providers must also find ways to reduce their overhead costs. These changes will result in more time for clients and the ability to better meet the needs of the community. It is

also important to note that the MHO must be part of this solution by working to reduce unnecessary paperwork and non-value-added procedures to a minimum.

Access

Waiting times to access outpatient services are too long. Approximately twenty-five percent of all consumers accessing the inpatient system are not assigned to any outpatient provider. This results in a very expensive access system whose doorbell is, by proxy, a bad outcome (i.e. deterioration to the point of requiring an inpatient stay).

The providers, with a combination of poor productivity, greatly increased caseloads, and little incentive to successfully move clients from out the back door (i.e. successful recovery oriented treatment utilizing natural community systems of support), are in fact unwittingly contributing to their own burnout and failure. The bottleneck at the front door is experienced by the providers as being a direct result of a real lack of service capacity to meet the demand needs of clients wishing to access outpatient services. The reality is that as access to less expensive and most appropriate care is impeded at the outpatient level, more and more consumers are deteriorating to the point of having to access the inpatient system. This in turn bleeds more money out of the outpatient pools, which then results in more diminished outpatient capacity. This downward spiral must be reversed. The best way to achieve this is to provide adequate incentives to provide access on demand and to lower hospitalization

BUSINESS MODEL AND ORGANIZATIONAL STRUCTURE

Accountability Alignment

The single variable most responsible for the deterioration of the mental health system with the advent of capitated Medicaid funding is the adverse alignment of risk and reward across the system. Shared risk contracting, when properly aligned and aggressively managed, generates true partnerships and, most importantly, effective, expanded, and seamless clinical care continuums. This is the difference between managed care nightmares and good managed care being synonymous with good and timely clinical intervention. Good accountability-based contracting will result in the right care being delivered at the right time and for the right price. When done effectively, the consumer benefits enormously. Secondarily, so does everyone else.

Contract Compliance Management

The County's contracting and contract management processes are in need of major change. Multiple contracts with multiple terms and expiration dates that get changed, sometimes only verbally, are often signed several months after the services are being delivered. The ongoing management of performance metrics and other contract terms are frequently renegotiated in the direction of less value than the original terms. MHO staff will be focused on performance that generates good consumer outcomes. Contingencies must be considered and acted upon when, despite all efforts otherwise, contract agencies fail to meet necessary conditions specified in the contract.

Role Diffusion

The relationship between the MHO and the Behavioral Health Division (BHD) has been unclear in the past. Clear boundaries and relationships must be defined and operationalized to maximize accountability while maintaining the flexibility to continuously improve in mutually effective ways. As always, assuring that the right care is taking place at the right time and for the right price will be the ultimate yardstick against which any change is made and measured. Fiscal accountability between the two divisions must be reconciled accordingly.

Data Analysis and Infrastructure

Standardized reporting across specified outcomes management targets must be made available through sound database/data warehouse development and ongoing analytical processes that can optimize continuous quality improvement activities.

CONSUMER INVOLVEMENT

Advocacy versus Empowered Ownership

The consumer advocacy landscape in Multnomah County is very impressive. This is due to the inclusive process involvement by consumers throughout the redesign process. This is also due to the level of talent and commitment embodied in the advocacy community. It is time to take advantage of this underutilized resource. We need to provide a conducive platform that shifts the advocacy community away from a reactive mode towards more proactive involvement and ownership in making new solutions work. In this regard, consumers are most likely to become the true partners in crafting the solutions they so desperately deserve. Development of Ombudsman functions, expansion of the office for consumer affairs, and deployment of expanded peer support services will serve to enhance the continued proactive involvement in existing stakeholder forums. Additionally, inclusion as valued contributing members on contract provider Boards of Directors will serve to secure necessary governance representation as well.

Proposed Action Plan: Phase I

The Phase I plan presented below is a *90-day first step* towards resolving the acute care crisis in Multnomah County. It includes four areas of intensive activity that must be implemented immediately, including:

- A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives**
- B. Roll-Out of the Single Point of Accountability Philosophy and Structure**
- C. Infrastructure Changes to Support the Action Plan**
- D. Funding the Reconfigured System**

These recommendations are based on a detailed financial and utilization analysis that examined all aspects of the Multnomah County Mental Health System including:

- Detailed review of outpatient **client and service delivery history** for Oregon Health Plan enrollees and indigent consumers;
- Comparisons of **how much service** was provided, in total, and per client at each outpatient provider organization
- Analysis of all Behavioral Health Division and Verity **provider contracts**;
- Examination of all federal, state and local **revenue sources** and funding restrictions;
- **Inpatient projections** based on several years of admissions, days and average length of stay data for all health plans operating in Multnomah County;
- Sophisticated **demand projections** for mobile crisis, urgent walk-in, secure evaluation facility and acute inpatient alternative services;

Because of the severity of the financial and client safety crisis facing Multnomah County and the carefully built-in interdependencies of the eighteen strategies, *all must be implemented within the next 90 days* if the County hopes to prevent insolvency of the mental health system.

A. Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives

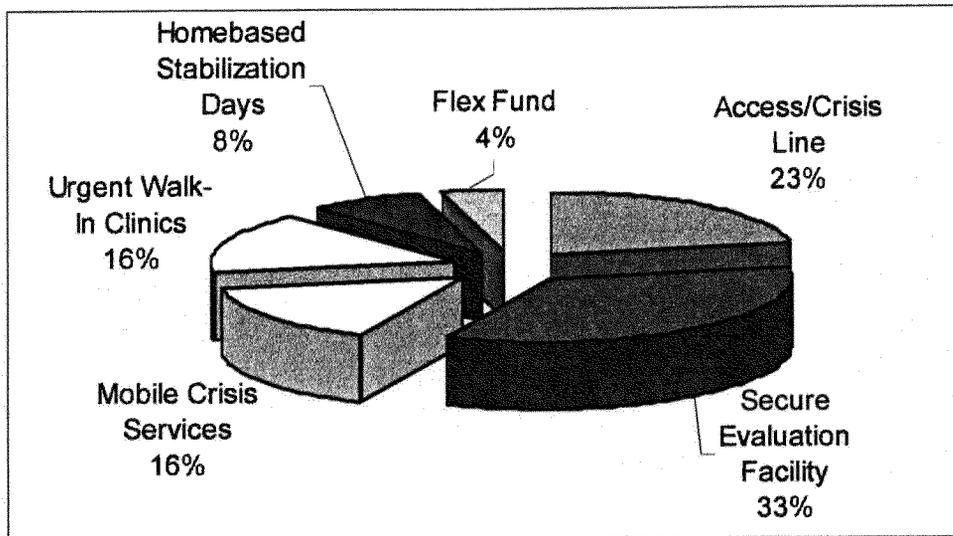
Currently there are significant gaps in the service delivery system for individuals experiencing a mental health crisis. With the closing of the Crisis Triage Center these gaps are going from problematic to critical. Work has already begun on the development and implementation of crisis and acute care alternative services. The following action-steps must be taken to support the implementation of these services.

- 1. Access/Crisis Phone Service:** Multnomah County should consider bringing the Access/Crisis Phone Service into Verity as a county-run operation. Centralizing this function can reduce duplication and, if operated effectively, improve coordination between all parts of the mental health system. Providence should continue operating this service while a feasibility analysis is completed to determine if this recommendation can be implemented on a timely basis and is cost effective. If another alternative is selected it should be based on a contract that runs no longer than through June 30, 2002. *First Year Cost: \$1,856,067.*
- 2. Urgent Walk-In Clinics:** Multnomah County should immediately contract with the identified provider organizations to operate four, regional Urgent Walk-In

Clinics, with contracts that runs through June 30, 2002. These Clinics will use a "no appointment necessary" approach and operate during the highest demand periods from 9:00 am to 5:00 pm Monday through Friday. Additionally, a centrally located walk in clinic will operate from 5:00 pm to 9:00 pm Monday through Friday and 1 to 4 pm on Saturday. This design will dramatically increase access to consumers and provide a more appropriate service delivery environment to individuals who have urgent, but not emergency needs. *First Year Cost: \$1,118,434.*

