

ANNOTATED MINUTES

Monday, August 23, 2004 - 2:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

Chair Diane Linn convened the meeting at 2:03 p.m., with Vice-Chair Serena Cruz and Commissioners Lisa Naito and Maria Rojo de Steffey present, and Commissioner Lonnie Roberts excused.

- B-1 Briefing on the Implementation of the Mental Health System of Care for Children and Families. Presented by Commissioner Lisa Naito, Patricia K. Pate, Dr. Peter Davidson, Nancy Winters and Godwin Nwerem. 75 MINUTES REQUESTED.

CHAIR LINN THANKED EVERYONE FOR COMING, INCLUDING GUESTS FROM PACIFIC UNIVERSITY, AND ADVISED THAT COMMISSIONER ROBERTS IS HOME ILL.

PATRICIA PATE, PETER DAVIDSON, NANCY WINTERS AND GODWIN NWEREM PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON ISSUES INCLUDING HISTORY OF ORIGINAL REDESIGN WORKGROUP; OVERVIEW OF MENTAL HEALTH SYSTEM REDESIGN PROCESS, IMPLEMENTATION AND CULTURALLY SPECIFIC SERVICES; AGENCY CONCEPT; BUSINESS MODEL; SPECIALIZED CONTRACTS AND COORDINATED SERVICES TO ADDRESS FAMILY SYSTEMS; EARLY INTERVENTION; SPECIAL POPULATION NEEDS; RECRUITING RESPITE SERVICES; STATE FUNDING REQUIREMENTS. MS. PATE EXPLANATION OF PROPOSED BUDGET MODIFICATION DCHS-01 REALLOCATING EXISTING RESOURCES TO MANAGE TRANSITION OF APPROXIMATELY 30 CHILDREN FROM STATE SERVICES TO COUNTY.

**MS. PATE AND DR. DAVIDSON RESPONSE TO
QUESTIONS AND DISCUSSION OF
COMMISSIONERS NAITO AND CRUZ
REGARDING STATE FUNDING FORMULA AND
MANAGING CAPITATED SYSTEM. STAFF
DIRECTED TO PROVIDE BOARD WITH
ADDITIONAL INFORMATION.**

There being no further business, the meeting was adjourned at 3:10 p.m.

Tuesday, August 24, 2004 - 6:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC HEARING

Chair Diane Linn convened the meeting at 6:01 p.m., with Vice-Chair Serena Cruz and Commissioners Lisa Naito and Maria Rojo de Steffey present, and Commissioner Lonnie Roberts excused.

PH-1 The Multnomah County Board of Commissioners will conduct a Public Hearing on the Library Director's recommendations regarding the Library's Internet Access Policies. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

**CHAIR LINN THANKED EVERYONE FOR
COMING AND ADVISED THAT COMMISSIONER
ROBERTS IS HOME ILL. CHAIR LINN
EXPLAINED THAT THE ENTIRE BOARD HAS
BEEN BRIEFED ON THE PROPOSED INTERNET
POLICIES AND THANKED MOLLY RAPHAEL AND
HER STAFF FOR THEIR WORK ON THE ISSUE.**

**FRIENDS OF THE MULTNOMAH COUNTY
LIBRARY PRESIDENT STEPHANIE VARDAVAS,
REPRESENTING HER OWN PERSONAL VIEWS,
PRESENTED TESTIMONY ADVISING THAT SHE
IS GENERALLY OPPOSED TO INTERNET
FILTERS FOR LIBRARIES BECAUSE THE
SOFTWARE DOES NOT WORK. MS. VARDAVAS**

GAVE EXAMPLES OF SEVERAL NON OBSCENE AND/OR PORNOGRAPHIC SITES BLOCKED BY INTERNET FILTERS AND ADVISED THAT SHE DOES SUPPORT THE PROTECTION OF CHILDREN WITH PARENTAL GUIDANCE. ACLU OF OREGON REPRESENTATIVE ANDREA MEYER TESTIMONY IN OPPOSITION TO INTERNET FILTERING, URGING THE BOARD TO SEND THE LIBRARY DIRECTOR RECOMMENDATIONS BACK TO THE ADVISORY COMMITTEE. MS. MEYER ADVISED IT IS THE ACLU'S POSITION THAT BLOCKING INFORMATION TO YOUNG ADULTS IS CENSORSHIP AND AN OREGON CONSTITUTIONAL VIOLATION. TEACHER MARTHA DECHERD TESTIMONY IN OPPOSITION TO INTERNET FILTERING, ADVISING THAT IT DOES NOT PROTECT LIBRARY PATRONS FROM INAPPROPRIATE CONTENT SUCH AS PORNOGRAPHY AND BLOCKS ACCESS TO NEEDED INFORMATION. TEACHER DEB WHEELBARGER TESTIMONY IN OPPOSITION TO INTERNET FILTERING, GIVING EXAMPLES OF HOW FILTERING SYSTEM BLOCKS ACCESS TO MANY APPROPRIATE INFORMATIONAL SITES. MS. WHEELBARGER URGED THE BOARD TO KEEP THE LIBRARY'S CURRENT POLICY. MARIAN CREAMER TESTIMONY IN OPPOSITION TO THE PROPOSED LIBRARY INTERNET FILTERING SYSTEM, ADVISING THAT PARENTS SHOULD CONTROL THEIR CHILD'S ACCESS THROUGH EDUCATION AND NECESSARY SKILL-MAKING TOOLS, NOT THROUGH CENSORSHIP. BRAD PERKINS TESTIMONY ADVISING HE DOES NOT SUPPORT THE PROPOSED LIBRARY INTERNET FILTERING SYSTEM, BUT THAT CHILDREN STILL NEED TO BE PROTECTED FROM INAPPROPRIATE SITES. BARBARA SNOW TESTIMONY ADVISING SHE WAS IN FAVOR OF PROPOSED POLICIES BUT IS NOW UNDECIDED. LIBRARY FILTERING COMMITTEE MEMBER URSULA LEGUIN TESTIMONY SUGGESTING THE UNRELIABILITY OF FILTERING SYSTEMS WILL NOT CLEAN UP WORDS BUT WILL CENSOR

THEM. MS LEGUIN ADVISED SHE WANTS THE LIBRARY TO CONTINUE TEACHING FOLKS HOW TO USE THE INTERNET. FORMER LIBRARY BOARD MEMBER SUSAN HATHAWAY-MARXER TESTIMONY EXPRESSING CONCERN THAT ADOPTION OF POLICY WILL DENY ACCESS TO YOUNG PERSONS, AND THAT THE POLICY DOES NOT ADDRESS PRINTED PORNOGRAPHY MATERIALS LEFT IN LIBRARY PRINT BINS OR RESTROOMS. MS. HATHAWAY-MARXER RESPONSE TO QUESTIONS AND COMMENTS OF CHAIR LINN. HERMAN FRANKEL TESTIMONY IN SUPPORT OF THE POLICY RECOMMENDATIONS. PARENT FRAN KOHLER TESTIMONY ADVISING HE IS TORN BETWEEN BOTH SIDES OF ISSUE. MR. KOHLER SUGGESTED THAT CHILDREN OF LOWER INCOME CLASSES USING LIBRARY INTERNET SERVICES WILL BE DENIED INFORMATION THAT CHILDREN OF HIGHER INCOME CLASSES WOULD BE ABLE TO ACCESS. RECENT UNIVERSITY OF PORTLAND GRADUATE JACK WELCH TESTIMONY ADVISING ACCESS TO INTERNET WAS VERY IMPORTANT TO HIM AND THAT HIS PARENTS TAUGHT HIM WHAT WAS APPROPRIATE. ROY BURKETT TESTIMONY COMMENDING MOLLY RAPHAEL AND STAFF FOR THE PROPOSED POLICIES. MR. BURKETT QUESTIONED HOW FILTERING WILL BE IMPLEMENTED FOR YOUNG CHILDREN; HOW PARENTS WILL BE ALLOWED TO MAKE DECISIONS; AND WHETHER ADULTS WHO HAVE CERTAIN ADDICTIONS WILL BE ABLE TO CHOOSE TO ALWAYS FILTER. AT THE REQUEST OF COMMISSIONER CRUZ, LIBRARY DIRECTOR MOLLY RAPHAEL EXPLAINED THE PROPOSED PROCESS FOR MR. BURKETT AND THE AUDIENCE.

COMMISSIONERS CRUZ AND ROJO STATED THAT LIKE MS. SNOW, THEY FELT COMFORTABLE BEFORE HEARING TONIGHT'S TESTIMONY AND THAT THEY WILL PONDER

***THE ISSUE FURTHER. COMMISSIONERS CRUZ,
ROJO, NAITO AND CHAIR LINN THANKED
EVERYONE FOR COMING TO THE HEARING.***

There being no further business, the meeting was adjourned at 6:50 p.m.

Thursday, August 26, 2004 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 110
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

Chair Diane Linn convened the meeting at 9:00 a.m., with Vice-Chair Serena Cruz and Commissioners Lonnie Roberts and Maria Rojo de Steffey present, and Commissioner Lisa Naito arriving at 9:12 a.m.

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h). 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 Agnes Sowle. 30 MINUTES REQUESTED.

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 9:18 a.m.

Thursday, August 26, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:29 a.m., with Vice-Chair Serena Cruz and Commissioners Lisa Naito, Lonnie Roberts and Maria Rojo de Steffey present.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER ROBERTS,
SECONDED BY COMMISSIONER ROJO, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-7)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- C-1 Reappointment of Mike Houck to the SUSTAINABLE DEVELOPMENT COMMISSION

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-2 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Douglas J & Charity L Tucker, Husband and Wife

RESOLUTION 04-125.

SHERIFF'S OFFICE

- C-3 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

ORDER 04-126.

DEPARTMENT OF COMMUNITY JUSTICE

- C-4 Budget Modification DCJ-05 Adding \$19,991 Additional Project Safe Neighborhood Grant Monies to the Department of Community Justice Federal/State Fund Budget

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-5 Government Expenditure/Revenue Contract (190 Agreement) 4600003710 with the City of Gresham, for Traffic Signal System Improvement Project, Phase 3A and 3B
- C-6 Budget Modification MCSO 04-EXT-19 Increasing Revenue and Expenditure Budgets in Special Operations Fund 1516 by \$13,810.32 to Reflect Monies Collected by Multnomah County and Passed Directly through to Other Agencies

DEPARTMENT OF COUNTY HUMAN SERVICES

- C-7 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

ORDER 04-127.

REGULAR AGENDA **PUBLIC COMMENT**

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

NO ONE WISHED TO COMMENT.

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

DEPARTMENT OF HEALTH

- UC-1 Government Revenue Contract (190 Agreement) 0410533 with the State of Oregon, Department of Human Services, Designating the Multnomah County Health Department as the "Regional Lead Agency" for Hospital Health System Emergency Preparedness

COMMISSIONER NAITO MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF UC-1. DR. GARY OXMAN AND ASSISTANT COUNTY ATTORNEY PATRICK HENRY EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER CRUZ REGARDING THE URGENCY FOR BOARD ACTION DUE TO STATE REQUIREMENT. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COUNTY HUMAN SERVICES

- UC-2 Renewal of Government Revenue Contract (190 Agreement) 0405113 with the Oregon Department of Human Services, for Multnomah County's Mental

Health Organization, Verity, to Provide Child, Adolescent and Adult Mental Health Services through the Oregon Health Medicaid Project

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF UC-2. PATRICIA PATE AND ASSISTANT COUNTY ATTORNEY PATRICK HENRY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. HENRY ADVISED THEY HAVE SET UP A MEETING WITH THE OREGON DEPARTMENT OF HUMAN SERVICES TO DISCUSS THE PROBLEM OF THE STATE REQUIRING SUCH A SHORT TURN-AROUND ON CONTRACTS THAT NEED TO BE REVIEWED BY COUNTY ATTORNEY AND ELECTED OFFICIALS ALIKE. AGREEMENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-1 2004 Multnomah County Salary Review Commission Report to the Board. Presented by Auditor Suzanne Flynn and Salary Review Commission Chair Mary Ann Wersch. 15 MINUTES REQUESTED.

AUDITOR SUZANNE FLYNN PRESENTATION AND INTRODUCTION OF HER APPOINTED VOLUNTEER SALARY REVIEW COMMISSIONERS ERIC WILSON, DAVID RHYS, RICK HOWELL AND MARY ANN WERSCH. MS. FLYNN ADVISED THAT THE SALARY REVIEW COMMISSION IS APPOINTED EVERY TWO YEARS PER THE MULTNOMAH COUNTY CHARTER. SALARY REVIEW COMMISSION CHAIR MARY ANN WERSCH PRESENTATION, ADVISING THE COUNTY BOARD HAS GONE SEVEN YEARS WITHOUT SALARY INCREASES AND THAT THE SALARY REVIEW COMMISSION RECOMMENDS THAT THE COUNTY COMMISSIONER'S SALARIES BE SET AT \$71,850 AND THE CHAIR'S SALARY BE SET AT \$110,170. CHAIR WERSCH THANKED CAROL BROWN, ATTORNEY AGNES SOWLE, AUDITOR SUZANNE FLYNN AND JUDY ROSENBERG FOR THEIR ASSISTANCE TO THE

***SALARY REVIEW COMMISSION. CHAIR LINN
THANKED CHAIR WERSCH AND THE SALARY
REVIEW COMMISSIONERS FOR THEIR
VOLUNTEER TIME AND EFFORTS.***

- R-2 Sauvie Island Bridge Briefing on New Bridge Design and Work of the Citizen's Advisory Committee. Presented by Commissioner Maria Rojo de Steffey and Ian Cannon, Bridge Engineering Services Manager. 20 MINUTES REQUESTED.

***COMMISSIONER ROJO AND IAN CANNON
PRESENTATIONS AND RESPONSE TO BOARD
QUESTIONS ON ISSUES INCLUDING
DISPOSITION OF THE OLD BRIDGE AND PLANS
FOR BICYCLE AND PEDESTRIAN LANES. MR.
IAN ACKNOWLEDGED AND THANKED SAUVIE
ISLAND RESIDENT AND CITIZEN'S ADVISORY
COMMITTEE MEMBER IN THE AUDIENCE
TODAY.***

- R-3 RESOLUTION Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 04-008

***COMMISSIONER ROJO MOVED AND
COMMISSIONER NAITO SECONDED, APPROVAL
OF R-3. ROB BAYLEY AND REBECCA ESAU
EXPLANATION AND RESPONSE TO REQUEST OF
COMMISSIONER CRUZ THAT PORTLAND STAFF
PRESENT FUTURE FEE INCREASES AND
CHANGES TO MULTNOMAH COUNTY FOR INPUT
PRIOR TO CITY COUNCIL CONSIDERATION AND
VOTE. RESOLUTION 04-128 UNANIMOUSLY
ADOPTED.***

SHERIFF'S OFFICE

- R-4 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC Chapter 15, Sheriff, Relating to Alarm Systems

***ORDINANCE READ BY TITLE ONLY. COPIES
AVAILABLE. COMMISSIONER CRUZ MOVED***

AND COMMISSIONER NAITO SECONDED, APPROVAL OF SECOND READING AND ADOPTION. LARRY AAB EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 1047 UNANIMOUSLY ADOPTED.

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- R-5 RESOLUTION Approving Transfer of Tax Foreclosed Property to the City of Portland, Environmental Services, for Non-Housing, Public Purposes

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-5. GARY THOMAS EXPLANATION. MINDY BROOKS TESTIMONY IN SUPPORT AND APPRECIATION OF PROPERTY TRANSFER TO PORTLAND. RESOLUTION 04-129 UNANIMOUSLY ADOPTED.

- R-6 RESOLUTION Approving Transfer of Tax Foreclosed Property to the City of Portland, Parks and Recreation, for Non-Housing, Public Purposes

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-6. RILEY WHITCOMB EXPLANATION AND TESTIMONY IN SUPPORT AND APPRECIATION OF TRANSFER. RESOLUTION 04-130 UNANIMOUSLY ADOPTED.

- R-7 RESOLUTION Approving Transfer of Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Non-Housing, Public Purposes

COMMISSIONER CRUZ MOVED AND COMMISSIONER ROBERTS SECONDED, APPROVAL OF R-7. STEVE PLANCHOW AND LINDA BIRTH TESTIMONY IN SUPPORT AND APPRECIATION OF TRANSFER. RESOLUTION 04-131 UNANIMOUSLY ADOPTED.

- R-8 RESOLUTION Approving Transfer of Tax Foreclosed Property to Multnomah County Land Use and Transportation Program, for Non-Housing, Public Purposes

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-8. ALISON WINTER EXPLANATION AND TESTIMONY IN SUPPORT AND APPRECIATION OF TRANSFER FOR TRANSPORTATION RIGHT OF WAY PURPOSES. RESOLUTION 04-132 UNANIMOUSLY ADOPTED.

- R-9 RESOLUTION Approving Transfer of Tax Foreclosed Property to the City of Gresham, for Non-Housing, Public Purposes

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-9. MIKE GREEN EXPLANATION AND TESTIMONY IN SUPPORT AND APPRECIATION OF TRANSFER TO GRESHAM. RESOLUTION 04-133 UNANIMOUSLY ADOPTED.

- R-10 RESOLUTION Authorizing the Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Property Taxes

COMMISSIONER CRUZ MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-10. GARY THOMAS EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER CRUZ REGARDING FORMER GAS STATION PROPERTY AT 7600 NORTH WILLAMETTE BOULEVARD, ADVISING THE COUNTY ACQUIRED THE BROWNFIELD PROPERTY TEN YEARS AGO. COMMISSIONER CRUZ COMMENTS IN APPRECIATION FOR THE EFFORTS OF MR. THOMAS AND THE PATIENCE OF THE NEIGHBORING RESIDENTS. RESOLUTION 04-134 UNANIMOUSLY ADOPTED.

DEPARTMENT OF COUNTY HUMAN SERVICES

- R-11 Budget Modification DCHS-01 Reallocating Mental Health OHP Funds to Fund 5.52 FTE for the Transition Related to the Implementation of the 2003 Legislatively Approved State Children's Mental Health System Change Initiative Budget Note [Continued from August 5, 2004]

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-11. PATRICIA PATE EXPLANATION. COMMISSIONER CRUZ ADVISED SHE IS STILL NOT COMFORTABLE WITH THIS REQUEST AND WILL NOT BE SUPPORTING THE BUDGET MODIFICATION TODAY. COMMISSIONER ROBERTS STATED HE IS NERVOUS ABOUT WHAT THE STATE WILL DO BUT WILL TRUST STAFF RECOMMENDATIONS. COMMISSIONER NAITO ADVISED SHE TRUSTS STAFF AS WELL AND THANKED MS. PATE AND STAFF FOR THEIR EFFORTS. CHAIR LINN ADVISED SHE AGREES WITH COMMISSIONER NAITO. MS. PATE THANKED COMMISSIONER CRUZ FOR HER CONCERNS AND THANKED ASSISTANT COUNTY ATTORNEY PATRICK HENRY FOR HIS EFFORTS. BUDGET MODIFICATION APPROVED, WITH COMMISSIONERS NAITO, ROBERTS, ROJO AND LINN VOTING AYE, AND COMMISSIONER CRUZ VOTING NO. IN RESPONSE TO A COMMENT OF MS. PATE, COMMISSIONER NAITO SUGGESTED THAT MS. PATE LET THE BOARD KNOW WHEN SHE NEEDS THE COMMISSIONERS TO WRITE A LETTER TO THE E-BOARD.

R-12 NOTICE OF INTENT to Submit a Proposal to the US Department of Health and Human Services for a Safe and Bright Futures for Children Initiative Grant

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-12. CHIQUITA ROLLINS EXPLANATION. COMMISSIONER NAITO ACKNOWLEDGED AND EXPRESSED HER APPRECIATION FOR THE LEADERSHIP OF MS. ROLLINS. NOTICE OF INTENT UNANIMOUSLY APPROVED.

R-13 NOTICE OF INTENT to Submit a Proposal to the US Department of Justice for a Safe Start: Promising Approaches for Children Exposed to Violence Grant

COMMISSIONER ROBERTS MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-12. CHIQUITA ROLLINS EXPLANATION, ADVISING THERE WAS AN ERROR IN THE AGENDA PLACEMENT REQUEST AND THAT THE GRANT IS FOR \$210,000 A YEAR FOR UP TO FOUR YEARS, WHICH IS BETTER THAN THEY FIRST THOUGHT. NOTICE OF INTENT UNANIMOUSLY APPROVED.

PATRICIA PATE THANKED THE BOARD FOR ITS SUPPORT AND INTRODUCED TRACI GOFF WHO HAS WRITTEN FOUR GRANTS IN HER FIRST FIVE WEEKS OF EMPLOYMENT WITH THE COUNTY. CHAIR LINN WELCOMED MS. GOFF.

There being no further business, the meeting was adjourned at 10:37 a.m.

Tuesday, August 31, 2004 - 10:00 AM
Multnomah Building, Third Floor Conference Room 315
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

Chair Diane Linn convened the meeting at 10:03 a.m., with Vice-Chair Serena Cruz and Commissioners Lisa Naito, Lonnie Roberts and Maria Rojo de Steffey present.

- B-3 Briefing on the Design Team Progress to Plan for the Potential Repeal of the Multnomah County Temporary Personal Income Tax. Presented by Dave Boyer and Karyne Dargan. 1 HOUR REQUESTED.

COMMENTS BY DESIGN TEAM CHAIR DIANE LINN AND DESIGN TEAM CO-CHAIR SERENA CRUZ. INTRODUCTION OF BRIEFING PARTICIPANTS AND AUDIENCE MEMBERS. PRESENTATION, COMMENTS AND DISCUSSION BY CO-CHAIR CRUZ, CHAIR LINN, COMMISSIONER NAITO, COMMISSIONER ROBERTS AND CHIEF FINANCIAL OFFICER DAVE BOYER. MR. BOYER AND BUDGET

**DIRECTOR KARYNE DARGAN RESPONSE TO
BOARD QUESTIONS. LAURIE OHMANN OF
PUBLIC STRATEGIES GROUP PRESENTATION
OF PROPOSED WORK PLAN STEPS AND
RESPONSE TO BOARD QUESTIONS AND
DISCUSSION.**

Commissioner Roberts was excused at 11:14 a.m.

MS. DARGAN PRESENTED CALENDAR UPDATE.

There being no further business, the meeting was adjourned at 11:17 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

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AUGUST 23, 24, 26 & 31 BOARD MEETINGS REV2 FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	2:00 p.m. Monday Briefing on Implementation of the Mental Health System of Care for Children and Families
Pg 2	6:00 p.m. Tuesday Public Hearing on County Library Internet Access Policies
Pg 3	9:00 a.m. Thursday Executive Session
Pg 4	9:30 a.m. Thursday Multnomah County Salary Review Commission Report
Pg 4	9:45 a.m. Thursday Sauvie Island Bridge Update
Pg 5	10:15 a.m. Thursday Hearing on Transfer of Tax Foreclosed Properties, for Non-Housing, Public Purposes
Pg 5	10:30 a.m. Thursday Budget Modification Reallocating Mental Health OHP Funds
Pg 6	10:00 a.m. Tuesday Design Team Update

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

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Tuesday, August 24, 2004 - 6:00 PM
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PUBLIC HEARING

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REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

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DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-2 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Douglas J & Charity L Tucker, Husband and Wife

SHERIFF'S OFFICE

- C-3 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

DEPARTMENT OF COMMUNITY JUSTICE

- C-4 Budget Modification DCJ-05 Adding \$19,991 Additional Project Safe Neighborhood Grant Monies to the Department of Community Justice Federal/State Fund Budget

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DEPARTMENT OF COUNTY HUMAN SERVICES

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REGULAR AGENDA - 9:30 AM

DEPARTMENT OF HEALTH - 9:30 AM

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SHERIFF'S OFFICE - 10:10 AM

R-4 Second Reading and Possible Adoption of a Proposed ORDINANCE Amending MCC Chapter 15, Sheriff, Relating to Alarm Systems

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R-12 NOTICE OF INTENT to Submit a Proposal to the US Department of Health and Human Services for a Safe and Bright Futures for Children Initiative Grant

R-13 NOTICE OF INTENT to Submit a Proposal to the US Department of Justice for a Safe Start: Promising Approaches for Children Exposed to Violence Grant

Tuesday, August 31, 2004 - 10:00 AM
Multnomah Building, Third Floor Conference Room 315
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

B-2 Briefing on the Design Team Progress to Plan for the Potential Repeal of the Multnomah County Temporary Personal Income Tax. Presented by Dave Boyer and Karyne Dargan. 1 HOUR REQUESTED.

**The Thursday, September 2, 2004 Board Meeting has been
Cancelled for Lack of Agenda Items
Next Meeting: Thursday, September 9, 2004**



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

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

Maria Rojo de Steffey, Commission Dist. 1

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Serena Cruz, Commission Dist. 2

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Lisa Naito, Commission Dist. 3

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AUGUST 23, 24, 26 & 31 BOARD MEETINGS REV FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	2:00 p.m. Monday Briefing on Implementation of the Mental Health System of Care for Children and Families
Pg 2	6:00 p.m. Tuesday Public Hearing on County Library Internet Access Policies
Pg 3	9:00 a.m. Thursday Executive Session
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Pg 4	9:45 a.m. Thursday Sauvie Island Bridge Update
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Monday, August 23, 2004 - 2:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
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BOARD BRIEFING

- B-1 Briefing on the Implementation of the Mental Health System of Care for Children and Families. Presented by Commissioner Lisa Naito, Patricia K. Pate, Dr. Peter Davidson, Nancy Winters and Godwin Nwerem. 75 MINUTES REQUESTED.
-

Tuesday, August 24, 2004 - 6:00 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC HEARING

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Thursday, August 26, 2004 - 9:00 AM
Multnomah Building, First Floor Commissioners Boardroom 110
501 SE Hawthorne Boulevard, Portland

EXECUTIVE SESSION

- E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(h). 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 Agnes Sowle. 30 MINUTES REQUESTED.
-

Thursday, August 26, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

- C-1 Reappointment of Mike Houck to the SUSTAINABLE DEVELOPMENT COMMISSION

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-2 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to Douglas J & Charity L Tucker, Husband and Wife

SHERIFF'S OFFICE

- C-3 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

DEPARTMENT OF COMMUNITY JUSTICE

- C-4 Budget Modification DCJ-05 Adding \$19,991 Additional Project Safe Neighborhood Grant Monies to the Department of Community Justice Federal/State Fund Budget

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DEPARTMENT OF COUNTY HUMAN SERVICES

- C-7 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 - 9:30 AM

DEPARTMENT OF HEALTH - 9:30 AM

- UC-1 Government Revenue Contract (190 Agreement) 0410533 with the State of Oregon, Department of Human Services, Designating the Multnomah County Health Department as the "Regional Lead Agency" for Hospital Health System Emergency Preparedness

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

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- R-1 2004 Multnomah County Salary Review Commission Report to the Board. Presented by Auditor Suzanne Flynn and Salary Review Commission Chair Mary Ann Wersch. 15 MINUTES REQUESTED.
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AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 08/09/04

Requested Date: 8/25/2004

Time Requested: N/A

Department: Non-Departmental

Division: Chair's Office

Contact/s: Chair Diane Linn, Andy Smith

Phone: 503/988-3308

Ext.: 85772

I/O Address: 503/600

Presenters: Consent Calendar

Agenda Title: Reappointment of Mike Houck to the Sustainable Development Commission

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. **What action are you requesting from the Board? What is the department/agency recommendation?** Recommend Board approve reappointment of Mike Houck to the City/County Sustainable Development Commission
2. **Please provide sufficient background information for the Board and the public to understand this issue.** The City/County Sustainable Development Commission (SDC) meets to advise and make recommendations to the Portland City Council and the Multnomah County Board of Commissioners on policies and programs that create sustainable communities. The SDC articulates and promotes a long-range vision for sustainable communities; promotes collaboration among citizens, business interests, governmental agencies and community-based organizations to identify strategies leading to sustainable communities. The SDC develops opportunities for citizens to learn about values, principles, and practices that will bring about sustainable communities. The SDC assists City and County personnel in the coordinating policies and actions creating sustainable communities. There are 17 SDC members. Ten are appointed by the Mayor of the City of Portland and confirmed by the Portland City Council. Seven appointed by the Multnomah County Chair and approved by the Multnomah County Board of Commissioners.

3. Explain the fiscal impact (current year and ongoing). No current year/ongoing fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?

- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. No legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 8/09/2004

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to DOUGLAS J & CHARITY L TUCKER

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to DOUGLAS J & CHARITY L TUCKER. The Department of Business and Community Services recommends that the private sale be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property is a strip of land approximately 1' x 170.6' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on November 3, 1986. The party that we propose to enter into a private sale with, the Tuckers, own the adjacent property located at 453 SE Hogan Road, Gresham.

The attached plat map, Exhibit A, shows the location of the property. The attached Exhibit B is an aerial photo that shows the proximity of the strip to the adjacent properties.

Although no written confirmation from the City of Gresham was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 1' x 107.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for a recovery of the delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit C).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director: *Robert A Maestre*

Date: 08/02/04

Budget Analyst

By:

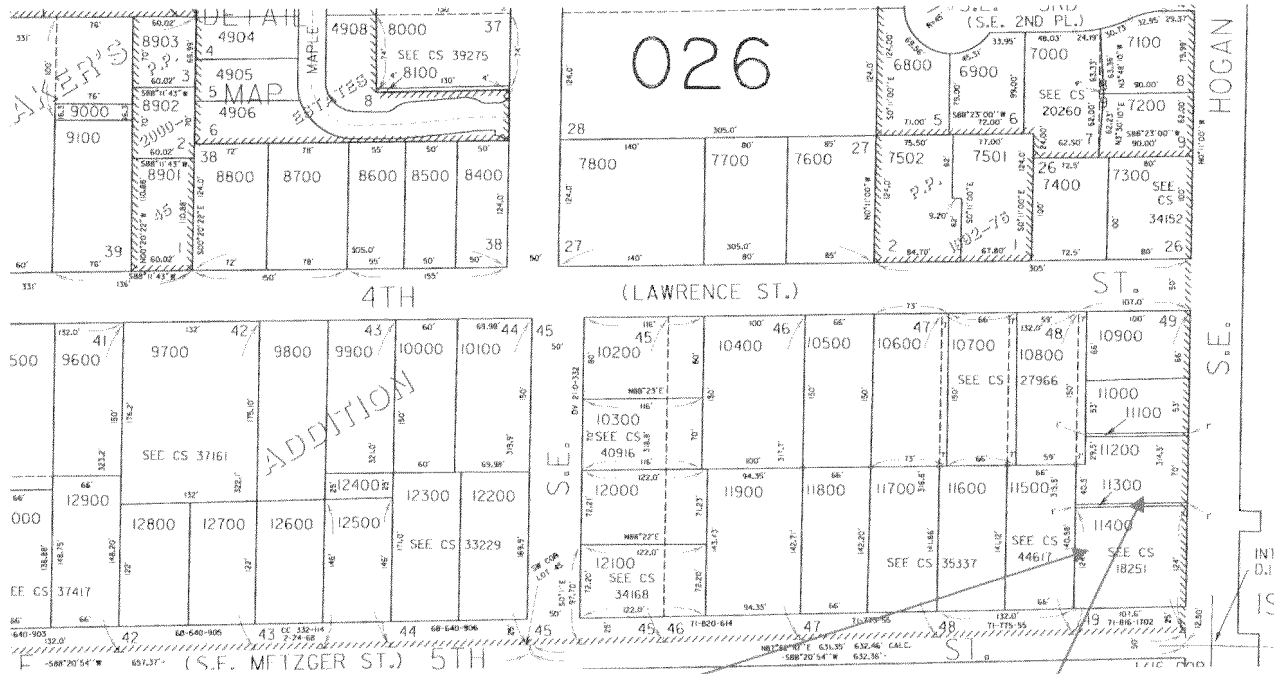
Date:

Dept/Countywide HR

By:

Date:

EXHIBIT A



453 SE Hogan Rd

Subject

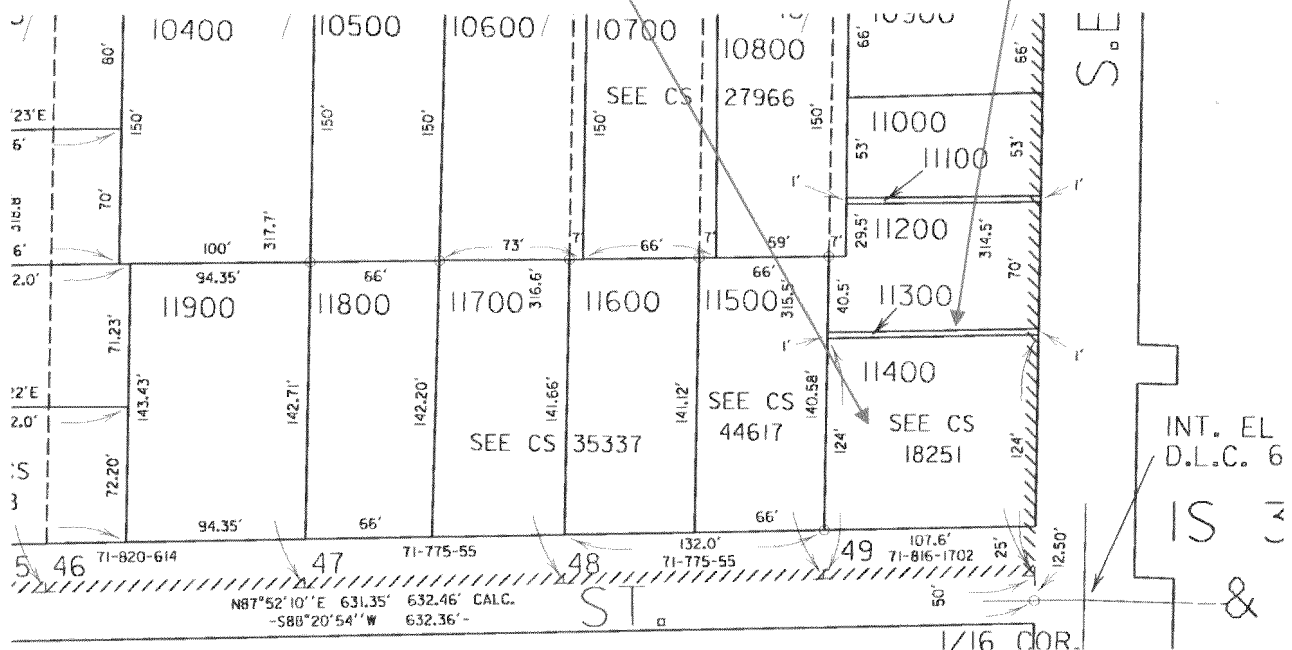


EXHIBIT B



Subject

**EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04**

LEGAL DESCRIPTION:

SHOEMAKERS ADD; N 1' OF S 125' OF LOT 49

ADJACENT PROPERTY ADDRESS: 453 SE Hogan Road

TAX ACCOUNT NUMBER: R270456

GREENSPACE DESIGNATION: None

SIZE OF PARCEL: Approximately 1' x 107.6' (approx. 108sf)

ASSESSED VALUE: \$100.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:

\$16.21

TAX TITLE MAINTENANCE COST & EXPENSES:

-0-

ADVERTISING COST:

-0-

RECORDING FEE:

\$26.00

CITY LIENS:

-0-

SUB-TOTAL

\$42.21

MINIMUM PRICE REQUEST OF PRIVATE SALE

\$126.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to DOUGLAS J & CHARITY L TUCKER, husband and wife

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$100.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Gresham was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 1' X 107.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) DOUGLAS J & CHARITY L TUCKER, have agreed to pay \$126.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$126.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to DOUGLAS J & CHARITY L TUCKER, the following described real property:

N 1' of S 125' of Lot 49; SHOEMAKERS ADDITION, in the City of Gresham, Multnomah County, Oregon

ADOPTED this 26th day of August 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to DOUGLAS J AND CHARITY L TUCKER, husband and wife, Grantees, that certain real property, located in the City of Gresham, Multnomah County, Oregon more particularly described as follows:

The true and actual consideration paid for this transfer; stated in the terms of dollars is \$126.00.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-125

Authorizing Private Sale of Certain Tax Foreclosed Property to DOUGLAS J & CHARITY L TUCKER, Husband and Wife

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described below through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$100.00 on the County's current tax roll.
- c) Although no written confirmation from the City of Gresham was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 1' X 107.6' strip make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) DOUGLAS J & CHARITY L TUCKER, have agreed to pay \$126.00, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$126.00, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to DOUGLAS J & CHARITY L TUCKER, the following described real property:

N 1' of S 125' of Lot 49; SHOEMAKERS ADDITION, in the City of Gresham, Multnomah County, Oregon

ADOPTED this 26th day of August 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Christopher D. Crean, Assistant County Attorney

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-3

Est. Start Time: 9:30 AM

Date Submitted: 08/17/04

Requested Date: August 26, 2004

Time Requested: N/A

Department: Sheriff's Office

Division: Business Services

Contact/s: Chris Payne

Phone: 503.251.2501

Ext.:

I/O Address: 313/118

Presenters: Consent Calendar

Agenda Title: ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
To comply with Multnomah County Code 7.70, the Sheriff's Office is requesting that the attached MULTNOMAH COUNTY DEPARTMENT OF PUBLIC SAFETY GUN LIST FOR DISPOSAL LIST 04-1 listing of property be approved of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance. All of the items presented here meet the criteria for disposal.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative. Items include firearms, weapons and various projectiles. It is recommended that all items be disposed.
 3. **Explain the fiscal impact (current year and ongoing).**
This action has no fiscal impact.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why? What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain. Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

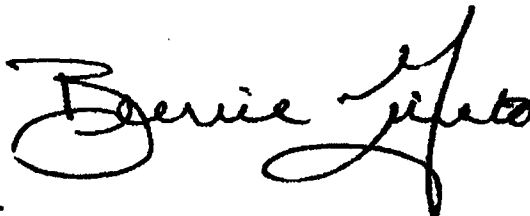
- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues involved.**
None other than those noted above.
5. **Explain any citizen and/or other government participation that has or will take place.**

Required Signatures:



Department/Agency Director: _____

Date: 08/17/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 04-1, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 04-1 that cannot be utilized by the Sheriff's Office.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 04-1, to the Department of Management and Business Services. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

ADOPTED this 26th day of August, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Scott E. Asphaug, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 04-126

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 04-1, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 04-1 that cannot be utilized by the Sheriff's Office.

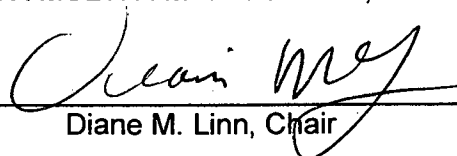
The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 04-1, to the Department of Management and Business Services. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

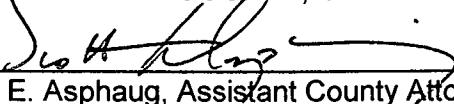
ADOPTED this 26th day of August, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Scott E. Asphaug, Assistant County Attorney

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
1	83-19669	Ruger .22 revolver, #56908	Destroy
2	87-12018	Colt .45, government 70 handgun, #21189B70	Destroy
3	87-12812	Unique .25 handgun, #308128	Destroy
4	93-1513	Springfield Armory .45, 1911-A1 handgun, #NM84764	Destroy
5	95-6779	Llama 9mm handgun, #B93712	Destroy
6	95-6779	Hopkins & Allen .32 Revolver, #C4154	Destroy
7	95-6779	Davis .22 Derringer, #057984	Destroy
8	96-600	Rossi .44 revolver, #AB091886	Destroy
9	96-6555	Flare gun/black, #53996	Destroy
10	96-6555	Jennings J-22 handgun, #134469	Destroy
11	00-401122	Beretta .22 handgun, #BR12147T	Destroy
12	00-406146	Marksman BB gun, #95031726	Destroy
13	02-403214	Llama .357 revolver, #R392475	Destroy
14	02-405212	S&W .38 revolver, #AEB2557	Destroy
15	02-405711	Jennings .22 Handgun, #470804	Destroy
16	02-406688	H&R .22 revolver, #L39904	Destroy
17	02-403711	S&W .38 revolver, #D694872	Destroy
18	02-407411	Crossman BB pistol, no serial #	Destroy
19	85-11837	Colt .45 handgun, #59998B70	Destroy
20	85-11837	Colt .45 handgun, #FA00593	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
21	85-11837	UZI 9mm pistol, #UP03192	Destroy
22	85-11837	Colt MK IV .38 handgun, #70520603	Destroy
23	02-407711	Mossberg/maverick 12ga shotgun, #MV89324G	Destroy
24	02-407711	S&W .38 revolver airweight, #BSZ4044	Destroy
25	00-405854	Bersa .380 handgun, #395386	Destroy
26	02-402339	Black starter pistol, no numbers	Destroy
27	77-6437	Savage 30.30 pump rifle, #A515711	Destroy
28	02-402984	Smith-Wesson .40 handgun, #PAU4482	Destroy
29	00-401800	Remington 12ga shotgun, #1020054V	Destroy
30	00-402610	Winchester .22 rifle, mdl 190, #B1570289	Destroy
31	00-403580	Sterling .22 pistol, #A69680	Destroy
32	00-405825	Rohm .22 revolver, #69432	Destroy
33	84-11177	Remington .270 rifle, mdl 700, #B6280792	Destroy
34	99-406362	SKS/Norinco 7.62 rifle, #24001505K	Destroy
35	02-402257	Remington .22 rifle, #KJ83	Destroy
36	00-407817	Marlin .22 rifle, #10418484	Destroy
37	79-626	Western Field .243 rifle, with scope, #849576	Destroy
38	86-7043	Remington 12ga shotgun, #N728800M	Destroy
39	94-310	Marlin .45/70 rifle, #09066121	Destroy
40	94-310	Winchester 12ga shotgun, #L1503109	Destroy
41	94-310	Stevens Arms 12ga shotgun, no serial #	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
42	94-310	Western Field 12ga shotgun, #6828669	Destroy
43	94-310	Browning .22 rifle, #44108X69	Destroy
44	94-310	Winchester .30 rifle, #139766	Destroy
45	94-310	J.C. Higgins .22 rifle, mdl 94, no serial #	Destroy
46	94-310	Winchester .22 rifle, no serial #	Destroy
47	00-403647	Standard 9mm handgun, #063616	Destroy
48	00-404786	Bersa .380 handgun, #394065	Destroy
49	00-404786	Smith & Wesson .357 revolver, mdl 686, #AHD1492M	Destroy
50	00-407110	Bryco 9mm handgun, #1377065	Destroy
51	00-402041	S&W .38 revolver, #J262959	Destroy
52	00-402041	Four Glenfield .22 rifles, mdl 70, no serial #s	Destroy
53	00-402041	Mauser Chileno rifle, mdl 1895, #L6804	Destroy
54	00-402041	Winchester 12ga shotgun, #67708	Destroy
55	00-402041	Western Field 12ga shotgun, #D17827	Destroy
56	00-402041	Winchester .22 rifle, #451962	Destroy
57	00-402041	Mauser Chileno rifle, mdl 1895, #K9265	Destroy
58	00-402041	Ceskoslovenskazbrojovka rifle, mdl 1796	Destroy
59	00-402041	Noymki rifle, #21853	Destroy
60	00-402041	Noymki rifle, #N11822	Destroy
61	00-402041	Western Field 12ga shotgun, no serial #	Destroy
62	00-402041	Two daggers with sheaths	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
63	85-13393	Remington 12ga shotgun, mdl 11, #749782	Destroy
64	93-5806	SKS 7.62 assault rifle, #2200004	Destroy
65	93-5806	Stevens/savage 12ga shotgun, no serial #	Destroy
66	93-5806	Ruger .22 revolver, #261-98264	Destroy
67	93-5806	Crossman pellet pistol, #182223946	Destroy
68	00-402388	Rifle stock .22 barrel	Destroy
69	00-400431	Winchester .22 rifle, #58654A	Destroy
70	00-401605	New England 20ga shotgun, #NL311593	Destroy
71	00-401605	Remington 870 shotgun, #C527624M	Destroy
72	00-401605	Keltec 9mm Luger handgun, #048566	Destroy
73	02-401665	Mauser/Interarms .380 handgun, #01-20144	Destroy
74	02-401665	Winchester .308 rifle, with scope, #1162153	Destroy
75	02-403570	Kurz 9mm handgun, #A51979	Destroy
76	02-403570	Jennings .22 pistol, #479438	Destroy
77	00-405249	Daisy BB rifle, mdl 109920628	Destroy
78	87-12997	Savage 12ga shotgun, no serial #	Destroy
79	01-405135	Mossberg .410 shotgun, #P493316	Destroy
80	01-405135	Mossberg .243 rifle, #238864	Destroy
81	01-405135	Marlin .22 rifle, #D-15603	Destroy
82	00-408719	Hi-Point 9mm rifle, mdl 995, #A98960	Destroy
83	00-408719	Ruger 10-22 rifle, #250-34773	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
84	00-408719	Star .45 handgun, #1945976	Destroy
85	00-408153	Ben Franklin .22 handgun, #B57684	Destroy
86	00-408153	Unknown bBrand bolt rifle, #8087	Destroy
87	90-477	Ruger .22 rifle, #231-35562	Destroy
88	96-5362	Mossberg 12ga shotgun, #102523	Destroy
89	00-401170	Raven Arms .25 handgun, #1088412	Destroy
90	00-401170	Ithaca 20ga shotgun, #660787562	Destroy
91	00-402478	Norinco SKS 7.62 rifle, #11450	Destroy
92	00-401340	Marlin .22 rifle, #17460317	Destroy
93	00-401340	Unknown brand 12ga shotgun, no serial #	Destroy
94	00-403772	Interarms .338 rifle, #A247817	Destroy
95	00-406341	New England 12ga shotgun, #NF308856	Destroy
96	00-406341	Taurus .357 revolver, # obscured	Destroy
97	96-6818	Winchester 30.30 rifle, #4665717	Destroy
98	00-406337	J.C. Henry (St. Paul) shotgun, #413-B499430893	Destroy
99	00-405234	Winchester .243 Rifle, #G2046734	Destroy
100	00-405234	Ruger 30.06 rifle, #783-50133	Destroy
101	00-405234	Titan .25 pistol, #D885137	Destroy
102	00-401978	S&W .357 revolver, #171-72484	Destroy
103	01-405666	Mas. 7.5mm rifle, #76673	Destroy
104	00-408352	Savage 12ga shotgun, sawed off, #E483403	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
105	00-408150	Stevens 20ga shotgun, mdl 940A, no serial #	Destroy
106	01-404482	New England 12ga shotgun, #266020	Destroy
107	02-407133	Brevetia .22 handgun, mdl 19, no serial #	Destroy
108	02-407133	Colt .32 handgun, #514700	Destroy
109	02-407133	Benjamin Franklin air pistol, #117	Destroy
110	93-2829	Crossman pellet pistol	Destroy
111	02-400344	Crossman pellet rifle, #799124352	Destroy
112	85-7802	S&W .357 revolver, mdl 681, #AAP3780	Destroy
113	95-5233	S&W .357 revolver, mdl 686-3, #BEJ4847	Destroy
114	92-2959	Interarms .44 revolver, #534011	Destroy
115	87-8756	S&W .44 revolver, #N738109	Destroy
116	93-8493	Davis .380 handgun, #AP185034	Destroy
117	00-401262	Interarms 9mm handgun, #2192235	Destroy
118	99-406607	Jana-Bison .22 revolver, #369002	Destroy
119	99-406160	Beretta .25 pistol, #BU84574V	Destroy
120	00-401091	Black powdered pistol .36 cal, #175312	Destroy
121	93-9609	S&W .44 revolver, mdl #29-2, #N399631	Destroy
122	00-400359	RG .25 handgun, #U104059	Destroy
123	00-400432	Ruger .45 handgun, mdl P90, #660-54778	Destroy
124	00-406343	Marksman BB gun, #00092919	Destroy
125	00-403353	Jennings .25 handgun, #021786	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
126	89-7055	Raven Arms .25 handgun, #1098271	Destroy
127	99-403609	FIE .22 revolver, #TR14309	Destroy
128	00-402887	Lorcin .25 handgun, serial #scratched out	Destroy
129	01-403494	North American Arms .22 pistol, #D6064	Destroy
130	01-403494	Casull Freedom Arms .22 pistol, #A40005	Destroy
131	01-403494	Makaro 9mm handgun, #H604447	Destroy
132	01-403494	Marlin .22 rifle, mdl 60, #01073595	Destroy
133	01-403494	Ben Franklin .22 rifle, #H107622	Destroy
134	00-406986	Kel-Tec 9mm Luger handgun, #83197	Destroy
135	00-406040	Taurus .357 revolver, #QD65034	MCSO Use
136	92-7913	Star/Interarms 9mm handgun, #0593	MCSO Use
137	84-20796	S&W .38 revolver, #9D74152	Destroy
138	00-404803	Ruger 9mm handgun, mdl P89, #305-82478	Destroy
139	83-10767	Beretta .22 handgun, #04950T	Destroy
140	01-406651	Heckler & Koch 9mm handgun, mdl 19, #B87497	Destroy
141	99-406709	Ruger .22 handgun, #60-64439	Destroy
142	99-406709	Phoenix .25 handgun, #3111251	Destroy
143	99-406709	Hi-Standard .22 pistol, #111-4980	Destroy
144	99-406709	S&W .38 revolver, #154865	Destroy
145	99-406709	Titan .25 handgun, #D887408	Destroy
146	00-403817	Lorcin 9mm handgun, #020003	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
147	00-403817	S&W .38 revolver, #348976	Destroy
148	92-4466	Taurus .38 revolver, mdl 85, #1-F-90766	Destroy
149	95-728	Remington .22 rifle, mdl 581, no serial #	Destroy
150	00-408402	F.I.E. .22 revolver, #B38224	Destroy
151	02-408513	Black metal toy pistol, no brand	Destroy
152	02-403107	Glock 9mm handgun, mdl 17, #AKW033	Destroy
153	98-400131	Interarms .380 pistol, #A01722	Destroy
154	97-3083	Marksman BB pistol, #96188089	Destroy
155	97-549	S&W 9mm handgun, mdl SW9F, #PAD9780	Destroy
156	98-404467	Hi-Standard .22 revolver, #M062528	Destroy
157	98-404467	Ruger .22 rifle, #245-68025	Destroy
158	98-407055	S&W .38 revolver, #392117	Destroy
159	03-400359	Daisy BB rifle, model 95	Destroy
160	03-400359	Connecticut Valley Arms 50 cal black powdered rifle, #0114862	Destroy
161	03-400359	Lonestar paint gun, CO ₂ , #P116572	Destroy
162	03-400359	Connecticut Valley Arms 50 cal black powdered rifle, #0036418	Destroy
163	96-638	S&W .357 revolver, mdl 19-9, #K985429	Destroy
164	96-638	S&W .357 revolver, #BSC1984	Destroy
165	96-638	S&W 30.06 rifle, #358673	Destroy
166	03-400525	Box w/Cossman BB rifle, toy gun, swords, batons, axe, machetes, arrows and bow	Destroy
167	03-400637	Remington 12ga 870 shotgun, #V774085	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
168	03-400637	Remington 12ga 870 shotgun, #48840	Destroy
169	03-400637	Remington 12ga 870 shotgun, #X181010M	Destroy
170	03-400637	Three Remington shotgun barrels	Destroy
171	03-400732	Daisy BB rifle, mdl 25, #A025571	Destroy
172	00-406728	Crossman air pistol, #904206207	Destroy
173	00-407188	Daisy BB pistol, mdl 1700, #0198-88984	Destroy
174	00-407188	Daisy CO ₂ air pistol, mdl 1500	Destroy
175	89-2659	Raven Arms .25 handgun, #1303222	Destroy
176	03-400966	Winchester .308 rifle, #1142836	Destroy
177	03-400966	Colt .38 revolver, mdl Cobra, #121728	Destroy
178	89-923	Taurus .357 revolver, #121305	Destroy
179	89-923	Ruger MK-II .22 handgun, #213-08522	Destroy
180	03-400363	Ruger 10.22 rifle, #80693	Destroy
181	03-400363	Charter Arms .38 revolver, #852227	Destroy
182	03-400363	Hawes .22 revolver, #610378	Destroy
183	03-400363	VOID	
184	03-400363	VOID	
185	97-7118	American .38 Derringer, #061297	Destroy
186	98-405822	Ravens Arms .25 handgun, #1042716	Destroy
187	00-402318	Colt .22 handgun, #27811-C	Destroy
188	00-407386	Davis .22 Derringer, #468841	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
189	02-406524	Sig Sauer 9mm handgun, #B312520	Destroy
190	02-401946	S&W .40 handgun, #PAA4011	Destroy
191	02-401946	Powermaster 66 BB rifle, #801207519	Destroy
192	02-401946	Winchester 12ga shotgun, #C278087	Destroy
193	02-401946	Winchester 30.30 rifle, mdl 94, #2781420	Destroy
194	02-401946	Springfield .222 rifle, mdl 840, no serial #	Destroy
195	02-401946	Mossberg 500A, 12ga, pistol grip, #P755029	Destroy
196	02-401946	Glenfield mdl 778 shotgun, #A60549	Destroy
197	02-401946	Remington mdl 700 30.06 rifle, #99904	Destroy
198	02-401946	Pellet rifle, with scope, #R318986	Destroy
199	98-404562	Beretta .32 handgun, #L72496	Destroy
200	02-401946	Mossberg 16ga shotgun, no serial #	Destroy
201	00-408737	Raven Arms .25 handgun, #664061	Destroy
202	74-14900	Winchester 30.30 rifle, mdl 94, #3516075	Destroy
203	01-400016	SKS/AK47 rifle, 7.62, #3-1506289	Destroy
204	01-400016	Remington .22 rifle, #2159076	Destroy
205	01-401112	Ruger .357 handgun, #571-49691	Destroy
206	01-401112	VOID	
207	01-401112	Virginia Dragoon .44 revolver, #2531	Destroy
208	01-401112	Sawed off black powdered pistol, no serial #	Destroy
209	01-401112	S&W .40 handgun, #TFJ9560	Destroy

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
GUN LIST FOR DISPOSAL
LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
210	01-401112	Iver-Johnson .38 revolver, #61966	Destroy
211	01-401112	Remington 12ga shotgun, #128395	Destroy
212	01-401112	Winchester mdl 1800, #476870	Destroy
213	01-401112	Savage .300 Win., mdl 110, #F274632, w/ scope	Destroy
214	01-401112	Remington mdl 35 rifle, #11137	Destroy
215	01-401112	Remington .22 rifle, mdl 150M, #70271799	Destroy
216	01-401112	Winchester 30.30 rifle, #2123910	Destroy
217	01-401112	Savage .22 rifle, mdl 63, no serial #	Destroy
218	01-401112	Remington 30.06 rifle, mdl 721, #241856	Destroy
219	01-401112	Premier .22 rifle, no serial #	Destroy
220	01-401112	Indian air/pellet rifle, mdl 956	Destroy
221	89-2273	Browning 30.06 rifle, w/scope, #137RP12739	Destroy
222	99-406379	Eierito Argentino 11.25 mm, #52301-45289	Destroy
223	99-406379	Herters .22 revolver, #63226	Destroy
224	99-406379	Mossberg 12ga shotgun, pump, #L645832	Destroy
225	99-406379	Remington 12ga Wingmaster shotgun, #S175170M	Destroy
226	99-406379	Intrac 9mm assault rifle, #MSA11983	Destroy
227	99-406379	Unknown brand bolt rifle, #U8031	Destroy
228	99-406379	Topper .410 shotgun, #AF255366	Destroy
229	99-406379	SKS assault rifle, #66675	Destroy
230	99-406379	SKS assault rifle, #79567	Destroy

MULTNOMAH COUNTY
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LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
231	99-406379	Remington 1903 rifle, #3215070	Destroy
232	99-406379	Glenfield .22 rifle, #20514394	Destroy
233	99-406379	Fabrica De Arms bolt rifle, #3740	Destroy
234	99-406379	Fabrica De Arms bolt rifle, #6286	Destroy
235	99-406379	Boito .410 shotgun with scope, #430178	Destroy
236	99-406379	Winchester 270 rifle, w/scope, #G1389358	Destroy
237	99-406379	Parris Mussel loader pistol, #3891	Destroy
238	99-406379	Derringer .22 pistol, #216334	Destroy
239	99-406379	Rohn .38 revolver, #335217	Destroy
240	99-406379	Colt .22 revolver, #43898	Destroy
241	99-406379	S&W .44 revolver, #45618	Destroy
242	99-406379	Browning .308 rifle w/scope, #12176RT	Destroy
243	99-406379	Conn. Valley Arms .45 pistol, #335277	Destroy
244	99-406379	Winchester 30.30 rifle #4148315	Destroy
245	99-406379	Glenfield .25 rifle w/scope, #27379266	Destroy
246	99-406379	J.C. Higgins 30.06 rifle w/scope, #10734	Destroy
247	99-406379	Ruger mini 14 .223 rifle, #18076444	Destroy
248	99-406379	Iver Johnson 12ga shotgun, #10382	Destroy
249	99-406379	F.F.V. 300 mag rifle w/scope, #507663	Destroy
250	99-406379	Centurion 7mm rifle w/scope, #W20838	Destroy
251	80-10852	Colt .25 pistol, #343296	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
252	80-10852	Browning 9mm pistol, #595363	Destroy
253	80-10852	Corsair .36 pistol, #0626	Destroy
254	80-10852	One .45 gun barrel, one .44 mag gun barrel	Destroy
255	80-10852	Derringer .22 handgun, #14588	Destroy
256	80-10852	RG .17 cal 38 special Derringer, #41435	Destroy
257	80-10852	Western .38 Derringer, #13956	Destroy
258	80-10852	Western .22 Derringer, #27211	Destroy
259	80-10852	Ruhm Gmeth Brentz .38 Derringer, #78857	Destroy
260	80-10852	Beretta 6.35 handgun, #B41529	Destroy
261	80-10852	Beretta 6.35 handgun, #B43144	Destroy
262	80-10852	Colt .45 revolver, #42039SA	Destroy
263	80-10852	Ruger .41 revolver, #40-02520	Destroy
264	80-10852	Colt .45 pistol, #7410-1M2	Destroy
265	80-10852	Thompson Center Arms .256W pistol, no serial #	Destroy
266	80-10852	RG .17 Derringer, #4480	Destroy
267	80-10852	Frame only, 9mm, no brand, no serial #	Destroy
268	01-403462	Winchester 12ga shotgun, #N459162	Destroy
269	01-401364	Kurtz 9mm handgun, #A16400	Destroy
270	01-401364	Light King 12ga shotgun, #3035382	Destroy
271	98-403267	Fox Savage 16ga shotgun, no serial #	Destroy
272	88-11067	S&W .357 handgun, #33K1862	Destroy

MULTNOMAH COUNTY
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LIST 04-1

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
273	88-11067	Glock 9mm, mdl 17, #CT571US	Destroy
274	88-11067	S&W .22 revolver, #3K26582	Destroy
275	88-11067	S&W .41 revolver, #N135101	Destroy
276	88-11067	Colt .357 handgun, #11234L	Destroy
277	88-11067	Llama 9mm handgun, #943483	Destroy
278	86-6842	H&R Pioneer .22 rifle, #AJ216595	Destroy
279	86-6842	Remington .22 rifle, #2118411	Destroy
280	86-6842	Marlin .22 rifle, #72188401	Destroy
281	81-21575	New Army Model .44 cap&ball revolver, #06843	Destroy
282	81-21575	R.G. .22 revolver, #575707	Destroy
283	81-21575	Llama 9mm handgun, #389612	Destroy
284	95-3697	Norinco 9mm handgun, #723222	Destroy
285	97-5318	Maverick 12ga shotgun, mdl 88, #MV99322B	Destroy
286	03-402321	Iver-Johnson .22 revolver, #H50763	Destroy
287	01-400848	S&W .40 handgun, #22-23860	Destroy
288	01-401034	Ruger .357 revolver, #152-14297	Destroy
289	96-2548	Coast To Coast 12ga shotgun, #G758644	Destroy
290	96-1985	Black powdered pistol, #11117	Destroy
291	96-1985	Black powdered pistol, #07613	Destroy
292	96-1985	American .38 derringer, #547	Destroy
293	96-1985	Excam/Armi .380 pistol, #P003537	Destroy

MULTNOMAH COUNTY
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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
294	96-1985	Iver-Johnson .22 handgun, #AE45604	Destroy
295	92-8027	Enfield .303 rifle, #33824	Destroy
296	92-8027	Unknown brand 12ga shotgun, no serial #	Destroy
297	93-6725	Jennings .380 handgun, #548561	Destroy
298	74-20886	Browning 30.06 rifle, #63729M70	Destroy
299	03-402923	Bryco 9mm handgun, #750965, (2) clips	Destroy
300	73-13715	Ruger .357 revolver, #30-45238	Destroy
301	02-404247	Tanfoglio 9mm pistol, #AE77130	Destroy
302	02-404247	Tanfoglio .45 pistol, #AE41060	Destroy
303	02-404247	AMT .380 pistol, #AA8716	Destroy
304	02-404247	Hi-Standard .22 Derringer, #1512249	Destroy
305	02-404247	S&W .38 revolver, #D258730	Destroy
306	02-404247	S&W .38 revolver, #C809255	Destroy
307	02-404247	Phoenix Arms .25 pistol, #3170692	Destroy
308	02-404247	Taurus .38 revolver, #UD94576	Destroy
309	02-404247	S&W .38 revolver, #245981	Destroy
310	02-404247	Sportarms .22 revolver, #747435	Destroy
311	02-404247	Colt .38 revolver, #M89747	Destroy
312	02-404247	H&R .22 revolver, #AD46895	Destroy
313	02-404247	Taurus .38 revolver, #765698	Destroy
314	02-404247	Beretta .32 pistol, #DAA182456	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
315	02-404247	S&W .38 revolver, #CBE3820	Destroy
316	02-404247	H&R .22 revolver, #AT054058	Destroy
317	02-404247	Rossi .38 revolver, #D807481	Destroy
318	02-404247	Taurus .38 revolver, #NL99945	Destroy
319	02-404247	Colt .32 pistol, #155956	Destroy
320	02-404247	Raven Arms .25 handgun, #1148922	Destroy
321	02-404247	Star-Espana .32 pistol, #423758	Destroy
322	02-404247	Mossberg 12ga, mdl 88 shotgun, #MV75470G	Destroy
323	02-404247	Mossberg 12ga mdl 500A, #J612807	Destroy
324	02-404247	H&R 12ga shotgun, #BA602539	Destroy
325	02-404247	Sears 30.30 rifle, #Y36625	Destroy
326	02-404247	Montgomery Wards 12ga shotgun, #H575205	Destroy
327	02-404247	Browning 12ga shotgun, #22962	Destroy
328	02-404247	Winchester .22 rifle, #D4484	Destroy
329	02-404247	Marlin .22 rifle, #11491437	Destroy
330	02-404247	Remington .22 rifle, no serial #	Destroy
331	02-404247	Winchester .22 rifle, no serial #	Destroy
332	02-404247	Mossberg 12ga, mdl 500AT, shotgun, #G327844	Destroy
333	02-404247	Winchester 30.30 rifle, #2575110	Destroy
334	02-404247	Savage 12ga, mdl 620, shotgun, #22833	Destroy
335	02-404247	Springfield 16ga shotgun, no serial #	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
336	02-404247	AK47S7 .9mm rifle, #8702232	Destroy
337	02-404247	Taurus .38 revolver, #TC15468	Destroy
338	78-23520	Ruger .357 revolver, #33-54336	Destroy
339	01-400216	Remington 12ga shotgun, mdl 870, #A949288M	Destroy
340	01-400216	Beretta 9mm handgun, #BER233922Z	Destroy
341	01-400216	Jennings .22 pistol, #543230	Destroy
342	95-1954	Ruger .22 revolver, #457000	Destroy
343	95-1954	Sig Sauer 9mm handgun, #U369238	Destroy
344	95-1954	RWS air rifle, #422040, with scope	Destroy
345	95-1954	Mossberg 12ga shotgun, mdl 600, #H785545	Destroy
346	95-1954	Ruger 243W rifle, mdl M77, #79-83964	Destroy
347	01-403342	Savage .22 rifle, #703270, with scope	Destroy
348	01-402230	Phoenix .22 handgun, #4205447	Destroy
349	01-402730	Ruger 10/22 rifle, #129-83716, with scope	Destroy
350	80-8029	VOID	
351	77-392	Springfield 12ga shotgun, #5100	Destroy
352	01-405251	Luger 9mm handgun, #039886	Destroy
353	94-4445	S&W .44 revolver, #AEJ2368	Destroy
354	94-45	Ruger .22 pistol, #15-43117	Destroy
355	03-401043	Stevens 12ga shotgun, mdl 940E, no serial #	Destroy
356	03-405904	Marksman BB Pistol, #92667613	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
357	00-403259	Interarms 9mm handgun, #1944153	Destroy
358	03-406367	S&W .38 revolver, #J355905	Destroy
359	03-406367	Marlin .22 rifle, #70258761	Destroy
360	00-405190	Liberty .22 revolver, #5665	Destroy
361	96-5407	Ruger 9mm handgun, #309-45531	Destroy
362	02-400561	Jenning .22 handgun, #066899	Destroy
363		VOID	
364		VOID	
365		VOID	
366	03-406887	Selbstlade 7.65 handgun, #291	Destroy
367	03-401105	Norinco SKS 7.62 rifle, #10255160A	Destroy
368	01-405212	Star .40 handgun, #2004085	Destroy
369	98-405085	Crossman pellet rifle, #695121091	Destroy
370	98-405085	Savage .22 rifle, no serial #	Destroy
371	01-406603	Small crossbow, no serial #	Destroy
372	01-405196	Marksman BB gun, #99360497	Destroy
373	00-406878	Winchester .22 rifle, #208683	Destroy
374	00-406878	Unknown brand carbine rifle, #29587	Destroy
375	01-405486	FMJ .45 handgun, #C00039560	Destroy
376	03-407441	Ruger .22 handgun, #220-92203	Destroy
377	98-400870	Winchester .12 shotgun, #169443	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
378	01-405014	Stevens .22 rifle, #E91906	Destroy
379	03-405772	Davis Ind. .25 handgun, #182238	Destroy
380	03-403597	Colt .45 / Gov. Model handgun, #C160294	Destroy
381	01-408106	Ruger .44 mag. Revolver, #500-94395	Destroy
382	04-400407	Winchester .32 rifle, #1349188	Destroy
383	04-400407	Winchester .16 shotgun, #508007	Destroy
384	04-400407	Stevens .20 shotgun, #4773	Destroy
385	04-400407	Beretta 9mm pistol, #1165	Destroy
386	04-400407	S&W .38 revolver, #144212	Destroy
387	04-400407	U.S. Army .45, model 1911, #1682871	Destroy
388	00-405924	Winchester .12 shotgun, LI2738022	Destroy
389	04-401212	Crossman Pellet Rifle, #592510682	Destroy
390	04-401212	Glenfield 30.30 rifle, #21202678	Destroy
391	04-401212	H7R .12 shotgun, #AY512390	Destroy
392	04-401212	Daisy BB Rifle, No Serial Number	Destroy
393	04-401212	S&W .22 revolver, #M169324	Destroy
394	84-24359	Ruger .44 revolver, #500-65012	Destroy
395	78-19200	S&W .357 revolver, #N265165	Destroy
396	02-401165	Ruger .45 handgun, #661-75865	Destroy
397	02-400393	Remington .22 rifle, #11894	Destroy
398	02-400734	Remington .270 rifle, 8403369	Destroy

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#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
399	02-400734	Savage 30.06 Rifle, #F229635	Destroy
400	None	One box of assorted gun clips & magazines	Destroy
401	00-405063	Mossberg .22 rifle, no serial number	Destroy
402	00-405063	Marlin .22 rifle, no serial number	Destroy
403	00-405063	Winchester 30.30 rifle, #3645735	Destroy
404	00-405063	Mossberg .12 shotgun, #L915947	Destroy
405	04-403323	USSR-made rifle, 1936, serial #228405	Destroy
406	04-403323	Savage .22 rifle, model 6A, no serial #	Destroy
407	04-403262	Remington .22 rifle #3242799	Destroy
408	02-406605	Crossman air pellet gun/black	Destroy
409	03-406787	Winchester 12 GA shotgun, #70892	Destroy
410	00-400464	Ruger .22 pistol, #18-50314	Destroy
411	02-400784	Home built shotgun	Destroy
412	98-401874	Remington 12 GA sawed-off shotgun, #B224509M	Destroy
413	98-404637	Mauser 8mm rifle, #53045	Destroy
414	98-404902	Huntsman .45 rifle, #AL234451	Destroy
415	98-404902	Savage .410 shotgun, #C699573	Destroy
416	02-403046	Military-style rifle, #TC2614	Destroy
417	00-402710	Crossman air rifle, #699124773	Destroy
418	00-402187	Glock .45 handgun, #CGD172US	Destroy
419	01-402357	F.B. Random 9mm handgun, #L1610	Destroy

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420	00-401433	Norinco 9mm handgun, #700204	Destroy
421	01-408309	Lorcin 9mm handgun, scratched off serial #	Destroy
422	04-402318	J.C. Higgins .22 rifle, No serial #	Destroy
423	04-402711	Ruger .22 handgun, #2140434	Destroy
424	04-402711	Hopkins & Allen .32 revolver, #8365	Destroy
425	80-8029	Iver Johnson 12 GA shotgun, #KG1400	Destroy
426	94-6732	Ruger .243 Win rifle with scope, #772-55102	Destroy
427	87-13595	Mossberg 12 GA shotgun, #H225345	Destroy
428	99-408358	Ruger .22 revolver, #65-49159	Destroy
429	00-402437	Imez .380 handgun, #H02163	Destroy
430	04-402450	H&R 12 GA shotgun, #BB485654	Destroy
431	99-402287	Taurus .38 revolver, #KC88970	Destroy
432	99-402030	J.C. Higgins .22 rifle, no serial #	Destroy
433	99-404313	Mak-90 7.62 rifle, #09420	Destroy
434	02-401223	Black powdered pistol, #131023	Destroy
435	02-401223	Stevens .22 rifle, no serial #	Destroy
436	99-402642	Marlin 12 GA shotgun, #KM104955	Destroy
437	99-404553	Remington .22 rifle, #A2226085	Destroy
438	99-404553	Marlin 9mm rifle, #06536252	Destroy
439	99-404553	Norinco 7.62 rifle, #9013418	Destroy
440	99-404553	S&W .38 revolver, #K523657	Destroy
441	99-404553	S&W .357 revolver, #CA20840	Destroy

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442	99-404553	Ruger .22 revolver, #513183	Destroy
443	99-404553	Colt .45 handgun, #LH0224	Destroy
444	02-400824	Revelation 12 GA shotgun, #H637475	Destroy
445	01-407519	Sears .22 rifle, #108960	Destroy
446	01-407519	Remington .270 rifle, #D6848854	Destroy
447	04-403519	Daisy BB rifle, #L632710	Destroy
448	04-403519	Powermaster BB rifle, #699200678	Destroy
449	04-403519	Grey BB rifle, no serial #	Destroy
450	04-403519	Daisy BB rifle, no serial #	Destroy
451	04-403519	Crossman pellet rifle, #98311361F	Destroy
452	04-403519	Black crossbow	Destroy
453	87-1451	Winchester .22 rifle, #F95445	Destroy
454	02-401827	Browning .22 pistol, #655NZ09488	Destroy
455	99-401046	S&W .40 handgun, #PAN5024	Destroy
456	99-401046	VOID	
457	99-401046	Hi Point .45 pistol, #303249	Destroy
458	99-401046	Mossberg 20 GA sawed-off shotgun, no serial #	Destroy
459	98-407368	Japanese 8mm handgun, #27012	Destroy
460	98-407368	Zehna 6.35-cal handgun, #19375	Destroy
461	97-6068	Mitchell .22 rifle, #645307	Destroy
462	97-6068	S&W .22 handgun, #UAA9090	Destroy
463	97-4015	Remington .308 rifle, #A6106872, w/scope	Destroy

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464	97-4015	Savage .22 rifle, no serial #	Destroy
465	97-1527	S&W .357 revolver, #1K89387	Destroy
466	97-1527	Fabrique .25 handgun, #33821	Destroy
467	97-1527	H&R .380 handgun, #HR05596	Destroy
468	97-1527	Longbranch MI .308 rifle, #4963711	Destroy
469	97-1527	Winchester 30.30 rifle, #3587501	Destroy
470	97-1527	Ruger M77 30.06 rifle, #77-93801	Destroy
471	04-404591	Mossberg 12 GA shotgun, no stock, #P581408	Destroy
472	04-404591	Marksman BB pistol, #02138530	Destroy
473	04-404591	PW Arms 9mm handgun, #NM252429	Destroy
474	04-400835	Plainsman BB rifle, #94153374	Destroy
475	84-2459	Savage .300 rifle, #2632, w/scope	Destroy
476	99-403216	Davis .380 handgun, #AP347447	Destroy
477	99-403216	Hebsacker frame only handgun, #27980	Destroy
478	99-402992	Sig Sauer .9mm handgun, #S-139678	Destroy
479	00-401772	Dickson .22 handgun, #103930	Destroy
480	99-401351	Lorcin 9mm handgun, #L099823	Destroy
481	00-400513	Browning 16 GA shotgun, #119148	Destroy
482	00-400513	Ithaca .22 rifle, no serial #	Destroy
483	00-400513	Crossman BB rifle	Destroy
484	00-404451	Stoger 12 GA shotgun, #446796	Destroy
485	78-24947	Winchester 30.30 rifle, #4489090	Destroy

AGENDA PLACEMENT REQUEST

BUD MOD #: DCJ-05

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: August 26, 2004
Agenda Item #: C-4
Est. Start Time: 9:30 AM
Date Submitted: 08/09/04

Requested Date: August 26, 2004

Time Requested: N/A

Department: Community Justice

Division: Adult Services

Contact/s: Shaun Coldwell

Phone: 503 988-3961

Ext.: 83961

I/O Address: 503/250

Presenters: Consent Calendar

Agenda Title: Budget Modification DCJ-05 Adding \$19,991 in Additional Project Safe Neighborhood Grant to the Department of Community Justice Federal/State Fund Budget

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Community Justice (DCJ) recommends approval of budget modification DCJ-05. It will increase the Department's FY05 Federal/State budget by \$19,991 due to a slightly higher Project Safe Neighborhood Grant award than was anticipated.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Project Safe Neighborhoods is a national gun violence reduction strategy spearheaded by the President and the United States Attorney General. The strategy contemplates a multi-disciplinary approach, which combines law enforcement and community outreach to promote deterrence and community prevention. The Project Safe Neighborhood grant

helps fight gun crimes and domestic violence in the Portland metropolitan area. In FY04 the Project Safe Neighborhood grant funded two Probation and Parole Officers assigned to the Domestic Violence Unit and one part-time Probation and Parole Officer position assigned to the Gang Unit. For FY05, this Grant funds the same two Probation Parole Officer positions assigned to the Domestic Violence Unit and one part-time Probation and Parole Officer position assigned to the Gang Unit. This Budget Modification will increase the part-time Gang Unit Officer from a .60 FTE position to a .83 FTE position.

3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** The Federal/State Fund revenue for FY05 is being increased by \$19,991 due to a slightly higher Project Safe Neighborhood Grant award than was anticipated.
- ❖ **What budgets are increased/decreased?** The Federal/State budget for FY05 Adult Services Division is being increased by \$19,991.
- ❖ **What do the changes accomplish?** A Parole and Probation Officer part-time position within the Gang Unit is being increased from 60% of an FTE to 83% for FY05.
- ❖ **Do any personnel actions result from this budget modification? Explain.** A part-time Parole and Probation Officer within the Gang Unit is increased from .60 FTE to .83 FTE.
- ❖ **Is the revenue one-time-only in nature?** Yes
- ❖ **If a grant, what period does the grant cover?** July 1, 2004 through June 30, 2005
- ❖ **When the grant expires, what are funding plans?** The program will be discontinued.

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant-funding detail – is this a one-time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

*Sharon L. Linder for
Joanne Ruler*

Department/Agency Director:

Date: 08/06/04

Budget Analyst

Michael D. Jaspis

By:

Date: 08/06/04

Dept/Countywide HR

Karen Lambetta

By:

Date: 08/06/04

Budget Modification:

DCJ-05

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	Description
			Internal Order	Cost Center	WBS Element						
1	50-10	32080			CJ029.PSN	50170	(207,467)	(227,458)	(19,991)		Incr Revenue for Project Safe Neighborhood Grant
2								0			
3	50-10	32080			CJ029.PSN.DV	60120	4,281	3,697	(584)		Decr Premium \$92,436 x 4%
4	50-10	32080			CJ029.PSN.DV	60240	655	500	(155)		Decr Supplies 2 FTE x \$250
5	50-10	32080			CJ029.PSN.DV	60260	2,060	0	(2,060)		Decr Ed & Training - not allowed by grant
6	50-10	32080			CJ029.PSN.DV	60350	407	400	(8)		Decr Central Indirect .27% rate
7	50-10	32080			CJ029.PSN.DV	60355	6,470	6,350	(120)		Decr Dept Indirect 4.29% rate
8	50-10	32080			CJ029.PSN.DV	60360	213	39	(174)		Decr Finance Ops 7.84% rate
9	50-10	32080			CJ029.PSN.DV	60365	2,695	2,685	(11)		Decr HR Ops 1.82% rate
10								0			
11	50-10	32080			CJ029.PSN.GANG	60000	25,429	41,451	16,022		Incr Salary to 83% FTE (Anderson)
12	50-10	32080			CJ029.PSN.GANG	60120	1,192	1,658	466		Incr Premium base x 4%
13	50-10	32080			CJ029.PSN.GANG	60130	8,193	13,356	5,163		Incr Sal Rel Exp
14	50-10	32080			CJ029.PSN.GANG	60140	6,340	9,130	2,790		Incr Insurance Benefits
15	50-10	32080			CJ029.PSN.GANG	60240	197	176	(21)		Decr Supplies \$250 x 83%
16	50-10	32080			CJ029.PSN.GANG	60260	1,000	0	(1,000)		Decr Ed & Training - not allowed by grant
17	50-10	32080			CJ029.PSN.GANG	60350	188	178	(11)		Decr Central Indirect .27% rate
18	50-10	32080			CJ029.PSN.GANG	60355	2,994	2,822	(172)		Decr Dept Indirect 4.29% rate
19	50-10	32080			CJ029.PSN.GANG	60360	94	14	(80)		Decr Fin Ops 7.84% rate
20	50-10	32080			CJ029.PSN.GANG	60365	1,248	1,194	(54)		Decr HR Ops 1.82% rate
21								0			
22	71-10	3506		711100		50310		254	254		Decr Finance Ops revenue
23	71-10	3506		711100		60240		(254)	(254)		Decrease Finance Ops expense
24	71-10	3506		712006		50310		65	65		Decr HR Ops Revenue
25	71-10	3506		712006		60240		(65)	(65)		Decr HR Ops expense
26								0			
27	50-00	1000		509600		50370		292	292		Decr Dept Indirect Revenue
28	50-00	1000		509600		60170		(292)	(292)		Decr Prof Svc by Dept Indirect
29								0			
								0		0	Total - Page 1
								0		0	GRAND TOTAL

Budget Modification: DCJ-05

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	Description
			Internal Order	Cost Center	WBS Element						
30	19	1000		9500001000		50310		19	19		Decr Central Indirect Reimb Rev in GF
31	19	1000		9500001000		60470		(19)	(19)		Decr CGF Contingency Expenditure
32								0			
33	70-01	3500		705210		50316		(2,790)	(2,790)		Incr Insurance Revenue
34	70-01	3500		705210		60330		2,790	2,790		Insurance Offsetting Expenditure
35								0			
36								0			
37								0			
38								0			
39								0			
40								0			
41								0			
42								0			
43								0			
44								0			
45								0			
46								0			
47								0			
48								0			
49								0			
50								0			
51								0			
52								0			
53								0			
54								0			
55								0			
56								0			
57								0			
58								0			
								0	0		Total - Page 2
								0	0		GRAND TOTAL

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6276	61823	PPO (Anderson)	711615	0.83	41,451	13,356	9,130	63,937
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL ANNUALIZED CHANGES					0.83	41,451	13,356	9,130	63,937

6. CURRENT YEAR PERSONNEL DOLLAR CHANGECalculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	6276	61823	PPO (Anderson)	711615	0.23	16,022	5,163	2,790	23,975
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
TOTAL CURRENT FY CHANGES					0.23	16,022	5,163	2,790	23,975

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-5

Est. Start Time: 9:30 AM

Date Submitted: 08/16/04

Requested Date: August 26, 2004

Time Requested: Consent Calendar

Department: DBCS

Division: Land Use & Transportation Program

Contact/s: Robert A. Maestre

Phone: (503) 988-5001

Ext.: 85001

I/O Address: 455/203

Presenters: Robert Maestre

Agenda Title: Government Expenditure/Revenue Contract (190 Agreement) 4600003710 with the City of Gresham, for Traffic Signal System Improvement Project, Phase 3A and 3B

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Adoption of Intergovernmental Agreement between Multnomah County and the City of Gresham to facilitate the expansion of the traffic signal interconnect system. The Division and Department recommend approval.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

This is a continuation of previous projects to expand the County's traffic signal control network. The original plan developed in October 1995 provided a system to interconnect most of the traffic signals operated by the County in Gresham and the adjacent communities. Phase 2 was completed six years ago and was approved by the Board on March 12, 1998. The Phase 3 project is intended to complete interconnection of the key traffic signals in east County and to prepare and implement signal timing plans to optimize traffic flow and enhance safety. Federal funding in the amount of \$1.25 million has been obtained for Phase 3 of the project. The agreement provides for funding of the

local share of the project (approximately \$150,000) jointly by Multnomah County and the City of Gresham.

3. Explain the fiscal impact (current year and ongoing).

The Phase 3 Signal Optimization project will occur over a two to three years period. The project includes engineering tasks followed by construction. Under the Intergovernmental Agreement, the County is obligated to provide 77 percent of the local share, and the City of Gresham will provide 23 percent. Since the local agencies' staff participation in the engineering and construction of the total project is eligible for reimbursement under the federal grant, the fiscal impact is included in planned staffing levels for the Land Use and Transportation Program for the duration of the Phase 3 Signal Optimization project. Upon the completion of the Phase 3 project, there will be an ongoing need for specialized LUT traffic engineering personnel to make optimum use of the capabilities being implemented with this project. The infrastructure, principally conduit and cabling between intersections, also represents a capital investment that will need to be protected and maintained. Maintenance costs for portions of the system that have been implemented to date have proven minimal. No budget modification is proposed.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**

- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**

- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.

No legal issues have been identified in connection with this Intergovernmental Agreement. The project that will be implemented with approval of this agreement is supported by County policies. By interconnecting the County's signals and improving coordination of their operation, the project will help promote energy conservation, reduce pollution caused by automobiles, and give priority to making optimal use of existing transportation systems. The proposal is supported and linked to County policies.

5. Explain any citizen and/or other government participation that has or will take place.

The interconnect system is designed to increase the efficiency of traffic operations. This concept is supported by regional plans, County plans, and by the City of Gresham's recently adopted Transportation System Plan. Each of these planning documents included major citizen participation efforts. Citizen support for improving transportation efficiency and operations can be taken as support for the implementation of this particular part of our traffic control system.

Required Signatures:

Department/Agency Director: Robert A Maestre

Date: 06/08/04

Budget Analyst

Chyffing

By: _____

Date: 08/16/04

Dept/Countywide HR

By: _____

Date:



IGA Contract

Vendor Address

GRESHAM CITY OF
1333 NW EASTMAN PKWY
GRESHAM OR 97030-3813

Information

Contract Number 4600003710
Date 10/01/2002
Vendor No. 11913
Contact/Phone BCS Transport'n /
X26798
Validity Period: 07/01/2004 - 12/31/2007
Minority Indicator: Not Identified

Estimated Target Value: 115,500.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>*** Validity period changed ***</p> <p>Traffic Signal System Ph 3A-3B w/Gresham</p> <p>Plant: F030 Business & Community Service Requirements Tracking Number: 999 <i>Governmental Agreement with the City of Gresham for Traffic Signal System Improvement Phase 3A and 3B</i> Effective dates: July 1, 2004 - December 31, 2007 Project Manager: Bikram Raghubansh, Senior Traffic Engineer (WBS: TRAFEG540) (Funding: County-77%/Gresham-23%) (Note: Traffic Signal System and Communications Master Plan for East Multnomah County funded jointly by County and City of Gresham was initially completed in October 1995 and updated in September 2001. Phase 2 linked 24 signalized intersections, for a total of 82 intersections, into a coordinated system, under construction.)</p> <p>*** Text changed ***</p>	115,500.000	Dollars	\$ 1.0000

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☒ Not Attached Contract #: 4600003710
Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue CLASS III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Business and Community Services Division: Land Use & Trans Program Date: June 8, 2004
Originator: Robert A. Maestre Phone: (503) 988-5001 Bldg/Rm: 455/224
Contact: Cathey Kramer Phone: x22589 Bldg/Rm: 455/Annex

Description of Contract: Intergovernmental Agreement between Multnomah County and the City of Gresham to improve operation of the County's traffic signal system. Phase 2B was approved on March 12, 1998. This Agreement covers Phase 3A and 3B, continues the approved projects, and provides a cost sharing arrangement for local share of 77% by County/23% by Gresham. The estimated total local share should not exceed \$150,000. The County's engineering and construction tasks are reimbursable expenses and can be offset by utilizing existing County personnel.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):
RFP/BID: RFP/BID DATE:
EXEMPTION #: ORS/AR #:
EFFECTIVE DATE: EXPIRATION DATE:
CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	City of Gresham	* Cost Sharing Agreement	
Address	1333 NW Eastman Parkway	Remittance address	
City/State	Gresham OR 97030	(If different)	
ZIP Code	97030	Payment Schedule / Terms	
Phone	(503) 618-2686 (Jay McCoy)	<input checked="" type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <input type="checkbox"/> Other	
Employer ID# or SS#	N/A	<input type="checkbox"/> Requirements Funding Info:	
Contract Effective Date	07/01/04 Term Date 12/31/07	Original Requirements Amount \$	
Amendment Effect Date	New Term Date	Total Amt of Previous Amendments \$	
Original Contract Amount	\$	Requirements Amount Amendment \$	
Total Amt of Previous Amendments	\$	Total Amount of Requirements \$	
Amount of Amendment	\$		
Total Amount of Agreement	\$ 115,500.00		

REQUIRED SIGNATURES:

Department Manager	<i>MDP Robert Maestre</i>	DATE	6-8-04
Purchasing Manager	<i>[Signature]</i>	DATE	
County Attorney	<i>[Signature]</i>	DATE	8/9/04
County Chair	<i>[Signature]</i>	DATE	08-26-04
Sheriff		DATE	
Contract Administration		APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS	

COMMENTS: (SAP-TRAFEG540)

AGENDA # C-5 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

Traffic Signal System Improvement Phase 3A & B

THIS AGREEMENT is made between the City of Gresham, a municipal corporation (City), herein referred to as City, and Multnomah County, a political subdivision of the State of Oregon (County), herein referred to as County.

The Parties find:

- A. The Traffic Signal System and Communications Master Plan for east Multnomah County, funded jointly by the County and the City, was initially completed in October 1995 and updated in September 2001.
- B. Phase 2 of the Master Plan, which links 24 additional signalized intersections, has completed construction and now provides a coordinated communication network between 82 signals.
- C. The Federal Aid-Surface Transportation Program has committed to providing the City of Gresham \$1,250,000 of federal funds for completing Phase 3 of the Master Plan.
- D. The City has negotiated an agreement with the Oregon Department of Transportation to implement Phases 3A and 3B of the Master Plan, hereinafter referred to as "Project."
- E. The project will consist of Phases 3A and 3B. Phase 3A will hire a consultant to evaluate, select, design, and engineer a traffic adaptive or traffic responsive control system for either the 181st Avenue or Burnside Road corridors. Phase 3B will implement the design with a construction contract for installing the advanced communications and traffic detection infrastructure.
- F. The required match for the \$1,250,000 in federal funds available is estimated at \$150,000.

The Parties agree as follows:

- 1. City will prepare a prospectus, secure grant funds, and execute necessary project agreements with the Oregon Department of Transportation.
- 2. County and City shall co-manage a consultant engineering contract for integrating the intersections and implementing traffic adaptive signal coordination.
- 3. The City and County shall split the funding at 77% County and 23% City for the required match for the federal funds estimated at combined total of \$150,000.

INTERGOVERNMENTAL AGREEMENT

Traffic Signal System-Phase 3A & B

Page 2

4. The County shall furnish all construction engineering, field testing of materials, technical inspection, and project manager services for construction administration of the project.
5. The City shall reimburse the County for 92% of engineering and project manager services for administration of the project accrued by the County from the federal funds and City match. County expenditures not reimbursed by the federal grant will be reimbursed by the City at 23%.
6. The County shall reimburse the City for 8% of engineering and project manager services for administration of the project accrued by the City. City expenditures not reimbursed by the federal grant will be reimbursed by the County at 77%.
7. In the event project expenses exceed the federal grant and local matches as provided herein under Items 3, 5, and 6, the City and the County shall split the excess expenses at 77% County, 23% City, up to a maximum of a 10% overage (\$140,000).
8. The County shall, upon completion of the project, take ownership and maintain the facilities. Energy and maintenance costs shall be shared in accordance with the existing City-County IGA executed July 1, 1995.
9. The County shall, upon completion of the project, retain complete jurisdiction and control of the timing established for operation of the traffic signals.
10. The County shall compile accurate cost accounting records and submit bills to the City no later than 60 days after incurring costs. City shall pay County within 60 days of receiving bills from County.
11. The County and City will conduct a final inspection of the work performed under this agreement and concur that work has been completed in accordance with approved plans and specifications prior to the issuance of final payment.
12. Subject to the limitations of Oregon law, the City shall indemnify the County for and hold the County harmless from all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents with respect to this agreement.
13. Subject to the limitations of Oregon law, the County shall indemnify the City for and hold the City harmless from all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this agreement.
14. The County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

INTERGOVERNMENTAL AGREEMENT

Traffic Signal System-Phase 3A & B

Page 3

15. The City and the County may amend this agreement from time to time by mutual, written agreement.
16. This agreement shall be effective July 1, 2004, or upon the date it is signed by both the City and the County and shall terminate five years from the date or upon final payment by City.

CITY OF GRESHAM

By: _____

Charles J. Becker, Mayor

Date: _____

By: _____

Rob Fussell, City Manager

Date: _____

APPROVED AS TO FORM:
Susan Bischoff, City Attorney

By: _____

Senior Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS FOR MULTNOMAH COUNTY, OREGON

By: _____

Diane Linn, Chair

Date: _____

August 26, 2004

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 0826.04
DEBORAH L. BOGSTAD, BOARD CLERK

REVIEWED:

Agnes Sowle
County Attorney for Multnomah County, Oregon

By: _____

Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #: MCSO 04-EXT-19

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 08.26.04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-6

Est. Start Time: 9:30 AM

Date Submitted: 8/13/04

Requested Date: August 26, 2004

Time Requested: 5 minutes

Department: Sheriff's Office

Division: Business Services

Contact/s: Christian Elkin, Christine Kirk, Larry Aab & Sharie Lewis

Phone: 503.988.4301

Ext.: 84301

I/O Address: 503/350

Presenters: Larry Aab, Sharie Lewis

Agenda Title: Budget Modification MCSO 04-EXT-19 Increasing Revenue and Expenditure Budgets in Special Operations Fund 1516 by \$13,810.32 to Reflect Monies Collected by Multnomah County and Passed Directly through to Other Agencies

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Approve bud mod MCSO 04-EXT-19, which increases revenue and expenditure budgets in fund 1516 (Special Operations) that account for money collected by Multnomah County and passed directly through to other agencies.

The Sheriff's Office requests this bud mod be processed and approved by the Board as soon as possible. The purpose of this bud mod is to allow the County to pass through funds that are collected on behalf of other agencies. Without modifying the FY 03/04 budget to allow us to do so, we incur a budget violation in our audit, and this violation would be reflected in our Certified Annual Financial Report (CAFR). The auditors are working to certify our FY 03/04 numbers for the CAFR now, and will use this bud mod as a sign of correcting the violation for FY 03/04.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.** Under nearly all circumstances, prior year budgets cannot be modified. The exception to the rule is if the budget is for money that is collected by one jurisdiction and passed through to another. Without this exception, found in statute at

ORS 294.450(6), the County would find itself in a double bind whenever it collects more than it budgeted for the pass-through money: overspending a budget is against the law, as is failing to pass through the entire amount collected on another agency's behalf. In FY 03/04, in fund 1516 the Sheriff collected more pass-through funds than were budgeted. The County Special Operations Fund appropriated the approximate amount in the budget based on the current Intergovernmental agreement with the cities participating in this program. However, unanticipated expenses and revenues during the year resulted in unexpected increases in both revenue & expenditures. These did not become obvious until year-end reconciliation.

3. Explain the fiscal impact (current year and ongoing).

This action has no fiscal impact. It allows the County to change prior-year budgets in order to pass through funds collected on behalf of other agencies. It allows the County to avoid legal and/or audit violations.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** FY 03/04 revenue in the Special Operations Fund 1516 under the Alarms Unit is being increased by \$13,810.32.
- ❖ **What budgets are increased/decreased?** FY 03/04 pass-through budgets in the Special Operations Fund 1516 for the Alarms Unit are being increased in order to legally transfer the revenue/expenditures collected to other government agencies.
- ❖ **What do the changes accomplish?** These changes allow the County to legally pass through funds it collected/expended on behalf of other agencies
- ❖ **Do any personnel actions result from this budget modification? Explain.**
No
- ❖ **Is the revenue one-time-only in nature?** No
- ❖ **If a grant, what period does the grant cover?** Not applicable
- ❖ **When the grant expires, what are funding plans?** Not applicable

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

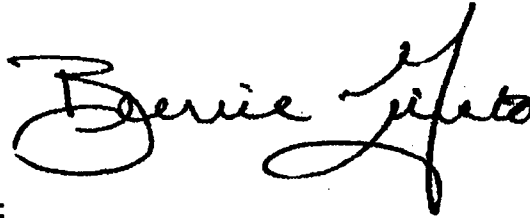
If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**

- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. None other than those noted above.
5. Explain any citizen and/or other government participation that has or will take place. None

Required Signatures:



Department/Agency Director: _____ Date: 08/11/04

Budget Analyst

By:  _____

Date: 08/13/04

Dept/Countywide HR

By: _____

Date:

BUDGET MODIFICATION: # MCSO 04-EXT-19

EXPENDITURES & REVENUES

This bud mod to increase pass-thru funds

Budget Fiscal Year: 03/04

Line No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	60-20	1516		601774		50220	0	(13,810.32)	(13,810.32)		Licenses & Fees
2	60-20	1516		601774		60160	0	13,810.32	13,810.32		Pass-Thru
9											
10											
11											
12											
13											
14											
15											
16								0			
17								0			
18								0			
19								0			
20								0			
21								0			
19								0			
									0	0	Total - Page 1
									0	0	GRAND TOTAL

RETRO BUDMOD REQUEST INFORMATION FOR FY 03/04**FUND: 1516****COST CENTER: 601774****Pass-Through Payments**

From Surplus Revenue:

Maywood Park - Refund	\$	158.52	
Wood Village - Refund	\$	321.22	
Fairview - Refund	\$	1,051.26	
Troutdale - Refund	\$	2,037.86	
Multnomah County - Refund	\$	4,173.75	
Gresham - Refund	\$	13,115.71	
			\$ 20,858.32

From FY03/04 Quarterly Fees:

Gresham 1st Quarter	\$	3,540.00	
Gresham 2nd Quarter	\$	2,144.00	
Gresham 3rd Quarter	\$	3,236.00	
Gresham 4th Quarter	\$	3,184.00	
			\$ 12,104.00

Total Actual Pass-Thru Payments	\$	32,962.32
---------------------------------	----	-----------

Total Budgeted Pass-Thru Pymts	\$	19,152.00
--------------------------------	----	-----------

Amt of Retro-Budmod for FY03/04	\$ 13,810.32
--	---------------------

Retro Budmod is completed to balance the Pass-Thru cost element balance to actuals.

Fund	ost Eleme	Cost Ctr	Amount	Discription
1516	50220	601774	\$ (13,810.32)	Licenses & Fees
1516	60160	601774	\$ 13,810.32	Pass Through Payments

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: C-7

Est. Start Time: 9:30 AM

Date Submitted: 08/17/04

Requested Date: August 26, 2004

Time Requested: N/A

Department: DCHS

Division: Behavioral Health

Contact/s: Jean Dentinger

Phone: (503) 988-5464

Ext.: 27297

I/O Address: 166/5

Presenters: Consent Calendar

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

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**
Requesting approval of designees. The Department of Behavioral Health is recommending approval of the designees in the accordance with ORS 426.215
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.**
Out patient 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 officer 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. As agencies experience staffing turnovers, new staff needs to be trained and authorized.
 - 3. Explain the fiscal impact (current year and ongoing).**
None

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

3. Explain any legal and/or policy issues involved.

In accordance with ORS 426.215

4. Explain any citizen and/or other government participation that has or will take place.

None.

Required Signatures:

Department/Agency Director: _____

Date: 08/18/04

Budget Analyst

By: _____ **N/A**

Date:

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:

Angie Wharfield	Andrea Casey
Lisa Shannon	Kasha Kavanaugh
Tiffani O'Neill	Bryce Hathaway

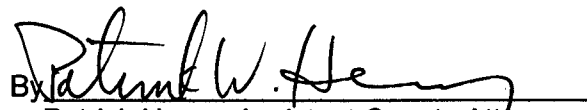
ADOPTED this 26th day of August, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 04-127

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:

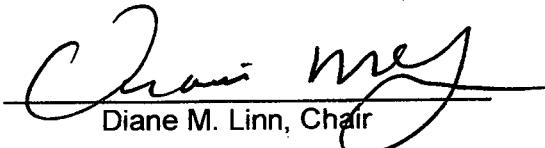
Angie Wharfield
Lisa Shannon
Tiffani O'Neill

Andrea Casey
Kasha Kavanaugh
Bryce Hathaway

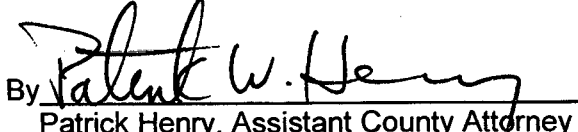
ADOPTED this 26th day of August, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Patrick Henry, Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: UC-1

Est. Start Time: 9:30 AM

Date Submitted: 08/23/04

Requested Date: 8/26/2004

Time Requested: 10 minutes

Department: Health

Division: Director's Office

Contact/s: Gary Oxman

Phone: 503-988-3663

Ext.: 22640

I/O Address: 160/8

Presenters: Gary Oxman

Agenda Title: Government Revenue Contract (190 Agreement) 0410533 with the State of Oregon, Department of Human Services, Designating the Multnomah County Health Department as the "Regional Lead Agency" for Hospital Health System Emergency Preparedness

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

Multnomah County Health Department (MCHD) requests and recommends that the Board a) allow an exception to the normal agenda process, and b) approve by unanimous consent the attached contract that designates the Health Department as the lead agency for staffing hospital/health system preparedness for bioterrorism and other public health emergencies.

Unanimous consent is required because MCHD did not receive the proposed contract from Oregon Department of Human Services (DHS) until August 16, and the funds for the identified activities will revert back to the federal government if they are not obligated by Oregon DHS before August 30.

2. Please provide sufficient background information for the Board and the public to understand this issue.

In the Spring of 2002, DHS received funding from the Health Services and Resources Administration (HRSA) to promote statewide hospital/health system preparedness for

bioterrorism and other public health emergencies. Since that time DHS has engaged stakeholders (including MCHD) in assessing health system preparedness, and creating a framework to improve preparedness. This framework includes dividing the state into seven "Health Preparedness" regions. Multnomah County is part of the NW Oregon region which also includes Clackamas, Washington, Columbia, Clatsop, and Tillamook counties. About \$2M in federal funds are available this year to improve hospital/health system preparedness in this region. Most of these funds will pass from the state via the Oregon Association of Hospitals and Health Systems to hospitals and other health care providers. \$260K is available to provide staff support for these preparedness efforts.

In the Fall of 2001 (prior to the HRSA effort), the MCHD and its sister local health departments in Clackamas, Washington and Clark County (Washington) convened a metropolitan regional approach to health preparedness. This effort has involved all metro area hospitals, medical providers, and other health system representatives. The effort has resulted in an effective voluntary public/private partnership – the Portland Metropolitan Health Preparedness Organization (HPO). The area local health departments have provided staff support for this effort, with Multnomah County being in a lead role. Public and private participants have expressed a high degree of satisfaction with this arrangement, and have requested that it be continued for the next year.

Under this arrangement, MCHD will receive \$260K to hire staff to support and coordinate the ongoing planning effort. Staff will receive broad policy and program direction from the HPO Steering Committee. Staff will receive day-to-day supervision from MCHD management.

3. Explain the fiscal impact (current year and ongoing).

MCHD will receive \$260K from Oregon DHS. This includes funds to hire staff, procure necessary materials and services, and cover usual county indirect costs. Funds will be available immediately, and will cover the period through August 30, 2005. The contract is for a term of one year, but could be extended if additional funding is available from HRSA.

No "match" or other County contribution is required.

The Health Department will submit a budget modification in the near future on a routine (non-emergency) basis.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain: NOT APPLICABLE

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: NOT APPLICABLE

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: NOT APPLICABLE

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

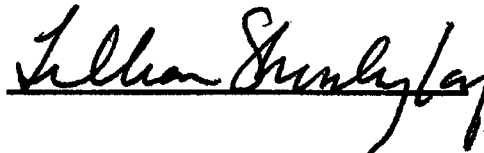
4. Explain any legal and/or policy issues involved.

This activity represents a continuation and formalization of the County's ongoing work to develop a coordinated public/private health response to bioterrorism and other public health emergencies. No significant legal issues are anticipated.

5. Explain any citizen and/or other government participation that has or will take place.

The requested/recommended approach represents the consensus of key public and private parties in local health emergency preparedness. The approach has been specifically approved by the Directors of the Health departments of Clackamas and Washington Counties and the Steering Committee and CEO Group of the HPO. Implementation discussions are ongoing with Clackamas and Washington county health departments as well as those of Columbia, Clatsop, and Tillamook counties. Also see # 2 above.

Required Signatures:



Department/Agency Director:

Date: 08/18/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:



Health Department

**MULTNOMAH COUNTY
OREGON**

Department of Business and Community
Services

1120 SW 5th Avenue, 14th Floor
Portland, Oregon 97204

MEMORANDUM

Date: August 18, 2004
To: Lillian Shirley, Health Department Director
From: Gary Oxman, Health Officer
Subject: Contract #0410533 (#110052) with State of OR, Department of Human Services

HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

Recommendation/Action Requested: Approval of Contract #0410533 (#110052) with State of OR, Department of Human Services is recommended for the period of August 15, 2004 through August 30, 2005. The effective date of this Contract shall be the date on which each party has signed this Contract and shall apply retroactively to August 15, 2004. This Contract is retroactive due to the date of receipt of information.

Analysis: County will serve as regional lead agency to assist in the establishment of the regional healthcare preparedness board and implementation of the regional healthcare preparedness plan for healthcare preparedness. The purpose of the hospital and healthcare system Bioterrorism preparedness program is to fully integrate emergency procedures among all resources: hospitals, acute care medicine, emergency medical services (EMS), local public health agencies and other health assets into appropriate jurisdictional emergency operations plans.

Financial Impact: This is a revenue agreement in the amount of \$260,000.

BAKER LaRisha R

From: WEBER Jacquie A
Sent: Wednesday, August 18, 2004 1:28 PM
To: BAKER LaRisha R
Subject: RE: IGA # 11052 - Regional Lead Agency - Multnomah County

This contract may be circulated for signature. >

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

From: BAKER LaRisha R
Sent: Wednesday, August 18, 2004 9:14 AM
To: WEBER Jacquie A
Subject: FW: IGA # 11052 - Regional Lead Agency - Multnomah County

Hi Jacquie,

Can I have you review the attached agreement from OR - DHS. This is a revenue agreement in the amount of \$260,000 for assistance in the establishment of the Regional Healthcare Preparedness Board and implementation of the Regional Healthcare Preparedness Plan for Healthcare Preparedness.

Thank you,

LaRisha Baker

Contract Specialist
Multnomah County Health Department
Contracts Unit
1120 SW 5th Ave., 14th Floor
Portland, OR 97204
(503) 988-3663 x27499
(503) 988-4098 Fax
larisha.r.baker@co.multnomah.or.us

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

From: CHILTON Darren W
Sent: Tuesday, August 17, 2004 4:29 PM
To: BAKER LaRisha R
Subject: FW: IGA # 11052 - Regional Lead Agency - Multnomah County

Larisha, have you seen this yet. If not can you work with Gary Oxman to get this processed. Thanks.

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

From: GARBER Karen M
Sent: Monday, August 16, 2004 4:14 PM
To: SHOWALTER Richard B; MCDADE Patrick A; CHILTON Darren W
Cc: OXMAN Gary L
Subject: FW: IGA # 11052 - Regional Lead Agency - Multnomah County

Thanks Gary. I reviewed the consideration and payment sections. Although it's not really stated explicitly, I assume

08/19/2004

that this is a cost reimbursement arrangement. Actually, they're fairly clear that the \$30k start-up money is cost reimbursement. But I'm guessing that they mean to say the \$19,166.67 per month is too--i.e. based on actual expenditures and not a flat amount per month regardless of what we spend. The language isn't great but, given the short time in which we have to get it signed, it'll do.

Richard & Pat, heads up new revenue heading our way.

Darren, heads up on a new contract heading our way. I'm hoping you've already seen it but just in case... Karen

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

From: OXMAN Gary L

Sent: Monday, August 16, 2004 10:15 AM

To: GARBER Karen M

Subject: FW: IGA # 11052 - Regional Lead Agency - Multnomah County

Here's the IGA

- Gary

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

From: Allan D VISNICK [<mailto:Allan.D.Visnick@state.or.us>]

Sent: Thursday, August 12, 2004 12:55 PM

To: OXMAN Gary L

Subject: Fwd: IGA # 11052 - Regional Lead Agency - Multnomah County

Gary-the attached was sent to Lillian Shirley this morning. I have not highlighted the sections that have changed since VS 13. However, we did modify the insurance requirements based on your comments.

Allan

Allan D. Visnick
Hospital Bioterrorism Preparedness Coordinator
Public Health Preparedness
Health Services
Department of Human Services
State of Oregon
800 NE Oregon St., Suite 360
Portland, OR 97232
503-731-4660, Ext 698
Cell: 503-572-7658
FAX: 503-731-4690

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☒ Not Attached Contract #: 0410533
Amendment #:

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue CLASS III B <input checked="" type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Interdepartmental Contracts

Department: Health Department Division: Regulatory Health Date: 08/18/04
Originator: Gary Oxman Phone: x22640 Bldg/Rm: 160/8
Contact: LaRisha Baker Phone: x27499 Bldg/Rm: 106/14

Description of Contract: County will serve as regional lead agency to assist in the establishment of the regional healthcare preparedness board and implementation of the regional healthcare preparedness plan for healthcare preparedness.

RENEWAL: ☐ PREVIOUS CONTRACT #(S):
RFP/BID: RFP/BID DATE: ORS/AR #:
EXEMPTION #:
EFFECTIVE DATE: EXPIRATION DATE:
CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor	State of OR - Department of Human Services		John Gardner, Contracts Specialist
Address	800 NE Oregon St, Suite 950		Remittance address
City/State	Portland, OR		(If different)
ZIP Code	97232		Payment Schedule / Terms
Phone	(503) 731-4000 x842		<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Employer ID# or SS#			<input type="checkbox"/> Requirements Funding Info:
Contract Effective Date	08/15/04	Term Date 08/30/05	
Amendment Effect Date	New Term Date		
Original Contract Amount	\$260,000	Original Requirements Amount	\$
Total Amt of Previous Amendments	\$	Total Amt of Previous Amendments	\$
Amount of Amendment	\$	Requirements Amount Amendment	\$
Total Amount of Agreement \$	\$260,000	Total Amount of Requirements	\$

REQUIRED SIGNATURES:

Department Manager [Signature] DATE 8/18/04
 Purchasing Manager [Signature] DATE 8/18/04
 County Attorney [Signature] DATE 8.26.04
 County Chair [Signature] DATE 8.26.04
 Sheriff [Signature] DATE 8.26.04
 Contract Administration [Signature] DATE 8.26.04

COMMENTS:

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # LC-1 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK



**Department of Human Services
Office of Contracts & Procurement**
800 NE Oregon Street, Suite 950
Portland, Oregon 97232
Phone: (503) 731-4000, ext. 842
Fax: (503) 731-4079

EMAIL VERIFICATION PAGE

Please complete the following statement and return it along with the completed signature page(s), for Agreement 110052. If any changes are made to the document, please return the Agreement, in its entirety, via fax. Thank you.

I Lilla Shulby, Health Department Director,
(Name) (Title)

received an electronic copy of Agreement #110052 in the form of a PDF file,

between the State of Oregon, acting by and through the Department of Human

Services, and Multnomah County, by email from John F. Gardner on this date:

Aug 18, 2004.

On Aug 18, 2004, I signed the form of the Agreement without change. A
(Date)

copy of the signature page from this Agreement containing my signature

and dated Aug 18, 2004 is included with this facsimile transmission.
(Date)

After all parties have signed, you will receive a copy of the document for your

records. If you have any questions, please call John F. Gardner at (503) 731-4000,

extension 842.

Enclosure(s)



Oregon

Theodore R. Kulongoski, Governor

Department of Human Services
Administrative Services
Office of Contracts & Procurement
500 Summer St. NE, E-03
Salem, OR 97301-1080
Phone: (503) 945-5818
TTY: (503) 947-5330



Agreement Number 110052
Con #0410533

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audiotape, oral presentation, and electronic format. To request an alternate format call the State of Oregon, Department of Human Services, Office of Forms and Document Management at (503) 945-7021, Fax (503) 373-7690, or TTY (503) 947-5330.

State of Oregon **Intergovernmental Agreement**

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereafter referred to as "Department," and Multnomah County Health Department, hereafter referred to as "Agency".

RECITALS

WHEREAS, the purpose of the Hospital and Healthcare System Bioterrorism Preparedness Program (HHSBPP) is to fully integrate emergency procedures among all resources: hospitals, acute care medicine, emergency medical services (EMS), local public health agencies and other health assets into appropriate jurisdictional emergency operations plans; and

WHEREAS, Department requires the services of Agency as Regional Lead Agency to assist in the establishment of the Regional Healthcare Preparedness Board and implementation of the Regional Healthcare Preparedness Plan for Healthcare Preparedness Region # 1, which includes the following Oregon counties: Multnomah County, Clackamas County, Washington County, Columbia County, Clatsop County, and Tillamook County;

NOW THEREFORE, Department and Agency agree as follows.

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on August 15, 2004, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on August 30, 2005. Agreement termination or expiration shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any default by Agency that has not been cured.

II. Agreement Documents, Order of Precedence: This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A: Statement of Work

Exhibit B: Standard Terms and Conditions

Exhibit C: Insurance

Exhibit D: Required Federal Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit D (c) Exhibit B, (d) Exhibit A, (e) Exhibit C.

III. CONSIDERATION

- A. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is \$260,000.00. Department will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs Work subject to the amendment.
- B. Payments shall be subject to ORS 293.462, and shall be made in accordance with the requirements and guidelines set forth in Exhibit A.

- C. Department will pay only for completed Work under this Agreement.

IV. AGENCY DATA AND CERTIFICATION

- A. Agency Tax Identification and Insurance Information. Agency shall provide Agency's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-020-0410(3). Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Please print and/or type the following information:

Name (exactly as filed with the IRS) Multnomah County Oregon
Address 501 SE Hawthorne, Suite 400 Portland, OR 97214
Telephone: (503) 988 - 3309 Facsimile: (503) 988 - 4098

Proof of Insurance:

Professional Liability Insurance Company _____
Policy # _____ Expiration Date: _____
General Liability Insurance Company _____
Policy # _____ Expiration Date: _____
Auto Insurance Company _____
Policy # _____ Expiration Date: _____
Workers' Compensation Insurance Company _____
Policy # _____ Expiration Date: _____

Federal Tax I.D.# _____

The above information must be provided prior to Agreement approval. Agency shall provide proof of Insurance upon request by Department or Department designee. Department may report the information set forth above to the Internal Revenue Service (IRS) under the name and taxpayer identification number provided.

- B. **Certification.** By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:
1. The undersigned is authorized to act on behalf of Agency and that Agency is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws"

means a state tax imposed by ORS 401.792 to 401.816 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620;

2. The number shown in Section V(A) is Agency's correct taxpayer identification and all other information provided in Section V(A) is true and accurate;
3. Agency is not subject to backup withholding because:
 - i. Agency is exempt from backup withholding;
 - ii. Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified Agency that Agency is no longer subject to backup withholding; and
4. Agency is an independent contractor and is not an officer, employee or agent of the State of Oregon as those terms are used in ORS 30.265.

AGENCY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT AGENCY HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Approved By Agency

<u>Julia Gurney /cy</u>	<u>Multnomah County</u>	<u>8/18/04</u>
Authorized Signature	Title	Date

Approved By Department

_____	_____	_____
Authorized Signature	Title	Date

Local Office:

_____	_____	_____
Signature	Name/Title (printed)	Date

Approved for Legal Sufficiency:

(Required for Agreements in excess of \$ 75,000, unless exempt)

<i>Department's contract file contains a copy of the electronic approval from Jeffrey Wahl.</i>	<i>8/10/04</i>
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_____	_____
Assistant Attorney General	Date

Reviewed by Department Contract Specialist:

_____	_____	_____
Signature	Name (printed)	Date

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-1 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A
Statement of Work

STATEMENT OF WORK
Re: Establishment of Regional Lead Agency

I. DEFINITIONS:

A. Healthcare Preparedness Region (HPR) refers to one of the seven regions (with the boundaries and composition described in Appendix A to this Statement of Work) formed to enable a coordinated response to potential risks or threats of such bioterrorism and public health emergencies at the local, regional and state levels, and to facilitate preparedness planning and budgeting in support of the federal Health Resources and Services Administration (HRSA) bioterrorism cooperative agreement. Regional boundaries are subject to change on recommendation of the RHPBs and consensus of the Hospital and Health System Preparedness Implementation Committee.

B. Hospital and Healthcare System Bioterrorism Preparedness Program (HHSBPP) is a program to improve the preparedness of hospitals and health systems in the State of Oregon to respond to bioterrorism attacks, outbreaks of infectious disease and other public health emergencies. A key strategy of the program is to develop healthcare regions to provide coordinated response to potential risks or threats of such events, at the local, regional and state levels. The Public Health Preparedness (PHP) Program manages this program, which is part of the Office of the State Public Health Officer in Oregon's Department of Human Services (DHS).

C. Hospital and Health System Preparedness Implementation Committee (HPIC): The state-level subcommittee of the Health Preparedness Advisory Committee (HPAC) consisting of representatives from state and private organizations tasked with oversight of the Centers for Disease Control and Prevention (CDC) and Health Resources and Services Administration (HRSA) Cooperative Agreements.

D. Incident Command System: The standardized incident management system that outlines roles and responsibilities of key organizational participants in incident response. It's use between organizations and across jurisdictions helps facilitate communications and response.

E. Regional Healthcare Preparedness Board (RHPB) is a volunteer organization, consisting of representatives of the healthcare delivery and public health systems in each of the seven Healthcare Preparedness Regions throughout the state. The mission of each board

is to develop an integrated surge capacity response to a bioterrorism event or other public health emergencies.

F. Regional Healthcare Preparedness Plan (RHPP) is the plan adopted by the Regional Healthcare Preparedness Board consistent with the requirements of section IV.C.7. of this contract.

G. Regional Lead Agency (RLA) is the healthcare organization or entity within an HPR that will perform the services identified in this Statement of Work.

H. Surge capacity event: A bioterrorism or public health emergency that has the potential to overwhelm healthcare delivery system capacity. Health Resources and Services Administration defines a “surge” event as one that has the potential to create 500 additional acutely ill patients per 1 million population or a proportional number of patients based on regional population.

II. PURPOSE

The purpose of the Hospital and Healthcare System Bioterrorism Preparedness Program (HHSBPP) is to fully integrate emergency procedures among healthcare resources: hospitals, acute care medicine, emergency medical services (EMS), local public health agencies and other health assets into appropriate jurisdictional emergency operations plans.

III. PROJECT OVERVIEW:

This contract is for services of Agency as Regional Lead Agency to assist in the establishment of the RHPB and implementation of the Regional Healthcare Preparedness Plan for Region #1. Deliverables under this contract include:

A. The Regional Lead Agency will identify a single accountable manager who is responsible for deliverables under this contract.

B. The Regional Lead Agency will hire/assign appropriate staff with the knowledge, skill and abilities to accomplish the following:

1. Organize a Regional Health Preparedness Board for Region #1 in accordance with the timelines and requirements set forth in Appendix B to this Statement of Work;
2. In conformance with HRSA and HPIC policies and guidelines, prioritize regional bioterrorism and public health emergency and preparedness needs of components of the

healthcare delivery system in Region # 1 including hospitals, health clinic systems, Emergency Medical Services, etc.;

3. Assist the board in developing, exercising and implementing a Regional Healthcare Preparedness Plan that integrates planning and response of healthcare system participants to bioterrorism and public health emergency events. The Regional Healthcare Preparedness Plan will be developed in coordination with local, city and county emergency planners..
4. Develop annual budgets and requests for expenditures of HHSBPP funding based on regional priorities.

IV. REQUIRED ACTIVITIES BY REGIONAL LEAD AGENCY (RLA)

The RLA shall perform the following activities within the timelines set forth in Appendix: B

A. Required Use of Funds Received from DHS: the RLA shall utilize funds from the State of Oregon for hiring, providing office space to, supervision and general oversight to Regional planning staff, including two Regional Coordinators, and other necessary and reasonable startup costs.

B. The Regional Coordinators shall have the following duties and requirements

1. Be a full time employee of the Regional Lead Agency.
2. Have duties devoted exclusively to development, implementation and maintenance of the HRSA Healthcare Preparedness Region planning, exercising and budgeting process;
3. Assist the Regional Lead Agency in identifying and recruiting appropriate membership for the Regional Health Preparedness Board;
4. Serve as the staff to the Regional Health Preparedness Board;
5. Serve as the Regional Health Preparedness Board liaison to the Region's county public health departments, first responder and emergency management agencies to coordinate integration of RHPB plans into the overall community response;
6. Coordinate with healthcare system participants on the purchase and utilization of equipment and services budgeted by the RHPB.
7. Ensure no supplantation of funding from other grants or funding sources occurs for supplies or activities to support this project.

C. Required Activities Regarding Development of RHPB: The RLA shall, with assistance from the Regional Coordinators:

1. Facilitate formation of a Regional Health Preparedness Board (RHPB) according to the schedule and requirements set forth in Appendix B.
2. Serve as the conduit through which the Regional Coordinators and the Regional Health Preparedness Board provides information to Oregon Health Services and Health Resources and Services Administration staff, including budget proposals and recommendations;
3. Ensure RHPB membership includes invitations for participation to:
 - a) Hospitals within the Healthcare Preparedness Region (HPR)
 - b) Local Health Departments
 - c) Representation from each of the following major components of the healthcare delivery system. It is not the intent that, e.g., all EMS agencies or Federally Qualified Health Centers (FQHCs) clinics be a member. Where appropriate, each of the following groups should be invited to participate, listed without preference or priority as follows:
 - 1) EMS;
 - 2) Tribal clinics;
 - 3) Medical societies;
 - 4) Individual Practice Associations (IPAs);
 - 5) "Major/large" medical groups-subject to local interpretation;
 - 6) Safety net clinics, e.g. FQHCs
 - 7) County emergency management
 - 8) Other first response agencies as appropriate, e.g. HAZMAT or fire
4. Coordinate with the RHPB to develop and adopt a charter for the Regional Health Preparedness Board that outlines its mission and governance. A sample charter is attached as Appendix C. The actual charter should reflect, at a minimum the following elements of the sample charter so as to ensure a necessary minimum amount of consistency throughout the state among the various RHPB's:
 - a) Mission statement;
 - b) Membership and terms of service;
 - c) Governance, including decision making process (consensus and voting process);
 - d) Sub-committee structure as necessary;
 - e) Roles and responsibilities
 - f) Goals and timelines; and
 - g) That the Hospital and Health System Preparedness Implementation Committee (HPIC) and Health Preparedness Advisory Committee (HPAC) have final approval on budget recommendations.

5. Coordinate with the RHPB to assess bioterrorism response capacity for each hospital and other members of the regional healthcare delivery system and prioritize needs based on this assessment.
6. Coordinate with the RHPB to develop budgets in accordance with funding allocated to Region #1 by HPIC based on the needs assessment required in Section IV.C.5 above. Funding allocation documentation will be provided to Agency by DHS. Agency will submit to DHS the RHPB budget for review and approval.
7. Coordinate with the RHPB to develop a Regional Healthcare Preparedness Plan (RHPP) that integrates planning and response of healthcare system participants to bioterrorism and public health emergency events. At a minimum, the RHPP will:
 - a) Include procedures for an integrated and coordinated response by hospitals and major healthcare organizations and adjacent Healthcare Preparedness Regions.
 - b) Be attached to or otherwise integrated with medical annexes in each county emergency plan within the healthcare preparedness region; and
 - c) Describe use of the Incident Command System as it relates to the plan.
 - d) Define both minimum and desirable capabilities for that region that are in conformance with HRSA and HPIC requirements and guidelines and meet the following objectives:
 - 1) Provide medical care for multiple critically ill patients resulting from a surge capacity event.
 - 2) Transfer and refer patients as appropriate according to predefined protocols
 - 3) Sustain local ability to provide emergency health care for up to 72 hours without outside assistance
 - 4) Utilize common emergency medical protocols throughout the region
 - 5) Identify regional sources of equipment, supplies, personnel and other necessary resources in coordination with a statewide resource management plan to be developed
 - 6) In coordination with adjacent and other Healthcare Preparedness Regions, develop plans to provide and receive mutual aid.
 - 7) Exercise regional plans through drills and exercises a regular basis and according to an annual exercise program (See Appendix B, attached);

V. DELIVERABLES FROM REGIONAL LEAD AGENCY (RLA)

- A. Within ten (10) business days of the effective date of this contract, the Agency shall provide a proposed RLA Startup Plan for use of the initial \$30,000 to be paid Agency, explaining how such funds will be used for:
 1. Hiring two Regional Coordinators;
 2. Setting up an office for the Regional Lead Agency; and

3. Related administrative startup costs of the Regional Lead Agency.

B. The Agency shall provide to DHS quarterly reports with the first report due within 90 calendar days of the effective date of this contract to the state's Hospital and Health System Preparedness Implementation Committee on specific progress made in performing the activities described in Section IV.A., IV.B. & IV.C.

VI. PAYMENTS PROVISIONS:

DHS will pay Agency for the work and deliverables described in the Statement of Work as follows:

General: Agency will receive \$260,000.00 for two Regional Coordinators, which will be allocated as follows:

1. up to \$30,000.00 shall be available for payment of startup costs relating to performing the work required under this Contract. Prior to receiving such startup funds, Agency shall submit a startup plan for DHS' approval which shall include a budget in dollar amounts that addresses the Agency's planned startup expenses directed to the unique needs of Region #1. The initial sum of \$30,000.00 will be authorized for an advance payment to the Agency, within 10 business days after execution and all necessary state approvals of the Contract, upon DHS' receipt and approval of a startup plan, (including a proposed budget, timelines for RHPB formation, etcetera) from the Regional Lead Agency for performing the services required by this contract.
2. Thereafter, based on DHS' receipt and approval of report from Agency of work performed during the previous month, DHS will pay Agency on or before the 15th day of such month, amounts up to and including sum of \$19,166.67 (1/12th of \$230,000.00). The report shall summarize Agency's activities and total amounts expended under this contract, including but not limited to travel, board meetings and other planning efforts.
3. Any portion of the \$30,000.00 not used for startup costs shall be available for Agency's costs of employing two Regional Coordinators and related administrative costs.

**Appendix A to Exhibit A (Statement of Work):
Healthcare Preparedness Region (HPR)**

1. The Healthcare Preparedness Region is the basic unit around which surge capacity planning for a bioterrorism or public health emergency takes place and is composed of groupings of contiguous counties.
2. There are seven Healthcare Preparedness Regions in Oregon
3. The following is the list of counties in each region:

Healthcare Preparedness Region (HPR)	Regional Lead Agency	Counties in HPR
1	Multnomah County Health Department	Multnomah Clackamas Washington Columbia Clatsop Tillamook
2	Samaritan Health System	Yamhill Polk Marion Linn Benton Lincoln
3	AHEC Southwest	Lane Douglas Coos Curry
5	Jackson County Health Department	Jackson Josephine
6	Mid Columbia Medical Center	Hood River Wasco Sherman Gilliam
7	AHEC Cascade East (under St Charles Medical	Deschutes Jefferson

Healthcare Preparedness Region (HPR)	Regional Lead Agency	Counties in HPR
	Center)	Wheeler Crook Grant Klamath Lake Harney
9	Union County Health Department	Morrow Umatilla Wallowa Union Baker Malheur

NOTE: Services cannot be paid for before contract is signed

**Appendix B to Exhibit A (Statement of Work):
Selected Schedule of Significant Timelines:¹**

Required Activity:	Projected Due Date:
RLA Startup Plan due to state HRSA staff	10 business days after effective date of contract
Initiate hiring process for RLA Regional Coordinators	14 business days after effective date of contract
State review of startup plan to be completed and, pending discussion and resolution of concerns, authorization to DHS accounts payable for distribution of first \$30,000 to each Regional Lead Agency (see paragraph VI.1. above)	a. Review to be completed by DHS within 5 business days of receipt of Startup Plan b. Authorization to A/P on acceptance of Startup Plan
Formally initiate outreach process for development of Regional Health Preparedness Board	Within 30 days of effective date of contract
Target date for hiring of Regional Coordinators	Within 30 days after effective date of contract
Target date for convening of first RHPB meeting	September 30, 2004
Initiate discussion on and development of draft regional surge response plan	October 15, 2004
Initiate development of process for assessing regional bioterrorism response capacity	October 15, 2004
First quarterly report due	November 15, 2004
Initiate evaluation of findings from regional bioterrorism response capacity evaluation	December 15, 2004
Initiate development of strategy for meeting regional surge capacity needs based on regional evaluations.	January 10, 2004
Initiate development of regional budget for FY 03 funds	January 10, 2004
Orientation discussion on proposed tabletop exercise ²	January 14, 2005

A. _____

¹ Dates listed are estimates subject to revision by DHS. All required activities must be completed no later than August 30, 2005.

² Exercise design and expectations are regional decisions within the requirement that they be focused on bioterrorism.

Required Activity:	Projected Due Date:
Tabletop exercise mobilizing public health and health care surge capacity	January 31, 2005
Submit proposed budget for HRSA FY 2003 funds to DHS	February 10, 2005
Second (quarterly) Report of RHPB due to state	February 15, 2005
Department of Human Services /HPIC to complete review of proposed budget and initiate distribution of funds to Healthcare Preparedness Regions through the OAHHS.	March 15, 2005
Third quarterly report due	May 15, 2005
Functional bioterrorism exercise including at least one hospital	May 31, 2005
Full-scale functional bioterrorism exercise, incorporating surge capacity response and including all hospitals and other key health system elements in the region	Aug 30, 2005
End of year report due	August 30, 2005

Appendix C to Exhibit A (Statement of Work):

**Template for Regional Health Preparedness Board Charter
(MINIMUM ESSENTIAL ELEMENTS)**

<date>

SAMPLE CHARTER TEMPLATE

**Regional Healthcare Preparedness Board
(Region __)**

Mission:

To facilitate development of a regional integrated healthcare system response to bioterrorism and other public health emergencies for surge capacity events. This will be accomplished by:

1. Determine and prioritize the regional bioterrorism and public health emergency and preparedness needs of components of the healthcare delivery system in Region __;
2. Develop budgets for expenditures of HHSBPP funding in accordance with those needs and priorities within Department's Health Resources and Services Administration, Hospital and Health System Preparedness Implementation Committee and Health Preparedness Advisory Committee guidelines; and
3. Develop, exercise and implement a regional, integrated bioterrorism and public health emergency response plan.
4. Ensure that the RHPB regional plans and budgets are being developed according to HRSA, State of Oregon and regional guidelines.

Overview:

Oregon's preparedness mission can only be accomplished if public safety systems at the local, regional and state levels have fully integrated hospitals, acute care medicine, emergency medical services (EMS), public health and other health assets into appropriate regional emergency operations plans. Funding for this effort is through a U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) cooperative agreement, which specifies "critical benchmarks" (see Attachment for list of Health Resources and Services Administration FY 2003 critical benchmarks) that provide the basis for meeting regional preparedness goals.

Governance: The Board governance structure and decision making process to be outlined in this paragraph.

Membership:

The board will strive to represent the health care diversity of the region, including representatives from, but not limited to:

- Each critical care and state psychiatric hospital within the Healthcare Preparedness Region (HPR)
- Each Local Health Department
- Representatives from each of the following major components of the healthcare delivery system (It is not the intent that each and every EMS agency or FQHC clinic be a member, rather that they are represented as a group):
 - a. EMS
 - b. Tribal clinics
 - c. Medical societies
 - d. Individual Practice Associations (IPAs)
 - e. "Major/large" medical groups-subject to local interpretation
 - f. Safety net clinics, e.g. Federally Qualified Health Centers (FQHCs)
 - g. Representation from County Emergency Management
 - h. Representation from other first responder agencies as needed, e.g. HAZMAT or fire

Sub-committees: Developed as necessary

Planning:

The RHPB will develop an integrated plan for healthcare delivery during both human-caused and natural disasters, including an active and cooperative relationship between hospitals, local health departments, emergency management, local medical and community health clinic, tribal organizations, etc. The regional plan will:

1. Integrate with local emergency management agencies, adjacent RHPBs, and the State of Oregon Office of Public Health Preparedness to provide and receive coordinated mutual aid.
2. Define both minimum and desirable capabilities for the region and for its health care components
3. Enable care for multiple critically ill patients resulting from a bioterrorism or other public health emergency (according to HRSA standards --500/1,000,000 population) on a proportional basis
4. Have defined protocols for the transfer and referral of patients as appropriate
5. Describe the local ability to provide emergency health care for up to 72 hours without outside assistance
6. Utilize common emergency medical protocols
7. Reflect the realities of patient referral patterns, established relationships in the

healthcare system, and requirements of the HRSA Cooperative Agreement.

8. Identify regional sources of equipment, supplies, personnel and other necessary resources in coordination with a statewide resource management plan
9. Define utilization of volunteer healthcare workers, Disaster Medical Assistance Teams (DMATs), Medical Reserve Corps, etc.
10. Define funding and management strategies that address both short term and multi-year priorities
11. Describe the process for regional exercise design and implementation.

Research:

In order to form the plan, the RHPB, with the help of the RLA, will:

1. Define entities in the regional healthcare system and their relationships;
2. Develop an understanding of the relative strengths and weaknesses and define the minimal capacities of the health care system with respect to its ability to respond to bioterrorism and other weapons of mass destruction; and
3. Develop an understanding of the priorities as outlined by HPIC.

Funding Allocation:

The RPHB will develop proposed budgets based on identification and prioritization of goods and services needed by hospitals and other components of the healthcare delivery system to respond to a bioterrorism or public health emergency.

Exercises:

The RPHB will develop and exercise regional plans, to include orientations, tabletop exercises, functional exercises and full-scale exercises, on a regular basis and according to an annual schedule.

Meetings:

The RPHB shall establish a regular schedule of meetings that enable the attendance of a majority of its members.

Measurement:

Annually, the Regional Health Preparedness Board will show the extent in which the healthcare system has been strengthened in quantifiable ways to effectively respond to bioterrorism attacks or public health emergencies. Measurements will be linked to HRSA, HPIC and RHPB objectives and operational capacity.

EXHIBIT B

STANDARD TERMS & CONDITIONS

1. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or Department at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Department, any notice transmitted by facsimile must be confirmed by telephone notice to Department's Office of Contracts and Procurement (503) 373-7889. To be effective against Agency, any notice transmitted by facsimile must be confirmed by telephone notice to Agency's contact person listed below. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Allan D. Visnick or delegate
Hospital and Healthcare System
Bioterrorism Preparedness Program (HHSBPP)
800 NE Oregon Street, Suite 360
Phone: 503-731-4660 Ext 698
Fax: 503-731-4078
Email address: Allan.D.Visnick@state.or.us

Notices to Agency:

Lillian Shirley, Public Health Director, or delegate
Multnomah County Health Department
1120 SW Fifth Avenue – 14th Floor
Portland, OR 97204
Phone: (503) 988-3674
Facsimile: (503) 988-4117
Email: lillian.m.shirley@co.multnomah.or.us

2. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
3. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
4. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (and/or any other agency or department of the State of Oregon) and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **AGENCY, BY EXECUTION OF THES AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**
5. **Compliance with Law.** Agency shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services. Without limiting the generality of the foregoing, Agency expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of locally administered public health programs, including without limitation, all administrative rules adopted by the Department related to public health programs; (c) all state laws requiring reporting of Agency Client abuse; (d) ORS 30.670 to 30.685, ORS 659.430 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Department's performance

under this Agreement is conditioned upon Agency's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320 which are incorporated by reference herein. Agency shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), and other recycled products (as "recycled product" is defined in ORS 279.545(6)). All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

6. Assignment of Agreement, Successors in Interest.

- a. Agency shall not assign or transfer its interest in this Agreement without prior written approval of Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement.
- b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

7. No Third Party Beneficiaries. Department and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of Department to assist and enable Department to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

9. Amendment. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required

the Department of Justice. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

10. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
11. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
12. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
13. **Limitation of Liabilities.** Neither party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.
14. **Ownership of Work Product.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, the Department will not own the right, title and interest in any items or materials created or delivered by or for Agency or a Provider in connection with the Services ("Work Product"). With respect to that portion of the Work Product that Agency owns, Agency grants to the Department a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to (i) reproduce, prepare derivative works based upon, distribute copies of, perform and display the Work Product, (ii) authorize third parties to exercise the rights set forth in Section 14.a(i) on the Department's behalf, and (iii) sublicense to third parties the rights set forth in Section 14.a(i). If Agency does not own the Work Product in its entirety, or at all, Agency shall obtain from the owner of the portion of the Work Product that Agency does not own, on the Department's behalf, and in the name of the Department a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license to exercise all of the rights in the Work Product set forth in Sections 14.a(i), 14.a(ii) and 14.a(iii).
 - b. If state or federal law requires that the Department or Agency grant to the United States a license to any Work Product, or if state or federal law requires that the Department or the United States own the Work Product, then Agency shall execute such further documents and instruments as Department may

reasonably request in order to make any such grant or to assign ownership in the Work Product to the United States or the Department.

- c. Agency shall include in its Provider Contracts terms and conditions necessary (i) to ensure that the Agency may grant to or obtain on the Department's behalf and in the name of the Department the licenses set forth in Section 14(a), and (ii) to ensure that Providers execute such further documents and instruments as Department may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 15. **Force Majeure.** Neither Department nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes and war which is beyond respectively, the Department's or Agency's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

- 16. **Confidentiality**

- a. All information as to personal facts and circumstances obtained by the Agency on any client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.
- b. Agency shall maintain the confidentiality of client records in compliance with applicable state and federal law, including, without limitation, any written Department policies made available to Agency by Department, administrative rule adopted by Department implementing the foregoing laws, or any other applicable federal or state law related to the confidentiality of client records. Agency shall maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to the Department for review and inspection as reasonably requested by Department.
- c. Personally identifiable health information will be subject to the transaction, security, and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). Agency will cooperate with Department in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements. This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

- d. Department and Agency will share information as necessary to effectively serve Department clients.
- e. Agency shall require its contractors and subcontractors to comply with, and to require their compliance with these confidentiality requirements.

17. Representations and Warranties

- a. **Agency's Representations and Warranties.** Agency represents and warrants to Department that (i) Agency has the power and authority to enter into and perform this Agreement, (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms, (iii) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession, (iv) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services, and (v) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. **Warranties cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

18. Funds Available and Authorized; Payments. Agency shall not be compensated for Services performed under this Agreement by any other agency or department of the State of Oregon. Department certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Department's current biennial appropriation or limitation. Agency understands and agrees that Department's payment of amounts under this Agreement is contingent on Department receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

19. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between Agency and Department, result in payments to Agency to which Agency is not entitled, Department, after giving written notification to Agency, may withhold from payments due to Agency such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

20. Agency Default. Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by Department to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
- c. Agency (i) applies for or consent to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Agency, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (iii) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

21. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Department fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by Department herein is untrue in any material respect when made.

22. **Termination.**

- a. **Agency Termination.** Agency may terminate this Agreement in whole or in part:
- (i) For its convenience, upon at least thirty days advance written notice to Department, with the termination effective as of the first day of the month following the notice period;
 - (ii) Upon 45 days advance written notice to Department, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or
 - (iii) Upon 30 days advance written notice to Department, if Department is in default under the Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.
- b. **Department Termination.** Department may terminate this Agreement in whole or in part:
- (i) For its convenience, upon at least thirty days advance written notice to Agency, with the termination effective as of the first day of the month following the notice period;
 - (ii) Upon 45 days advance written notice to Agency, if Department does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of Department under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, the Department may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces the Department's legislative authorization for expenditure of funds to such a degree that Department will not longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
 - (iii) Immediately upon written notice to Agency if state or federal laws, regulations or guidelines are modified, changed or interpreted in such a

way that the Department does not have the authority to provide payment for all or part of the work or no longer has the authority to provide payment from the funding source it had planned to use;

- (iv) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Department may specify in the notice;
- (v) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a Provider is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a Provider no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the work impacted by the loss of necessary licensure or certification; or
- (vi) Immediately upon written notice to Agency, if Department determines that Agency or any of its Providers have endangered or are endangering the health or safety of an Agency Client or others.

23. Effect of Termination

a. Entire Agreement.

- (i) Upon termination of this Agreement in its entirety, Department shall have no further obligation to pay Agency under this Agreement.
- (ii) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform work under this Agreement.

b. Termination In Part.

- (i) Upon termination by Department of part of the work, Department shall have no further obligation to pay Agency under this Agreement for that work.
- (ii) Upon termination by Department of part of the work, Agency shall have no further obligation to perform that work.
- (iii) Upon termination by Agency of a part of the work, Department shall have no further obligation to pay Agency under this Agreement for that work.

24. Suspension of the Work

a. Department has the authority to suspend or all or portions of the Work due to the following causes:

- (i) Failure of the Agency to correct unsafe conditions;
- (ii) Failure of the Agency to carry out any provision of the Agreement;
- (iii) Conditions, in the opinion of Department, which are unsuitable for performing the Work;

- (iv) Time required to make any investigation necessary, in the opinion of the Department;
 - (v) Any reason considered to be in the public interest.
- b. Department shall notify Agency in writing of the effective date and time of the suspension and shall notify Agency in writing to resume Work.
- c. During the period of the suspension, Agency shall cease all work under the Agreement.
- d. When the Work is recommenced, the Agency shall complete the Work as though its prosecution had been continuous and without suspension.
- e. Depending on the reason for suspension of the Work, the Agency or Department may be due compensation by the other party. If the suspension was required due to acts or omissions of Agency, Department may assess the Agency actual costs of the suspension in terms of administration, remedial work by another Agency to correct the problem associated with the suspension, and other actual costs related to the suspension. If the suspension was caused by acts or omissions of Department, the Agency may be due compensation for documented, actual costs for stopping and restarting the Work. If the suspension was required through no fault of the Agency or Department, neither party owes the other for the impact.

25. **Insurance.** AGENCY shall maintain insurance as set forth in Exhibit C, which is attached hereto.

26. **Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

27. **SubAgreements.** Agency shall not enter into any subagreements for any of the Services required by this Agreement without Department's prior written consent. In addition to any other provisions Department may require, Agency shall include in any permitted subagreement under this Agreement provisions to ensure that Department will receive the benefit of subcontractor performance as if the subcontractor were the Agency with respect to Sections 4, 5, 6, 7, 12, 14, 16, 17, 26 and 27 of this Exhibit B. Department's consent to any subagreement shall not relieve Agency of any of its duties or obligations under this Agreement.
28. **Survival.** Sections 4, 7, 13, 14, 17, 18, 19, 22, 25, 26 and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice Department's right to enforce this Agreement with respect to any default by Agency that has not been cured.

EXHIBIT C INSURANCE REQUIREMENTS

During the term of this Agreement, Agency shall maintain in force at its own expense, each kind of insurance noted below:

1. Required by Department of employers with one or more workers, as defined by ORS 656.027.

Workers' Compensation: All employers, including Agency, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Agency shall require and ensure that each of its subAgencys complies with these requirements.

2. X Not Required by Department:

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Agreement.

3. X Not Required by Department:

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall provide that the State of Oregon, Department of Human Service and their divisions, officers and employees are Additional Insureds but only with respect to the Agency's services to be provided under this Agreement;

4. X Required by Department

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060), each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. It shall provide that the State of Oregon, Department of Human Service and their divisions, officers and employees are Additional Insureds but only with respect to the Agency's services to be provided under this Agreement;

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Agency or its insurer(s) to Department of Human Services;

6. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, the Agency shall furnish acceptable insurance certificates to Department of Human Services upon request. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Agency shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

EXHIBIT E

REQUIRED FEDERAL TERMS AND CONDITIONS

In addition to the requirements of the Special Provisions Section of Exhibit A, Agency shall comply and, as indicated, require all sub-contractors to comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions

Agency shall comply and require all sub-contractors to comply with all federal laws, regulations, executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, Agency expressly agrees to comply and all sub-contractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 USC 14402.

2. Equal Employment Opportunity

If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all sub-contractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations

If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all sub-contractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368).

Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Department, HHS and the appropriate Regional Office of the Environmental Protection Agency. Agency shall include and require all sub-contractors to include in all contracts with sub-contractors receiving more than \$100,000 in Federal Funds, language requiring the sub-contractor to comply with the federal laws identified in this section.

4. Energy Efficiency

Agency shall comply and require all sub-contractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying

The Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. HIPAA Compliance

If the Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Agency agrees to deliver the Services in compliance with HIPAA. Without limiting the generality of the foregoing, Services funded in whole or in part with financial assistance provided under this Agreement are covered by HIPAA. Agency shall comply and require all sub-contractors to comply with the following:

- a. Privacy and Security Of Individually Identifiable Health Information** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Agency and Department for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. However, Agency shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate Department Privacy Rules, OAR 410-014-0000 *et seq.*, or Department Notice of Privacy Practices, if done by the Department. A copy of the most recent Department Notice of Privacy Practices is posted on the Department web site at http://www.dhs.state.or.us/admin/info_security/priv_forms.htm, or may be obtained from the Department.
- b. Data Transactions Systems** If Agency intends to exchange electronic data transactions with the Department in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Agency shall execute an EDI Trading Partner Agreement with the Department and shall comply with the Department EDI Rules.
- c. Consultation and Testing** If Agency reasonably believes that the Agency's or the Department's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Agency shall promptly consult the Department's HIPAA officer. Agency or the Department may initiate a request for testing of HIPAA

transaction requirements, subject to available resources and the Department's testing schedule.

7. Resource Conservation and Recovery

Agency shall comply and require all sub-contractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

8. Audits

Agency shall comply and, if applicable, require a sub-contractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

9. Debarment and Suspension

Agency shall not permit any person or entity to be a sub-contractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Drug-Free Workplace

Agency shall comply and require all sub-contractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in contractor's workplace or while providing services to the Department Clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs,

and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this contract a copy of the statement mentioned in paragraph c(i) above; (iv) Notify each employee in the statement required by paragraph c(i) that, as a condition of employment to provide services under this contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify the Department within ten (10) days after receiving notice under subparagraph c(iv) from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs c(i) through c(vi); (viii) Require any sub-contractor to comply with subparagraphs c(i) through c(vii); c(ix) Neither Agency, or any of Agency's employees, officers, agents or sub-contractors may provide any service required under this contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or contractor's employee, officer, agent or sub-contractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or contractor's employee, officer, agent or sub-contractor's performance of essential job function or creates a direct threat to the Department Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of the contract.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: UC-2

Est. Start Time: 9:30 AM

Date Submitted: 08/24/04

Requested Date: August 26, 2004

Time Requested: 5 mins

Department: County Human Services

Division: Business Services

Contact/s: Al Stickel and Candace Clarke

Phone: 503.988.5464

Ext.: 83249

I/O Address: 166/5

Presenters: Candace Clarke

Agenda Title: Renewal of Government Revenue Contract (190 Agreement) 0405113 with the Oregon Department of Human Services, for Multnomah County's Mental Health Organization, Verity, to Provide Child, Adolescent and Adult Mental Health Services through the Oregon Health Medicaid Project

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** The Department of County Human Services recommends Board of County Commissioners approval of this revenue agreement for the period October 1, 2004 through September 30, 2005.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** The Department of County Human Services was awarded the contract for the Oregon Health Plan (OHP) Mental Health Organization (MHO), effective November 1997. This agreement continues that relationship.
- 3. Explain the fiscal impact (current year and ongoing).** This revenue agreement provides a monthly Capitation Payment for each OHP Member, for the period beginning on the date of Enrollment and ending on the date of disenrollment. Capitation amounts are listed in the contract in Exhibit L for each OHP Member falling within the designated rate category/county that is enrolled with Contractor for the full month. Dollars will

come to the County on the basis of a capitated rate per eligible member, for each month that member is enrolled in the County's plan. Estimated revenue of \$25,000,834 for the period of October 1, 2004 through September 30, 2005.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: 08/24/04

LEIBBRANDT Heidi J

From: LOPRESTI Kristie M
Sent: Wednesday, August 25, 2004 8:26 AM
To: LEIBBRANDT Heidi J
Subject: FW: E Version of the 04-05 MHO Agreement with Exhibits A through L

Hey Heidi - Here is the e-mail approval for the board item from Patrick. Can you insert it just under the CAF and take it up to Deb Bogstad on the 6th floor?

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

From: HENRY Patrick W
Sent: Wednesday, August 25, 2004 8:11 AM
To: LOPRESTI Kristie M
Subject: RE: E Version of the 04-05 MHO Agreement with Exhibits A through L

This has been reviewed and is approved for circulation for signature.

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

From: LOPRESTI Kristie M
Sent: Tuesday, August 24, 2004 3:49 PM
To: HENRY Patrick W
Subject: FW: E Version of the 04-05 MHO Agreement with Exhibits A through L

<< File: 04-05 Report C4.doc >> << File: 04-05 Exh B.doc >> << File: 04-05 Exh D .doc >>
<< File: 04-05 Exh E.doc >> << File: 04-05 Exh F.doc >> << File: 04-05 Exh G .doc >> <<
File: 04-05 Exh H.doc >> << File: 04-05 Exh I.doc >> << File: 04-05 Exh J.doc >> << File:
04-05 Exh K.doc >> << File: 04-05 Report C1.doc >> << File: 04-05 Report C2.doc >> <<
File: 04-05 Report C3.doc >> << File: 04-05 Exh A.doc >> << File: 04-05 Report C4A&Dir.doc
>> << File: 04-05 Report C4Dir.doc >> << File: 04-05 Report C5.doc >> << File: 04-05
ReportC pages 1-3 08-04-04.doc >> << File: Clean 04-05 Mult ITS MHO Part II.1.doc >> <<
File: Clean 04-05 ITS MHO Part II.2.doc >> << File: Mult 04-05 PART1.doc >> << File: Mult
04-05 Ex. L.doc >> Hi Patrick - Attached is the current 2004-2005 Biennium agreement that
we are trying to have signed by Friday. I will leave a hard copy at your office before I
go home tonight. I spoke to John Dotson at the State and he said there are very few
changes other than what was amended in over the last year. The program managers from
Mental Health went to a briefing meeting last week and do not have any problems with
signing this agreement. You can contact Candace Clarke at ext. 83249 for more information
(she is the business manager) or contact John Dotson at the below number. He will be
sending a matrix with just changes that I will forward to you as well. I hope this puts
your mind at ease. Thanks, Kristie

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

From: DOTSON John S [mailto:John.S.Dotson@state.or.us]
Sent: Tuesday, August 24, 2004 3:32 PM
To: Receipt notification requested
Subject: E Version of the 04-05 MHO Agreement with Exhibits A through L

Kristie,

Attached you'll find the the above mentioned agreement.

Since this so huge I will send the matrix changes in a separate e-mail.

Hope this helps,

John Dotson, OPBC
Contracts Consultant
Department of Human Services
Office of Contracts and Procurement
500 Summer St NE E-03
Salem Oregon, 97301-1080

Phone: (503) 945-5822
Fax: (503) 373-7889
e-mail: John.S.DOTSON@state.or.us

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

Contract #: 0405113

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

Amendment #: 0

Class I	Class II	Class III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Non-Expenditure Class III B <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Interdepartmental Contracts

Department: County Human Services Division: Mental Health/Addiction Services Date: August 24, 2004
 Originator: Al Stickel Phone: 84135 Bldg/Rm: 166/7
 Contact: Lynn Ervins Phone: 26644 Bldg/Rm: 166/5
 Description of Contract: **Renewal of Intergovernmental Revenue Agreement for Multnomah County's Mental Health Organization (MHO), Verity, to provide child, adolescent and adult mental health services through the Oregon Health Medicaid Project.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S):	0310341
RFP/BID: <u>N/A</u>	RFP/BID DATE:	
EXEMPTION #		
EFFECTIVE DATE:	EXPIRATION DATE:	ORS/AR #:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF State Cert# or <input type="checkbox"/> Self Cert <input type="checkbox"/> Non-Profit <input type="checkbox"/> N/A (Check all boxes that apply)		
Contractor Department of Human Services/Oregon Mental Health Services Division Address 500 Summer Street NE, E03 City/State Salem OR Zip Code 97301-1080 Phone 503.945.5818 Employer ID# or SS# 93-0576060		
Contract Effective Date October 1, 2004 Term Date September 30, 2005 Amendment Effect Date _____ New Term Date _____		Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input checked="" type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Other \$ _____
Original Contract Amount \$ 25,000,384 Estimated** Total Amt of Previous Amendments \$ 0 Amount of Amendment \$ 0 Total Amount of Agreement \$ 25,000,384 Estimated**		Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment: \$ _____ Total Amount of Requirements \$ _____
** Revenue amount will be based on a Capitation Payment determined by the number of enrolled members and the cost of provided services. The State did not establish an annual amount.		

REQUIRED SIGNATURES

Department Manager [Signature] DATE 8/24/04
 Purchasing Manager [Signature] DATE 8/25/04
 County Attorney Patrick W. Harty DATE 8-26-04
 County Chair [Signature] DATE 8-26-04
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

COMMENTS: SAP VENDOR CODE: 200647

APPROVED: MULTNOMAH COUNTY

BOARD OF COMMISSIONERS

AGENDA # 062 DATE 08-26-04



Oregon

Theodore R. Kulongoski, Governor

Department of Human Services Administrative Services

Contracts and Procurement Unit

500 Summer Street NE, E03

Salem, OR 97301-1080

(503) 945-5818

Purchasing Fax: (503) 373-7365

Contracts Fax: (503) 373-7889

TTY: (503) 947-5330

August 23, 2004

Subject: 2004-2005 Oregon Health Plan
Mental Health Organization Agreement



To MHO Contractor,

Enclosed you will find one copy of your MHO agreement with four signature pages. While the Agreement does not become effective until October 1, 2004, it is important that the Agreement be executed prior to August 31, 2004 in order for us to send the Agreement to CMS for their 30 day review.

I understand that this is a very short timeline, but it is very important that we have this Agreement executed and back to this office prior to, or on August 30, 2004. Please obtain all necessary signatures required by your organization and return to me ASAP at the following address:

DHS Office of Contracts and Procurements

attn: John Dotson

500 Summer St. NE, E-03

Salem, Oregon 97301-1080

If you have any questions or comments regarding the enclosed documents, you may call Anita Miller at 945-9447 or me at (503) 945-5882.

Sincerely,

John Dotson

Contracts and Procurement Unit

DHS Administrative Services





Oregon

Theodore R. Kulongoski, Governor

Department of Human Services

Administrative Services

Contracts and Procurement Unit

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2004-05 OREGON HEALTH PLAN

MENTAL HEALTH ORGANIZATION AGREEMENT

MULTNOMAH COUNTY (Verity)

#110728



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2004-2005 ITS Oregon Health Plan Mental Health Organization Agreement

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2004-2005 OREGON HEALTH PLAN
Mental Health Organization Agreement

PART I

Contractor Data, Approvals and Signatures

This Agreement is between the State of Oregon, acting by and through its Department of Human Services (DHS), Office of Mental Health and Addiction Services, hereinafter referred to as OMHAS, and

**Department of County Human Services,
Multnomah County**

hereinafter referred to as Contractor. DHS's supervising representative for this Agreement is the OMHAS Community Services Section (CSS) Manager.

I. Organization of Agreement

This Agreement consists of Part I and Part II, Oregon Administrative Rules (OARs) cited herein, and Exhibits A through L, which are attached hereto and incorporated herein by this reference. The definitions that apply to this Agreement are set forth in Exhibit K.

II. Status of Contractor

A. Type of Business:

Contractor is an intergovernmental entity organized under the laws of Oregon, which is serving as a Mental Health Organization (MHO) under this Agreement.

Contractor is not a Health Care Services Contractor as defined in ORS 750.005 (2).

Contractor is not a Federally Qualified Health Maintenance Organization registered as such with the Oregon Department of Consumer and Business Services.

B. Service Area

Contractor's designated Service Area is Multnomah County. Contractor shall serve, under the terms and conditions set forth in this Agreement, Oregon Health Plan (OHP) Clients living in this County who are enrolled with Contractor by DHS as described in Part II, Section IV, Enrollment and Disenrollment, of this Agreement.

C. Status of Contractor

If Contractor is a Health Care Services Contractor as defined in ORS 750.005(2), Contractor shall not provide prepaid health services on a capitated basis to any persons other than OHP Members, unless Contractor meets all statutory and regulatory requirements as a Health Care Services Contractor under ORS Chapter 750.

D. Corporate Activity

Multnomah County agrees to include all of the Multnomah Verity Integrated Behavioral Healthcare Systems' business activities under Corporate Activity when completing Reports C1 through C5. Any changes to the reporting of Corporate Activity shall be approved by OMHAS in writing before implementation.

III. Contractor Information

Pursuant to Internal Revenue Service regulations, Contractors must furnish its Taxpayer Identification Number (TIN) to the State prior to Agreement approval. This information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification number submitted. If the IRS notifies DHS any two years out of three that the name and number given do not match, Contractor could be subject to backup withholding at a rate of 31 percent.

The individual signing this Agreement on behalf of Contractor hereby certifies and swears, under penalty of perjury: (a) that the number shown below is the correct Contractor taxpayer identification number, and that Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS

has notified Contractor that Contractor is no longer subject to backup withholding; (b) that s/he is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed below); (c) that Contractor is an independent contractor as defined in ORS 670.600; and (d) that the information set forth in this Part I, Section IV. Contractor Information, is true and accurate. For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

If Contractor is not a corporation, a county or an intergovernmental entity organized under ORS Chapter 190, or is a professional corporation, then the individual signing this Agreement on behalf of Contractor must certify that Contractor is an Independent Contractor and that the Contractor meets the following standards: (a) that the Contractor is registered under ORS chapter 701 to provide labor or services for which such registration is required; (b) that the Contractor has filed federal and state income tax returns in the name of the Contractor's business or a business Schedule C as part of the personal income tax return, for previous year, or expects to file federal and state income tax returns, for labor or services performed as an independent contractor in the previous year; (c) that the Contractor will furnish the tools or equipment necessary for the contracted labor or services; (d) that the Contractor has the authority to hire and fire employees who perform the labor or services; and (e) that the Contractor represents to the public that the labor or services are to be provided by it's independently established business because four or more of the following circumstances exist: (i) the labor or services are primarily carried out at a location that is separate from the Contractor's residence or is primarily carried out in a specific portion of the Contractor's residence, which is set aside as the location of the business; (ii) commercial advertising or business cards are purchased for the business, or the Contractor has a trade association membership; (iii) telephone listing is used for the business that is separate for the personal residence listing; (iv) labor or services are performed only pursuant to written contracts; (v) labor or services are performed for two or more different persons within a period of one year; (vi) Contractor

assumes financial responsibility for defective workmanship or for services not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

By execution of this Agreement, I, an authorized official of Contractor, certify that I have read this Agreement and Exhibits, and have shared data reporting requirements with Contractor's computer systems personnel to assure that mechanisms are in place to provide for the collection and reporting of data as specified in this Agreement.

Contract Number: 110728

Contract Period: October 1, 2004 through September 30, 2005

LEGAL BUSINESS NAME: Multnomah County

(This must match the name in which your TIN was issued)

Address: 421 SW 6th Street, 7th Floor

City, State, Zip: Portland, Oregon 97204-1618

Telephone: (503) 988-3691

Facsimile Number: (503) 988-3379

TAXPAYER IDENTIFICATION NUMBER: 93-6002309

(Federal Employer Identification Number)

STATE TAX IDENTIFICATION NUMBER: Same as above

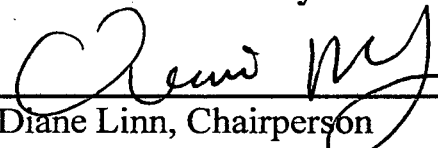
Business Designation

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Limited Liability Partnership
<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Intergovernmental
<input checked="" type="checkbox"/>	Government
<input type="checkbox"/>	Non-Profit Corporation


IV. Signatures

In witness, the parties listed below have caused this Agreement to be executed by their duly authorized officers.

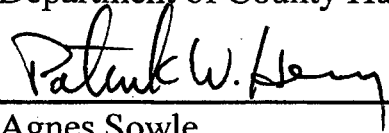
Contractor:
Multnomah County

 8/26/04

Diane Linn, Chairperson Date
Board of County Commissioners

 8/24/04

Patricia Pate, Director Date
Department of County Human Services

 8/25/04

Agnes Sowle Date
Multnomah County Counsel

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-2 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK

**DHS, Office of Mental Health and
Addiction Services:**

Authorized Signature Date
Madeline Olson, Asst. Administrator
Office of Mental Health and Addiction
Services

Approved as to Legal Sufficiency:

Assistant Attorney General Date

Reviewed:

DHS Contracts Coordinator Date

PART II

STATEMENT OF WORK, TERMS AND CONDITIONS

I. Term and Approval

This Agreement shall become effective October 1, 2004 or on the date at which both parties have signed this Agreement and this Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 2005. No work may be performed under this Agreement prior to its effective date.

If DHS wishes to amend this Agreement to extend its effectiveness beyond its current expiration date, DHS shall give Contractor notice, by certified mail, of its desire to extend prior to the expiration date. DHS will provide Contractor with as much advance notice (up to 60 calendar days) as reasonably possible of its desire to extend the effectiveness of this Agreement beyond its current expiration date. Within 14 calendar days of receiving notice, Contractor shall give DHS written notice of its intent regarding extension of this Agreement. In order for any extension of this Agreement to be effective, the extension must be signed by the parties prior to the expiration of this Agreement or any extension thereof and all necessary State of Oregon approvals must be obtained, including approval by the Department of Justice, if required.

II. Interpretation and Administration of Agreement

A. DHS may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to Parts I and II of the Agreement over any exhibits or attachments. In the event that DHS needs to look outside of this Agreement, exhibits, and attachments for purposes of interpreting its terms, DHS shall consider the following sources in the order listed:

1. The Grant Award Letters from the Centers for Medicare and Medicaid Services (CMS) for operation of the Oregon Reform Demonstration (Oregon Health Plan (OHP) Medicaid Demonstration Project), including all special terms and conditions and waivers.

2. The Federal Medicaid Act, Title XIX of the Social Security Act, and its implementing regulations except as waived by CMS for the OHP Medicaid Demonstration Project and the State Children's Health Insurance Program (SCHIP), Title XXI of the Social Security Act, as amended and administered in Oregon by DHS.
 3. The Oregon Revised Statutes concerning the OHP.
 4. Oregon Administrative Rules related to the OHP Medicaid Demonstration Project and State Children's Health Insurance Program concerning mental health Services promulgated by DHS.
 5. Other applicable Oregon statutes and DHS administrative rules concerning the Medical Assistance Program under prepaid capitated plans and Fee-For-Service (FFS) arrangements.
 6. Other applicable Oregon statutes and DHS administrative rules concerning mental health Services.
- B. If Contractor believes that any provision of this Agreement, or DHS's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify OMHAS in writing immediately.
- Any provision of this Agreement which is in conflict with Federal Medicaid statutes, regulations, or CMS policy guidance shall be amended to conform to the provision of those laws, regulations and federal policy.
- C. If Contractor disputes any interpretation, action or decision of DHS concerning this Agreement, including sanctions, recovery, or overpayment actions, Contractor may request an administrative review as described below.

1. Administrative Review

Contractor shall send the request for administrative review to OMHAS Supervising Representative with a postmark within 30 calendar days of the effective date or announcement date, whichever is last, of DHS's interpretation, action or decision which prompted the administrative review request. Contractor must specify the interpretations, actions or decisions being appealed and the reason(s) for the appeal on each interpretation, action or

decision. The appeal shall include any new information or descriptions of actions that will support a change of the original interpretation(s), action(s), or decision(s). Within 60 calendar days of receiving the request for an administrative review, OMHAS Supervising Representative, or designee, shall do the following: determine which interpretations, actions or decisions will be reviewed; grant or deny an administrative review; notify Contractor of the date, time, and location of any applicable administrative review meeting; and issue to Contractor a written decision resulting from the administrative review, if any.

2. Contested Case Hearings

Within 30 calendar days of receiving a denial of the request for an administrative review or of receiving an administrative review decision, Contractor may make a written request for a contested case hearing.

Contractor shall send the request for a contested case hearing to OMHAS Supervising Representative, or designee, with a postmark not later than 30 calendar days following the date of notice of adverse decision resulting from the administrative review process. Contested case hearings shall follow the process described in OAR 410-120-1720, Provider Appeals – Hearing Evidence, through OAR 410-120-1840, Provider Hearings-Role of the Hearing Officer, except that such hearings shall be heard by the Hearings Officer Panel or other independent hearings officer designated by DHS.

- D. Contractor shall notify its Subcontractors and Participating Providers of Contractor's process for resolving issues related to this Agreement.

III. Administrative Rules and Applicable Law

Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work performed under this Agreement, including, but not limited to, all applicable federal and state civil rights and rehabilitation statutes, rules and regulations. Without limiting the generality of the foregoing sentence, Contractor shall comply with all duly promulgated DHS Rules in OAR chapter 309, made applicable by this Agreement, and applicable DHS Rules in OAR Chapter 410 whether in effect at the time this Agreement is

signed or adopted or amended during the term of this Agreement. This includes those rules pertaining to the provision of prepaid capitated health care and Services, OAR Chapter 410, Division 141.

Contractor shall comply with OAR 410-120-1380, which establishes the requirements for compliance with Section 4751 of Omnibus Budget Reconciliation Act (OBRA) 1991 and ORS 127.649, Patient Self-Determination Act. Contractor shall use Oregon Department of Consumer and Business Services approved forms to record compliance with this requirement.

IV. Enrollment and Disenrollment

A. Enrollment

1. Enrollment is the process by which DHS signs on with a particular contractor those individuals who have been determined to be eligible for Services under the OHP Medicaid Demonstration Project and/or the Children's Health Insurance Program. Enrollment is voluntary, except in the case of mandatory enrollment programs, pursuant to OAR 410-141-0060. DHS shall sign on such individuals with contractor selected by the individual. If an eligible individual does not select a contractor, DHS may, pursuant to OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements, elect to assign the person to a contractor selected by DHS. Contractor shall have an open Enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on with Contractor by DHS, unless Contractor is also a Fully Capitated Health Plan (FCHP) and DHS and Contractor have jointly closed Enrollment because Contractor maximum Enrollment limit has been reached or for any other reason mutually agreed to by DHS and Contractor under the FCHP Agreement.

Contractor shall not discriminate, and shall not use any policy or practice that has the effect of discrimination against any individual eligible to enroll on the basis of mental health status or need for Covered Services, on the basis of other Disabling Conditions, or on the basis of race, color, or national origin.

2. An individual becomes an OHP Member for purposes of this Agreement as of the date of Enrollment with Contractor, and as of that date, Contractor shall provide all Covered Services to such individual as required by the terms of this Agreement. For persons who are enrolled on the same day as they are admitted to the hospital, Contractor shall be responsible for said hospitalization. If the person is enrolled after the first day of inpatient stay, the person shall be Disenrolled, and the date of Enrollment shall be the next available Enrollment date following discharge from inpatient hospital Services.
3. Enrollment of individuals with Contractor shall occur on a weekly and monthly basis as described in OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements.
4. DHS shall make available to Contractor Enrollment data files via an electronic bulletin board. Enrollment data files appearing on the bulletin board shall remain there until deleted and replaced with the most recent Enrollment data files resulting from the weekly or monthly Enrollment cutoff and compilations process. For the weekly Enrollment process, an Enrollment data file of new and disenrolled OHP Members shall appear on the electronic bulletin board Thursday morning of each week. For the monthly Enrollment process, Enrollment data files of new, closed and ongoing OHP Members for the next month shall appear on the electronic bulletin board three working days following the date of monthly Enrollment cutoff. An Enrollment listing shall be made available to Contractor by the 5th of the month in which the Enrollments are applicable.

B. Disenrollment

1. An individual is no longer an OHP Member eligible for Covered Services under this Agreement as of the effective date of the OHP Member's Disenrollment from Contractor, and as of that date, Contractor is no longer required to provide Services to such individual under this Agreement.

2. An OHP Member may be disenrolled from Contractor as follows:

a. If requested orally or in writing by the OHP Member for the following reasons:

(1) With cause at any time:

- (a) if the Contractor does not, because of moral or religious objections, cover the Service the OHP Member seeks;
- (b) if the OHP Member needs related Services to be performed at the same time and not all related Services are available within the Provider network and receiving the Services separately would subject the OHP Member to unnecessary risk; or
- (c) for other reasons, including but not limited to, poor quality of care, lack of access to services covered under the Agreement, or lack of access to Participating Providers experienced in dealing with the OHP Member's needs;

(2) At any time, other than with cause:

- (a) after six months of enrollment;
- (b) whenever the OHP Member's eligibility is re-determined by DHS;
- (c) if the OHP Member moves out of Contractor's Service Area;
- (d) if continued enrollment would be detrimental to the OHP Member's health;
- (e) the OHP Member is a Native American, Alaskan Native; or
- (f) for continuity of care.

b. If requested by Contractor because the OHP Member:

- (1) is unruly or abusive to others;
- (2) threatens or commits an act of physical violence

- (3) committed fraudulent or illegal acts such as permitting the use of OHP Member identification card by another person;
 - (4) is suspected of altering a prescription;
 - (5) is suspected of thefts or other criminal acts committed in any Provider's or Contractor's premises;
 - (6) otherwise misused the Medical Assistance Program;
 - (7) is under the jurisdiction of the Psychiatric Security Review Board (PSRB); or
 - (8) for other reasons specified in OAR 410-141-008.
- c. If requested by the PSRB for an OHP Member under its jurisdiction.