- 3. Mobile Crisis Outreach Teams:** Multnomah County should immediately contract with the identified provider organization to operate Mobile Crisis Outreach Teams 24-hours per day, seven days per week, with a contract that runs through June 30, 2002. During hours of operation Mobile Outreach staff will be co-located at the four Urgent Walk-in clinical sites. During evenings and on Saturday, the Mobile Outreach Team will be co-located with the centrally located Urgent Walk-in clinic. *First Year Cost: \$939,389.*
- 4. Secure Evaluation Facility:** Multnomah County should immediately contract with the designated provider organizations to provide 23-Hour observation capacity for a period of assessment for those patients deemed to have the potential to rapidly regain functioning, and to facilitate their smooth reintegration into the community through optimal discharge planning. The contract is currently being negotiated and the final length of the contract along with other contract terms should be determined as part of that process. *First Year Cost: \$2,217,712.*
- 5. Acute Hospital Alternatives:** Multnomah County should immediately contract with designated provider organizations to provide additional alternatives to hospitalization capacity including Intensive Home-Based Stabilization services, Respite Beds, Sub-Acute Inpatient services, and "Flex Funds" to support other creative alternatives. The length of these contracts should be consistent with existing contracts that are in place for these types of services. *Annual Cost: \$3,148,667.*
- 6. Acute Care Coordination:** Multnomah County should immediately complete the development of the Acute Care Coordination Team. Members of this team will work with referring clinicians, discussing treatment options for clients in crisis in the context of the criteria for "medical appropriateness", assisting with referral to the least restrictive and most clinically appropriate care setting. *Annual Cost: Part of Verity's Budget.*

These six changes will result in a system that has many "right doors" and capacity that has been carefully designed to meet the needs of consumers in crisis. The chart on the following page illustrates how financial resources will be allocated to the newly designed crisis system. As the system stabilizes we expect that costs for the secure evaluation facility will decrease and those savings will be redirected towards non-urgent/emergent services.



B. Roll-Out of the Single Point of Accountability Philosophy and Structure

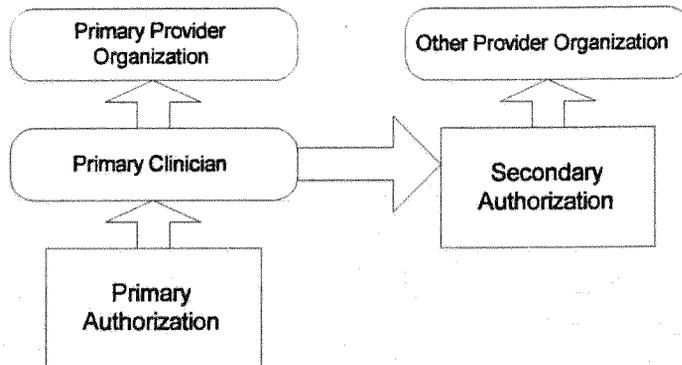
Currently, if an individual who is enrolled with a mental health provider organization has a mental health-related crisis there is no practical way to identify and contact the clinician who has the best clinical knowledge of that individual. In addition, there is no standardized process for identifying individuals who are not currently enrolled and in need of mental health service, and “hooking them up” with a “primary clinician”. These circumstances result in the inability of crisis caregivers, including the police, to determine the most appropriate treatment setting for clients in crisis and often results in hospitalization that may have been unnecessary.

These disconnects surrounding crises are just one view into a service delivery system that has not embraced a single point of accountability philosophy and structure, where each consumer of mental health services has a primary partner to assist them in meeting their service needs and aiding in their rehabilitation and recovery. This type of structure is critical to helping prevent crises before they occur. Furthermore, this model is an essential building block for implementing a recovery-oriented care delivery model.

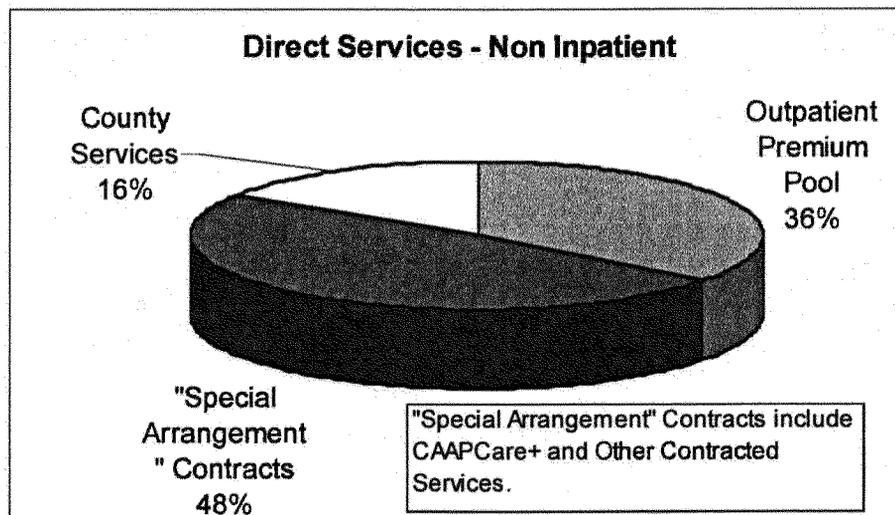
The following action-steps must be taken to support the implementation of this philosophy and structure.

- 7. Single Point of Accountability Structure:** Multnomah County should revise all existing outpatient contracts to establish a Single Point of Accountability structure. Under this structure all mental health consumers whose care is financially supported by Multnomah County would be assigned to a Primary Provider Organization and a Primary Clinician through the issuance of an open-ended Primary Authorization. The Primary Clinician will be part of a Care Team (consisting of at least two individuals – the consumer and the Primary Clinician) whose jobs include treatment planning, service coordination, service delivery, and crisis planning and management. The Primary Authorization will “stay open” for as long as the client resides in Multnomah County or until/unless the consumer transfers to a different Primary Provider Organization, regardless of whether their case file is open or closed. Part of this system will include Secondary

Authorizations that support the purchase of evidence-based services or supports for special services not otherwise available from Care Team members who do not work at the Primary Provider Organization. *Annual Cost: Part of the Outpatient Contracts.*



- 8. Convert and Expand the OHP Outpatient Premium Pool to an Accountability/Incentive Pool:** The Single Point of Accountability Structure should be supported by a new payment mechanism that increases the flexibility of how monies can be used, provides financial incentives for proper management of the crisis and acute care system and holds providers accountable for poor outcomes. The mechanics of this model are described in Recommendation C10 below.



A financial model that supports the Action Plan is critical to successfully changing the behavior of the provider community. Currently only 36% of the existing funding for the Multnomah County Outpatient System is available for the Single Point of Accountability System – the funds that are in the OHP Outpatient Premium Pool. The other 64% is embedded in “Special Arrangement” Outpatient Provider Contracts (48%) and budgets for County-Staffed Services (16%). The Special Arrangement Contracts are funded through a myriad of case rates and fee

for service arrangements that use "old-style", commercial managed care arrangements that prevent more flexible and creative use of funds and are necessarily outside the Accountability and Incentive Structure. In addition, these contracts require over 20 full time equivalents of County Care Coordinators, whose salary costs alone are over \$1.3 million per year.

Multnomah County should immediately convert the OHP Outpatient Premium and CAAPCare+ Outpatient Pools to the new Accountability/Incentive Pool. County staff should also immediately begin an Internal Audit and Performance Analysis of the Special Arrangement Outpatient Provider Contracts and County-Staffed Services to determine which services can be moved into the Accountability/Incentive Pool in Phase II. This analysis should be completed by 10/1/2001. *Annual Costs: Phase I \$19,575,316; Impact of Phase II: To be determined.*

- 9. Assignment of Existing and New Consumers:** Multnomah County should immediately begin a process to identify the Primary Provider Organization and Primary Clinician for all currently enrolled consumers. This will consist of using historical data in the Verity authorization database to complete a preliminary identification of Primary Provider Organizations. Providers will then review the computer reports, make corrections as needed and identify the Primary Clinician for each consumer. This information will be returned and entered to the County Information System.

The County should also begin a process to rapidly assign all newly identified mental health consumers to a Primary Provider Organization and Primary Clinician. This will include the development of policies and procedures for all providers in the system. Crisis and Acute Care staff will be responsible for helping "hook" new consumers up with Outpatient Organizations. Outpatient Organizations will have clear guidelines for how and when to assign consumers who are new to their organizations. *Annual Cost: Part of the Existing DCFS IS Budget and Provider Outpatient Contracts.*

C. Infrastructure Changes to Support the Action Plan

There are a handful of "mission-critical" infrastructure changes that are required to support the reconfigured crisis and acute care alternatives and single point of accountability structure. The most important are listed below.

- 10. Design and Implement the Business Rules and Contracts for the Accountability/Incentive Pool:** The funding design for the Accountability/Incentive Funding Pool combines the OHP Outpatient Premium and CAAPCare+ Pools to create a funding stream to be used for OHP and indigent consumers in Multnomah County. Funds will be allocated based on the number of consumers for whom each provider organization becomes the Single Point of Responsibility. If Agency X has taken responsibility for 10% of the consumers they will receive 10% of the pool each month. In return for payment, organizations will be expected to provide all medically necessary outpatient services to their clients. In

addition, use of crisis and acute care services will be carefully tracked and provider organizations will be responsible for covering a portion of those expenses, up to a limit that will be defined by a financial risk corridor. If providers are able to properly manage their caseloads and lower the utilization of crisis and acute care services, incentive payments will be made to the organizations in the form of a rebate on under-spent Crisis and Acute Care System funds. The risk corridor will be designed so that no provider organizations will be threatened with catastrophic losses.

For the first year, smaller providers, who believe that they may not be able to manage under the new funding model, can select a Hold Harmless alternative where their crisis and acute care utilization will be monitored but funding accountability and incentives will not apply.

Multnomah County Board of Commissioners are requested to immediately approve the Outpatient Accountability/Incentive Funding Model and direct staff to develop the Policies and Procedures Manual that includes the detailed business rules for this model. Provider contracts must be revised so that the system can be phased in between July and September 2001, with full implementation beginning October 1, 2001. Later approval will delay these dates with substantial financial and system problems accruing. *Annual Costs per Action Step 8 above: Phase I \$19,575,316; impact of Phase II: To be determined.*

- 11. Rapid Implementation of Raintree Systems Computer Software:** There are nine categories of County and Provider Organization staff that are necessary to support the reconfigured crisis and acute care alternatives. These include staff working with the 1) Call Center, 2) Mobile Crisis Teams, 3) Acute Care Coordination, 4) Urgent Walk-In Clinics, 5) Primary Provider Organizations, 6) Care Coordination, 7) Member Services, 8) Claims Processing, and 9) Quality Assurance. Together these groups require 34 different pieces of computer functionality to support their work. The functionality ranges from Client Lookup to Authorization Entry to Crisis Episode Tracking to Claims Processing.

A rapid but thorough evaluation was made of existing County computer systems and "off the shelf" packages, covering the areas of Functionality, Architecture, Ease of Implementation, Flexibility, Performance, Security, Reporting, Cost and Vendor Reliability. After determining that existing County systems could not adequately support the 34 functions the Joint County-Contractor IT Workgroup narrowed the field down to two finalists, PH Tech, from Salem Oregon, and Raintree Systems from San Diego California. A final vendor scoring resulted in the recommendation to purchase and implement Raintree Systems.

Because of the emergent need to implement a new solution within 90 days, Multnomah County should suspend normal contracting requirements and immediately contract with Raintree Systems and begin implementation of the new system within 14 days. The functionality of the system should be rolled out in three phases, October 1, November 1, and December 1, 2001. Five

Implementation Teams should be immediately assembled that will be made up of County and Provider Organization staff – Application Develop, Data Conversion, Infrastructure, Deployment, and Reporting. The rapid implementation project should be co-lead by a County and a Provider Organization staff person. *One Time Costs: \$196,500.*

- 12. System-Wide Performance Reporting System:** A great deal of effort went into gathering utilization and financial data from a variety of sources to support the development of the Action Plan. Unfortunately, there was a scarcity of standard reports that could be “pulled off the shelf” to support these efforts. Most available reports were ad hoc in nature, so that the system was operating in a relatively “data-free environment”. As stakeholders of the mental health system already know, the Multnomah County mental health system can no longer operate under these conditions.

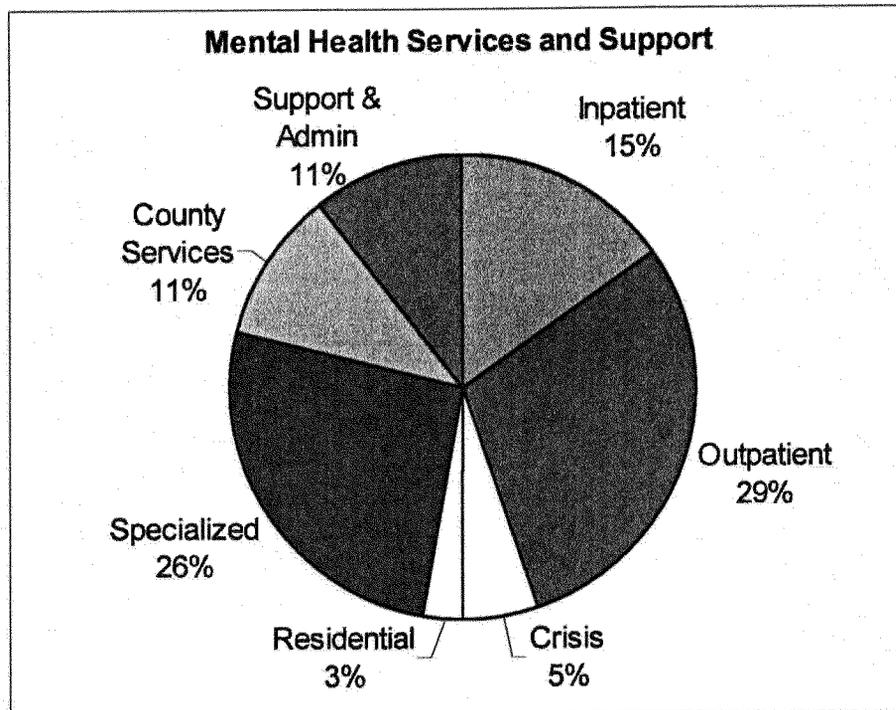
Multnomah County should immediately begin the development of a System-Wide Performance Reporting System. The design of this system should be informed by key documents including the Utilization and Financial Modeling Tools that were used to support the Action Plan; Oregon Health Plan Mental Health Organization Agreement requirements; existing ad hoc and standard reports; the March 2001 Recommended Mental Health System Performance Measures authored by Jim Carlson, Seth Lyon and Theresa Posner; the 2001 American College of Mental Health Administrators’ Proposed Consensus Set of Indicators for Behavioral Health; and the January 2001 State of Oregon Report to the Governor from the Mental Health Alignment Workgroup.

These efforts should result in a set of regularly produced reports for key managers and stakeholders from the Multnomah Board of County Commissioners to Acute Care Coordinators to Primary Clinicians and their Supervisors that are produced daily, weekly, monthly and quarterly, based on need. The data in these reports should be used to build a “culture of measurement” within the Multnomah County Mental Health System, where meetings regularly include the analysis of data and all-important decisions are informed by this analysis. *One-Time Costs: \$50,000.*

- 13. Redeployment of Key DCFS Staff:** There are a number of activities that require the involvement of several DSFS staff members. This includes Acute Care Coordination, Accountability/Incentive System Policies and Procedures Development, Provider Contracting, assistance with bringing up the new Crisis and Acute Care Alternatives, Raintree Implementation, Performance Reporting System Development, further Financial and Budget Analysis, Stakeholder Communications, and more. Many DCFS staff have already been intensively involved in the planning activities that have resulted in this report. These efforts must now be followed by the development of a detailed Implementation Workplan and redeployment of DCFS staff to assist in these implementation activities. Multnomah County leadership should direct all DCFS management and staff to actively participate in the implementation efforts, as needed. *Annual Cost: Part of the existing Verity Budget.*

D. Funding the Action Plan

The fiscal year 2002 DCFS Mental Health Budget is \$66,735,030. These funds are allocated to several areas, as illustrated in the chart below.