OMHAS approval is required for all Disenrollment requests of OHP Members, Contractor, or PSRB for OHP Members under PSRB jurisdiction.

3. The effective date of Disenrollment shall be the first of the month following OMHAS approval for Disenrollment. If Contractor receives a request for Disenrollment from an OHP Member, Contractor shall forward the request to OMHAS within 10 business days. If OMHAS fails to make a Disenrollment determination by the first day of the second month following the month in which the OHP Member files a request for Disenrollment, the Disenrollment is considered approved. For OHP Members under PSRB jurisdiction who are approved for Disenrollment at the request of Contractor or PSRB, the effective date of Disenrollment may be made retroactive to the date the OHP Member was enrolled with Contractor or placed under PSRB jurisdiction, whichever is more recent.
4. If DHS disenrolls an OHP Member retroactively, any Capitation Payments received by Contractor for that OHP Member after the effective date of Disenrollment shall be handled as described in Part II, Section VII, Consideration, Subsection E, Settlement of Accounts.

5. Contractor shall not request Disenrollment of an OHP Member for reasons related to:
 - a. An adverse change in the OHP Member's health status;
 - b. A need for Services;
 - c. Diminished mental capacity;
 - d. Uncooperative or disruptive behavior resulting from the OHP Member's special needs (except when the continued Enrollment seriously impairs Contractor's ability to furnish Services to either the OHP Member or other OHP Members);
 - e. A disability or any condition that is a direct result of the OHP Member's disability; or
 - f. Other reasons specified in OAR 410-141-0080.

V. Statement of Work

The Oregon Health Plan (OHP) has been restructured with the passage of House Bill 2519 which authorized application to the Center for Medicare and Medicaid Services (CMS) to amend and expand the current demonstration project under Section 1115 of the Social Security Act. The restructured OHP program in its entirety is referred to as "OHP2". OHP2 has three components, OHP Plus, OHP Standard and Family Health Insurance Assistance Program.

A. Benefit Package

Contractor shall provide OHP Plus and OHP Standard Benefit Package of Covered Services to OHP Members consistent with OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services; OAR 410-141-0520, Prioritized List of Health Services; and OAR 410-141-0480, Oregon Health Plan Benefit Package of Covered Services. Covered Services shall be sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the Services are provided. Contractor shall ensure that the Services offered are in an amount, duration, and scope that is no less than that furnished to OHP clients under fee-for-service. Contractor may cover, for OHP Members, Services that are in addition to those covered under the State plan.

1. OHP Plus Benefit Package

A benefit package with a comprehensive range of Services available to OHP-Members who are over the age of 65, the disabled, the TANF population, General Assistance recipients, pregnant women and children under the age of 19.

2. OHP Standard Benefit Package

A benefit package that provides basic health care Services for adults who are not otherwise eligible for Medicaid (Parents, Adults/Couples). This benefit package has premiums requirements.

3. Flexible Services

When delivering a Flexible Service (as opposed to using a Flexible Service Approach) and the Provider rendering a Flexible Service is not licensed or certified by a state board or licensing agency, or employs personnel to provide the Service who do not meet the definition for Qualified Mental Health Associate (QMHA) or Qualified Mental Health Professional (QMHP) as described in Exhibit K, Definitions, Provider must meet criteria described in Part II, Section V, Statement of Work, Subsection N, Item 1.a.(2) Credentialing process.

4. Provision of Covered Services

- a. Contractor shall provide reimbursement for Covered Services obtained outside its Service Area when such Covered Services are not available within its Service Area.
- b. Contractor shall exclude or limit Covered Services in accordance with OAR 410-141-0500, Excluded Services and Limitations for Oregon Health Plan Clients.
- c. Contractor shall provide all Covered Services to OHP Members but may require, except in an emergency, that OHP Members obtain such Covered Services from Contractor or Providers affiliated with Contractor. Contractor shall adjudicate Valid Claims within 45 calendar days of receipt. Contractor shall ensure that neither DHS

nor the OHP Member receiving Services are held liable for any costs or charges related to Covered Services rendered to an OHP Member whether in an Emergency or otherwise.

- d. Contractor's obligation to pay for Emergency Services that are received from non-Participating Providers is limited to Covered Services that are needed immediately and the time required to reach Contractor or a Participating Provider (or alternatives authorized by Contractor) would have meant substantial risk to the OHP Member's health or safety or the health or safety of another.

- (1) Covered Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OHP Member to Contractor or a Participating Provider or the designated alternative is precluded because of risk to the OHP Member's health or safety or that of another because transfer would be unreasonable, given the distance involved in the transfer and the nature of the mental health condition.

- (2) Contractor is responsible for arranging for transportation and transfer of the OHP Member to Contractor's care when it can be done without harmful consequences.

- e. Contractor shall pay for Covered Services needed to assess an Emergency Situation. If Contractor has a reasonable basis to believe that Covered Services claimed to be Emergency Services were not in fact Emergency Services, Contractor may deny payment for such Services. Such Services shall not be considered Covered Services. In such circumstances, Contractor shall, within 45 calendar days of receipt of a claim for payment, notify:

- (1) The Provider of such Services of the decision to deny payment, the basis for that decision, and the Provider's right to contest that decision.

- (2) The OHP Member of the decision to deny payment as described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Complaint and Hearings Process.
- f. Contractor shall be responsible for Medicare deductibles, coinsurance and copayments for its OHP Members who are Medicare eligible receiving Covered Services from a Medicare Provider.
 - g. Contractor may not prohibit or otherwise limit or restrict a mental health care professional (acting within the lawful scope of practice) from advising or advocating on behalf of an OHP Member for:
 - (1.) the OHP Member's mental health care status, medical care or treatment options, including any alternative treatment that may be self-administered, regardless of whether Contractor provides benefits for the particular type of care or treatment;
 - (2) any information the OHP Member needs in order to decide among all the relevant treatment options;
 - (3) the risks, benefits, and consequences of treatment or non-treatment;
 - (4) the OHP Member's rights to participate in decisions regarding mental health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
 - h. Contractor shall provide for a second opinion from a qualified mental health care professional within the Provider Panel, or arrange for the ability of the OHP Member to obtain one outside the Provider Panel, at no cost to the OHP Member.
 - i. Contractor is not required to provide coverage or reimburse a counseling or referral Service if Contractor objects to the Service on moral or religious grounds.

Contractor shall notify OMHAS of Services not provided due to moral or religious objections within 30 days of start of Agreement, or whenever a policy is adopted during the period of the Agreement. Contractor shall notify OHP Members upon Enrollment and within 90 days after adopting the policy with respect to any particular Service.

5. Mental Health Services Which are Not Covered Services

Contractor shall assist its OHP Members in gaining access to certain mental health Services that are not Covered Services and that are provided under separate contract with DHS. Services that are not Covered Services include, but are not limited to, the following:

- a. Medical Transportation;
- b. Medication;
- c. Psychiatric Day Treatment for OHP Members under 21 years of age (except for those Services included in the Intensive Treatment Services Pilot Project);
- d. Therapeutic Foster Care reimbursed under HCPC Code S5145 for OHP Members under 21 years of age;
- e. Therapeutic Group Home reimbursed for OHP Members under 21 years of age;
- f. Secure Children's Inpatient program (SCIP) services for OHP members age 14 and under;
- g. Behavioral Rehabilitative Services that are financed through Medicaid and regulated by DHS Services to Children and Families and OYA;
- h. Psychiatric Residential Treatment Services (PRTS) for OHP Members under 21 years of age (except for those Services included in the Intensive Treatment Services Pilot Project);

- i. Child and Adolescent Treatment Program (CATP) at the Oregon State Hospital (OSH) (except for those Services included in the Intensive Treatment Services Pilot Project);
- j. Investigation of OHP Members for civil commitment;
- k. Long Term Psychiatric Care as defined in Section V., B., 3., i., for OHP Members 21 years of age and older;
- l. Preadmission Screening and Resident Review (PASRR) for OHP Members seeking admission to a Nursing Home;
- m. Extended care Services for OHP Members 18 years of age and older including Extended Care Management, Enhanced Care Services provided in DHS Seniors and People with Disabilities Program licensed facilities, "365" Projects, Psychiatric Vocational Projects, PASSAGES Projects, and other Services developed as less restrictive alternatives to Long Term Psychiatric Care at an Oregon State Hospital;
- n. Personal Care in Adult Foster Homes for OHP Members 21 years of age and older;
- o. Other Residential Services for OHP Members 21 years of age and older provided in Residential Care Facilities, Residential Treatment Facilities and Residential Treatment Homes;
- p. Services provided to persons while in the custody of a correctional facility or jail;
- q. Abuse investigations and protective Services as described in OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities, and ORS 430.735 through ORS 430.765, Abuse Reporting for the Mentally Ill; and
- r. Personal Care Services as described in OAR 411-34-000 through 411-34-090 and OAR 309-040-0000 through 309-040-0100.

6. Client Notices

Each time a Service or benefit will be terminated, suspended or reduced, or a request for Service authorization or request for claim payment is denied, Contractor shall issue a Notice of Action. Contractor is not obligated to issue a Notice of Action under one or more of the conditions described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Complaint and Hearings Process. Contractor shall make available in all clinics, Participating Provider offices, and other Service locations frequented by OHP Members, information concerning client notices, Complaints and hearings.

7. Practice Guidelines

Contractor shall adopt practice guidelines that are based on valid and reliable clinical evidence or a consensus of mental health professionals. These practice guidelines must consider the needs of OHP Members, be adopted in consultation with Contractor's Participating Providers, and be reviewed and updated periodically as appropriate. Contractor shall disseminate the practice guidelines to all affected Providers and, upon request, to OHP Member or OHP Member Representative. Decisions for Utilization Management, coverage of services, or other areas to which the guidelines apply, should be consistent with the adopted practice guidelines.

8. Utilization Management

- a. Contractor shall have written Utilization Management policies, procedures and criteria for Covered Services. These Utilization Management procedures shall be consistent with appropriate Utilization control requirements of 42 CFR Part 456.
- b. Contractor may adopt Treatment Parameters or Utilization Guidelines which result in limitations being placed on Covered Services; however, Contractor shall assure that Medically Appropriate level of Covered Services is provided based on the needs of the OHP Member regardless of limits specified in any such Treatment Parameters or Utilization

Guidelines. Contractor may not arbitrarily deny or reduce the amount, duration, or scope of a Covered Service solely because of the diagnosis, type of illness, or condition, subject to the Prioritized List.

- c. If Contractor adopts Treatment Parameters or Utilization Guidelines, Contractor shall provide copies of such existing Treatment Parameters and Utilization Guidelines to OMHAS as of the effective date of this Agreement, within 45 calendar days of change or adoption, and within 30 calendar days of OMHAS request.
- d. Contractor shall disseminate Treatment Parameters or Utilization Guidelines to all affected Providers and, upon request, to OHP Member or OHP Member Representative.
- e. If Contractor adopts Treatment Parameters or Utilization Guidelines, Contractor shall establish an appeal process that allows for an independent clinical review of the decision by one or more QMHPs who were not involved in the original Utilization Management decision. Contractor may use its Complaint process for resolving utilization management appeals.
 - (1) The appeal process of Contractor shall afford those persons requesting Covered Services an expeditious method of reviewing Utilization Management decisions.
 - (2) Contractor shall have written policies and procedures for its Utilization Management appeal process, notify organizations, agencies and Health Care Professionals requesting Covered Services of such process, and, upon request, provide a copy of written Utilization Management appeal policies and procedures.
 - (3) Contractor shall maintain records of all Utilization Management appeals made and shall document all review decisions in writing. Records of Utilization Management appeals and decisions shall be made available, within limits of laws or rules governing

confidentiality, to the person appealing the original Utilization Management decision.

9. Authorization for Services

- a. Contractor shall have procedures in place for the consistent application of review criteria for Service authorization decisions; consult with requesting Provider when appropriate; and that any decision to deny the amount, duration, or scope of a Service request be made by a health care professional who has the appropriate clinical expertise in treating the OHP Member's mental health condition.
- b. Contractor shall have written policies and procedures for processing Service authorization requests received from an OHP Member or any Provider. This process shall include written notification to the OHP Member and the requesting Provider of any decision to deny a Service authorization request, or to authorize an amount, duration, or scope that is less than requested.
- c. For service authorization requests, Contractor shall provide notice as expeditiously as the OHP Member's mental health condition requires, not to exceed fourteen (14) calendar days following receipt of the request for Service, with a possible extension of 14 additional calendar days if the OHP Member or Provider requests extension, or if the Contractor justifies a need for additional information and how the extension is in the best interest of the OHP Member's interest. If Contractor extends the time frame, Contractor shall give the OHP Member and Provider a written notice of the reason for the decision to extend the timeframe and inform the OHP Member of the right to file a grievance if he or she disagrees with that decision. When a decision is not reached regarding a Service authorization request within the timeframes specified above, Contractor shall issue a Notice of Action to the Provider and OHP Member, or OHP Member Representative, consistent with Exhibit G, Oregon Health Plan Mental Health Services Clients Notices, Grievances, Appeals and Hearings Process.

- d. If an OHP Member or Provider requests, or Contractor determines, that following the standard timeframes could seriously jeopardize the OHP Member's life or health or ability to attain, maintain, or regain maximum function, Contractor shall make an expedited Service authorization decision and provide Notice as expeditiously as the OHP Member's mental health condition requires and no later than 3 working days after receipt of the request for Service. Contractor may extend the 3 working days time period by up to 14 calendar days if the OHP Member requests an extension, or if Contractor justifies a need for additional information and how the extension is in the OHP Member's interest.

10. Contractor shall comply with ORS 127.703, Required Policies Regarding Mental Health Treatment Rights Information; Declaration for Mental Health Treatment.

B. Delivery System Configuration

1. Needs Assessment

- a. Contractor shall develop a mechanism for determining the Service demand and unique Service needs of its OHP Members based on, but not limited to, factors such as:
 - (1) Profiles of the Service Area such as: age, gender, ethnicity, and socio-economic indicators;
 - (2) Social indicators such as: unemployment rates, divorce rates, single parent household rate, homelessness rate, immigration, seasonal or transient residents, education levels, teenage pregnancy rate, and income and poverty levels; and
 - (3) Incidence of selected behaviors such as: attempted and completed suicide rates; rate of incarcerated persons with mental illnesses by type of crime; alcohol and drug usage (including arrests) by age, gender and ethnicity; alcohol and drug related deaths; alcohol and drug related motor vehicle accidents and

fatalities; driving under the influence of intoxicants; reported domestic violence activity; child and elder Abuse investigations; nursing facility resident-to-resident abuse rates; diagnoses; school dropout rates; foster care density; and crime rates by type of crime, age, gender and ethnicity.

- b. In accordance with findings of the needs assessment, Contractor shall, on an ongoing basis, adjust its delivery system configuration and Capacity to make available timely and appropriate access to an adequate range and intensity of Covered Services options. These Covered Services options shall be provided in the least restrictive Treatment settings.
- c. Contractor shall coordinate its needs assessment and Service delivery system planning effort with organized planning efforts carried out by the Local Mental Health Authorities of its Service Area.

2. Components of the Delivery System

a. Services Coordination

- (1) Contractor shall have written policies and procedures for the provision of Services Coordination for those OHP Members with unique needs or requiring Services from more than one Local and/or Regional Allied Agency. Such policies and procedures shall be specific to these agencies.
- (2) Contractor shall manage all Covered Services for its OHP Members with unique needs or requiring Services from more than one Local and/or Regional Allied Agency. Such policies and procedures shall be specific to these agencies.

b. Preventive and Early Intervention Services

- (1) Contractor shall establish and conduct preventive mental health and Psychoeducational Programs to decrease the incidence, prevalence, and residual

effects of mental disorders in selected areas of the OHP Member population.

- (a) Contractor shall have screening mechanisms to determine the presence and prevalence of mental disorders in its OHP Membership.
 - (b) Contractor shall develop and adopt programs with the participation of Health Care Professionals, OHP Members, Family members and Local and/or Regional Allied Agencies.
 - (c) Contractor shall have Services that are appropriate to the age, gender, socioeconomic status, ethnicity, clinical history, and risk characteristics of its OHP Membership.
 - (d) Contractor shall have mechanisms to inform its OHP Members, Family members, and Health Care Professionals about its preventive and Psychoeducational Programs.
 - (e) Contractor shall have mechanisms to monitor the use of its preventive and Psychoeducational Programs and assess their impact on the OHP Membership.
 - (f) Contractor shall take actions to improve the appropriate use of preventive and Psychoeducational Programs.
- (2) Contractor shall regularly encourage OHP Members, Health Care Professionals, and Family members to use its preventive and Psychoeducational Programs and Services.

c. Rehabilitative Treatment Services

- (1) Contractor shall establish and make available Services for OHP Members who have non-urgent or non-Emergency needs for Covered Services. These

Services shall include Rehabilitative Covered Services.

- (2) Contractor shall establish written policies and procedures that ensure Covered Services, which are Rehabilitative, are provided within Medically Appropriate time frames.

d. 24 Hour Urgent and Emergency Response System

- (1) Contractor shall provide covered mental health Emergency Services that are needed immediately, or appear to be needed immediately by a prudent layperson, because of a sudden mental health condition. Contractor is responsible for coverage and payment for mental health Emergency Services and Post-Stabilization Services which are medically Appropriate, until the emergency is stabilized, including those of non-participating mental health practitioners or licensed facilities. Contractor may not deny payment for covered mental health Emergency Services or Post-Stabilization Services obtained under either of the following circumstances:

- (a) an OHP Member had an Emergency Situation, including cases in which a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual in serious jeopardy, serious impairment or dysfunction of any bodily part or organ
- (b) when a representative of the Contractor, or its Providers, instructs the OHP Member to seek Emergency Services.

- (2) Contractor may not limit what constitutes an Emergency Situation on the basis of lists of diagnoses or symptoms.

- (3) Contractor may not refuse to cover Emergency Services based on Provider's failure to notify Contractor within 10 calendar days of the OHP Member's presentation for Emergency Services.
- (4) An OHP Member who presents for Emergency Services may not be held liable for payment of subsequent Services needed to diagnose the specific condition or stabilize the OHP Member.
- (5) The attending physician, or the Provider actually treating the OHP Member, is responsible for determining when the OHP Member is sufficiently stabilized for transfer or discharge, and that determination is binding on Contractor.
- (6) Contractor is financially responsible for Post-Stabilization Services under the following circumstances:
 - (a) Post-Stabilization Services have been authorized by Contractor, or Contractor's delegated entity;
 - (b) Post-Stabilization Services were provided to maintain the OHP Member's stabilized condition within 1 hour of a request to the Contractor, or Contractor's delegated entity for pre-approval of further Post-Stabilization Services;
 - (c) Post-Stabilization Services were provided to maintain, improve, or resolve the OHP Member's stabilized condition if Provider does not receive a response to a request for pre-approval within 1 hour; the Contractor, or Contractor's delegated entity cannot be contacted; or an agreement cannot be reached between Contractor's delegated entity and Provider and Contractor is not available for consultation. In this situation, the treating Provider may continue Services to the OHP Member until Contractor can be reached.

- (7) Contractor is financially responsible for Post-Stabilization Services that have not been pre-approved when:
 - (a) Contractor's Participating Provider with privileges at the treating hospital assumes responsibility for the OHP Member's care;
 - (b) Contractor's Participating Provider assumes responsibility for OHP Member's care through transfer;
 - (c) Contractor's delegated entity and Provider reach an agreement concerning the OHP Member's care; ;or
 - (d) The OHP Member is discharged.
- (8) Contractor shall establish, consistent with OAR 410-141-0140, Oregon Health Plan Prepaid Health Plan Emergency and Urgent Care Medical Services, an Urgent and Emergency Response System that operates 24 hours per day, 7 days per week.
- (9) Contractor shall have, and adhere to, written policies and procedures for an Emergency Response System that provides an immediate, initial and/or limited duration response consisting of: a telephone or face to face screening to determine the nature of the situation and the person's immediate need for Covered Services; capacity to conduct the elements of a mental health Assessment that are needed to determine the interventions necessary to begin stabilizing the crisis situation; development of a written initial Services plan at the conclusion of the mental health Assessment; provision of Covered Services and/or Outreach needed to address the Urgent or Emergency Situation; and linkage with the public sector crisis services, such as precommitment.

e. Involuntary Psychiatric Care

- (1) Contractor shall make a reasonable effort to provide Covered Services on a voluntary basis and consistent

with current Declaration for Mental Health Treatment in lieu of involuntary treatment.

- (2) Contractor shall have written policies and procedures describing the Appropriate use of Emergency Psychiatric Holds and alternatives to Involuntary Psychiatric Care when a less restrictive voluntary Service will not meet the Medically Appropriate needs of the OHP Member and the behavior of the OHP Member meets legal standards for the use of an Emergency Psychiatric Hold.
- (3) Contractor shall only use psychiatric inpatient facilities and non-inpatient facilities certified by DHS under OAR 309-033-0200 through 309-033-0340, Standards for the Approval of Facilities that Provide Care, Custody and Treatment to Committed Persons or to Persons in Custody or on Diversion, to provide Emergency Psychiatric Holds.
- (4) Contractor shall comply with ORS Chapter 426, OAR 309-033-0200 through 309-033-0340, and OAR 309-033-0400 through 309-033-0440 for involuntary civil commitment of those OHP Members who are civilly committed under ORS 426.130.
- (5) Contractor shall administer Medication to OHP Members held or civilly committed under ORS Chapter 426, regardless of setting, only as permitted by applicable statute and administrative rule. Contractor shall not transfer civilly committed OHP Members to a State Hospital for the sole purpose of obtaining authorization to administer Medication on an involuntary basis.

f. Acute Inpatient Hospital Psychiatric Care

- (1) Contractor shall maintain agreements with local and regional hospitals for the provision of emergency and non-emergency hospitalization for OHP Members with mental disorders that require Acute Inpatient

Hospital Psychiatric Care. Hospitals selected must comply with standards as described in Part II, Section V. Statement of Work, Subsection N, Credentialing Process, Item 1.b. and c.

- (2) Contractor shall cover the cost of Acute Inpatient Hospital Psychiatric Care for OHP Members who do not meet the criteria for Long Term Psychiatric Care.
- (3) Contractor may request of OMHAS Extended Care Management Unit (ECMU) the transfer of an OHP Member from an Acute Inpatient Hospital Psychiatric Care setting to a highly secure psychiatric setting when Contractor believes that the extremely assaultive behavior of the OHP Member warrants such a setting. If the OHP Member does not consent to such a transfer, Contractor may, subject to applicable law, initiate an Emergency Psychiatric Hold and a precommitment investigation. The care rendered to an OHP Member transferred to a highly secure psychiatric setting at Contractor's request is a Covered Service and the cost thereof shall be borne by Contractor unless and until the OHP Member is determined Appropriate for Long Term Psychiatric Care in accordance with the process described in this Agreement. If the OHP Member is admitted to a State Hospital, Contractor shall pay the usual and customary rates for this level of Service until such time as the OHP Member is discharged or determined Appropriate for Long Term Psychiatric Care.
- (4) Contractor shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care for OHP Members in the care and custody of DHS Children, Adults, and Family Services or Oregon Youth Authority (OYA) with such OHP Member's DHS Services to Children and Families or OYA case manager. For an OHP Member placed by DHS Children, Adults, and Family Services through a Voluntary Child Placement Agreement (SCF form

499), coordination shall also occur with such OHP Member's parent or legal guardian.

g. Contractor shall take into consideration the Service needs of OHP Members with Special Health Care Needs when establishing its Provider network.

h. Intensive Treatment Services Pilot Program

- (1) The Intensive Treatment Services Pilot Program is a range of service components in a system of care inclusive of Psychiatric Residential Treatment Services, Psychiatric Day Treatment Services, Psychiatric Residential Assessment and Evaluation Services and services at the Child and Adolescent Treatment Program (CATP) unit at the Oregon State Hospital.
- (2) Contractor shall provide Psychiatric Residential Treatment Services, as well as other services as determined by Contractor, to provide active psychiatric treatment for children and adolescents with severe mental or emotional disorders whose needs cannot be adequately addressed in traditional settings. Contractor shall provide Medically Appropriate services in the least restrictive setting at a level consistent with the continued stay criteria for the services that were included in the Intensive Treatment Services Pilot Project Request for Information dated February 11, 1999, which is incorporated herein by this reference.
- (3) The maximum number of children to be served under this Agreement for the ITS Pilot Program shall be:

50 (fifty) children
- (4) Contractor shall notify OMHAS monthly of its OHP Members that are identified to participate in the ITS Pilot Program.

- (a) DHS will send Contractor a pre-printed Turnaround Document (TAD) each month with the names of the OHP Members participating in the ITS Pilot Program;
 - (b) Contractor will review the TAD, make the necessary changes, and forward the TAD to OMHAS within three (3) working days of receipt of the document. Delay of the return of the TAD will cause delay of the monthly payment to Contractor;
 - (c) OMHAS will verify the OHP member's eligibility and enrollment with Contractor, as well as check to ensure that duplicate payments are not being made for the OHP Member to the ITS provider through any other contracts with DHS;
 - (d) Once all information on the TAD is verified, OMHAS will notify the DHS Community Accounting Office to issue the monthly payment to Contractor .
- (5) An ITS payment will be made monthly to Contractor on the 15th day of each month, or the next working day if the payment day falls on a weekend or holiday. The payment will be the daily case rate identified in Section V.,B., h., (6) times the days in which qualified participating OHP Members are in the ITS Pilot Program. The maximum payment will be the maximum number of children for which payment is received times the actual days in any given month. OMHAS will make adjustments to the monthly payment in the event that there are days for which the number of qualified participating OHP Members is fewer than the maximum number specified in Section V.B.2. g.(3).
- (6) The ITS Pilot Program rate methodology is based on a blended case rate model. The model calculates the

number of dedicated slots times the weighted average daily slot cost for the specific providers participating, times the budgeted days per year to get a Budgeted Service Cost. An additional administrative cost is added to establish a Total Fund Cost. The total number of dedicated slots is then divided in the Total Fund Cost to establish a blended case rate. The Yearly Blended Case Rate is divided by 365 (days per year) to establish a daily case rate:

\$248.22 per day per qualified participating enrollee

- (7) Contractor shall work closely with OMHAS to ensure continuous enrollment for children entering into the ITS Pilot Program who are placed in treatment facilities outside Contractor's Service Area, as defined in Part I, Section III.B. Contractor shall notify OMHAS when an enrollee is admitted to an ITS Pilot Program, as well as when the enrollee is scheduled for discharge from the program. OMHAS will work with allied agencies to make the system adjustments that are necessary to accomplish continuous enrollment with Contractor. Eligibility determinations will not be affected and will continue to be subject to the DHS criteria for participation in the OHP.
- (8) SSI disability payments are considered a primary payer resource for children who qualify for and received Supplement Security Income (SSI) disability payments and are enrolled in Psychiatric Residential or Psychiatric Residential Assessment and Evaluation treatment programs, or other out-of-home placement, for longer than thirty (30) days where Contractor has payment responsibility for room and board in addition to clinical services. Under federal rules and guidelines, if a beneficiary is receiving care in a federal, state, or private facility because of mental or physical incapacity, a portion of the SSI disability payment is to be used for the beneficiary's costs incurred for room and board to offset other federal resources. Therefore, the monthly payment to

Contractor for these children will be reduced, as required by federal law, by an amount determined by DHS. Contractor, or their subcontracted providers, will be responsible for recovery of the portion of the SSI disability payment from the parents and guardians of the child to apply to the cost of the program. Contractors will notify OMHAS when an ITS child who receives SSI payments is placed in a treatment setting outside the home for more than thirty (30) days, at which time Contractor's monthly payment for that child will be reduced. Contractor will notify OMHAS when the child is returned to the home to reinstate the full payment of the monthly rate.

- (9) Contractor will not restrict services for children in the ITS Pilot Program, but will provide all Medically Appropriate services covered in the MHO Agreement for mental health services in the OHP benefit package including flexible services that Contractor may develop for children with this level of need.
- (10) Contractor shall ensure that all programs involved in the ITS Pilot Program meet the Credentialing Standards as outlined in Section V, Subsection N of the MHO Agreement and are licensed and certified by DHS under the Applicable Oregon Administrative Rules for the Program.
- (11) Contractor shall have policies and procedures in place to assure timely reimbursement to participating providers in the ITS Pilot Program.
- (12) Contractor shall have written policies and procedures describing the admission and discharge criteria for a child requiring ITS Pilot Program level of care. Process shall include the active participation of the family, allied agencies, and other persons involved in the child's care. Process shall be consistent with that described in Contractor's response to the Intensive Treatment Services Pilot Project Request for Information dated February 11, 1999.

- (13) Contractor shall be required to submit additional reports and information as identified by OMHAS for the purposes of research and evaluation of the ITS Pilot Program. OMHAS will continue to contract with a professional review organization for an independent review to collect clinical information for children served through the ITS Pilot Program.
- (14) OMHAS reserves the right to terminate the ITS Pilot Program services identified in the MHO Agreement by mutual consent of both parties or by either party upon thirty (30) calendar days written notice.

3. Integration and Coordination

Contractor shall ensure that in the process of coordinating care, the OHP Member's privacy is protected consistent with the confidentiality requirements in 45 CFR parts 160 and 164 subparts A and E, to the extent that they are applicable, and consistent with other State law or Federal regulations governing privacy and confidentiality of mental health records.

a. Mental Health Services Which Are Not Covered Services

Contractor shall coordinate Services for each OHP Member who requires Services from agencies providing mental health Services that are not Covered Services. These Services include, but are not limited to, those listed in Section V. Statement of Work, Subsection A, Benefit Package, item 3, Mental Health Services Which Are Not Covered Services.

- (1) Contractor shall assist OHP Members who are children and adolescents in gaining access to intensive treatment services, such as Psychiatric Residential Treatment Services, Psychiatric Residential Assessment and Evaluation Services, Psychiatric Day Treatment Services, the Secure Children's Inpatient Program (SCIP), or services at the Child and Adolescent Treatment Program (CATP) unit at the

Oregon State Hospital, when these levels of care are Medically Appropriate.

- (a) Contractor shall work closely with OMHAS staff to ensure continuous enrollment for OHP Members entering into intensive treatment services outside of Contractor's Service Area, as defined in Part I, Section III.B.
 - (b) To ensure that treatment is being provided in the least restrictive and most appropriate setting, Contractor shall, at minimum, consult and communicate with intensive treatment service programs for admission and discharge planning, and collaborate with the program regarding ongoing treatment decisions.
 - (c) Contractor shall coordinate, consult, and communicate, within laws governing confidentiality, with community providers and other allied agencies, schools, family members or guardians regarding treatment for children and adolescents in intensive treatment services.
- b. Local Mental Health Authority (LMHA)/Community Mental Health Program (CMHP)

Contractor shall establish working relationships with the LMHA and CMHP operating in the Service Area for the purposes of maintaining a comprehensive and coordinated crisis response and mental health Service delivery system for OHP Member access to mental health Services, including Civil Commitment and protective Services/abuse investigations processes.
- c. Community Emergency Service Agencies

Contractor shall coordinate, consult, communicate with, and provide technical assistance to Community Emergency Service Agencies to promote appropriate responses to, and

Appropriate Services for, OHP Members experiencing a mental health crisis.

d. Local and/or Regional Allied Agencies

Contractor shall have a mechanism for multi-disciplinary team Service planning and Services Coordination for OHP Members requiring Services from more than one publicly funded agency or Service Provider. This mechanism shall help avoid Service duplication and promote access to a range and intensity of Service options that provide individualized, Medically Appropriate care in the least restrictive Treatment setting (clinic, home, school, community based care settings licensed by local or allied agencies).

- (1) Contractor shall work with local DHS local and/or regional agencies to develop specific methods for meeting federal requirements for a mental health assessment for children and adolescents within 60 days of placement in substitute care.

e. Physical Health Care Providers

Contractor shall coordinate with physical health care Providers and Fully Capitated Health Plans to ensure that each OHP Member has an ongoing source of primary care appropriate to their needs.

- (1) Consult and communicate with the OHP Member's physical health care Provider as Medically Appropriate and within laws governing confidentiality as specified in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping.
- (2) Consult with, and provide technical assistance to, physical health care Providers in the Service Area to help in the early identification of mental disorders so that intervention and Prevention strategies can begin as soon as possible.

- (3) Develop and implement methods of coordinating with FCHPs for the appropriate coordination of Services delivered to OHP Members, particularly OHP Members with exceptional Service needs. Such coordination shall be conducted within laws governing confidentiality.

f. Chemical Dependency Providers

Contractor shall coordinate with Chemical Dependency Providers as Medically Appropriate and within laws governing confidentiality and shall provide technical assistance for the identification and referral of OHP Members with dual diagnoses. Contractor shall work with FCHPs and Chemical Dependency Providers certified by DHS to develop the Capacity to provide Appropriate Services to dually diagnosed OHP Members so the needs of such persons can be better met.

g. Medicare Payers and Providers

Contractor shall coordinate with Medicare payers and Providers as Medically Appropriate to coordinate the care and benefits of OHP Members who are eligible for both Medicaid and Medicare.

h. OHP Members in Extended Care Settings

Contractor shall coordinate with the OMHAS ECMU and extended care Service Providers to integrate Services for OHP Members in Extended Care Programs. ECMU shall determine, after collaborating with Contractor and the Extended Care Program, , when an OHP Member is ready for discharge from the Extended Care Program.

i. Long Term Psychiatric Care (LTPC)

- (1) If Contractor believes an OHP Member is Appropriate for LTPC, Contractor shall request a LTPC determination from the applicable DHS program. DHS staff shall render a determination within three working days of receiving a completed request if the

OHP Member is 18 or more years of age or within seven working days of receiving a completed request if the OHP Member is under age 18.

- (a) For OHP Members age 18 to age 64 with no significant nursing care needs due to an Axis III disorder of an enduring nature, the OMHAS Extended Care Management Unit (ECMU) as described in Exhibit H.1., Procedure for Long Term Psychiatric Care Determinations for OHP Members Age 18-64;
 - (b) For OHP Members age 14 and under, the OMHAS SCIP Representative, and for OHP Members age 15 through 18, the Oregon State Hospital, Child and Adolescent Treatment Program (CATP), Community Outreach Team (COT) Representative as described in Exhibit H.2., Procedure for Long Term Psychiatric Care Determinations for OHP Members Under Age 18; and
 - (c) For OHP Members age 65 and over or age 18 to age 64 with significant nursing care needs due to an Axis III disorder of an enduring nature, the Oregon State Hospital Geropsychiatric Treatment Service (OSH-GTS), Outreach and Consultation Service (OCS) Team as described in Exhibit H.3, Procedure for Long Term Psychiatric Care Determinations for Persons Requiring Geropsychiatric Treatment.
- (2) An OHP Member is Appropriate for LTPC when the OHP Member needs either Intensive Psychiatric Rehabilitation or other Tertiary Treatment in a State Hospital or Extended Care Program, or Extended and Specialized Medication Adjustment in a secure or otherwise highly supervised environment; and the OHP Member has received all Usual and Customary Treatment, including, if Medically Appropriate,

establishment of a Medication Management Program and use of a Medication Override Procedure.

- (3) DHS shall cover, the cost of LTPC of OHP Members determined Appropriate for such care beginning on the effective date specified below in Section V.B.3.i.(3) and ending on the date the OHP Member is discharged from such setting

If an OHP Member is ultimately determined Appropriate for LTPC, the effective date of such determination shall be either:

- (a) The date ECMU receives a completed Request for Long Term Psychiatric Care Determination for Persons Age 18 to 64 form, or
 - (b) No more than seven (7) calendar days following the date the OMHAS SCIP Representative or the OSH COT Representative receives a completed Long Term Psychiatric Care Determination for Persons Under Age 18 form; or
 - (c) The date the OSH-GTS OCS Team receives a completed Request for Long Term Psychiatric Care Determination for Persons Requiring Geropsychiatric Treatment; or
 - (d) In cases where OMHAS and Contractor mutually agree on a date other than these dates, the date mutually agreed upon.
 - (e) In cases where the Clinical Reviewer determines a date other than a date described above in Section V.B.3.i.(3)(a) through V.B.3.i.(c), the date determined by the Clinical Reviewer.
- (4) In the event there is a disagreement between Contractor and OMHAS about whether an OHP

Member is Appropriate for LTPC, Contractor may request, within three (3) working days of receiving notice of the LTPC determination, review by an independent Clinical Reviewer. The determination of the Clinical Reviewer shall be deemed the determination of OMHAS for purposes of this Agreement. If the Clinical Reviewer ultimately determines that the OHP Member is Appropriate for LTPC, the effective date of such determination shall be the date specified above in Section V.B.3.i.(3). The cost of the clinical review shall be divided equally between Contractor and OMHAS. The Clinical Reviewer established for the period of this Agreement shall be the Oregon Medical Professional Review Organization (OMPRO) or such other similar person or organization mutually established by DHS and Contractor.

- (5) Contractor shall work with the OMHAS ECMU, OMHAS SCIP Representative, the OSH COT Representative or OCS Team in managing admissions to and discharges from LTPC for OHP Members who require such care at Oregon State Hospital or Eastern Oregon Psychiatric Center.
 - (a) Contractor shall also work with the OHP Member and, for OHP Members under age 18, or over age 18 with legal guardians, the parent or guardian of the OHP Member to assure timely discharge from LTPC to an Appropriate community placement.
 - (b) Contractor shall also work with the OSH-GTS Interdisciplinary Treatment Team assigned to the OHP Member in managing discharges from Long Term Geropsychiatric Care.
- (6) Contractor shall assure that any involuntary treatment provided under this Agreement is provided in accordance with administrative rule and statute, and shall coordinate with the CMHP Director in assuring

that all statutory requirements are met. Contractor shall also work with the CMHP Director in assigning a civilly committed OHP Member to any placement and participate in circuit court hearings related to planned placements, if applicable.

j. Consumer Involvement and Advocacy

- (1) Contractor shall involve consumers, families, consumer advocates, and advocacy groups in planning, developing, implementing, operating and evaluating Services.
- (2) Contractors' advisory bodies, such as Quality Improvement committees, policy-making bodies or decision-making boards, shall have representation from culturally diverse populations of mental health consumers and their family members. Representation on these advisory bodies shall be a minimum of 25% of total membership and shall consist of representatives which include the following constituent groups: adolescent consumers, adult consumers, older adult consumers, family members of child and adolescent consumers and family members of adult and older adult consumers.
- (3) Contractor shall inform OHP Members, at least once per year, of the OHP Member's abilities to participate in activities of Contractor.

C. Delivery System Capacity

1. Contractor shall have written policies and procedures for selection and retention of providers. Contractor shall maintain and monitor a Provider Panel that is supported with written agreements, and that has sufficient Capacity and expertise to provide adequate, timely and Medically Appropriate access to Covered Services to OHP Members across the age span from child to older adult. In establishing and maintaining the Provider Panel, Contractor shall consider the following:

- a. An appropriate range of services for the population enrolled or expected to be enrolled in Contractor's Service Area;
 - b. The expected utilization of Services, taking into consideration the characteristics and mental health care needs of OHP Members;
 - c. The number and types (in terms of training, experience, and specialization) of Providers required to provide Services under this Agreement;
 - d. The number of Providers who are not accepting new OHP Members;
 - e. The geographic location of Providers and OHP Members, considering distance, travel time, the means of transportation ordinarily used by OHP Members, and whether the location provides physical access for OHP Members with disabilities;
 - f. Contractor shall allow each OHP Member to choose a Provider within Contractor's Provider Panel to extent possible and appropriate.
 - h. Contractor shall provide OHP Members with access, as Medically Appropriate, to psychiatrists, other licensed medical professionals, or mental health professionals.
2. Contractor shall identify training needs of its Provider Panel and address such needs to improve the ability of the Provider Panel to deliver Covered Services to OHP Members.
3. If Contractor is unable to provide necessary Covered Services which are Medically Appropriate to a particular OHP Member within its Provider Panel, Contractor shall adequately and timely cover these services out of network for the OHP Member, for as long as Contractor is unable to provide them. Out of network providers must coordinate with Contractor with respect to payment. Contractor shall ensure that cost to OHP Member is no greater than it would be if the Services were provided within the Provider Panel.

4. Contractor shall participate in OMHAS efforts to promote the delivery of Services in a culturally competent manner to OHP Members, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

D. Accessibility and Continuity of Care

1. Contractor shall meet, and require Providers to meet, OHP standards for timely access to care and Services, taking into account the urgency of need for Services. Contractor shall comply with OAR 410-141-0220, Oregon Health Plan Prepaid Health Plan Accessibility and OAR 410-141-0160, Oregon Health Plan Prepaid Health Plan Continuity of Care. Contractor shall ensure that Providers do not discriminate between OHP Members and non-OHP persons as it relates to benefits and services to which they are both entitled and shall ensure that Providers offer hours of operation to OHP Members that are no less than those offered to non-OHP Members.
2. In addition to access and Continuity of Care standards specified in the rules cited above in Subsection D.1., Contractors shall establish standards for access to Covered Services and Continuity of Care which, at a minimum, include the following:
 - a. For Urgent Services and Emergency Services, Contractor shall assure that OHP Members receive an initial face-to-face or telephone screening within fifteen minutes of contact to determine the nature and urgency of the situation.
 - b. For Emergency Services, Contractor shall assure that OHP Members receive timely Covered Services within time frames identified by the urgent and emergency response screening or within 24 hours of contact, whichever is shorter.
 - c. For Urgent Services, Contractor shall assure that OHP Members receive timely Covered Services within time frames identified by the urgent and emergency response screening or within 48 hours of request, whichever is shorter.

- d. For non-Urgent Services and non-Emergency Services, Contractor shall assure that OHP Members wait no more than two calendar weeks to be seen for an Intake Assessment following a request for Covered Services.
 - e. For post-hospital services, Contractor shall assure that OHP Members receive a Covered Service within one calendar week following discharge from Acute Inpatient Psychiatric Hospital Care or that such OHP Members receive follow-up Covered Services within a Medically Appropriate period of time.
 - f. For missed appointments, Contractor shall follow-up and reschedule appointments or provide Outreach Services as Medically Appropriate or needed to prevent serious deterioration of the OHP Member's mental health condition.
 - g. For routine travel time from the OHP Member residence to the Participating Provider, Contractor shall assure that OHP Members spend no more time traveling than the Community Standard.
 - h. For OHP Members who are placed in substitute care by DHS, Contractor shall provide a comprehensive mental health assessment consistent with access and Continuity of Care standards specified in subsection D.1. Contractor shall provide this assessment no later than 60 days following the date of placement.
- 3. Contractor shall establish mechanisms to ensure that Providers comply with the timely access requirements, monitor regularly to determine compliance, and take corrective action if there is a failure to comply.
 - 4. Contractor shall have a method of responding to telephone calls from non-English speaking OHP Members and shall make available to these OHP Members, interpreters capable of

effectively receiving, interpreting and translating routine and clinical information.

5. Contractor shall have a method of responding to telephone calls from hearing impaired OHP Members and shall make available to these OHP Members, TDD Service and sign language or oral interpreters capable of effectively receiving, interpreting and translating routine and clinical information.
6. Contractor shall make Reasonable Accommodations to administrative practices and Service approaches for Service access and Continuity of Care for OHP Members with Disabling Conditions.
7. Contractor shall allow OHP Members to request an Assessment and Evaluation without obtaining a referral from another Provider.
8. Contractor shall provide each OHP Member with an opportunity to select an appropriate Mental Health Practitioner and Service site.
9. Contractor shall provide for the identified Covered Service needs of an OHP Member during transfer from one practitioner or hospital to another regardless of whether the practitioners or hospitals are Participating Providers. Contractor shall develop a written plan for Continuity of Care to avoid a worsening of the OHP Member's mental disorder when transitioning the OHP Member. Contractor shall document that such plan is acceptable to the OHP Member and/or OHP Member Representative or that the OHP Member and/or OHP Member Representative has been advised of the Complaint and DHS Hearings processes.
10. Contractor shall not deny Covered Services to, or request Disenrollment of, an OHP Member based on disruptive or abusive behavior resulting from symptoms of a mental disorder or from another Disability. Contractor shall develop an Appropriate Treatment Plan with the OHP Member and the Family or advocate of the OHP Member to manage such behavior.
11. Contractor shall implement mechanisms to assess each OHP Member with Special Health Care needs in order to identify any ongoing special conditions that require a course of mental health

treatment or care management. The assessment mechanisms must use appropriate Mental Health Practitioners.

- a. For OHP Members with Special Health Care needs determined to need a course of treatment or regular care monitoring, the treatment plan must be developed by the mental health practitioner with OHP Member participation and in consultation with any specialists caring for the OHP Member; approved by Contractor in a timely manner, if approval is required; and developed in accordance with any applicable DHS quality assurance and utilization review standards.
- b. Based on the assessment, Contractor shall assist OHP Member with Special Health Care needs in gaining access when necessary and Medically Appropriate to mental health specialists for treatment of the OHP Member's condition and identified needs.
- c. Contractor shall implement procedures to share with OHP Member's primary health care provider and FCHP the results of its identification and assessment of any OHP Member with Special Health Care needs so that those activities need not be duplicated. Such coordination and sharing of information shall be conducted within Federal and State laws, rules, and regulations governing confidentiality.

E. Quality Assurance/Quality Improvement (QA/QI) Requirements

1. QA/QI System

- a. Contractor and its Subcontractors shall have a planned, systematic and ongoing quality assessment and performance improvement process for monitoring, evaluating and improving the access, quality, and Appropriateness of Covered Services provided to OHP Members including OHP Members with Special Health Care needs. The process shall include written policies, standards, and procedures that address the needs of OHP Members. Contractor shall have in effect, mechanisms to detect both underutilization and overutilization of services. If Contractor delegates any QA/QI

activity, the process must state the extent of the delegation and how these activities are integrated in the overall QA/QI system.

- b. Contractor's QA/QI Committee shall demonstrate evidence of stakeholder participation in the QA/QI program.

- c. Stakeholder Input

Contractor shall have a formal and ongoing process for gathering and considering information from Stakeholders including, but not limited to: OHP Members, consumers, consumer advocates, Families, parent advocates, family members of older adults, Local and/or Regional Allied Agencies, child psychiatrists, geropsychiatrists, child advocates, and Health Care Professionals.

- d. Contractor shall communicate to Providers the overall findings, including recommendations and opportunities for improvement, of data collected on performance and patient outcomes.

2. Quality Improvement Work Plan

Contractor shall develop and submit to OMHAS a written Quality Improvement Work Plan within 45 days of the effective date of this Agreement. OMHAS shall review the Quality Improvement Work Plan and notify Contractor of its determination within 30 days of receipt.

- a. Contractor shall conduct performance improvement projects that are designed to achieve, through ongoing measurements and intervention, significant improvement sustained over time, in clinical and non-clinical care areas that are expected to have a favorable effect on mental health outcomes and OHP Member satisfaction. The performance improvement projects must involve the following:
 - (1) Measurement of performance using objective quality indicators;
 - (2) Implementation of system interventions to achieve improvement in quality;

- (3) Evaluation of the effectiveness of the interventions;
and
 - (4) Planning and initiation of activities for increasing or
sustaining improvement.
- b. Contractor shall work with OMHAS to identify at least three
activities to measure compliance with the applicable terms
and requirements of this Agreement. Each performance
improvement project must be completed in a reasonable
time period so as to generally allow information on the
success of performance improvement projects in the
aggregate to produce new information on quality of care
every year.
- c. Contractor shall submit a Quality Improvement Work Plan
report to OMHAS describing progress toward objectives and
benchmarks 45 days after the termination of this Agreement.

3. Measurable Objectives and Benchmarks

Contractor shall develop and monitor progress toward Measurable Objectives and Benchmarks in the domains of Access to Services; Quality of Services; Integration and Coordination of Services; Prevention, Education, and Outreach; and Outcomes. Contractor shall demonstrate that findings are used to improve access and remove barriers to Covered Services; improve Capacity to provide Covered Services in a timely manner; improve the Quality of Care provided and the coordination of benefits, and strengthen and expand Prevention, Early Intervention and Education Services.

4. Member of OMHAS QA Committee

Contractor shall participate, if such participation is requested by OMHAS , as a member of the QA Committee of OMHAS.

F. Informational Materials and Education of OHP Members

- 1. Contractor shall develop and provide informational materials and educational programs as described in OAR 410-141-0280, Oregon Health Plan Prepaid Health Plan Information Requirements and OAR 410-141-0300, Oregon Health Plan Prepaid Health Plan

Member Education. These materials and programs shall be in a manner and format that may be easily understood and tailored to the backgrounds and special needs of OHP Members. Contractor shall develop, and make available to its OHP Members, a mental health education program that addresses Prevention and Early Intervention of mental illness. Contractor shall offer orientation to new OHP Members within 30 days of Enrollment that helps them understand the requirements and benefits of the plan. Contractor shall distribute an OHP Member handbook to new enrollees within 14 calendar days of the OHP Member's effective date of coverage with Contractor, which includes, but is not limited to:

- a. Information about non-English language speaking Providers;
- b. Restrictions of freedom of choice among Providers;
- c. OHP Member rights and protections;
- d. Covered Services;
- e. Authorization requirements;
- f. How to obtain Services from out of network providers;
- g. After hours and emergency care;
- h. Specialty care;
- i. Cost sharing, if applicable;
- j. How to access other services not covered by Contractor;
- k. How to file a Grievance, Appeals and request a DHS Administrative Hearing;
- l. How to request continuation of benefits pending the resolution of a Grievance, Appeal, or Hearing;
- m. Advance directives;
- n. Contractor's structure and operations; and
- o. Practitioner Incentive Plans.

Contractor shall provide written notice to OHP Members of any significant changes in program or policies and procedures at least 30 days before the intended effective date of the change.

2. Contractor shall give particular attention to the following requirements:
 - a. Provide written information in each non-English language that is prevalent in Contractor's Service Area;

- b. Make oral interpretation Services available free of charge to each OHP Member and Potential enrollee, and inform OHP Members how to access those services;
 - c. Make written information available in alternate formats taking into consideration the special needs of OHP Members or Potential enrollees;
 - d. Notify OHP Members at least once a year of their right to request and obtain informational materials as described in this section.
- 3. Contractor shall provide additional information that is available upon request by the OHP Member, including information on Contractor's structure and operations, and Practitioner Incentive Plans.
- 4. Contractor shall make available to OHP Members, or potential enrollees, in compliance with the requirements of the Americans with Disabilities Act of 1990, information in such alternative formats so as to allow the individual to effectively receive such information. These alternative formats may include, but are not limited to culturally appropriate information, foreign language translations, large print and audio of Braille translations for hearing or vision impaired OHP Members.
- 5. Contractor shall have written policies and procedures that meet the requirements for advance directives with respect to adult OHP Members receiving mental health services, as set forth in 42 CFR 422.128 and 42 CFR 489 Subpart I, which establishes, among other requirements, the requirements for compliance with Section 4751 of the Omnibus Budget Reconciliation Act of 1991 (OBRA). Contractor shall provide written information to adult OHP Members on advance directive policies within 14 calendar days of OHP Member's effective date of coverage with Contractor, which includes:
 - a. their rights under State law (ORS 127.505 - 127.660); and
 - b. Contractor's policies regarding the implementation of those rights, including a statement of any limitation regarding the

implementation of advance directives as a matter of conscience.

The written information provided by Contractor must reflect changes in State law as soon as possible, but no later than 90 days after the effective date of any change to applicable State law. Contractor shall inform adult OHP Members that complaints concerning noncompliance with the advance directive requirements may be filed with OMHAS.

G. OHP Member Rights

1. Contractor have written policies and procedures incorporating and ensuring the rights and responsibilities of OHP Members consistent with any applicable Federal and State laws, rules, and regulations that pertain to enrollee rights, and shall ensure that Contractor's staff and Providers take those rights into account when furnishing services to OHP Members including, but, not limited to ORS 430.210, Rights of Service Recipients; Status of Rights; OAR 410-141-0320, Oregon Health Plan Prepaid Health Plan Member Rights and Responsibilities; ORS 430.735 through 430.765, Abuse Reporting for the Mentally Ill; and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities.
2. Contractor shall provide OHP Members with information on the rights specified in OAR 410-141-0320, Oregon Health Plan Prepaid Health Plan Member Rights and Responsibilities. Contractor shall give particular attention to the following rights:
 - a. The right to receive Covered Services;
 - b. The right to receive information on available treatment options and alternatives presented in a manner appropriate to the OHP Member's condition and ability to understand.
 - c. The right to be actively involved in the development of Treatment Plans if Covered Services are to be provided and to have parents involved in such Treatment Planning consistent with OAR 309-032-0950 through 309-032-1080, Standards for Community Treatment Services for Children;

- d. The right to participate in decisions regarding his or her health care, including the right to refuse Covered Services;
- e. The right to be informed as required in ORS 127.703, Required Policies Regarding Mental Health Treatment Rights Information; Declaration for Mental Health Treatment;
- f. The right to request and receive a copy of his or her own Clinical Record, (unless access is restricted in accordance with ORS 179.505 or other applicable law) and to request that the records be amended or corrected as specified in 45 CFR part 164;
- g. The right to privacy and confidentiality and have Clinical Records kept confidential consistent with applicable Federal and State laws, rules and regulations.
- h. The right to have an opportunity to select an appropriate Mental Health Practitioner and Service site from within Contractor's Participating Provider Panel;
- i. The right to refer oneself directly to Contractor for Covered Services without first having to gain authorization from another Provider;
- j. The right to have access to Covered Services which at least equals access available to other persons served by Contractor;
- k. The right to receive a Notice of Action when a Service, benefit, Request for Service Authorization or Request for Claim Payment is denied; or prior to termination, suspension or reduction of a benefit or Service as described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Grievance, Appeal, Complaint and Hearings Process;
- l. The right to file Grievance or Appeal or request a hearing as described in Exhibit G, Oregon Health Plan Mental Health

Services Client Notices, Grievance, Appeal, Complaint and Hearings Process;

- m. The right to request an Expedited Hearing if the OHP Member feels the mental health problem is Urgent or emergent and cannot wait for the normal hearing process;
 - n. The right to request Continuation of Benefits until a decision in a hearing is rendered. The OHP Member may be required to repay any benefits continued if the issue is resolved in favor of Contractor;
 - o. The right to receive, within 30 calendar days of Enrollment, written materials describing at least the following topics: rights and responsibilities, benefits available, how to access Covered Services, what to do in an Emergency Situation, and how to file a Grievance or Appeal, or request a hearing;
 - p. The right to have written materials explained in a manner which is understandable;
 - q. The right to access protective Services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities;
 - r. The right to be treated with respect and with due consideration for his or her dignity and privacy;
 - s. The right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - t. The right to exercise his or her rights, and that the exercise of those rights does not adversely affect the way Contractor and its Providers treat the OHP Member.
3. Contractor shall post OHP Member rights in a visible location in all clinics, Participating Provider offices, and other Service locations.

H. Grievances and Appeals

1. Contractor shall have a Grievance system which includes a Grievance process, an Appeal process and access to the administrative hearings process, consistent with Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Grievances, Appeals and Hearings Process. Contractor shall provide all OHP Members, Providers and Subcontractors information regarding the Contractor's Grievance, Appeal and Hearings Process and shall include the following information:
 - a. The OHP Member's right to file grievances and appeals and the procedures and timeframes for filing;
 - b. The OHP Member's right to a DHS administrative hearing, how to obtain a hearing, and representation rules at a hearing;
 - c. How the OHP Member can receive assistance in filing a grievance, an appeal, or administrative hearing request;
 - d. The toll-free numbers for OHP Members to file oral grievances and appeals;
 - e. The OHP Member's right to request continuation of benefits during an appeal or administrative hearing filing and, if the Contractor's action is upheld in a hearing, the OHP Member may be liable for the cost of any continued benefits; and
 - f. Provider appeal rights to challenge payment or authorization decisions made by Contractor.
2. Contractor shall submit to OMHAS for review and approval, on the effective date of this Agreement, written Grievance and Appeal policies and procedures for accepting, processing and responding to all Grievances and Appeals from Family members, Local and/or Regional Allied Agencies, and OHP Members. Contractor shall also submit at that time the Member Grievance and Appeal Form and Notice of Denial letter to OMHAS for review and approval.
3. Contractor shall include on its Grievance and Appeal form places for the OHP Member or OHP Member Representative to indicate a request for benefit continuation when a Notice of Action has been issued, a request for an expedited Grievance and Appeal process,

and the reason for expedited request. The Grievance and Appeal form shall also provide notice that any benefits continued may have to be repaid by the OHP Member if the issue is resolved in favor of Contractor.

4. Contractor shall give OHP Members any reasonable assistance in completing forms and other procedural steps, not limited to providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.

I. Financial Risk, Management and Solvency

Contractor shall assume the risk for providing Covered Services to its OHP Members. Contractor shall provide assurances to OMHAS that Contractor's provision(s) against the risk of Insolvency are adequate to ensure that OHP Members will not be liable for Contractor's debts if Contractor becomes insolvent. Contractor shall maintain risk protection against catastrophic or unexpected OHP Member expenses related to Covered Services, and shall maintain protections against Insolvency, as specified in Exhibit C, Solvency Plan and Financial Reporting. If Contractor expects to change any elements of the Solvency Plan or solvency protection arrangements, Contractor shall provide written advance notice to OMHAS at least sixty (60) calendar days before the proposed effective date of change. Such changes are subject to written approval from OMHAS.

1. Failure to maintain adequate financial Solvency, as determined by DHS, shall be grounds for termination of this Agreement by DHS.
2. In the event that insolvency occurs, Contractor remains financially responsible for providing Covered Services for OHP Members through the end of the period for which Contractor has been paid.
3. OHP Member shall not held liable and Contractor shall not bill, charge, seek compensation, remuneration, or reimbursement from any OHP Member for:
 - a. any debt or payment of claims due to Contractor's insolvency;

- b. Covered Services provided to the OHP Member for which DHS did not pay Contractor;
 - c. Covered Services provided to the OHP Member by a Provider under a contractual, referral, or other arrangement for which Provider did not receive payment from Contractor; or
 - d. Payment for Covered Services provided under a contract, referral, or other arrangement, other than co-payments, if applicable.
4. Contractor shall not seek recourse against DHS for Covered Services provided during the period for which Capitation Payments were made by DHS to Contractor even in the event Contractor becomes insolvent.

J. Recordkeeping

1. Clinical Records

Contractor shall maintain recordkeeping consistent with OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping. Clinical Records shall document the degree of agreement or disagreement of the OHP Member, or the legal guardian of the OHP Member, with the Covered Service and Treatment Plans recommended and explained by the Mental Health Practitioner. If the Clinical Record does not include a signed and dated consent of the OHP Member or the legal guardian of the OHP Member to the recommended Covered Service or Treatment Plan, the Clinical Record shall document the reason such signature is missing. Clinical Records shall also include the signatures, signature dates, and academic degrees of all persons providing Covered Services and, if applicable, the signatures, signature dates, and academic degrees of all persons providing clinical, medical or direct supervision of the case.

2. Financial Records

Contractor shall maintain complete and legible financial records pertinent to Covered Services delivered and Capitation Payments received. Such records shall be maintained in accordance with

accounting principles approved by the American Institute of Certified Public Accountants, Generally Accepted Accounting Principles (GAAP), and/or other applicable accounting guidelines such as those outlined in OMB circulars A-87 and A-122.

Financial records shall be retained for at least three years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer. Contractor shall maintain an appropriate record system for Services to enrolled members and retain records in accordance with 45 CFR Part 74, unless otherwise specified in applicable Oregon Revised Statutes or Oregon Administrative Rules.

3. Government Access to Records

Contractor shall provide, CMS, the Comptroller General of the United States, the Oregon Secretary of State, the Oregon Department of Justice Medicaid Fraud Control Unit, DHS and all their duly authorized representatives the right of access to facilities and to financial (including all accompanying billing records), clinical, and personnel records and other books, documents, papers, plans and writings of Contractor, of its Subcontractors, that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all financial and personnel records and books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement, whichever date is later. Contractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit.

K. Reports

1. Participating Provider Listing and Capacity Report

Contractor shall submit to OMHAS, the Mental Health Services Practitioner Report, as described in Exhibit A, as follows:

- a. One calendar month following the effective date of this Agreement;
- b. 14 days prior to the effective date of a significant change that would affect adequate Capacity and Services;
- c. 30 days prior to the effective date of a change in Contractor's geographic Service Area; or
- d. within 30 days of the effective date of enrollment of a new population.

2. Complaint Log

- a. Contractor shall submit to OMHAS, within sixty (60) calendar days following the end of each calendar quarter, the Health Plan Complaint Log, included in Exhibit B.
- b. Contractor shall work with OMHAS to establish a method to collect and analyze data concerning Complaints and develop a method for Contractors to integrate the information in a Quality Improvement process.

3. QA Reports

Contractor shall negotiate with OMHAS to identify and agree upon activities to be reported.

4. Financial and Utilization Reports

Contractor shall submit to OMHAS, monthly, quarterly and yearly financial reports specified in Exhibit C, Solvency Plan and Financial Reporting.

5. Practitioner Incentive Plans

Contractor may operate a Practitioner Incentive Plan only if no specific payment is made directly or indirectly under the plan to a Provider as an inducement to reduce or limit Medically Appropriate Covered Services provided to an OHP Member. Contractor shall submit to OMHAS information necessary to

comply with Sections 4204 (a) and 4731 of OBRA of 1990 that concern Practitioner Incentive Plans, if applicable. Such information shall be provided using reports specified in Exhibit I, Practitioner Incentive Plans.

6. Abuse Reporting and Protective Services

For adult OHP Members, Contractor and Participating Providers shall comply with all protective Services, investigation and reporting requirements described in OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities and ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill.

7. Key Personnel

Contractor shall submit to OMHAS, within 30 days following the effective date of this Agreement, and immediately following any changes, the names and contact numbers for the following key personnel: Contract Liaison, Quality Assurance/Improvement Liaison, Complaint and Hearing Liaison, and Long Term Psychiatric Care Liaison.

L. Data Systems

1. Encounter Data

Contractor shall submit accurate and complete Encounter data to DHS pursuant to Exhibit D, Encounter Minimum Data Set Requirements. Contractor shall ensure that the data received from Providers is accurate and complete by:

- a. verifying the accuracy and timeliness of reported data;
- b. screening the data for completeness, logic, and consistency; and

- c. collecting Service information in standardized formats to the extent feasible and appropriate.

Contractor shall use the most current DSM Multi-axial Classification System inclusive of Axes I, II and V.

2. Client Process Monitoring System

Contractor shall submit accurate, timely and complete Client Process Monitoring System (CPMS) data to OMHAS pursuant to Exhibit E.

3. Oregon Patient/Resident Care System

Contractor shall submit accurate, timely and complete Oregon Patient/Resident Care System (OP/RCS) data to OMHAS pursuant to Exhibit F.

4. Failure to Comply with Data Submission Requirements

Contractor's failure to submit data in accordance with Exhibits D through F shall be considered in noncompliance with the terms of this Agreement and shall be grounds for withholding Capitation Payments as specified in Part II, Section VII, Consideration, Subsection G, Remedies Short of Termination.

5. Other Systems

Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. The system will have automated capacity adequate to track changes to and errors in the Enrollment listing; track Utilization Management activities; grievances and appeals; coordinate benefits with other payers; collect funds from other payers; and track claims received, adjudicated and paid.

M. Research, Evaluation and Monitoring

1. In addition to submission of data described in Part II, Section V, Statement of Work, Subsection L, Data Systems, Contractor shall cooperate with OMHAS in collection of information through Consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, verification of Services actually provided, and for developing and monitoring performance objectives. Contractor shall assist OMHAS with development and distribution of survey instruments for use in evaluating integration of Covered Services in the OHP Medicaid Demonstration Project and State Children's Health Insurance Program. Contractor and its Subcontractors shall provide access to records and facilities as described in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping, Part II, Section V, Statement of Work, Subsection J, Recordkeeping and Section XXX, Agreement Compliance and Quality Assurance Monitoring.
2. Contractor shall assist OMHAS in developing detailed procedures for tracking and evaluating potential adverse selection created by the urban and/or rural environment, as applicable. Contractor shall work with OMHAS to assure that such procedures include collection and evaluation of information that will enable OMHAS to compare the intensity of Covered Services rendered to OHP Members of different Mental Health Organization models.
3. Contractor, or its Subcontractors and Providers shall cooperate with DHS by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under this Agreement. If the External Quality Review Organization (EQRO) identifies an adverse clinical situation in which follow-up is needed to determine whether Appropriate care was provided, the EQRO shall report the findings to OMHAS and Contractor. Contractor shall assign a staff person(s) to follow-up with the Subcontractor or Provider, inform Contractor's QI Committee of the finding, and involve the QI Committee in the

development of the resolution. Contractor shall report the resolution to OHMAS and the EQRO. If determined by OMHAS, at the recommendation of the EQRO, Contractor shall develop and comply with a corrective action plan as reviewed and approved by OMHAS.

N. Credentialing Process

1. Contractor shall have policies and procedures for credentialing and recredentialing Providers, which includes collecting evidence of credentials and screening the credentials of Providers, programs and facilities used to deliver Covered Services. These policies and procedures shall be consistent with OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services and shall include verifying possession of valid licenses or certificates if any are required under any federal, state, or local law, rule, or regulation to deliver Covered Services in the State of Oregon. These policies and procedures shall also include collecting proof of liability insurance and evidence of hospital privileges of physicians rendering Services in an Acute Inpatient Hospital Psychiatric Care setting.
 - a. If Participating Providers are not required to be licensed or certified by a State of Oregon board or licensing agency, then:
 - (1) Participating Providers must meet the definitions for QMHA or QMHP as described in Exhibit K, Definitions and provide Services under the supervision of a Licensed Medical Practitioner (LMP) as defined in Exhibit K, Definitions; or
 - (2) For Participating Providers not meeting either the QMHP or QMHA definition, Contractor shall document and certify that the person's education, experience, competence, and supervision are adequate to permit the person to perform his or her specific assigned duties.

- b. All programs operated directly or by subcontract must be accredited by nationally recognized organizations (e.g., Council on Accredited Rehabilitation Facilities (CARF), Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and/or are certified under OAR 309-012-0130 et. seq. or licensed under ORS Chapter 443 by the State of Oregon to deliver specified Services (e.g. OAR 309-032-0525 through 309-032-0605, Standards for Adult Mental Health Services; OAR 309-032-0950 through 309-032-1080, Standards for Community Treatment Services for Children; and OAR 309-039-0500 through 309-039-0580, Standards for Approval of Providers of Non-Inpatient Mental Health Treatment Services).
 - c. Facilities used to deliver services specified in OAR 309-032-0850 through 309-032-0890, Standards for Regional Acute Care Psychiatric Services for Adults, OAR 309-033-0700 through 309-033-0740, Standards for the Approval of Community Hospital and Non-hospital Facilities to Provide Seclusion and Restraint to Committed Persons in Custody or on Diversion and OAR 309-032-1100 through 309-032-1230 must be certified or licensed by the State of Oregon and be safe and adequately equipped and adequately staffed for Covered Services provided.
 - d. Contractor shall periodically check that Participating Providers, programs and facilities are credentialed as specified above.
- 2. Contractor Credentialing records shall document academic degrees, licenses, certifications, and/or qualifications of Participating Providers, programs and facilities. If the Covered Service is Acute Inpatient Hospital Psychiatric Care, Contractor need not maintain Credentialing records of hospital staff but shall maintain records documenting that the facility is appropriately licensed.
- 3. Contractor's Subcontractors and Participating Providers shall work within the scope of registration or licensure and qualifications

specified in Part II, Section V, Statement of Work, Subsection N, Credentialing Process, Items 1.a. through 1.c.

4. Contractor shall have a staff development program for improving knowledge, skills and competency of staff in Psychiatric Rehabilitation principles and delivery of Covered Services.
5. Contractor shall provide written notice of termination of a Participating Provider, within 15 days after receipt or issuance of the termination notice, OMHAS and each OHP Members who received care, or was seen on a regular basis, by the terminated Provider.
6. If Contractor must terminate a Provider or Provider group due to problems that could compromise the OHP Member's care, less than the required notice to OMHAS and the OHP Member may be provided.
7. Facilities used for Acute Inpatient Hospital Psychiatric Care shall have separate units for the Treatment of children and adults (OHP Members ages 18 and older); or Contractor may propose, for OMHAS approval, an alternative to separate units which provides for the safety and protection of all Acute Inpatient Hospital Psychiatric Care patients.
8. Contractor's provider selection policies and procedures shall not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his or her license or certification under applicable State law, solely on the basis of that license or certification. This paragraph shall not be construed to prohibit Contractor from including Providers only to the extent necessary to meet the needs of OHP Members or from establishing any measure designed to maintain quality and control costs consistent with Contractor's responsibilities under this Agreement. This paragraph shall not be construed to preclude Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty. If Contractor declines to include individuals or groups of providers in its network, Contractor must give the affected provider(s) written notice of the reason for its decision.

9. Contractor's provider selection policies and procedures must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. If Contractor declines to include individuals or groups of providers in its network, Contractor must give the affected provider(s) written notice of the reason for its decision.

O. Delegation of Activities

Contractor is responsible for the Quality of Care and Services provided under the terms and requirements of this Agreement. Subject to the provisions of this section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to DHS for the timely and effective performance of its duties and responsibilities under this Agreement.

1. Before any delegation of activities, Contractor shall evaluate the prospective Subcontractor's ability to perform the activities to be delegated.
2. Contractor shall have a written agreement that specifies the delegated activities and reporting responsibilities of the Subcontractor.
3. The following requirements of this Agreement may not be delegated:
 - a. Oversight and Monitoring of QA/QI Activities;
 - b. Adjudication of Final Appeals in a Member Complaint and Grievance Process; and
4. Contractor's agreement with the Subcontractor shall provide for the revocation of the delegation or imposition of other sanctions if the Subcontractor's performance is inadequate to meet the requirements of this Agreement.
5. Contractor shall monitor the Subcontractor's performance on an ongoing basis and perform a formal review of compliance with

delegated responsibilities at least once a year. Upon identification of areas for improvement or deficiencies, Contractor and Subcontractor must take corrective action.

6. All subcontracts shall meet the requirements described below and shall incorporate portions of this Agreement, as applicable, based on the scope of work to be subcontracted.
 - a. Must be in writing and incorporate each applicable requirement of this Agreement, including the following: Part II, Section V, Statement of Work, Subsection J, Recordkeeping; Section XXIII, Indemnification; Section XXV, Professional Liability Insurance; Section XXVI, Tort Claims; Section XXVIII, Workers' Compensation Coverage; Section XXIX, Additional Federal Requirements; Section XXXI, Amendments and Terminations; and every other provision in this Agreement that sets requirements for any of the activities being subcontracted.
 - b. Clearly identify work to be performed by the Subcontractor and what portion of that work, if any, the Subcontractor may further subcontract.
 - c. Ensure that the requirements of 42 CFR Part 434 that are appropriate to the Services or activity required under the subcontract are fulfilled.
 - d. Contain a provision that the Subcontractor shall not bill, charge, seek compensation, remuneration or reimbursement from, or have recourse against DHS or any OHP Member for Covered Services provided during the period for which Capitation Payments were made by DHS to Contractor with respect to said OHP Member, even if Contractor becomes insolvent.
 - e. Contain a provision that the Subcontractor shall continue to provide Covered Services during periods of Contractor Insolvency or cessation of operations through the period for which Capitation Payments were made to Contractor.

- f. Contain a provision requiring the Subcontractor to follow OAR 410-141-0420, Billing and Payment Under the Oregon Health Plan, when submitting Fee-For-Service claims for Oregon Health Plan Services provided to OHP Members that are not Covered Services.
- g. In cases where the Subcontractor has assumed any risk covered under this Agreement, contain a provision that the Subcontractor must protect itself against loss by either self-insuring or providing proof of Reinsurance and by maintaining a Restricted Reserve Fund as described in Exhibit C, Solvency Plan and Financial Reporting.
- h. If Contractor chooses to delegate the Complaints and Grievance Process, Contractor shall require the Subcontractor to have written policies and procedures for accepting, processing and responding to all Complaints and Grievances from Family Members, Local and/or Regional Allied Agencies, and OHP Members consistent with Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Complaint and Hearings Process.
- i. Contain a provision that data used for analysis of delivery system Capacity, Consumer satisfaction, financial solvency, and Encounter, client process monitoring, and Acute Inpatient Hospital Psychiatric Care admission data submission must be provided to Contractor to meet reporting requirements described in Exhibit A, Mental Health Services Practitioner Report; Exhibit B, Health Plan Complaint Log; Exhibit C, Solvency Plan and Financial Reporting; Exhibit D, Encounter Minimum Data Set Requirements; Exhibit E, Client Process Monitoring System; and Exhibit F, Oregon Patient/Resident Care System.
- j. Contain a provision that requires the Subcontractor to have a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and Appropriateness of Covered Services provided to OHP Members.

- k. Contain a provision that requires the Subcontractor to participate in QA and QI activities of Contractor, or those of OMHAS if requested to do so.
 - l. Contain a provision that requires the Subcontractor to provide access to records and facilities as described in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping, Part II, Section V, Statement of Work, Subsection J, Recordkeeping and Section XXX; Agreement Compliance and Quality Assurance Monitoring and to cooperate with OMHAS in medical and financial record reviews, and Agreement compliance and QA monitoring.
 - m. Contain a provision that requires the Subcontractor to cooperate with all processes and procedures of Abuse reporting, investigations, and protective Services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities.
 - n. If Contractor chooses to delegate Utilization Management activities, Contractor shall assure that compensation to Providers is not structured so as to provide incentives to deny, limit or discontinue Medically Appropriate services to OHP members.
7. On the effective date of this Agreement, Contractor shall notify OMHAS in writing of activities to be delegated and the entities performing such delegated activities. Contractor shall provide a list which shall include the delegated entity's business name, address, phone number, name of executive director and activities to be performed. Contractor shall notify OMHAS in writing of changes to the list within thirty (30) calendar days of such change.

P. Participation of Suspended or Terminated Providers

The Covered Services provided by Contractor under this Agreement may not be rendered by individuals or entities who are currently excluded from Medicaid participation under section 1128 or section 1128A of the Social Security Act. Contractor shall not refer OHP Members to such Providers and shall not accept billings for Services to OHP Members submitted by such Providers.

Q. Health Insurance Portability and Accountability Act (HIPAA)

1. Contractor is a "covered entity" for the purposes of the provisions of the Health Insurance Portability and Accountability Act (HIPAA), Title II, Subtitle F, Administrative Simplification, or the federal regulations implementing the Act. Contractor shall develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records consistent with HIPAA and/or other federal, state, and local laws, rules and regulations applicable to the work performed under this Agreement.
2. Contractor, its agents, employees, Providers and Subcontractors shall ensure that confidential records are secure from unauthorized disclosure. Electronic storage and transmission of confidential OHP Member information and records shall assure accuracy, backup for retention, and safeguards against tampering, back dating, or alteration.
3. Guidelines to ensure the security of the electronic transmission of OHP Member confidential information shall be developed by DHS. Within the available resources, and consistent with DHS's testing schedule, Contractor shall initiate a request to DHS for testing and review of security measures.
4. Contractor shall comply with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000) and consistent with the Administrative Simplification Compliance Act (extending the deadline for compliance with transaction and code set requirements until October 12, 2003, subject to submission of a compliance plan to DHHS). Contractor shall initiate a request to DHS for the testing of systems and the

implementation of such policies and procedures as may be required to comply with HIPAA standards.

VI. Revision of Covered Services

Consistent with state law, Covered Services may be expanded, limited or otherwise changed by the Health Services Commission (HSC), or by the Legislative Assembly. Contractor shall provide Covered Services consistent with the expansion or limitation, subject to Contractor's right to terminate this Agreement as provided for in Part II, Section XXXI, Amendments and Termination. DHS shall promptly notify Contractor by certified mail of changes to Covered Services.

VII. Consideration

A. Payment Types and Rates

In consideration of all work to be performed by Contractor under this Agreement, DHS shall pay Contractor a monthly Capitation Payment for each OHP Member, for the period beginning on the date of Enrollment and ending on the date of Disenrollment. Contractor shall be paid a Capitation Payment only for those OHP Members who are enrolled with Contractor according to DHS records. Where the date of an OHP Member's Enrollment or Disenrollment is during mid-month, the Capitation Payment for that OHP Member shall be prorated. DHS may withhold payment for new enrollees when, and for so long as, DHS determines that Contractor meets the circumstances cited in 42 CFR 434.67. Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, DHS will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

1. For each month during the designated period, for the tables contained in Exhibit L, DHS shall pay Contractor the Capitation amount listed for each OHP Member falling within the designated rate category/county who is enrolled with Contractor for the full

month. For any month when one or more OHP Members are enrolled for only part of the month, the Capitation amount for each OHP Member shall be prorated based upon the number of days such OHP Member is enrolled during the month.

2. DHS has developed actuarially set Adjusted Per Capita Costs necessary to cover the reasonable costs of the services to be provided under this Agreement. A full description of the methodology used to calculate per capita costs may be found in the PriceWaterhouseCoopers (PWC) document *Analysis of Federal Fiscal Years 2004-2005: Average Costs*, dated November 11, 2002. A full description of the methodology used to calculate Capitation Payments may be found in the PWC document *Oregon Health Plan Medicaid Demonstration Capitation Rate Development, Federal Fiscal Year 2005*, dated September 2004.
3. DHS shall provide, upon Contractor request, and when available, documents produced by the actuarial firm which document and describe the Capitation rate development process.

B. Payment In Full

The consideration listed in Exhibit L, plus any reimbursement for pilot programs outlined in this Agreement, is the total consideration payable to Contractor for all work performed under this Agreement.

C. Changes in Payment Rates

The Capitation Payment may be changed by amendment to this Agreement pursuant to Part II, Section XXXI, Amendments and Termination, of this Agreement, except that changes in Covered Services in response to revisions in the Prioritized List of Health Services by the HSC that would have an actuarial impact, as determined by DHS, on Contractor's projected costs greater than 1% or in response to action by the Oregon Legislative Assembly shall be made as follows:

1. DHS shall notify Contractor within thirty (30) calendar days of any action by the HSC under ORS 414.720 or the Legislative Assembly that will necessitate a change in the Capitation Payment.
2. In the event of any action as described in Part II, Section VII, Consideration, Section C, Changes in Payment Rates, Item 1., DHS shall prepare and provide to Contractor an amendment to this Agreement. The new Capitation Payment under such amendment shall take effect no earlier than thirty (30) calendar days from the date the amendment is mailed or delivered to Contractor and, no earlier than sixty (60) calendar days following final legislative action.
3. Contractor shall sign any such amendment within forty-five (45) calendar days of receipt of the amendment, or such later date as DHS may specify. If Contractor fails to sign the amendment within such time period, DHS may, at its sole discretion, terminate this Agreement, effective on the proposed effective date of the amendment or such later date as DHS may specify.
4. No amendment to this Agreement shall be effective and binding until it has been signed by all parties and all necessary State of Oregon approvals have been obtained.

D. Timing of Capitation Payments

The date on which DHS shall process Capitation Payments shall depend on whether the Enrollment occurred on a weekly or monthly basis. For OHP members enrolled with Contractor during a weekly Enrollment cycle, Capitation Payments shall be mailed to Contractor by the first working day following the date of Enrollment. For OHP members enrolled with Contractor during a monthly Enrollment cycle, Capitation Payments shall be made available to Contractor by the 10th day of the month to which such payments are applicable. Both sets of payments shall appear on the monthly remittance advice.

DHS shall also send Contractor an Enrollment listing by the 5th day of each month. If Contractor believes that there are any errors in the remittance advice, Enrollment data files, or Enrollment listing, Contractor shall notify DHS. Except for newborns and notwithstanding

any errors in the remittance advice, Enrollment data files, or Enrollment listing, retroactive Capitation Payments shall not be made to Contractor for OHP members not appearing on Contractor's Enrollment data files or listing.

All Fee-For-Service (FFS) claims must be billed by Contractor, its Subcontractor, or its Participating Providers directly in accordance with OAR 410-141-0420, Billing and Payment Under the Oregon Health Plan. Billing Providers must be enrolled with DHS in order to receive payment. Contractor shall not submit any FFS claims for any Covered Services provided to OHP Members.

E. Settlement of Accounts

If an OHP Member is disenrolled, DHS may Recoup or Contractor shall refund to DHS, Capitation Payments received for the OHP Member for any period after the Disenrollment date.

DHS shall have no obligation to make any payments to Contractor for any period(s) during which Contractor substantially fails to carry out the terms of this Agreement. Any payments received by Contractor from DHS for such periods, and any other payments received by Contractor from DHS to which Contractor is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Contractor.

Any Capitation Payments received by Contractor that are considered an overpayment may be offset by any future payments to which Contractor would be entitled under DHS rules for any Covered Services provided by Contractor.

F. Remedies Short of Termination

1. Whenever OMHAS, in its sole judgment, determines that Contractor is out of compliance with this Agreement, OMHAS may, at its discretion, take Remedial Action as outlined in policies adopted by OMHAS. The policies shall be provided to Contractor as adopted by OMHAS. OMHAS shall issue a Notice of Intended Remedial Action which provides, in non-Emergency Situations, at least thirty (30) calendar days' notice prior to the effective date of

the Remedial Action, and in Emergency Situations, at least seven (7) calendar days' notice prior to the effective date of Remedial Action. Contractor may request an administrative review concerning the Notice of Intended Remedial Action and may also request suspension of the Remedial Action until a decision is reached through the administrative review process. To receive a suspension of the intended Remedial Action, Contractor must request an administrative review before the effective date of the intended Remedial Action and include a request to suspend the intended Remedial Action. If the intended Remedial Action is suspended and a decision is reached in favor of OMHAS, OMHAS may impose the Remedial Action retroactively to the effective date stated in the Notice of Intended Remedial Action.

2. Remedial Action provides for a range of options of varying severity depending on the seriousness and nature of the Agreement violation. Options include suspension or freezing of enrollment, financial withholds, or other sanctions designed to remedy Agreement violations. Conditions that may result in Remedial Action include, but are not limited to:
 - a. Failure to substantially provide Medically Appropriate Services that is required to be provided to OHP Members under this Agreement;
 - b. Contractor acts to discriminate among OHP Members on the basis of their mental health status or need for mental health Services;
 - c. Misrepresentation or falsification of information that Contractor provides to an OHP Member or OHP Member Representative, Potential Enrollee, Provider, CMS or DHS;
 - d. Failure to comply with the requirements for physician incentive plans;
 - e. Failure to provide a Provider Panel sufficient to ensure adequate capacity to provide Medically Appropriate Covered Services in accordance with access requirements specified in this Agreement;
 - f. Failure to maintain an internal quality improvement program;
 - g. Failure to comply with the operational and financial reporting requirements specified in this Agreement;

- h. Failure to comply with Fraud and Abuse requirements;
 - i. Failure to make timely claims payments to Providers or provide timely approval of authorizations;
 - j. Failure to comply with Encounter Data submission requirements specified in this Agreement;
 - k. Distribution directly, or indirectly through any agent or independent contractor, marketing materials that have not been approved by OMHAS or that contain false or materially misleading information;
 - l. Violation of any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations.
3. OMHAS will provide CMS written notice whenever it imposes or lifts Remedial Action no later than 30 days after the date the Remedial Action is taken or removed. Notification to CMS will include the type of Remedial Action and the reason for the decision to impose or lift a Remedial Action. Payment for the new OHP Member will be denied when, and for so long as, payment to those OHP Members is denied by CMS.