The costs for the Crisis and Acute Care System for the fiscal year are currently projected at \$20,429,271. This includes \$12,969,309 for Acute Inpatient and Acute Inpatient Alternative Service, which cost approximately \$9.9 million in fiscal year 2001. As funds are currently allocated, the Crisis and Acute Care System is currently underfunded by \$7,459,962. The following action steps must be taken to resolve this crisis.

- 14. Reallocation of New OHP System-Wide Funds:** Currently 16.7% of the OHP Premiums are allocated to a System-Wide Funds Pool. These monies are used to support the Crisis Triage Center and a number of Specialized Services such as Day Treatment, Dual Diagnosis Residential Support, Supported Classrooms and Fee-For-Service outpatient providers. In fiscal year 2001 just over \$4.4 million was allocated to this pool, with \$1.3 million spent on Crisis and Acute Care Alternatives and \$3.1 million spent on Specialized Services. With the addition of a full year of Regence enrolled lives this \$4.4 million has grown to \$5.5 million.

Analysis of this fund shows that children's programs could be increased to match the new Regence enrollees (approximately 20%) and, if other services in the fund were maintained at fiscal year 2001 levels, \$2.1 could be freed up to support the Crisis and Acute Care System. As the system stabilizes and inpatient costs come down, additional funds should be redirected to prioritized outpatient. *Annual Amount: \$2,181,467.*

15. Transfer of the 3% OHP Incentive Pool: Currently \$998,980, which represents 3% of the OHP revenue, is allocated to a provider incentive pool. These funds should be earmarked for covering the costs of the crisis and acute care system. These monies would then, automatically become part of the Single Point of Accountability, accountability/incentive pool. *Annual Amount: \$998,980.*

16. Inpatient Contract Negotiation: In fiscal year 2001 Multnomah County was paying an average of \$864 per day for emergency-hold inpatient beds, including professional fees. This is significantly higher than rates paid for other Multnomah County inpatient bed days or the rates paid at other Oregon MHOs. These contracts should be renegotiated immediately, combining them with the inpatient contracts for OHP covered clients, to bring the average rate down to \$700 per day. *Annual Savings: \$365,757.*

17. BHD/Verity Reorganization and Budget Adjustments: Currently 11.4% of mental health dollars are spent on county administration (\$6.8 million). At the same time the administrative functions are spread out over three reporting areas: Verity, the Behavioral Health Division, and the Department of Community and Family Services. This structure significantly impacts the ability of the 75+ full time equivalent administrative employees to effectively accomplish their work.

It is possible to reorganize these administrative functions, consolidate duplicate activities, reduce costs and better support the management and operation of the Multnomah County mental health system through the implementation of the following changes.

Admin Consolidation: Pull the system management activities including Care Coordination, Involuntary Commitment, Adult and Child Contract Management, and DCFS fiscal services out of their respective areas and into Verity. This would allow for the development of a fully functional, self-contained business enterprise with its own fiscal, contract and management capacities, all under "one roof".

8% MHO Administrative Cap: If the costs of the consolidated system management activities are measured against the total revised budget for this area, including provider contracts, the administrative percentage is 10.4%. This compares with the following:

- OMAP provides 8% to fully capitated health plans.
- CareOregon is managed within their 8% rate.
- The State MHDDSD Department provides 8% to MHOs for administration.
- Clackamas MHO administration for FFY99/00 was 6.54%.
- Mid-Valley Behavioral Care Network MHO administration for FFY99/00 was 7%.
- Accountable Behavioral Health Alliance MHO administration for FFY99/00 was 8%.

As part of this administrative consolidation, Verity should bring its administrative costs down to 8% of total contract and service expenditures. It is anticipated that this will require a reduction of approximately nine FTEs. *Annual Savings: \$700,793.*

12% Behavioral Health Administrative Cap: With the transfer of Care Coordination, Involuntary Commitment, Adult and Child Contract Management to Verity, the existing administrative costs for the Behavioral Health Division would total 20.2%. This budget should be reduced to 12%, which "better-sizes" the administrative staffing in relation to the new duties. It is anticipated that this will require a reduction of approximately four FTEs. *Annual Savings: \$408,502.*

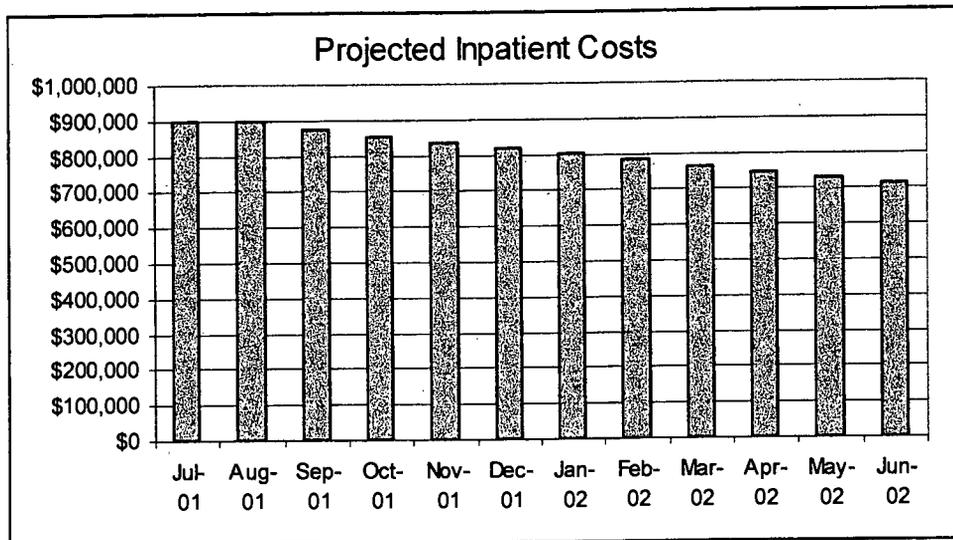
Local Administrative Dollars: Currently \$2.1 million is received from the State to administer Mental Health, Alcohol & Drug and Developmental Disabilities. \$805,640 is allocated directly to programs, of which only \$111,054 is allocated to Mental Health. At the same time \$1,310,870 is allocated to DCFS overhead departments. To support the administrative consolidation 30% of the \$1.3 million of the Local Administration should be transferred to Mental Health to free up additional OHP and State General Funds to support the Crisis/Acute Care System costs. *Total Amount: \$393,261.*

The four parts of this recommendation are interdependent in that shifting or responsibilities must be accompanied by shifting of funds and vice-a-versa. *Total Amount: \$1,502,556.*

The four strategies identified in action-steps 14 – 17 represent a \$5.74 million shift of funds to the Crisis and Acute Care System. This leaves a remaining shortfall of \$1.7 million. After an exhaustive evaluation of all funding sources and programs it is readily apparent that additional cut or funding shifts could severely threaten the already fragile mental health system.

18. One-Time User of Mental Health Reserves: The main purpose of Mental Health Reserves is to cover emergencies that threaten the viability of the MHO. The current Acute Care Crisis constitutes such an emergency. Multnomah County should allocate \$1.72 million of existing reserves to fund excess inpatient costs that are projected for fiscal year 2002.

To prevent a similar shortfall in fiscal year 2003, inpatient expenditures must be reduced 21%. The funding model that was used to develop these recommendations assumes that these reductions will begin in September 2001, with the rollout of the Crisis and Acute Care Alternatives and Single Point of Accountability Structure and grow to a 21% savings by June 2002. The graph on the following page illustrates the required change in inpatient expenditures. *One-Time Costs: \$1,715,250.*



Note: It is important to underscore that the consequences of not funding the crisis and acute care services listed in this report creates significant risks for the Multnomah County mental health consumers, the County and provider organizations. If one or more financial recommendations are considered unfeasible and not implemented, the difference should be appropriated from the County General Fund Contingency Pool.

What is not included in the Action Plan – Phase I

While stabilizing the crisis and acute care system is the immediate, mission-critical intervention to keep the mental health system solvent, there are a number of equally important parts of the system that need to be protected during the process. These includes:

- **Child and Family Service Funding:** Public mental health began as a system for adults with severe and persistent mental illness. Funding for children came later and in smaller quantities. Multnomah County has made substantial effort to address shortfalls in this area and design service delivery strategies that are relevant and successful for this population. It is important during an acute care crisis, which is substantially related to the adult population, that funding for child and family mental health services are protected and, to the degree possible, strengthened. This Action Plan has been specifically drafted to prevent reduction of service dollars for child and family services during Fiscal-Year 2002.
- **Multi-Cultural and Underserved Populations Funding:** Preliminary analysis of mental health utilization data, by ethnicity, illustrates that non-majority ethnic groups are significantly underserved in Multnomah County. Substantial efforts are underway to develop and strengthen cultural competency in Multnomah County and address under-service to non-majority ethnic groups. This Action Plan has been designed to protect existing funding to organizations that specialize in serving multi-cultural and other underserved populations. The Single Point of Accountability structure is being proposed for these organizations on a “hold-harmless” basis, where multi-cultural providers will be identified as Primary Clinicians and receive continuing payments for their clients without the downside financial risk that will be embedded in the accountability/incentive structure.

- **County Mental Health Service Delivery:** Multnomah County staff in the Behavioral Health Division provide mental health services through their Child and Adolescent Treatment unit and School-Based programs. As the outpatient system begins to prepare for additional funding that will be freed up from a successful resolution to the acute crisis, these services need to be included in the analysis of what's available, what gaps exist, what changes in priorities are necessary to best meet the needs of consumers and family members. These efforts are not part of the Action Plan – Phase I.
- **Alcohol and Drug Services and Funding:** Services and funding for the county-supported alcohol and drug system are outside the scope of this Action Plan.

Important Notes about Cultural Competency and Consumer Involvement

The reader will note that there are no *specific* Acute Care Crisis action-steps addressing cultural competency and consumer involvement. Nonetheless, there are many *implicit* actions within the eighteen steps that relate to both.

It is imperative for Multnomah County to ensure that all services are designed with sensitivity and specialization for specific sub-populations including adults, children, older adults and ethnic and cultural communities. Staffing must consistently attend to cultural and special population considerations incorporating bicultural members, bilingual staff and sub-populations specialists into all staff teams. This is relevant for services that are developed during times of relative calm as well as times of crisis.

Design work has already begun towards producing data that will demonstrate how new services as well as existing ones address the needs of different populations; this is an important element of Action-Step 12, System-Wide Performance Reporting System. In addition, Appendix 3 – Detailed Acute Care Design, describes in greater detail how new services will be deployed in culturally appropriate ways.

Consumer Involvement must also be a characteristic that winds its way through all new and existing planning and service delivery activities. Development of the Single Point of Accountability Structure and Philosophy is a critical foundation step towards building a system of care that is based on placing the consumer at the center of the service delivery process.

The Clinical Design Workgroup was well represented with consumers, including a Consumer Involvement Subcommittee. This group has highlighted the need for a consumer-operated Warm Line, which is an important component of the new Access/Crisis Phone Service. Development of an Ombudsperson will occur within the existing Verity budget.

Work in moving these components of a well-functioning system forward will continue.

Implications for Phase II

When all of the eighteen Action-Steps in Phase I are implemented by September 30, 2001, the acute care crisis will have only begun to be resolved. There are numerous additional Action-Steps that should have been implemented as part of a Phase I. Because of the two-year delay in beginning detailed implementation work, this was not possible.

The 90-day Phase I must be followed immediately by Phase II that should begin at day 91. During this second phase the following major activities must occur.

- Completion of the implementation of Crisis and Acute Care Alternatives
- Significant expansion of the Single Point of Accountability Pool
- Completion of the critical Infrastructure Changes
- Continued reorganization of the Behavioral Health Division and Verity to come into alignment with the Action Plan
- Careful Monitoring and Adjustment, as needed of Utilization, Revenue and Expense

It is only after this Phase II work is completed that the mental health system will be able to regain stability and begin to move away from financial insolvency.

Date: July 17th, 2001

TO: Chair Diane Linn, Jim Gaynor and Peter Davidson

FROM: Cultural Competency Planning Committee

RE: Recommendations for establishing culturally competent Crisis Services: The Gap Plan

We are pleased to provide you with a report outlining recommendations for developing culturally competent crisis services in Multnomah County. As you know, our committee was charged with the task of creating a method of incorporating Cultural Competency Standards into all current and future contract language, including contracts related to the Gap Plan. The committee would also like to recognize that allowing sufficient time to thoroughly and thoughtfully address Cultural issues, will result in a successful Mental Health integrated system. As such, this document provides a Position Statement that has four sections:

- ★ Background
- ★ Definition of Cultural Competence
- ★ Principles
- ★ Summary Matrix: Principles, Issues, and Recommendations for Developing Culturally Competent Crisis Services: The Gap Plan

We look forward to your response and working together to identify ways in which we can be helpful in the adaptation of the plan.

Sincerely,

Linda Castillo
Rosemary Celaya-Alston
Jeanne Cohen
Marie Dahlstrom
Avel Gordly
Julie Larson
Holden Leung
Paul Leung
Robin Mack
Jackie Mercer
Corliss McKeever
Shirley Roberts
Stephaine Parrish Taylor
Vikki Vandiver

CULTURAL COMPETENCY FOR CRISIS SERVICES: POSITION STATEMENT

BACKGROUND

In the beginning the work of implementing the re-design of mental health services in Multnomah County, the issue of diversity and cultural competent services was raised by members of the Coordinating Council and the public. This process places the county in a unique position to address the gap in the culturally competent services for clients in Verity. The closing of the Crisis Triage Center (CTC) and the development of the Gap Plan provide us with the first opportunity to address the issues of diversity and culturally competent services. This challenge raises a number of complex issues that have policy, clinical and professional implications. The Cultural Competency Planning Committee has met and identified a set of Guiding Principles to be used in the development of a plan for addressing the need for culturally sensitive crisis services. Additionally, we have identified and categorized seven key issues that are present in this community. Before we can offer recommendations, we feel it is imperative to identify current as well as historical issues that impact the ability of our community to deliver quality, culturally competent crisis services. These issues reflect the observations and experiences of members of the committee and may not be relevant to other counties. Lastly, we offer recommendations for each of these issues.

For your information, this report contains the following elements:

- Definition of Cultural Competence
- Guiding Principles
- Matrix outlining Summary of Principles, Issues and Recommendations for Developing Culturally Competent Crisis Services: The Gap Plan

DEFINITION OF CULTURAL COMPETENCE

We support the definition of cultural competence as put forth in the recent Substance Abuse and Mental Health Services Administration (SAMSHA) Report entitled *Cultural Competence Standards in Managed Mental Health Care Services: Four Underserved/Underrepresented Racial/Ethnic Groups*. In this report, "Cultural Competence" refers to "...attaining the knowledge, skills, and attitudes to enable administrators and practitioners within systems of care to provide effective care for diverse populations, i.e. to work within the person's values and reality conditions. Recovery and rehabilitation are more likely to occur where managed care systems, services, and providers have and utilize knowledge and skills that are culturally compatible with the backgrounds of consumers from the four underserved/underrepresented racial/ethnic groups, their families, and communities." The racial/ethnic groups are African American, Asian Pacific Islanders, Latinos, Native Americans and Eastern European speaking languages.

PRINCIPLES

In order to begin addressing the Issues and develop Culturally Competent Crisis Services (The Gap), we wish to anchor our recommendations in a set of guiding principles considered essential for the development of culturally competent services. These principles also come from the SAMSHA report. We recommend using these principles like a checklist to assess program fidelity to the notion of culturally competent services.

I. PRINCIPLE OF CULTURAL COMPETENCE (Cultural competence acknowledges and incorporates variance in normative acceptable behaviors, beliefs, and values in: 1) determining and individual's mental wellness/illness and 2) incorporation of those variables into assessment and treatment.).