VIII. Marketing

Contractor must have in place a mechanism for OHP Members and Potential Enrollees to receive information to help them understand the requirements and benefits available under this Agreement. Contractor shall have information available for Potential Enrollees to assist them in making an informed decision about enrollment with Contractor. Contractor shall ensure that staff activities and written materials are accurate and do not intentionally mislead confuse, or defraud OHP Members or Potential Enrollees about options available through Contractor. Statements that will be considered inaccurate, false, or misleading include, but are not limited to, any assertion or statement (whether written or oral) that the OHP Member must enroll with Contractor in order to obtain benefits or in order not to lose benefits; or that the Contractor is endorsed by CMS, the federal or state government, or similar entity. Contractor shall cooperate with OMHAS in developing written materials to be included in OHP Medicaid Demonstration Project and State Children's Health Insurance Program application packets.

1. Contractor, and Subcontractors, shall not initiate contact nor market independently to Potential Enrollees in an attempt to influence an individual's enrollment with Contractor, without the express written consent of OMHAS.
2. Contractor and Subcontractors may not conduct, directly or indirectly, door-to-door, telephonic, mail or other cold call marketing practices to entice Potential Enrollees to enroll with Contractor, or to not enroll with another Contractor.
3. Contractor, and Subcontractors, shall not seek to influence an individual's enrollment with the Contractor in conjunction with the sale of any other insurance.
4. Contractor and Subcontractors may engage in activities intended to provide outreach to Contractor's enrolled OHP Members for the purpose of enhancing mental health promotion or education within Contractor's Service Area.
5. Contractor shall submit to OMHAS, for review and approval, all written marketing materials to OHP Members or Potential Enrollees that reference benefits and/or coverage. Marketing material shall be made available to all OHP Members, or Potential Enrollees, within Contractor's Service Area. Marketing materials expressly for the purpose of mental health promotion, education or outreach do not require prior approval.

IX. Identification Cards

DHS hereby waives the requirement that Contractor issue identification cards to OHP Members as specified in OAR 410-141-0300, Oregon Health Plan Prepaid Health Plan Member Education. Contractor may issue identification cards to OHP Members. Such identification cards shall be for Contractor's convenience only and shall confer no rights to Covered Services or other benefits under this Agreement. To be entitled to such Covered Services or benefits, the holder of the card must, in fact, be an OHP Member and be eligible for Covered Services under this Agreement. Each identification card shall indicate that the holder of

the card is not entitled to benefits under this Agreement unless currently and lawfully enrolled as an OHP Member. If Contractor serves non-OHP Members, identification cards of non-OHP Members and OHP Members shall be as similar as possible and shall not distinguish the OHP Member as different in any way.

X. Third Party Resources

A. Notice to Health Insurance Group

Contractor shall notify the Health Insurance Group, Third Party Recovery Unit, Adult and Family Services within thirty (30) calendar days from the time that Contractor learns that an OHP Member might have other health insurance. This notification shall be provided on a Provider Insurance Response Form (AFS 8708) and shall include the OHP Member's name, Social Security number, State Medicaid number, name of the policyholder, the name and address of the insurance company, group and/or policy number, and any other identifying information available to Contractor, such as dates of coverage.

B Secondary Payer Status and Retroactive Disenrollment

Contractor is secondary payer when the OHP Member is covered by another health insurance policy. Contractor shall notify DHS Health Management Unit (HMU) within thirty (30) calendar days from the time that Contractor learns that an OHP Member might have other insurance. If DHS determines that the OHP Member has sufficient Third Party Resources, DHS may disenroll the OHP Member in accordance with OAR 410-141-0080, Oregon Health Plan Disenrollment from Prepaid Health Plans. The effective date of Disenrollment shall be the first of the month after DHS makes such a determination unless DHS specified a retroactive effective date of Disenrollment pursuant to OAR 410-141-0080(3), except that such date shall not exceed 18 months. When an OHP Member is retroactively disenrolled, DHS shall recoup all Capitation Payments from the date of Disenrollment.

C. Collection of Third Party Resources

Contractor is required to make a reasonable effort to secure payment from Third Party Resources (TPR). To the extent permitted by law,

Contractor shall make a reasonable effort to identify and pursue such TPR without regard to any Capitation Payments received by Contractor under this Agreement. Contractor shall have a system for obtaining timely assignment of the rights to recovery or the assignment of lien rights from the OHP Member and /or Provider as necessary to effectively pursue TPR claims. If Contractor is unable to gain cooperation from the OHP Member in pursuing TPR, Contractor shall notify the DHS Third Party Recovery Unit of the OHP Member's refusal to cooperate.

D. Confidentiality

When pursuing TPR, Contractor shall follow federal and state guidelines relating to confidentiality pursuant to Part II, Section XXII, including without limitation, the federal (42 CF Part 2) and state (ORS 426.460 and ORS 179.505) confidentiality laws and regulations governing the identity and medical/client records of OHP Members. DHS considers Contractor's sending of claims and supporting documentation to a third party insurer to facilitate third party recovery a purpose directly connected with the administration of the Medicaid program. To the extent authorized by law, the DHS Third Party Recovery Unit shall share client and claim information received with Contractor to assist Contractor in third party recovery.

E. Claims Processing

Contractor may not refuse payment on Valid Claims based solely on Contractor's belief that there may be potential TPR, absent documentation of potential TPR. If a Provider cannot obtain recovery from the TPR, Contractor shall not delay payment to the Provider.

F. Accounting for Third Party Collections

Contractor shall be responsible for maintaining records in such a manner so as to ensure that all monies collected from TPR on behalf of OHP Members may be identified and reported to OMHAS in accordance with Exhibit C, Solvency Plan and Financial Reporting. Contractor shall also keep records of third party recovery efforts that are not successful. Contractor shall make these records available for audit and review consistent with the provisions of this Agreement.

G. Third Party Recoveries

Contractor shall pursue third party recovery during this Agreement period pursuant to the requirements of this Agreement, federal and state laws, rules and regulations. The Capitation rate(s) in this Agreement are based, in part, on projected third party recoveries. Contractor's failure to submit third party recovery data and/or pursue recoverable third party recovery obligations during this Agreement may create a claim for reimbursement to the extent required by federal law.

H. Dual Coverage

If Contractor also provides commercial insurance, Contractor shall have a systematic process for identifying OHP Members with dual or overlapping coverage with Contractor and shall notify DHS within fifteen (15) working days of the time such an OHP Member is identified. Contractor shall reimburse DHS, within thirty (30) working days of receipt of monthly billing from DHS for Capitation Payments made on behalf of OHP Members with dual coverage. Contractor is not required to notify DHS on the effective date of Medicare HMO coverage for a dual eligible OHP Member.

I. Indian Health Service and Tribal Facilities

Pursuant to 42 CFR 36.61, subpart G, Indian Health Service and Tribal Facilities are the payer of last resort and are not considered an alternative resource or Third Party Resource.

XI. Merger

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by signature of its authorized representative, hereby acknowledges that he or she had read this Agreement, understands it and agrees to be bound by its terms and conditions.

XII. Ownership

Contractor shall notify OMHAS of any changes in the ownership of Contractor and provide OMHAS with full and complete information of each person or corporation with an ownership or contractor interest (which equals or exceeds 5 percent) in the managed care plan, or any Subcontractor in which Contractor has an ownership interest that equals or exceeds 5 percent.

XIII. Funds Available and Authorized

DHS certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within DHS current appropriation or limitation. Contractor understands and agrees that DHS payment amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon DHS receiving appropriations, limitations, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to continue to make Capitation Payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, DHS may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

XIV. Dual Payment

Except as specifically permitted by this Agreement, Contractor shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source including the federal government. Contractor shall immediately report any funds received by Contractor through activities arising under this Agreement.

XV. Government Status

Contractor certifies that it is not currently employed by the federal government to provide the work covered by this Agreement. Contractor certifies that Contractor is not an employee of the State of Oregon. Contractor shall be responsible for any federal or state taxes applicable to Capitation Payments made under this Agreement. Contractor shall not be eligible for any benefits from contract payments of federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.

XVI. Successors in Interest

Contractor shall not assign or transfer any of its interest in this Agreement without the prior written consent of OMHAS. Subject to the immediately preceding sentence, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any. In addition to any other assignment or transfer of interest, for purposes of this Agreement, all of the following fundamental changes shall be considered an assignment of an interest in this Agreement subject to OMHAS prior written consent.

- A. A consolidation or merger of Contractor, or of a corporation or other entity or person controlling or controlled by Contractor, with or into a corporation or entity or person, or any other reorganization or transaction or series of related transactions involving the transfer of more than 50% of the equity interest in Contractor or more than 50% of the equity interest in a corporation or other entity or person controlling or controlled by Contractor, or
- B. The sale, conveyance or disposition of all or substantially all of the assets of Contractor, or of a corporation or other entity or person controlling or controlled by Contractor, in a transaction or series of related transactions.

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

XVII. Force Majeure

Neither Contractor nor DHS shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond either Contractor's or DHS's reasonable control. Contractor or DHS shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance obligations under this Agreement.

If the rendering of Services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving Contractor, care may be deferred until after resolution of the labor dispute except when care or Service is needed for an emergency or Urgent need or when there is a potential for a serious adverse mental health or medical consequence if Treatment or Diagnosis is delayed more than thirty (30) calendar days.

If a labor dispute disrupts normal execution of Contractor duties under this Agreement, Contractor shall notify OHP Members in writing of the situation and direct OHP Members to bring serious health care needs to Contractor's attention.

XVIII. Headings and Captions

The headings used in this Agreement are for reference and convenience only, and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

XIX. Controlling State Law/Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any action or suit involving this Agreement shall be filed and tried in Marion County, Oregon. Provided, however, if the action or suit might be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Nothing herein shall be constituted as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to claims or jurisdictions based thereon. Contractor, by signature below if its authorized representative, hereby consents to the in personam jurisdiction of said court.

XX. Severability

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

XXI. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

XXII. Non-Discrimination

Contractor shall comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education programs and activities) the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

Contractor shall comply with the requirements of Title II of the American with Disabilities Act and Title 6 of the Civil Rights Act by assuring communication and delivery of Covered Services to OHP Members who have difficulty communicating due to a disability, or limited English proficiency or diverse cultural and ethnic backgrounds, and shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-0220.

XXIII. Indemnification

Contractor shall defend, save, hold harmless and indemnify the State of Oregon, DHS and their officers, agents, employees, from and against all claims suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of Contractor or its officers, employees, agents or Subcontractors under this Agreement. If Contractor is a county (as the word "county" is used in Article XI, Section 10 of the Oregon Constitution) and a public body (as "public body" is defined in ORS 30.260(4)), Contractor's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act and of Article XI, Section 10 of the Oregon Constitution.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, DHS shall indemnify, within the limits

of the Oregon Tort Claims Act, Contractor against liability for damage to life and property arising from DHS activities under this Agreement, provided DHS shall not be required to indemnify Contractor for any such liability arising out of the wrongful acts of Contractor or the employees, agents, or Subcontractors of Contractor.

XXIV. Public Contractor's Liability

If Contractor is a county (as the word "county" is used in Article XI, Section 10 of the Oregon Constitution), notwithstanding any other provisions of this Agreement, including without limitations the following sections of Part II: Section IV, Enrollment and Disenrollment and Section VII, Consideration, Subsection E, Settlement of Accounts and Subsection G, Remedies Short of Termination, of this Agreement, Contractor's liability under this Agreement is subject to the limitations of Article XI, Section 10 of the Oregon Constitution. However, Contractor shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit C, Solvency Plan and Financial Reporting), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, Section 10 of the Oregon Constitution. In the event that Contractor anticipates or determines that its responsibilities under this Agreement might or will violate Article XI, Section 10 of the Oregon Constitution, Contractor shall immediately notify DHS, and DHS may, in its sole discretion, terminate this Agreement upon notice to Contractor or at some later date specified in the notice.

XXV. Professional Liability Insurance

Contractor shall ensure that all persons and entities performing Services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 or 30.300, is applicable and imposes lesser limitations, Contractor shall ensure professional liability insurance coverage

of not less than the amount of \$1,000,000 per person per incident and not less than \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self-insurance with proof of same to be provided to OMHAS upon request.

XXVI. Tort Claims

Contractor and its Subcontractors, employees, and agents are performing the work under this Agreement as independent Contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265. It is understood, however, that if Contractor subcontracts with an Oregon public entity, officer or employee, that entity, officer or employee will be an independent Contractor but may be subject to the Oregon Tort Claims Act, ORS 30.260 to 30.300.

XXVII. Compliance with State Laws

DHS's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279.312, 279.314, 279.316, 279.320. In accordance with ORS 279.555 (1)(e) and (f), Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279.545(4)), recycled PETE products (as defined in ORS 279.545(5)), as well as other recycled plastic resin products (as "recycled product" is defined in ORS 279.545(6)).

XXVIII. Workers' Compensation Coverage

All employers, including Contractor, that employ workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

XXIX. Additional Federal Requirements

Contractor shall comply with Subsections A-K, and shall include the provisions of Subsections A-D and F-G of this Section in all subcontracts and Subsection E when subcontracting with a clinical laboratory as if Subcontractor is Contractor.

A. Contractor certifies, to the best of Contractor's knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify DHS for any damages suffered by DHS as a result of Contractor's failure to comply with the terms of this certification.
5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. If the sums payable to Contractor under this Agreement exceed \$100,000, Contractor shall comply with all applicable standards, orders or requirements issued under Clean Air Act (codified at 42 USC 7401 et. seq.), Federal Water Pollution Control Act, as amended (codified at 33 USC 1251 et. seq.), Executive Order 11738, and Environmental Protection Agency (EPA) regulations which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to DHS, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).
- C. Contractor and Subcontractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6962). Section 6002 of that Act requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are contained in 40CFR Parts 247-253.
- D. If the sums payable to Contractor exceed \$10,000, Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- E. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:

All laboratory testing sites providing Services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

- F. Contractor shall comply with the requirements of 42 CFR Part 489, Subpart I Omnibus Budget Reconciliation Act (OBRA) 1990, Patient Self Determination Act and ORS Chapter 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- G. Contractor shall comply with all other applicable federal law.
- H. If Contractor lets any subcontracts, Contractor shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the Services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
- I. Contractor shall comply with all requirements of Exhibit I, Practitioner Incentive Plans, to ensure compliance with Sections 4204 (a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern physician incentive plans.
- J. If Contractor is a Risk HMO and is sanctioned by CMS under 42 CFR 434.67, payments provided for under this Agreement will be denied for OHP Members who enroll after the imposition of the sanction, as set forth under 42 CFR 434.42.
- K. Prevention/Detection of Fraud and Abuse

Contractor shall have in place internal controls, policies or procedures capable of preventing and detecting fraud and abuse activities as they relate to the Oregon Health Plan as outlined in Exhibit J.
- L. Debarment and Suspension

Contractor shall not permit any person or entity to be a sub-contractor if the person or entity is listed on the non-procurement portion of the

General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Sub-contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

XXX. Agreement Compliance and Quality Assurance Monitoring

- A. OMHAS shall conduct Agreement compliance and QA monitoring related to this Agreement. Contractor and its Subcontractors shall cooperate in such monitoring and Contractor shall notify its Subcontractors and Participating Providers of such monitoring, related instructions and request for information.
- B. OMHAS shall provide Contractor thirty (30) calendar days written notice of any Agreement compliance and QA monitoring activity which requires any action or cooperation of Contractor as specified in D., below, unless one of the following conditions exist or is suspected to exist:
 - 1. Operations of Contractor or its Subcontractors or Participating Providers threaten the health or safety of any OHP Member; or
 - 2. Contractor or its Subcontractors or Participating Providers may act to alter records or make them unavailable for inspection.
- C. Notice of monitoring shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.
- D. Monitoring procedures may include, but are not limited to, the following:
 - 1. Entry and inspection of any facility used in the delivery of Covered Services;

2. A request for submission to OMHAS of copies of documents, or access to such documents during a site visit, as needed to verify compliance with this Agreement or state and federal laws, rules and regulations;
 3. The completion by Contractor of self-assessment checklist or pre-site visit questionnaires recording the degree of compliance or noncompliance with specific Agreement or rule requirements; and
 4. Conduct of interviews with, and administration of questionnaires to Contractor staff, Participating Providers, Health Care Professionals, Local and/or Regional Allied Agencies, and Consumers knowledgeable of Service operations.
- E. Contractor shall cooperate with OMHAS in the development of a corrective action plan to bring Contractor performance in compliance with this Agreement or state and federal laws, rules and regulations.
- F. OMHAS shall make available to Contractor a written report of its findings and conclusions within sixty (60) calendar days of the completion of the monitoring.

XXXI. Amendments and Termination

- A. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by both parties, and when signed by the Oregon Department of Justice as approved for legal sufficiency.
- B. This Agreement may be terminated under any of the following conditions:
1. This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) calendar days written notice. If termination is initiated by Contractor, DHS has a right to full disclosure of Contractor's records required by this Agreement. Contractor shall promptly provide such disclosure to DHS upon

demand. If termination is initiated by DHS under Part II, Section VII, Consideration, Subsection C, Changes in Payment Rates, the thirty (30) calendar days notice period does not apply and the termination is effective upon written notice to Contractor.

2. DHS may also terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by DHS, as set forth elsewhere in this Agreement, under any of the following conditions:
 - a. If DHS funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if DHS expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of Services as required by this Agreement.
 - b. If federal or state regulations or guidelines or CMS waiver terms are modified, changed or interpreted in such a way that the Services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments under this Agreement.
 - c. If any license, registration or certificate required by law or regulation to be held by Contractor or Contractor's Subcontractors or Participating Providers to provide Covered Services is for any reason denied, revoked or not renewed.
 - d. If OMHAS determines that the health or welfare of OHP Members is in jeopardy should this Agreement continue.
 - e. If Contractor fails to provide Services called for by this Agreement, fails to perform any other provisions of this Agreement within the time specified or any extension thereof, or fails to pursue the work of this Agreement in accordance with its terms; and such failure continues for ten (10) calendar days, or such longer period as OMHAS may authorize, after Contractor's receipt of written notice thereof.

- f. If Contractor fails to perform or otherwise comply with any provision contained in Section V, Statement of Work.
 - g. If Contractor is a Fully Capitated Health Plan and no longer provides Services under the OHP Medicaid Demonstration Project in all of the counties listed in Part I, Section III.B., Service Area, pursuant to its FCHP Service agreement with DHS.
 - h. If Contractor is a county government (or a group of counties acting through a lead county under ORS Chapter 190 or an intergovernmental entity created by a group of counties under ORS Chapter 190) and no longer operates or contracts for CMHPs (or in the case of a group of counties acting through a lead county under ORS Chapter 190 or an intergovernmental entity created by a group of counties under ORS Chapter 190, one or more of the said counties no longer operates or contracts for CMHPs) pursuant to ORS 430.620 under an Intergovernmental Agreement with DHS.
- C. Notwithstanding paragraphs A and B of this subsection, if DHS initiates termination of this Agreement, Contractor may request an Agreement pre-termination hearing within ten (10) days of the Notice of Termination as follows:
 - 1. An Agreement pre-termination hearing allows an opportunity for the Administrator of DHS, or designee, to reconsider the decision to terminate this Agreement. The request for an Agreement pre-termination hearing may include the provision of new information that may result in DHS changing its decision.
 - 2. A written request for Agreement pre-termination hearing must be received by the Administrator of OMHAS within ten (10) days of the date of the issuance of DHS notice of termination. If a written request for Agreement pre-termination hearing is not received within this ten (10) day period or if Contractor withdraws a hearing request, any right to such hearing shall be considered waived.
 - 3. Contractor must submit any documentation it intends to ask the Administrator of OMHAS to review at the Agreement pre-

termination hearing. In the Administrator's discretion, the Agreement pre-termination hearing can occur based solely on document review. If the Administrator decides that a meeting will assist the decision, the Administrator will notify Contractor requesting the Agreement pre-termination hearing of the date, time and place of the meeting. The meeting will be conducted in the following manner:

- a. It will be conducted by the Administrator of OMHAS, or designee;
 - b. No minutes or transcript of the meeting is required;
 - c. Contractor will be given an opportunity to present information.
 - d. DHS staff will not be available for cross-examination, although staff may assist the Administrator of OMHAS in providing information relevant to the hearing.
 - e. The Administrator of OMHAS may request Contractor to submit documentation of new information that has been presented orally. In such an instance, a specific date for receiving such information will be established.
 - f. The record of the hearing will include the information in DHS's file, and relevant information timely submitted to the Administrator of OMHAS by Contractor.
 - g. The Administrator or designee shall issue an Agreement pre-termination hearing decision within thirty (30) days of the close of record.
4. If Contractor timely requests an Agreement pre-termination hearing, the Administrator of OMHAS shall:
- a. Notify individuals enrolled with Contractor of the hearing request, and

- b. Permit such enrollees to disenroll immediately with Contractor without cause.
- 5. Where Contractor and DHS mutually agree to termination under subsection B.1., above, or Contractor seeks to terminate this Agreement, Contractor will be deemed to have waived a request for pre-termination hearing.
- D. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date when the obligations or liabilities result from Contractor's failure to provide for termination of, or right to terminate, its commitments concurrently with and consistent with the termination of this Agreement.
- E. In the event of termination of this Agreement, DHS will give OHP Members notice of the termination and information on options for receiving Converged Services following the date of termination.
 - 1. Contractor shall ensure the orderly and reasonable transfer of OHP Member care in progress, whether or not those OHP Members are hospitalized.
 - 2. If Contractor chooses to provide Services to a former OHP Member who is no longer an OHP Member or who is enrolled with another contractor at the time Contractor renders the Service, DHS shall have no responsibility to pay for such Services.
 - 3. Upon termination, DHS shall conduct a final accounting of Capitation Payments received for OHP Members enrolled during the month in which termination is effective and shall be accomplished as follows:
 - a. Mid-month Termination: For termination of this Agreement that occurs during mid-month, the Capitation Payments for that month shall be apportioned on a daily basis. Contractor shall be entitled to Capitation Payments for the period of time prior to the date of termination, and DHS shall be entitled to a refund for the balance of the month.

- b. **Responsibility for Claims:** Contractor is responsible for any and all claims from Subcontractors or other Providers, including Emergency Service Providers, for Covered Services provided prior to termination date. Contractor shall promptly notify DHS of any outstanding claims for which DHS may owe, or be liable for, a Fee-For-Service payment, which are known to Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall supply DHS, with all information necessary for reimbursement of such claims.
4. The rights and obligations of the parties arising under the following sections of Part II: Section V, Statement of Work, Subsection J, Recordkeeping, Item 3, Government Access to Records; Section XIX, Controlling State Law/Venue; Section XXV, Professional Liability Insurance; Section XXXI, Amendments and Terminations, Subsection D and Subsection E, shall survive the termination or expiration of this Agreement.

XXXII. Notices

Any notice under this Agreement shall be deemed received the earlier of either the date of actual delivery or two (2) working days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor: To the address listed in Part I, Section V. Contractor Information, of this Agreement

If to an OHP Member: To the latest address provided for the OHP Member on an address list, Enrollment or change of address form actually received by Contractor.

If to DHS: OMHAS Community Services Section Manager, 2575 Bittern Street NE, Post Office Box 14250, Salem, Oregon 97309-0740.

EXHIBIT A
MENTAL HEALTH SERVICES PRACTITIONER REPORT

1. Contractor shall complete the Mental Health Services Practitioner Report and submit the report on a computer diskette using a spreadsheet format such as Excel, or a database format such as Access, to OMHAS within one calendar month after the effective date of this Agreement. Contractor may complete a separate report for each county included in its Service Area.
2. Contractor shall list the names of all Participating Providers contracted with for the provision of Covered Services under this Agreement.
 - a. Contractor shall include the names of those employed persons whose duties may be administrative if such persons are responsible for oversight of clinical or Case Management activities; however, the amount of time recorded for such persons shall be limited to the proportion of time spent conducting clinical oversight or Case Management activities.
 - b. Contractor shall indicate the average number of hours worked each week over the last three (3) months for Contractor employed Health Care Professionals. A "standard" work week, for the purposes of this report, shall be 40 hours.
 - (1) Contractor may prorate the average number of hours worked each week using the following formula: the number of hours worked x percentage of OHP Members seen. For example, if 85% of total clients are OHP Members, multiply the total hours worked by each employed Health Care Professional by 85%.
 - (2) Contractor may propose to OMHAS other methods to calculate the average number of hours per week by employed Health Care Professionals.
 - c. For contracted Health Care Professionals, Contractor shall indicate the average number of hours worked each week over the last three (3) months in providing Covered Services to OHP Members.

3. Contractor's report shall include the following data elements:

- a. Name of MHO
- b. Report Date
- c. County, or counties, to which this report applies
- d. List name of each contracted individual mental health professional providing Covered Services to OHP Members by degree or license and indicate specialty using the following categories:
 - (1) MD (Physician/Psychiatrist),
 - (2) PMHP (Psychiatric Mental Health Nurse Practitioner),
 - (3) PhD (Licensed Clinical Psychologist), or
 - (4) LCSW (Licensed Clinical Social Worker).
- e. List name of each contracted agency showing employed clinical persons providing covered services or case management activities, and indicate the average hours per week each is engaged in OHP activities for the Contractor. Use the following categories:
 - (1) MD (Physician/Psychiatrist),
 - (2) PMHP (Psychiatric Mental Health Nurse Practitioner),
 - (3) PhD (Licensed Clinical Psychologist),
 - (4) LCSW (Licensed Clinical Social Worker),
 - (5) QMHP (Qualified Mental Health Professional),
 - (6) QMHA (Qualified Mental Health Associate), or
 - (7) PARA/Non-D (Paraprofessional/Non-Degree).
- f. List the names of all other Participating Providers not included above with whom the Contractor has contracted for the provision of Covered Services under this Agreement such as hospitals, or Respite Care Providers.

4. Contractor shall send this report to Office of Mental Health and Addiction Services, Community Services Section, PO Box 14250, Salem, OR 97309-0740.
5. If Contractor has questions about this report, Contractor may call the OMHAS Quality Assurance Specialist at (503) 945-9829.

EXHIBIT B
MENTAL HEALTH ORGANIZATION (MHO) COMPLAINT LOG

1. Complaint means an oral or written communication, submitted by an OHP Member or an OHP Member Representative, which addresses issues with any aspect of the Contractor's or Provider's operations, activities, or behavior that pertains to 1) the availability, delivery, or Quality of Care, including utilization review decisions, that are believed to be adverse by the OHP Member; or 2) the denial, reduction, or limitation of Covered Services under this Agreement. The expression may be in whatever form or communication or language that is used by the OHP Member or the OHP Member Representative, but must state the reason for the dissatisfaction and the OHP Member's desired resolution.
2. An OHP Member, or OHP Member Representative, may relate any incident or concern to Contractor, Provider, or Subcontractor, by indicating or expressing dissatisfaction or concern, or by stating this is a Complaint that needs resolution.
3. Complaints are a source of information that may be used to evaluate the quality of access, Provider service, clinical care, or Contractor Service to OHP Members. Contractor shall have written policies and procedures for the thorough, appropriate and timely resolution of OHP Member Complaints, which include:
 - a. Documentation of the nature of the Complaint which shall include, at minimum:
 - 1.) A log of formal Complaints;
 - 2.) A file of written formal Complaints and Grievances, and
 - 3.) Records of their resolution.
 - b. Analysis and investigation of the Complaint; and
 - c. Notification to the OHP Member of the disposition of the Complaint and the OHP Member's right to appeal the outcome of the Complaint or handling of a Complaint.
4. Contractor shall complete and submit the MHO Complaint Log on a quarterly basis within 60 calendar days of the end of each calendar quarter. Contractor shall record each Complaint once on the MHO Complaint Log. If the Complaint covers more than one category, Contractor shall record the Complaint in the predominant category.

5. Contractor shall send the MHO Complaint Log to Office of Mental Health and Addiction Services, Community Services Section, PO Box 14250, Salem, OR 97309-0740.
6. If Contractor has questions about this report, Contractor may call the OMHAS Quality Assurance Specialist at (503) 945- 9829.
7. If Contractor wants this report on diskette, Contractor may call (503) 945-9447.

MHO COMPLAINT LOG

Mental Health Organization _____ Report Period: _____

An informal Complaint is defined as an incident or concern identified verbally related to a practitioner or staff member. This level of Complaint requires minimal research, and often is resolved through education, negotiation, mediation, case management, or change in policy.

A formal complaint is an incident or concern which is identified either verbally or in writing to the staff member(s) responsible for resolving Complaints and grievances and that require formal review by the Contractor's Quality Assurance Coordinator and/or Contractor's medical director. (Attach a brief narrative for formal Complaints).

[illegible]

Type of Complaint as you best understand the core issue following discovery

ACCESS		Interaction with Provider, MHO, or Staff	
A1	Difficulty contacting Provider or MHO	I1	Client feels not treated with dignity or respect
A2	Timely appointment not available	I2	Client disagrees with staff or clinician response
A3	Convenient appointment not available	I3	Lack of courteous service
A4	No choice of clinicians or clinician not available	I4	Lack of cultural sensitivity
A5	Transportation or distance barrier	I5	Other (describe)
A6	Physical barrier to Provider's office	Quality of Service	
A7	Language barrier or lack of interpreter services	Q1	Provider office unsafe
A8	Wait time during visit too long	Q2	Provider office uncomfortable
A9	Other (describe)	Q3	Client did not receive information about available services
Denial of Service, Authorization, or Payment		Q4	Excessive wait times on phone
D1	Desired service not available	Q5	Phone call not returned
D2	Client wanted more service than offered/authorized	Q6	Client doesn't like pre-authorization requirements
D3	Request for service not covered by OHP	Q7	Other (describe)
D4	Request for medically unnecessary service	Consumer Rights	
D5	Payment to non-participating provider denied	CR1	Not informed of consumer rights
D6	Service authorization denied	CR2	Complaint and appeal procedure not explained
D7	Other (describe)	CR3	Access to own records denied
Clinical Care		CR4	Concern over confidentiality
C1	Client not involved in treatment planning	CR5	Allegation of abuse
C2	Client's choice of service not respected	CR6	Treatment discontinued without proper notification
C3	Disagreement with treatment plan	CR7	Other (describe)
C4	Concern about prescriber or medication issues		
C5	Lack of response or follow-up		
C6	Lack of coordination among providers		
C7	Care not culturally appropriate		
C8	Client believed quality of care inadequate		
C9	Other (describe)		

EXHIBIT C

SOLVENCY PLAN AND FINANCIAL REPORTING

Contractor shall maintain sound financial management procedures, maintain protections against Insolvency commensurate with the number of OHP Members and level of risk assumed, and generate periodic financial reports for submission to OMHAS (OAR 410-141-0340). Financial management, solvency protection, and reporting shall occur as specified below.

1. Contractor shall protect itself against catastrophic and unexpected expenses related to Covered Services by either self-insuring or by obtaining stop-loss protection from a private insurer in an amount sufficient to cover estimated risk for the duration of this Agreement. Contractor shall provide proof of such coverage to OMHAS within 30 days after the effective date of this Agreement.

2. Restricted Reserve Fund

Contractor shall maintain a Restricted Reserve Fund balance no less than \$250,000 and provide evidence of the required restricted reserve account balance to OMHAS within 60 calendar days after the end of each calendar quarter as outlined below. Contractor shall identify where and by whom the restricted reserve account is held.

- a. If Contractor subcontracts any work to be performed under this Agreement using a subcapitated reimbursement arrangement, Contractor may choose to require its Subcontractor to maintain a Restricted Reserve Fund for the Subcontractor's portion of the risk assumed or may maintain a Restricted Reserve Fund for all risk assumed under this Agreement. Regardless of the choice made, Contractor shall assure that the combined total Restricted Reserve Fund balance meets the requirements of this Agreement.
- b. If the Restricted Reserve Fund is held in a combined account or pool with other entities, Contractor, and its Subcontractors as applicable, shall provide a statement from the pool or account manager that the Restricted Reserve Fund is available to Contractor, or its Subcontractors as applicable, and has not been obligated elsewhere.
- c. If Contractor must use its Restricted Reserve Fund to finance Covered Services, Contractor shall provide advance written notice to OMHAS of the amount to be withdrawn, the reason for withdrawal, when and how the Restricted Reserve Fund will be replenished, and steps to be taken to avoid the need for future Restricted Reserve Fund withdrawals.

- d. Contractor shall provide OMHAS access to its Restricted Reserve Fund if Insolvency occurs.
 - e. Contractor shall have written policies and procedures to ensure that, if Insolvency occurs, OHP Members and related Clinical Records are transitioned with minimal disruption.
3. Contractor shall provide Third Party Resource collection information, using Report C2, Current OHP Members with Third Party Resources (Quarterly Report), on a quarterly basis within 60 calendar days after the end of each calendar quarter. Contractor shall make reasonable efforts to identify and pursue such Third Party Resource without regard to any capitation payments. Contractor shall keep records of such efforts, successful or unsuccessful, to ensure accuracy of such reports and make records available for audit and review upon request.
4. Contractor shall provide financial information, using Report C3, Quarterly Balance Sheet, within 60 calendar days after the end of each calendar quarter. Contractor shall have systems that capture, compile, and evaluate information and data concerning financial operations including, but not limited to, the determination of future budget requirements and for determining, managing and accounting for "Incurred But Not Reported" expenses.
5. Contractor shall provide financial information, using Reports C4, MHO Contractor's Quarterly Statement of Revenue and Expenses, and C4A, Health Care Expenses By Service Type, on a quarterly basis within 60 calendar days after the end of each calendar quarter.

In addition to the quarterly reports, Contractor shall provide a Report C4 based on a fiscal year which shall include a detailed description of how a net loss was covered or how a net income will be used during the next fiscal year.

6. Contractor shall provide financial information, using Report C5, Fiscal Year Cash Flow Analysis for Corporate Activity within 90 calendar days after the end of Contractor's fiscal year.
7. Contractor shall submit an Annual Audited Financial Statement to OMHAS within 180 days after the end of the Contractor fiscal year. The audited financial statement shall be prepared by an independent accounting firm. In conducting the audit of the financial statements, the auditor will apply sufficient procedures to conclude that, in all material respects:
- a. the assumptions and methods used in determining loss reserves, actuarial liabilities, or other related accounting items are appropriate in the circumstances, and
 - b. the information on the Contractor's C3, C4, C4a, and C5 reports is accurately included within the amounts presented in the Contractor's financial statements and footnote disclosures.

8. Contractor shall notify OMHAS of any significant change to the information provided in the quarterly financial reports. If the change requires restatement of a prior quarterly financial report, Contractor shall amend the report and submit to OMHAS within 30 working days of the date the change is identified.
9. Contractor shall supply OMHAS with a spreadsheet, or other mutually agreed upon format, containing the quarterly financial reports either electronically or by mailing a diskette. Contractor shall send these reports to Office of Mental Health and Addiction Services, Community Treatment Systems, 500 Summer St. NE, Salem, Oregon 97301-1118.
10. If Contractor has questions about these reports, Contractor may call the OMHAS, Community Treatment Systems, OHP Mental Health Specialist at (503) 947-5530.
11. If Contractor wants these reports on diskette, Contractor may call (503) 947-5530.

REPORT C1: MENTAL HEALTH MONTHLY UTILIZATION OVERVIEW

Mental Health Organization: _____

Report Period: _____ through _____

Instructions: Provide monthly Utilization and OHP Member information for Covered Services. Due within 90 calendar days of the end of each month

1. OHP Member Information		Number
Total Number of OHP Members ¹ As of the First of This Month		
Unduplicated Number of OHP Members Who Received Services This Month ²		
2. Utilization: Outpatient Services	No. of OHP Members Served ³	No. of Units ⁴ of Services Provided
Assessment and Evaluation		
Case Management		
Consultation		
Medication Management		
Outpatient Therapy		
Supportive Day Program		
Family Support Services		
Group Parent Psychosocial Skills Development		
Sign Language/Oral Interpreter Service		
MHDDSD JOBS		
2. Utilization: Outpatient Services	No. of OHP Members Served ⁵	No. of Units ⁶ of Services Provided
Individual Parent Psychosocial Skills Development		
Other Services (Specify)		
3. Utilization: Inpatient and Alternatives to Inpatient Services	No. of Discharges ⁷	No. of Days ⁸
Acute Inpatient Hospital Care		
Subacute Care		
Respite Care		
Partial Hospitalization, Full Day		
Partial Hospitalization, Part Day		

Last Update 7/00

¹The number of OHP Members the Contractor was capitated for as of the first calendar day of the reporting month.

²Count all OHP Members who received Covered Services during the month.

³The unduplicated count of OHP Members who received Covered Services within each service category.

⁴The total number of units of Covered Services provided to OHP Members counted in the previous column regardless of what entity paid for the service. For example, report Covered Services paid for by Medicare or other private insurance. Unless specified otherwise, a unit of service equals 15 minutes. An OHP Member may receive more than one type of service.

⁵The unduplicated count of OHP Members who received Covered Services within each service category.

⁶The total number of units of Covered Services provided to OHP Members counted in the previous column regardless of what entity paid for the service. For example, report Covered Services paid for by Medicare or other private insurance. Unless specified otherwise, a unit of service equals 15 minutes. An OHP Member may receive more than one type of service.

⁷The number of OHP Members discharged from an inpatient hospital or one of the alternatives listed below. Do not count as a discharge transfers from one facility to another when the receiving facility provides the same level of care and the care is covered by the Contractor under the MHO Agreement. OHP Members found Appropriate for Long Term Psychiatric Care but who remain in an Acute Inpatient Hospital Psychiatric Care setting should not be counted until physical transfer or discharge occurs. Count the discharge even when Medicare or other private insurance paid for the Covered Service.

⁸The sum of incurred inpatient days for each of the discharges recorded for the report period. Count and record days for only those discharges occurring during the reporting period. Count the total length of stay for each discharge. For OHP Members found Appropriate for Long Term Psychiatric Care but who remain in an Acute Inpatient Hospital Psychiatric Care setting, do not count the days from the point the OHP Member is deemed Appropriate for Long Term Psychiatric Care.

REPORT C2: CURRENT OHP MEMBERS WITH THIRD PARTY RESOURCES (QUARTERLY REPORT)

Mental Health Organization: _____

Report Period: _____

Instructions: Due within 60 calendar days after the end of each calendar quarter.

1. Provide Third Party Resource information for Covered Services.
2. Separate amounts collected by Medicare, other insurance collections, and tort and estate collections, and Capitation rate category.
3. If the accounts receivable system cannot capture collections by Capitation rate category, do the following:
 - a. Record total collections by Medicare, other insurance, and tort and estate recoveries.
 - b. Keep detailed records of all collections by OHP Member name, prime number and Third Party Resource.
 - c. Provide a written statement with the report indicating when Third Party Resource collection information will be available by Capitation rate category.

Capitation Rate Category	Medicare Collections	Other Insurance Collections	Tort and Estate Collections
1. TANF			
2. General Assistance			
3. PLM Adults under 100% FPL			
4. PLM Adults over 100% FPL			
5. SCHIP Children Aged 0 - 1			
6. PLM Children Aged 0 - 1			
7. PLM or SCHIP Children Aged 1- 5			
8. PLM or SCHIP Children Aged 6 - 18			
9. OHP Families			
10. OHP Adults & Couples			
11. AB/AD with Medicare			

2004-2005 Oregon Health Plan Mental Health Organization Agreement

12. AB/AD without Medicare			
13. OAA with Medicare			
14. OAA with Medicare Part B Only			
15. OAA without Medicare			
16. CAF Children			
17. Total Collections			

Last Update on 7/00

Preparer's Signature and Phone Number

**REPORT C3:
QUARTERLY BALANCE SHEET**

Mental Health Organization _____

Report Period: ☐ 4th Quarter (Oct-Dec) ☐ 1st Quarter (Jan-Mar)
☐ 2nd Quarter (Apr-Jun) ☐ 3rd Quarter (Jul-Sep)

Report due within 60 calendar days after the end of each calendar quarter.

Category	MHO Activities Under this Agreement
CURRENT ASSETS	
1. Cash and Cash Equivalents	
2. Short-Term Investments	
3. Investment Income Receivables	
4. Health Care Receivables	
5. Prepaid Expenses	
6. Other Current Assets	
7. Total Current Assets	
OTHER ASSETS	
8. Restricted Cash and Restricted Securities	
9. Other Long-Term Investments	
10. Other Assets (Please specify)	
(a)	
(b)	
(c)	
11. Total Other Assets	

Category	MHO Activities Under this Agreement
PROPERTY AND EQUIPMENT	
12. Land, Buildings and Improvements	
13. Furniture and Equipment	
14. Leasehold Improvements	
15. Other Property and Equipment	
16. Total Property and Equipment	
17. TOTAL ASSETS	
CURRENT LIABILITIES	
18. Accounts Payable	
19. Claims Payable	
20. Incurred but Not Reported	
21. Accrued Medical Incentive Pool	
22. Loans and Notes Payable	
23. Other Current Liabilities	
24. Stop Loss Insurance	
25. Total Current Liabilities	
OTHER LIABILITIES	
26. Loans and Notes Payable	
27. Other Liabilities	
28. Total Other Liabilities	
29. TOTAL LIABILITIES	
NET WORTH	
30. Contributed Capital	
31. Contingency Reserves	
32. Retained Earnings/Fund Balance	

Category	MHO Activities Under this Agreement
33. Other Net Worth	
34. Total Net Worth	
35. TOTAL LIABILITIES AND NET WORTH	

Preparer's signature and phone number

Report C3: Quarterly Balance Sheet

Other Definitions for this report:

Balance Sheet: A financial statement that has been developed using generally accepted accounting principles and that shows the financial position of a business on a particular date.

If separate accounts are not kept for Covered Services, balance sheet information for such Covered Services may be allocated using an estimation procedure. Such procedure and all assumptions must be disclosed in Notes. This estimation procedure must be used throughout the report.

1. **Cash and Cash Equivalents:** Cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 calendar days or less from date of purchase.
2. **Short-Term Investments:** Principal amounts of investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Investment Income Receivables:** Income, including interest accrued or dividends earned on short term or long term investments.
4. **Health Care Receivables:** Includes Fee-For-Service, coordination of benefits, subrogation, copayments, reinsurance recoveries and non-affiliated provider receivables.
5. **Prepaid Expenses:** Any expenses paid and recorded in advance of its use or consumption in the business, which properly represents a portion as an expense of the current period and a portion as an asset on hand at the end of the period.
6. **Other Current Assets:** Other assets not included in the asset categories listed above, including any other accounts receivable.
7. **Total Current Assets:** The sum of lines 1 through 6.
8. **Restricted Cash and Restricted Securities:** Assets restricted for statutory Insolvency requirements held for contract.

9. **Other Long-Term Investments:** Principal amounts of investments with a maturity longer than one year from date of purchase or no stated maturity date.
10. **Other Assets:** Other assets, such as aggregate write-ins, bonds, preferred stocks, receivables from securities, etc. (Please specify)
11. **Total Other Assets:** The sum of lines 8 through line 10.
12. **Land, Buildings and Improvements:** Net book value of land and buildings owned by Contractor, and any improvements made to buildings, or improvements in progress.
13. **Furniture and Equipment:** Net book value of office equipment, including computer hardware and software (where permitted), and furniture owned by Contractor.
14. **Leasehold Improvements:** Net book value of improvements to facilities not owned by Contractor. Provide net amount (gross amount less amortization).
15. **Other Property and Equipment:** Net book value of other tangibles and, fixed assets that are not included on Lines 12, 13, and 14.
16. **Total Property and Equipment:** The sum of lines 12 through line 15.
17. **Total Assets:** The sum of lines 7, 11 and 16.
18. **Accounts Payable:** Amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.
19. **Claims Payable:** Claims reported and booked as payables claims (minus incentives and stop loss).
20. **Incurred But Not Reported (IBNR):** An estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.
21. **Accrued Medical Incentive Pool:** Liability for arrangements whereby Contractor agrees to share Utilization savings with Individual Practice Associations, physician groups, or other providers.

22. **Loans and Notes Payable:** The principal amount on loans or notes due within one year.
23. **Other Current Liabilities:** Any payable amount other than direct health care services to affiliates and any liabilities not included in the current liabilities categories listed above.
24. **Stop Loss Insurance:** Protection against catastrophic and unexpected expenses related to Capitated Services. The method of protection may include the purchase of stop loss coverage, reinsurance, self insurance or any other alternative determined acceptable by OMHAS.
25. **Total Current Liabilities:** The sum of lines 18 through 24.
26. **Loans and Notes Payable:** Loans and notes signed by Contractor, not including current portion payable, that are of a long term nature (liquidation not expected to occur within one year of the date of the statement).
27. **Other Liabilities:** Other liabilities not included in the liabilities categories listed above.
28. **Total Other Liabilities:** The sum of lines 26 and 27.
29. **Total Liabilities:** The sum of lines 25 and 28.
30. **Contributed Capital:** Capital donated to Contractor.
31. **Contingency Reserves:** Reserves held for contingency purposes as defined in state statutes and regulations.
32. **Retained Earnings/Fund Balance:** The undistributed and unappropriated amount of surplus.
33. **Other Net Worth:** Other net worth items not reported on any other lines.
34. **Total Net Worth:** The sum of line 30 through 33.
35. **Total Liabilities and Net Worth:** The sum of lines 29 and 34.

**REPORT C4:
MHO CONTRACTOR'S QUARTERLY STATEMENT
OF REVENUE AND EXPENSES**

Mental Health
Organization: _____

Subcontractor: _____

Report Period: ☐ 4th Quarter (Oct-Dec) ☐ 1st Quarter (Jan-Mar)
 ☐ 2nd Quarter (Apr-Jun) ☐ 3rd Quarter (Jul-Sep)
 ☐ Annual Fiscal Year

Report due within 60 calendar days after the end of each calendar quarter.

☐ Full Accrual ☐ Modified Accrual ☐ Cash (Please Specify)

Category	OHP Activity under this Agreement
REVENUES	
1. Capitation	
2. ITS Pilot Payments (if applicable)	
3. Other Health Care Revenues (please specify)	
a.	
b.	
c.	
4. Total Revenues	

HEALTH CARE EXPENSES	
5. Health Care Expenses	
a. Staff Model	
b. Fee-for-Service	
c. Risk Models	
d. Other payment arrangements	
6. Incentive Pool and Withhold Adjustments	
7. Subcapitation Payments	
8. Other health care expenses not included above. (please specify)	
9. DEDUCTIONS	
a. Coordination of Benefits	
b. Reinsurance Recoveries Incurred	
c. Subrogation	
10. TOTAL HEALTH CARE EXPENSES	
ADMINISTRATIVE EXPENSES	
11. Contractor	
12. Subcontractor	
13. Total Administrative Expenses	
14 TOTAL EXPENSES	
15. NET INCOME (LOSS)ⁱ	
16. Beginning Balance	
17. Increase (Decrease) in Retained Earnings/Fund Balance	
18. Other Changes	
19 Balance at End of Period	

Accounting of Net Income (Loss) Recorded on Line 15 Contractor shall submit an additional Report C4 based on a fiscal year which includes a detailed description of how a net loss was covered or how a net income will be used during the next fiscal year

Line 15 Amount

\$ _____

Preparer's signature and phone number

ⁱ Contractor shall account for the amount of this line by providing an additional fiscal year C4. If the figure reflects a net loss, Contractor shall describe how the net loss was covered. If the figure reflects a net income, Contractor shall describe how such net income will be used during the next fiscal year.

Report C4: MHO Contractor's Quarterly Statement of Revenue and Expenses

Statement of Revenue and Expenses: A financial statement reporting fully accrued revenues and expenses under this Agreement for the period. Contractor shall indicate the accounting method used for this report: Full accrual, modified accrual, or cash basis. Expenses should be appropriately reported for health care and administrative expenses.

When a Contractor reports an expense on Report C4 Line 9 "Subcapitation payments", the Contractor shall have Subcontractors receiving subcapitation funds complete Reports C4 and C4A. Contractor shall attach Subcontractor's Reports C4 and C4A with Contractor's quarterly statements when submitting them to OMHAS .

OHP Activity: The financial position of Contractor relating to activities that are associated with Covered Services provided under the Oregon Health Plan (OHP) under this Agreement.

Allocation of expenditures between OHP and other line of business. If separate accounts are not kept for the OHP, revenue and expenses for the OHP may be allocated using an estimation procedure. Such a procedure and all assumptions must be disclosed in Notes to Report C4. This estimation procedure must be used throughout the reports. The assumptions underlying the allocation must be based on a methodology that clearly represents the costs associated with providing Covered Services to OHP Members.

Contractor shall indicate the beginning balance for the reporting period.

Revenues

1. **Capitation:** The amount received by Contractor on a per member per month basis in advance of and as payment for the provision of Covered Services to OHP Members enrolled with Contractor over a defined period of time.
2. **ITS Pilot Payments (if applicable)** - The amounts received by Contractor for OHP Members participating in the Intensive Treatment Services Pilot Project.
3. **Other Health Care Revenues:** Other revenues recognized as a result of other non-capitated arrangements between Contractor and OMHAS for Covered Services provided under this Agreement for OHP Members not included in the previous revenue categories. Please specify.

4. Total Revenues: The sum of lines 1 through 3.

HEALTH CARE EXPENSES : These are the costs that can be identified specifically with activities associated with providing services to OHP Members. Examples of health care costs are compensation of employees for the time devoted to activities associated with providing Covered Services to OHP Members, the cost of material acquired, consumed, or expended specifically for the purpose of such activities, equipment and capital expenditures specifically identified with such activities, and travel expenses incurred specifically to carry out such activities.

5. Health Care Expenses:

- a. **Staff Model:** Amounts paid by Contractor for the provision of Covered Services to enrolled OHP Members. Include salaries, fringe benefits, other compensations to staff engaged in the delivery of Covered Services and to personnel engaged in activities in direct support of the provision of Covered Services and other expenses as defined in health care expenses above. Exclude expenses for personnel time devoted to administrative tasks.
 - b. **Fee for Service:** Amounts paid for the provision of Covered Services dependent on the actual number and nature of services provided to each OHP Member.
 - c. **Risk Models:** Amounts paid where the Provider receives a fixed amount and assumes financial liability for the provision of Covered Services for OHP Members, such as DRGs or case rates.
 - d. **Other Payment Arrangements:** Amounts paid under other Service payment arrangements not included in above categories.
- 6. Incentive Pool and Withhold Adjustments:** Adjustments made to expenses that reflect the incentive pool and withhold activities.
- 7. Subcapitation Payments:** Amounts paid by Contractor to a Provider in advance of and as payment for actual receipt of Covered Services, either on a per-member-per-month basis, or on the basis of a formula for allocation whereby the Provider assumes risk for the provision of all Medically Appropriate Covered Services to OHP Members who are enrolled with that Provider during the month.
- 8. Other health care expenses not included above. (please specify)**

9. Deductions:

- a. Coordination of Benefits: Income earned from Medicare, third party resources, and other insurance collections.
- b. Reinsurance Recoveries Incurred: Amounts received from the reinsurer on paid losses and those amounts that have been billed to the reinsurer and not yet received.
- c. Subrogation: Amounts received from other insurance recoveries, tort and estate collections.

10. Subtotal Health Care Expenses: The sum of lines 5 through 8 minus line 9.

ADMINISTRATIVE EXPENSES: Administrative costs are those associated with the overall management and operations of Contractor .

- 11. Contractor:** All expenses by Contractor for administrative services such as claims and encounter processing, contract services, financial services, member services, provider relations, utilization management, and quality management.
- 12. Subcontractor:** All expenses by Subcontractor for administrative services such as claims and encounter processing, contract services, financial services, member services, provider relations, utilization management, and quality management.
- 13. Total Administrative Expenses:** The sum of lines 11 and 12.
- 14. Total Expenses:** The sum of lines 10 and 13.
- 15. Net Income (Loss):** The result of line 4 and 14.

If submitting this form as a fiscal year Report C4 and the amount reflects a net loss, then Contractor must describe how such loss was covered during the reporting period. If this figure reflects a net income, then Contractor must describe how the net income will be used in the next fiscal year.

- 16. Beginning Balance of Period:** The total contributed capital, surplus notes, retained earnings/fund balance, and other items at the beginning of the report period.
- 17. Increase (Decrease) in Retained Earnings/Fund Balance:** Changes in retained earnings/fund balance from the last report period to the current report period.

18. **Other Changes:** Changes in other items from the last report period to the current report period.
19. **Balance at End of Period:** Contributed capital, retained earnings/fund balance and other items at the end of the report period.

**REPORT C4A:
HEALTH CARE EXPENSES BY SERVICE TYPE**

Name of Mental Health Organization : _____

Subcontractor: _____

Report Period: ☐ 4th Quarter (Oct-Dec) ☐ 1st Quarter (Jan-Mar)
☐ 2nd Quarter (Apr-Jun) ☐ 3rd Quarter (Jul-Sep)

Report due at the same time as Report C4 – within 60 calendar days after the end of each calendar quarter.

Category	OHP Activity under this Agreement	Corporate Expenses
HEALTH CARE EXPENSES BY SERVICE TYPE		
1. Outpatient		
2. Sub Acute & Other 24 hour Services		
3. Inpatient		
4. Prevention, Education and Outreach		
5. Treatment Support Services & Supplies		
6. Consumer Operated Services		
7. Other Non-Encountered Services		
8. TOTAL HEALTH CARE EXPENSES¹		

Last update 7/03

Preparer's signature and phone number

¹ Total of line 8 "TOTAL HEALTH CARE EXPENSES" on Report C4A must equal line 10 "Total Health Care Expenses" on Report C4.

Report C4A: Health Care Expenses by Service Type

Contractor: Complete and attach Report C4A with its completed Report C4. Include all completed Reports C4 and C4A submitted by its Subcontractors with its own Report C4 and C4A.

Subcontractor: Complete and attach Report C4A with its completed Report C4, then submit the completed reports to the Contractor.

1. **Outpatient:** Expenses for covered health care services. Exclude expenses for personnel time devoted to administrative tasks.
2. **Sub Acute & Other 24 hour Services:** Expenses for services provided in lieu of hospitalization or as a step down from acute care hospitalization.
3. **Inpatient:** All inpatient hospital costs while confined to an Acute Inpatient Hospital Psychiatric Care setting.
4. **Prevention, Education and Outreach :** Outreach, Education and Prevention to OHP Members, not otherwise reportable as a service Encounter, treatment support services and supplies, or Consumer operated services. This category does not include marketing activities, provider training, or development and distribution of member handbooks.
5. **Treatment Support Services & Supplies:** Items or direct services provided to individuals as alternatives to Traditional Services and Flexible Services that are not otherwise reported as BA, CPT, HCPC, or ECC codes.
6. **Consumer Operated Services:** Supportive services provided by one or more consumers or a consumer run agency to groups and family members which cannot be captured as BA, CPT, HCPC or ECC codes. (e.g., a drop in center, telephone warm line, support group, etc.)
7. **Other Non-Encountered Services:** Other health care expenses for services not reported in above categories
8. **TOTAL HEALTH CARE EXPENSES:** The sum of lines 1 through 7. Total of line 8 "TOTAL HEALTH CARE EXPENSES" on Report C4A must equal line 10 "Total Health Care Expenses" on Report C4.

REPORT C5:
FISCAL YEAR CASH FLOW ANALYSIS FOR CORPORATE ACTIVITY-INDIRECT METHOD

MHO Contractor: _____

Report Period: _____ through _____

Report is due within 90 calendar days after the end of Contractor's fiscal year.

Provide the cash flow information for Corporate Activity. Note that cash flow resulting from an increase in operating assets, a decrease in operating liabilities, and a payment out is a debit. Note that cash flows resulting in receipt of cash or proceeds are credits.

CASH FLOWS PROVIDED BY			MHO CORPORATE ACTIVITY
OPERATING ACTIVITIES		1. Net Income (Loss)	
	Adjustment to reconcile net income (loss to net cash)	2. Depreciation and Amortization	
	(Increase)/Decrease in Operating Assets	3. Health Care Receivables	
		4. Other Operating Costs	
		5. Claims Payable	
	Increase (Decrease) in Operating Liabilities	6. Unearned Capitation Amounts	
		7. Accounts Payable	
		8. Accrued Incentive Pool	
		9. Other Operating Activities	
10. NET CASH PROVIDED (USED) FROM OPERATING ACTIVITIES			

Report C5:
Fiscal Year Cash Flow Analysis for Corporate Activity
Indirect Method (Continued)

		MHO Corporate Activity
CASH FLOW PROVIDED BY INVESTING ACTIVITIES	11. Receipts from Investments	
	12. Receipts for Sales of Property and Equipment	
	13. Payments for Investments	
	14. Payments for Property and Equipment	
	15. Other Increase (Decrease) in Cash Flow for Investing Activities	
16. NET CASH PROVIDED BY INVESTING ACTIVITIES		
CASH FLOW PROVIDED BY FINANCING ACTIVITIES	17. Proceeds from Paid in Capital or Issuance of Stock	
	18. Loan Proceeds	
	19. Principal Payments on Loans	
	20. Dividends Paid	
	21. Principal Payments under Lease Obligations	
	22. Other Cash Flow Provided by Financing Activities	
23. NET CASH PROVIDED BY FINANCING ACTIVITIES		
24. NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS		
25. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD		
26. CASH AND CASH EQUIVALENTS AT END OF REPORT PERIOD		

Preparer's signature and phone number)

Report C 5: Fiscal Year Cash Flow Analysis for Corporate Activity – Indirect Method

Contractor shall provide a Cash Flow Analysis report based on the corporate fiscal year within 60 days after the end of that fiscal year.

MHO Corporate Activity: Total financial information of any relevant organization, partnership, or joint venture incorporated under or subject to the provisions of ORS Chapters 60, 65, 190 and 732.005. The Corporate Activity for each Contractor is defined in Part I of this Agreement.

CASH FLOW PROVIDED BY OPERATING ACTIVITIES: Financial report estimating cash generated or lost from operating activities.

1. **Net Income (Loss):** Report Corporate Activity on Report C4, Line 14 for the current quarter.
2. **Depreciation and Amortization:** Depreciation on property and equipment, and amortization on land.
3. **Health Care Receivable:** Report any cash flow generated or lost by changes in health care receivables. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
4. **Other Operating Assets:** Report any cash flow generated or lost by changes in other operating assets. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
5. **Claims payable:** Report any cash flow generated or lost by changes in claims payable. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
6. **Unearned Capitation Amounts:** Report any cash flow generated or lost by changes in unearned capitation. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.

7. **Accounts Payable:** Report any cash flow generated or lost by changes in accounts payable. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
8. **Accrued Incentive Pool:** Report any cash flow generated or lost by changes in accrued incentive pool. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
9. **Other Operating Activities:** Report any other cash flow generated or lost by changes in other operating liabilities. Include non-cash or non-cash equivalent transactions. Remove the effects of all deferrals of receipts and payments and accruals of receipts and payments.
10. **NET CASH PROVIDED (USED) FROM OPERATING ACTIVITIES:** Sum of lines 1 through 9. To arrive at net cash provided by operating activities, remove from net income the effects of all deferrals of receipts and payments and accruals of receipts and payments.

CASH FLOWS PROVIDED BY INVESTING ACTIVITIES: Financial report showing the cash generated or lost from different investing activities.

11. **Receipts from Investments:** Cash generated by the transfer of cash out of either short-term or long-term investment transactions, including restricted cash reserves and other assets which relate to transactions reported in Report C3.
12. **Receipts for Sales of Property and Equipment:** Cash generated by the transfer of cash into property and equipment sales transactions reported in Report C3. Include any advance payments, down payments or other payments made at the time of purchase or shortly before or after the purchase of the property and equipment and productive assets including leasehold improvements.
13. **Payments for Investments:** Cash lost by the transfer of cash into either short-term or long-term investment transactions reported in Report C3. Include cash lost by transfer of cash into restricted cash reserves and other assets which relate to transactions reported in Report C3.

- 14. Payments for Property and Equipment:** Cash lost by the transfer of cash into property and equipment sales transactions reported in Report C3. Include advance payments, down payments, or other amounts paid at the time of purchase or shortly before or after the purchase of the property and equipment.
- 15. Other Increase (Decrease) in Cash Flow for Investing Activities:** Report any other cash flow generated or lost by changes in investing activities.
- 16. NET CASH PROVIDED BY INVESTING ACTIVITIES:** Sum of lines 11 through 15.

CASH FLOWS PROVIDED BY FINANCING ACTIVITIES: Financial report showing the cash generated or lost from different financing activities.

- 17. Proceeds from Paid in Capital or Issuance of Stock:** Cash generated by the transfer of cash from paid in capital surplus or issuance of stock.
- 18. Loan Proceeds:** Cash generated by the transfer of cash from loan proceeds transactions.
- 19. Principal Payments of Loans:** Cash lost by the transfer of cash from loan proceeds transactions.
- 20. Dividends Paid:** Cash lost by paying dividends reported in Report C3.
- 21. Principal Payments under Lease Obligations:** Cash lost by the transfer of cash from loan proceeds transactions from lease obligations. Include loans and notes payable transactions reported in Report C3.
- 22. Other Cash Flow Provided by Financing Activities:** Any cash flow generated or lost by the transfer of cash in a financial transaction.
- 23. NET CASH PROVIDED BY FINANCING ACTIVITIES:** Sum of lines 17 through 22.
- 24. NET INCREASE /(DECREASE) IN CASH AND CASH EQUIVALENTS:** The sum of lines 10, 16 and 22.

- 25. CASH AND CASH EQUIVALENTS AT BEGINNING OF REPORT PERIOD:** The total net cash provided by operating activities, by investing activities, and by financing activities at the beginning date specified in the report period on Report C5.
- 26. CASH AND CASH EQUIVALENTS AT END OF REPORTING PERIOD:** The sum of lines 23 and 24.

EXHIBIT D
ENCOUNTER MINIMUM DATA SET REQUIREMENTS

1. General Provisions:

a. Contractor shall submit data concerning OHP Member Encounters as described in this Exhibit and using submission requirements established by DHS.

b. DHS shall process Encounter data through the Medicaid Management Information System (MMIS). DHS shall “pend” all Encounters that cannot be processed because of missing or erroneous data.

(1) DHS shall notify Contractor weekly of all pended Encounters.

(2) Contractor shall correct all pended Encounters, within the time period identified in 1.c.(3), below.

c. Timelines

(1) Contractor shall submit at least 50% of all Encounter data Contractor collects and/or adjudicates in a month to DHS at least once per calendar month.

(2) Contractor shall submit all original Encounter data to DHS within 180 days of the date of service. Circumstances not subject to the 180 day time frame include 1) member's failure to give provider necessary claim information, 2) third party liability coordination, and 3) delays associated with resolving out-of-area claims. Contractor shall structure its subcontracts and Participating Provider reimbursement arrangements to ensure timely submission of billings.

(3) Contractor shall submit all corrections to pended Encounters to DHS within 63 calendar days of the date that DHS mails Contractor a notice that the Encounters were pended.

- (4) Contractor shall submit Encounter data for Covered Services known to have been provided to OHP Members. Contractor shall submit such Encounters regardless of the reimbursement method used, claim payment status (the claim was denied), placement on the Prioritized List of Health Services, or Third Party Resource status.

d. Data Transmission and Format

- (1) Contractor shall submit all Encounter data to DHS via electronic media. DHS shall accept data via industry standard modem and cartridge media.
- (2) Contractor shall submit all data in a format approved by DHS.
- (3) Contractor may have another entity submit Encounter data on its behalf, however, Contractor shall request approval of such arrangement from the Technical/Encounter Data Services Subunit, Program Operations Unit, DHS. Contractor shall remain responsible for Encounter data accuracy, timeliness and completeness regardless of the entity submitting the Encounter data.

2. Data Set Requirements

- a. The data elements specified in this section constitute the required minimum data set. Contractor is required to submit all of the data specified in this section.
- b. Contractor shall submit the following identifying information for all Encounters:
 - (1) Contractor's DHS Prepaid Health Plan Provider Number
 - (2) OHP Member Name
 - (3) Medicaid Recipient Number, also known as the OHP Prime Number
 - (4) Disposition of the claim (accepted/rejected)
 - (5) Disposition Reason

- c. For outpatient mental health Encounters, in addition to the identifying information listed in subsection 2.b., Contractor shall submit the following information:

(1) DHS Performing Provider Number

- (a) Contractor shall use the number assigned to the CMHP of the Health Care Professional delivering Covered Services to the OHP Member. If Covered Services are rendered by Health Care Professionals not associated with a CMHP, then Contractor shall request and use a special performing provider number by submitting a request to OMHAS.
- (b) Contractor shall not use DHS Provider Number "999999" for the performing provider number, billing provider number, or attending physician number. Use of such numbers shall result in a pended Encounter.

(2) Diagnosis Codes

Contractor shall submit diagnostic coding using the most current listing of the DSM/ICD. DSM/ICD codes shall be reported to the highest level of specificity.

(3) Date(s) of Service

- (4) Procedure Codes (BA/ECC Codes, HCPC or CPT Codes or other codes approved by DHS for use in submitting Encounter data)

(5) Number of Units of Service Provided

(6) Usual and Customary Charges

- d. For Acute Inpatient Hospital Psychiatric Care Encounters, in addition to the identifying information listed in subsection 2.b., Contractor shall submit the following information:

(1) DHS Hospital Provider Number

(2) Type of Admission Code

(3) Patient Discharge Status Code

- (a) Contractor shall use discharge codes established by DHS in its Hospital Services Guide.
- (b) If the OHP Member is found Appropriate for Long Term Psychiatric Care during the Acute Inpatient Hospital Psychiatric Care stay, Contractor shall use a discharge code of 05.

(4) Dates of Service (dates from admission through discharge)

(5) Revenue Codes

- (a) Contractor shall use revenue codes specific to the services provided. If Contractor has a limited number of special "package" services for which it pays an all-inclusive fee and is unable to provide specific revenue codes for those services, Contractor may use revenue codes approved in advance by the DHS Technical/Encounter Data Services Subunit, Program Operations Unit.

- (b) Contractor shall submit a list and description of packaged services to DHS for which Contractor is seeking a special revenue code. DHS may request additional information about "package" services or Encounters using "package" revenue codes at any time and may discontinue the use of "package" revenue codes at its discretion with 30 calendar days notice to Contractor.
- (6) Line Item Charges
- (7) Total Charges
- (8) Diagnosis Code(s) at the highest level of specificity.
- (9) ICD-9 Procedure Codes when a procedure is performed
- (10) Attending Physician DHS Performing Provider Number
- e. For Outpatient Hospital Encounters, in addition to the identifying information listed in subsection 2.b., Contractor shall submit the following information:
 - (1) DHS Hospital Provider Number
 - (2) Revenue Center Code(s)
 - (3) Date of Service for each line item
 - (4) Quantity of units of service provided
 - (5) Line-item Charge(s) based on the usual and customary fee
 - (6) Diagnosis Code(s) at the highest level of specificity
 - (7) Procedure Codes for the Revenue Center Codes
 - (8) Attending Physician DHS Performing Provider Number
- f. Contractors must submit one claim per hospitalization. The claim must represent all hospital services delivered to the OHP Member. Interim and late billings are prohibited. Additional services or revisions to the original claim must be handled through the adjustment process.
- g. Contractors must make adjustments to claims when any required data elements change or Contractor discovers the data was incorrect or no longer valid.
- h. Contractors must delete any duplicate claims within 63 calendar days of the date DHS notifies Contractor that the claim is a duplicate.

3. Data Certification and Validation

- a. Contractor must certify, based on best knowledge, information, and belief, that the Encounter data submitted for OHP Members is accurate and complete.
- b. Contractor shall submit the Data Certification and Validation Signature Authorization Form, Report D1, within 30 days following the effective date of this Agreement, and immediately following any changes.
- c. Contractor shall submit a Data Certification Form, Report D2, with each Encounter submission. In response to the receipt of Report D2, DHS Encounter Data Liaison will provide Contractor with information identifying any out-of-balance Encounter claim counts. Contractor will evaluate this information and work with the DHS Encounter Data Liaison to resolve any areas of possible data submission problems.

EXHIBIT E

CLIENT PROCESS MONITORING SYSTEM

The Client Process Monitoring System (CPMS) tracks community-based treatment services for persons with mental illness, persons with developmental disabilities, and persons with substance abuse problems. Information from this system is combined with other information from other systems to create one integrated database under a single unique client identifier. The integrated database contains Consumer specific data across programs statewide and provides a Continuity of Care picture for individual Consumers. This information allows OMHAS to manage publicly funded mental health services, respond to legislative inquiries, and demonstrate cost effectiveness under the federal requirement for the OHP Medicaid Demonstration Project and State Children's Health Program.

1. General Provisions:

- a. Contractor shall submit CPMS data for all OHP Members receiving Covered Services (except for acute inpatient hospital services which shall be reported on OP/RCS).
- b. Contractor shall submit CPMS data for any OHP Member who is civilly committed to the custody of DHS under ORS 426.130.
- c. OMHAS shall process all CPMS data through the Mental Health Information System (MHIS). OMHAS shall "pend" CPMS data that cannot be processed because of missing or erroneous date.
 - (1) OMHAS shall notify Contractor monthly of all pended CPMS data.
 - (2) Contractor shall correct pended CPMS data within 30 calendar days of notice.
- d. Timeliness
 - (1) Contractor shall work with OMHAS Data Base Analyst in developing, formatting and testing the CPMS to ensure reporting of accurate data.
 - (2) Contractor shall submit CPMS data to OMHAS for those OHP Members meeting the criteria described above in Section 1. within the time frames specified below in Section 2.b.

e. Data Transmission and Format:

- (1) Contractor shall submit all CPMS data to OMHAS via electronic media in the specific CPMS format. Contractor may obtain reporting protocols upon request through the OMHAS Data Base Analyst.
- (2) Contractor may request electronic access to the MHIS for Utilization monitoring purposes.

2. Data Set Requirements

- a. Contractor shall submit all of the data specified in this Section for OHP Members meeting the criteria described above in Section 1. and may develop a database to collect and store data reported electronically to the Client Process Monitoring System.
- b. Contractor shall submit, within 30 calendar days of an OHP Member meeting the criteria described above in Section 1. and within 30 calendar days of terminating current Treatment services for such an OHP Member, the following CPMS information.

Data Element	Treatment Begin	Treatment End	Reported Quarterly
Client County of Residence	X		
Clinic or Service Provider	X		
Date of Birth	X		
Diagnosis	X	X	
Education	X		
Employment Status	X		
Gender	X		
Level of Functioning	X	X	X
Living Arrangement	X		
MHIS Number	X		
Name, Birth	X		
Name, Full	X		
Plan or Contractor Identifier	X		
Presenting Dangers		X ¹	
Prime Number	X		

Provider or Clinic Case No.	X	
Race/Ethnicity	X	
Referred From	X	
Termination Referral		X
Termination Type/Reason		X

1 Data element to be reported upon end of Urgent/Emergency Service only.

EXHIBIT F
OREGON PATIENT/RESIDENT CARE SYSTEM

The Oregon Patient/Resident Care System (OP/RCS) contains information on all Consumers served at any of the state psychiatric hospitals, developmental disability training centers and psychiatric Acute Care facilities.

1. Contractor shall cooperate with OMHAS in establishing the electronic means to enter OP/RCS data at the hospital or facility providing Acute Inpatient Hospital Psychiatric Care Services under this Agreement.
 - a. Contractor shall provide OMHAS with a list of hospitals to be used in delivering Acute Inpatient Hospital Psychiatric Care.
 - b. Contractor shall identify the name, title and phone number of the person within each hospital with whom OMHAS will work to establish the computer hook-up to OP/RCS.
 - c. Contractor shall identify the names, titles and phone numbers of persons within each hospital with whom OMHAS will work to maintain the accuracy, timeliness and completeness of OP/RCS data submission.
 - d. Contractor shall work with OMHAS and hospital contact person in designating a physically secure (locked doors and limited access) location (floor and room number within hospital) of the stand alone computer to be used to enter OP/RCS data.
 - e. Contractor shall assure that hospital contact persons comply with confidentiality requirements contained in 45 CFR Parts 160 and 164, Subparts A and E, to the extent that they are applicable, and consistent with other state law or federal regulations governing privacy and confidentiality of mental health information, sign the request for access/assurance of confidentiality form, and return the form to OMHAS.
2. Contractor or its Subcontractors shall electronically submit, within 12 hours of admission to Acute Inpatient Hospital Psychiatric Care, OP/RCS information for Acute Inpatient Hospital Psychiatric Care Services provided to OHP Members as indicated in the following table.

Data Element	Admission	Discharge
Commitment Type Code ¹	X	
County of Residence	X	
County of Responsibility	X	
County of Discharge		X
County of Commitment	X	
Date of Commitment	X	
Date of Admission/Discharge	X	X
Date of Diagnosis		X
Date of Birth	X	
Discharge Reason Code		X
Driving Status		X
DSM, Axis V Diagnoses		X
DSM, Axis IV Diagnoses		X
DSM, Axis I Diagnoses	X	X
DSM, Axis III Diagnoses	X	X
DSM, Axis II Diagnoses	X	X
Education Level Achieved	X	
Ethnic Category Code	X	
Living Arrangement Code	X	X
Marital Status Code	X	
Name	X	
Name, Alias	X	
Oregon Driver's License Number	X	
ORS Reference Numbers	X	
Patient Number	X	
Referral Source Code	X	X
Sex	X	
Social Security Number	X	

¹ The Commitment Type Code is changed/updated as applicable.

Data Element	Admission	Discharge
Status of Harm to Property	X	
Status of Harm to Others	X	
Status of Suicide	X	
Status of Harm to Self (Non-Suicide)	X	
Time of Admission/Discharge	X	X
Time of Commitment	X	

EXHIBIT G
OREGON HEALTH PLAN MENTAL HEALTH SERVICES
CLIENT NOTICES, GRIEVANCE, APPEALS, AND HEARINGS PROCESS

Contractor shall have written policies and procedures for a Grievance and Appeal process and access to the DHS administrative hearing process. An OHP Member or OHP Member Representative may file a Grievance or an Appeal either orally or in writing. Contractor shall acknowledge receipt of each Grievance and Appeal. Contractor may not discourage OHP Member's, or OHP Member Representative's, use of the DHS administrative hearing process, however any hearing request made outside of Contractor's Grievance and Appeal process shall be reviewed by Contractor upon notification by OMHAS.

1. Client Notices

- a. Contractor, Subcontractor or Provider, shall issue a written Notice of Action in a form meeting the OHP Member's special needs, to the OHP Member or OHP Member Representative, each time a Service or benefit will be terminated, suspended or reduced; each time a request for Service authorization is denied or limited; or a request for claim payment is denied in whole or in part. A Notice of Action shall be mailed to the OHP Member or OHP Member Representative:
 - (1) For termination, suspension, or reduction of previously authorized Services, at least ten (10) days before the date of action;
 - (2) For denial of payment, at the time of any action affecting the claim;
 - (3) For Service authorization requests, when a decision is made to deny the Service authorization request, or to authorize an amount, duration, or scope that is less than requested; as expeditiously as the OHP Member's mental health condition requires but not to exceed 14 calendar days following receipt of the request for Service with a possible extension of 14 additional calendar days if the OHP Member or Provider requests extension, or the Contractor justifies a need for additional information and the extension is in the OHP Member's interest. If Contractor extends the timeframe, Contractor must give OHP Member written notice of the reason for the decision to extend the timeframe and inform the OHP Member of the right to file a Grievance if the OHP Member disagrees with that decision. Contractor shall issue and carry out its determination as expeditiously as the OHP Member's mental health condition requires and no later

than the date the extension expires. For cases in which a Provider indicates, or Contractor determines, that following the standard timeframe could seriously jeopardize the OHP Member's life or health or ability to attain, maintain, or regain maximum function, Contractor shall make an expedited Service authorization decision and provide notice as expeditiously as the OHP Member's mental health requires and no later than 3 working days after receipt of the request for Service. Contractor may extend the 3 working day time period by up to 14 calendar days if the OHP Member requests an extension, or if Contractor justifies a need for additional information and how the extension is in the OHP Member's interest. Contractor shall issue a Notice of Action on the date that the timeframes expire when Service authorization decisions are not reached within the timeframes for either standard or expedited Service authorizations. Untimely Service authorizations constitute a denial and considered adverse actions; or

- (4) If probable OHP Member fraud has been verified, the period of advanced notice is shortened to 5 days.

b. Contractor may mail a Notice of Action not later than the date of action if:

- (1) there is factual information confirming the death of the OHP Member;
- (2) Contractor receives a clear written statement signed by the OHP Member, or OHP Member Representative, that:
 - (i) the services are no longer desired; or
 - (ii) the OHP Member, or OHP Member representative gives information that requires termination or reduction in services, and understands that the termination or reduction in services is a result of giving that information;
- (3) the OHP Member has been admitted to an institution which makes them ineligible for Covered Services;
- (4) the OHP Member's whereabouts are unknown and mail has been returned indicating no forwarding address;
- (5) the OHP Member has been accepted for Medicaid services by another local jurisdiction; or
- (6) a change in the level of care is prescribed by the OHP Member's mental health practitioner.

Notice of Action shall be in an OMHAS approved format, written using easily understood language, translated into the non-English language spoken by the OHP Member, and in an appropriate manner that takes into consideration those OHP Members with special needs. Contractor shall inform OHP

Members that information is available in alternative formats and how to access those formats. Contractor shall notify OHP Members that oral interpretation is available for any language and how to access those services.

- c. A Notice of Action shall inform the OHP Member of the following:
 - (1) A statement of the action, and the effective date of such action;
 - (2) Reasons for the action;
 - (3) The OHP Member's, or Provider's right to file an Appeal with Contractor and OHP Members right to request an administrative hearing with DHS;
 - (4) The method by which the OHP Member may exercise their right to file Grievance or Appeal or obtain a DHS administrative hearing;
 - (5) In the event the OHP Member, or Provider feels the mental health problem cannot wait for the normal Appeal process, how to request an Expedited Appeal;
 - (6) The OHP Member's right to request continuation of Services until a decision is rendered. The OHP Member shall also be informed how to request that Services be continued and that any Services continued may have to be repaid by the OHP Member if the issue is resolved in favor of Contractor; and
 - (7) The name and telephone number of a person to contact for additional information.
- c. The OHP Member or OHP Member Representative who files an Appeal shall receive a written decision from Contractor. A copy of the Notice of Hearing Rights (OHP-0505-3/98) and Administrative Hearing Request Form (AFS 443) shall be attached to the written decision.
- d. Contractor shall make available in all clinics frequented by OHP Members information concerning client notices, Grievances, Appeals, and hearings processes.
- e. Contractor must reinstate services if:

- (1) Contractor takes an action to deny, reduce, or discontinue services without providing the required notice; or
- (2) Contractor does not provide the notice in the time specified above in Section 1. A., Client Notices, and the OHP Member requests a hearing within ten (10) days of the mailing of the notice of action; or
- (3) The US Postal Service returns mail directed to the OHP Member, but the OHP Member's whereabouts become known during the time the OHP Member is eligible for service.

2. Handling of Appeals

- a. Contractor shall ensure that decision makers for Grievances and Appeals were not involved in previous levels of review or decision-making and are mental health care professionals with clinical expertise in treating the OHP Member's mental health condition if any of the following apply:
 - (1) An Appeal of a denial based on lack of Medical Appropriateness;
 - (2) A Grievance regarding the denial of a request for an expedited process; or
 - (3) Any Appeal involving clinical issues.
- b. OHP Member or OHP Member Representative or Provider acting on behalf of the Member and with the OHP Member's written consent, may file an Appeal either in writing or orally, but must follow an oral filing with a written Appeal, unless the OHP Member or OHP Member Representative requests an expedited process.
- c. Contractor shall provide the OHP Member or OHP Member Representative an opportunity to present evidence for an Appeal in person as well as in writing. Contractor must inform the OHP Member of the limited time available for this in the case of an expedited process.
- d. Contractor shall provide the OHP Member or OHP Member Representative with an opportunity, before and during the Appeals process, to examine the OHP Member's clinical records, consistent with state law or other federal regulations governing privacy and confidentiality of mental health records, and any other documents and records, considered during the Appeals process.
- e. An OHP Member or OHP Member Representative may file an Appeal with Contractor within a reasonable timeframe that cannot be less than 20 days and not to exceed 90 days from the date of the Notice of Action.

3. Continuation of Services Pending Appeal Resolution

- a. If the OHP Member or OHP Member Representative wishes to have Services continued while the Appeal is being resolved, the OHP Member or OHP Member Representative must file the Appeal with Contractor before the effective date of the action or within ten calendar days after the date of the Notice of Action was mailed or given to the OHP Member or OHP Member Representative. If the OHP Member or OHP Member Representative requests continuation of Services, Contractor must continue Services if:
 - (1) the Appeal was filed in a timely manner;
 - (2) appeal involves termination, suspension, or reduction of a previously authorized course of treatment;
 - (3) Services were authorized by a Participating Provider; or
 - (4) the original authorization has not expired.
- b. If Contractor continues or reinstates Services while the Appeal is pending, Services must be continued until one of the following occurs:
 - (1) the OHP Member withdraws the appeal;
 - (2) the OHP Member does not request an administrative hearing within 10 days from when Contractor mails notice of an adverse decision; or
 - (3) an Administrative hearing decision adverse to the OHP Member is made; or
 - (4) The original authorization expires or service limits are met.

4. Expedited Appeals

OHP Member, or Provider on behalf of the OHP Member, may file an expedited Appeal either orally or in writing. No additional follow up by the OHP Member is required.

- a. The OHP Member is only entitled to an expedited Appeal process if the mental status of the OHP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular Appeal.
- b. If the OHP Member's situation is consistent with criteria described above in Section (2), the OHP Member or OHP Member Representative may request an expedited Appeal process by indicating such in the place provided on the form and then explain why a decision is needed right away. Contractor must

inform the OHP Member, or OHP Member Representative, of the limited time available to present evidence, allegation of fact or law, in person or in writing, for the expedited review.

- c. For an expedited Appeal, Contractor shall resolve each expedited Appeal and provide the OHP Member or OHP Member Representative notice, as expeditiously as the OHP Member's mental health condition requires, not to exceed three (3) working days after Contractor receives the request for an expedited Appeal. Contractor may extend the timeframes by up to 14 calendar days if the OHP Member requests the extension, or Contractor shows that there is need for additional information and how the delay is in the OHP Member's interest. For any extension not requested by the OHP Member, Contractor shall give the OHP Member written notice of the reason for the delay. In addition to the written notice, Contractor shall make reasonable efforts to provide oral notice. Contractor must ensure that punitive action is not taken against a Provider who either requests an expedited resolution or supports the OHP Member's appeal.
- d. If Contractor denies an OHP Member or an OHP Member Representative request for an expedited Appeal, Contractor must follow the timeframe for standard Appeals. Contractor shall make reasonable efforts to give OHP Member or OHP Member Representative prompt oral notice and follow up within two calendar days with a written notice.

5. Resolution of Appeals

- a. Contractor must resolve each Appeal and provide notice of the resolution of the Appeal as expeditiously as the OHP Member's mental health condition requires, not to exceed 45 days from the date Contractor receives the Appeal.
- b. Contractor may extend the timeframe by up to fourteen (14) days if the OHP Member requests the extension or if Contractor shows that there is need for additional information and how the delay is in the OHP Member's interest. For any extension not requested by OHP Member or OHP Member Representative, Contractor must give the OHP Member or OHP Member Representative written notice of the reason for the delay.
- c. Contractor must provide written notice of the disposition that includes outcome and date of the Appeal resolution. If the decision is not in the OHP Member's favor, notice must include OHP Member's right to request an

administrative hearing and the process to request a hearing, the OHP Member's right to request continuation of services pending a hearing, the process to request continuation of Services and that the OHP Member may be held responsible for the cost of continued Services if the hearing is in favor of Contractor.

- d. If Contractor, or the DHS administrative hearing officer, reverses a decision to terminate, suspend, or reduce Services or reverses a decision to deny authorization of Services, Contractor shall:
 - (1) authorize or provide the disputed Services promptly if the Services were not provided while the appeal is pending; or
 - (2) pay for disputed Services if the OHP Member received the Services while the appeal is pending.

6. Grievances

- a. OHP Member or OHP Member Representative may file a Grievance either orally or in writing. If the OHP Member or OHP Member Representative expresses dissatisfaction or a concern orally, the individual receiving such information shall ask the OHP Member or OHP Member Representative whether the expression of dissatisfaction or concern is something that needs resolution. If the OHP Member or OHP Member Representative indicates that resolution is desired, the person receiving the expression of dissatisfaction or concern shall describe the Grievance process, provide written materials, and request the OHP Member or OHP Member Representative to put the Grievance in writing. Contractor shall make staff available to help the OHP Member or OHP Member Representative put the Grievance in writing if requested or it appears assistance is needed.
- b. Contractor shall review the Grievance and determine whether additional information is needed from the OHP Member, the OHP Member Representative, or the provider to address the issue.
- c. If Contractor determines that additional information is needed from the OHP Member or OHP Member Representative, Contractor shall notify the OHP Member or OHP Member Representative that additional information is needed and must be furnished to Contractor within ten calendar days or another mutually agreed upon time frame or the Grievance may be resolved without this information.

- d. If Contractor Representative determines that additional information is needed from the provider, Contractor Representative shall obtain such information as quickly as possible.
- e. Contractor shall determine whether the issue can be resolved within 20 calendar days of receipt and shall address the Grievance within this time period, if possible. If the issue cannot be resolved within 20 calendar days, Contractor shall notify the OHP Member or OHP Member Representative in writing that a decision regarding the Complaint cannot be made within 20 calendar days. This notice must:
 - (1) Be issued as soon as it is known that a delay will occur;
 - (2) State when a decision will be made; and
 - (3) Specify the reason for the delay.
- f. Contractor shall issue to the OHP Member or OHP Member Representative a written decision on the Grievance issue. The decision shall review and specifically address each element of the Grievance. If the decision is adverse to the OHP Member, the written notice issued shall include all elements of a Notice of Action and shall include the Administrative Hearing Request form.
- g. Contractor shall resolve each Grievance and provide notice as expeditiously as the OHP Member's mental health condition requires, within the time frames specified above, but not to exceed a total of 90 days from the date Contractor receives the Grievance.

3. Grievance and Appeal Resolution

Contractor shall have the following responsibilities in resolving disagreements with OHP Members and/or OHP Member Representatives:

- a. Have written procedures for accepting, documenting, processing, analyzing, resolving and responding to all Grievances and Appeals made and DHS administrative hearings requested by OHP Members or OHP Member Representatives.
- b. Designate staff members to handle Grievances and Appeals received and DHS administrative hearings requested by OHP Members or OHP Member Representatives. The designees shall be persons with the authority and

- expertise necessary to make a final clinical or administrative decision at the Contractor level.
- c. Have a method of informing its Participating Providers of the Grievance and Appeal process and DHS administrative hearings procedures, monitoring Participating Providers compliance with such procedures, and taking corrective action to assure Participating Providers compliance with procedures and reporting requirements.
 - d. Have a method of informing OHP Members about the Grievance and Appeal process and the DHS administrative hearings procedures. Information provided to OHP Members shall include the following:
 - (1) Written material, or alternative forms as required by the OHP Member's special need, describing these processes;
 - (2) Assurance that clinical information related to the Grievance and Appeal or DHS administrative hearing issue will be kept confidential except to the extent that sharing of such information between Contractor and DHS , and other persons authorized by the OHP Member, is necessary to resolve the issue;
 - (3) Availability of Grievance and Appeal forms, Notice of Hearing Rights (MHDDSD-OHP-0505-3/98), Notice of Grievance and Appeal Process (MHDDSD-OHP-0504-3/98), and Administrative Hearing Request forms (AFS 443) in all offices; and
 - (4) Assurance that Contractor and its Participating Providers will take no retaliatory action against the OHP Member for filing a Grievance or Appeal or requesting a DHS administrative hearing.
 - e. Deliver the Notice of Action by mail to OHP Member or OHP Member Representative.
 - f. Have a method of forwarding to the QA Committee of OMHAS, as necessary, an analysis of Grievances and Appeals received and DHS administrative hearings requested.
 - g. Retain the following documents regarding Grievances and Appeals and DHS administrative hearings in a central location:

- (1) the log of Grievances and Appeals received and hearings requested;
 - (2) a file of written Grievances and Appeals received and hearings requested, records of the review or investigation, and resolution.
 - (3) files shall be maintained for a minimum of two calendar years from the date of resolution.
 - h. Afford OHP Members or OHP Member Representatives the full use of the Grievance and Appeals process and DHS administrative hearing procedures without penalty.
 - i. Cooperate with OMHAS and OHP Member or OHP Member Representative in seeking a remedy to the Grievance or Appeal and DHS administrative hearing issues and comply with and fully implement the hearing decision. Cooperation may include providing a written response to OMHAS upon request.
 - j. Cooperate in DHS administrative hearing process and make available, as determined necessary by OMHAS Representative prior to the hearing or the Hearing Officer during the hearing, all persons with relevant information and all pertinent files and Clinical Records.
4. Procedure for DHS Administrative Hearings
- a. If the hearing issue involves a Notice of Action, or a decision about a Appeal, the OHP Member or OHP Member Representative must request a hearing within 45 calendar days of the date of the Notice of Action.
 - (1) If the hearing issue involves a Notice of Action that involved benefit continuation and the OHP Member or OHP Member Representative wishes to have benefits continued while the hearing issue is being resolved, the OHP Member or OHP Member Representative must request a hearing before the effective date of the intended action or within ten calendar days after the date of the Notice of Action or written Appeal decision was mailed or given to the OHP Member or OHP Member Representative.
 - (2) If the OHP Member or OHP Member Representative wishes to have the hearing dealt with in an expeditious manner, the OHP Member or OHP Member Representative must indicate such on the Administrative Hearing Request (form AFS 443) and explain why a decision is needed right away. The OHP Member is entitled to an

expedited hearing if the mental status of the OHP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular Hearing.

- b. Upon receipt of the Administrative Hearings Request (form AFS 443), the receiver shall forward it and any documentation related to the hearing issue to OMHAS Representative and the Office of Administrative Hearings.
- c. OMHAS Representative shall notify the Contractor within five (5) working days and shall review the Administrative Hearing Request, documentation related to the hearing issue, and computer records to determine whether the claimant or the person for whom the request is being made is an OHP Member at the time the Action was taken and; whether the hearing request was timely (requested within 45 calendar days of the Notice of Action, or a decision about an Appeal and whether benefit continuation has been requested.
 - (1) In cases where the OHP Member or OHP Member Representative wishes to have benefits continued while the hearing issue is being resolved, OMHAS Representative will notify the Contractor to continue the services. The service shall be continued until whichever of the following occurs first (but in no event should exceed ninety (90) days from the date of the OHP Member's or OHP Member Representative's request for a DHS administrative hearing):
 - (a) the current authorization expires; or
 - (b) decision is rendered about the Appeal; or
 - (c) the client is no longer eligible for Medicaid benefits.

The Contractor shall notify the OHP Member in writing that it is continuing the service and that if the hearing is resolved against the OHP Member, the cost of any services continued after the effective date of the Client Notice may be recovered from the OHP Member.

- (2) If OMHAS Representative finds that the person for whom the request is being made is not an OHP Member or that the hearing request was untimely or that a request for benefit continuation was untimely, OMHAS Representative shall request the Office of Administrative Hearings to conduct a pre-hearing conference to determine whether there is jurisdiction to hear the case and/or whether the OHP Member

or OHP Member Representative had Good Cause for making a late request.

- (3) If the hearings officer finds that there is no jurisdiction to hear the case and/or that Good Cause did not exist, the hearings officer shall issue a proposed order notifying the claimant of the decision.

d. In those situations where there is jurisdiction and/or Good Cause as determined by the hearings officer during the brief hearing, the following shall occur. The parties to the Administrative Hearing shall include the Contractor, as well as the OHP Member and OHP Member Representative, or the representative of a deceased OHP Member's estate.

- (1) The hearings officer shall schedule a hearing on a day and time that is acceptable to OMHAS Representative and the OHP Member.
- (2) Contractor Representative and OMHAS Representative shall collect relevant documentation and submit it for review by the clinical directors or designees of the clinical directors of payers with an interest in the hearing issue.
- (3) The clinical directors or designees shall determine if the case was handled correctly and inform Contractor Representative or OMHAS Representative of the conclusion reached.
- (4) If it is determined that the case was handled incorrectly, Contractor Representative or OMHAS Representative shall inform the OHP Member or OHP Member Representative of how the issue will be addressed. If the OHP Member or OHP Member Representative is satisfied with how the issue will be addressed, the OHP Member or OHP Member Representative shall notify, by phone and in writing, OMHAS Representative that the request for hearing is being withdrawn.
- (5) If it is determined that the case was handled correctly and the original decision stands, or when the case was handled incorrectly and the OHP Member or OHP Member Representative is not satisfied with how the issue will be addressed, Contractor Representative shall identify witnesses to testify during the hearing, prepare a letter stating the position of Contractor concerning the issue and forward copies of all evidence to OMHAS Representative.

- (6) OMHAS Representative shall prepare a pre-hearing summary of findings and conclusions based on research efforts, review of documentation submitted and interviews with parties to the issue.
- (7) OMHAS Representative shall offer to the OHP Member or OHP Member Representative a pre-hearing conference with DHS Hearings Officer and Contractor so that all parties with an interest in the hearing issue can explain facts and positions regarding the hearing issue.
- (8) OMHAS Representative shall update the pre-hearing summary based on the pre-hearing conference, if held, and at least seven working days before the scheduled hearing forward copies of the hearing packet to the hearing officer or other designated representative, claimant and Contractor.
- (9) The DHS Hearings Officer shall conduct the hearing in accordance with OAR 137-003-0501 through 137-003-0700. Following the conclusion of the hearing, the hearings officer will issue a proposed order. After considering any timely exceptions and argument, DHS will issue a final order in accordance with OAR 137-003-0665.
- (10) The OHP Member or OHP Member Representative may request reconsideration of a final order or request a rehearing as described in OAR 137-003-0675, Reconsideration and Rehearing – Contested Cases.

5. Expedited Hearings

- a. An OHP Member is entitled to an expedited administrative hearing if the mental status of the OHP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular hearing. The OHP Member or OHP Member Representative must request an expedited hearing and provide information justifying such a request.
- b. Upon receipt of an expedited DHS administrative hearing request, Contractor Representative or OMHAS Representative who received the request shall immediately notify other payers with an interest in the issue and begin collecting relevant documents.

- c. Contractor Representative shall forward, as soon as available, information collected to OMHAS Representative. These documents shall include preauthorization documents, Notices of Action , and Clinical Records supporting the notice and degree of urgency of the issue.
- d. Contractor Clinical Director and OMHAS Medical Director, or designees of said directors shall, within, as nearly as possible two (2) working days from date of request, review documentation received to determine if the mental status of the OHP Member meets the definition of Emergency Situation or Urgent Situation. Contractor Clinical Director and OMHAS Medical Director shall discuss their findings and attempt to come to agreement. If agreement cannot be reached, the decision of the OMHAS Medical Director shall be final.
- e. Contractor Clinical Director and OMHAS Medical Director, or designees of said directors shall notify Contractor Representative and OMHAS Representative of the decision and the basis for that decision.
- f. Contractor Representative or OMHAS Representative shall notify, by phone and in writing, the appropriate parties of the decision about whether the expedited request will be granted. If an expedited DHS administrative hearing was requested, both the OHP Member and the Office of Administrative Hearings will be notified.

**SAMPLE NOTICE OF ACTION
MHO LETTERHEAD**

Date of Notice

Notice ID Number

Name of Member

Member ID Number

Street Address

Practitioner Name

City, State and Zip Code

Proposed Treatment/ Condition

Dear *[Name of Member]*:

This is a notice that *[TYPE OF MENTAL HEALTH SERVICE]* will be *[REDUCED/SUSPENDED/TERMINATED]* on *[DATE]*. This *[TYPE OF TREATMENT]* is denied because of *[REASON FOR DENIAL]*.

If you disagree with this decision and you want to do something about it, you must do one or both of the following:

File an Appeal. You can file an Appeal. Information about how to file an Appeal is attached to this letter. If you file an Appeal, it must be filed within 30 calendar days of this letter.

Request a hearing. If you request a hearing, you must make the request within 45 calendar days of the date of this letter or, if you do the Appeal first, within 45 calendar days of the date of the Appeal decision. If you request a hearing, you will lose your right to use the Appeal process. Information about how to request a hearing is attached to this letter.

You can call *[NAME AND PHONE NUMBER OF MHO REPRESENTATIVE]* for more information.

IMPORTANT!

If you want your *[TYPE OF TREATMENT]* to stay the same while you wait for the Appeal or hearing decision, you must file your Appeal or request a hearing by *[DATE OF ACTION]* or within ten calendar days after the date this letter is mailed or given to you, whichever is later. You need to say on your Appeal form or hearing request form that you want your benefits/services to stay the same. If your benefits/services stay the same and you lose the Appeal or hearing, you may be required to pay for the cost of the benefits/services you received from the *[DATE OF ACTION]* until the decision.

OHP-0504 (Updated on 12/02)

NOTICE OF GRIEVANCE AND APPEAL PROCESS

- ❖ Where to get an Grievance and Appeal form. Call the name and phone number of the mental health plan on your ID card for a Grievance and Appeal form. Also, you can call or ask your mental health provider for a form.
- ❖ How to file the Grievance or. Fill out the form. Explain why you disagree with the decision. Tell what you want to happen. Sign the form. Send it or take it to the address listed on the form.
- ❖ If you have an urgent problem. If you need a decision quickly you may ask for an Expedited Appeal process. You need to indicate in the place provided on the form that you are requesting an expedited process and write why you need to have your Grievance or Appeal decided right away. The medical director will look at your records and the reason you gave and decide if your Grievance or Appeal needs to be decided right away.
- ❖ Deadlines for filing the Appeal. If your Appeal is about a decision in a written notice you received, you must file your Appeal within 30 calendar days of the date of the notice you received. You may be able to get more time if you have good cause for being late.

If your Grievance or Appeal is about a change in services/benefits and you want the services/benefits to stay the same while you wait for the decision, you must file by the date your services/benefits will change or within 10 calendar days after the date the letter notifying you of the change was mailed or given to you, whichever is later.
- ❖ When a decision will be made. You will get a decision about your Grievance or Appeal within 20 calendar days of when your Grievance or Appeal was received.
- ❖ If you do not agree with the decision, you can ask for a hearing. Information about how to request a hearing is attached to this letter. If you ask for a hearing before you get a decision, you lose the right to use the Grievance and Appeal process.
- ❖ Grievance and Appeal records. Any information in the file can be used in the hearing if you request a hearing.

NOTICE OF HEARING RIGHTS

- ❖ Where to get a hearing request form. The form is called the Administrative Hearing Request (form AFS 443). You can get the form by calling the local Department of Human Services (DHS) office and asking for it. Also, you can get the form from your mental health provider or by calling the name and phone number of the Mental Health Plan on your I.D. card, or by calling the Office of Mental Health and Addiction Services at (503) 945-9449.
- ❖ How to file your request for a hearing. Fill out the hearing request form. Give the form to your provider or call the name and phone number on the attached letter for an address. You also may send the form directly to OMHAS Representative at Office of Mental Health and Addiction Services at, 2575 Bittern Street NE, P.O. Box 14250 Salem, OR 97309-0740.
- ❖ If you have an urgent problem. If you need a decision quickly, you may ask for an Expedited Hearing. You need to write on your request that it is an expedited request and why you think you need to have a decision right away. The OMHAS Medical Director will look at your records and the reason you gave and decide if you need a decision right away.
- ❖ Deadlines for filing your request for a hearing. If your hearing request is about a decision in a letter you received, you must file your hearing request within 45 calendar days of the date of the letter you received or within 45 calendar days of the date of the Complaint decision if you waited for a Complaint decision. You may be able to get more time if you have good cause for being late.

If your hearing request is about a change in services/benefits and you want the services/benefits to stay the same while you wait for the hearing decision, you must file a hearing request by the date your services/benefits will change or within 10 calendar days after the date the attached letter was mailed or given to you, whichever is later. If you waited for a Complaint decision and you want the services/benefits to stay the same while you wait for a hearing decision, you must file the hearing request within 10 calendar days of the date the Complaint decision was mailed or given to you, whichever is later.

- ❖ What will happen. OMHAS Representative will ask you what you think was wrong. You have a right to a pre-hearing conference with OMHAS Representative. You may be able to resolve the problem without a hearing. If the problem is not resolved, you will have a hearing. At a hearing, you can tell the DHS Hearing Officer your position and you can have other people testify for you. The State of Oregon will be represented and can have people testify. The Hearing Officer will issue proposed

order and DHS will make a final decision within 90 days from the date of your request for a hearing.

- ❖ If you disagree with the decision. You can request a reconsideration or appeal to the Court of Appeals if you disagree with the decision.
- ❖ Who can help. You can have a lawyer or someone else help you at the hearing. The state will not pay for a lawyer. Your local legal aid office or Oregon Advocacy Center (1-800-452-1694) may be able to give you advice or help you with your hearing.
- ❖ When a decision will be made. DHS must make a decision within 90 days of your request for a hearing.

EXHIBIT H.1
PROCEDURE FOR LONG TERM PSYCHIATRIC CARE DETERMINATIONS
FOR OHP MEMBERS AGE 18 TO 64.

ACTOR	ACTION
Contractor	<ol style="list-style-type: none"><li data-bbox="596 495 1483 1276">1. Determines whether the situation of the OHP Member meets both of the following criteria:<ol style="list-style-type: none"><li data-bbox="789 632 1483 972">a. There is a need for either Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital or Extended Care Program, or Extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and<li data-bbox="789 1020 1483 1276">b. The OHP Member has received all Usual and Customary Treatment including, if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure.<li data-bbox="596 1325 1483 1801">2. If the situation of the OHP Member meets both criteria listed above in step 1, does the following with assistance from Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or Other Inpatient Services staff:<ol style="list-style-type: none"><li data-bbox="789 1629 1483 1801">a. Contacts the OMHAS ECMU Screener at (503) 945-2997 or (503) 945-2998, during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.).

ECMU Screener

- b. Completes a Request for Long Term Psychiatric Care Determination for Persons Age 18 to 64 (request form).
 - c. Obtains the following documents:
 - (1) Physician's history and physical;
 - (2) Current Medications, dosages, and length of time on Medication;
 - (3) Reports of other consultations;
 - (4) Social histories; and
 - (5) Current week's progress notes.
- 3. Sends, by facsimile, the request form and supporting documents to the OMHAS ECMU Screener at (503) 945-0947.
- 4. Within three working days of receiving a completed request form, does the following:
 - a. Reviews the request form and documentation for compliance with criteria for LTPC with the following facilities:
 - (1) OSH, Portland Campus;
 - (2) OSH, Salem Campus;
 - (3) Eastern Oregon Psychiatric Center (EOPC);
 - (4) Efficacious alternatives in the community.

ECMU Screener (Cont.)

Contractor

- b. If necessary, visits the Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or Other Inpatient Services facility to interview staff and the OMAP Member.
 - c. Indicates findings, determination and transfer date, if applicable, on the request form.
 - d. Discuss findings, determination and placement alternatives with the Contractor.
- 5. Sends, by facsimile, the completed request form to Contractor. If the OHP Member is enrolled with Greater Oregon Behavioral Health, Inc. (GOBHI), also forwards a copy of the request form to DHS Seniors and People with Disabilities Program and the EOPC billings office.
- 6. If the OHP Member is not found Appropriate for LTPC or found Appropriate for LTPC but on a date other than that specified in Section V.B.3.i.(3)(a) of this Agreement, does the following:
 - a. Decides whether to accept decision of the ECMU Screener.
 - b. If the decision is not accepted, then requests a clinical review within three working days of receiving notice of the LTPC determination. Sends a written request and documentation submitted in accordance with Step 2.c. of this Exhibit to the Office of Mental Health and Addiction Services (OMHAS) via facsimile at (503) 947-1023.

OMHAS

Clinical Reviewer

- c. If the decision is accepted, either provides Appropriate treatment or initiates transfer of the OHP Member to the setting recommended as of the date specified.

- 7. If the Contractor requests a clinical review, sends, by facsimile, the request form and documentation submitted by the Contractor in accordance with Step 2.c. of this Exhibit to the Clinical Reviewer.

- 8. Does the following within three working days of receiving the clinical review packet:

- a. Reviews all documentation submitted by the Contractor in accordance with Step 2.c. of this Exhibit.
- b. Decides whether the OHP Member is Appropriate for LTPC.
- c. Determines the effective date of LTPC as specified in Section V.B.3.i.(3) of this Agreement, if applicable.
- d. Updates the request form.
- e. Notifies, by phone, the Contractor, OMHAS and the ECMU Screener of the determination.
- f. Sends, by facsimile, the completed request form to the Contractor, OMHAS and the ECMU Screener.

ECMU Screener

9. If the OHP Member is found Appropriate for LTPC, coordinates with the physician and admission staff the transfer to the setting recommended as of the date specified.

OMHAS

10. If transfer to the LTPC setting will not occur on the date the OHP Member is Appropriate for LTPC, DHS will assume payment responsibility for charges related to the Acute Inpatient Hospital Psychiatric or Other Inpatient Services stay from the effective date of LTPC until the OHP Member is discharged from such setting.

DETERMINATION		
Patient's Name:		Prime No.:
<input type="checkbox"/> Approved	Referral Date:	Name of Clinical Decision Maker:
<input type="checkbox"/> Denied	Approval Date:	Date of Determination:
		Date Patient Admitted to State Hospital:
CRITERIA FOR LONG TERM PSYCHIATRIC INPATIENT CARE		
<input type="checkbox"/> Primary DSM Diagnosis is severe psychiatric disorder <input type="checkbox"/> Documented need for 24-hour hospital level medical supervision <input type="checkbox"/> At least one of the following conditions is met: <ul style="list-style-type: none"> <input type="checkbox"/> Need for extended (more than 21 days) regulation of Medications due to significant complications arising from severe side effects of Medications. <input type="checkbox"/> Need for continued treatment with electroconvulsive therapy where an extended (more than 21 days) inpatient environment is indicated and the inappropriateness of a short-term or less restrictive treatment program is documented in the Clinical Record. <input type="checkbox"/> Continued actual danger to self, others or property that is manifested by at least one of the following: <ul style="list-style-type: none"> <input type="checkbox"/> The OHP Member has continued to make suicide attempts or substantial (life-threatening) suicidal gestures or has expressed continuous and substantial suicidal planning or substantial ongoing threats. <input type="checkbox"/> The OHP Member has continued to show evidence of danger to others as demonstrated by continued violent acts to person or imminent plans to harm another person. <input type="checkbox"/> The OHP Member has continued to show evidence of severe inability to care for basic needs but has potential for significant improvement with treatment. <input type="checkbox"/> Failure of intensive extended care services evidenced by documentation in the Clinical Record of: <ul style="list-style-type: none"> <input type="checkbox"/> An intensification of symptoms and/or behavior management problems beyond the capacity of the extended care service to manage within its programs; and <input type="checkbox"/> Multiple attempts to manage symptom intensification or behavior management problems within the local Acute Inpatient Hospital Psychiatric Care unit. 		
<input type="checkbox"/> Has received all Usual and Customary Treatment including, if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure.		

OUTCOME OF CLINICAL REVIEW		
<input type="checkbox"/> Upheld	Transfer Date:	Name of Clinical Reviewer:
<input type="checkbox"/> Reversed		Date of Decision:

REQUEST FOR LONG TERM PSYCHIATRIC CARE DETERMINATION FOR PERSONS AGES 18 TO 64

REQUEST				
Mental Health Organization:		Referral Date:		
OHP Member Name:			DOB:	
Prime No (Required):	DSM Axis I	DSM Axis II	DSM Axis III	
Admission Date:	Proposed Transfer Date:			
BASIS FOR REQUEST (NOTE: All documents must be attached.)				
<input type="checkbox"/> There is a need for either: <ul style="list-style-type: none"> <input type="checkbox"/> Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital or Extended Care Program, or <input type="checkbox"/> Extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and 				
<input type="checkbox"/> The OHP Member has received all Usual and Customary Treatment including, if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure.				
DOCUMENTATION SUPPORTING REQUEST (NOTE: All documents must be attached.)				
<input type="checkbox"/> Physician's history and physical <input type="checkbox"/> List of current Medications, dosages and length of time on Medication <input type="checkbox"/> Reports of other Consultations <input type="checkbox"/> Social histories <input type="checkbox"/> Current week's progress notes				
ANALYSIS OF DOCUMENTATION SUPPORTING REQUEST				

Update 10/02

EXHIBIT H.2

**PROCEDURE FOR LONG TERM PSYCHIATRIC CARE DETERMINATIONS
FOR OHP MEMBERS UNDER AGE 18**

ACTOR	ACTION
Contractor	<ol style="list-style-type: none">1. If the length of stay might exceed Usual and Customary Treatment, consults with one of the following regarding a potential need for LTPC:<ol style="list-style-type: none">a. For OHP Members age 14 and under, the OMHAS Secure Children's Inpatient Program (SCIP) Representative;b. For OHP Members age 15 through 18, the Oregon State Hospital (OSH), Child and Adolescent Treatment Program (CATP), Community Outreach Team (COT) Representative.2. Determines whether the situation of the OHP Member meets the criteria listed in step 5.a.3. If the situation of the OHP Member meets such criteria, does the following with assistance from Acute Inpatient Hospital Psychiatric Care or Psychiatric Residential Treatment Services (PRTS) staff:<ol style="list-style-type: none">a. For OHP Members age 14 and under, contacts the OMHAS SCIP Representative at (503) 947-4220, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), orb. For OHP Members age 15 through 18, contacts the Oregon State Hospital (OSH), Child and Adolescent Treatment Program (CATP), COT Representative at (503) 945-7134 or (503) 945-7135, during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.).

ACTOR	ACTION
	<ul style="list-style-type: none"> c. Completes a Request for Long Term Psychiatric Care Determination for Persons Under Age 18 (request form). d. Obtains the following documents: <ul style="list-style-type: none"> (1) Physician's history and physical; (2) List of current Medications, dosages, and length of time on Medication; (3) Reports of other Consultations; (4) Current psychosocial assessment; (5) Current week's progress notes; (6) Current Child Acuity of Psychiatric Illness (CAPI) score, if available; (7) Current psychological assessment; if determined medically appropriate ; (8) Current psychiatric assessment; (9) Psychiatric care admission history; and (10) Completed consent for release of information from the most recent residential or PRTS facility in which the child resided. 4. Sends, by facsimile, the request form and supporting documents to one the following: <ul style="list-style-type: none"> a. For OHP Members age 14 and under, the OMHAS Representative at (503) 947-4220, or b. For OHP Members Age 15 through 18, the OSH (COT) Representative at (503) 945-2807.

OMHAS Representative
or COT Representative

NOTE: Steps 5 through 11 are completed within seven working days of receiving a completed request form.

5. Does the following:
 - a. Completes an initial screening to decide whether the Community Coordinating Committee (CCC) LTPC screening criteria is met. Such criteria includes the following:
 - (1) The primary DSM Axis I Diagnosis is from the OHP prioritized list of health services;
 - (2) There is documented evidence that the child has not responded to all Usual and Customary Treatment in an Acute Inpatient Hospital Psychiatric Care setting or PRTS level of care; and
 - (3) There is documented evidence that the child's psychiatric symptoms have intensified beyond the capacity of the Acute Inpatient Hospital or PRTS level of care; or
 - (4) In exceptional circumstances a child may be screened who is not currently in an Acute Care Hospital or current functioning and documentation of prior treatment and treatment oriented placements indicate placement into Acute Care of Psychiatric Residential Treatment will benefit the child;
 - (5) There is a documented need for 24-hour hospital level medical supervision under the direction of a psychiatrist in order to effectively treat the primary diagnosis; and

	<ul style="list-style-type: none">(6) The current CAPI score indicates a level of acuity that requires inpatient care.
	<ul style="list-style-type: none">b. If necessary, visits the Acute Inpatient Hospital Psychiatric Care or PRTS facility to interview staff and the OMAP Member.c. If CCC LTTPC screening criteria is met, forwards the request form and supporting documentation to the CCC Chairperson and allocates time to attend the CCC LTTPC screening.d. If CCC LTTPC screening criteria is not met, notifies Contractor and CCC Chairperson.
CCC Chairperson	<ul style="list-style-type: none">6. Schedules a CCC LTTPC screening in conjunction with either the OMHAS SCIP Representative or the COT Representative.7. Collects and distributes documentation necessary for the CCC LTTPC screening8. Invites the CCC LTTPC screening persons who possess information needed to make the LTTPC determination and develop the CCC Care Path Plan. Such persons may include Contractor, family members of the OMAP Member or legal guardian, and/or treatment providers.
CCC	<ul style="list-style-type: none">9. Conducts the CCC LTTPC screening.
	<ul style="list-style-type: none">a. Determine whether admission criteria has been met.b. Identifies efficacious community placement alternatives.
CCC	

- c. Discusses findings, alternatives and determination with the Contractor and either the OMHAS SCIP Representative or the OSH COT Representative.
 - d. Notes the final determination.
 - e. If admission criteria are met, does the following:
 - (1) Establishes an admission date and time; and
 - (2) Develops a CCC Care Path Plan.
 - f. If admission criteria are not met, determines an appropriate plan of care.
 - g. Completes the CCC LTPC Determination for Persons Under Age 18 form by indicating findings, determination and planned admission date, if applicable.
10. If the OMAP Member is found Appropriate for LTPC, sets the effective date of LTPC as specified in Section V.B.3.i.(3)(a) of this Agreement.
11. Sends, by facsimile, the completed CCC LTPC Determination for Persons Under Age 18 form to Contractor. Sends a copy to Institutional Revenue Section of DHS.
12. If the OHP Member is not found Appropriate for LTPC or found Appropriate on a date other than the date described in step 10, does the following:
- a. Decides whether to accept the decision.
 - b. If the decision is not accepted, requests a

Contractor

clinical review within three working days of receiving notice of the screening decision. Sends a written request and documentation submitted in accordance with Step 3.c. of this Exhibit to OMHAS, Child and Adolescent Services Section via facsimile at (503) 947-1023.

- c. If the decision is accepted, either provides Appropriate Treatment or initiates transfer of the OHP Member to the setting recommended as of the date specified.

OMHAS

- 13. If a clinical review is requested, send, by facsimile, the request form and documentation submitted by Contractor in accordance with Step 3.c. of this Exhibit to the Clinical Reviewer.

Clinical Reviewer

- 14. Does the following within five working days of receiving the clinical review packet:
 - a. Reviews all forms and documentation submitted by Contractor in accordance with Step 3.c. of this Exhibit.
 - b. Decides whether the OHP Member is Appropriate for LTTPC.
 - c. Determines the effective date of LTTPC as specified in V.B.3.i.(3)(a) of this Agreement, if applicable.
 - d. Updates the CCC LTTPC Determination form.
 - e. Notifies by phone, Contractor, OMHAS SCIP Representative or OSH COT Representative of the determination.

OMHAS

- f. Sends, by facsimile, the completed CCC LTTPC Determination form to Contractor, OMHAS SCIP Representative or OSH COT Representative Contractor.
- 15. If transfer to OSH CATS will not occur on the date the OHP Member is Appropriate for LTTPC, DHS assumes payment responsibility for charges related to the Acute Inpatient Hospital Psychiatric stay from the effective date of LTTPC until the OHP Member is discharged from such setting.

REQUEST FOR LONG TERM PSYCHIATRIC CARE DETERMINATION FOR PERSONS UNDER AGE 18

REQUEST	
Child's Name:	Referral Date:
Parent/Guardian:	
Address:	Phone:
City:	County:
Child's Medicaid Prime No:	Child's SS#:
Mental Health Organization:	DOB:
Current Program:	Admission Date:
PRIMARY DSM DIAGNOSIS	
Axis I Diagnosis:	Code:
Axis II Diagnosis:	Code:
Axis III Diagnosis:	Code:
Axis IV Diagnosis:	Code:
Axis V Diagnosis:	Code:
DOCUMENTATION SUPPORTING REQUEST (NOTE: All documents must be attached.)	
<input type="checkbox"/> Physician history and physical <input type="checkbox"/> List of current medications, dosages, and length of time on medication <input type="checkbox"/> Reports of other consultations <input type="checkbox"/> Current psychosocial assessment <input type="checkbox"/> Current week's progress notes <input type="checkbox"/> Current Child Acuity of Psychiatric Illness (CAPI) score (if available) <input type="checkbox"/> Current psychological assessment (if medically appropriate) <input type="checkbox"/> Completed consent for release of information from the most recent residential or PRTS facility in which the child resided <input type="checkbox"/> Current psychiatric assessment <input type="checkbox"/> Psychiatric care admission history	

SUMMARY OF REASONS FOR REQUEST

Long-Term Psychiatric Care Determination for Persons Under Age 18

Child's Name:

Mental Health Organization:

Name of OMHAS SCIP or COT Representative:

Name of CCC Chairperson:

CRITERIA FOR LONG TERM PSYCHIATRIC INPATIENT CARE (NOTE: Must meet all criteria.)

- ☐ Primary DSM Axis I diagnosis is from the OHP prioritized list
- ☐ Documented evidence that the child has not responded to all Usual and Customary Treatment in an acute inpatient hospital psychiatric care or PRTS level of care setting
- ☐ Documented evidence that the child's psychiatric symptoms have intensified beyond the capacity of the acute inpatient hospital psychiatric care or PRTS level

<input type="checkbox"/> of care setting <input type="checkbox"/> Documented need of 24-hour hospital level medical supervision under the direction of a psychiatrist in order to effectively treat the primary diagnosis <input type="checkbox"/> Current CAPI score indicates a level of acuity that requires inpatient psychiatric care		
Outcome of CCC Clinical Screening		
<input type="checkbox"/> Upheld <input type="checkbox"/> Reversed	Planned Admission Date:	Name of Clinical Reviewer:
		Date of Decision:
Signature of OMHAS SCIP Representative or COT Representative:		Date:

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Community Coordinating Committee Care Path Plan

Child's Name:	
DISCHARGE PLAN AND CRITERIA	
If Long-Term Psychiatric Care admission criteria are met, include a written plan for discharge to the least restrictive appropriate setting with specific discharge criteria linked to resolution of symptoms and behaviors that justified admission.	
SERVICES RECOMMENDED	
If Long-Term Psychiatric Care admission criteria are not met, describe services that are recommended.	
Signature of CCC Chairperson	Date:

Update 10/02

EXHIBIT H.3
PROCEDURE FOR LONG TERM PSYCHIATRIC CARE DETERMINATION FOR
OHP MEMBERS REQUIRING GEROPSYCHIATRIC TREATMENT

ACTOR	ACTION
Contractor	<ol style="list-style-type: none"> 1. Determines whether the situation of the OHP Member meets both of the following criteria: <ol style="list-style-type: none"> a. There is a need for either Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital (or for adults Extended Care Program), or Extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and b. The OHP Member has received all Usual and Customary Treatment including, if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure. 2. If the situation of the OHP Member meets both of the criteria listed in step 1, determines whether the OHP Member is eligible for Geropsychiatric Treatment Services. To be eligible for these services, the OMAP Member must be: <ol style="list-style-type: none"> a. Age 65 or over, or b. Ages 18 to 64 and have significant nursing care needs (e.g., must be bathed, dressed, groomed, fed, and toileted by staff) due to an Axis III disorder of an enduring nature.
	<ol style="list-style-type: none"> 3. With the assistance of Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or

Contractor

ACTOR	ACTION
	<p>Other Inpatient Services staff, does the following:</p> <ul style="list-style-type: none"> a. Contacts the OSH Geropsychiatric Outreach and Consultation Service (OCS) at (503) 945-7136, Monday through Friday, 8:00 a.m. to 5:00 p.m.; b. Obtains the Request for Long-Term Care Determination for Persons Requiring Geropsychiatric Treatment (request form) from the OSH Geropsychiatric OCS staff; c. Assess OHP Member's capacity to provide informed consent. If OHP Member is determined unable to provide informed consent, take appropriate action towards civil commitment for OHP Members not already protected by guardianship. d. Obtains all supporting documents listed on the request form. <p>4. Sends, by facsimile, the request form and documents to the OSH Geropsychiatric OCS Screener at (503) 945-2807.</p>
OCS Screener	<p>5. Within three working days of receiving a completed request form, does the following:</p> <ul style="list-style-type: none"> a. Reviews the request form and documentation for compliance with criteria for LTPC for persons requiring geropsychiatric treatment.
OCS Screener	<ul style="list-style-type: none"> b. If necessary, visits the Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or Other Inpatient Services facility to interview staff and the

ACTOR	ACTION
	<p>OHP Member.</p> <ul style="list-style-type: none"> c. Discusses findings, determination, and placement alternatives with Contractor or Contractor Representative (i.e., the person who sent the request form or other person designated on the request form). d. Indicates findings, determination, and effective date of LTPC as specified in Section V.B.3.i.(3)(c) of this Agreement on the request form. <p>6. If the OHP Member is found Appropriate for LTPC at OSH-GTS, works with OSH-GTS, Contractor, and the Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or Other Inpatient Services facility to set the OSH-GTS admission date and to coordinate such admission.</p>
OCS Screener	<p>7. Sends, by facsimile, the completed request form to Contractor and requester. Also, forwards a copy of the request form to the Institutional Revenue Section of DHS.</p>
Contractor	<p>8. If the OHP Member is not found Appropriate for LTPC at OSH-GTS, or is found Appropriate on a date other than the date specified in step 5.d., does one of the following:</p> <ul style="list-style-type: none"> a. Accepts the decision of the OCS Screener and provides Appropriate Treatment. Works with Acute Inpatient Hospital Psychiatric Care or Subacute Psychiatric Care or Other Inpatient Services staff, Senior and Disabled Services DHS staff, and in some cases, Enhanced Care Services staff to develop a plan for continued care and Treatment.

ACTOR	ACTION
OMHAS	<p>b. If the decision is not accepted, requests a clinical review within three working days of receiving notice of the LTPC determination. Sends a written request and documentation specified in Step 3.d. of this Exhibit to the OMHAS via facsimile at (503) 947-1023.</p> <p>9. If Contractor requests a clinical review, sends, by facsimile, the request form and documentation submitted by Contractor in accordance with Step 3.d. of this Exhibit to the Clinical Reviewer.</p>
Clinical Reviewer	<p>10. Does the following within three working days of receiving the clinical review packet:</p> <p>a. Reviews all documentation submitted by Contractor in accordance with Step 3.d. of this Exhibit.</p> <p>b. Decides whether the OHP Member is Appropriate for LTPC.</p> <p>c. Determines the effective date of LTPC as specified in Section V.B.3.i.(3) of this Agreement, if applicable.</p> <p>d. Updates the request form.</p> <p>e. Notifies by phone: Contractor, OMHAS and the OCS Screener of the determination.</p> <p>f. Sends, by facsimile, the completed request form to Contractor, OMHAS and the OCS Screener.</p>

ACTOR	ACTION
OCS Screener	11. If the OHP Member is found Appropriate for LTPC, coordinates with the physician and admission staff the transfer to the setting recommended as of the date specified.
OMHAS	12. If transfer to the LTPC setting will not occur on the effective date of LTPC, DHS assumes payment responsibility for charges related to the Acute Inpatient Hospital Psychiatric or Other Inpatient Services stay from the effective date of LTPC until the OHP Member is discharged from such setting.

**Request for Long-Term Psychiatric Care Determination for
Persons Requiring Geropsychiatric Treatment**

REQUEST				
Mental Health Organization:			Referral Date:	
OHP Member Name:			DOB:	
Referral Agent:		DSM Axis I	DSM Axis II	DSM Axis III
Admission Date:	Prime Number:			
BASIS FOR REQUEST (NOTE: All criteria must be met.)				
<input type="checkbox"/> OHP Member is 65 or older or OHP Member is 64 or younger AND has significant nursing care needs (e.g., must be fed, dressed, groomed, bathed, and toileted by staff) AND these needs arise from an Axis III disorder of an enduring nature (e.g., Alzheimer's, Huntington's, TBI, CVA) (Note: A person 64 or under whose nursing care needs arise from acute decompensation of an Axis I disorder or are the result of behavioral noncompliance would not be admitted to GTS and should be referred to ECMU.)				
<input type="checkbox"/> There is a need for either: <ul style="list-style-type: none"> <input type="checkbox"/> Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital or Extended Care Program, or <input type="checkbox"/> Extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and 				
<input type="checkbox"/> The OHP Member has received all Usual and Customary Treatment, including if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure.				
DOCUMENTATION SUPPORTING REQUEST				
(NOTE: All documents must be attached and must document the basis for request criteria.)				
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Physician's history and physical </div> <div style="width: 50%;"> <input type="checkbox"/> Diagnostic Test results and Lab reports </div> <div style="width: 50%;"> <input type="checkbox"/> List of current Medications, dosages and length of time on Medication </div> <div style="width: 50%;"> <input type="checkbox"/> Guardianship or civil commitment documents (if applicable) </div> <div style="width: 50%;"> <input type="checkbox"/> Reports of other Consultations </div> <div style="width: 50%;"> <input type="checkbox"/> Civil Commitment investigation report (if available) </div> <div style="width: 50%;"> <input type="checkbox"/> Social histories </div> <div style="width: 50%;"> <input type="checkbox"/> ADL Assessment (if available) </div> <div style="width: 50%;"> <input type="checkbox"/> Current week's progress notes </div> <div style="width: 50%;"> <input type="checkbox"/> Advance Directive (if available) </div> </div>				

Please summarize the reason why the patient needs Long-Term Psychiatric Care.

ANALYSIS OF DOCUMENTATION SUPPORTING REQUEST
(Remainder of form to be completed by Gero Outreach staff.)

DETERMINATION

Patient's Name:

Prime No.:

☐ Approved

Date of
Determination:

Name of Clinical Decision Maker:

☐ Denied

Date Patient Admitted to OSH-GTS:

CRITERIA FOR LONG TERM GEROPSYCHIATRIC INPATIENT CARE

- ☐ Person is 65 or older or person is 64 or under and meets nursing care criteria.
- ☐ Person has a psychiatric/neurological disorder causing severe behavioral disturbances with need for 24 hour hospital level medical supervision.
- ☐ At least one of the following conditions is met:
 - ☐ Need for extended (more than 21 days) regulation of Medications due to significant complications arising from severe side effects of Medications.
 - ☐ Need for continued Treatment with electroconvulsive therapy where an extended (more than 21 days) inpatient environment is indicated and the inappropriateness of a short-term or less restrictive treatment program is documented in the Clinical Record.

<input type="checkbox"/> Continued actual danger to self, others or property that is manifested by at least one of the following:		
<input type="checkbox"/> The OHP Member has continued to make suicide attempts or substantial life-threatening behavior or has expressed continuous and substantial suicidal planning or substantial ongoing threats.		
<input type="checkbox"/> The OHP Member has continued to show evidence of danger to others as demonstrated by continued destructive acts to person or imminent plans to harm another person.		
<input type="checkbox"/> For OHP Members 65 and over ONLY: The OHP Member has continued to show evidence of severe inability to care for basic needs due to significant decompensation of an Axis I diagnosis.		
<input type="checkbox"/> Failure of intensive Enhanced Care Services evidenced by documentation in the Clinical Record of:		
<input type="checkbox"/> An intensification of symptoms and/or behavior management problems beyond the capacity of the Enhanced Care Service to manage within its programs; and		
<input type="checkbox"/> A minimum of one attempt to manage symptom intensification or behavior management problems within the local Acute Inpatient Hospital Psychiatric Care unit.		
<input type="checkbox"/> Has received all Usual and Customary Treatment including, if Medically Appropriate, establishment of a Medication program and use of a Medication Override Procedure.		
<input type="checkbox"/> Has received medical evaluation and stabilization of acute medical problems.		

OUTCOME OF CLINICAL REVIEW

<input type="checkbox"/> Upheld <input type="checkbox"/> Reversed	Transfer Date:	Name of Clinical Reviewer:
		Date of Decision:

Update 10/02

EXHIBIT I
PRACTITIONER INCENTIVE PLANS

1. Contractor shall comply with all requirements of this Exhibit to ensure compliance with Sections 4204(a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern practitioner incentive plans. The purpose of this Act is to ensure that OHP Members are not being denied access to Medically Appropriate referral services based on financial incentives. Contractor shall not set into place any financial incentives which reduce or limit provision of Covered Services to OHP Members as specified in this Agreement.
2. Contractor shall complete and submit to OMHAS Report I 1: Practitioner Incentive Plan Disclosure, under the following circumstances:
 - a. On the effective date of this Agreement;
 - b. At least 45 calendar days before the effective date of changes to the referral incentive arrangements which results in a change in the amount of risk or Stop Loss Protection or a change in the risk formula to include coverage of services not provided by the practitioner or practitioner group which were not previously included in the formula;
 - c. Within 30 calendar days of OMHAS request; and
 - d. On the effective date of any amendment to this Agreement that extends Contractor's Service Area.
3. Contractor shall provide to any OHP Member who requests it the following information:
 - a. Whether the Contractor uses a practitioner incentive plan that affects the use of referral services;
 - b. The type of incentive arrangement;
 - c. Whether Stop Loss Protection is provided; and
 - d. If a survey is required to ensure access to services is not being denied based on the practitioner incentive plan, a summary of the survey results.

4. If Contractor practitioner incentive plans meet the definition appearing in Report I 1: Practitioner Incentive Plan Disclosure, Contractor shall complete and submit to OMHAS, on the effective date of this Agreement and at least 45 calendar days before the effective date of changes to the practitioner incentive plans, Report I 2: Practitioner Incentive Plan Detail. OMHAS shall use information reported to determine whether Contractor incentive arrangements place the practitioner or practitioner group at risk for amounts beyond a specified risk threshold.
- a. Risk threshold means the maximum risk to which a practitioner or practitioner group may be exposed under a practitioner incentive plan without being at substantial financial risk. It applies to incentive arrangements involving referral services. The specified risk threshold is set at 25 percent of potential earnings of the practitioner or practitioner group.
 - b. Substantial financial risk applies to those practitioners and practitioner groups with a patient panel size of less than 25,001 OHP Members or a patient panel size of more than 25,000 OHP Members as a result of pooling OHP Members. A substantial financial risk exists for these practitioners and practitioner groups if the incentive arrangement described above in 4.a. places the practitioner or practitioner group at risk of losing more than the risk threshold.
 - c. An incentive arrangement shall be determined as causing substantial financial risk under the following circumstances:
 - (1) Withholds are greater than 25 percent of the maximum anticipated total incentive payments (salary, Fee-For-Service payments, Capitation Payments, returned withhold and bonuses);
 - (2) Withholds less than 25 percent of potential payments if the practitioner or practitioner group is potentially liable for amounts exceeding 25 percent of potential payments;
 - (3) Bonus that is greater than 33 percent of potential payments minus the bonus;
 - (4) Withholds plus bonuses if this sum equals more than 25 percent of potential payments. The threshold bonus percentage for a particular withhold percentage may be calculated using the formula:

$$\text{withhold percentage} - 0.75(\text{bonus percentage}) + 25\%$$

- (5) For Capitation arrangements, if the difference between the maximum possible payments and minimum possible payments is more than 25 percent of the maximum possible payments; or the maximum and minimum possible payments are not clearly explained in the practitioner's or practitioner group's contract; and
 - (6) Any other incentive arrangements that have the potential to hold a practitioner or practitioner group liable for more than 25 percent of potential payments.
5. If Contractor is found to have referral incentive arrangements which place its practitioners or practitioner groups at substantial financial risk, Contractor shall conduct a survey of OHP Members to address satisfaction with the quality of services provided and degree of access to the services. Such survey may be conducted as part of survey administration occurring based on Contractor's QA Program. Contractor shall provide OMHAS with survey data and results within 60 calendar days of the survey due date. The survey shall:
- a. Include either all current OHP Members of Contractor and those who have disenrolled for reasons other than loss of eligibility or relocation outside the service Areas; or all those OHP Members enrolled during the past twelve months or a sample of these OHP Members;
 - b. Be designed, implemented and analyzed in accordance with commonly accepted principles of survey design and statistical analysis;
 - c. Address the satisfaction of OHP Members and disenrolled OHP Members with the quality of services provided and their degree of access to the services; and
 - d. Be conducted no later than one year after the effective date of the incentive arrangement and at least every two years thereafter .

6. Contractor shall ensure that all practitioners and practitioner groups determined to be at substantial financial risk have either aggregate or per OHP Member Stop Loss Protection in accordance with the following requirements:
- If aggregate Stop Loss Protection is provided, Contractor shall cover 90 percent of referral service costs (beyond allocated amounts) that exceed 25 percent of potential earnings of the practitioner or practitioner group; or
 - If per patient Stop Loss Protection is provided, Contractor shall provide Stop Loss Coverage based on patient panel size as reflected in the following table:

Patient Panel Size	Per Patient Stop Loss Limit
Less than 1,000	\$10,000
1,000 to 10,000	\$30,000
10,001 to 25,001	\$200,000
More than 25,000 (No Pooling)	No specification
More than 25,000 (Pooling)	\$200,000

7. CMS may impose a penalty of up to \$25,000 in addition to or in lieu of other remedies available under law if CMS determines that the Contractor either misrepresented or falsified information furnished to OMHAS or an OHP Member in regard to the Practitioner Incentive Plan provisions or failed to comply with the Practitioner Incentive Plan provisions specified in this Agreement.
8. DHS shall suspend payment for new OHP Members until it is satisfied that the basis for the determination by CMS is not likely to recur.

REPORT I 1: PRACTITIONER INCENTIVE PLAN DISCLOSURE

Mental Health Organization: _____ Date Prepared: _____

Signature and Title of Authorized Representative: _____

Practitioner Incentive Plan: Any incentive arrangement between an eligible organization and a practitioner or practitioner group that may directly or indirectly have the effect of reducing or limiting Covered Services furnished with respect to individuals enrolled in the organization. The compensation arrangement may include a variety of payment methods that create financial incentives to influence the use of referral services which are arranged, but not directly provided, by the practitioner subject to the practitioner incentive plan. Such incentive arrangements may hold a practitioner or a practitioner group at risk for all or a portion of the cost of referral services and may provide additional compensation to the practitioner or practitioner group if the practitioner or practitioner group is successful at controlling the level of referral services.

QUESTION OR REQUIREMENT	RESPONSE
1. Does said organization use practitioner incentive plans as defined above for work performed under this Agreement?	
2. If the answer to item 1 is yes, answer these additional questions.	
a. Does the plan reference services that are not provided by the practitioner or practitioner group?	
b. Does the plan involve a withhold and/or bonus? If yes, what is the percent or dollar amount of the withhold and/or bonus?	
c. Does the plan require Stop Loss Protection? If yes, what type of stop loss is required? If yes, what amount of protection is required?	

d. What is the patient panel size?		
If the panel size is based on a pooling of patients, describe the pooling method used.		
e. Does the plan involve Capitation of practitioners or groups?		
If yes, complete the table to the right using information from the most recent year.	Practitioner Type	Percent of Total Capitation Paid
	Primary Care Practitioners	
	Referral Services to Specialists	
	Hospital	
	Other Types of Providers Services	
	Total	
f. Does said organization conduct surveys of OHP Members to measure the impact of practitioner incentive plans on quality of services and access to services?		
If yes, when was the last survey conducted and who was surveyed?		
If yes, when will the next survey be conducted and who will be surveyed?		

<p>If yes, describe how the survey was designed, implemented and analyzed.</p>	
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DHS-OHP-0510-3/98

REPORT I 2: PRACTITIONER INCENTIVE PLAN DETAIL

Mental Health Organization: _____ Date Prepared: _____

Provider Type	Patient Panel Size	Service Payments				Incentives					Total Service Payments and Incentives	Practitioner Liability
		Salary	Fee-for-Service	Capitation	Total	Bonus	Capitation Withhold	FFS Withhold	Referral Withhold	Total		
Primary Care Practitioners												
Referral Services to Specialists												
Hospital												
Other Types of Providers Services												
Total												

MHDDSD-OHP-0511-3/98

Instructions:

1. Provide the total aggregate amount of payment made by Contractor to each provider type by service payment and incentive arrangement for services delivered under this Agreement during the risk/incentive period.
2. If any one particular referral provider comprises 25% or more of any referral incentive arrangement, then provide the name, address and phone number of the provider group.
3. Provide a written, signed and dated statement and justification if any of the above information is to be considered confidential.

Document date: 10-01-04

I 2: Practitioner Incentive Plan Detail

Bonus: A payment made to a practitioner or practitioner group beyond any salary, fee-for-service payments, capitation, or returned withhold.

Capitation Withhold: An incentive arrangement where a certain amount is removed from the negotiated Capitation Payment and might or might not be returned to the Participating Providers within the health care delivery system to cover a specified set of services and administrative costs at a given point in time on the basis of certain criteria and/or factors.

Fee-for-Service Withhold: An incentive arrangement where a certain percentage of the service fee is removed from the base amount of the service fee and might or might not be returned to the Participating Providers within the health care delivery system on the basis of certain criteria and/or factors.

Practitioner Liability: An incentive arrangement where payments are made to or by Participating Providers within the health care delivery system at a given point in time on the basis of certain performance criteria. Practitioner liability does not include those items defined elsewhere on this page.

Referral: Any specialty, inpatient, outpatient, or laboratory services that a practitioner or practitioner group orders or arranges, but does not furnish directly.

Referral Withhold: An arrangement between Contractor and Participating Providers in a health care delivery system to provide an incentive for that system to take on additional financial responsibility in covering probable, future expenses incurred from providing referral health care services to Contractor's OHP Members. These arrangements consist of any amounts Contractor pays Participating Providers for services provided, including the amounts paid for administration. These arrangements may control levels or costs of referral services. These payments should only include arrangements based on referral levels. Arrangements made between Contractor and an intermediate entity who in turn subcontracts with one or more practitioner groups are to be reported.

EXHIBIT J
PREVENTION/DETECTION OF FRAUD AND ABUSE

Contractor shall have in place internal controls, policies or procedures capable of preventing and detecting fraud and abuse activities as they relate to the Oregon Health Plan. This may include operational policies and controls in areas such as complaint and grievance resolution, provider credentialing and contracting, provider and staff education, and corrective action plans to prevent potential fraud and abuse activities. Contractor shall review its fraud and abuse policies annually. If Contractor is also a Medicare contractor, the fraud and abuse policies established by Contractor to meet CMS standards shall be deemed sufficient to meet DHS's requirements for fraud and abuse prevention and monitoring.

1. Contractor's fraud and abuse activities shall include, at minimum, the following:
 - a) Written policies, procedures, and standards of conduct that articulate Contractor's commitment to comply with all applicable Federal and state standards to guard against fraud and abuse;
 - b) The designation of a compliance officer and a compliance committee that are accountable to senior management, to monitor fraud and abuse activities;
 - c) Effective training and education for the compliance officer and Contractor's employees;
 - d) Effective lines of communication between the compliance officer and Contractor's employees;
 - e) Enforcement of standards that guard against fraud and abuse through well publicized disciplinary guidelines;
 - f) Provision for internal monitoring and auditing; and
 - g) Provision for prompt response to detected offenses and for development of corrective action initiatives relating to this MHO Agreement.
2. Services under this Agreement may not be provided by the following persons (or their affiliates as defined in the Federal Requisition Regulations): (a) Persons who are currently suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issues pursuant to Executive Order No. 12549 or under guidelines implementing such order, (b) Persons who are currently excluded from the Medicaid participation under section 1128 or section 1128A of the Act.

3. Contractor shall not refer OHP Members to such persons and shall not accept billings for services to OHP Members by such persons.
4. Contractor may not knowingly: (1) have a person described in (a) above as a director, officer, partner, or person with beneficial ownership of more than 5% of Contractor's equity, or (2) have an employment, consulting, or other agreement with a person described in 1(a) above for the provision of items and services that are significant and material to Contractor's obligations under this Agreement.
5. Contractor is required to promptly refer all verified cases of fraud and abuse, including fraud by employees and subcontractors of the organization to the Medicaid Fraud Control Unit (MFCU), consistent with the Memorandum of Understanding between DHS and the MFCU. Contractor may also refer cases of suspected fraud and abuse to the MFCU prior to verification.
6. Examples of cases that should be referred:
 - (a) Providers who consistently demonstrate a pattern of intentionally reporting encounters or services that did not occur. A pattern would be evident in any case where 20% or more of sampled or audited services are not supported by documentation in the clinical records;
 - (b) Providers who consistently demonstrate a pattern of intentionally reporting overstated or up-coded levels of service. A pattern would be evident by 20% or more of sampled or audited services that are billed at a higher level procedure code than is documented in the clinical records;
 - (c) Any verified case where the provider purposefully altered, falsified, or destroyed clinical record documentation for the purpose of artificially inflating or obscuring compliance rating or collecting Medicaid payments not otherwise due;
 - (d) Providers who intentionally or recklessly make false statements about the credentials of persons rendering care to OHP Members;
 - (e) Providers who intentionally fail to render medically appropriate covered services to OHP Members;
 - (f) Providers who knowingly charge OHP Members for services that are covered or intentionally balance bill an OMAP Member the difference between the service charge and Contractor's payment, in violation of DHS rules;

- (g) Any case of theft, embezzlement or misappropriation of Title XIX or Title XXI program money.
- 7. An incident with any of the referral characteristics listed above should be referred to the MFCU. Contractor may also refer cases of suspected fraud and abuse to the MFCU.
- 8. The MFCU phone number is (503) 229-5725, address 1515 SW 5th Avenue, Suite 410, Portland, Oregon 97201, and fax (503) 229-5120.
- 9. Incidents of verified or suspected fraud or abuse by an OHP Member should be reported to DHS Fraud Unit, P.O. Box 14060, Salem, Oregon 97309-5027, phone number (503) 378-6826, facsimile number (503) 373-1525.
- 10. Contractor shall promptly report all fraud and abuse as required under this section to the MFCU. Contractor shall also notify OMHAS of referrals to MFCU of complaints of fraud and abuse that warrant investigation. This notification shall include the following information:
- 11. Contractor shall promptly report all fraud and abuse as required under this section to the MFCU. Contractor shall also notify OMHAS of referrals to MFCU of complaints of fraud and abuse that warrant investigation. This notification shall include the following information:
 - (a) Provider's name and address;
 - (b) Source of complaint;
 - (c) Nature of complaint;
 - (d) The approximate range of dollars involved; and
 - (e) The disposition of the complaint when known.
- 12. Contractor shall cooperate with the MFCU and the DHS Fraud Unit and allow them to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities as required to investigate an incident of fraud or abuse.
- 13. In the event that Contractor reports suspected fraud, or learns of an MFCU or DHS Fraud Unit investigation, Contractor shall not notify or otherwise advise its subcontractors of the investigation so as not to compromise the investigation.

EXHIBIT K DEFINITIONS

In addition to any terms that may be defined elsewhere in this Agreement and with the following exceptions and additions, the terms in this Agreement have the same meaning as those terms appearing in Oregon Administrative Rules (OARs) 309-012-0140, 309-032-0535, 309-033-0210, 410-120-0000, and 410-141-0000. The order of preference for interpreting conflicting definitions is this Agreement, Oregon Health Plan Rules of DHS, General Rules of DHS, and Mental Health Rules of DHS.

Abuse: Any death caused by other than accidental or natural means; any physical injury caused by other than accidental means or that appears to be at variance with the explanation given of the injury; willful infliction of physical pain or injury; and sexual harassment or exploitation, including but not limited to, any sexual contact between an employee of a facility or community program and an OHP Member. In residential programs, Abuse includes other intentional acts or absence of action that interfere with the mental, emotional or physical health of the resident.

Action:

1. The denial or limited authorization of a requested Service, including the type or level of Service;
2. reduction, suspension, or termination of a previously authorized Service;
3. denial, in whole or in part, of payment for a Service;
4. failure to provide Services in a timely manner;
5. failure to act on Grievances and Appeals within specified timeframes; or
6. denial of a request to obtain Services outside the Provider Panel, as follows:
 - a. denial of a request to obtain Services from any other provider (in terms of training, experience, and specialization) not available within the Provider Panel;
 - b. denial of a request to obtain Services from a non-Participating Provider who is the main source of a Service to the OHP Member, provided that the provider is given the same opportunity to become a Participating Provider (and further provided that if the provider chooses not to join the Provider Panel or does not meet the qualification, the OHP Member is given a choice of Participating Providers and is transitioned to a Participating Provider within 60 days);
 - c. denial of a request to obtain Services when Contractor or Provider does not provide the Service because of moral or religious objection;
 - d. denial of a request for a Service when the OHP Member's Provider determines that the OHP Member needs related Services that would subject the OHP Member to unnecessary risk if received separately and not all related Services are available within the Provider Panel; or

- e. denial of a request for a Service when OMHAS determines that other circumstances warrant out-of-network treatment.

Acute Care: Intensive, psychiatric services provided on a short-term basis to a person experiencing significant symptoms of a mental disorder that interfere with the person's ability to perform activities of daily living.

Acute Inpatient Hospital Psychiatric Care: Acute Care provided in a psychiatric hospital with 24-hour medical supervision.

Adult and Family Services now referred to as Children, Adults and Family Services: Program with primary responsibility to assist poor families in meeting their basic needs and to help them become more self sufficient. To achieve these outcomes, Program provides income maintenance payments to poor families; contracts with providers for employment training and placement of eligible clients; provides payments for supportive services, such as day care and transportation; and provides eligibility determination for the OHP Medicaid Demonstration Project and State Children's Health Insurance Program.

Allied Agencies: See definition for Local and/or Regional Allied Agencies.

Alternative Site: A place where Services are provided other than the service provider's office, clinic or other regular place of business. Alternative Sites are used to assure more accessible and effective delivery of the service and include, but are not limited to, a school, community center, foster home, Nursing Home, physician's office, home or other natural setting.

Americans with Disabilities Act (ADA): Federal law promoting the civil rights of persons with disabilities, including mental illness. The purpose of the law is "to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities and to provide clear, strong, consistent, enforceable standards addressing discrimination against individuals with disabilities." The ADA requires that accommodations be made in employment, service delivery and accessibility of facilities and/or services.

Appeal: A request for review of an action, i.e., the reduction, suspension, or termination of a service, the denial or limited authorization of a requested service, or the denial, in whole or in part, of a payment for a service.

Appropriate: The extent to which a particular procedure, treatment, test, or Service is documented to be effective, clearly indicated, not excessive, adequate in quantity, and provided in the setting best suited to the needs of the OHP Member.

Assessment: The determination of a person's need for Covered Services. It involves the collection and evaluation of data pertinent to the person's mental history and current problem(s) obtained through interview, observation, and record review. The Assessment concludes with one of the following: (1) documentation of a DSM Diagnosis providing the clinical basis for a written Treatment Plan; or (2) a written statement that the person is not in need of Covered Services. Other disposition information such as to whom the person was referred is included in the Clinical Record.

Benchmark: The level of performance or standard against which attainment of specific objectives is measured.

Capacity: The ability to make Covered Services available in a given geographic area relative to the size, location and unique needs of the OHP Membership within it. Indicators of Capacity may be represented as ratios between the number of Participating Providers per 1,000 OHP Members for a given geographic area (county or zip code); as ratios between the number of Participating Providers per 1,000 OHP Members; as ratios between various types of Participating Providers (psychiatrists, case managers) per a set number of OHP Members with specific diagnoses, unique characteristics and/or special needs; as ratios between the number of Participating Providers per the total of OHP Members and other patients; as a function of travel time or distance between the OHP Member's residence and the Participating Provider; as a function of waiting time for regular appointments, urgent care, emergency care and specialty care; as a function of office waiting time; and as a function of 24-hour care. Measurement of Capacity must consider factors such as geographic or physical barriers (mountains or rivers) which preclude access, service utilization patterns (services being sought outside the immediate vicinity), language or cultural barriers, and needs of migrant or seasonal workers.

Capitation: A payment model which is based on prospective payment for services, irrespective of the actual amount of services provided, generally calculated on a per OHP Member per month basis.

Capitation Payment: The amount paid by DHS to Contractor on a per OHP Member per month basis in advance of and as payment for the OHP Member's actual receipt of Covered Services under this Agreement.

Case Management: Services provided to OHP Members who require assistance to ensure access to benefits and services from Local, Regional and/or State Allied Agencies or other service providers. Services provided may include: advocating for the OHP Member's treatment needs; providing assistance in obtaining entitlements based on mental or emotional Disability; referring OHP Members to needed services or supports; accessing housing or residential programs; coordinating services including educational or vocational activities; and establishing alternatives to inpatient hospital services.

Case Rate: A flat rate paid per person for a specific range of services. A Case Rate may be paid for each referral made to a provider or for each admission made to a hospital. The provider receiving the payment assumes the risk of providing all Covered Services for the full range of services for each OHP Member for whom the payment was made.

CCC Chair: A QMHP with experience in children's mental health treatment designated by the CMHP director in each county to coordinate LTPC screenings.

Centers for Medicare and Medicaid Services (CMS) formerly known as Health Care Financing Administration (HCFA): The federal agency responsible for approving the waiver request to operate the OHP Medicaid Demonstration Project.

Chemical Dependency Provider: A practitioner approved by DHS to provide publicly funded alcohol and drug abuse rehabilitative services.

Child Acuity of Psychiatric Illness (CAPI): An assessment tool used to measure the severity of a child's psychiatric symptoms, functioning and systems support. The tool was developed and published by John Lyons, Ph.D., Northwestern University Medical School.

Child and Adolescent Treatment Program (CATP): The program at Oregon State Hospital for children under age 18.

Children Global Assessment Scale (CGAS): A scale used to measure and condense different aspects of a child's biopsychosocial functioning into a single, clinically meaningful index of severity. The CGAS is an adaptation of the Diagnostic and Statistical Manual Global Assessment Scale for adults by the Department of Psychiatry, Columbia University, published in November 1982. The CGAS is recommended for use with children ages 4 through 16. The CGAS scores are numerically quantified on Axis Five of the DSM multi-axial Diagnosis.

Civil Commitment Process: The legal process of involuntarily placing a person, determined by the Circuit Court to be a mentally ill person as defined in ORS 426.005 (1) (d), in the custody of DHS has the sole authority to assign and place a committed person to a treatment facility. DHS has delegated this responsibility to the CMHP Director. Civil commitment does not automatically allow for the administration of Medication without informed client consent. Additional procedures described in administrative rule must be followed before Medication can be involuntarily administered.

Client Process Monitoring System (CPMS): DHS's client information system for community based services.

Clinical Reviewer: The entity jointly chosen to resolve disagreements related to an OHP Member's need for Long Term Psychiatric Care immediately following an Acute Inpatient Hospital Psychiatric Care stay.

Clinical Record: The individual client service record. For the purpose of confidentiality, it is considered the medical record defined in ORS Chapter 179.

Clinical Services Coordination: Coordinating the access to, and provision of, services from multiple agencies according to the Treatment Plan; establishing crisis service linkages; advocating for the person's treatment needs; and providing assistance to obtaining entitlements based on mental or emotional Disability.

Community Coordinating Committee: A committee composed of representatives from the local Community Mental Health Program, DHS Children, Adults and Families Services, Juvenile Court, local education district, and Oregon State Hospital, Children and Adolescent Treatment Program (CATP). The committee performs the intake function to assure a child's need for Long Term Psychiatric Care.

Community Coordinating Committee (CCC) Care Path Plan: A written plan for discharge to a least restrictive appropriate setting with specific discharge criteria. Discharge criteria are linked to resolution of symptoms and behaviors that justified admission to LTPC. The CCC Care Path Plan provides an opportunity for those parties most familiar with the treatment needs of the child to develop a care path plan.

Community Emergency Service Agencies: These include, but are not limited to, hospital emergency rooms, crisis centers, protective services of DHS Seniors and People with Disabilities Program and Children Adults and Families Services, OYA, local juvenile justice, police, homeless shelters, CMHPs, and civil commitment investigators.

Community Mental Health Program (CMHP): The organization of all services for persons with mental or emotional disorders and developmental disabilities operated by, or contractually affiliated with, a LMHA, operated in a specific geographic area of the state under an intergovernmental agreement or direct contract with DHS.

Community Services Section (CSS): The organizational section within OMHAS responsible for integrating mental health services into the OHP Medicaid Demonstration Project and State Children's Health Program.

Community Standard: Expectations for access to the health care delivery system in the OHP Member's community of residence. Except where the Community Standard is less than sufficient to ensure quality of care, DHS requires that the health care delivery system available to Contractor's OHP Members take into consideration the Community Standard and be adequate to meet the needs of OHP Members.

Condition/Treatment Pair: Conditions described in the International Classification of Diseases Clinical Modifications, 9th edition (ICD-9 CM) and treatments described in the current version of the American Medical Association's Physicians' Current Procedural

Terminology (CPT), HCPC, and and BA/ECC Codes established by DHS which, when paired by the HSC, constitute the line items in the Prioritized List of Health Services. Condition/Treatment Pairs may contain many diagnoses and treatments. The pairs are listed in OAR 410-141-0520, Prioritized List of Health Services.

Consultation: Professional advice or explanation given concerning a specific OHP Member to others involved in the treatment process, including Family members, staff members of other human services agencies (such as DHS Senior and People with Disabilities Programs, DHS Children, Adults and Families Services, schools, , OYA, juvenile justice) and care providers (such as Nursing Homes, foster homes, or residential care facility staff).

Consumer: An OHP Member with a mental or emotional disorder who receives Covered Services. This term is also used in reference to any person receiving services through a Community Mental Health Program which are not Covered Services.

Continuity of Care: The ability to sustain services necessary for a person's treatment. Continuity of Care is a concern when an OHP Member is transferred from one service provider to another.

Contractor Representative: The individual within Contractor organization responsible for handling Complaint and Hearing issues. The role of this person is described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Grievances, Appeals, and Hearings Process.

Covered Services: Services included in the Capitation Payment paid to Contractor under this Agreement with respect to an OHP Member under this Agreement whenever services are Medically Appropriate for the OHP Member. Services included in the Capitation Payment are described in the State of Oregon, Oregon Health Plan Service Categories for Per Capita Costs, October 2002 through September 2003. The Capitation Payment is based on the number of condition/treatment pair lines of the List of Prioritized Health Services funded by the Legislature and adopted in OAR 410-141-0520. The Covered Services described in this agreement shall be substituted with and/or expanded to include Flexible Services and Flexible Service Approaches identified and agreed to by Contractor, the OHP Member and, as appropriate, the family of the OHP Member as being an efficacious alternative. Covered Services are limited in accordance with OAR 410-141-0500, Excluded Services and Limitations for Oregon Health Plan Clients.

Credentialing: The authorization process by which the Contractor ensures that professionals and other providers who will deliver services to OHP Members are licensed to practice, or otherwise qualified for their respective positions. Authorization is determined by comparison of practitioner qualifications with applicable requirements for education, licensure, professional standing, experience, service availability and accessibility, and conformance with Contractor Utilization and quality management requirements.

Culturally Competent: The Capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other differences of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural Paraprofessionals as intermediaries with professional staff.

Current Procedural Terminology (CPT): A listing of descriptive terms and identifying codes for reporting medical services and procedures performed by physicians. The purpose of the terminology is to provide a uniform language that accurately describes medical, surgical, and diagnostic services, and thereby provides an effective means for reliable nationwide communication among physicians, patients, and third parties.

Declaration for Mental Health Treatment: A written statement of a person's decisions concerning his or her mental health treatment. The declaration is made when the person is able to understand and make decisions related to such treatment. It is honored when the person is unable to make such decisions.

Department of Human Services (DHS): The Department is comprised of seven clusters and the Office of the Director. The OMHAS is a program office within the Health Services cluster.

Diagnosis or DSM Diagnosis: The principal mental disorder listed in the most recently published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), that is the Medically Appropriate reason for clinical care and the main focus of treatment for an OHP Member. The Principal Diagnosis is determined through the mental health Assessment and any examinations, tests, procedures, or Consultations suggested by the Assessment. Neither a DSM "V" code disorder, substance use disorder or mental retardation may be considered the Principal Diagnosis, although these conditions or disorders may co-occur with the diagnosable mental disorder.

Disabling Condition: A physical or mental impairment that substantially limits one or more major life activities (such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working) It includes a record of having such an impairment or being regarded as having such an impairment.

Disability: A physical or mental impairment that substantially limits one or more major life activities (such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working). It includes a record of having such an impairment or being regarded as having such an impairment.

Disenrollment: The act of discharging an OHP Member from a Contractor's responsibility. After the effective date of Disenrollment an OHP Client is no longer required to obtain Covered Services from the Contractor, nor be referred by the Contractor.

DSM Code: The numerical code, including modifiers, which identifies psychiatric disorders defined in the most recent American Psychiatric Association's Diagnostic and Statistical Manual.

Early Intervention: Provision of Covered Services directed at preventing or ameliorating a mental disorder or potential disorder during the earliest stages of onset or prior to onset for individuals at high risk of a mental disorder.

Emergency Psychiatric Hold: Pursuant to ORS Chapter 426, physical retention of a person taken into custody by a peace officer, health care facility, Oregon State Hospital, hospital or nonhospital facility as ordered by a physician or a CMHP director.

Emergency Response System: The coordinated method of triaging the mental health service needs of OHP Members and providing Covered Services when needed. The system operates 24-hours a day, 7-days a week and includes, but is not limited to, after hours on call staff, telephone and in person screening, Outreach, and networking with hospital emergency rooms and police.

Emergency Service: Inpatient or outpatient Covered Services by a Provider that is qualified to provide these Services and that are needed to evaluate or stabilize an Emergency Situation. See definition for Twenty-four (24) Hour Urgent and Emergency Services.

Emergency Situation: A mental health condition manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (1) serious jeopardy to the health of the OHP Member, (2) serious impairment of bodily function, or (3) serious dysfunction of any bodily organ or part.

Encounter: An outpatient contact or Acute Inpatient Hospital Psychiatric Care admission for Covered Services provided to an OHP Member.

Encounter Data System: An automated information system which is maintained by DHS and includes data submitted by Prepaid Health Plans for OHP Members receiving Covered Services. The data set resembles a "claims" data set in order to use existing or familiar data sets such as the HCFA-1500, UB-92, and OMAP 501-D. Encounter data is often referred to as "dummy claims," "pseudo claims," "shadow claims," or "encounter claims."

Encounter Minimum Data Set: Reporting of OHP Member contacts using the National Standard Format (also known as HCFA-1500) for outpatient services and the UB-92 format for Acute Inpatient Hospital Psychiatric Care services for OHP Member specific Covered Services.

Enhanced Care Services: Services, which are not Covered Services, defined in OAR 309-032-720 through 309-032-830 as provided to eligible persons who reside at facilities licensed by Senior and Disabled Services now referred to as Seniors and People with Disabilities Program.

Enrollee: Medicaid recipient who is currently enrolled in an MCO, PIHP or PCCM in a given managed care program.

Enrollment: The assignment of OHP Clients to Contractors per OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements. Once the OHP Client becomes an OHP Member, the person must receive all Covered Services from the Contractor or be referred by the Contractor to Mental Health Practitioners.

Evaluation: A psychiatric or psychological Assessment used to determine the need for mental health services. The Evaluation includes the collection and analysis of pertinent biopsychosocial information through interview, observation, and psychological and neuropsychological testing. The Evaluation concludes with a five axes Diagnosis of a DSM multiaxial Diagnosis, prognosis for rehabilitation, and treatment recommendations.

Extended Care Management: Overseeing the Utilization of extended care resources.

Extended Care Management Unit (ECMU): The unit within OMHAS responsible for providing the clinical Assessment, consultation, and placement of adults age 18 to 64 with severe and persistent mental illness who require long term structure, support, rehabilitation, and supervision within designated Extended Care Projects; the utilization review of those projects and the screening of all requests for admission to Long Term Psychiatric Care.

Extended Care Project: State-funded program designed to provide necessary services for adults in a least restrictive environment, utilizing a range of hospital, residential, and community resources. These programs include secure residential facilities, residential

psychiatric treatment, Post Acute Intermediate Treatment Services (PAITS) programs, Geropsychiatric Treatment Program at Oregon State Hospital, Oregon State Hospital, DHS Seniors and People with Disabilities Program enhanced care and PASSAGES Projects, "365" Plans, Psychiatric/Vocational Projects and enhanced foster care programs.

Extended Medication Adjustment: Regulation and adjustment of Medications lasting more than 21 to 28 days due to significant complications arising from severe side effects of Medications.

Family: Parent or parents, legal guardian, siblings, grandparents, spouse and other primary relations whether by blood, adoption, legal or social relationship.

Fee-For-Service (FFS): The payment for reimbursable services retrospectively based upon agreed rates and the amount of service provided.

Flexible Service: A service that is an alternative or addition to a Traditional Service that is as likely or more likely to effectively treat the mental disorder as documented in the OHP Member's Clinical Record. Flexible Services may include, but are not limited to: Respite Care, Partial Hospitalization, Subacute Psychiatric Care, Family Support Services, Parent Psychosocial Skills Development, Peer Counseling, and other non-Traditional Services identified.

Flexible Service Approach: The delivery of any Covered Service in a manner or place different from the traditional manner or place of service delivery. A Flexible Service Approach may include delivering Covered Services at Alternative Sites such as schools, residential facilities, nursing facilities, OHP Members' homes, emergency rooms, offices of DHS, other community settings; offering flexible clinic hours; offering Covered Services through Outreach or a Home-Based Approach; and using Peers, Paraprofessionals and persons who are Culturally Competent to engage difficult-to-reach OHP Members.

Fully Capitated Health Plans (FCHPs): Prepaid Health Plans that contract with DHS to provide physical health care services under the OHP Medicaid Demonstration Project and State Children's Health Insurance Program.

Geropsychiatric Treatment Service: Four units at Oregon State Hospital serving frail elderly persons with mental disorders, head trauma, advanced dementia, and/or concurrent medical conditions who cannot be served in community programs.

Good Cause: For purposes of this Agreement, Good Cause shall mean that there were circumstances beyond the control of the OHP Member which prevented a timely

Complaint filing, timely DHS Administrative Hearing request, or timely request for benefit continuation pending resolution of the Complaint or DHS Administrative Hearing issue.

Grievance: An oral or written communication, submitted by an OHP Member or an OHP Member Representative, which addresses issues with any aspect of the Contractor's or Provider's operations, activities, or behavior that pertains to the availability, delivery, or Quality of Care including utilization review decisions that are believed to be adverse by the OHP Member. The expression may be in whatever form or communication or language that is used by the OHP Member or the OHP Member Representative, but must state the reason for the dissatisfaction and the OHP Member's desired resolution.

Health Care Professional: Persons with current and appropriate licensure, certification, or accreditation in a medical, mental health or dental profession, which include but are not limited to: medical doctors (including psychiatrists), osteopathic physicians, psychologists, registered nurses, nurse practitioners, licensed practical nurses, certified medical assistants, physician assistants, QMHAs, QMHPs, dentists, dental hygienists, denturists, and certified dental assistants.

Health Services Commission (HSC): The governing body responsible for the OHP Medicaid Demonstration Project and State Children's Health Insurance Program Prioritized List of Health Services. The HSC determines the Condition/Treatment Pairs to be included on the Prioritized List of Health Services and determines the ranking of each pair.

Hearing Officer: An individual designated by DHS to conduct a hearing on DHS's behalf. The role of the Hearing Officer is described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Complaint and Hearings Process.

Home-Based Approach: Providing a service in the OHP Member's home or place of residence.

Incurred But Not Reported (IBNR) Expenses: Expenses for services authorized by an agency responsible for their payment, but for which no statement has yet been received by that agency. These are expenses for which the agency is liable and which the agency will need to expect to pay.

Insolvency: Unable to meet debts or discharge liabilities.

Intake: The process of gathering preliminary information about a potential Consumer to determine whether the person is eligible for services, the urgency of the situation or need for services, and the initial provisional Diagnosis. This information is used to schedule the first appointment, if applicable.

Intensive Psychiatric Rehabilitation: The application of concentrated and exhaustive treatment for the purpose of restoring a person to a former state of mental functioning.

International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9-CM): The numerical coding system that precisely delineates the clinical picture of each patient.

Interpreter Services: Language translation services to assist non-English speaking persons to receive information and communicate when such information and communication is otherwise available only in English. Interpreter Services also include sign language service to persons with hearing impairments.

Involuntary Psychiatric Care: Any psychiatric service, such as forced Medication, which is provided on a basis other than by informed client (or guardian) consent. Involuntary psychiatric services are provided only when authorized by ORS Chapter 426 and in accordance with administrative rules. Generally, a person must be determined to lack the capacity to give informed client consent before involuntary psychiatric services may be administered.

JCAHO: The Joint Commission on Accreditation of Healthcare Organizations.

JCAHO Psychiatric Residential Program: A program which provides non-emergency inpatient (residential) psychiatric services for children under age 21 in residential facilities which are licensed by DHS Children, Adults and Families Program and accredited by the JCAHO. These programs must meet Psychiatric Day Treatment standards regarding staffing credentials and staffing patterns, the integration of education and treatment, and Family focused, community-based Treatment.

Licensed Medical Practitioner (LMP): A person who is a physician, nurse practitioner and/or physician's assistant licensed to practice in the State of Oregon whose training, experience and competence demonstrates the ability to conduct a comprehensive mental health Assessment and provide Medication Management. The LMHA or Contractor must document that the person meets these minimum qualifications.

Local Mental Health Authority (LMHA): As defined in ORS 430.620, the county court or board of commissioners of one or more counties who choose to operate a CMHP; or, if the county declines to operate or contract for all or part of a CMHP, the board of directors

of a public or private corporation which contracts with DHS to operate a CMHP for that county.

Local and/or Regional Allied Agencies: These include, but are not limited to, LMHA, CMHPs, DHS Children, Adults and Families Services, Area Agencies on Aging, Commission on Children and Families, Department of Corrections, DHS Seniors and People with Disabilities Program, OYA, DHS Rehabilitation Services under the Community Services Program, housing authorities, local schools, special education, law enforcement agencies, adult criminal justice and juvenile justice, developmental disability services, Chemical Dependency Providers, residential providers, Oregon State Hospital, and Prepaid Health Plans.

Long-Term Psychiatric Care or Long Term Hospitalization: Inpatient psychiatric services delivered in an Oregon State operated Hospital after Usual and Customary care has been provided in an Acute Inpatient Hospital Psychiatric Care setting or JCAHO Residential Psychiatric Treatment Center for children under age 18 and the individual continues to require a hospital level of care.

Measurable Objective: A predetermined statement of a desired and quantifiable outcome.

Medicaid: A federal and state funded portion of the Medical Assistance Program established by Title XIX of the Social Security Act, as amended, and administered in Oregon by DHS. The program provides medical assistance to poor and indigent persons.

Medicaid Authorization Specialist (MAS): A QMHP designated at the county or regional level to determine the rehabilitative mental health needs of children in state custody referred for certain residential programs or OHP Members under age 18 requiring services which are not Covered Services.