II. PRINCIPLE OF CONSUMER-DRIVEN SYSTEM OF CARE (encourage self-help and promotes consumer and family involvement)

III PRINCIPLE OF COMMUNITY-BASED SYSTEM OF CARE (continuum of care which includes valued community resources from minority culture, early intervention and preventive efforts and treatment in the least restrictive environment)

IV. PRINCIPLE OF MANAGED CARE (systems acknowledge the importance of added-value inclusion of ethnic/cultural groups as treatment partners in the delivery of effective, quality services)

V. PRINCIPLE OF NATURAL SUPPORTS (traditional healing practices are used when relevant and family is defined broadly and included in service planning)

VI. PRINCIPLE OF SOVEREIGN NATION STATUS (systems of care for Native Americans shall acknowledge the right of sovereign nations to participate in defining culturally competent managed care)

VII. PRINCIPLE OF COLLABORATION AND EMPOWERMENT (consumers/families collaborate with managed care systems and determine the course of treatment)

VIII. PRINCIPAL OF HOLISM (providers recognize and value holistic approaches)

IX. PRINCIPLE OF FEEDBACK (services are open for legitimate opportunities for feedback and exchange)

X. PRINCIPLE OF ACCESS (services are geographically, psychologically, and culturally accessible)

XI. PRINCIPLE OF UNIVERSAL COVERAGE (access to crisis care is not contingent on income)

XII. PRINCIPLE OF INTEGRATION (integration of physical and mental health services)

XIII. PRINCIPLE OF QUALITY (emphasize culturally competent quality services)

XIV. PRINCIPLE OF DATA DRIVEN SYSTEMS (decision-making is based on data - prevalence, incidence, service utilization and other measures of utilization)

XV. PRINCIPLE OF OUTCOMES (measure actual outcomes - satisfaction - for client and family)

XVI. PRINCIPLE OF PREVENTION (education programs on mental illness, risk factors, and early identification)

SUMMARY OF PRINCIPLES, ISSUES AND RECOMMENDATIONS FOR DEVELOPING CULTURALLY COMPETENT CRISIS SERVICES: THE "GAP PLAN"		
ISSUES	RECOMMENDATIONS	PERFORMANCE INDICATORS
1) <i>Philosophy</i> - current crisis system modeled on dominant majority perspective (e.g., individualistic, medication oriented, limited family involvement)	→ Create (free standing) Cultural Competence Crisis Advisory Committee consisting of representatives from ethnic service providers agencies, families, and consumers	
2) <i>Policy Making and Decision Making</i> - majority of culturally specific service providers have not been consulted or included in the implementation of the policy /program development of the new Crisis System even though decisions will directly impact communities of color. <ul style="list-style-type: none"> • results in feelings of marginalization • Results in poor integration of services with established providers, lack of trust that providers will be able to help clients appropriately. 	→ same as above → To include representatives from racial/ethnic communities in design process	
3) <i>Client Demographics</i> - 3 proposed Crisis sites are not geographically located in sites that reflect population shift for communities of color. There is lack of trust in the "3" clinic's. Can they appropriately handle linguistic and cultural differences? Are the hour's of operation realistic for communities of color to access?	→ expand 1-2 current sites to other locations in N and W Portland → support (financially) ethnic service providers in having in-house crisis services as appropriate → use specific service providers for clinical consultation, case management and when needed clinical assessments and interventions for those times when clients present at other sites	
4) <i>Personnel</i> - current job descriptions, hiring practices, training and pay do not reflect true picture of qualifications/skills needed for delivering culturally specific services – specifically with interpreter/ linguistic skills	→ encourage hiring and promotion of personnel from within specific ethnic community → mandate ongoing training for all crisis workers	
5) <i>Public Relations</i> - existing resource manuals often omit the wide list of community based ethnic/diverse service providers/agencies making it difficult for crisis workers (e.g., police) to appropriately triage or refer.	→ need to allocate resources (fund s & personnel) to create and maintain current list of ethnic specific providers; also work with media (radio, TV and newspaper) to educate public on variety of ethnic service providers/agencies	

SUMMARY OF PRINCIPLES, ISSUES AND RECOMMENDATIONS FOR DEVELOPING CULTURALLY COMPETENT CRISIS SERVICES: THE "GAP PLAN"		
Access to care involves the elimination of barriers. Barriers that are within perception of the persons we are serving. Language, cultural understanding, trust and respect. Feedback is necessary to assure quality and continuum of care.	Demonstrates the need for a culturally specific advisory board of community providers and consumers.	
6) <i>Services</i> - crisis services cannot continue to be delivered solely in traditional mainstream fashion where minimal consideration is given to gender/ethnic specific differences in crisis situations, health status, alternative expressions of care and support, extended family connections, natural support systems and efforts at prevention. Culturally impacted groups are best to identify the natural supports that would support best practices within their communities.	<ul style="list-style-type: none"> → hiring and support of local ethnic counselors → require and upgrade culturally competency training of new and continuing employees → involve community of ethnic service providers as consultants and as collaborators in service planning → implement evaluation measures of effectiveness that are monitored by Advisory Committee new and continuing employees → involve community of ethnic service providers as consultants and as collaborators in service planning → implement evaluation measures of effectiveness that are monitored by Advisory Committee 	
7) <i>Financial Resources</i> - proposed funding arrangements has potential to squeeze out the flexibility of local ethnic specific providers ability to provide tailored crisis response arrangements to their clients or new consumers; providers need to have the flexibility to coordinate crisis management services in order to keep families in their own communities.	<ul style="list-style-type: none"> → county or new contracting entity provide set aside special funds (i.e., Diversion Funds) that can be flexibly accessed by ethnic service providers to provide individualized crisis services for existing or new clients PRN → Building capacity of ethnic community providers. → Building interface between established acute care providers 	
<p>8) Individuals with Disabilities – Visual and Hearing impairments including blindness and deafness</p> <p>Autism, DD & Mental Retardation</p> <p>Speech and language impairment</p> <p>Illiteracy</p> <p>Physical impairment</p> <p>Medical impairment and medical disability</p>	<p>forms in Braille, assistance with documentation sign language, understanding of deaf cultural and PCP coordination.</p> <p>Understanding or social interactions and communication barriers. PCP & DD service coordination. Need family involvement</p> <p>understanding and accommodation of communication barriers, stuttering, impaired articulation. Waiting room sensitivity and accommodation</p>	

BOGSTAD Deborah L

From: PPS Comms [ppscmms@pps.k12.or.us]
Sent: Thursday, August 09, 2001 2:34 PM
To: deborah.l.bogstad@co.multnomah.or.us
Subject: Comment for the record



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PLEASE ENTER THE FOLLOWING COMMENTS INTO THE FORMAL RECORD FOR THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS. THE INFORMATION TO BE ENTERED IS INCLUDED BELOW IN CASE THERE IS A PROBLEM OPENING THE ATTACHED FILE. IN ADDITION, PLEASE FORWARD THESE COMMENTS TO THE COMMISSIONERS. WE UNDERSTAND THE VOTE ON THIS ISSUE ALREADY HAS OCCURRED, BUT WE WOULD LIKE TO PROVIDE THE FOLLOWING COMMENTS FOR REVIEW. WE THANK YOU FOR YOUR CONSIDERATION.

DATE: August 9, 2001
TO: Multnomah County Commissioners
FROM: Portland Public Schools Deputy Superintendent Pat Burk
RE: Proposed redesign of the mental health system

Portland Public Schools currently partners with Multnomah County on several mental health and behavioral health projects. One such partnership is the Portland Public Schools Safe Schools Healthy Student Initiative, a federally funded violence prevention grant, which was planned collaboratively with Multnomah County Behavioral Health. The program seeks to:

1. Increase the access of students and their families to early, appropriate and high-quality mental health prevention and treatment services;
2. Build capacity for the childcare provider system to address the needs of young children with significant problems related to their psychosocial and emotional development; and
3. Increase the availability of mental health services promoting healthy early childhood development for children from birth through age five.

This grant program has been successful in meeting these objectives and in enhancing the capacity of schools to more effectively respond to situations involving potential mental health issues in children. The program is an excellent example of the successes that can be achieved when two organizations partner to share resources and service delivery.

Portland Public Schools seeks to maintain this productive partnership, and to continue providing high-quality mental health services to our youngest citizens. Our district is concerned that the proposed redesign of the mental health system in Multnomah County has the potential to reduce the mental health services provided to children. This is of particular concern because of the potential for early intervention to reduce long-term individual and societal costs.

We ask the Commissioners to carefully weigh the types of service reductions and their potential impact that could result from a redesign of the program. We are available to work with Multnomah County to help craft a program that meets the needs of both the county and district, as well as those of the children we serve.

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Diane M. Linn, Multnomah County Chair

Suite 600, Multnomah Building
501 S.E. Hawthorne Blvd.
Portland, Oregon 97214

Phone: (503) 988-3308
FAX: (503) 988-3093
Email: mult.chair@co.multnomah.or.us

MEMORANDUM

TO : Board of County Commissioners
Mental Health Coordinating Council
FROM: John Rakowitz, Chief of Staff
DATE : August 9, 2001
RE : Mental Health Bulletin

This bulletin is the latest update being provided to the Board of County Commissioners, Mental Health Coordinating Council, Department of Community and Family Services, Cultural Competency Committee, and various partners regarding the changes in acute mental health services.

Next Steps for the Board of County Commissioners:

- On August 9, 2001, the Board of County Commissioners (BCC) approved the Acute Care Plan (Phase I) Resolution and the Consultant Summary of the Overall Financial Plan for Phase I.
- The DCSF Director and the Budget Director will submit for Board approval appropriate budget modifications, in accordance with standard County budgeting procedures, by September 20, 2001.
- The DCSF Director will provide quarterly progress reports (October 1, January 1, April 1, etc.) regarding the progress of the new and reconfigured Crisis and Acute Care Alternatives to the BCC.

Partnership Activities:

- The August 6, 2001 public hearing on the Mental Health Acute Crisis Plan drew over 200 community members. Sixty individuals provided testimony to the BCC.
- The Mental Health Executive Team, in partnership with the County Commissioners, are working on funding options for mental health services to children and multi-cultural groups to ensure no reduction in services will occur.
- Members of the Cultural Competency Committee, accompanied by their consultants, attended the Mental Health Executive Team meeting August 8. The Cultural Competency Committee will be consulting with the Mental Health Executive Team as they move through this process.

Memorandum

Board of County Commissioners
Mental Health Coordinating Council

From: John Rakowitz

August 9, 2001

Page Two

- Staff members of the Mental Health Executive Team will continue to be available to the BCC, Cultural Competency Committee, and other stakeholder groups to answer questions about all aspects of Phase I.
- On Wednesday August 1, 2001, the Mental Health Coordinating Council held their regular bi-monthly meeting. Chair Diane Linn and members of the Mental Health Executive Team gave an update on service and budget issues of the Mental Health Action Plan. After the meeting, Chair Linn, Jim Gaynor, and Seth Lynn met with a group of concerned citizens regarding the redesign and how the concerns of multi-cultural communities will be addressed in the plan design.

Service Update:

- Woodlawn Park Hospital contract is close to completion. At this point, there are no barriers to a September, 2001 opening. Woodlawn Park Hospital will have four hold rooms and six secure beds. This is a larger secure bed capacity than CTC.
- Riles Center expansion is completed. Two new sub-acute beds and seven new respite beds will be available.
- Local hospital emergency room staff are completing an agreement for hospital emergency room access by mobile crisis teams. Multnomah County Attorney's office will be reviewing this agreement.
- Acute Care Coordinators are working to ensure that efforts are coordinated between inpatient and outpatient care. The goal is not to exhaust community resources while someone is receiving inpatient care.
- Seth Lyon is working on rate integration issues with OHP, emergency hold situations, and the State Hospital.
- A letter of intent from TeleCare Corporation of California to Pacific Gateway Hospital could possibly add sixteen more adult mental health acute care beds in the community. Clackamas County is also looking at the Pacific Gateway for their patient needs.
- Peter Davidson is working with CareOregon to establish a reimbursement formula for hospital emergency rooms since the closure of CTC.

Memorandum
Board of County Commissioners
Mental Health Coordinating Council
From: John Rakowitz
August 9, 2001
Page Three

- The Mental Health Executive Team is doing an analysis of the potential advantages of developing a county-operated access/crisis phone line capacity.

cc: Chair Diane Linn, Mental Health Executive Team, Cultural Competency
Committee

MEETING DATE: August 9, 2001
AGENDA NO: R-3 UC-2
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Board Discussion and Consideration of Budget Approval Regarding Mental Health Services

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

REGULAR MEETING: DATE REQUESTED: Thursday, August 9, 2001
AMOUNT OF TIME NEEDED: 2 hours

DEPARTMENT: Support Services DIVISION: Finance Operations

CONTACT: Dave Warren TELEPHONE #: (503) 988-3822
BLDG/ROOM #: 503/4

PERSON(S) MAKING PRESENTATION: John Ball, Lorenzo Poe, Dave Warren

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Board Discussion and Consideration of Budget Approval Regarding Mental Health Services

Request for Approval of Consultant Summary of Overall Financial Plan for Phase I of the Acute Care Crisis Plan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Deborah L. Bogstad

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 AUG -9 AM 7:11



Department of Support Services
MULTNOMAH COUNTY OREGON

Budget and Quality
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-3883 phone
(503) 988-4570 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Dave Warren-
Budget Manager

DATE: August 8, 2001

RE: *Board Discussion and Consideration of Budget Approval
Regarding Mental Health Services*

1. Recommendation/Action Requested:

Approve the attached Detail of Crisis/Acute Care Recommendations (with County Operated Access/Crisis Line) as the framework for CFS to prepare budget modifications implementing Phase 1 of the Acute Care Crisis Plan

2. Background/Analysis:

Dale Jarvis has prepared detailed estimates for the full range of proposed inpatient and crisis programs implementing the proposed mental health redesign. An initial presentation of his financial analysis was presented to the Board two weeks ago, and has been reviewed by the Budget Office in the interim. The attached summary reflects input from the Budget Office and CFS financial and program staff.

3. Financial Impact:

The proposal depends on using \$1.7 million from the Behavioral Health Managed Care Fund reserve and about \$900,000 of one-time savings from first year ramp-up costs. As an ongoing program it will require a 21% reduction in the number of inpatient days used by the pool of covered clients. This is an aggressive assumption, but any other plan will require the same level of reduction. The proposal is based on increasing outpatient care to keep as many clients as possible out of the inpatient system.

Mike Jaspin prepared an overview for the Board of the plan presented two weeks ago. Attached is an update to that overview discussing the ways in which the financial proposal responds with updated information.

4. Legal Issues:

NA

5. Controversial Issues:

There are many issues with designing a system as complex as this one. However, the financial picture appears to the Budget Office to be a realistic one with reasonable assumptions

6. Link to Current County Policies:

7. Citizen Participation:

8. Other Government Participation:

Addendum – 8/8/01

In response to Commissioner Cruz's request for a Budget Office review of the Proposed Action Plan, Mike Jaspin produced a report on financial and policy issues that remained to be addressed. The Board received that report on August 1.

This is an addendum to that report. In the interim, Dale Jarvis did a great deal of work, some of it already underway at the time the report was given to him, to deal with the issues raised.

On August 6 Dale Jarvis forwarded a very comprehensive spreadsheet showing his recommendations for keeping the acute/crisis care system in balance for phase 1 of the mental health redesign. That spreadsheet addressed all the financial issues Mike Jaspin's report raised. This addendum explains where the responses to the financial issues can be found in the Multco Model 8 spreadsheet.

It is important to point out that as we all move through the processes needed to implement this major redesign effort, assumptions will be validated or will change, numbers will shift, predictions will turn out to be more or less accurate. The Board should be aware that details of the financial picture will change weekly for the foreseeable future. However, the major points appear to have been addressed, and it is now probable that the plan can be implemented within the dollars likely to be available.

Funding Issues

OHP Premium Revenues. Dealt with by revision in Dale Jarvis's Multco Model 8 spreadsheet, section 1 Change in OHP PMPM Revenue on the Change Detail Tab. Dale Jarvis also took into account the information that no increase in the rate could be expected this fiscal year. That information was received after Mike Jaspin wrote his report. It increased the deficit in inpatient costs to \$8 million.

- **Funding for OHP Inpatient Contracts (Section 2: Currently Available Funds).** The reduced OHP revenue will cause OHP inpatient funds to fall \$921,331.
- **Allocation of Yet-To-Be Programmed Redesign Funds (#14, page 19).** The early plan proposed to use \$1,482,572 set aside for the redesign to cover costs associated with the crisis and acute care system. As noted above, OHP premium revenues are lower than forecast. The net result is that the set-aside will be \$800,000.
- **Reallocation of new OHP System-wide funds (#15, page 19).** Dealt with by revision in Dale Jarvis's Multco Model 8 spreadsheet, section 5 Allocate Larger Portion of OHP System-Wide Funds on the Change Detail Tab.
- **Recovery of FY 2001 Carryover Remitted to the County General Fund (#16, page 20).** No longer included in plan.
- **BHD/Verity Budget Reduction and Staffing Position Freeze/Recovery (#17 & 18, page 20).** The Multco Model 8 spreadsheet no longer presumes that the savings will come from vacancies, although that is still a possibility. It now assumes \$288,000 cut from BHD Admin (section 14) and \$718,000 from Verity Administrative costs (section 13).