Medical Assistance Program: A DHS program for payment of medical and remedial care provided to eligible Oregonians that is administered by identified programs, services, and operations within DHS. DHS has primary responsibility for coordinating the Medical Assistance Program.

Medical Transportation: A service provided to Medicaid-eligible persons pursuant to rules (OAR 410-136-0020 et. seq.) promulgated by DHS and published in its Medical Transportation Services Guide.

Medically Appropriate: Services and supplies which are required for Prevention (including preventing a relapse), Diagnosis or Treatment of mental disorders and which are Appropriate and consistent with the Diagnosis; consistent with treating the symptoms of a mental illness or treatment of a mental disorder; appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective; not solely for the convenience of the OHP Member or provider of the service or supply; and the most cost effective of the alternative levels of Covered Services or supplies which can be safely and effectively provided to the OHP Member in Contractor's judgement.

Medication: Any drug, chemical, compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally.

Medication Override Procedure: The administration of psychotropic Medications to a person in an Acute Inpatient Hospital Psychiatric Care setting when the person has refused to accept the administration of such Medications on a voluntary basis. Administration of such Medications is considered a significant procedure. Significant procedures can only be performed after the person has been committed and only when there is good cause. A Medication Override Procedure must meet the requirements of OAR 309-033-0640, Involuntary Administration of Significant Procedures to a Committed Person with Good Cause. These procedures are used as a way to administer treatment to an OHP Member who is incapable of providing informed consent and is in need of Treatment.

Mental Health Information System (MHIS): The information system of DHS that includes the CPMS for community based services and the Oregon Patient/Resident Care System for inpatient and acute services. It provides a statewide client registry and Contractor registry for tracking service Utilization and Contractor Capacity.

Mental Health Organization (MHO): A Prepaid Health Plan under contract with DHS to provide Covered Services under the OHP Medicaid Demonstration Project and State Children's Health Insurance Program. MHOs can be FCHPs, CMHPs or private MHOs or combinations thereof.

Mental Health Practitioner: Persons with current and appropriate licensure, certification, or accreditation in a mental health profession, which include but are not limited to: psychiatrists, psychologists, registered psychiatric nurses, QMHAs, and QMHPs.

Multi-Family Treatment Group: The planned Treatment of mental health needs identified in the mental health Assessment which occurs in a group setting of at least

three children (none of whom are siblings, step-siblings, or live in the same household) and their families. Groups are of limited duration and designed for children and families dealing with similar issues.

Notice of Action: A written document issued to the OHP Member when a Service, benefit, request for service authorization, or request for claim payment is denied. The Notice of Action includes the following elements: (a) a statement of the action, the effective date of such action, and the date the Notice of Action is mailed; (b) the reasons for the action and the specific regulations that support the action; (c) an explanation of the right to file a Complaint with Contractor and to request an administrative hearing with DHS, and the consequences of choices made; (d) a statement referring the OHP Member to an enclosed informational Notice of Complaint Process form; (e) a statement referring the OHP Member to an enclosed informational Notice of Hearing Rights form; and (f) the name and telephone number of a person to contact for additional information.

Notice of Intended Remedial Action: A written document issued to Contractor when OMHAS intends to take Remedial Action. The Notice of Intended Remedial Action includes the following elements: (a) a statement of the intended Remedial Action, the effective date of such intended Remedial Action, and the date the Notice of Intended Remedial Action is mailed; (b) the reasons for the intended Remedial Action; (c) an explanation of Contractor's right to request an administrative review as described in Subsection C of Section II, Interpretation and Administration of Agreement; (d) an explanation that the intended Remedial Action will be suspended when Contractor requests an administrative review before the effective date of the intended Remedial Action and such request also includes a request to suspend the intended Remedial Action until a decision is reached through the administrative review process; (e) an explanation that if the intended Remedial Action is suspended as described above in (d) and a decision is reached in favor of DHS, the intended Remedial Action may be imposed retroactively to effective date stated in the Notice of Intended Remedial Action; and (f) in cases where the Remedial Action includes withholding of Capitation Payments because Contractor has failed to provide Covered Services and/or DHS has incurred costs in providing Covered Services, a list of OHP Members for whom Capitation Payments will be withheld, the nature of the Covered Services denied by Contractor, and costs incurred by DHS in providing Covered Services in accordance with this Agreement.

Nursing Home or Nursing Facility: An establishment with permanent facilities for the comprehensive care of persons who require assistance with activities of daily living and 24-hour nursing care. Nursing services exclude surgical procedures and include complex

nursing tasks that cannot be delegated to an unlicensed person. A nursing facility is licensed and operated pursuant to Oregon Revised Statute 441.020(2).

Office of Medical Assistance Programs: The DHS program responsible for coordinating the Medical Assistance Program for the State of Oregon.

Office of Mental Health and Addiction Services (OMHAS): The program office of DHS responsible for the administration of mental health services and policy and programs for chemical dependency prevention, intervention, and treatment services for the State of Oregon.

OHP Member: As used in this Agreement, an individual found eligible by a program of DHS to receive health care services under the OHP Medicaid Demonstration Project or State Children's Health Insurance Program and who is enrolled with Contractor under this Agreement.

OHP Member Representative: A person who can make Oregon Health Plan related decisions for OHP Members who are not able to make such decisions themselves. An OHP Member Representative may be, in the following order of priority, a person who is designated as the OHP Member's health care representative, a court-appointed guardian, a spouse, or other family member as designated by the OHP Member, the Individual Service Plan Team (for OHP Members with developmental disabilities), a DHS case manager or other DHS designee. For OHP Members in the care or custody of DHS's Children, Adults and Families Services or Oregon Youth Authority (OYA), the OHP Member Representative is DHS or OYA. For OHP Members placed by DHS through a Voluntary Child Placement Agreement (SCF form 499), the OHP Member shall be represented by his or her parent or legal guardian.

OMHAS Representative: The individual within the Office of Mental Health Services designated to handle DHS Administrative Hearings requested by OHP Members. The role of OMHAS Representative is described in Exhibit G, Oregon Health Plan Mental Health Services Client Notices, Grievances, Appeals, and Hearings Process.

Oregon Health Plan (OHP): Oregon's health care reform effort consisting of a Medicaid Demonstration Project, State Children's Health Insurance Program, an individual insurance program for persons excluded from health insurance coverage due to pre-existing health conditions, and a group insurance program for small businesses. One objective of this reform effort includes universal coverage for Oregonians. In the context of this Agreement, Oregon Health Plan refers to the OHP Medicaid Demonstration Project and State Children's Health Insurance Program.

Oregon Health Plan (OHP) Client: An individual found eligible by a program of DHS to receive health care services under the OHP Medicaid Demonstration Project or State Children's Health Insurance Program.

Oregon Health Plan (OHP) Medicaid Demonstration Project: The project which expands Medicaid eligibility to Oregon residents with three components, OHP Plus, OHP Standard, and Family Health Insurance Assistance Program. The OHP Medicaid Demonstration Project relies substantially upon prioritization of health services and managed care to achieve the public policy objectives of access, cost containment, efficacy, and cost effectiveness in the allocation of health resources.

Oregon Health Plan Plus Benefit Package: A benefit package with a comprehensive range of Services, as described in OAR 410-120-1200, Medical Assistance Benefits, available to OHP Members who are over the age of 65, the disabled, the TANF population, General Assistance recipients, and pregnant women and children (under the age of 19) up to 185 percent of Federal Poverty Level (FPL).

Oregon Health Plan Standard Benefit Package: A benefit package that provides basic health care Services as described in OAR 410-141-0500 and OAR 410-120-1200, Medical Assistance Benefits, for adults who are not otherwise eligible for Medicaid (Parents, Adults/Couples)

Oregon Patient/Resident Care System (OP/RCS): DHS data system for persons receiving services in the Oregon State Hospitals and selected community hospitals providing Acute Inpatient Hospital Psychiatric services under contract with DHS.

Oregon State Hospital (OSH): The state-operated psychiatric hospital with campuses in Salem and Portland, and the state-operated psychiatric hospital in Pendleton.

Oregon Youth Authority (OYA): The Department created by the 1995 Legislative Assembly that has responsibility for care and housing of child and adolescent offenders adjudicated and sentenced by juvenile justice to the juvenile correction system.

Other Inpatient Services: Services which are equivalent to Acute Inpatient Hospital Psychiatric Care but which are provided in a nonhospital setting.

Outpatient Hospital Services: Covered services received in an outpatient hospital setting where the OHP member has not been admitted to the facility as an inpatient, as defined in the DHS Hospital Services Guide.

Outreach: Services provided away from the service provider's office, clinic or other place of business in an effort to identify or serve OHP Members who might not otherwise obtain, keep or benefit from usual appointments. Such services include, but are not limited to, community-based visits with an OHP Member in an attempt to engage him or her in Medically Appropriate treatment, and providing Medically Appropriate treatment in a setting more natural or comfortable for the OHP Member.

Paraprofessional: A worker who does not meet the definition of QMHA or QMHP but who assists such associates and professionals.

Parent Psychosocial Skills Development: Theoretically based interventions that focus on developing and strengthening a parent's competencies in areas of functioning such as skills in managing stress and reducing anger.

Participating Provider: An individual, facility, corporate entity, or other organization which provides Covered Services under an agreement with Contractor and agrees to bill in accordance with such agreement. For Contractors who utilize a staff model and/or provide Covered Services directly, a Participating Provider may also include employees of Contractor.

PASSAGES Projects: One type of Extended Care Project which consists of community-based services for adults with severe and persistent mental illness who have been hospitalized for over six months in an Oregon State Hospital or who have had difficulty maintaining stability in other structured community settings. Placements in these projects are approved by the OMHAS ECMU.

Peer: A person who has equal standing with another as in gender, socio-economic status, age or mental disorder.

Peer Counseling: A mental health service or support provided by trained persons with characteristics similar to the Consumer such as persons in recovery from a major mental illness or persons representing a generational cohort or persons with the same cultural background.

Personal Care in Adult Foster Homes (MED): Medicaid-covered activities of daily living and support services provided in a licensed Family home or other home for five or fewer persons who are unable to live by themselves without supervision according to standards and procedures defined in OAR 309-040-0000 through 309-040-0100.

Post-Stabilization: Covered Services related to an Emergency Situation that are provided after an enrollee is stabilized in order to maintain the stabilized condition, or to improve or resolve the enrollee's condition.

Potential Enrollee: An OHP client who is subject to mandatory enrollment or may voluntarily elect to enroll in a managed care program, but is not yet enrolled with a specific Prepaid Health Plan.

Preadmission Screening and Resident Review (PASRR): Screening and Evaluation services for residents of licensed nursing facilities to determine their need for inpatient psychiatric hospitalization according to federal standards and procedures defined in OAR 309-048-0050 through 309-048-0130.

Prepaid Health Plan (PHP): A managed care organization that contracts with DHS on a case managed, prepaid, capitated basis under the OHP Medicaid Demonstration Project and State Children's Health Insurance Program. PHPs may be Dental Care Organizations (DCO), FCHP, Chemical Dependency Organizations (CDO), or MHO.

Prevention: Services provided to stop, lessen or ameliorate the occurrence of mental disorders.

Primary Care Practitioner (PCP): A general practice physician, Family physician, general internist, pediatrician, or gynecologist who is responsible for providing and coordinating the OHP Member's health care services. This person authorizes referrals to specialists and payment is contingent upon these authorizations.

Principal Diagnosis: The reason that is chiefly responsible for the visit. See DSM, Use of the Manual, page 3.

Prioritized List of Health Services: The listing of condition and treatment pairs developed by the HSC for the purpose of implementing the OHP Medicaid Demonstration Project. See OAR 410-141-0520, Prioritized List of Health Services, for the listing of Condition/Treatment pairs.

Provide: To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OHP Member.

Provider: An organization, agency or individual licensed, certified and/or authorized by law to render professional health services to OHP Members.

Provider Panel: Those Participating Providers affiliated with the Contractor who are authorized to provide services to OHP Members.

Psychiatric Day Treatment: Community-based day or residential treatment services for children in a psychiatric treatment setting which conforms to established state-approved standards.

Psychiatric Rehabilitation: The application of treatment for the purpose of restoring a person to a former or desired state of overall functioning. See definition of Intensive Psychiatric Rehabilitation.

Psychiatric Security Review Board (PSRB): The Board authorized under ORS Chapter 161 which has jurisdiction over persons who are charged with a crime and found guilty except for insanity.

Psychiatric Vocational Project: One type of Extended Care Project which includes two community-based projects jointly funded by DHS Rehabilitation Services under the Community Services Program and OMHAS. These two projects, Bridges in Washington County and Laurel Hill in Eugene, provide Intensive Psychiatric Rehabilitation Services with a vocational emphasis. Placement in these projects is approved by the OMHAS ECMU.

Psychoeducational Program: Training conducted for the purpose of creating an awareness of mental disorders and Treatment.

Qualified Mental Health Associate (QMHA): A person delivering services under the direct supervision of a QMHP and meeting the following minimum qualifications as documented by Contractor: a bachelor's degree in a behavioral sciences field; or a combination of at least three years' relevant work, education, training or experience; and has the competencies necessary to communicate effectively; understand mental health Assessment, treatment and service terminology and to apply the concepts; and provide psychosocial Skills Development and to implement interventions prescribed on a Treatment Plan within their scope of practice.

Qualified Mental Health Professional (QMHP): A LMP or any other person meeting the following minimum qualifications as documented by Contractor: graduate degree in psychology; bachelor's degree in nursing and licensed by the State of Oregon; graduate degree in social work; graduate degree in behavioral science field; graduate degree in recreational, art, or music therapy; or bachelor's degree in occupational therapy and licensed by the State of Oregon; and whose education and experience demonstrates the competencies to identify precipitating events; gather histories of mental and physical disabilities, alcohol and drug use, past mental health services and criminal justice contacts; assess Family, social and work relationships; conduct a mental status examination; document a multi-axial DSM Diagnosis; write and supervise a Treatment Plan; conduct a Comprehensive Mental Health Assessment; and provide Individual Therapy, Family Therapy, and/or Group Therapy within the scope of their training.

Quality Assurance (QA): A process to promote and confirm consistency of performance and to reduce variance in performance. A Quality Assurance process serves to demonstrate or document the degree of attainment of predetermined goals and Benchmarks.

Quality Assurance/Quality Improvement (QA/QI) Plan: A plan which describes the MHO's QA and QI process.

Quality Improvement (QI): A process to simultaneously promote consistency of performance and to promote meaningful change in Measurable Objectives. The process seeks to improve performance and to adjust Measurable Objectives and Benchmarks.

Quality of Care: The degree to which services produce desired health outcomes and satisfaction of Consumers, and are consistent with current best practices.

Reasonable Accommodation: Consistent with the ADA and Section 504 of the Rehabilitation Act of 1973, a modification to policies, practices, or procedures when the modification is necessary to avoid discrimination on the basis of Disability unless the service provider can demonstrate that making the modification would fundamentally alter the nature of the service, program or activity. Reasonable Accommodations may include, but are not limited to, activities such as the following: (1) reading, or providing a tape of, material otherwise provided in written format to a person with a visual impairment; (2) providing a service in a more accessible location for a person with a mobility and other impairment; (3) providing assistance to a person with a Disability in completing applications and other paperwork necessary to receipt of services; and (4) modifying a waiting area layout to accommodate a person in a wheelchair.

Recoup: To deduct or withhold (part of something due) for an equitable reason. Recoupment occurs as a deduction on the next month's Capitation Payment and is reflected on the Remittance Advice. Types of actions that can trigger a recoupment include mid-month OHP Member out of service Area moves, change of Prepaid Health Plans, and retroactive Disenrollment actions.

Rehabilitative Services: Rehabilitative Services are any Medically Appropriate remedial services for the maximum reduction of a mental disability and attainment by the covered individual of his/her best possible functional level.

Reinsurance: To insure by contracting to transfer in whole or in part a risk or contingent liability already covered under an existing contract.

Remedial Action: An action taken by OMHAS when, in its sole judgement, it determines that Contractor is out of compliance with this Agreement. A Remedial Action

includes one or more of the following actions: suspension of Enrollment of new OHP Members, reduction of the number of OHP Members, or withholding of a portion of Capitation Payments. A Remedial Action continues until such time as OMHAS determines that Contractor is in compliance with this Agreement and OMHAS has recovered all costs incurred in the provision of Covered Services required by this Agreement.

Request for Proposals (RFP): The process used by DHS to solicit offers to deliver managed mental health services under the OHP Medicaid Demonstration Project.

Residential/Medical Youth Care Residential Center: A facility providing Treatment under a physician approved plan to children and adolescents (ages 3 through 20) with a mental or emotional disorder as identified in a mental health Assessment. These children and adolescents are placed by OYA or DHS Children, Adults and Families Services in cooperation with the county mental health authority. Adolescents receiving this service have a DSM, Axis I Diagnosis and reside in a DHS licensed youth care center. This service includes an Appropriate mix and intensity of individual and group therapies and Skills Development to reduce or eliminate the symptoms of the disorder and restore the individual's ability to function, to the best possible level, in home, school and community settings.

Residential Service: The organization of services in a home or facility including room, board, care and other services provided to adults assessed to be in need of such services. Residential Services include, but are not limited to, Residential Care Facilities, Residential Treatment Facilities, Residential Treatment Homes, Crisis Respite Services and Secure Residential Treatment Facilities. Residential Services do not include Supported Housing programs.

Residential Treatment Facility: A facility that is operated to provide supervision, care and treatment on a 24-hour basis for six or more residents consistent with ORS 443.400 through ORS 443.455.

Residential Treatment Home: A home that is operated to provide supervision, care and treatment on a 24-hour basis for five or fewer residents consistent with ORS 443.400 through ORS 443.455.

Restricted Reserve Fund: A fund that is separate from ongoing operation accounts and is limited for use to prevent Insolvency. This fund is set up to meet unexpected cash needs and to cover debts when an organization discontinues its role as a Contractor. This fund **may not** be used to meet expected ongoing obligations such as withholds, incentive payments and the like.

Service: The care, treatment, service coordination or other assistance provided to an OHP Member.

Service Area: The geographic area in which Contractor is responsible for delivering Covered Services under this Agreement.

Services Coordination: Services provided to OHP Members who require access to and/or receive services from one or more Local and/or Regional Allied Agencies or program components according to the Treatment Plan. Services provided may include establishing precommitment service linkages; advocating for treatment needs; and providing assistance in obtaining entitlements based on mental or emotional Disability.

Setting: The locations at which Covered Services are provided. Settings include such locations as mental health offices, an individual's home or school or other identified locations.

Skills Training: A program of rehabilitation as prescribed in the Treatment Plan which is designed to improve social functioning in areas important to maintaining or re-establishing residency in community, such as money management, nutrition, food preparation, community awareness, and community mobility. Skills Training can be provided on an individual basis or in a group setting.

Special Health Care Needs: Individuals who either 1) have functional disabilities, or 2) live with health or social conditions that place them at risk of developing functional disabilities (for example, serious chronic illnesses, or certain environmental risk factors such as homelessness or family problems that lead to the need for placement in foster care.

Specialized Medication Adjustment: Medication adjustments that because of the complexity or danger, require a level of expertise beyond that of the usual LMP for that setting or client.

Stakeholders: Persons, organizations and groups with an interest in how Covered Services are delivered under the MHO Agreement. Stakeholders may include, but are not limited to, OHP Members, Consumers, Families, Local and/or Regional Allied Agencies, child psychiatrists, child advocates, advocacy groups, and other groups.

State Children's Health Insurance Program (SCHIP): A federal and State funded portion of the Medical Assistance Program established by Title XXI of the Social Security Act, as amended, administered in Oregon by the Department of Human Services.

State Hospital: State-operated psychiatric hospitals including Oregon State Hospital in Salem and Portland, and Eastern Oregon Psychiatric Center in Pendleton.

Children, Adults and Families Services formerly referred to as Services to Children and Families: The DHS program serving as Oregon's child welfare agency. Child protective services staff assess reports of child Abuse and neglect, work with families to try to keep children in the home, and place children in foster care or residential treatment if their need for safety and other services requires substitute care. The adoption program serves children who have been released by the courts for permanent placement.

Stop Loss Coverage: Insurance to provide excess loss coverage protection for catastrophic claims to an agency or provider.

Stop Loss Protection: Provider excess loss coverage for catastrophic claims.

Subacute Psychiatric Care: Care characterized by the commitment of treatment resources toward the resolution or amelioration of a significant, but not serious, mental health problem over a relatively short period of time.

Subcontractor: An individual, facility, corporate entity, or other organization which provides Covered Services under an agreement with Contractor and agrees to bill in accordance with such agreement.

Supported Housing: Provision of mental health rehabilitation services in the home or other community setting for the purpose of assisting a person to live independently. Such services typically include skill development in money management, nutrition, and community living; assistance with health issues and taking prescribed Medications; and provision of supportive counseling.

Tertiary Treatment: Complementary medical, psychological, or rehabilitative procedures designed to eliminate, relieve or minimize mental or emotional disorders.

Therapeutic Group Home: A home providing planned Treatment to a child in a small residential setting. Treatment includes theoretically based individual and group home Skills Development and Medication Management, Individual Therapy and Consultations as needed, to remediate significant impairments in the child's functioning that are the result of a principal mental or emotional disorder diagnosed on Axis I of the DSM multi-axial Diagnosis.

Third Party Resources: Those payments, benefits or resources available from certain categories of resources, including but not limited to the following: under a federal or state workers' compensation law or plan; for items or services furnished by reason of membership in a prepayment plan; for items or services provided or paid for directly or

indirectly by a health insurance plan; for items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as Veteran's Administration, Armed Forces Retirees and Dependent Act (CHAMPVA), Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS), and Medicare Parts A and B; to OHP Members who are eligible for services under another state's Title XIX, Title XXI, or state-funded Medical Assistance Program; through other community resources; or for tort or estate recoveries.

"365" Project: One type of Extended Care Program which is a community-based alternative to Oregon State Hospital services developed on an individualized basis for persons with state hospitalization episodes of one year or longer. These are extended care projects that provide intensive services and supports to enable approved adults to live in community rather than institutional settings. Persons must be approved for placement in these projects by the OMHAS ECMU.

Traditional Service: A Medically Appropriate mental health service defined in the State of Oregon, Oregon Health Plan Service Categories for Per Capita Costs, October 2001 through September 2002. Traditional Services are those services that have historically been used to treat mental disorders and include services for which Medicaid Fee-For-Service billing categories exist. For OHP Members under 21 years of age Traditional Services include the following: Interpreter Services; Assessment and Evaluation; Consultation; Clinical Services Coordination; Case Management; Medication Management; Individual Therapy, Family Therapy and Group Therapy; Multi-Family Treatment Group; Individual Skills Development and Group Skills Development; Intensive Treatment, Structure and Support; 24-hour Urgent and Emergency Response; and Acute Inpatient Hospital Psychiatric Care. For OHP Members 21 years of age and older Traditional Services include the following: Interpreter Services; Assessment and Evaluation; Consultation; Case Management; Medication Management; Individual Therapy, Family Therapy and Group Therapy; Daily Structure and Support; Individual and Group Skills Training; 24-hour Urgent and Emergency Response; Acute Inpatient Hospital Psychiatric Care; and Covered Services provided in a variety of residential settings.

Treatment: A planned, Medically Appropriate, individualized program of interactive medical, psychological, or rehabilitative procedures, experiences, and/or activities designed to rehabilitate, relieve or minimize mental or emotional disorders identified through a mental health Assessment.

Treatment Foster Care: A program of rehabilitation as prescribed in the Treatment Plan and provided in the child's foster home. Skill development activities are delivered on an individualized basis and are designed to promote skill development in areas identified in the Treatment Plan. The service requires the use of Treatment Foster Care in coordination with other mental health interventions to reduce symptoms associated with

the child's mental or emotional disorder and to provide a structured, therapeutic environment. The service is intended to reduce the need for future services, increase the child's potential to remain in the community, restore the child's best possible functional level, and to allow the child to be maintained in a least restrictive setting.

Treatment Parameters: The set of all variables that may affect the treatment of a client. Included in this set are providers, medical treatments, psychological treatments, and social interventions.

Treatment Plan: A written individualized comprehensive plan based on a completed mental health assessment documenting the OHP Member's treatment goals, Measurable Objectives, the array of services planned, and the criteria for goal achievement.

Twenty-four (24) Hour Urgent and Emergency Services: Services available 24 hours per day for persons experiencing an acute mental or emotional disturbance potentially endangering their health or safety or that of others, but not necessarily creating a sufficient cause for civil commitment as set forth in OAR 309-033-0200 through 309-033-0340.

Urgent Care: Care which is medically necessary within 48 hours to prevent a serious deterioration in an OHP Member's mental health.

Urgent Situation: A situation requiring attention within 48 hours to prevent a serious deterioration in an OHP Member's mental health.

Usual and Customary Charges: A required field in the encounter Minimum Data set which reflects the provider's charge per unit of service established in accordance with OAR 410-120-0000 or other applicable state and federal laws, rules and regulations, not in excess of the provider's usual and customary charge to the general public.

Usual and Customary Treatment: The application of treatment used to prevent the need for Long Term Psychiatric Care. Treatments include the following: (1) medical screens and Assessments used to rule out a medical condition or identify a medical condition that may be impacting a mental disorder; (2) Appropriate use of psychotropic Medications in therapeutic dosages and adjustments to such dosages to minimize side effects; (3) other cognitive and behavioral therapeutic interventions; and (4) review of options for discharge to nonhospital levels of care. For members who will be admitted to the Geropsychiatric Unit at Oregon State Hospital, Usual and Customary Treatment includes coordination of the stabilization of acute medical problems.

Utilization: The amount and/or pattern of Covered Services used by an OHP Member, measured, for example, in dollars, units of service, or staff time.

Utilization Guidelines: Guidelines for the amount of Covered Services expected to be used by an OHP Member with a specific mental disorder over time.

Utilization Management: The process used to regulate the provision of services in relation to the overall Capacity of the organization and the needs of Consumers.

Valid Claim: An invoice received by the Contractor for payment of Covered Services rendered to an OHP Member which can be processed without obtaining additional information from the provider of the service or from a third party; and has been received within the time limitations prescribed in Oregon Administrative Rule 410-141-0420; Billing and Payment under the Oregon Health Plan and is synonymous with the federal definition of a "clean claim" as defined in 42 CFR 447.45(b).

EXHIBIT L
Capitation Rates with Admin Fee
Effective October 1, 2004
Mental Health Organization Agreement

Multnomah County (Verity)

Region:	Tri-County
Rate Group Category:	
TANF Adults	\$25.78
PLM Adults	\$7.17
PLM, SCHIP or TANF Children Aged 0-1	\$0.70
PLM, SCHIP or TANF Children Aged 1- 5	\$4.60
PLM, SCHIP or TANF Children Aged 6- 18	\$18.29
AB/AD with Medicare	\$77.53
AB/AD without Medicare	\$126.35
OAA with Medicare	\$9.36
OAA without Medicare	\$8.67
CAF Children	\$134.64
OHP Families	\$13.01
OHP Adults and Couples	\$32.65

Printed on: August 19, 2004

Notes:

1. The Tri-County area is Clackamas, Multnomah, and Washington counties.

Calculation of Capitation Payments

DHS has developed actuarially set Adjusted Per Capita Costs (Capitation Rates) to reimburse plans for providing the covered services. A full description of the methodology used to calculate per capita costs may be found in the PricewaterhouseCoopers (PwC) document Analysis of Federal Fiscal Years 2004-2005 Average Costs, dated November 11, 2002, which is by this reference incorporated herein. A full description of the methodology used to calculate Capitation Rates for the Plus Benefit Package and Standard Benefit Package may be found in the PwC document Oregon Health Plan Medicaid Demonstration Capitation Rate Development, Federal Fiscal Year 2005, dated September 2004, which is by this reference incorporated herein.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 08/17/04

Requested Date: August 26, 2004

Time Requested: 15 minutes

Department: Non Departmental

Division: Auditor

Contact/s: Judy Rosenberger

Phone: 503/988-3320

Ext.: 83220

I/O Address: 503/601

Presenters: Mary Ann Wersch

Agenda Title: 2004 Multnomah County Salary Review Commission Report

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?**
 2. **Please provide sufficient background information for the Board and the public to understand this issue.**
 3. **Explain the fiscal impact (current year and ongoing).**

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**

- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

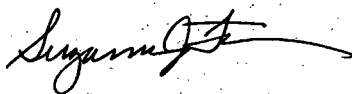
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director:



Date: August 18, 2004

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:



Salary Review Commission

501 SE Hawthorne, Room 601
Portland, Oregon 97204
Telephone (503) 988-3320

Date: May 25, 2004

To: Board of County Commissioners

From: 2004 Salary Review Commission

Rick Howell, Director of Organizational Development and HR,
Columbia Forest Products

David Rhys, Classification/Compensation Manager, City of Portland

Chair: Mary Ann Wersch, Director of Human Resources, Reed College
Eric Wilson, President, HR Integrated Solutions

Re: 2004 Multnomah County Salary Review Commission Report

Under the authority of Section 4.30 of the Multnomah County Home Rule Charter as amended November 6, 1990, the 2002 Multnomah County Salary Review Commission (Commission) was appointed by the County Auditor and convened to consider and recommend salary levels for the positions of Multnomah County Commissioner (Commissioner) and Chair of the Board of County Commissioners (Chair).

Executive Summary

1. In 2002, the Board of County Commissioners approved Resolution No. 02-143 indexing the Commissioners' salaries to 75% of a circuit court judge's salary. The judge's salary is currently \$95,800; Commissioners' salaries should be \$71,850. The FY 2003-2004 salary for all four Commissioners is \$67,800 which is 70.8% of a circuit court judge's salary.
2. In 2002, the Board of County Commissioners approved Resolution No. 02-143 indexing the Chair's salary to 125% of a circuit court judge's salary, phased in over a 5 year period. In 2003-2004 the Chair's salary was to be 110% of the circuit court judge's salary which is \$105,380. The FY 2003-2004 salary for the Chair is \$90,789 which is 94.8% of a circuit court judge's salary.

3. The 2004 Commission recommends that a Commissioner's salary remain indexed to 75% of the circuit court judge's salary. The Commissioners' salaries should immediately increase to \$71,850. The salaries effective July 1, 2004 and July 1, 2005 should be either \$71,850 or should be 75% of a circuit court judge's salary, whichever is greater. The Commissioners' approved salaries should not, and do not at this time, exceed 80% of the Chair's approved salary.
4. The 2004 Commission recommends that the Chair's salary be 125% of the circuit court judge's salary and phased in as approved by the Board in 2002. The adjustment schedule is illustrated in the table below.

Fiscal year	Salary increase
2002/2003	105% of circuit court judge salary
2003/2004	110% of circuit court judge salary
2004/2005	115% of circuit court judge salary
2005/2006	120% of circuit court judge salary
2006/2007	125% of circuit court judge salary

5. The Chair's salary should immediately increase to \$105,380 and effective July 1, 2004 should be increased to \$110,170. The Chair's salary effective July 1, 2005 should be 120% of the circuit court judge's salary. However, in no case shall the Chair's salary exceed 110% of the maximum of the highest salary range for department director and at this time it does not.

Respectfully submitted this 25th day of May, 2004.

By the Multnomah County Salary Review Commission:
Rick Howell, David Rhys, Mary Ann Wersch, and Eric Wilson

SALARY REVIEW COMMISSION BACKGROUND

In November 1984 the Home Rule Charter was amended as follows:

"The auditor shall appoint a five-member salary commission, composed of qualified people with personnel experience by January 1, 1986, and by January 1 in each even year thereafter....(to make) salary adjustment recommendations, if any..."

The first Commission was appointed in 1986 and a new Commission has been appointed in each even year up to the current 2004 Commission.

In 1990, the voters approved a ballot measure submitted by the Multnomah County Charter Review Commission which allowed the Board to approve their own salary increases rather than salary increase recommendations being referred to the voters. The measure also specified they were not allowed to set salaries higher than the recommendation from the Commission.

In 1991 a County Counsel's opinion stated that the Commission may also make recommendations regarding the salaries of the Sheriff and District Attorney, if requested. To date, the Commission has not been asked to make a recommendation on either position.

SALARY HISTORY

From FY 1983-84 through FY 1990-91, the Multnomah County Chair and Commissioners did not receive an increase in salary. From FY 1991-92 through FY 1995-96, cost of living increases were added to Chair and Commissioners' salaries, but their salaries remained far below comparable jurisdictions and the relative worth of the jobs.

The 1996 Commission recommended that a Commissioner's salary be indexed to 75% of a district court judge's salary. The Commission further recommended that the Chair's salary be indexed to the mid-point of the salary range for the Chair's direct reports, Multnomah County department directors.

The 1996 Board of County Commissioners approved the recommendation with the following conditions:

- a) The Board would implement the Commission's recommended three-year phase-in option for Commissioners' salaries and by 1998-99 Commissioners' salaries would be equivalent to 75% of a circuit court judge's salary (there are no longer district court judges, only circuit court judges).
- b) The Board would implement a five-year phase-in for the Chair and in 1998-99 the Chair's salary would be increased by one third of the difference between the Chair's salary and the department director's salary range midpoint.

The 1998 Commission reaffirmed this methodology for indexing of salaries and further recommended that an appropriate ratio between the Commissioners' salaries and the Chair's salary be no more than 80%. Should the ratio be more than 80%, the Commissioners' salaries would be reduced to the 80% ratio.

The 1998 Board of County Commissioners did not act on the recommendation, but did in fact increase the Chair's and the Commissioners' salaries in accordance with the phased-in approach approved by the 1996 Board.

The Board of County Commissioners approved the 2000 Commission recommendation that the Commissioners' salary remain \$63,975 or 75% of a circuit court judge's salary, whichever was greater, effective July 1, 2000 and again on July 1, 2001.

The Board of County Commissioners approved the 2000 Commission recommendation that the Chair's salary be increased to the midpoint of the Multnomah County Department Directors' salary range effective July 1, 2000 and in 2001 remain at this level or increase to the mid-point of the department directors' salary range, whichever was greater.

The 2002 Commission recommended no change to the methodology for Commissioners' salaries. However, in discussions with County HR staff, the Commission determined that County department directors' salaries were below market. The Chair's salary had been indexed to department directors' salaries, but if they were below market, indexing the Chair to those salaries would not be appropriate. Consequently, the Commission recommended indexing the Chair's salary to 125% of a circuit court judge's salary and suggested the Board may want to consider a phased in approach. The Board approved the recommendation in November, 2002.

Even though the methodology was approved, neither the Chair's salary nor the salaries of any of the Commissioners has increased since FY 2000-2001.

METHODOLOGY AND FINDINGS

The 2004 Commission collected and reviewed current data from a number of sources. The data is summarized below:

1. Information collected by prior Commissions:

In reviewing the minutes and reports of prior Commissions, it is evident that comparability among county and other jurisdictions is difficult to measure and compare. However, the 1994 Commission determined that the following nine counties shared some measure of comparability with Multnomah:

Clackamas OR, Clark WA, Fresno CA, Lane OR, Marion OR, Pierce WA, Snohomish WA, Thurston WA, and Washington, OR.

These remain appropriate comparators although it should be pointed out that all but one of the counties has a smaller operating budget than Multnomah County.

2. Survey information from the County HR Office:

The County Human Resource Office identified 4 additional counties used by their compensation professionals for comparability. They are:

Denver CO, Hennepin MN, King WA, and Maricopa AZ

Each of these counties has a larger budget than Multnomah County, but again that is balanced by the number of counties in our comparator group that have significantly smaller budgets.

3. Current salary data from the counties defined above:

The 2004 Commission surveyed these comparable counties for current salary data and the process they use to set salaries for commissioners and the county executive, if they have one. In addition, a comparison of cost of living factors among the geographical areas compared with Multnomah County showed that they are all relatively comparable.

Twelve counties have full time commissioners; the average salary for a commissioner is \$78,892, adjusted for geographic differences the average salary is \$80,609. The average salary is 12% greater than a Multnomah County Commissioner's approved salary and is 19% greater than their current actual salary.

Exhibit A: Commissioner salaries of other counties

County	2004 Commissioner Salary	2004 Geographic Adjustment	2004 Adjusted Salary
Clackamas, OR	\$70,092	100.6%	\$69,707
Clark, WA	\$92,224	92.9%	\$99,249
Denver, CO	\$70,000	105.6%	\$66,288
Fresno, CA	\$83,870	101.1%	\$82,953
Hennepin, MN	\$86,808	98.1%	\$88,526
King, WA	\$106,985	111.2%	\$96,217
Lane, OR	\$70,000	95.0%	\$73,658
Maricopa, AZ	\$54,810	92.9%	\$58,999
Marion, OR	\$65,728	94.0%	\$69,955
Pierce, WA	\$74,536	92.9%	\$80,234
Snohomish, WA	\$86,714	94.6%	\$91,662
Thurston, WA	\$84,936	94.5%	\$89,859
Mean	\$78,892		\$80,609
Multnomah			\$71,850*

*Note: salary reflects approved but not actual salary.

Only five counties have an elected county executive; the average salary is \$113,578 adjusted for geographic differences the average salary is \$111,378. The average salary is about 6% greater than Chair's approved salary and 16% greater than her current actual salary.

Exhibit B: Counties with comparable executive salaries

County	2004 Chairperson Salary	2004 Geographic Adjustment*	2004 Adjusted Salary
Denver, CO	\$120,000	105.6%	\$113,632
King, WA	\$164,077	111.2%	\$147,563
Pierce, WA	\$124,228	92.9%	\$133,375
Snohomish, WA	\$95,385	94.6%	\$100,828
Washington, OR	\$64,200	104.4%	\$61,491
Mean	\$113,578		\$111,378
Multnomah			\$105,380*

*Note: salary reflects approved but not actual salary.

4. State legislators, regional councils, and local boards:

A review of these jurisdictions showed limited comparability. However, Metro uses the methodology for setting salaries that was the basis for the model used by the Commission in 1996. The current data from Metro is detailed in Exhibit C below.

Exhibit C: Comparison with Metro salaries

Metro position	Salary
Executive (salary of a judge)	\$95,800
Councilor (one-third of a judge salary)	\$31,933

5. City of Portland:

Although past Commissions have not used data from the City of Portland, the County's human resources office does use city data for comparison with both elected official salaries and management salaries. However, it should be noted that city commissioners have operational responsibility for a city bureau. The current data for City of Portland's mayor and commissioners is detailed in Exhibit D below.

Exhibit D: Comparison with City of Portland salaries

City of Portland position	Salary
Mayor	\$102,918
Commissioner	\$86,699

5. Comparability between the Chair and County department directors:

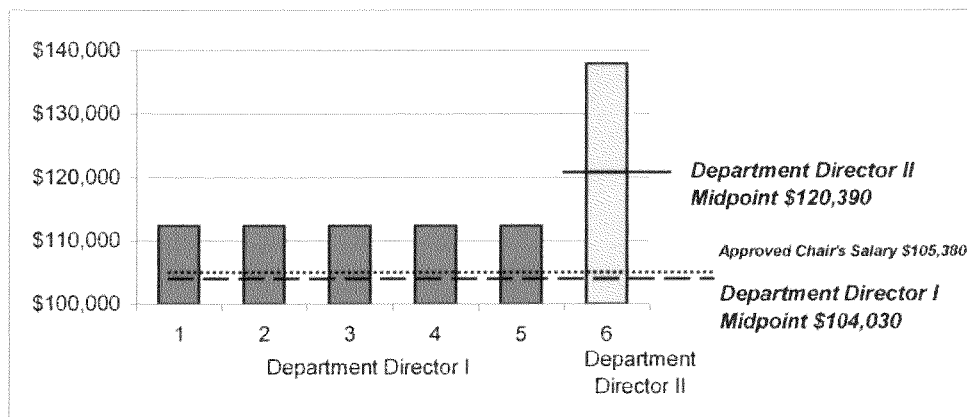
The Chair has County-wide operational and fiscal responsibilities, which the Commissioners do not, and six department directors report directly to the Chair. The FY 2003/2004 salary range midpoint for Department Director I is \$104,030. The FY 2003/2004 salary range midpoint for Department Director II is \$120,390. Currently, all of the direct report department directors have salaries above the midpoint of the range.

The County's human resources staff is responsible for the administration of the County's compensation program and pay practices. In an April, 2004 report to the Commission, the HR compensation professional provided a summary of the current management salary structure, as follows:

“Director salary ranges should still be valid...we might be slightly under market, but minimally.”

The Chair's salary compared with her direct reports shows the Chair paid less than each of her direct reports and less than the midpoint of either salary range. Exhibit D shows that comparison.

Exhibit D compares the approved salary of the Chair with the salary range midpoints of the Chair's direct reports.



6. Salary setting of other County elected officials:

The Multnomah County Home Rule Charter specifies that the county sheriff's salary shall be fixed by the Board in an amount that is not less than any member of the sheriff's office.

The County auditor's salary is indexed at 80% of a circuit court judge's salary.

7. CPI considerations:

CPI data is an integral part of the information base in the data presented above. It has influenced the market data from both outside sources such as other counties and from within the county in determining an appropriate salary range for department directors.

8. Compensation philosophy:

Typically an organization will consider three factors when designing compensation programs. These are the ability for an organization to attract, retain and motivate employees. However, this Commission believes that these factors are not the primary reason a person decides to run for elected office. Further, people who run for these elected positions are not recruited outside the metropolitan area, so salary comparability as a recruitment tool is simply not a factor. Even so, elected officials should be paid an equitable and fair wage for the work they do. Although it cannot be proved, this Commission also believes that an equitable and fair salary will attract high quality individuals to run for elected office.

RECOMMENDATIONS AND REASONS

This Commission believes that the indexing of both the Chair's and Commissioners' salaries is an appropriate long term methodology that could and should be adopted.

In considering the salary of the Commissioners, the Commission has determined that indexing to a circuit court judge's salary remains the appropriate methodology. The salary of the Commissioners is now indexed to 75% of a circuit court judge's salary. There are several reasons for this:

1. Other jurisdictions and officials use this index; City of Los Angeles, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, commissioners have no influence over their own salary increases.
3. The average of the commissioners' salaries in twelve other jurisdictions (\$80,609) supports paying Commissioners 75% of a circuit court judge's salary (\$71,850).

The Commissioners' approved salaries should not exceed 80% of the Chair's approved salary. If the difference in approved salaries is greater than 80%, the Commissioners' approved salaries should be reduced to 80% of the Chair's. The Chair clearly has responsibilities the Commissioners do not have and internal equity is an important issue. Maintaining an appropriate difference in their salaries is essential in effective compensation design.

The Commission is recommending that the Chair's salary be indexed at 125% of the circuit court judges' salary. However, in no case should the salary exceed 110% of the maximum of the highest salary range of department director. There are several reasons for this:

1. Other jurisdictions and officials use this index; City of Los Angeles, Metro, and the County auditor salaries are determined using this methodology.
2. Since the judge's salary is determined by the state legislature, the Chair will have no influence over his or her own salary increase.
3. The cap of 110% of the department directors' highest salary range maximum retains internal equity within the County system.

2004/2005 AND 2005/2006 SALARIES

The 2004 Salary Review Commission recommends that the Commissioners' salary remain indexed to 75% of a circuit court judge's salary effective July 1, 2004 and again on July 1, 2005. Because this was approved in past years by the Board but the Commissioners' current salaries do not reflect the increase, the Commission urges the Commissioners to immediately increase their salaries, as approved, to \$71,850 or to 75% of the judge's salary, whichever is greater.

The 2004 Salary Review Commission recommends that the Chair's salary remain indexed to a circuit court judge's salary effective July 1, 2004 and again on July 1, 2005 and increases phased in as approved by the Board in 2002. Because this was approved in past years by the Board but the Chair's salary does not reflect the increase, the Commission urges the Chair to immediately increase her salary, as approved, to \$105,380. Assuming no increase in the judge's salary, the Chair's salary should be increased to \$110,170 effective July 1, 2004 and increased to \$114,960 effective July 1, 2005.

ENHANCING SERVICE TO THE PUBLIC

Finally, the Commission recommends that the Board of County Commissioners accept the recommendations in total for the following reasons:

1. the recommendations come from professionals in the field of compensation and are based on accurate, relevant and appropriate data and methodologies;
2. the salary recommendations relate to the office and not to persons; in other words, the salaries are based on what the *job* is worth and because it does not include a "pay for performance" model it is not a measure of the worth of the *individual* who occupies the position;
3. being paid for what the job is objectively worth is extremely vital to maintaining high quality leadership in Board members and their successors; thus the public will be better served.

LAST BUT CERTAINLY NOT LEAST

The Commission wishes to thank Carol Brown of the County Human Resources Office for collecting and sharing valuable information regarding management salaries and comparable jurisdictions.

The Commission wishes to thank Agnes Sowle, County Counsel, for discussing with us legal issues related to the County Charter.

The Commission also wishes to extend its heartfelt gratitude to the Multnomah County Auditor Suzanne Flynn and her assistant Judy Rosenberger for the research and support provided to the Commission, for willingly (or at least appearing to...) attending all early morning meetings with a much appreciated continental breakfast, for the collection and distribution of minutes, and for their warm, caring and friendly ways. We could not, and would not want to, do our work without them. Thank you!

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-2

Est. Start Time: 9:45 AM

Date Submitted: 08/17/04

Requested Date: August 26, 2004

Time Requested: 20 minutes

Department: Non-Departmental

Division: Commissioner Maria Rojo de Steffey
District 1

Contact/s: Shelli Romero

Phone: (503) 988-4435

Ext.: x84435

I/O Address: 503/600

Presenters: Ian Cannon, Bridge Engineering Services Manager, Multnomah County Land Use Planning and Transportation Division and possibly invited others

Agenda Title: Sauvie Island Bridge Briefing on New Bridge Design and Work of the Citizen's Advisory Committee

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

No action being requested.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The Sauvie Island Bridge is structurally deficient and functionally obsolete and is in need of replacement. With the necessary funds secured for building a new Sauvie Island bridge, a Sauvie Island Bridge Citizen's Advisory Committee (CAC) of 10 people was appointed by Commissioner Maria Rojo de Steffey. The Committee has been working with County staff for about five months to offer feedback and provide input into the design elements of the new bridge. The presentation will highlight the CAC's work to date. This briefing is informational only.

3. Explain the fiscal impact (current year and ongoing).

The work of the Sauvie Island Bridge Citizen's Advisory Committee has no fiscal impact. The recommendations for design of a new Sauvie Island bridge and costs associated with design elements are part of the overall project costs already budgeted into the funds secured.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet. N/A

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues.

The Sauvie Island Bridge will cost \$35 (I think this is the new total) million to replace.

5. Explain any citizen and/or other government participation that has or will take place.

An extensive public process on this project has been implemented. Contact with the public will continue through the design and construction phases of the project. A group

of 10 members from the Sauvie Island community were appointed to the Sauvie Island Bridge Citizen's Advisory Committee. The Committee is made up of a diverse group of people including residents who live on floating homes, business owners, farmers, filmmakers, architects, and others. Multnomah County's District 1 Office, the Land Use and Transportation Division – Bridge Section, the Public Affairs Office, representatives from consulting engineer David Evans and Associates and H2L2 Architects all participated in the Citizen's Advisory Committee. The work of the Committee was unveiled at a July 2004 public meeting on Sauvie Island.

Required Signatures:

Department/Agency Director: _____



Date: 08/17/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

Sauvie Island Bridge Replacement

Board of County Commissioners

August 26, 2004





Introduction

- **Status**
- **Schedule Update**
- **Citizen Advisory Committee process**
- **Final Concept**
- **What's Next**
- **Questions**



Status

- Inspecting bridge quarterly
- Bridge continues to deteriorate
- Installed additional repairs in July
- Compliance
- Replacement fully funded
- Replacement on schedule



Project Schedule

- Siting Study – *complete 2002*
- Type, Size, Location – *complete June '04*
- Architecture CAC – *February to May '04*
- **Detailed Design – July '04 to Fall '05**
- **Right of Way Acquisition – Fall '04 to Summer '05**
- **Construction – early '06 to late '08**



Citizen Advisory Committee (CAC)

- **Response to citizen request for more input on design**
- **All who applied were accepted**
- **Allowed decisions to be made to keep project on schedule**
- **Based on committee consensus**



Thank You CAC



**Steven Burger, Julie Cleveland, Joan Gratz, Jeff Joslin,
Dave Koennecke, Vicki Mayberry, Jerry Penk,
Carol Sherman Rogers, and Sheilah Toomey**



CAC

- 4 meetings
- Renowned architect from New York
- Looked at design elements
- Bang for the buck



Goals

- Aesthetically pleasing
- Structurally sound
- On budget
- Feeling of lightness
- Seamless integration
- Overall theme

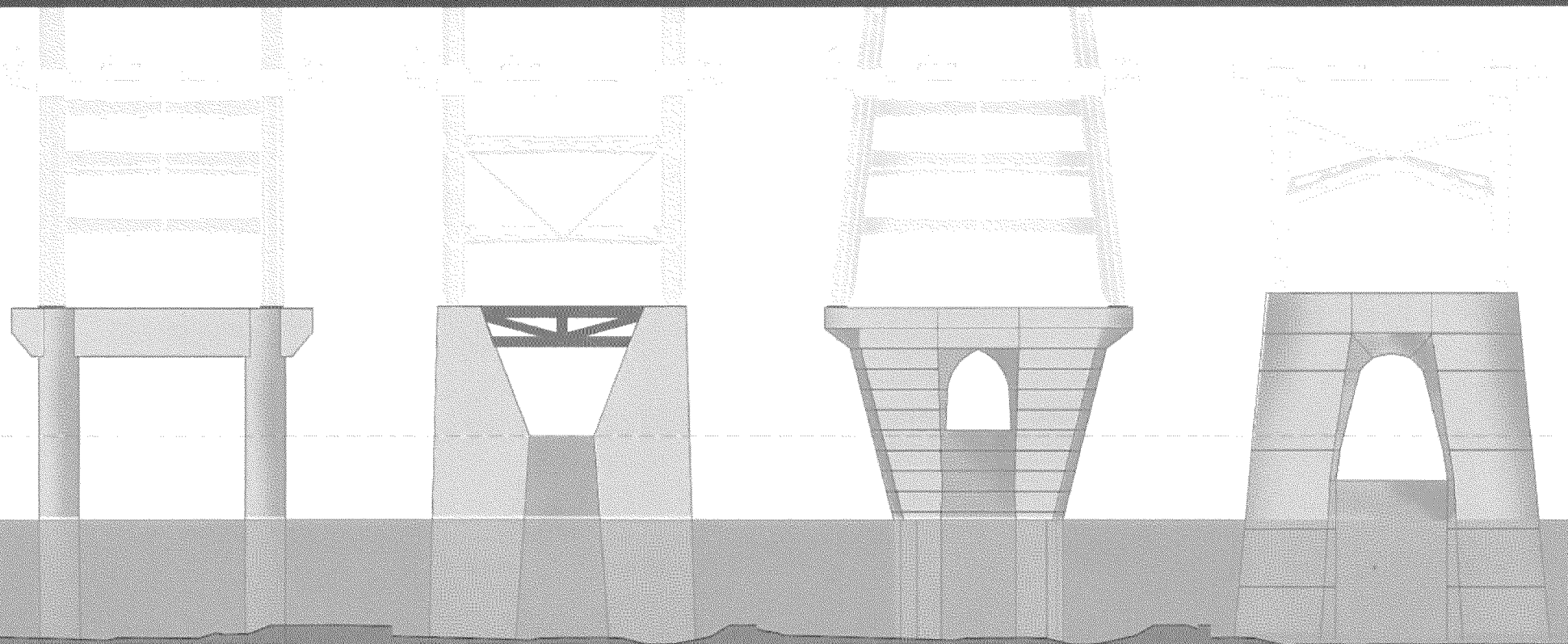


- Pier shape and color
- Arch
- Cables
- Cross bracing
- Railing

Design Elements

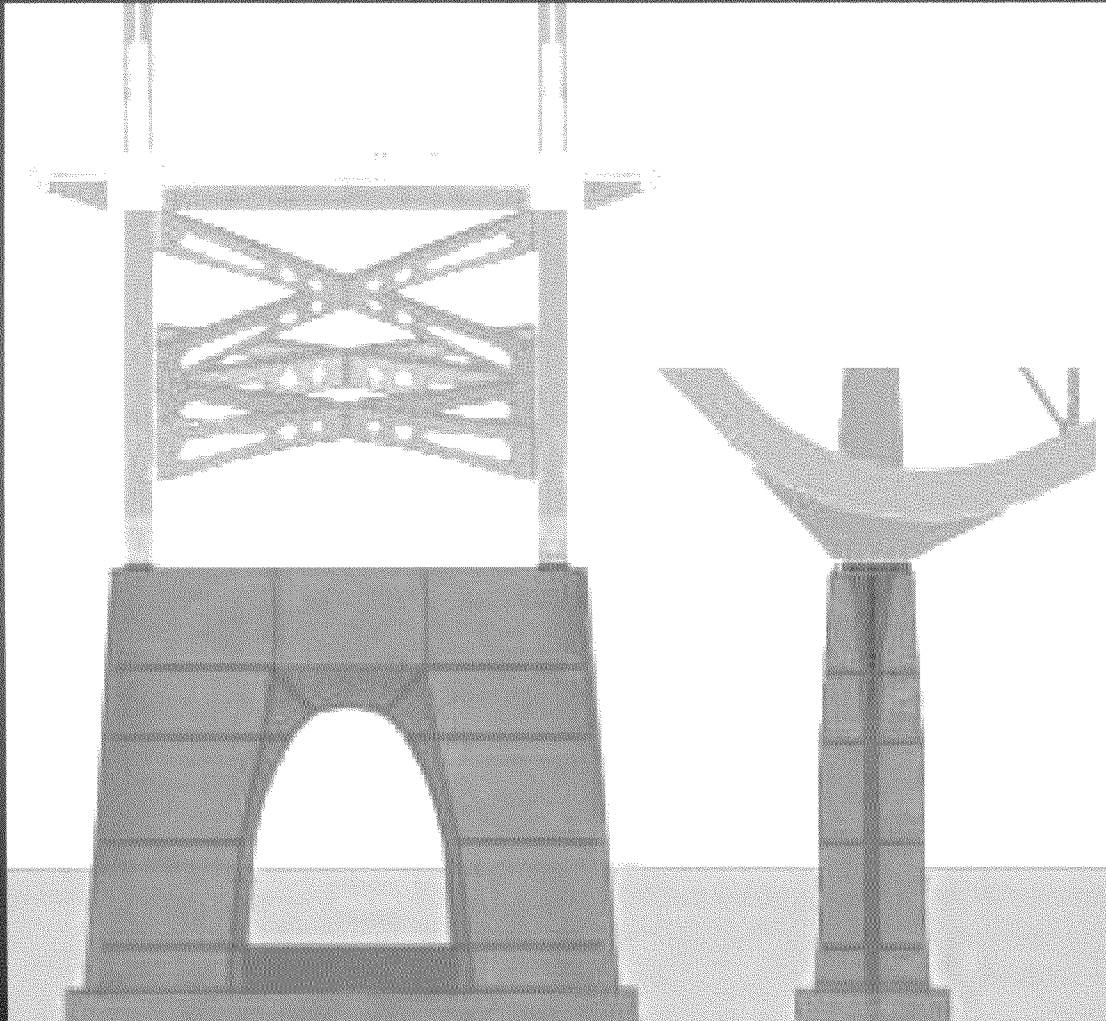


River Piers





River Pier Selected

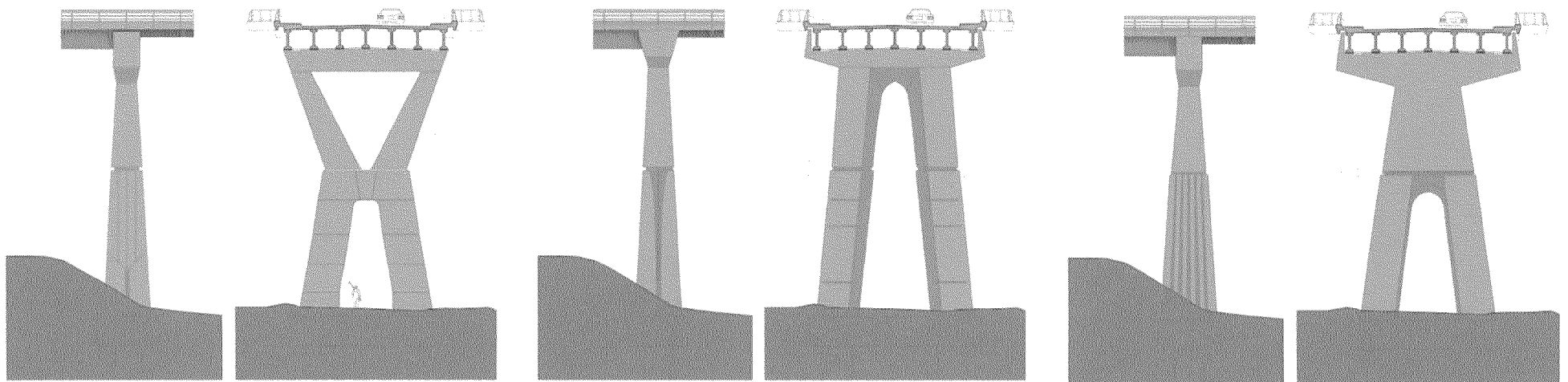


- Tapers out to meet water
- Appears more stable



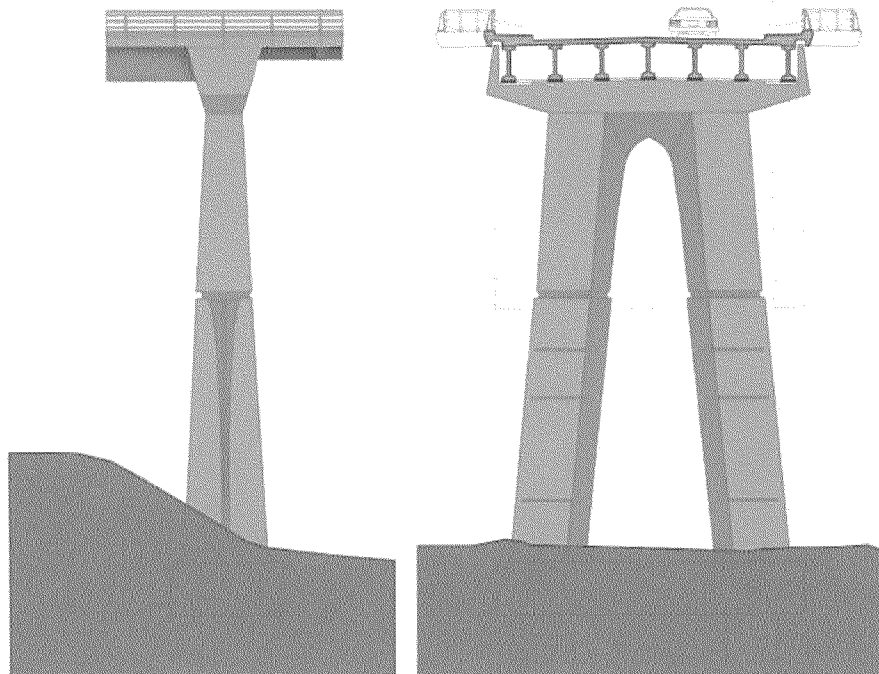
Land Piers

Figure 10-1





Land Pier Selected



- **Dramatic tapered arch**
- **Articulated surfaces**
- **Consistent look at any height**
- **Sculptural**
- **Compliments river piers**



Concrete Color





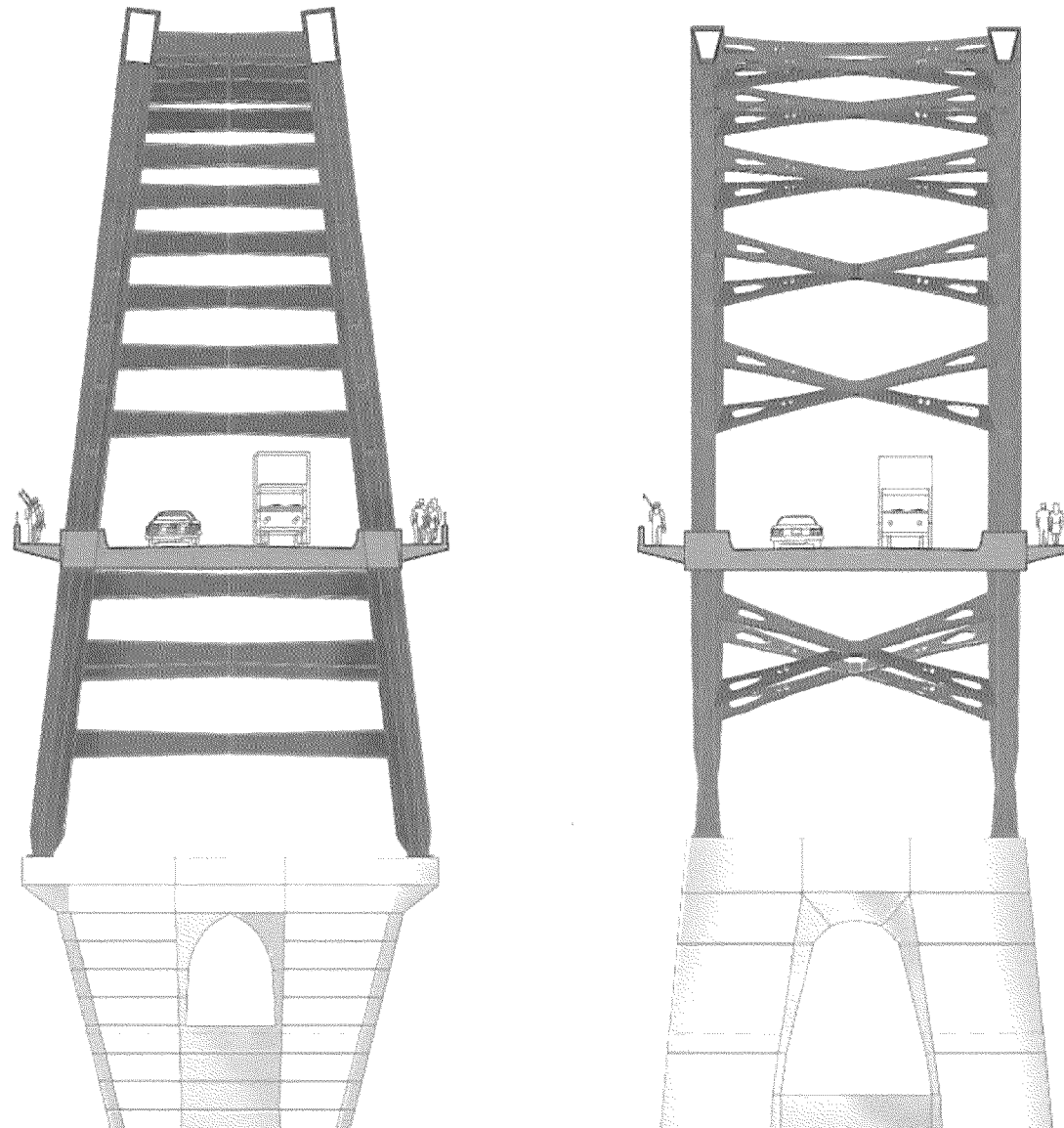
Concrete Color Selected



- Compliments color of dried grass and crops
- Goes well with weathering steel



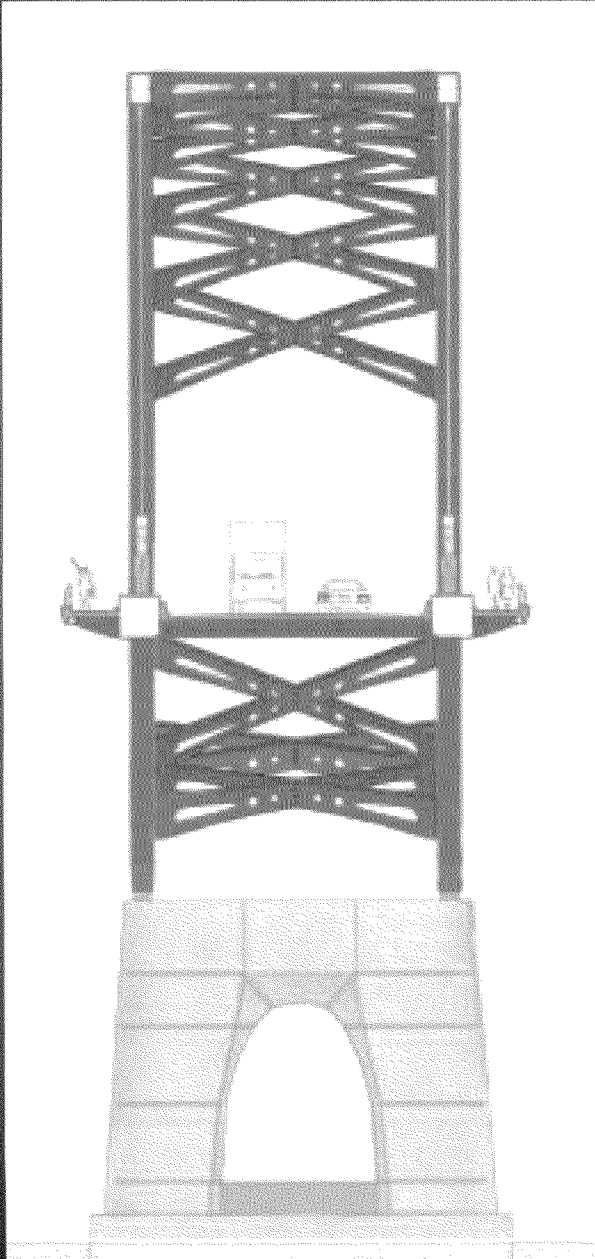
Arch Shape





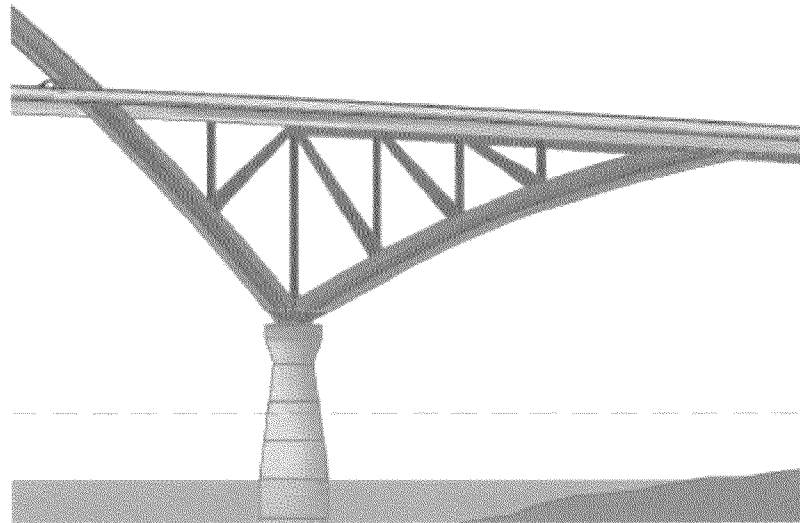
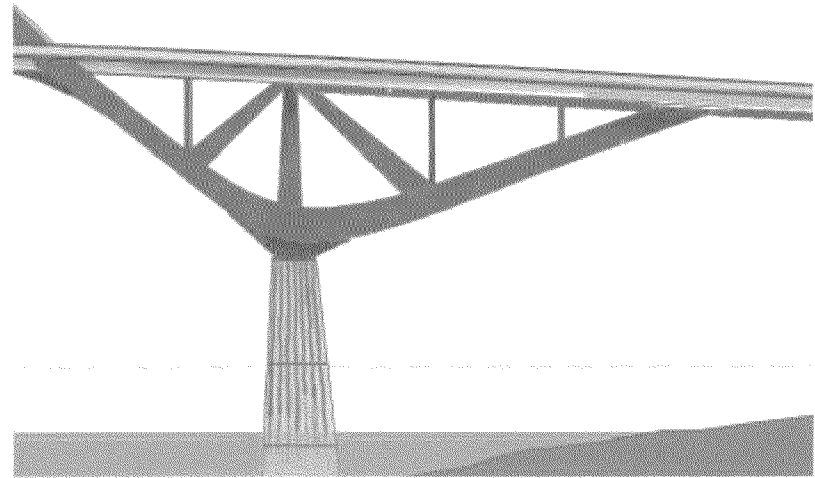
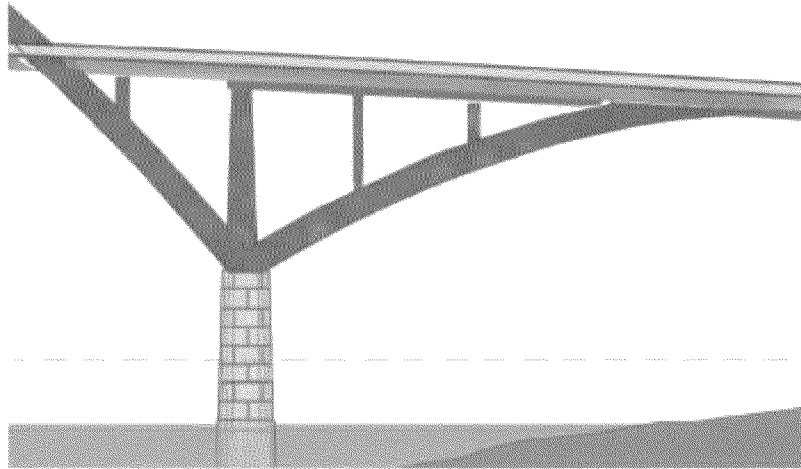
Arch Shape Selected

- Less costly
- Easier to construct
- Important views are from side



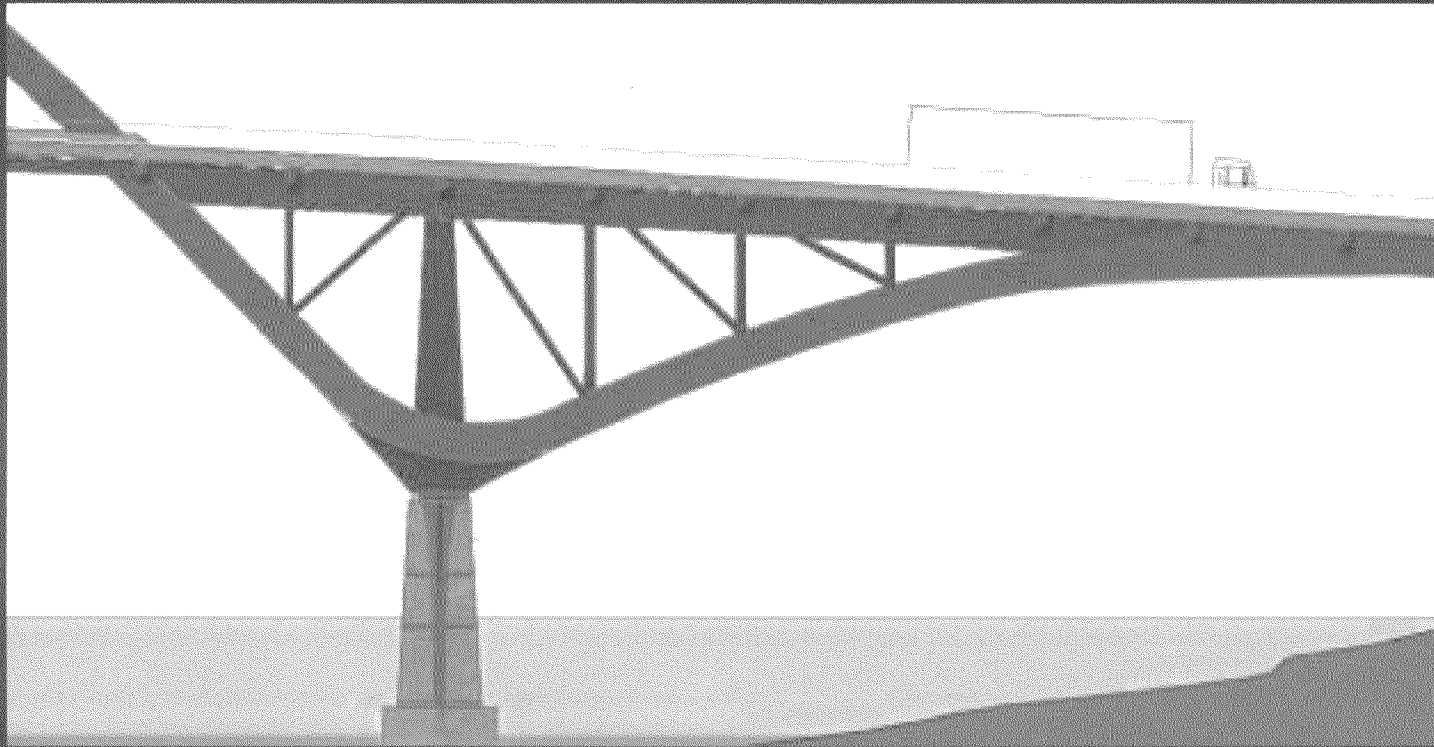


Spandrel Shapes





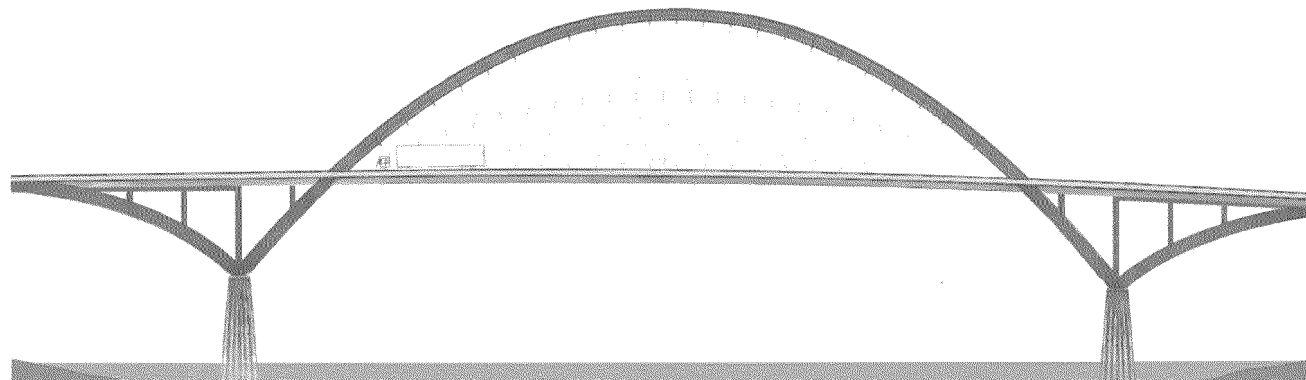
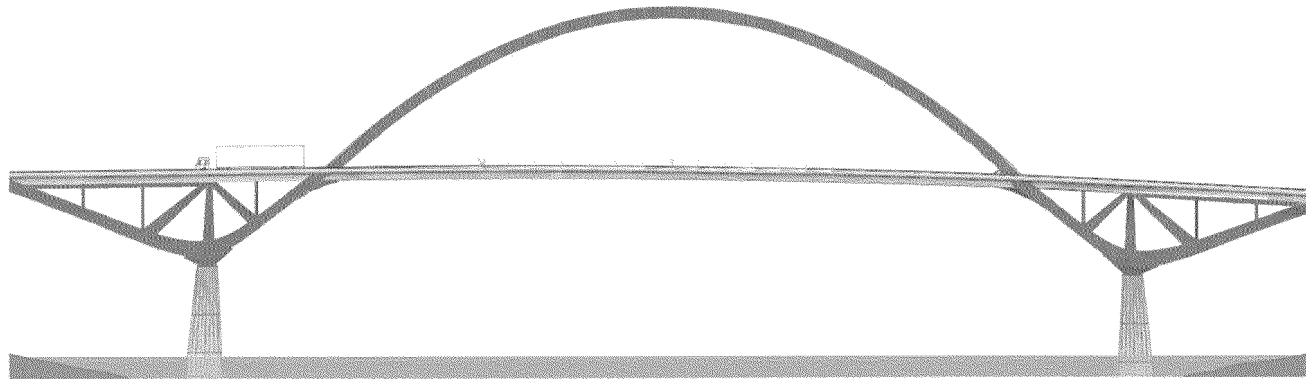
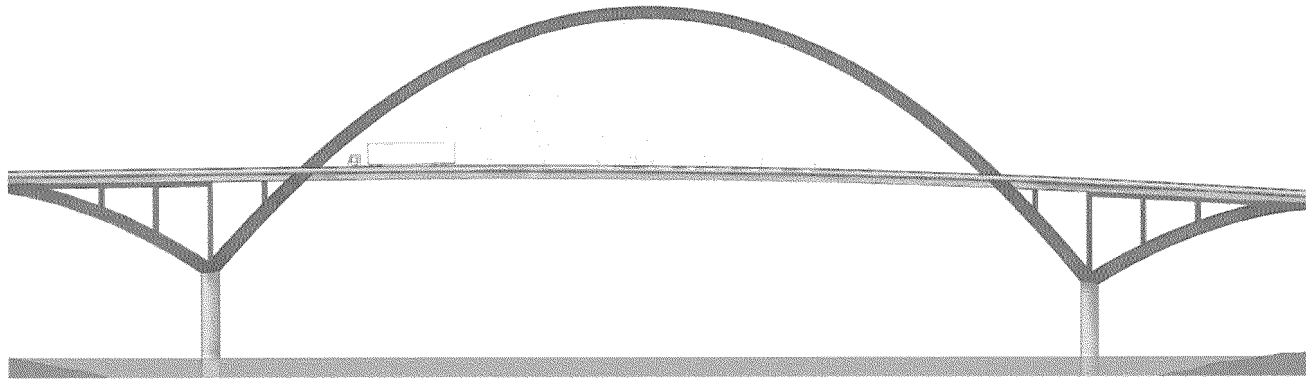
Spandrel Shape Selected



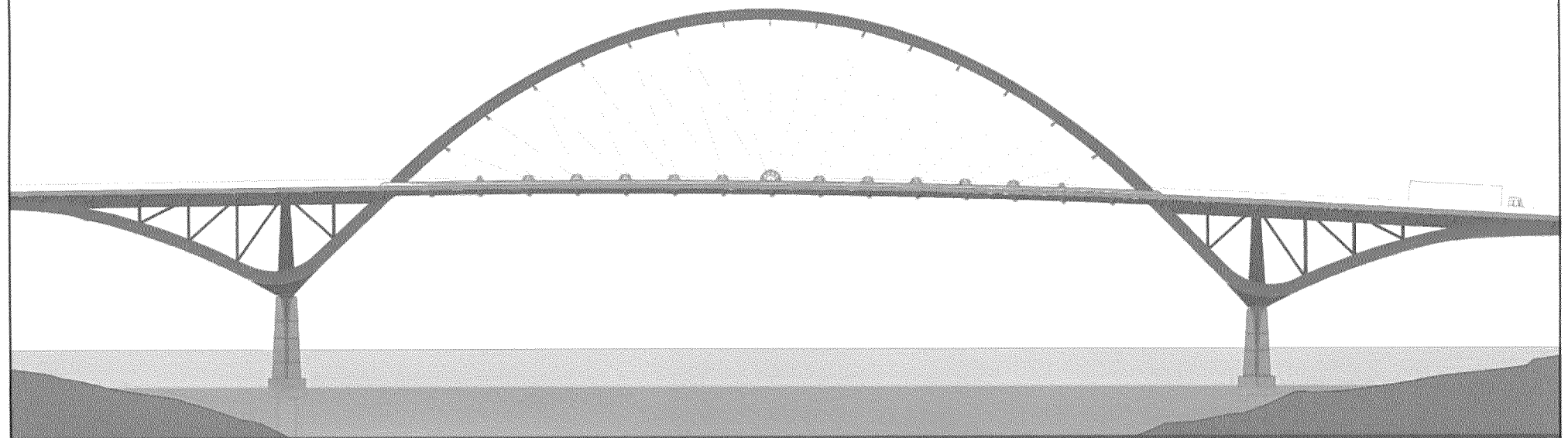
- Wave that gracefully meets the pier
- Organic, fluid, playful