Addendum – 8/8/01

- **Use of Mental Health Reserves (#19, page 21).** The plan proposed to use \$1.65 million of the estimated \$2.5 million mental health reserve to cover inpatient costs on a one-time-only basis. Dale Jarvis's revised spreadsheet changes this draw-down to \$1.7 million

Drawing down the reserve while making a major change in the system continues to have serious implications. The goal should be to restore the reserve. This suggests the need for another analysis of what the proper level of the reserve should be given the redesigned mental health system.

- **Use and Distribution of OHP Capitation Premium Pools.**
The Multco 8 spreadsheet allocates \$998,980 from the 3% Incentive Pool (section 11 shifting of 3% Incentive Pool) as an offset to the acute/crisis shortfall.
- **CareOregon Reimbursement.** Dale Jarvis's spreadsheet accounts for a \$294,000 reimbursement to CareOregon (section 3 Emergency Room Reimbursement)
- **Hospital Waitlist (Section 2: Currently Available Funds).** Dealt with by revision in Dale Jarvis's Multco Model 8 spreadsheet, section 2 Corrections to Available Indigent Inpatient Revenue on the Change Detail Tab. This section records the \$494,000 that cannot be allocated into the crisis/acute care system as originally estimated. In addition, the section notes reduced General Fund support resulting from reduced Emergency Holds budgeted as part of the Adopted Budget. Dale Jarvis accounts for a slightly greater reduction in Emergency Holds costs in section 12 Revisions to Emergency Hold Days and Rates.
- **Roll-Out of New and Reconfigured Crisis and Acute Care Alternatives (#1-6, page 13).**
 1. Providence costs and the ramp up savings for the new call center are now shown in section 6 Net Savings from Call Center Ramp Up of the Detail Change tab. A significant part of the estimated savings (\$420,000) will require reductions in the contracts with Unity, Mt. Hood, and Network Behavioral Health. Given that they will no longer need call centers of their own, this assumption is credible, but the negotiation has not begun yet.
 2. Start-Up Costs for Secure Evaluation Facility (Woodland Park) are now included in section 9 Net Savings from Secure Evaluation Facility Ramp Up. This section also shows offsetting savings from the ramp up period.
 3. See 1 above.
 4. The plan also indicated that the walk-in clinics contract will be retroactive to July 1. Section 8 Net Savings from Urgent Walk-In Ramp Up shows that no expenditures for July are anticipated.

Addendum – 8/8/01

5. As noted above, several sections now offset the shortfall with savings from the ramp-up period. This will be of great value in the first year as the transitions are made. The long term impact of the full system, however, may still require program shifts. About \$ of one-time-only savings are anticipated in year one. Unless the ongoing costs are somewhat lower than the full year estimates included in Dale Jarvis's spreadsheet, or unless revenues are correspondingly higher, deficits will occur next year.
- **Medicare/Medicaid Hospital Admissions & Days.** Dealt with by revision in Dale Jarvis's Multco Model 8 spreadsheet, section 10 Medicare/Medicaid Copays on the Change Detail Tab. The spreadsheet now assumes a conservative estimate of savings from Medicare billings. The additional \$1.6 million offsets the shortfall.

**Multnomah County Mental Health
Detail of Crisis/Acute Care Recommendations
(with County Operated Access/Crisis Line)**

SECTION 1: REVENUE

Program	Category	Fund Source	Fund Source Name	FY2002 Amount
AMH Contracts	Indigent Inpatient	76010	County General Fund Subsidy	\$340,144
Managed Care	Indigent Inpatient	24150	Mental Health Hospital Beds	\$500,000
AMH Contracts	Indigent Inpatient	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$718,654
AMH Contracts	Indigent Inpatient	MHS 37	Regional Acute Psychiatric Inpatient Facilities; non Mg Care folks	\$800,000
AMH Contracts	Indigent Inpatient	MHS 37	Pass through funds not spent	-\$494,972
Subtotal				\$1,863,826
Managed Care	Subacute	82024	MHS24	\$684,430
Managed Care	Subacute	82024	MHS24 carryover	\$444,819
Subtotal				\$1,129,249
Managed Care	Inpatient Premium	26030	TXIX Medicaid FQHC	\$6,519,466
Subtotal				\$6,519,466
TOTAL INPATIENT CONTRACTS				\$9,512,541
AMH Contracts	Crisis	76010	County General Fund Subsidy	\$250,385
AMH Contracts	Crisis	MHS 24	Regional Acute Psychiatric Inpatient Facilities	\$709,404
AMH Contracts	Crisis	MHS 25	Community Crisis Svcs for Adults & Children	\$2,496,979
TOTAL CRISIS TRIAGE FUNDING				\$3,456,768
TOTAL BUDGETED INPATIENT AND CRISIS FUNDING				\$12,969,309

SECTION 2: PROJECTED INPATIENT EXPENSE

Service Category	Days	Description	FY2002 Amount
Sub-Acute Services	5,000	Verity Bed Days	\$2,005,722
Respite Services	4,357	Verity Bed Days	\$609,696
Voluntary Inpatient Services	9,880	Verity Bed Days	\$6,915,834
Involuntary Inpatient Services	4,028	Verity Bed Days	\$2,819,809
Indigent Inpatient Services	1,406	Mult. Co.-Responsible Bed Days	\$1,789,788
Emergency Room Payments	105	Bed Days	\$294,000
less Medicare/Medicaid Copays			-\$1,635,588
TOTAL INPATIENT SERVICES	24,671	Total Days	\$12,799,261
% of Budget			19.2%
GAIN/LOSS PRIOR TO FUNDING CRISIS SERVICES			\$170,048

**Multnomah County Mental Health
Detail of Crisis/Acute Care Recommendations
(with County Operated Access/Crisis Line)**

SECTION 3: PROJECTED CRISIS EXPENSES

Service Category	Days	Description	FY2002 Amount
Access/Crisis Line	122,585	Incoming Calls	\$2,297,130
Secure Evaluation Facility	2,450	Days	\$2,388,949
Mobile Crisis Services	14,449	Service Hours	\$1,096,305
Urgent Walk-In Clinics	10,800	Service Hours	\$1,254,823
Homebased Stabilization Days	3,333	Verity Days	\$533,250
Warm Line	6	FTEs	\$225,108
Acute Care Administration	2	FTEs	\$143,550
New IT System			\$196,500
Additional Consultation			\$100,000
Flex Fund		Dollars	\$300,000
TOTAL CRISIS SERVICE COSTS - FULL YEAR			\$8,535,615
Less Ramp-Up Savings			
Net Savings from Call Center Ramp Up			-\$441,063
Net Savings from Mobile Crisis Ramp Up			-\$156,916
Net Savings from Urgent Walk-In Ramp Up			-\$136,389
Net Savings from Secure Evaluation Facility Ramp Up			-\$171,237
NET FIRST YEAR SERVICE COSTS			\$7,630,010
BUDGET REALLOCATION REQUIREMENTS			-\$7,459,962

SECTION 4: BUDGET REALLOCATIONS

1. Allocate Larger Portion of OHP System-Wide Funds	\$2,181,467
2. Shifting of 3% Incentive Pool	\$998,980
3. Use of Additional MHO Admin Revenue	\$695,952
4. Revisions to Emergency Hold Days and Rates	\$365,757
5. Reduction of Verity Administrative Costs	\$700,793
6. Reduction of BHD Administrative Costs	\$408,502
7. Transfer of State Local Mental Health Authority Funds	\$393,261
TOTAL REALLOCATIONS	\$5,744,712
8. One-Time Use of Reserves	\$1,715,250
TOTAL REALLOCATIONS AND USE OF RESERVES	\$7,459,962
INCREASE IN OUTPATIENT FUNDING	\$0
BALANCE	\$0