Cable Patterns

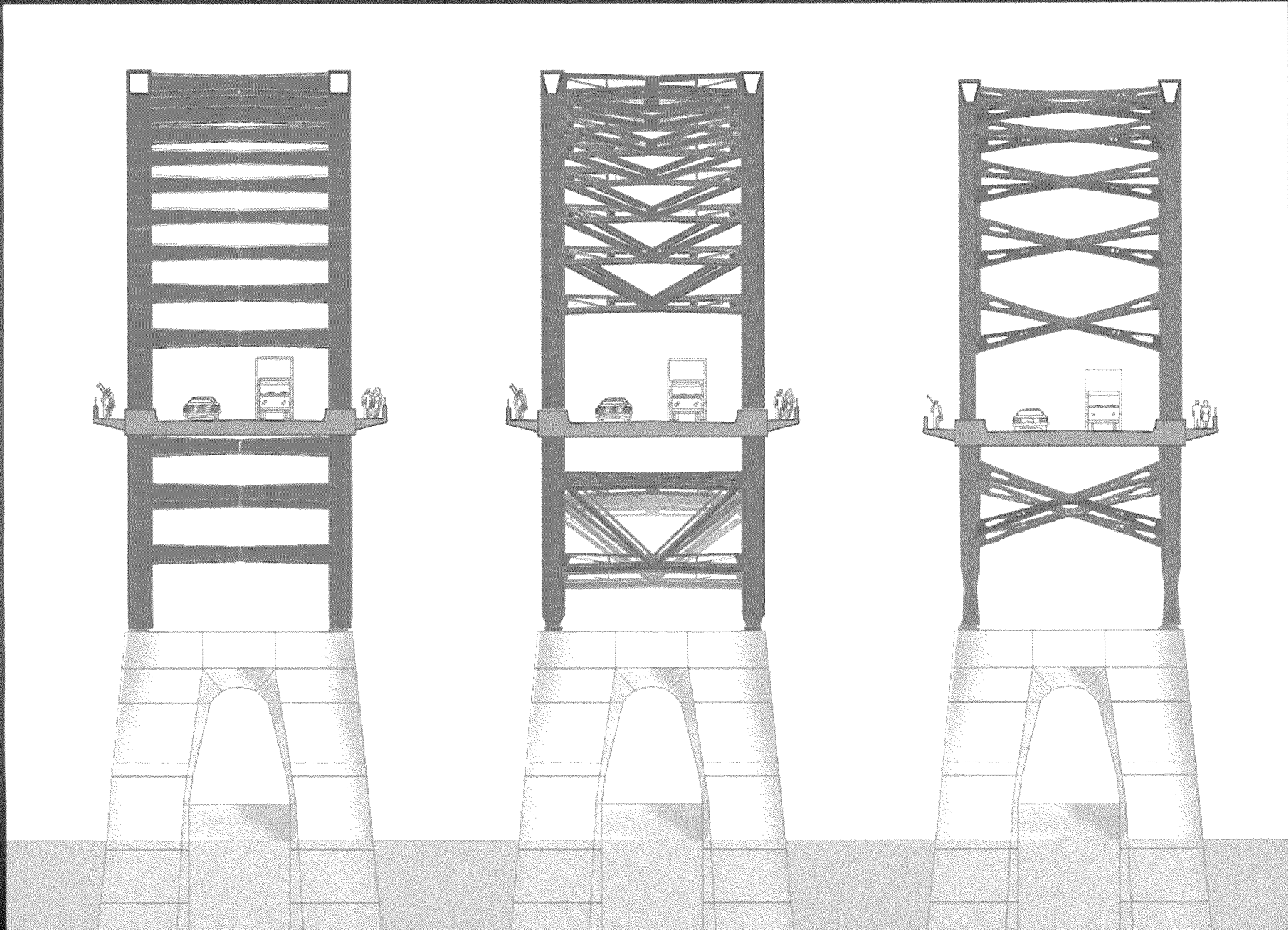


Cable Pattern Selected



- Radial pattern
- Compliments wavy spandrel

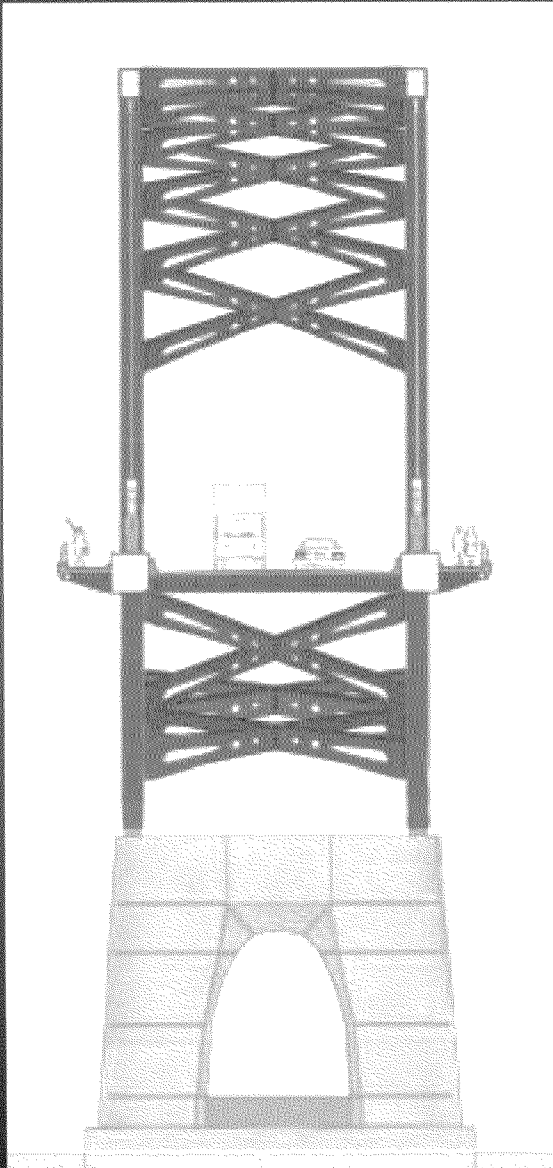
Arch Cross Bracing





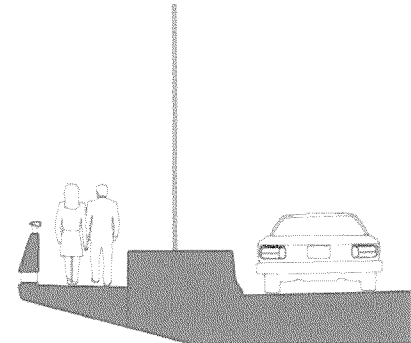
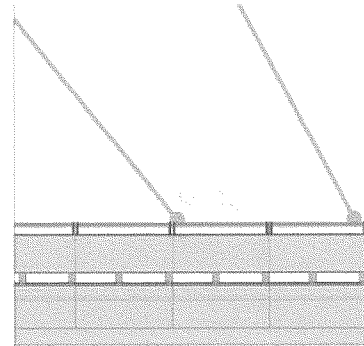
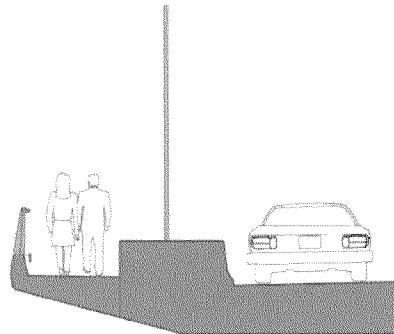
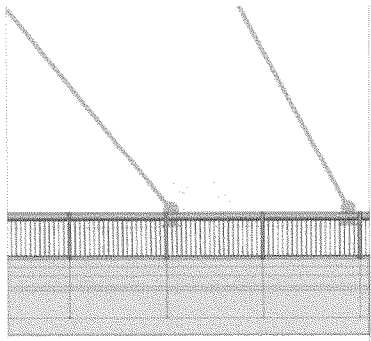
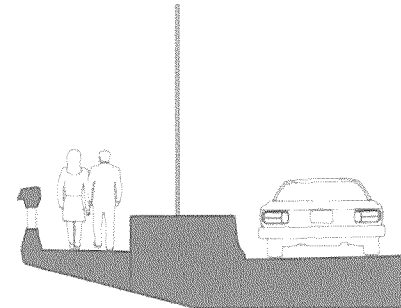
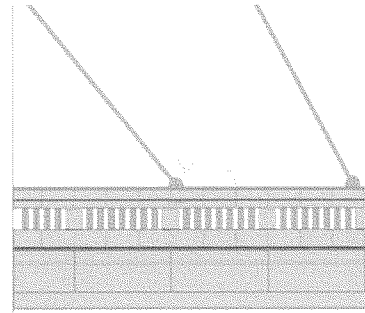
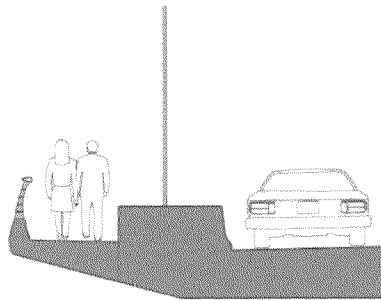
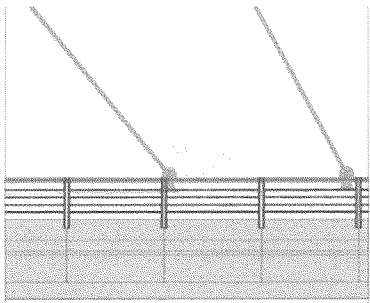
Arch Bracing Selected

- Inspired by silver spot butterfly wings
- Light, open, airy



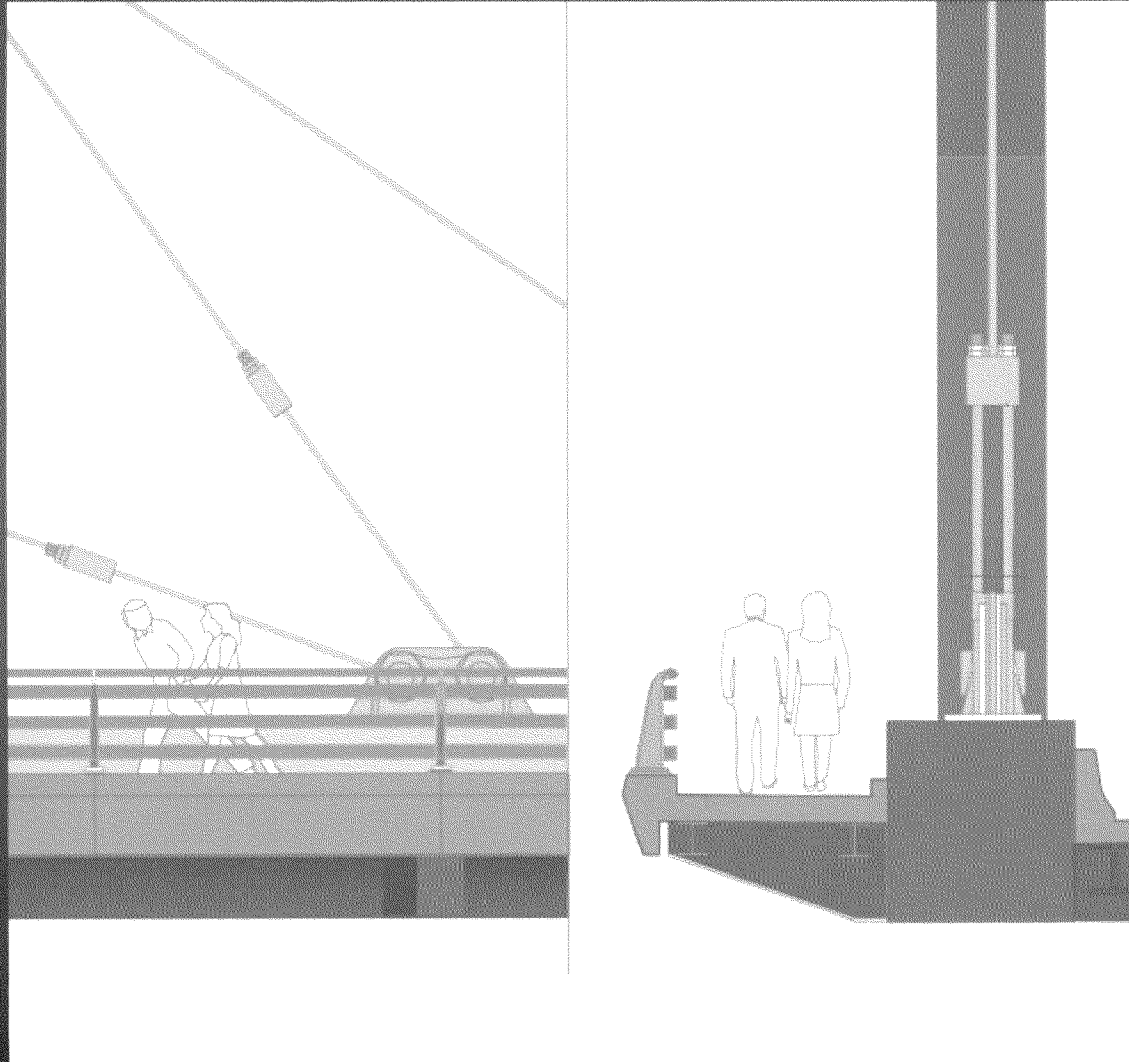


Railing Style





Railing Style Selected



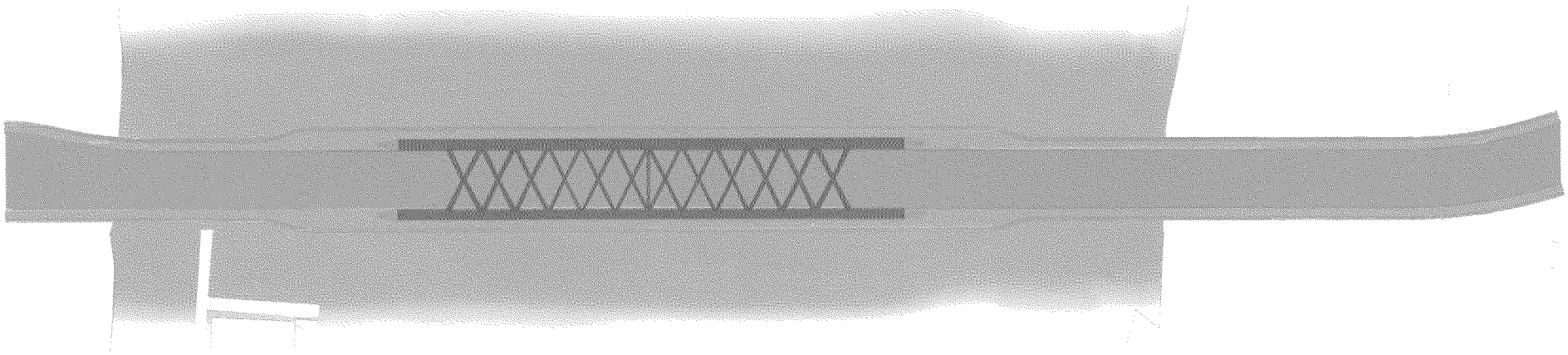
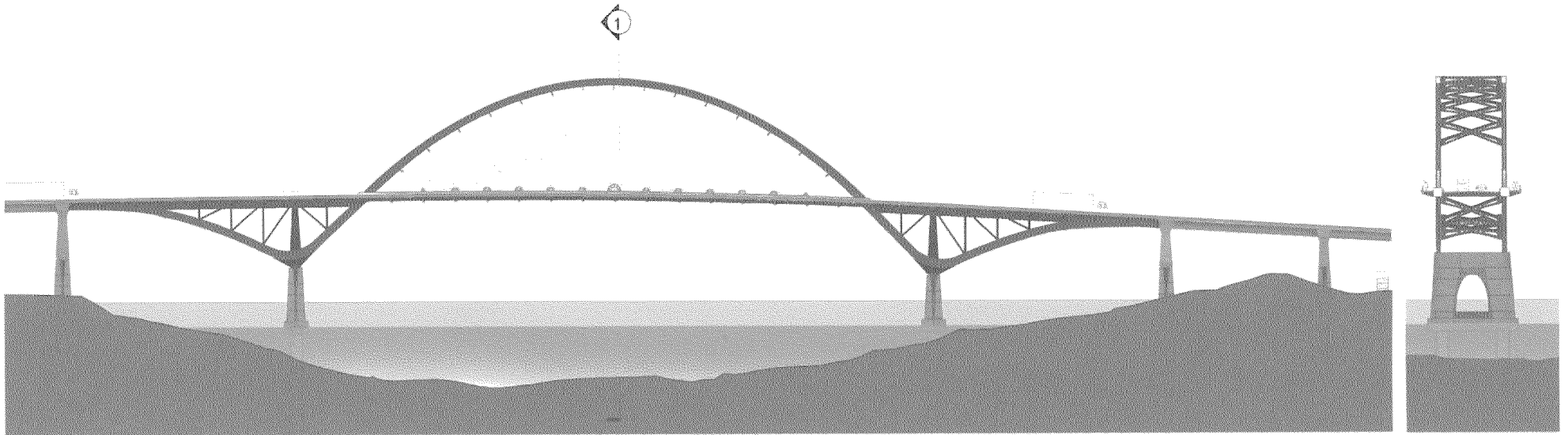
- Lighter scale
- Consistent for length of bridge
- More open sight lines
- Crash worthy



Putting It Together

“One of the best designs produced
by H2L2”

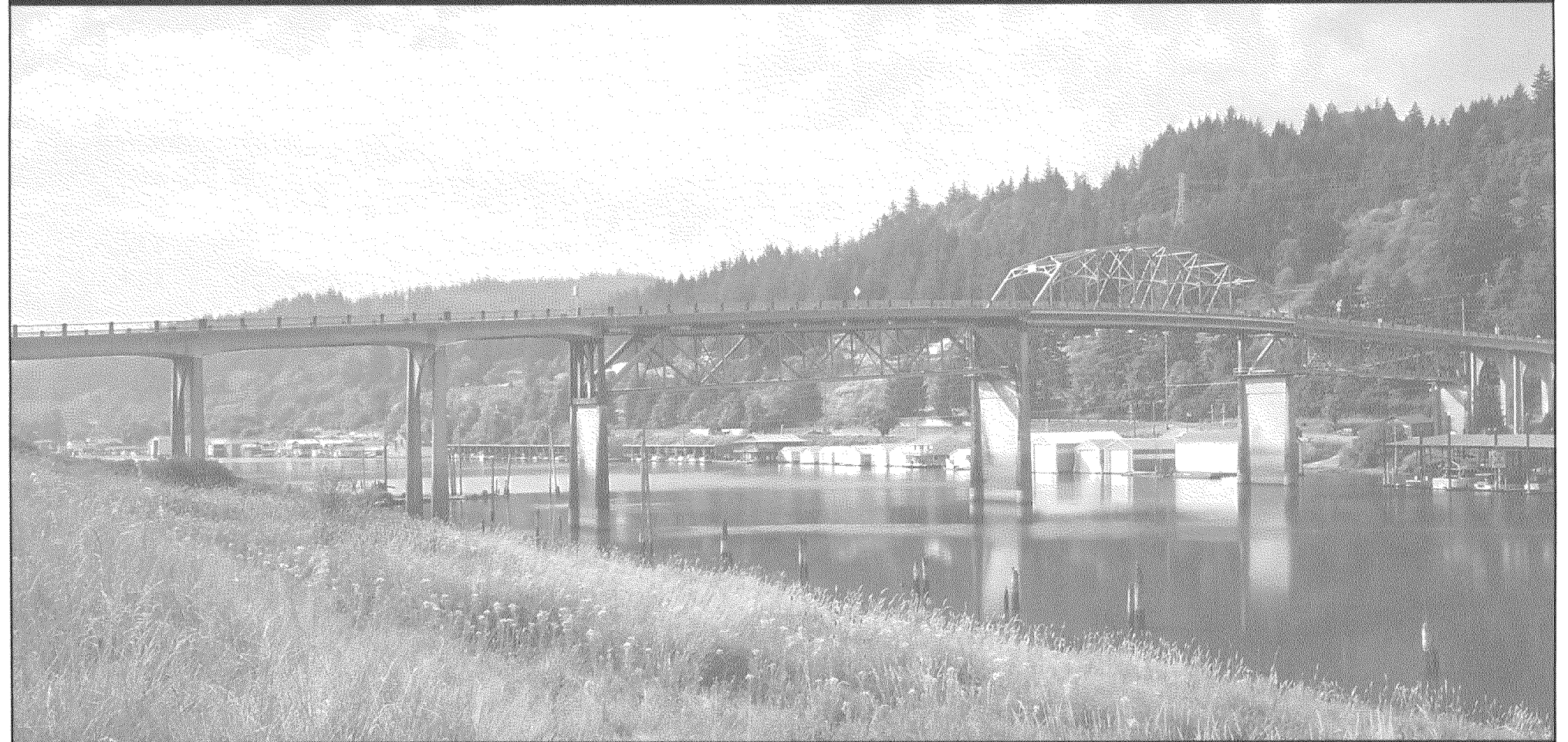
-Thomas Piotrowski



Elevation, Section, & Plan



Roadway View



Existing Bridge



Early Concept



Final Concept



What's Next

- Detailed Design – July '04 to Fall '05
- CAC for Parking Area – Fall '04
- Right of Way Acquisition – Fall '04 to Summer '05
- Construction – early '06 to late '08
- Remove old bridge – late '08 to '09



AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-3

Est. Start Time: 10:05 AM

Date Submitted: 08/18/04

Requested Date: August 26, 2004

Time Requested: 5 minutes

Department: Non-Departmental

Division: Chair's Office

Contact/s: Rebecca Esau, Principal Planner, City of Portland, Bureau of Development Services

Phone: 503-823-6966

Ext.:

I/O Address: 299/5000/Esau

Presenters: Rebecca Esau

Agenda Title: Resolution Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 04-008

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Adopt Resolution updating land use fees and charges in the area served by the City of Portland under IGA and repealing Resolution No. 04-008, effective September 3, 2004. All other fees are unchanged.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.** Through an intergovernmental agreement (IGA) with the County, the Bureau of Development Services (BDS) provides land use services in some County areas. Services provided through the IGA are fully funded through the fees that are charged by both BDS and the City Code Hearings Office (CHO). The Portland City Council recently authorized the CHO to adjust the fees it charges. In addition, the BDS portion of the fees are being increased by 1.5% inflationary rate.
- 3. Explain the fiscal impact (current year and ongoing).** There is no financial impact to Multnomah County to raise these fees. However, if Multnomah County should choose not to raise these fees to the City's level, the program would cease to be cost effective,

because costs would exceed revenues. The City would need to review its commitment to provide these services or seek funding support from Multnomah County for services in the unincorporated service area.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

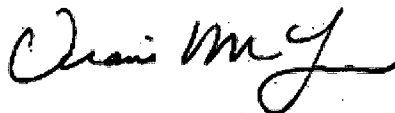
If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. None.
5. Explain any citizen and/or other government participation that has or will take place. N/A

Required Signatures:

Department/Agency Director:



Date: 8/11/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 04-008

The Multnomah County Board of Commissioners Finds:

- a. On April 13, 2000, the Board adopted Ordinance No. 944 establishing land use fees by resolution.
- b. On January 22, 2004, the Board adopted Resolution No. 04-008 establishing current land use fees and charges.
- c. Multnomah County has entered into intergovernmental agreements with the cities of Portland and Troutdale to provide planning services for areas outside those city limits and within the urban growth boundaries.
- d. Land use fees implementing the Portland IGA (Exhibit A to Resolution 04-008) have not been changed since the Board adopted Resolution No. 02-104 on July 25, 2002.
- e. The fees, costs and methodologies for determining fees under the Portland IGA have changed, and it is necessary to establish these new fees for services provided by Portland by updating Exhibit A.
- f. All other fees and charges established by Resolution 04-008 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. Resolution No. 04-088 is repealed and Land Use Planning Division fees for MCC Chapters 11.05, 11.15, 11.45, 37 and 38, excluding planning services provided under IGAs are set as follows:
 - I. Type I Decisions
 - (A) Building Permit Review: \$50
 - (B) Address Assignment: \$24
 - (C) Address Reassignment \$50
 - (D) Land Use Compatibility Review: \$40
 - (E) Sign Permit: \$28

- (F) Wrecker License Review: \$207
- (G) DMV Dealer Review: \$40
- (H) Grading and Erosion Control: \$354
- (I) Floodplain Development Permit (one & two family dwellings): \$28
- (J) Floodplain Development Permit (non-residential structures): \$61
- (K) Floating Structure Placement: \$89

II. Type II Decisions

- (A) Health Hardship Permit: \$177
- (B) Health Hardship Renewal: \$89
- (C) Non-hearing Variance: \$261
- (D) Exceptions and Lots of Exception: \$122
- (E) Time Extension: \$261
- (F) Administrative Decision by Planning Director: \$261
- (G) Willamette River Greenway: \$648
- (H) Significant Environmental Concern: \$648
- (I) Administrative Modification of Conditions Established in Prior Contested Case: \$177
- (J) Hillside Development Permit: \$471
- (K) National Scenic Area Site Review: \$354
- (L) Temporary Permit: \$177
- (M) Design Review: \$664
- (N) Category 3 Land Division: \$515
- (O) Category 4 Land Division: \$233
- (P) Property Line Adjustment: \$188

- (Q) Appeal of Administrative Decision \$250
- (R) Withdrawal of Application
 - 1. Before application status letter is written: Full Refund
 - 2. After status letter written, assess 4 hours time at staff loaded cost, currently \$38 per hour.
- (S) Withdrawal of Appeal after hearing notice is mailed: No Refund

III. Type III Decisions

- (A) Planned Development: \$2,060 deposit, charge is actual loaded cost, currently \$38 per hour.
- (B) Community Service: \$1,717
- (C) Regional Sanitary Landfill: \$2,217
- (D) Conditional Use: \$1,717
- (E) Conditional Use for Type B Home Occupation: \$798
- (F) Variance (hearing): \$565
- (G) Modifications of Conditions on a Prior Hearings Case Requiring a Rehearing: Full fee for original decision.
- (H) Lot of Exception: \$820
- (I) Category 1 Land Division – up to 20 lots: \$1,512
- (J) Category 1 Land Division – Fee for each additional lot over 20: \$28
- (K) Other hearings case: \$587
- (L) National Scenic Area Site Review: \$1,717
- (M) Withdrawal of Application
 - 1. Before application status letter is written: Full Refund

2. After status letter written, assess 4 hours time at staff loaded cost, currently \$38 per hour.

3. After hearing notice mailed, no refund.

IV. Type IV Decisions

(A) Quasi-judicial Plan Revision: \$2,200 deposit, charge is actual loaded cost, currently \$38 per hour.

(B) Quasi-judicial Zone Change: \$2,200 deposit, charge is actual loaded cost, currently \$38 per hour.

V. Miscellaneous Fees

(A) Pre-application conference: \$316

(B) Pre-application conference for Type B home occupation: \$158

(C) Notice Sign: \$10 per sign.

(D) Research Fee (includes mailing list production – 2 hour minimum deposit): \$38/hr.

(E) Photocopies: \$.30 per page.

(F) Cassette tape recording of hearing: \$27.50 first tape, each additional tape \$2.50.

(G) Rescheduled hearing: \$233

(H) Subscription for all County land use decisions: \$1,870 per year.

(I) Subscription for all Scenic Area land use decisions: \$650 per year.

(J) Subscription for all land use decisions except for Scenic Area: \$1,220 per year.

2. Fees for planning services provided by the City of Troutdale under the IGA are as set by the City of Troutdale.
3. Fees for planning services provided by the City of Portland under IGA are set in the attached Exhibit A.
4. The Board directs the Planning Director to undertake on a priority basis an analysis of the fee structure to consider the amount of cost recovery, the amount of fees charged relative to the public interest the permit serves, and to include the rationale for any proposed increase.
5. This Resolution takes effect and Resolution 04-008 is repealed on September 3, 2004.

ADOPTED this 26th day of August 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*
Sandra N. Duffy, Assistant County Attorney

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Land Use Planning Fees for Planning Services Provided by the City of Portland Under IGA Are Set as Follows:

Adjustment Review	
Residential Use (only)	\$1,672
Lots with existing single-dwelling units in a single-dwelling zone	\$1,565
Non-residential or mixed use	\$1,679
Comprehensive Plan Map Amendment	\$17,260
Conditional Use	
Type I	\$2,302
Type II (Minor)	\$3,276
Type III (Major)	.0043 of valuation \$5,682 minimum \$10,182 maximum
Demolition/ Demolition Delay Extension Review	\$3,093
Design Review	0.0043 of valuation
Minor B	
--Includes residential projects 4 units or fewer	minimum \$785
--Improvements under \$5,000	maximum \$3,325
--Fences, freestanding & retaining walls, gates	
--Parking areas 10,000 sq. ft. or less	
--Awnings, signs, rooftop equipment	
--Colors in historic districts	
--Lighting Projects	
--Remodels affecting less than 25 ft. of frontage	
Modifications through Design Review	\$100
Minor A (includes residential projects over 4 units)	minimum \$3,488 maximum \$6,915
Major	minimum \$5,334 maximum \$18,331
Environmental Review Conservation Zone	
Residential use (only)	\$6,048
Non-residential or mixed use	\$7,205
Environmental Enhancement (Type I)	\$570
Environmental Review Protection Zone II	\$3,838
Environmental Review Protection Zone III	\$5,607

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Environmental Violation III	\$9,841
Final Plat Review / Final Development Plan Review (for Planned Development or Planned Unit Development)	
If preliminary with Type I with no street	\$1,660
If preliminary was Type I with a street	\$3,562
If preliminary was Type IIx	\$3,562
If preliminary was Type III	\$5,936
Greenway Residential use (only)	\$1,129
Non-residential or mixed use	\$4,144
Historic Landmark designation or removal Individual properties	\$3,973
Multiple Properties or districts	\$4,774
Impact Mitigation Plan Amendment (Minor) (Type II)	— \$2,976
Implementation (Type II)	\$3,626
Amendment (Use) (Type III)	\$6,196
New/Amendment (Major)	\$22,662
Land Division Review	
Type I	\$5,177 + \$125 per lot plus \$500 if new street
Type IIx	\$6,504 + \$125 per lot plus \$500 if new street
Type III (3 lots or fewer and no street)	\$8,443
Type III	\$9,481 + \$125 per lot plus \$500 if new street
Land Division Amendment Review	
Type I	\$3,112
Type IIx	\$4,114
Type III	\$8,443
Master Plan Minor Amendments to Master Plans	\$7,372
New Master Plans or Major Amendments to Master Plans	\$13,360
Non-conforming Status Review	\$2,229

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Non-conforming Situation Review	\$4,330
Planned Development Review Type IIx	\$4,127
Type III	\$7,406
Planned Development Amendment / Planned Unit Development Amendment Type IIx	\$2,855
Type III	\$8,215
Pre-Application Conference Major (Comprehensive Plan Map Amendment, Zone Change, Design Review, Subdivision Master Plan, and Impact Mitigation Plan)	\$2,100
Minor	\$1,500
Pre-Application Conference for PUD/PD Final Development Plan	\$728
Statewide Planning Goal	\$30,215
Tree Preservation Violation Review (III)	\$7,025
Tree Review (II)	\$4,064
Zoning Map Amendment	\$5,920
Other Unassigned Reviews Type I	\$2,492
Type II / IIx	\$2,971
Type III	\$7,025
Other Planning Services	
Appeals Type II / IIx	\$250
Type III	½ of application
Design Advice Request	\$1,391
Early Land Use Review Assistance	\$500
Early Plan Review	\$500
Expert Consultation (above base fee)	\$80 per hour
Hourly Rate for Land Use Services	\$90
Limited Consultation / Land Division Appointment	\$150

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Plan Check	\$1.34 per \$1,000 valuation
Residential and commercial	\$97 minimum
Community Design Standards Plan Check	\$.003 of valuation
Environmental Plan Check	\$727
Pre-Development Conference	\$978
Property Line Adjustment	\$941
Renotification Fee	\$493
Transcripts	Actual cost
Zoning Confirmation	
Tier A (bank letter, new DMV)	\$277
Tier B (zoning/development analysis, nonconforming standard evidence, notice of use determination)	\$804
Lot Segregation	\$400
Lot Segregation with Property Line Adjustment	\$1,046
DMV Renewal	\$43

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-128

Establishing Fees and Charges for MCC 11.05 Land Use General Provisions, 11.15 Zoning, 11.45 Land Divisions, 37 Administration and Procedures, 38 Columbia River Gorge National Scenic Area, and Repealing Resolution No. 04-008

The Multnomah County Board of Commissioners Finds:

- a. On April 13, 2000, the Board adopted Ordinance No. 944 establishing land use fees by resolution.
- b. On January 22, 2004, the Board adopted Resolution No. 04-008 establishing current land use fees and charges.
- c. Multnomah County has entered into intergovernmental agreements with the cities of Portland and Troutdale to provide planning services for areas outside those city limits and within the urban growth boundaries.
- d. Land use fees implementing the Portland IGA (Exhibit A to Resolution 04-008) have not been changed since the Board adopted Resolution No. 02-104 on July 25, 2002.
- e. The fees, costs and methodologies for determining fees under the Portland IGA have changed, and it is necessary to establish these new fees for services provided by Portland by updating Exhibit A.
- f. All other fees and charges established by Resolution 04-008 remain the same.

The Multnomah County Board of Commissioners Resolves:

1. Resolution No. 04-088 is repealed and Land Use Planning Division fees for MCC Chapters 11.05, 11.15, 11.45, 37 and 38, excluding planning services provided under IGAs are set as follows:

I. Type I Decisions

- (A) Building Permit Review: \$50
- (B) Address Assignment: \$24
- (C) Address Reassignment \$50
- (D) Land Use Compatibility Review: \$40
- (E) Sign Permit: \$28

- (F) Wrecker License Review: \$207
- (G) DMV Dealer Review: \$40
- (H) Grading and Erosion Control: \$354
- (I) Floodplain Development Permit (one & two family dwellings): \$28
- (J) Floodplain Development Permit (non-residential structures): \$61
- (K) Floating Structure Placement: \$89

II. Type II Decisions

- (A) Health Hardship Permit: \$177
- (B) Health Hardship Renewal: \$89
- (C) Non-hearing Variance: \$261
- (D) Exceptions and Lots of Exception: \$122
- (E) Time Extension: \$261
- (F) Administrative Decision by Planning Director: \$261
- (G) Willamette River Greenway: \$648
- (H) Significant Environmental Concern: \$648
- (I) Administrative Modification of Conditions Established in Prior Contested Case: \$177
- (J) Hillside Development Permit: \$471
- (K) National Scenic Area Site Review: \$354
- (L) Temporary Permit: \$177
- (M) Design Review: \$664
- (N) Category 3 Land Division: \$515
- (O) Category 4 Land Division: \$233
- (P) Property Line Adjustment: \$188

(Q) Appeal of Administrative Decision \$250

(R) Withdrawal of Application

1. Before application status letter is written: Full Refund

2. After status letter written, assess 4 hours time at staff loaded cost, currently \$38 per hour.

(S) Withdrawal of Appeal after hearing notice is mailed: No Refund

III. Type III Decisions

(A) Planned Development: \$2,060 deposit, charge is actual loaded cost, currently \$38 per hour.

(B) Community Service: \$1,717

(C) Regional Sanitary Landfill: \$2,217

(D) Conditional Use: \$1,717

(E) Conditional Use for Type B Home Occupation: \$798

(F) Variance (hearing): \$565

(G) Modifications of Conditions on a Prior Hearings Case Requiring a Rehearing: Full fee for original decision.

(H) Lot of Exception: \$820

(I) Category 1 Land Division – up to 20 lots: \$1,512

(J) Category 1 Land Division – Fee for each additional lot over 20: \$28

(K) Other hearings case: \$587

(L) National Scenic Area Site Review: \$1,717

(M) Withdrawal of Application

1. Before application status letter is written: Full Refund

2. After status letter written, assess 4 hours time at staff loaded cost, currently \$38 per hour.
3. After hearing notice mailed, no refund.

IV. Type IV Decisions

- (A) Quasi-judicial Plan Revision: \$2,200 deposit, charge is actual loaded cost, currently \$38 per hour.
- (B) Quasi-judicial Zone Change: \$2,200 deposit, charge is actual loaded cost, currently \$38 per hour.

V. Miscellaneous Fees

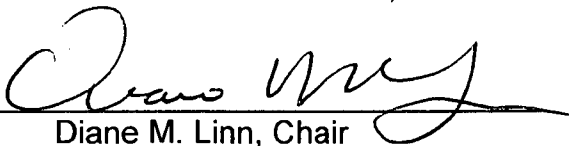
- (A) Pre-application conference: \$316
- (B) Pre-application conference for Type B home occupation: \$158
- (C) Notice Sign: \$10 per sign.
- (D) Research Fee (includes mailing list production – 2 hour minimum deposit): \$38/hr.
- (E) Photocopies: \$.30 per page.
- (F) Cassette tape recording of hearing: \$27.50 first tape, each additional tape \$2.50.
- (G) Rescheduled hearing: \$233
- (H) Subscription for all County land use decisions: \$1,870 per year.
- (I) Subscription for all Scenic Area land use decisions: \$650 per year.
- (J) Subscription for all land use decisions except for Scenic Area: \$1,220 per year.

2. Fees for planning services provided by the City of Troutdale under the IGA are as set by the City of Troutdale.
3. Fees for planning services provided by the City of Portland under IGA are set in the attached Exhibit A.
4. The Board directs the Planning Director to undertake on a priority basis an analysis of the fee structure to consider the amount of cost recovery, the amount of fees charged relative to the public interest the permit serves, and to include the rationale for any proposed increase.
5. This Resolution takes effect and Resolution 04-008 is repealed on September 3, 2004.

ADOPTED this 26th day of August 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Land Use Planning Fees for Planning Services Provided by the City of Portland Under IGA Are Set as Follows:

Adjustment Review	
Residential Use (only)	\$1,672
Lots with existing single-dwelling units in a single-dwelling zone	\$1,565
Non-residential or mixed use	\$1,679
Comprehensive Plan Map Amendment	\$17,260
Conditional Use	
Type I	\$2,302
Type II (Minor)	\$3,276
Type III (Major)	.0043 of valuation \$5,682 minimum \$10,182 maximum
Demolition/ Demolition Delay Extension Review	\$3,093
Design Review	0.0043 of valuation
Minor B	
--Includes residential projects 4 units or fewer	minimum \$785
--Improvements under \$5,000	maximum \$3,325
--Fences, freestanding & retaining walls, gates	
--Parking areas 10,000 sq. ft. or less	
--Awnings, signs, rooftop equipment	
--Colors in historic districts	
--Lighting Projects	
--Remodels affecting less than 25 ft. of frontage	
Modifications through Design Review	\$100
Minor A (includes residential projects over 4 units)	minimum \$3,488 maximum \$6,915
Major	minimum \$5,334 maximum \$18,331
Environmental Review Conservation Zone	
Residential use (only)	\$6,048
Non-residential or mixed use	\$7,205
Environmental Enhancement (Type I)	\$570
Environmental Review Protection Zone II	\$3,838
Environmental Review Protection Zone III	\$5,607

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Environmental Violation III	\$9,841
Final Plat Review / Final Development Plan Review (for Planned Development or Planned Unit Development)	
If preliminary with Type I with no street	\$1,660
If preliminary was Type I with a street	\$3,562
If preliminary was Type IIx	\$3,562
If preliminary was Type III	\$5,936
Greenway Residential use (only)	\$1,129
Non-residential or mixed use	\$4,144
Historic Landmark designation or removal Individual properties	\$3,973
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Implementation (Type II)	\$3,626
Amendment (Use) (Type III)	\$6,196
New/Amendment (Major)	\$22,662
Land Division Review	
Type I	\$5,177 + \$125 per lot plus \$500 if new street
Type IIx	\$6,504 + \$125 per lot plus \$500 if new street
Type III (3 lots or fewer and no street)	\$8,443
Type III	\$9,481 + \$125 per lot plus \$500 if new street
Land Division Amendment Review	
Type I	\$3,112
Type IIx	\$4,114
Type III	\$8,443
Master Plan Minor Amendments to Master Plans	\$7,372
New Master Plans or Major Amendments to Master Plans	\$13,360
Non-conforming Status Review	\$2,229

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Non-conforming Situation Review	\$4,330
Planned Development Review Type IIx	\$4,127
Type III	\$7,406
Planned Development Amendment / Planned Unit Development Amendment Type IIx	\$2,855
Type III	\$8,215
Pre-Application Conference Major (Comprehensive Plan Map Amendment, Zone Change, Design Review, Subdivision Master Plan, and Impact Mitigation Plan)	\$2,100
Minor	\$1,500
Pre-Application Conference for PUD/PD Final Development Plan	\$728
Statewide Planning Goal	\$30,215
Tree Preservation Violation Review (III)	\$7,025
Tree Review (II)	\$4,064
Zoning Map Amendment	\$5,920
Other Unassigned Reviews Type I	\$2,492
Type II / IIx	\$2,971
Type III	\$7,025
Other Planning Services	
Appeals Type II / IIx	\$250
Type III	½ of application
Design Advice Request	\$1,391
Early Land Use Review Assistance	\$500
Early Plan Review	\$500
Expert Consultation (above base fee)	\$80 per hour
Hourly Rate for Land Use Services	\$90
Limited Consultation / Land Division Appointment	\$150

Exhibit A to Land Use Fee Resolution (for Services Provided by Portland)

Plan Check	\$1.34 per \$1,000 valuation
Residential and commercial	\$97 minimum
Community Design Standards Plan Check	\$.003 of valuation
Environmental Plan Check	\$727
Pre-Development Conference	\$978
Property Line Adjustment	\$941
Renotification Fee	\$493
Transcripts	Actual cost
Zoning Confirmation	
Tier A (bank letter, new DMV)	\$277
Tier B (zoning/development analysis, nonconforming standard evidence, notice of use determination)	\$804
Lot Segregation	\$400
Lot Segregation with Property Line Adjustment	\$1,046
DMV Renewal	\$43

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-4

Est. Start Time: 10:10 AM

Date Submitted: 08/11/04

Requested Date: August 26, 2004

Time Requested: 2 minutes

Department: Sheriff's Office

Division: Business Services

Contact/s: Christine Kirk or Larry Aab

Phone: 503.988.4301

Ext.: 84301

I/O Address: 503/350

Presenters: Larry Aab

Agenda Title: Second Reading and Possible Adoption of an Ordinance Amending MCC Chapter 15, Sheriff, Relating to Alarm Systems

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?** Approve first reading of Ordinance amending MCC Chapter 15, Sheriff, relating to alarm systems.
 - 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Over the last year, law enforcement agencies in east Multnomah County responded to 3,311 false alarms, an average of 276 per month, or 9 per day. More than 6,700 east county citizens use alarms in their homes or businesses.

Ordinance 610 enacted in 1989 created the current Burglary and Robbery Alarm law. It was last amended in 1994 to coordinate County regulation of burglary and robbery alarms with regulation by the City of Portland and other Multnomah County cities. At that time, not all cities had enacted their own alarm system code or performed their own enforcement. Currently, only one city, Maywood Park, does not have its own alarm system code or perform its own enforcement. It is necessary to update this ordinance to clarify notice and other provisions and delete obsolete or unnecessary language.

The new ordinance will reflect a philosophical change in how the alarms are administered. The current ordinance provides for fees and fines to be collected and used for the administration of the ordinance, then dispersed to the participating agencies based on a "percent of alarms" formula. The new ordinance recognizes that the method of enforcement and sanction of false alarms on its citizens is a matter of public concern to each political entity and should be assessed as a separate action from the management of the permitting process. Therefore, the alarm administration is operated through fee based revenue with sanctions set by each jurisdiction.

The chart below summarizes the changes in fee and fine structure agreed to by each jurisdiction. It should be noted that the city of Portland does not participate in the alarm ordinance and is listed for comparative purposes only.

	Managed by the Multnomah County Alarm Unit under IGA with the Cities						
	Gresham	Fairview	Troutdale	Wood Village	Multnomah County/Maywood Park - Current	Multnomah County/Maywood Park - Proposed	Portland
Residential Permit Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$12.00	\$25.00	\$25.00
Commercial Permit Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$12.00	\$25.00	\$125.00
1 st False Alarm	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 nd False Alarm	\$75.00	\$75.00	\$75.00	\$75.00	\$50.00	\$50.00	\$50.00
3 rd False Alarm	\$100.00	\$100.00	\$100.00	\$100.00	\$50.00	\$75.00	\$50.00
4 th False Alarm	\$200.00/PS	\$200.00/PS	\$200.00/PS	\$200.00/PS	\$100.00/PS	\$100.00/PS	\$100.00/PS
5 th False Alarm	\$300.00/PS	\$300.00/PS	\$300.00/PS	\$300.00/PS	\$100.00/PS	\$200.00/PS	\$100.00/PS
Late Fees	\$100.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

PS = Possible Suspension of Police Service

3. Explain the fiscal impact (current year and ongoing).

The current intergovernmental agreement with the cities participating in this program defines that excess revenue collected by the program, above operating expenses, be returned to the cities in proportion to the number of alarm permits in that city. Based on current alarm permits fee revenues will increase approximately \$87,100. False alarm fine revenue will be dependant upon frequency and location of the false alarm. The change in fees and fine sanctions will sufficiently change the amount of revenue generated by the program to require a supplemental budget.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet. N/A

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A


- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain: N/A

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

- 4. Explain any legal and/or policy issues involved. N/A**
- 5. Explain any citizen and/or other government participation that has or will take place.** Alarm permit administration is a collaboration of each government participating in the alarm unit program. Common administration of the programs allows for greater efficiencies in administration of the ordinance. An Alarm Ordinance Task Force comprised of representatives of each contracting government meet regularly to review and make policy recommendations for alarm administration.

Required Signatures:



Department/Agency Director: _____

Date: 8/10/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

Amending MCC Chapter 15, Sheriff, Relating to Alarm Systems

Multnomah County Ordains as follows:

Section 1. MCC § 15.701 is amended to read as follows:

§ 15.701 Purpose And Scope.

(A) The purpose of this subchapter is to encourage alarm users and alarm businesses to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems to prevent unnecessary responses to false alarms and thereby to protect the emergency response capability of the county from misuse.

(B) This subchapter governs burglary and robbery alarm systems, requires permits, establishes fees, provides for allocation of revenues and deficits, provides for fees for excessive false alarms, provides for no response to alarms, provides for punishment of violations and establishes a system of administration.

(C) Revenue generated in excess of costs to administer this subchapter shall be allocated for the use of participating law enforcement agencies to recover costs associated with alarm response and for public education and training programs in reduction of false alarms in accordance with § 15.711.

(D) The provisions of this subchapter shall apply in any city in the county which has consented to the application of this subchapter. The provisions of this subchapter shall not apply in any city in the county which has in effect an ordinance having the same purpose as this subchapter and which is administered by the county pursuant to an intergovernmental agreement.

Section 2. MCC § 15.702 is amended to read as follows:

§ 15.702 Definitions.

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

ALARM BUSINESS. The business by any individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or facility.

ALARM SYSTEM. Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which law enforcement officers are expected to respond.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 1047

Amending MCC Chapter 15, Sheriff, Relating to Alarm Systems

Multnomah County Ordains as follows:

Section 1. MCC § 15.701 is amended to read as follows:

§ 15.701 Purpose And Scope.

(A) The purpose of this subchapter is to encourage alarm users and alarm businesses to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems to prevent unnecessary responses to false alarms and thereby to protect the emergency response capability of the county from misuse.

(B) This subchapter governs burglary and robbery alarm systems, requires permits, establishes fees, provides for allocation of revenues and deficits, provides for fees for excessive false alarms, provides for no response to alarms, provides for punishment of violations and establishes a system of administration.

(C) Revenue generated in excess of costs to administer this subchapter shall be allocated for the use of participating law enforcement agencies to recover costs associated with alarm response and for public education and training programs in reduction of false alarms in accordance with § 15.711.

(D) The provisions of this subchapter shall apply in any city in the county which has consented to the application of this subchapter. The provisions of this subchapter shall not apply in any city in the county which has in effect an ordinance having the same purpose as this subchapter and which is administered by the county pursuant to an intergovernmental agreement.

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ALARM SYSTEM. Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity requiring urgent attention and to which law enforcement officers are expected to respond.

ALARM USER. The person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.

AUTOMATIC DIALING DEVICE. A device which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by voice message or code signal an emergency message indicating a need for emergency response. Such a device is an alarm system.

BUREAU OF EMERGENCY COMMUNICATIONS. The city or county facility used to receive emergency and general information from the public to be dispatched to the respective law enforcement departments utilizing the bureau.

BURGLARY ALARM SYSTEM. An alarm system signaling an entry or attempted entry into the area protected by the system.

ECONOMICALLY DISADVANTAGED PERSON. A person receiving public assistance or food stamps.

FALSE ALARM. An alarm signal, eliciting a response by a law enforcement officer when a situation requiring a response by such officer does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

INTERCONNECT. To connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.

NO RESPONSE. Law enforcement officers will not be dispatched to investigate a report of an alarm signal.

NOTICE. All notices in this ordinance required to be given by the Sheriff to an alarm user or alarm business shall be by certified mail with return receipt. **NOTICE**, whether actual or constructive, is presumed to be given when the Sheriff receives the return receipt.

PRIMARY TRUNK LINE. A telephone line serving the Bureau of Emergency Communications that is designated to receive emergency calls.

ROBBERY ALARM SYSTEM. An alarm system signaling a robbery.

SHERIFF. The Multnomah County Sheriff, or designee.

SOUND EMISSION CUTOFF FEATURE. A feature of an alarm system which will cause an audible alarm to stop emitting sound.

SYSTEM BECOMES OPERATIVE. When the alarm system is capable of eliciting a response by law enforcement officers.

Section 3. MCC § 15.703 is amended to read as follows:

§ 15.703 Permits Required.

(A) Every alarm user shall obtain an alarm user's permit for each system from the Sheriff within 30 days of the time when the system becomes operative. Users of systems using both robbery and burglary alarm capabilities shall obtain a separate permit for each function. Application for a burglar or robbery alarm user's permit and a fee for each in an amount set by Board resolution shall be filed with the Sheriff each year. Each permit shall bear the signature of the Sheriff and be valid for a one-year period. The permit shall be physically upon the premises using the alarm system and shall be available for inspection by the Sheriff.

(B) If a residential alarm user is over the age of 62 or is an economically disadvantaged person and is a resident of the residence, and if no business is conducted in the residence, a user's permit may be obtained from the Sheriff's office according to subsection (A) without the payment of a fee.

(C) A late fee in an amount set by Board resolution will be charged in addition to the fee provided in subsection (A) to an alarm user who fails to obtain a permit within 30 days after the system becomes operative, or who is more than 30 days delinquent in renewing a permit.

(D) If an alarm user fails to renew a permit within 30 days after the permit expires, the Sheriff will notify the alarm user that, unless the permit is renewed and all fees are paid within 30 days of receipt of notice, the Sheriff will initiate the no response process. If the permit is not renewed and all fees paid, the Sheriff will initiate the no response process and make notifications as provided in § 15.705(C).

Section 4. MCC § 15.704 is amended to read as follows:

§ 15.704 Excessive False Alarms Fees.

(A) Fees for excessive false alarms will be assessed by the Sheriff as set by Board resolution.

(B) The Sheriff will notify the alarm user and the alarm business of a false alarm, the fees for excessive false alarms, if any, and the consequences of the failure to pay the fees. The Sheriff will also inform the alarm user of his or her right to appeal the validity of the false alarm to the Sheriff, as provided in § 15.709.

(C) A late fee in an amount set by Board resolution will be charged in addition to the fee provided in subsection (A) to an alarm user who fails to pay the excessive false alarm fees within 30 days after receipt of the notice.

(D) If the alarm user fails to pay the excessive false alarm fee within 30 days after receipt of initial notice and no appeal is pending, the Sheriff will notify the alarm user that unless all fees are paid within seven days of receipt of notice, the Sheriff will initiate the no response process. If payment is not received within seven days of the date the Sheriff receives the return receipt, the Sheriff will initiate the no response process, make notifications as provided in § 15.705(C) and may initiate the enforcement of penalties.

Penalty, see § 15.999

Section 5. MCC § 15.705 is amended to read as follows:

§ 15.705 Excessive False Alarms; No Response.

(A) After the fourth false alarm within the permit year there will be no law enforcement response to subsequent alarms without approval of the Sheriff.

(B) After a false alarm, the Sheriff shall also notify the alarm user that:

(1) After the fourth false alarm within the permit year, there will be no response to subsequent alarms without the approval of the Sheriff; and

(2) Approval of the Sheriff may only be obtained by applying in writing for reinstatement. The Sheriff may reinstate the alarm user upon a finding that reasonable effort has been made to correct the false alarms.

(C) When the no response process is initiated, the Sheriff shall notify:

(1) The Bureau of Emergency Communications;

(2) The alarm user;

(3) Any alarm business employed by the alarm user; and

(4) The persons listed on the alarm user's permit who are to be contacted in case of emergency, by certified mail with return receipt.

(D) No response to an alarm shall begin seven days after the date the Sheriff receives return receipts from the notices provided in subsection (C) unless a written request for a false alarm validity hearing has been made in the time period required under § 15.709.

Section 6. MCC § 15.706 is amended to read as follows:

§ 15.706 Special Permits.

(A) An alarm user required by federal, state, county or city law to install, maintain and operate an alarm system shall be subject to this subchapter, provided:

(1) A permit shall be designated a special alarm user's permit;

(2) A special alarm user's permit for a system which has four false alarms in a permit year shall not be subject to the no response procedure and shall pay the regular fee; and

(3) The payment of any fee provided for in subsection (A)(2) shall not be deemed to extend the term of the permit.

(B) An alarm user that is a government unit is subject to this subchapter.

Section 7. MCC § 15.709 is amended to read as follows:

§ 15.707 User Instructions.

(A) Every alarm business selling, leasing or furnishing to any user an alarm system which is installed on premises located in the area subject to this subchapter shall furnish the user with instructions that provide information to enable the user to operate the alarm system properly and to obtain service for the alarm system at any time. The alarm business shall also inform each alarm user of the requirement to obtain a permit and where it can be obtained.

(B) Standard form instructions shall be submitted by every alarm business to the Sheriff. If the Sheriff reasonably finds such instructions to be incomplete, unclear or inadequate, the Sheriff may require the alarm business to revise the instructions to comply with subsection (A) and then to distribute the revised instructions to its alarm users.

Penalty, see § 15.999

Section 8. MCC § 15.709 is amended to read as follows:

§ 15.709 Hearing.

(A) An alarm user who wants to appeal validity of a false alarm determination may appeal to the Sheriff for a hearing. The appeal must be in writing and must be received by the Sheriff within seven days of the alarm user having received notice of the false alarm determination from the Sheriff. Failure to contest the determination in the required time period results in a conclusive presumption for all purposes that the alarm was false.

(B) If a hearing is requested, the Sheriff will notify the alarm user of the time and place of the hearing at least ten days prior to the hearing date, which date shall not be more than 21 nor less than ten days after the request for hearing is received.

(C) The hearing shall be before the Sheriff. The alarm user shall have the right to present written and oral evidence, subject to the right of cross examination. If the Sheriff determines that the false alarms alleged have occurred in a permit year, the Sheriff shall issue written findings waiving, expunging or entering a false alarm designation on an alarm user's record at his discretion. If false alarm designations are entered on the alarm user's record, the Sheriff shall pursue fee collection as set out in § 15.704.

(D) The Sheriff may appoint another person to be a hearings officer to hear the appeals and to render a decision at the hearing.

Section 9. MCC § 15.712 is amended to read as follows:

§ 15.712 Allocation Of Revenues And Expenses.

(A) All revenue collected pursuant to this subchapter or an ordinance of a city having the same purpose as this subchapter and which is administered by the county pursuant to an intergovernmental agreement shall be general fund revenue of the county. The county shall maintain records sufficient to identify the sources and amounts of that revenue.

(B) The county shall maintain records in accordance with sound accounting principles sufficient to determine on a fiscal year basis the direct costs of administering this subchapter and ordinances of cities having the same purpose as this subchapter and which are administered by the county pursuant to an intergovernmental agreement, including salaries and wages (excluding the Sheriff individually), travel, office supplies, postage, printing, facilities, office equipment and other properly chargeable costs.

(C) The county shall render an account to each city having an ordinance having the same purpose as this subchapter and which is administered by the county pursuant to an intergovernmental agreement.

(D) Distribution by the county of any excess revenue or payment of allocated deficit amounts by a city shall be made in accordance with the terms of the intergovernmental agreement with the city.

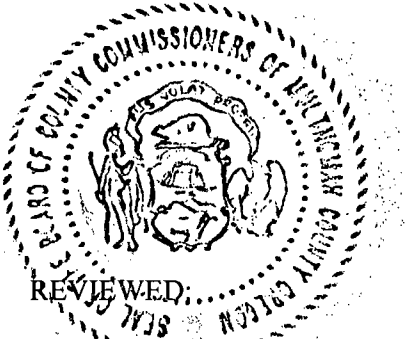
(E) **SOUND ACCOUNTING PRINCIPLES**, as used in this section, shall include, but not be limited to, practices required by the terms of any state or federal grant or regulations applicable thereto which relate to the purpose of this subchapter.

FIRST READING:

August 19, 2004

SECOND READING AND ADOPTION:

August 26, 2004



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Susan M. Dunaway
Susan M. Dunaway, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-5

Est. Start Time: 10:15 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 Minutes per Agency

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Public Hearing and Consideration of a Resolution Authorizing the Transfer of Tax Foreclosed Property to the City of Portland Environmental Services, for Non Housing, Public Purposes

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation?

Approve the transfer of five tax foreclosed properties described in the attached deed (Property) for minimal monetary consideration to the City of Portland Environmental Services, for non-housing, public purposes.

2. Please provide sufficient background information for the Board and the public to understand this issue.

On April 15, 2004, in accordance with Multnomah County Code Chapter 7, these properties were made available on a list of tax foreclosed properties offered to governmental agencies for non-housing public purposes.

The County received the formal requests for these Properties within the sixty days as required by MCC Section 7.407. No other applications for these Properties were

received by the Tax Title Division. The Division has reviewed the requests, and they are in compliance with ORS 271.330 and MCC Section 7.407.

On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Division to publish notice of the hearing. The division has published the hearing notice in accordance with the resolution.

At the conclusion of the hearing, the Board may approve the transfer if it determines the transfer serves the public interest and determine whether it will be for monetary consideration (MCC Section 7.407(F)).

3. Explain the fiscal impact (current year and ongoing).

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publications, processing transfer requests, title reports, preparation of Board documents and recording fees. The proposed transfers of the Properties provide for minimal consideration to the County for these costs.

4. Explain any legal and/or policy issues.

No legal issues are expected to develop as a result of this action.

5. Explain any citizen and/or other government participation that has or will take place.

Notification of the Board Meeting on August 26, 2004, at which approval of the transfers is expected, was given. Citizens may comment on the proposed transfers at the Board meeting.

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 07/27/04

Budget Analyst

By:

Date:

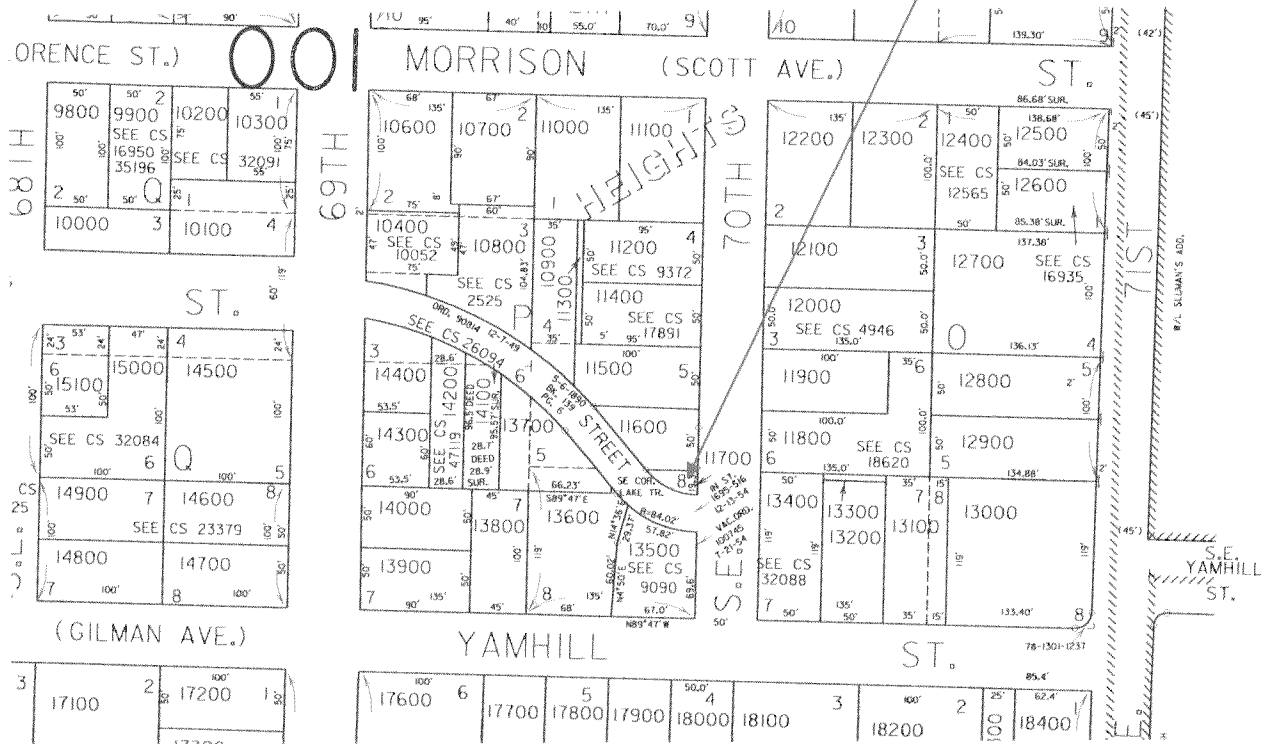
Dept/Countywide HR

By:

Date:

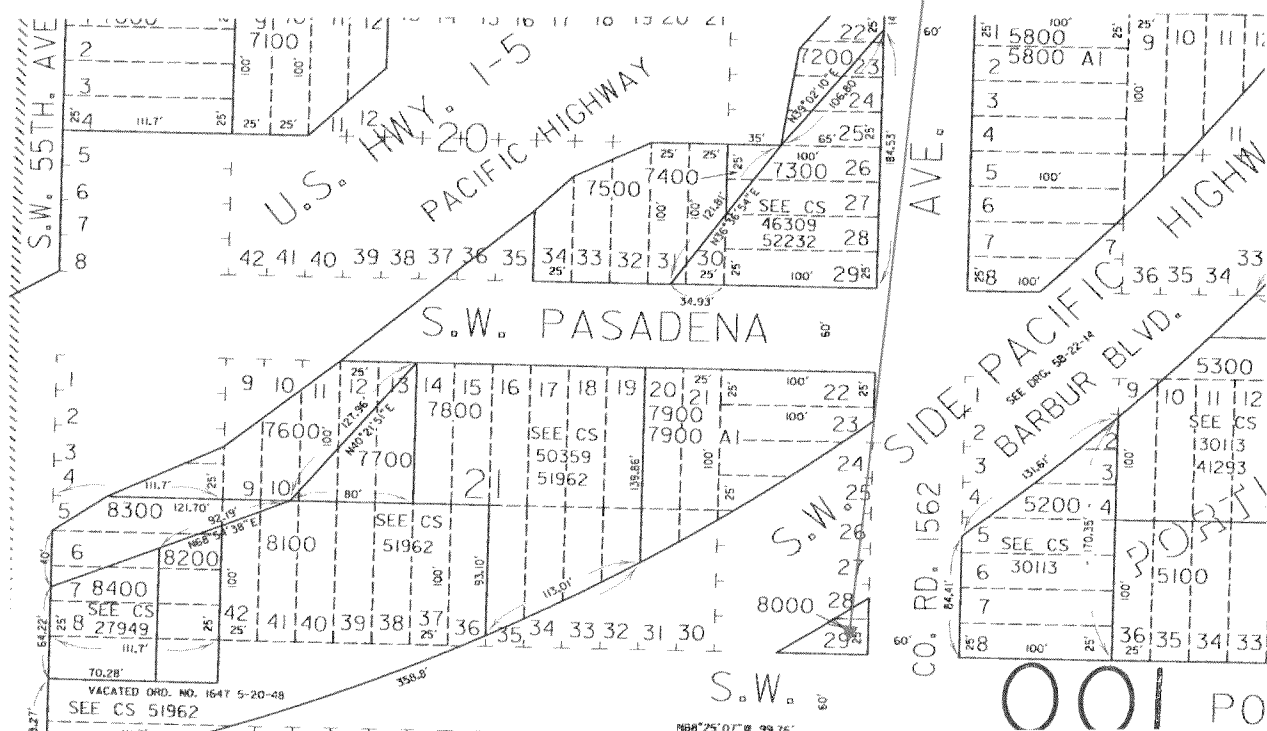
PARCEL NO. 3.:

Property Tax Account Number R283085 / R81860-3620; 1S2E05BA 11700



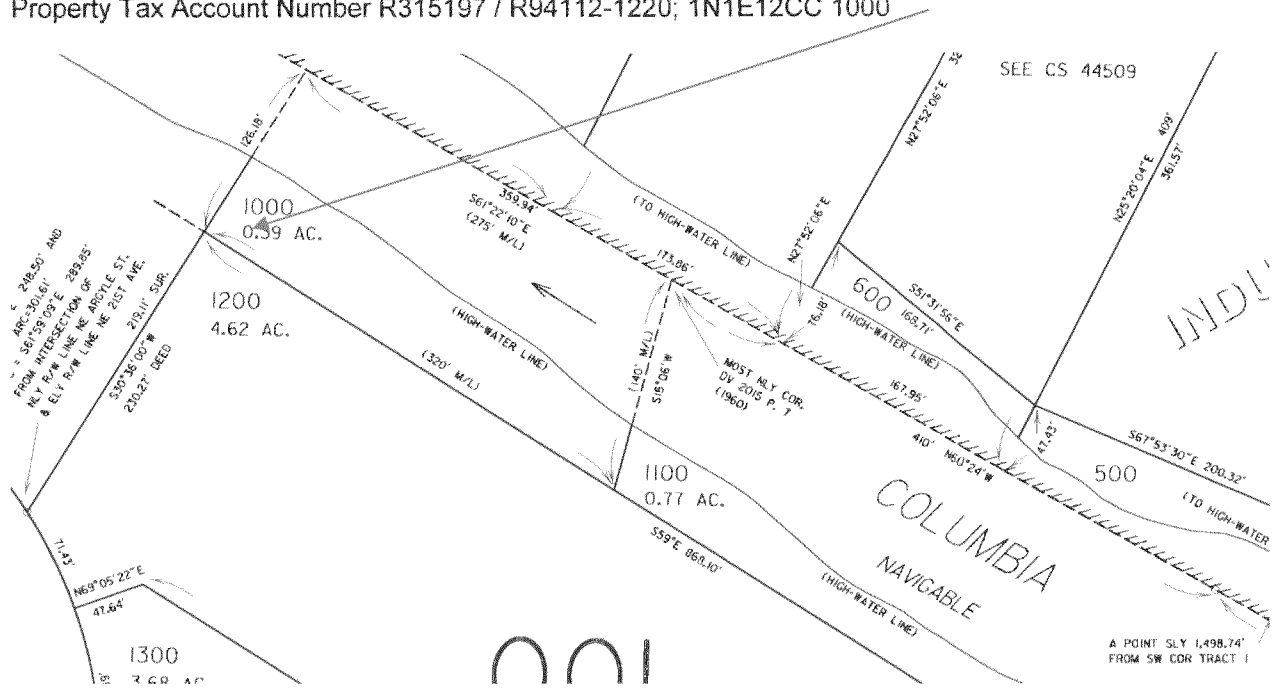
PARCEL NO. 4.:

Property Tax Account Number R302301 / R89460-3940; 1S1E31AB 8000



PARCEL NO. 5.:

Property Tax Account Number R315197 / R94112-1220; 1N1E12CC 1000



BOGSTAD Deborah L

From: GRACE Becky J
Sent: Wednesday, July 28, 2004 3:16 PM
To: BOGSTAD Deborah L
Subject: FW: Gov Transfer Documents for August 26 Board Agenda

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

From: CREAN Christopher D
Sent: Tuesday, July 27, 2004 12:40 PM
To: GRACE Becky J
Subject: RE: Gov Transfer Documents for August 26 Board Agenda

Oops, you're right, I forgot about our process.

I have reviewed the attached property sale documents and they may be circulated for signature.

- Chris

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

From: GRACE Becky J
Sent: Tuesday, July 27, 2004 12:37 PM
To: CREAN Christopher D
Subject: Gov Transfer Documents for August 26 Board Agenda

Hi Chris,

I made the change that you suggested and was hoping that you would approve these doc's in an email to me so I can send them to Deb Bogstad.

Thank you for your help!

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

7/28/2004

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Approving Transfer of Tax Foreclosed Property to the City of Portland, for Non-Housing, Public Purposes.

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Portland Environmental Services has requested transfer of five tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004, the Board scheduled a public hearing for August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined these Properties are no longer needed by the County and are eligible for transfer for public purposes, and the transfer will serve the public interest and will be for minimal monetary consideration.

The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred to the City of Portland, (City), with a minimal monetary consideration provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:
THE CITY OF PORTLAND
BUREAU OF ENVIRONMENTAL SERVICES
1120 SW 5TH AVE, RM 1000
PORTLAND OR 97204

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO THE CITY OF PORTLAND

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following five separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
CITY OF PORTLAND
ENVIRONMENTAL SERVICES

By _____
Christopher D. Crean, Assistant County Attorney

By _____
Dean Marriott, Director

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 - D051973 LEGAL DESCRIPTION

Portion of Lots 1 and 2, Block 41, CAPITOL HILL, a recorded plat, recorded May 29, 1907, in Plat Book 400, Page 39 (on S.W. Capitol Hill Road, near S.W. Spring Garden Street), as follows:

All that portion of said Lots 1 and 2 lying between S.W. Spring Garden Street and S.W. Capitol Hill Road, County Road No. 876.

Tax Account No.: R127054

Amount Paid for Transfer \$200

PARCEL NO. 2 – D051974 LEGAL DESCRIPTION

Except North 15 feet, Except Part in Street, Lot 9, Block 32; CENTRAL ALBINA

Tax Account No.: R131309

Amount Paid for Transfer \$100

PARCEL NO. 3 – D051975 LEGAL DESCRIPTION

That part of Lot 8, lying Northeasterly of Portland Traction Company's right-of-way, in Block "P", TABOR HEIGHTS, within the corporate limits of the City of Portland, according to the duly recorded plat thereof on file in the office of the County Clerk of the County of Multnomah, State of Oregon, Except Part in Street.

Tax Account No.: R283085

Amount Paid for Transfer \$100

PARCEL NO. 4 – D051976 LEGAL DESCRIPTION

Except part taken for Highway, Lot 28 & 29, Block 21; WEST PORTLAND PARK

Tax Account No.: R302301

Amount Paid for Transfer \$100

PARCEL NO. 5 – D051977 LEGAL DESCRIPTION

A tract of land in the Southeast one-quarter of Section 11 and the Southwest one-quarter of Section 12 all in Township 1 North, Range 1 East, W.M., in Multnomah County, State of Oregon described as follows:

Commencing at the intersection of the Northerly right of way line of N.E. Argyle St. and the Easterly right of way line of N.E. 21st Ave., thence South 89°51'30" East, along the Northerly line of said N.E. Argyle St., 248.50 feet to the beginning of a curve; thence continuing, along said Northerly line, along a 310.00 foot radius curve to the right, through a central angle of 55°44'42" an arc distance of 301.61 feet to a point; tract to be described; thence North 30°36'00" East 230.27 feet to the most Northerly corner of that tract of land conveyed Security Capitol Industrial Trust and described as Parcel 2 in Book 2776 on Page 809 recorded on Nov. 1, 1993, in said County's Records and the TRUE POINT of BEGINNING of the tract of land to be described; thence Northerly, along the Northerly extension of the West line of said Security tract, 116 feet more or less to the centerline of the Columbia Slough; thence Southeasterly, along the said

centerline, 290 feet more or less to the most Northerly corner of that tract of land conveyed to Arnold Egger et al, in Book 2015 on Page 7 recorded on June 22, 1960, in said County's Records; thence South, along the West line of said Egger tract, 132 feet more or less to the Northerly line of said Security tract; thence Northwesterly, along the said Northerly line, 320 feet more or less to the point of Beginning.

EXCEPT, therefrom any portion lying below the high water line of the Columbia Slough, per the Oregon Division of State Lands.

Tax Account No.:	R315197
Amount Paid for Transfer	\$100

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 8/26/04

SUBJECT: Property Transfer

AGENDA NUMBER OR TOPIC: _____

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Mindy Brooks

ADDRESS: 1120 SW 5th Ave, Rm 1000

CITY/STATE/ZIP: Portland, OR

PHONE: DAYS: 503-823-5625 EVES: N/A

EMAIL: mindy.b@bes.ci.portland.or.us FAX: N/A

SPECIFIC ISSUE: use of properties request by
City of Portland Environmental Services

WRITTEN TESTIMONY: _____

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 04-129

Approving Transfer of Tax Foreclosed Property to the City of Portland, Environmental Services, for Non-Housing, Public Purposes

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Portland Environmental Services has requested transfer of five tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004, the Board scheduled a public hearing for August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined these Properties are no longer needed by the County and are eligible for transfer for public purposes, and the transfer will serve the public interest and will be for minimal monetary consideration.

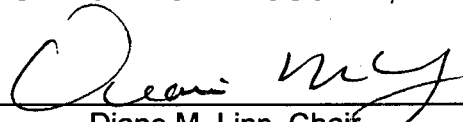
The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred to the City of Portland, (City), with a minimal monetary consideration provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

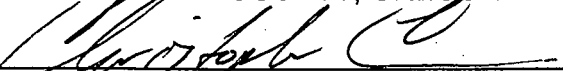


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Diane M. Linn, Chair

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By 

Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:

THE CITY OF PORTLAND
BUREAU OF ENVIRONMENTAL SERVICES
1120 SW 5TH AVE, RM 1000
PORTLAND OR 97204

After recording return to:

MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO THE CITY OF PORTLAND

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following five separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

ACCEPTED:
CITY OF PORTLAND
ENVIRONMENTAL SERVICES

By _____
Dean Marriott, Director

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 - D051973 LEGAL DESCRIPTION

Portion of Lots 1 and 2, Block 41, CAPITOL HILL, a recorded plat, recorded May 29, 1907, in Plat Book 400, Page 39 (on S.W. Capitol Hill Road, near S.W. Spring Garden Street), as follows:

All that portion of said Lots 1 and 2 lying between S.W. Spring Garden Street and S.W. Capitol Hill Road, County Road No. 876.

Tax Account No.: R127054
Amount Paid for Transfer \$200

PARCEL NO. 2 - D051974 LEGAL DESCRIPTION

Except North 15 feet, Except Part in Street, Lot 9, Block 32; CENTRAL ALBINA

Tax Account No.: R131309
Amount Paid for Transfer \$100

PARCEL NO. 3 - D051975 LEGAL DESCRIPTION

That part of Lot 8, lying Northeasterly of Portland Traction Company's right-of-way, in Block "P", TABOR HEIGHTS, within the corporate limits of the City of Portland, according to the duly recorded plat thereof on file in the office of the County Clerk of the County of Multnomah, State of Oregon, Except Part in Street.

Tax Account No.: R283085
Amount Paid for Transfer \$100

PARCEL NO. 4 - D051976 LEGAL DESCRIPTION

Except part taken for Highway, Lot 28 & 29, Block 21; WEST PORTLAND PARK

Tax Account No.: R302301
Amount Paid for Transfer \$100

PARCEL NO. 5 - D051977 LEGAL DESCRIPTION

A tract of land in the Southeast one-quarter of Section 11 and the Southwest one-quarter of Section 12 all in Township 1 North, Range 1 East, W.M., in Multnomah County, State of Oregon described as follows:

Commencing at the intersection of the Northerly right of way line of N.E. Argyle St. and the Easterly right of way line of N.E. 21st Ave., thence South 89°51'30" East, along the Northerly line of said N.E. Argyle St., 248.50 feet to the beginning of a curve; thence continuing, along said Northerly line, along a 310.00 foot radius curve to the right, through a central angle of 55°44'42" an arc distance of 301.61 feet to a point; tract to be described; thence North 30°36'00" East 230.27 feet to the most Northerly corner of that tract of land conveyed Security Capitol Industrial Trust and described as Parcel 2 in Book 2776 on Page 809 recorded on Nov. 1, 1993, in said County's Records and the TRUE POINT of BEGINNING of the tract of land to be described; thence Northerly, along the Northerly extension of the West line of said Security tract, 116 feet more or less to the centerline of the Columbia Slough; thence Southeasterly, along the said

centerline, 290 feet more or less to the most Northerly corner of that tract of land conveyed to Arnold Egger et al, in Book 2015 on Page 7 recorded on June 22, 1960, in said County's Records; thence South, along the West line of said Egger tract, 132 feet more or less to the Northerly line of said Security tract; thence Northwesterly, along the said Northerly line, 320 feet more or less to the point of Beginning.

EXCEPT, therefrom any portion lying below the high water line of the Columbia Slough, per the Oregon Division of State Lands.

Tax Account No.:	R315197
Amount Paid for Transfer	\$100

THE CITY OF PORTLAND
BUREAU OF ENVIRONMENTAL SERVICES
1120 SW 5TH AVE, RM 1000
PORTLAND OR 97204

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO THE CITY OF PORTLAND

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following five separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.


IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.



REVIEWED: **AGNES SOWLE, COUNTY ATTORNEY**
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

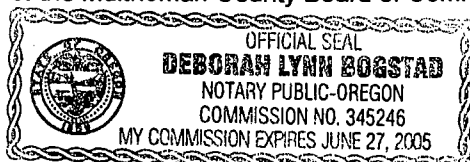

Diane M. Linn, Chair

ACCEPTED:
CITY OF PORTLAND
ENVIRONMENTAL SERVICES

By Dean Marriott, Director

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

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Amount Paid for Transfer \$200

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Tax Account No.: R283085
Amount Paid for Transfer \$100

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Except part taken for Highway, Lot 28 & 29, Block 21; WEST PORTLAND PARK

Tax Account No.: R302301
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centerline, 290 feet more or less to the most Northerly corner of that tract of land conveyed to Arnold Egger et al, in Book 2015 on Page 7 recorded on June 22, 1960, in said County's Records; thence South, along the West line of said Egger tract, 132 feet more or less to the Northerly line of said Security tract; thence Northwesterly, along the said Northerly line, 320 feet more or less to the point of Beginning.

EXCEPT, therefrom any portion lying below the high water line of the Columbia Slough, per the Oregon Division of State Lands.

Tax Account No.:	R315197
Amount Paid for Transfer	\$100

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-6

Est. Start Time: 10:17 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 Minutes per Agency

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Public Hearing and Consideration of a Resolution Authorizing the Transfer of Four Tax Foreclosed Properties to the City of Portland, Parks and Recreation for Non Housing, Public Purposes

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approve the transfer of four tax foreclosed properties described in the attached deed (Property) for minimal consideration to the City of Portland Parks and Recreation, for non-housing, public purposes.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

On April 15, 2004, in accordance with Multnomah County Code Chapter 7, these properties were made available on a list of tax foreclosed properties offered to governmental agencies for non-housing public purposes.

The County received the formal requests for these Properties within the sixty days as required by MCC Section 7.407. The Properties will be used for park and recreation purposes. No other applications for these Properties were received by the Tax Title

Division. The Division has reviewed the requests, and they are in compliance with ORS 271.330 and MCC Section 7.407.

On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Division to publish notice of the hearing. The division has published the hearing notice in accordance with the resolution.

At the conclusion of the hearing, the Board may approve the transfer if it determines the transfer serves the public interest and determine whether it will be for minimal monetary consideration (MCC Section 7.407(F)).

3. Explain the fiscal impact (current year and ongoing).

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publications, processing transfer requests, title reports, preparation of Board documents and recording fees. The proposed transfers of the Properties provide for minimal consideration to the County in the amount of \$800.

4. Explain any legal and/or policy issues.

No legal issues are expected to develop as a result of this action.

5. Explain any citizen and/or other government participation that has or will take place.

Notification of the Board Meeting on August 26, 2004, at which approval of the transfers is expected, was given. Citizens may comment on the proposed transfers at the Board meeting.

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 07/27/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

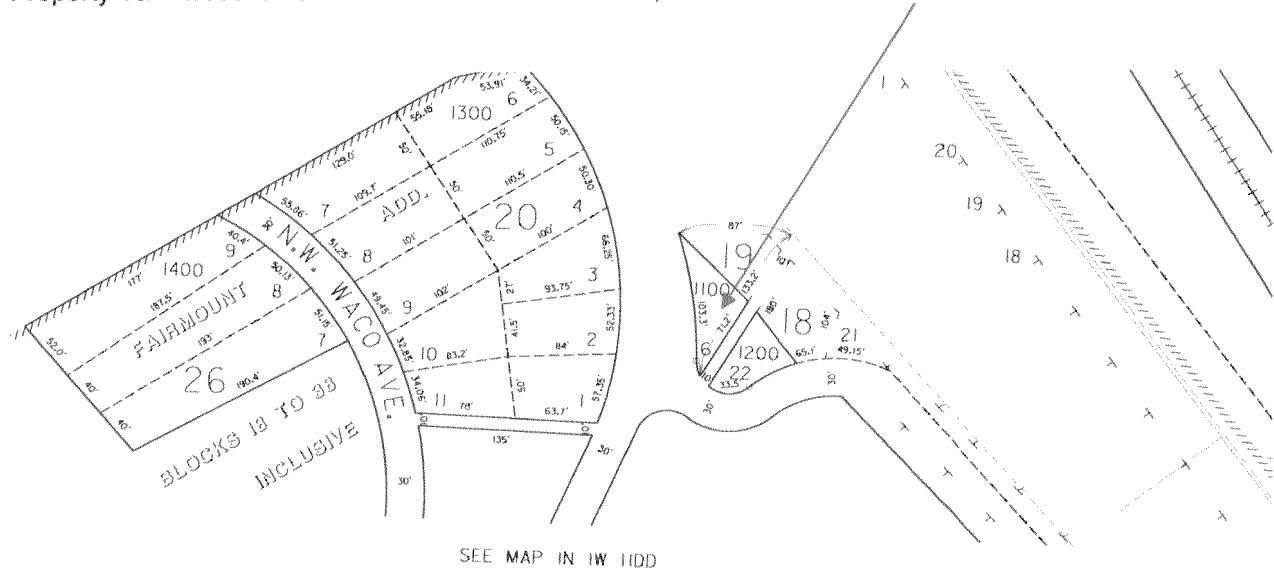
Date:

EXHIBIT A

PROPERTIES REQUESTED BY THE COP PARKS AND RECREATION

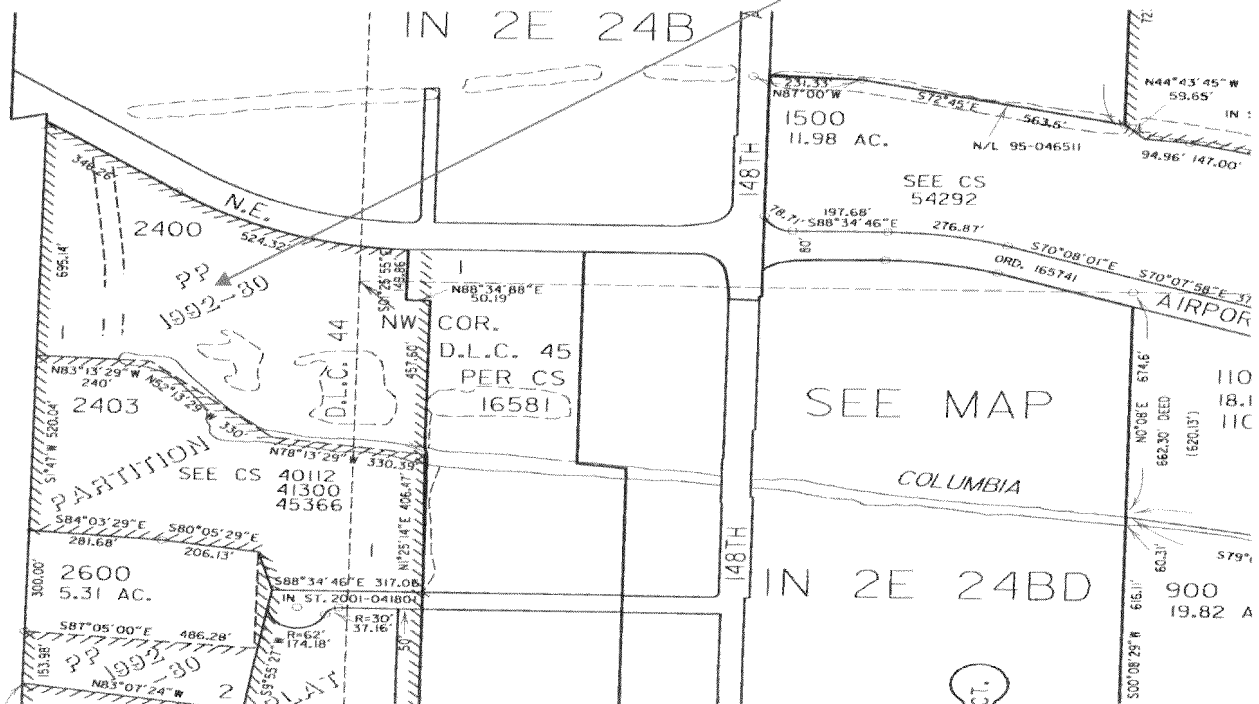
PARCEL NO. 1.:

Property Tax Account Number 159911 / R26740-2670; 1N1W11DA 1100



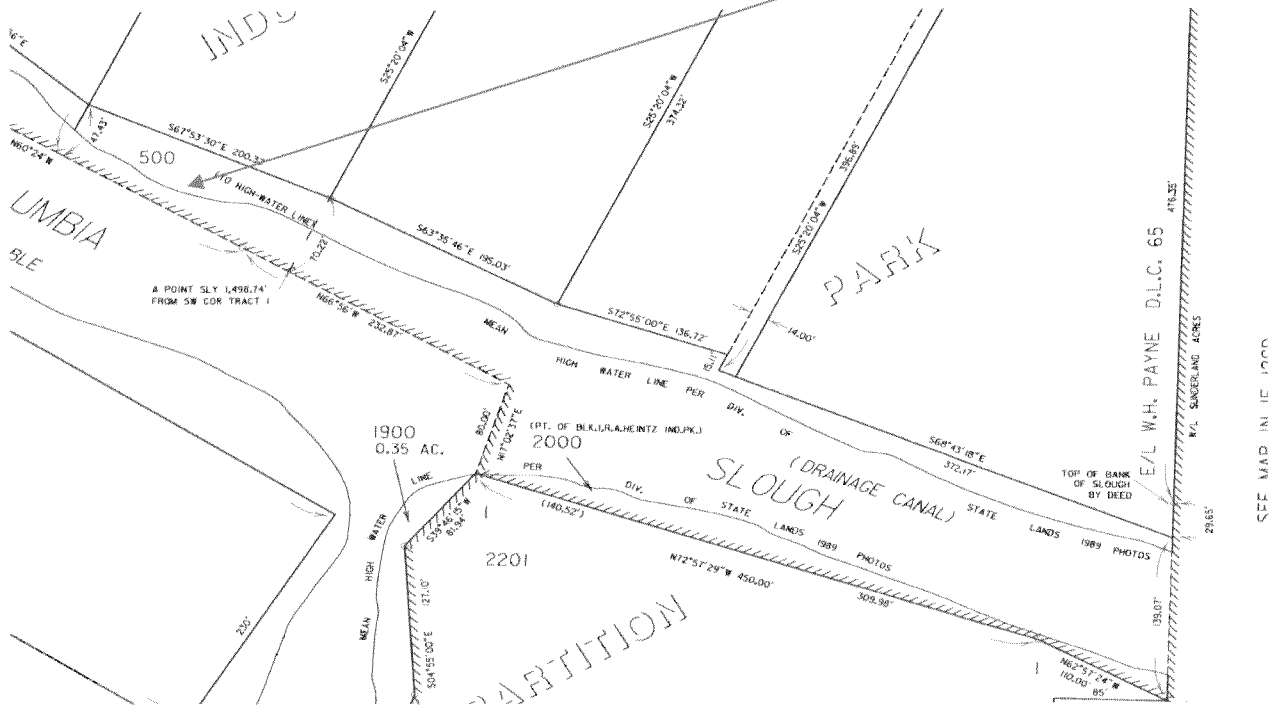
PARCEL NO. 2.:

Property Tax Account Number 237529 / R64972-4760; 1N2E24 2400



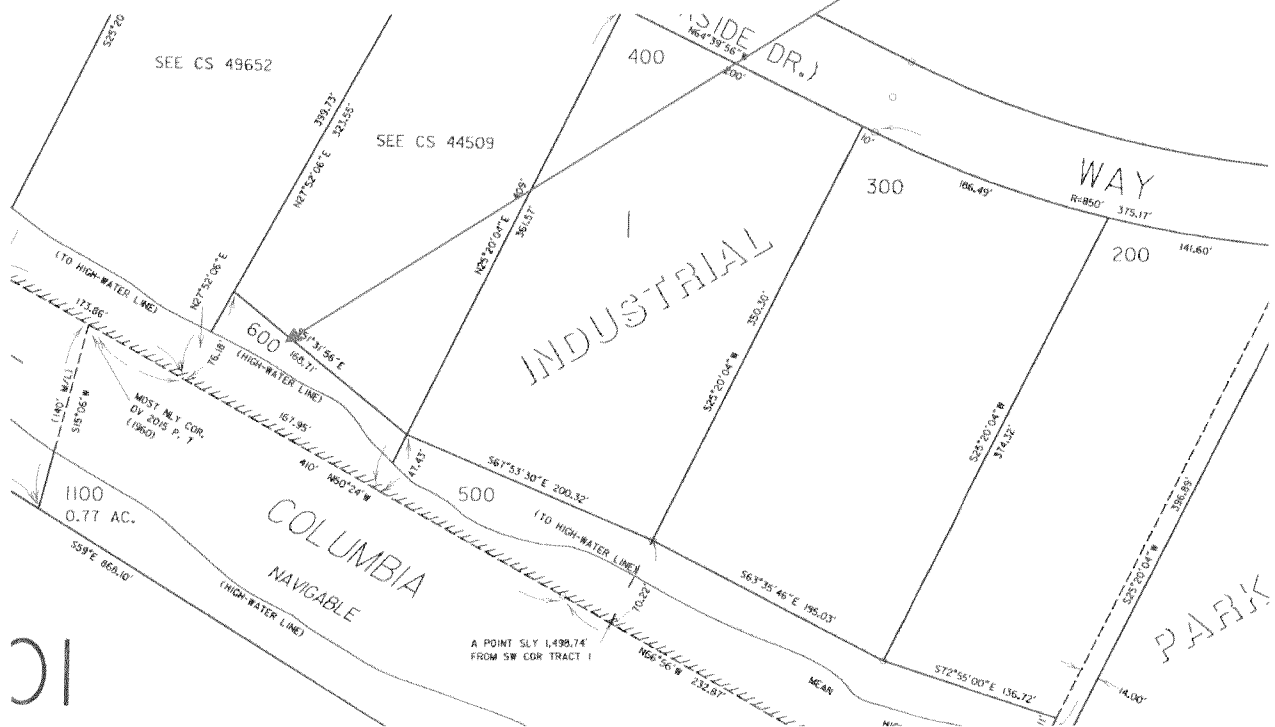
PARCEL NO. 3.:

Property Tax Account Number 251213 / R68270-0100; 1N1E12CC 500



PARCEL NO. 4.:

Property Tax Account Number 251220 / R68270-0170; 1N1E12CC 600



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Approving Transfer of Tax Foreclosed Property to the City Of Portland, Parks & Recreation for Non-Housing, Public Purposes

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City Of Portland, Parks & Recreation has requested transfer of four tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is no longer needed by the County and is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

The Multnomah County Board of Commissioners Resolves:

1. The Property described in the attached deed is transferred for minimal monetary consideration to the City Of Portland, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title to the Property shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements
shall be sent to the following address:
THE CITY OF PORTLAND
PARKS & RECREATION
1120 SW 5TH AVE ROOM 1302
PORTLAND OR 97204-1933

After recording return to:
MULTNOMAH COUNTY
TAX TITLE 503/4

DEED TO CITY OF PORTLAND, PARKS & RECREATION

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following four separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D Crean, Assistant County Attorney

ACCEPTED:
CITY OF PORTLAND,
BUREAU OF PARKS & RECREATION

By _____
Jim Francesconi, Commissioner of Public Utilities

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 – D051969 LEGAL DESCRIPTION

A tract of land in the Southeast One-Quarter of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, being a portion of Lot 6, Block 19 Fairmount Addition and described as follows:

All that part of Lot 6, Block 19, Fairmount Addition lying Southwesterly of the following described line: Beginning at the Northwestern corner of said Lot 6 and running thence to a point in the Southeasterly line of said Lot 6 being 71.20 feet Northeasterly from the Southerly corner thereof.

Tax Account No.: R159911
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051970 LEGAL DESCRIPTION

A tract of land in the Northwest One-Quarter of Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, being a portion of Parcel 1 of Partition Plat 1992-80 as recorded August 6, 1992 and described as follows:

Commencing at the Northwest corner of said Section 24; thence S06°22'16"E, a distance of 851.55 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set at the true point of beginning, said point being on the Southwesterly right-of-way line of N.E. Airport Way and is the Northwest corner of said Parcel 1 of Partition Plat 1992-80; thence Easterly along said right-of-way the following courses and distances: S55°52'52"E, a distance of 345.98 feet to a 5/8 inch iron rod with a yellow plastic cap marked "COP Survey"; thence along the arc of 860 foot radius curve to the left, through a central angle of 34°55'55" (the chord bears S73°20'49"E, a distance of 516.24 feet) an arc distance of 524.32 feet; thence leaving said right-of-way line, S01°25'55"E, a distance of 149.86 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set on the East line of a trail easement granted to City of Portland and recorded as document 94-034058, Multnomah County Deed Records; thence N88°34'05"E, a distance of 50.19 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set on the East line of said Parcel 1; thence along the Easterly, Southerly and Westerly lines of said Parcel 1 the following courses and distances: S01°25'55"E, a distance of 457.60 feet; thence N81°15'00"W, a distance of 324.45 feet; thence N55°15'00"W, a distance of 330.00 feet; thence N86°15'00"W, a distance of 240.00 feet to the Southwesterly corner thereof; thence N01°14'31"W, a distance of 695.03 feet to the point of beginning.

Tax Account No.: R237529
Amount Paid for Transfer \$500

PARCEL NO. 3 – D051971

A portion of Tract 1, R.A. HEINTZ INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

All that portion of the following lying northerly of the Mean High Water Line of the Columbia Slough.

BEGINNING at the Northeasterly corner of said Tract 1; thence North 89°57'16" West along the Southerly line of NE Riverside Way 126.47 feet to a point of the tangent curve; thence along said Southerly line, on the arc of a 850.00 foot radius curve to the right, through a central angle of 3°10'24" an arc distance of 47.08 feet (the chord bears North 88°52'04" West 47.08 feet) to the Northeast corner of a tract of land conveyed to W.S. Dubose, Inc., a Corporation by Deed recorded April 13, 1973 in Book 920, page 968, Deed Records; thence South 25°20'04" West 396.89 feet to the Southeast corner of said W.S. Dubose Inc. Tract and true point of beginning of the tract herein to be described; thence North 75°55'00" West 136.42 feet to an iron rod; thence North 53°35'46" West 195.03 feet to an iron rod; thence North 67°53'30" West 200.32 feet to an iron rod; thence South 25°20'04" West to the South line of said Tract 1; thence Easterly along the Southerly line of said Tract 1 to the Southeast corner thereof; thence North along the East line of said Tract 1, a distance of 139.07 feet to the Southeast corner of a tract conveyed to Coan in Book 1141, page 1263 (November 23, 1976); thence North 68°43'18" West a distance of 372.17 feet to the Southwest corner of said Coan Tract; thence North 25°20'04" East a distance of 15.11 feet to the point of beginning.

Tax Account No.: R251213
Amount Paid for Transfer \$100

PARCEL NO. 4 – D051972 LEGAL DESCRIPTION

A portion of Tract 1 of "R.A. HEINTZ INDUSTRIAL PARK", in the County of Multnomah, State of Oregon, described as follows:

Commencing at the Northeast corner of said Tract 1: thence North 89°57'16" West along the South line of Riverside Way, a distance of 126.47 feet to a point of tangent curve in said South line; thence Northwesterly along said South line on the arc of a 850.00 foot radius curve to the right, through a central angle of 25°17'20", an arc distance of 375.17 feet (the chord bears North 77°18'36" West 372.13 feet") to a point of tangency; thence North 64°39'56" West along said South line a distance of 210.00 feet to the point of beginning of the tract herein to be described; thence continuing North 64°39'56" West along said South line, a distance of 150.00 feet to a point; thence South 27°52'06" West a distance of 399.73 feet to a point in the South line of said Tract 1; thence South 61°22'10" East along said South line, a distance of 167.95 feet to a point; thence North 25°20'04" East a distance of 409.00 feet to the point of beginning.

EXCEPTING therefrom that portion conveyed to Millers of Utah Beef Boning and Fabricating, Inc. by Warranty Deed recorded December 14, 1973 in Book 963 Page 1098 of the Multnomah County Deed Records further described as follows:

A portion of Tract 1 of R.A. HEINTZ INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the Northeast corner of said Tract 1; thence North 89°57'16" West along the South line of Riverside Way, a distance of 126.47 feet to a point of tangent curve in said South line; thence Northwesterly along said South line of the arc of a 850.00 foot radius curve to the right, through a central angle of 25°17'20", an arc distance of 375.17 feet (the chord bears North 77°18'36" West 372.13 feet) to a point of tangency; thence North 64°39'56" West along said South line a distance of 210.00 feet to the North Westerly corner of a tract of land

conveyed to the Ohio Knife Company, an Ohio corporation, by deed recorded February 16, 1973 in Book 910 Page 847, Deed Records, and the true point of beginning; thence continuing North 64°39'56" West along said South line, a distance of 150 feet to a point; thence South 27°52'06" West, a distance of 323.55 feet to the top of the bank of the Columbia Slough; thence South 51°31'56" East along the top of the bank a distance of 168.71 feet to the Westerly line of the aforementioned Ohio Knife Company Tract; thence North 25°20'04" East a distance of 361.57 feet to the true point of beginning.

Tax Account No.:	R251220
Amount Paid for Transfer	\$100

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 04-130

Approving Transfer of Tax Foreclosed Property to the City of Portland, Parks and Recreation for Non-Housing, Public Purposes

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City Of Portland, Parks & Recreation has requested transfer of four tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is no longer needed by the County and is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

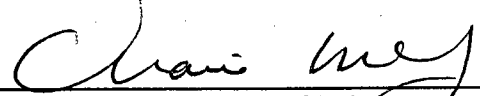
The Multnomah County Board of Commissioners Resolves:

1. The Property described in the attached deed is transferred for minimal monetary consideration to the City Of Portland, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title to the Property shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

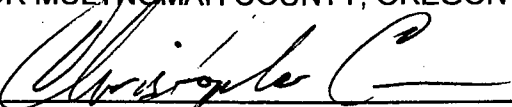


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Diane M. Linn, Chair

**AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON**

By 

Christopher D. Crean, Assistant County Attorney

THE CITY OF PORTLAND
PARKS & RECREATION
1120 SW 5TH AVE ROOM 1302
PORTLAND OR 97204-1933

Page 2 of 5 Resolution and Deed Transfer Tax Foreclosed Property to the City of Portland, Parks and Recreation

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 – D051969 LEGAL DESCRIPTION

A tract of land in the Southeast One-Quarter of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, being a portion of Lot 6, Block 19 Fairmount Addition and described as follows:

All that part of Lot 6, Block 19, Fairmount Addition lying Southwesterly of the following described line: Beginning at the Northwestern corner of said Lot 6 and running thence to a point in the Southeasterly line of said Lot 6 being 71.20 feet Northeasterly from the Southerly corner thereof.

Tax Account No.: R159911
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051970 LEGAL DESCRIPTION

A tract of land in the Northwest One-Quarter of Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, being a portion of Parcel 1 of Partition Plat 1992-80 as recorded August 6, 1992 and described as follows:

Commencing at the Northwest corner of said Section 24; thence S06°22'16"E, a distance of 851.55 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set at the true point of beginning, said point being on the Southwesterly right-of-way line of N.E. Airport Way and is the Northwest corner of said Parcel 1 of Partition Plat 1992-80; thence Easterly along said right-of-way the following courses and distances: S55°52'52"E, a distance of 345.98 feet to a 5/8 inch iron rod with a yellow plastic cap marked "COP Survey"; thence along the arc of 860 foot radius curve to the left, through a central angle of 34°55'55" (the chord bears S73°20'49"E, a distance of 516.24 feet) an arc distance of 524.32 feet; thence leaving said right-of-way line, S01°25'55"E, a distance of 149.86 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set on the East line of a trail easement granted to City of Portland and recorded as document 94-034058, Multnomah County Deed Records; thence N88°34'05"E, a distance of 50.19 feet to a 5/8 inch iron rod with a red plastic cap marked "LS 1848" set on the East line of said Parcel 1; thence along the Easterly, Southerly and Westerly lines of said Parcel 1 the following courses and distances: S01°25'55"E, a distance of 457.60 feet; thence N81°15'00"W, a distance of 324.45 feet; thence N55°15'00"W, a distance of 330.00 feet; thence N86°15'00"W, a distance of 240.00 feet to the Southwesterly corner thereof; thence N01°14'31"W, a distance of 695.03 feet to the point of beginning.

Tax Account No.: R237529
Amount Paid for Transfer \$500

PARCEL NO. 3 – D051971

A portion of Tract 1, R.A. HEINTZ INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

All that portion of the following lying northerly of the Mean High Water Line of the Columbia Slough.

BEGINNING at the Northeasterly corner of said Tract 1; thence North 89°57'16" West along the Southerly line of NE Riverside Way 126.47 feet to a point of the tangent curve; thence along said Southerly line, on the arc of a 850.00 foot radius curve to the right, through a central angle of 3°10'24" an arc distance of 47.08 feet (the chord bears North 88°52'04" West 47.08 feet) to the Northeast corner of a tract of land conveyed to W.S. Dubose, Inc., a Corporation by Deed recorded April 13, 1973 in Book 920, page 968, Deed Records; thence South 25°20'04" West 396.89 feet to the Southeast corner of said W.S. Dubose Inc. Tract and true point of beginning of the tract herein to be described; thence North 75°55'00" West 136.42 feet to an iron rod; thence North 53°35'46" West 195.03 feet to an iron rod; thence North 67°53'30" West 200.32 feet to an iron rod; thence South 25°20'04" West to the South line of said Tract 1; thence Easterly along the Southerly line of said Tract 1 to the Southeast corner thereof; thence North along the East line of said Tract 1, a distance of 139.07 feet to the Southeast corner of a tract conveyed to Coan in Book 1141, page 1263 (November 23, 1976); thence North 68°43'18" West a distance of 372.17 feet to the Southwest corner of said Coan Tract; thence North 25°20'04" East a distance of 15.11 feet to the point of beginning.

Tax Account No.: R251213
Amount Paid for Transfer \$100

PARCEL NO. 4 – D051972 LEGAL DESCRIPTION

A portion of Tract 1 of "R.A. HEINTZ INDUSTRIAL PARK", in the County of Multnomah, State of Oregon, described as follows:

Commencing at the Northeast corner of said Tract 1: thence North 89°57'16" West along the South line of Riverside Way, a distance of 126.47 feet to a point of tangent curve in said South line; thence Northwesterly along said South line on the arc of a 850.00 foot radius curve to the right, through a central angle of 25°17'20", an arc distance of 375.17 feet (the chord bears North 77°18'36" West 372.13 feet) to a point of tangency; thence North 64°39'56" West along said South line a distance of 210.00 feet to the point of beginning of the tract herein to be described; thence continuing North 64°39'56" West along said South line, a distance of 150.00 feet to a point; thence South 27°52'06" West a distance of 399.73 feet to a point in the South line of said Tract 1; thence South 61°22'10" East along said South line, a distance of 167.95 feet to a point; thence North 25°20'04" East a distance of 409.00 feet to the point of beginning.

EXCEPTING therefrom that portion conveyed to Millers of Utah Beef Boning and Fabricating, Inc. by Warranty Deed recorded December 14, 1973 in Book 963 Page 1098 of the Multnomah County Deed Records further described as follows:

A portion of Tract 1 of R.A. HEINTZ INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Commencing at the Northeast corner of said Tract 1; thence North 89°57'16" West along the South line of Riverside Way, a distance of 126.47 feet to a point of tangent curve in said South line; thence Northwesterly along said South line of the arc of a 850.00 foot radius curve to the right, through a central angle of 25°17'20", an arc distance of 375.17 feet (the chord bears North 77°18'36" West 372.13 feet) to a point of tangency; thence North 64°39'56" West along said South line a distance of 210.00 feet to the North Westerly corner of a tract of land

conveyed to the Ohio Knife Company, an Ohio corporation, by deed recorded February 16, 1973 in Book 910 Page 847, Deed Records, and the true point of beginning; thence continuing North 64°39'56" West along said South line, a distance of 150 feet to a point; thence South 27°52'06" West, a distance of 323.55 feet to the top of the bank of the Columbia Slough; thence South 51°31'56" East along the top of the bank a distance of 168.71 feet to the Westerly line of the aforementioned Ohio Knife Company Tract; thence North 25°20'04" East a distance of 361.57 feet to the true point of beginning.

Tax Account No.:	R251220
Amount Paid for Transfer	\$100

Until a change is requested, all tax statements shall be sent to the following address:

THE CITY OF PORTLAND
PARKS & RECREATION
1120 SW 5TH AVE ROOM 1302
PORTLAND OR 97204-1933

After recording return to:
MULTNOMAH COUNTY
TAX TITLE 503/4

DEED TO CITY OF PORTLAND, PARKS & RECREATION

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following four separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.



REVIEWED
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D Crean
Christopher D Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

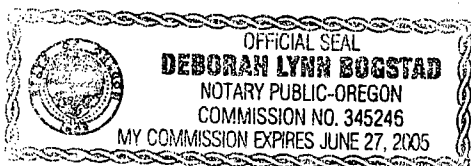
Diane M. Linn
Diane M. Linn, Chair

ACCEPTED:
CITY OF PORTLAND,
BUREAU OF PARKS & RECREATION

By Jim Francesconi
Jim Francesconi, Commissioner of Public Utilities

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

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Tax Account No.:	R251220
Amount Paid for Transfer	\$100

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-7

Est. Start Time: 10:19 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 Minutes per Agency

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Public Hearing and Consideration of a Resolution Authorizing the Transfer of Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Non Housing, Public Purposes

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approve the transfer of eight tax foreclosed properties described in the attached deed (Property) for a minimal monetary consideration, to the City of Portland, Office of Transportation for non-housing, public purposes.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

On April 15, 2004, in accordance with Multnomah County Code Chapter 7, these properties were made available on a list of tax foreclosed properties offered to governmental agencies for non-housing public purposes.

The County received the formal requests for these Properties within the sixty days as required by MCC Section 7.407. These properties will be used as Street Extensions and as an Access Control Strip. No other applications for these Properties were received by

the Tax Title Division. The Division has reviewed the requests, and they are in compliance with ORS 271.330 and MCC Section 7.407.

On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Division to publish notice of the hearing. The division has published the hearing notice in accordance with the resolution.

At the conclusion of the hearing, the Board may approve the transfer if it determines the transfer serves the public interest and determine whether it will be for monetary consideration (MCC Section 7.407(F)).

3. Explain the fiscal impact (current year and ongoing).

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publications, processing transfer requests, title reports, preparation of Board documents and recording fees. The proposed transfers of the eight Properties include reimbursement for these costs and expenses in the amount of \$1200.

4. Explain any legal and/or policy issues.

No legal issues are expected to develop as a result of this action.

5. Explain any citizen and/or other government participation that has or will take place.

Notification of the Board Meeting on August 26, 2004, at which approval of the transfers is expected, was given. Citizens may comment on the proposed transfers at the Board meeting.

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 07/27/04

Budget Analyst

By:

Date:

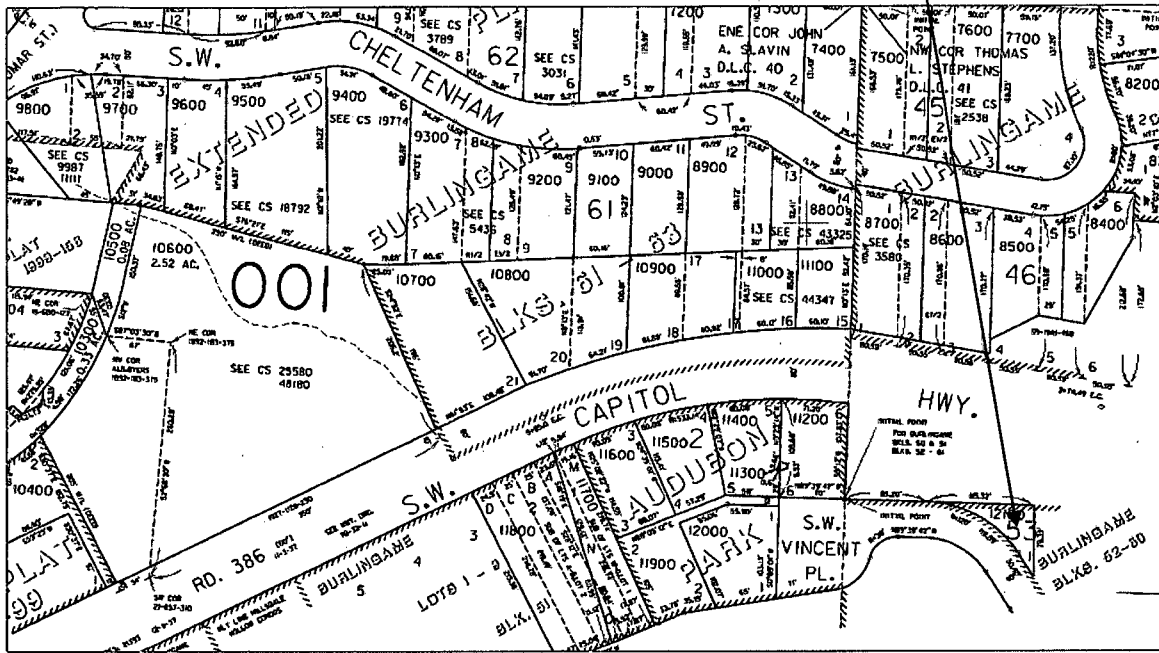
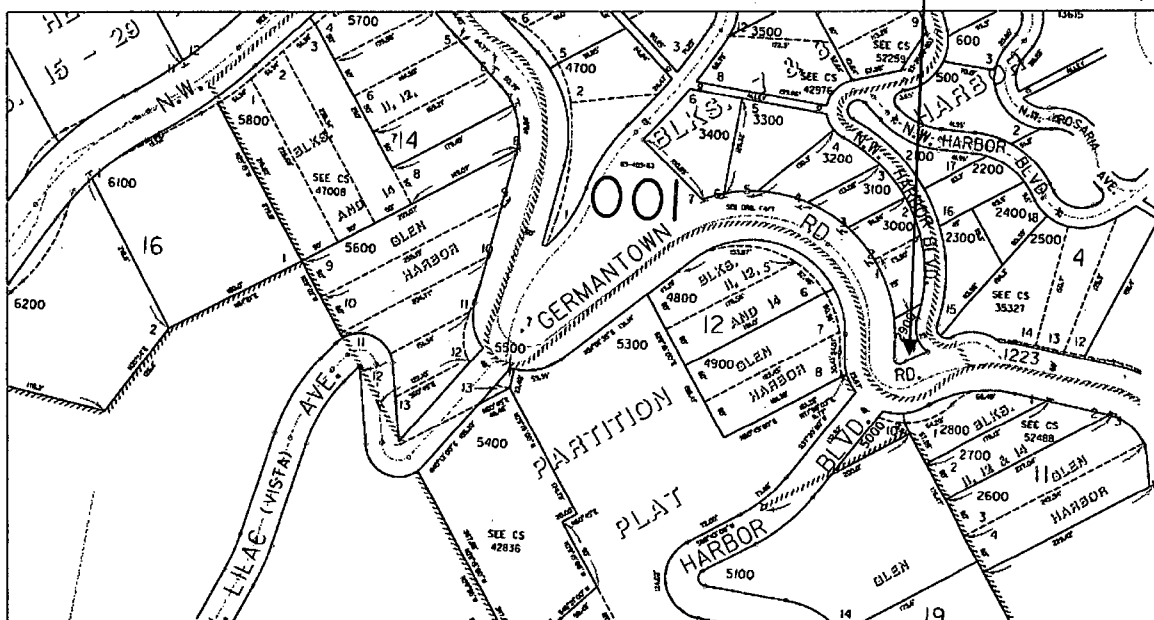
Dept/Countywide HR

By:

Date:

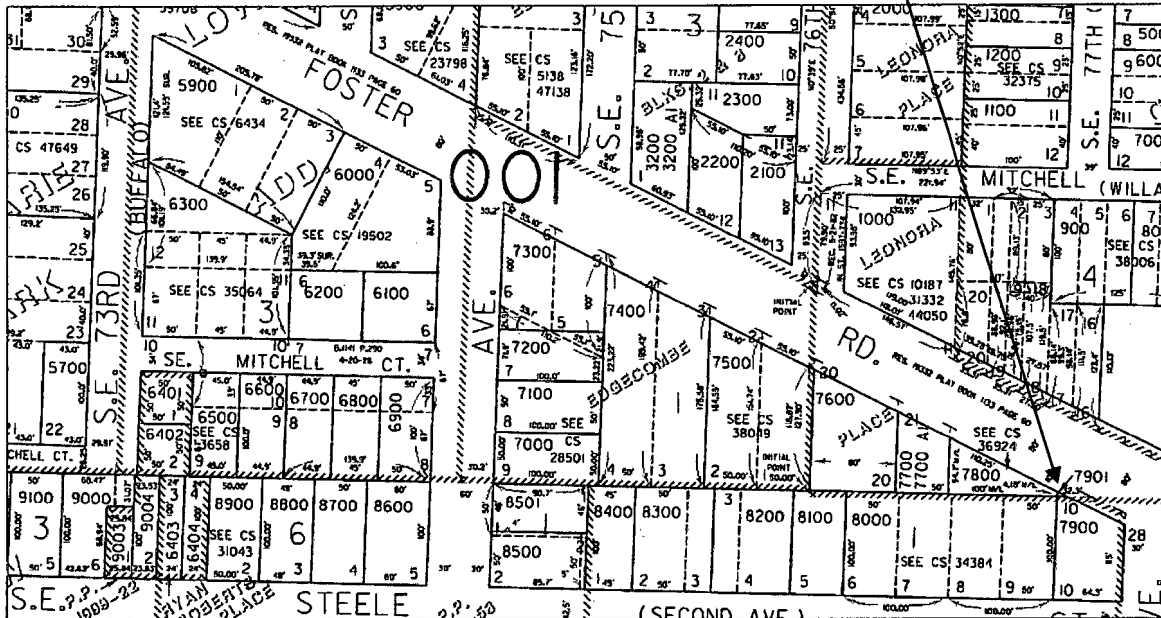
PROPERTIES REQUESTED BY THE COP OFFICE OF TRANSPORTATION

Property Tax Account Number R124096 / R11940-6220, 1S1E16DB 12100

**Property Tax Account Number R169447 / R32050-2720; 1N1W11BB 2900**

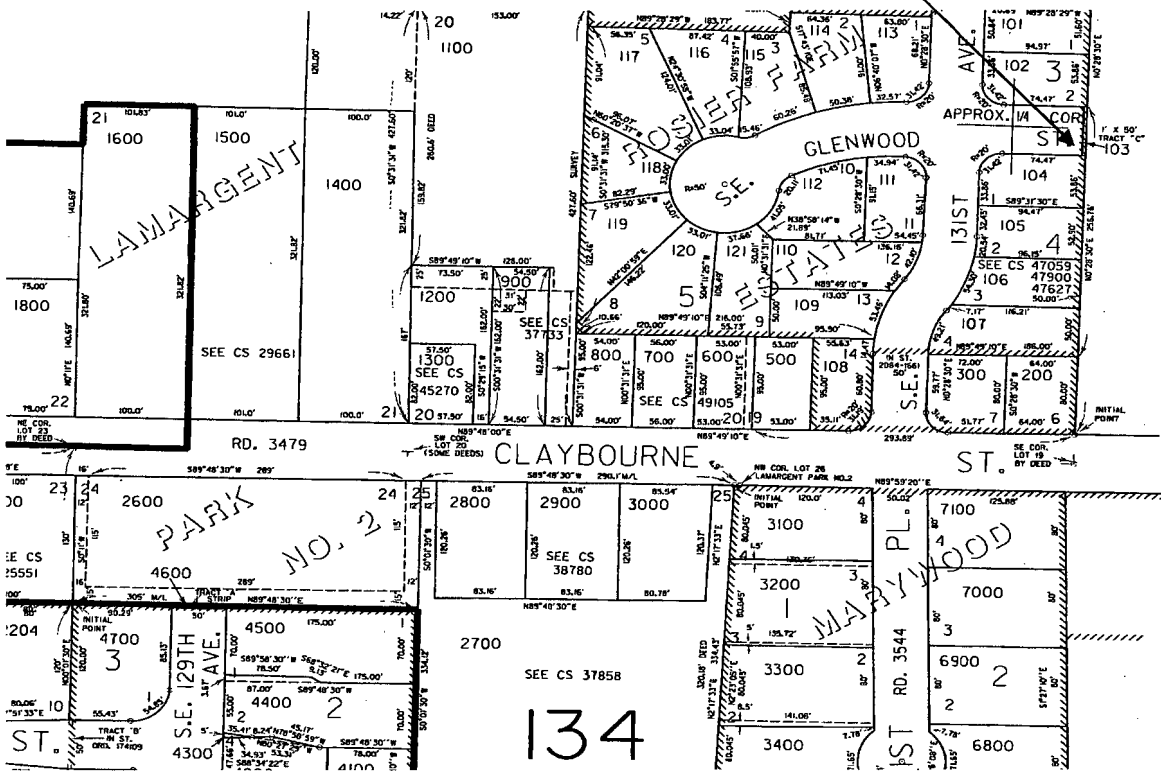
PARCEL NO. 3.:

Property Tax Account Number R206384 / 49130-0480; 1S2E17AC 7901



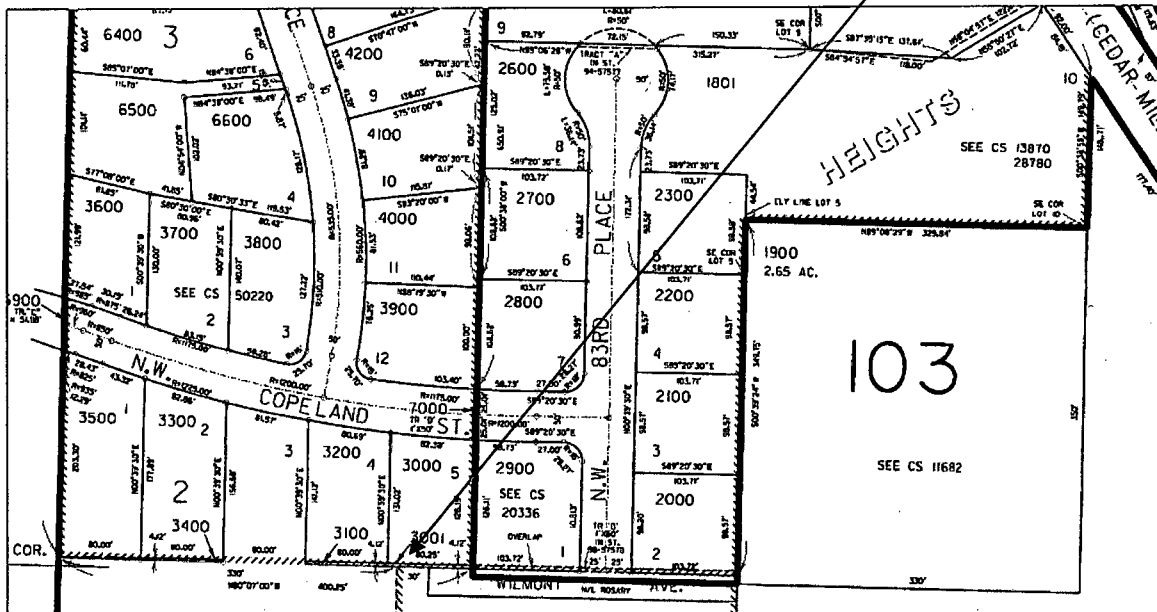
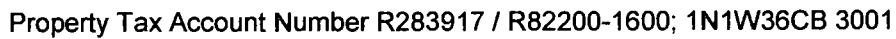
PARCEL NO. 4.:

Property Tax Account Number R262118 / R72800-0030 1S2E23BA 103



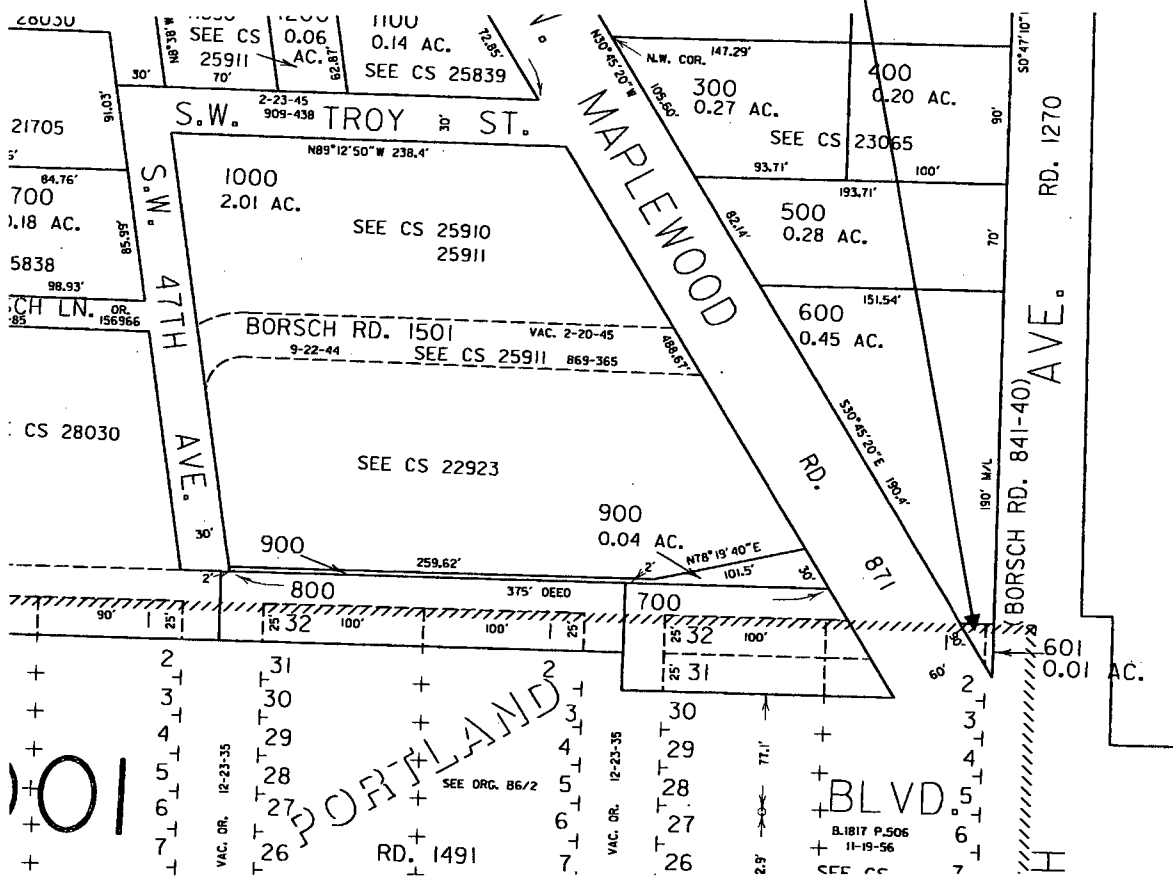
CANCEL
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2301
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5500

Property Tax Account Number R273422 / R78020-6850; 1S1E22BB 2700



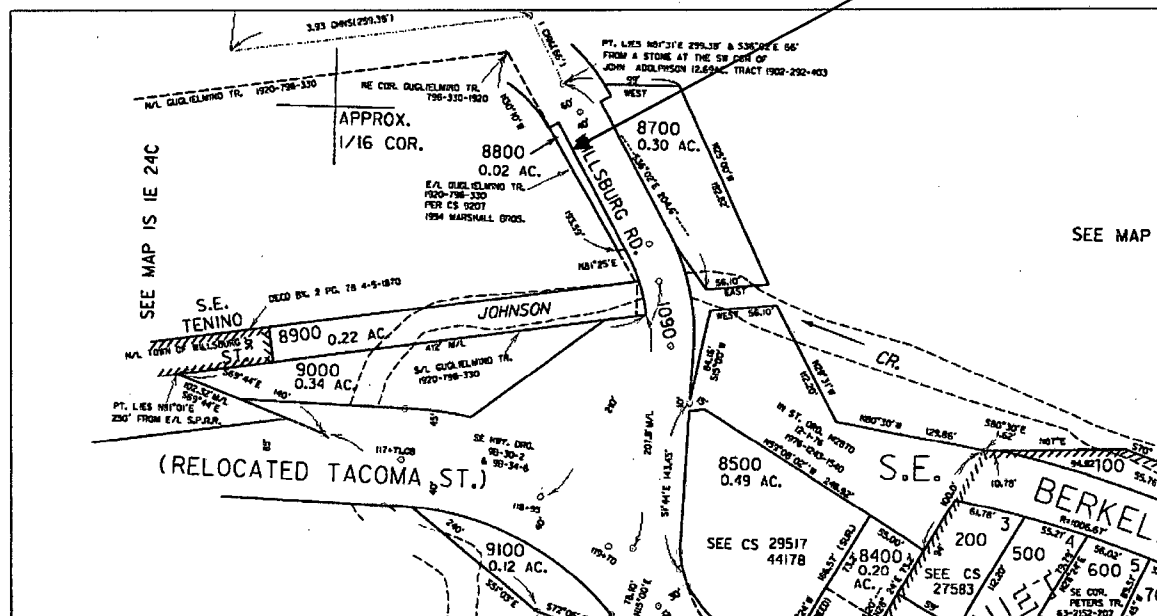
PARCEL NO. 7.:

Property Tax Account Number R329792 / 99119-6560; 1S1E19DA 601



PARCEL NO. 8.:

Property Tax Account Number R330572 / 99124-2330; 1S1E24CD 8800



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Approving Transfer of Tax Foreclosed Properties to the City of Portland, for Non-Housing, Public Purposes.

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Portland, Office of Transportation has requested transfer of eight tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004 the Board scheduled a public hearing on August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing. . The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Properties are no longer needed by the County and are eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred for minimal monetary consideration to the City Of Portland, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

After recording return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following eight separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
CITY OF PORTLAND
OFFICE OF TRANSPORTATION

By Christopher D. Crean, Assistant County Attorney

By _____
Brant Williams, Director, City Engineer

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 – D051956 LEGAL DESCRIPTION

Tax Lot 4 of Lot 1, Block 53, BURLINGAME, a recorded plat, recorded November 10, 1927, in Plat Book 1074, Page 55 (on S.W. Vincent Place, near S.W. Terwilliger Blvd.), as follows:

Beginning at the initial point of the said BURLINGAME PLAT, said point also being in the northerly right-of-way line of S.W. Vincent Place, thence S 89°39'42" E along said northerly right-of-way line, a distance of 88.20 feet to the beginning of a tangent curve to the right, said curve point also being the true point of beginning; thence southeasterly along said northerly right-of-way line of S.W. Vincent Place, along the arc of a 120.00 foot radius tangent curve to the right through a central angle of 56°37'15" (the chord bears S 61°21'04" E, 113.82 feet), an arc distance of 118.59 feet to the point of tangency; thence S 33°02'27" E, a distance of 30.40 feet to its intersection with the southwesterly right-of-way line of the Oregon State Highway Department; thence N 0°49'21" W along the westerly line of the said highway department right-of-way line a distance of 79.39 feet to a point in the north line of said Lot 1, Block 53, BURLINGAME; thence N 89°39'42" W along said north line, a distance of 115.32 feet to the true point of beginning.

Containing 2,654 square feet, more or less.

Tax Account No.: R124096
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051957 LEGAL DESCRIPTION

Except Part in Street-Except Northerly 75 feet of Lot 1, Block 7; GLEN HARBOR

Tax Account No.: R169447
Amount Paid for Transfer \$500

PARCEL NO. 3 – D051958 LEGAL DESCRIPTION

A tract of land in the Northeast One-Quarter of Section 17, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, being a portion of Lot 21 Leonora Place as recorded in Plat Book 151 at Page 31 on April 10, 1890 and described as follows:

All that part of said Lot 21 lying East of the West line of Lot 10, Block 1, Hallers Addition to Portland if extended North to it's intersection with S. E. Foster Road.

Tax Account No.: R206384
Amount Paid for Transfer \$100

PARCEL NO. 4 – D051959 LEGAL DESCRIPTION

Lot C; ROSIER FARM ESTATES

Tax Account No.: R262118
Amount Paid for Transfer \$100

PARCEL NO. 5 – D051960 LEGAL DESCRIPTION

Lot A, Block 29; SOUTHERN PORTLAND

Tax Account No.: R273422
Amount Paid for Transfer \$100

PARCEL NO. 6 – D051961 LEGAL DESCRIPTION

Southerly 4.12 feet of Lot 5, Block 2; TAYLOR CREST

Tax Account No.: R283917
Amount Paid for Transfer \$100

PARCEL NO. 7 – D051692 LEGAL DESCRIPTION

A tract of land in the Southeast one-quarter of Section 19, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

All that part of said Section 19 bounded on the North by the Southerly line of that tract of land conveyed by J.L. Perry and Jenette Perry to William Borsch by deed recorded November 26, 1889 in deed book 128 page 324; bounded on the West by S.W. Maplewood road (Co. Rd. 871) and bounded on the East by the Westerly line of S.W. 45th Ave (Co. Rd. 1270).

Tax Account No.: R329792
Amount Paid for Transfer \$100

PARCEL NO. 8 – D051963 LEGAL DESCRIPTION

A tract of land in the Southwest One-Quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, and described as follows:

All that part of the following described Tract 1:

Lying Westerly of the Westerly right-of-way line of S.E. Tacoma St, formerly Willsburg Road Co. Rd. No. 1090 (40 feet wide);

Lying Easterly of the Easterly line of the Andrea Guigliemino tract as described in Deed Book 796 Page 330 and recorded in 1920;

Lying Northerly of the Northerly line of that tract of land described in Deed Book 209 Page 187 recorded January 13, 1965 where said Northerly line intersects the Westerly right-of-way line of S.E. Tacoma St;

Lying Southerly of the Southwesterly projection of the radial line produced from the centerline of the right-of-way of S.E. Tacoma St. at the point where it widens from 40 feet to 60 feet in width.

Tract 1:

Beginning S89°45'E, a distance of 18.28 chains from the Southwest corner of the Jacob Wills DLC; thence Northwest and along the East line of the O and C Railway Company's right-of-way to the center of "B" street in old town of Willsburg; thence N81°30'E, a distance of 8.84 chains; thence S36°East, a distance of 4.32 chains; thence S15°W, a distance of 4.61 chains; thence S23°11'W, a distance of 4.74 chains; thence N89°45'W, a distance of 6.35 chains to the point of beginning.

Tax Account No.: R330572
Amount Paid for Transfer \$100

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 04-131

Approving Transfer of Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Non-Housing, Public Purposes

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Portland, Office of Transportation has requested transfer of eight tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004 the Board scheduled a public hearing on August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Properties are no longer needed by the County and are eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

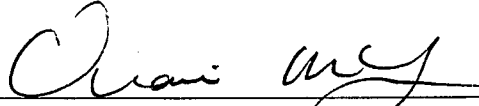
The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred for minimal monetary consideration to the City Of Portland, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**


Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

THE CITY OF PORTLAND
OFFICE OF TRANSPORTATION
1120 SW 5TH AVE, SUITE 800
PORTLAND OR 97204

After recording return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following eight separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

ACCEPTED:
CITY OF PORTLAND
OFFICE OF TRANSPORTATION

By Brant Williams, Director, City Engineer

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

PARCEL NO. 1 – D051956 LEGAL DESCRIPTION

Tax Lot 4 of Lot 1, Block 53, BURLINGAME, a recorded plat, recorded November 10, 1927, in Plat Book 1074, Page 55 (on S.W. Vincent Place, near S.W. Terwilliger Blvd.), as follows:

Beginning at the initial point of the said BURLINGAME PLAT, said point also being in the northerly right-of-way line of S.W. Vincent Place, thence S 89°39'42" E along said northerly right-of-way line, a distance of 88.20 feet to the beginning of a tangent curve to the right, said curve point also being the true point of beginning; thence southeasterly along said northerly right-of-way line of S.W. Vincent Place, along the arc of a 120.00 foot radius tangent curve to the right through a central angle of 56°37'15" (the chord bears S 61°21'04" E, 113.82 feet), an arc distance of 118.59 feet to the point of tangency; thence S 33°02'27" E, a distance of 30.40 feet to its intersection with the southwesterly right-of-way line of the Oregon State Highway Department; thence N 0°49'21" W along the westerly line of the said highway department right-of-way line a distance of 79.39 feet to a point in the north line of said Lot 1, Block 53, BURLINGAME; thence N 89°39'42" W along said north line, a distance of 115.32 feet to the true point of beginning.

Containing 2,654 square feet, more or less.

Tax Account No.: R124096
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051957 LEGAL DESCRIPTION

Except Part in Street-Except Northerly 75 feet of Lot 1, Block 7; GLEN HARBOR

Tax Account No.: R169447
Amount Paid for Transfer \$500

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A tract of land in the Northeast One-Quarter of Section 17, Township 1 South, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, being a portion of Lot 21 Leonora Place as recorded in Plat Book 151 at Page 31 on April 10, 1890 and described as follows:

All that part of said Lot 21 lying East of the West line of Lot 10, Block 1, Hallers Addition to Portland if extended North to it's intersection with S. E. Foster Road.

Tax Account No.: R206384
Amount Paid for Transfer \$100

PARCEL NO. 4 – D051959 LEGAL DESCRIPTION

Lot C; ROSIER FARM ESTATES

Tax Account No.: R262118
Amount Paid for Transfer \$100

PARCEL NO. 5 – D051960 LEGAL DESCRIPTION

Lot A, Block 29; SOUTHERN PORTLAND

Tax Account No.: R273422
Amount Paid for Transfer \$100

PARCEL NO. 6 – D051961 LEGAL DESCRIPTION

Southerly 4.12 feet of Lot 5, Block 2; TAYLOR CREST

Tax Account No.: R283917
Amount Paid for Transfer \$100

PARCEL NO. 7 – D051692 LEGAL DESCRIPTION

A tract of land in the Southeast one-quarter of Section 19, Township 1 South, Range 1 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

All that part of said Section 19 bounded on the North by the Southerly line of that tract of land conveyed by J.L. Perry and Jenette Perry to William Borsch by deed recorded November 26, 1889 in deed book 128 page 324; bounded on the West by S.W. Maplewood road (Co. Rd. 871) and bounded on the East by the Westerly line of S.W. 45th Ave (Co. Rd. 1270).

Tax Account No.: R329792
Amount Paid for Transfer \$100

PARCEL NO. 8 – D051963 LEGAL DESCRIPTION

A tract of land in the Southwest One-Quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, and described as follows:

All that part of the following described Tract 1:

Lying Westerly of the Westerly right-of-way line of S.E. Tacoma St, formerly Willsburg Road Co. Rd. No. 1090 (40 feet wide);

Lying Easterly of the Easterly line of the Andrea Guigliemino tract as described in Deed Book 796 Page 330 and recorded in 1920;

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Tract 1:

Beginning S89°45'E, a distance of 18.28 chains from the Southwest corner of the Jacob Wills DLC; thence Northwest and along the East line of the O and C Railway Company's right-of-way to the center of "B" street in old town of Willsburg; thence N81°30'E, a distance of 8.84 chains; thence S36°East, a distance of 4.32 chains; thence S15°W, a distance of 4.61 chains; thence S23°11'W, a distance of 4.74 chains; thence N89°45'W, a distance of 6.35 chains to the point of beginning.

Tax Account No.: R330572
Amount Paid for Transfer \$100

Until a change is requested, all tax statements shall be sent to the following address:

THE CITY OF PORTLAND
OFFICE OF TRANSPORTATION
1120 SW 5TH AVE, SUITE 800
PORTLAND OR 97204

After recording return to:

MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

DEED TO THE CITY OF PORTLAND

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, a municipal corporation of the State of Oregon, Grantee, the following eight separate parcels of real property, located in the City of Portland, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should these properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON

COUNTY OF MULTNOMAH

)
) ss
)

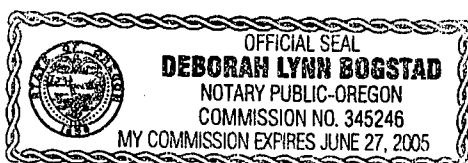
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

ACCEPTED:
CITY OF PORTLAND
OFFICE OF TRANSPORTATION

By _____
Brant Williams, Director, City Engineer

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF PORTLAND**

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Amount Paid for Transfer \$100

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Tax Account No.: R169447
Amount Paid for Transfer \$500

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Amount Paid for Transfer \$100

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Lot A, Block 29; SOUTHERN PORTLAND

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Amount Paid for Transfer \$100

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Amount Paid for Transfer \$100

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Tax Account No.: R329792
Amount Paid for Transfer \$100

PARCEL NO. 8 – D051963 LEGAL DESCRIPTION

A tract of land in the Southwest One-Quarter of Section 24, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, and described as follows:

All that part of the following described Tract 1:

Lying Westerly of the Westerly right-of-way line of S.E. Tacoma St, formerly Willsburg Road Co. Rd. No. 1090 (40 feet wide);

Lying Easterly of the Easterly line of the Andrea Guigliemino tract as described in Deed Book 796 Page 330 and recorded in 1920;

Lying Northerly of the Northerly line of that tract of land described in Deed Book 209 Page 187 recorded January 13, 1965 where said Northerly line intersects the Westerly right-of-way line of S.E. Tacoma St;

Lying Southerly of the Southwesterly projection of the radial line produced from the centerline of the right-of-way of S.E. Tacoma St. at the point where it widens from 40 feet to 60 feet in width.

Tract 1:

Beginning S89°45'E, a distance of 18.28 chains from the Southwest corner of the Jacob Wills DLC; thence Northwest and along the East line of the O and C Railway Company's right-of-way to the center of "B" street in old town of Willsburg; thence N81°30'E, a distance of 8.84 chains; thence S36°East, a distance of 4.32 chains; thence S15°W, a distance of 4.61 chains; thence S23°11'W, a distance of 4.74 chains; thence N89°45'W, a distance of 6.35 chains to the point of beginning.

Tax Account No.: R330572
Amount Paid for Transfer \$100

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-8

Est. Start Time: 10:21 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 Minutes per Agency

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Public Hearing and Consideration of a Resolution Authorizing the Transfer of a Tax Foreclosed Property to Multnomah County Land Use and Transportation Program for Non Housing, Public Purposes.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approve the transfer of two tax foreclosed properties described in the attached deed (Property) for minimal monetary consideration to Multnomah County Land Use & Transportation, for non-housing, public purposes.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

On April 15, 2004, in accordance with Multnomah County Code Chapter 7, these properties were made available on a list of tax foreclosed properties offered to governmental agencies for non-housing public purposes.

The County received the formal requests for these Properties within the sixty days as required by MCC Section 7.407. No other applications for these Properties were

received by the Tax Title Division. The Division has reviewed the requests, and they are in compliance with ORS 271.330 and MCC Section 7.407.

On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Division to publish notice of the hearing. The division has published the hearing notice in accordance with the resolution.

At the conclusion of the hearing, the Board may approve the transfer if it determines the transfer serves the public interest and determine whether it will be for monetary consideration (MCC Section 7.407(F)).

3. Explain the fiscal impact (current year and ongoing).

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publications, processing transfer requests, title reports, preparation of Board documents and recording fees. The proposed transfers of the Properties for minimal monetary consideration, \$200, will help to reimburse Tax Title for a portion of these expenses.

4. Explain any legal and/or policy issues.

No legal issues are expected to develop as a result of this action.

5. Explain any citizen and/or other government participation that has or will take place.

Notification of the Board Meeting on August 26, 2004, at which approval of the transfers is expected, was given. Citizens may comment on the proposed transfers at the Board meeting.

Required Signatures:

Department/Agency Director:

Robert A Maestre

Date: 07/27/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Approving Transfer of Tax Foreclosed Property to Multnomah County Land Use and Transportation Program, for Non-Housing, Public Purposes.

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. Multnomah County Land Use and Transportation Program has requested transfer of two tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004, the Board scheduled a public hearing for August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for a minimal monetary consideration.

The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred with a minimal monetary consideration to the Multnomah County Land Use and Transportation Program, (County), provided that the Property is used and continues to be used by the County for public purposes. Should the Property cease to be used for public purposes, any interest of the County in the property is terminated and fee title to the Property shall revert to Multnomah County Tax Title.
2. The Chair is directed to execute the attached deed conveying the Property to the County's Land Use and Transportation Program.

ADOPTED this 26th day of August 2004.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

MULTNOMAH COUNTY TAX TITLE, a political subdivision of the State of Oregon, Grantor, conveys to MULTNOMAH COUNTY, a municipal corporation of the State of Oregon, Grantee, the following two separate parcels of real property, located in Multnomah County, Oregon:

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
MULTNOMAH COUNTY
LAND USE AND TRANSPORTATION

By _____
Mike Phillips, Engineering Services Manager 1

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Page 2 of 3 Resolution and Deed to Multnomah County

**EXHIBIT A TO
DEED TO MULTNOMAH COUNTY LAND USE & TRANSPORTATION**

PARCEL NO. 1 – D051964 LEGAL DESCRIPTION:

A tract of land in Section 25, Township 1 North, Range 3 East of the Willamette meridian, Multnomah County, Oregon and described as follows:

A tract of land bounded by:

That portion of the former Depot Grounds of the Oregon and Washington Railroad and Navigation Company conveyed to Marie Bennett by deed recorded November 5, 1987 in Book 2056 Page 26, Deed Records of Multnomah County and conveyed to Multnomah County for road purposes by deed recorded April 12, 1993 in Book 2673 Page 1391.

That tract of land conveyed by Multnomah County to the City of Troutdale by deed recorded in Book 884 at Page 746 in 1972.

The North line of Historic Columbia River Highway.

Tax Account No.: R320673
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051965 LEGAL DESCRIPTION:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

A strip of land lying South of the Southerly right-of-way line of S. E. Butler Road, County Road No. 356 and 588 and West of the West line of S.E. Rodlun Road, County Road No. 1089 and North of the North line of the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Tax Account No.: R340827
Amount Paid for Transfer \$100

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 04-132

Approving Transfer of Tax Foreclosed Property to Multnomah County Land Use and Transportation Program, for Non-Housing, Public Purposes

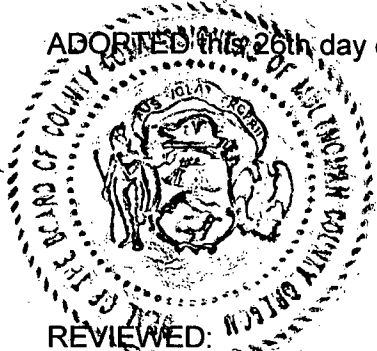
The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. Multnomah County Land Use and Transportation Program has requested transfer of two tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12, 2004, the Board scheduled a public hearing for August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for a minimal monetary consideration.

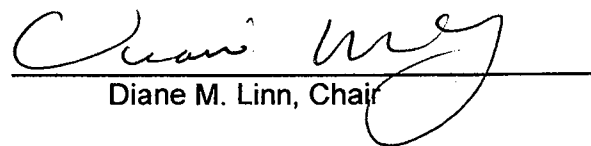
The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred with a minimal monetary consideration to the Multnomah County Land Use and Transportation Program, (County), provided that the Property is used and continues to be used by the County for public purposes. Should the Property cease to be used for public purposes, any interest of the County in the property is terminated and fee title to the Property shall revert to Multnomah County Tax Title.
2. The Chair is directed to execute the attached deed conveying the Property to the County's Land Use and Transportation Program.

ADOPTED this 26th day of August 2004.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Christopher D. Crean, Assistant County Attorney

MULTNOMAH COUNTY
% DEPT OF TRANSPORTATION
1620 SE 190TH AVE
PORTLAND OR 97233

DEED TO MULTNOMAH COUNTY LAND USE AND TRANSPORTATION

As described in the attached Exhibit A.

This transfer is for minimal monetary consideration.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

Diane M. Linn, Chair

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

By Mike Phillips, Engineering Services Manager 1

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Page 2 of 3 Resolution and Deed to Multnomah County, Land Use and Transportation

**EXHIBIT A TO
DEED TO MULTNOMAH COUNTY LAND USE & TRANSPORTATION**

PARCEL NO. 1 – D051964 LEGAL DESCRIPTION:

A tract of land in Section 25, Township 1 North, Range 3 East of the Willamette meridian, Multnomah County, Oregon and described as follows:

A tract of land bounded by:

That portion of the former Depot Grounds of the Oregon and Washington Railroad and Navigation Company conveyed to Marie Bennett by deed recorded November 5, 1987 in Book 2056 Page 26, Deed Records of Multnomah County and conveyed to Multnomah County for road purposes by deed recorded April 12, 1993 in Book 2673 Page 1391.

That tract of land conveyed by Multnomah County to the City of Troutdale by deed recorded in Book 884 at Page 746 in 1972.

The North line of Historic Columbia River Highway.

Tax Account No.:	R320673
Amount Paid for Transfer	\$100

PARCEL NO. 2 – D051965 LEGAL DESCRIPTION:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

A strip of land lying South of the Southerly right-of-way line of S. E. Butler Road, County Road No. 356 and 588 and West of the West line of S.E. Rodlun Road, County Road No. 1089 and North of the North line of the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Tax Account No.:	R340827
Amount Paid for Transfer	\$100

Until a change is requested, all tax statements shall be sent to the following address:
MULTNOMAH COUNTY
% DEPT OF TRANSPORTATION
1620 SE 190TH AVE
PORTLAND OR 97233

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO MULTNOMAH COUNTY LAND USE AND TRANSPORTATION

MULTNOMAH COUNTY TAX TITLE, a political subdivision of the State of Oregon, Grantor, conveys to MULTNOMAH COUNTY, a municipal corporation of the State of Oregon, Grantee, the following two separate parcels of real property, located in Multnomah County, Oregon:

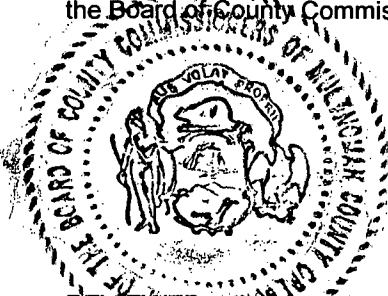
As described in the attached Exhibit A.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.



REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

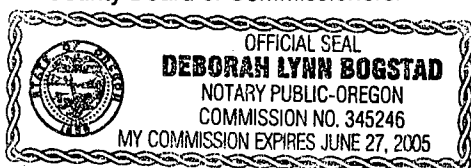
Diane M. Linn
Diane M. Linn, Chair

ACCEPTED:
MULTNOMAH COUNTY
LAND USE AND TRANSPORTATION

By Mike Phillips
Mike Phillips, Engineering Services Manager 1

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad
Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO MULTNOMAH COUNTY LAND USE & TRANSPORTATION**

PARCEL NO. 1 – D051964 LEGAL DESCRIPTION:

A tract of land in Section 25, Township 1 North, Range 3 East of the Willamette meridian, Multnomah County, Oregon and described as follows:

A tract of land bounded by:

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That tract of land conveyed by Multnomah County to the City of Troutdale by deed recorded in Book 884 at Page 746 in 1972.

The North line of Historic Columbia River Highway.

Tax Account No.: R320673
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051965 LEGAL DESCRIPTION:

A tract of land in the Northeast One-Quarter of Section 20, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon and described as follows:

A strip of land lying South of the Southerly right-of-way line of S. E. Butler Road, County Road No. 356 and 588 and West of the West line of S.E. Rodlun Road, County Road No. 1089 and North of the North line of the South One-Half of the Southeast One-Quarter of the Northeast One-Quarter of said Section 20.

Tax Account No.: R340827
Amount Paid for Transfer \$100

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-9

Est. Start Time: 10:23 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 Minutes per Agency

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Public Hearing and Consideration of a Resolution Authorizing the Transfer of Tax Foreclosed Property to the City of Gresham, Department of Environmental Services for Non Housing, Public Purposes.

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approve the transfer of three tax foreclosed properties described in the attached deed (Property) for minimal monetary consideration to the City of Gresham Department of Environmental Services for non-housing, public purposes.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

On April 15, 2004, in accordance with Multnomah County Code Chapter 7, these properties were made available on a list of tax foreclosed properties offered to governmental agencies for non-housing public purposes.

The County received the formal request for these Properties within the sixty days as required by MCC Section 7.407. No other applications for these Properties were

received by the Tax Title Division. The Division has reviewed the requests, and they are in compliance with ORS 271.330 and MCC Section 7.407.

On August 12, 2004 the Board scheduled a public hearing for August 26, 2004 for consideration of the proposed transfer and directed the Division to publish notice of the hearing. The division has published the hearing notice in accordance with the resolution.

At the conclusion of the hearing, the Board may approve the transfer if it determines the transfer serves the public interest and determine whether it will be for monetary consideration (MCC Section 7.407(F)).

3. Explain the fiscal impact (current year and ongoing).

The Tax Title Fund has incurred expenses associated with preparation of application materials, newspaper publications, processing transfer requests, title reports, preparation of Board documents and recording fees. The proposed transfers of the Properties provide for minimal monetary consideration to the County for these costs in the amount of \$300.

4. Explain any legal and/or policy issues.

No legal issues are expected to develop as a result of this action.

5. Explain any citizen and/or other government participation that has or will take place.

Notification of the Board Meeting on August 26, 2004, at which approval of the transfers is expected, was given. Citizens may comment on the proposed transfers at the Board meeting.

Required Signatures:

Department/Agency Director: *Robert A Maestre*

Date: 07/27/04

Budget Analyst

By:

Date:

Dept/Countywide HR

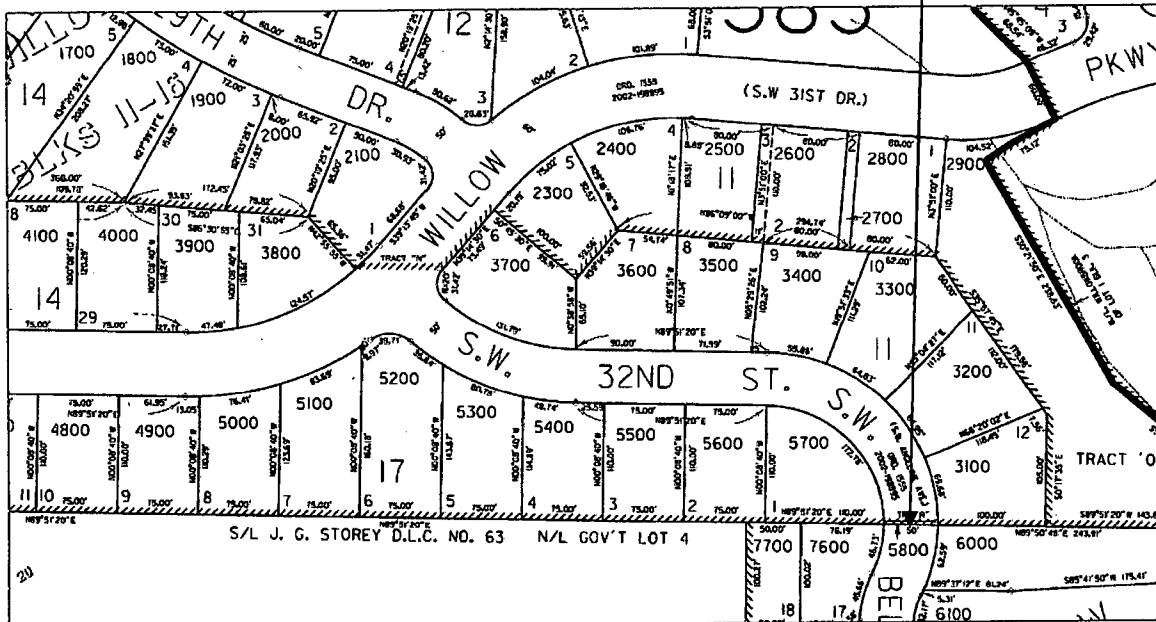
By:

Date:

EXHIBIT A

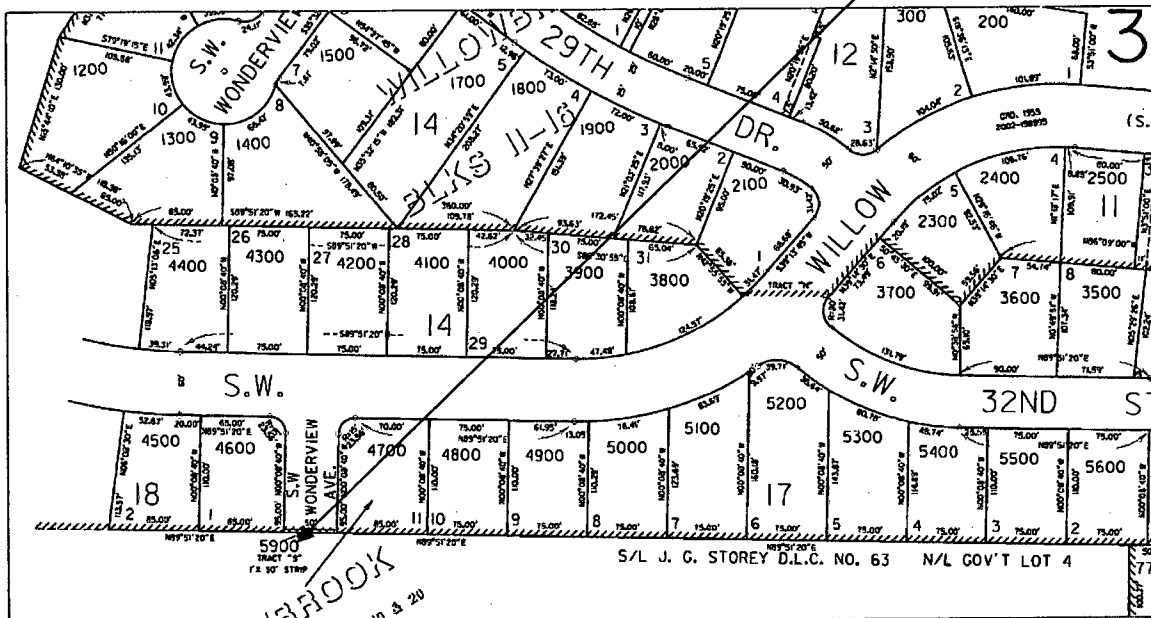
PARCEL NO. 1.:

Property Tax Account Number R309082 / R97120-4734; 1S3E21BB 5800



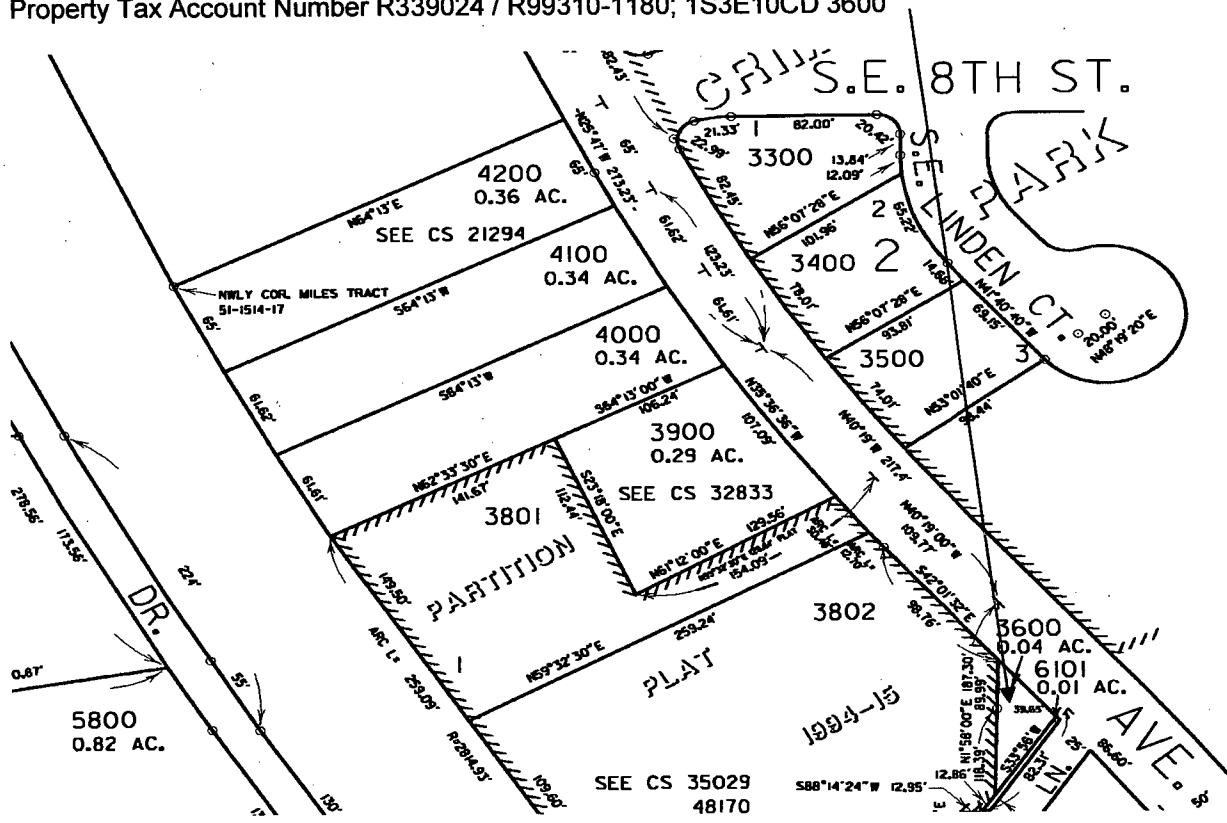
PARCEL NO. 2.:

Property Tax Account Number R309083/ R91720-4736; 1S3E21BB 5900



PARCEL NO. 3.:

Property Tax Account Number R339024 / R99310-1180; 1S3E10CD 3600



**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. _____

Approving Transfer of Tax Foreclosed Property to the City of Gresham, for Non-Housing, Public Purposes.

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Gresham, Department of Environmental Services has requested transfer of three tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12 2004, the Board scheduled a public hearing on August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is no longer needed by the County and is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred to the City of Gresham for a minimal monetary consideration, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:
THE CITY OF GRESHAM
DEPT OF ENVIRONMENTAL SERVICES
1333 NW EASTMAN PARKWAY
GRESHAM OR 97030

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO THE CITY OF GRESHAM

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF GRESHAM, a municipal corporation of the State of Oregon, Grantee, the following three separate parcels of real property, located in the City of Gresham, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

ACCEPTED:
CITY OF GRESHAM
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By _____
Christopher D. Crean, Assistant County Attorney

By _____
Rob Fussell, City Manager

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF GRESHAM**

PARCEL NO. 1 – D051966 LEGAL DESCRIPTION:

Lot R, WILLOWBROOK

Tax Account No.: R309082
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051967 LEGAL DESCRIPTION:

Lot S, WILLOWBROOK

Tax Account No.: R309083
Amount Paid for Transfer \$100

PARCEL NO. 3 – D051968 LEGAL DESCRIPTION

A tract of land situated in the Southwest one-quarter of Section 10 Township 1 South, Range 3 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING in the one-half section line dividing Section 10 into East and West one-halves, 49.00 feet North of the Southwest corner of the Southeast one-quarter of said Section; thence Easterly parallel to the South line of said section to the center of County road; thence North 42° 01' 45" West along the said road to where the centerline of said County road intersects the one-half Section line dividing Section 10 into East and West halves; thence Southerly along the said one-half Section line to the point of beginning.

EXCEPTING THEREFROM that part lying within the following described tract.

Beginning on the Westerly line of S.E. Roberts Avenue, North 118.29 feet and East 39.65 feet from the South one-quarter corner of Section 10; thence South 33°56' 00" West a distance of 82.31 feet; thence North 88°51'00" East 100.00 feet more or less to the Westerly line of S.E. Roberts Avenue; thence North 40°12'30" West 86.80 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion lying within S.E. Roberts Avenue.

Tax Account No.: R339024
Amount Paid for Transfer \$100

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 04-133

Approving Transfer of Tax Foreclosed Property to the City of Gresham, for Non-Housing, Public Purposes

The Multnomah County Board of Commissioners Finds:

- a. ORS 271.330 and Multnomah County Code Chapter 7 allow for transfer of tax foreclosed real property to governmental bodies provided the property is used for a public purpose.
- b. The City of Gresham, Department of Environmental Services has requested transfer of three tax foreclosed properties for non-housing, public purposes as described in the attached deed (Property).
- c. On August 12 2004, the Board scheduled a public hearing on August 26, 2004, for consideration of the proposed transfer and directed the Multnomah County Tax Title Division (Division) to publish notice of the hearing.. The Division published the notice as directed and as required by ORS 271.330 (5) and MCC § 7.407.
- d. After holding the public hearing, the Board determined the Property is no longer needed by the County and is eligible for transfer for public purpose, and the transfer will serve the public interest and will be for minimal monetary consideration.

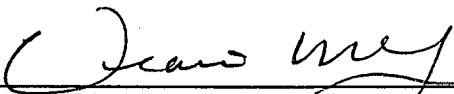
The Multnomah County Board of Commissioners Resolves:

1. The Property described in Exhibit A to the attached deed is transferred to the City of Gresham for a minimal monetary consideration, (City), provided that the Property is used and continues to be used by the City for public purposes. Should the Property cease to be used for public purposes, any interest of the City in the Property is terminated and fee title shall revert to Multnomah County.
2. The Chair is directed to execute the attached deed conveying the Property to the City.

ADOPTED this 26th day of August 2004.



**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**


Diane M. Linn, Chair

REVIEWED: 
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Grean, Assistant County Attorney

Until a change is requested, all tax statements
shall be sent to the following address:
THE CITY OF GRESHAM
DEPT OF ENVIRONMENTAL SERVICES
1333 NW EASTMAN PARKWAY
GRESHAM OR 97030

After recording return to:
MULTNOMAH COUNTY TAX TITLE
503/4/TT

DEED TO THE CITY OF GRESHAM

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF GRESHAM, a municipal corporation of the State of Oregon, Grantee, the following three separate parcels of real property, located in the City of Gresham, Multnomah County, Oregon:

As described in the attached Exhibit A.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor.

This transfer is for minimal monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners this 26th day of August 2004, by authority of a Resolution of the Board of County Commissioners entered of record.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Christopher D. Crean, Assistant County Attorney

ACCEPTED:
CITY OF GRESHAM
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By _____
Rob Fussell, City Manager

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 26th day of August 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

**EXHIBIT A TO
DEED TO CITY OF GRESHAM**

PARCEL NO. 1 – D051966 LEGAL DESCRIPTION:

Lot R, WILLOWBROOK

Tax Account No.: R309082
Amount Paid for Transfer \$100

PARCEL NO. 2 – D051967 LEGAL DESCRIPTION:

Lot S, WILLOWBROOK

Tax Account No.: R309083
Amount Paid for Transfer \$100

PARCEL NO. 3 – D051968 LEGAL DESCRIPTION

A tract of land situated in the Southwest one-quarter of Section 10 Township 1 South, Range 3 East of the Willamette Meridian in the County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING in the one-half section line dividing Section 10 into East and West one-halves, 49.00 feet North of the Southwest corner of the Southeast one-quarter of said Section; thence Easterly parallel to the South line of said section to the center of County road; thence North 42° 01' 45" West along the said road to where the centerline of said County road intersects the one-half Section line dividing Section 10 into East and West halves; thence Southerly along the said one-half Section line to the point of beginning.

EXCEPTING THEREFROM that part lying within the following described tract.

Beginning on the Westerly line of S.E. Roberts Avenue, North 118.29 feet and East 39.65 feet from the South one-quarter corner of Section 10; thence South 33°56' 00" West a distance of 82.31 feet; thence North 88°51'00" East 100.00 feet more or less to the Westerly line of S.E. Roberts Avenue; thence North 40°12'30" West 86.80 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion lying within S.E. Roberts Avenue.

Tax Account No.: R339024
Amount Paid for Transfer \$100

**EXHIBIT A TO
DEED TO CITY OF GRESHAM**

PARCEL NO. 1 – D051966 LEGAL DESCRIPTION:

Lot R, WILLOWBROOK

Tax Account No.: R309082
Amount Paid for Transfer \$100

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Lot S, WILLOWBROOK

Tax Account No.: R309083
Amount Paid for Transfer \$100

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EXCEPTING THEREFROM that part lying within the following described tract.

Beginning on the Westerly line of S.E. Roberts Avenue, North 118.29 feet and East 39.65 feet from the South one-quarter corner of Section 10; thence South 33°56' 00" West a distance of 82.31 feet; thence North 88°51'00" East 100.00 feet more or less to the Westerly line of S.E. Roberts Avenue; thence North 40°12'30" West 86.80 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all that portion lying within S.E. Roberts Avenue.

Tax Account No.: R339024
Amount Paid for Transfer \$100

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-10

Est. Start Time: 10:25 AM

Date Submitted: 08/02/04

Requested Date: August 26, 2004

Time Requested: 5 mins

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: Resolution Authorizing the Proposed Auction of Twelve Tax Foreclosed Properties

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the sale of Twelve Tax-Foreclosed Properties at public auction. The attached Exhibit A provides a map of each property. The Department of Business and Community Services recommends that the public auction be approved.

2. **Please provide sufficient background information for the Board and the public to understand this issue.**

All of the properties have been reviewed by the Greenspace Review Committee. In addition, all of the properties except property No. 3 have been made available to government agencies for public use and to non-profit housing developers for low-income housing. The Affordable Housing Development Program (AHDP) requested property No. 10 but because of a high amount of IRS liens, the transfer was never completed. None of the other properties made available to government agencies and AHDP were requested for transfer.

The attached Exhibit B shows the current assessed value, minimum bid, back taxes and expenses, outstanding City of Portland liens, IRS liens, and zoning for each property. The attached Exhibit C provides a brief synopsis of each property.

3. Explain the fiscal impact (current year and ongoing).

The sale of these properties removes them from the County's ownership and maintenance requirements. The proceeds reimburse the County for any applicable Tax Title expenditures, reimburses any local municipalities for outstanding liens owing per the IGA and the remaining proceeds are distributed to the taxing districts.

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcels will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

Tax Title will send notification of the sale to all adjacent property owners prior to the sale.

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 08/02/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

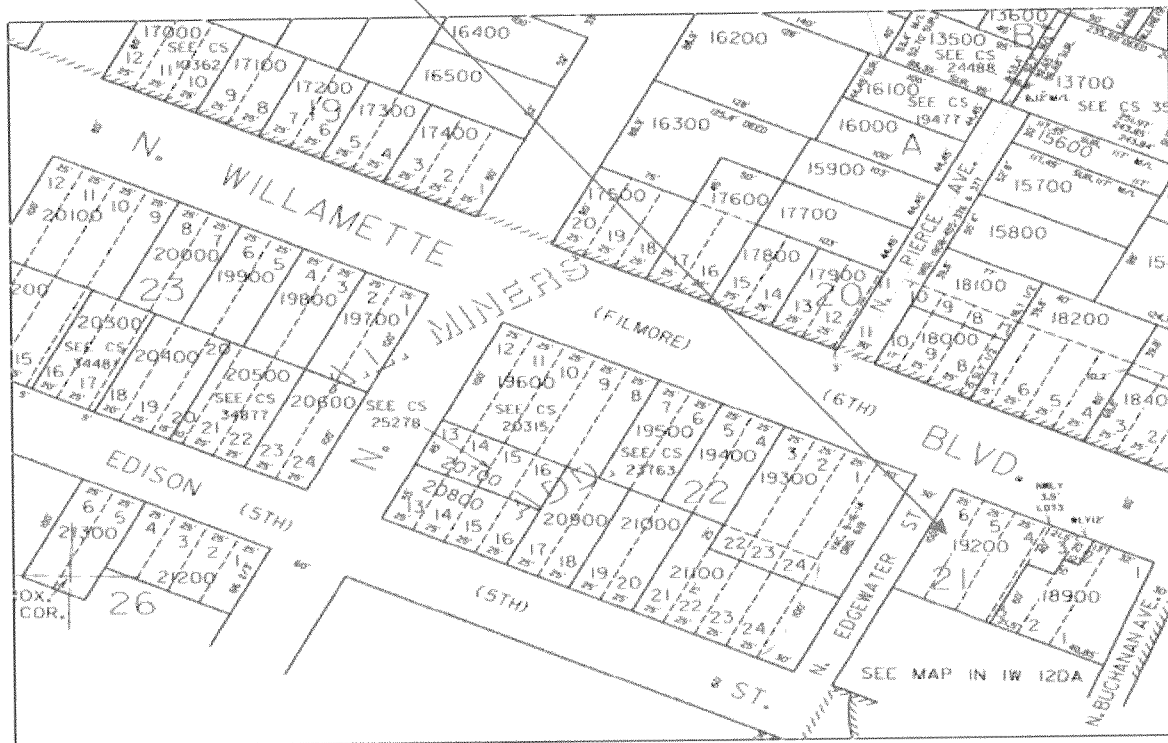
Date:

EXHIBIT A

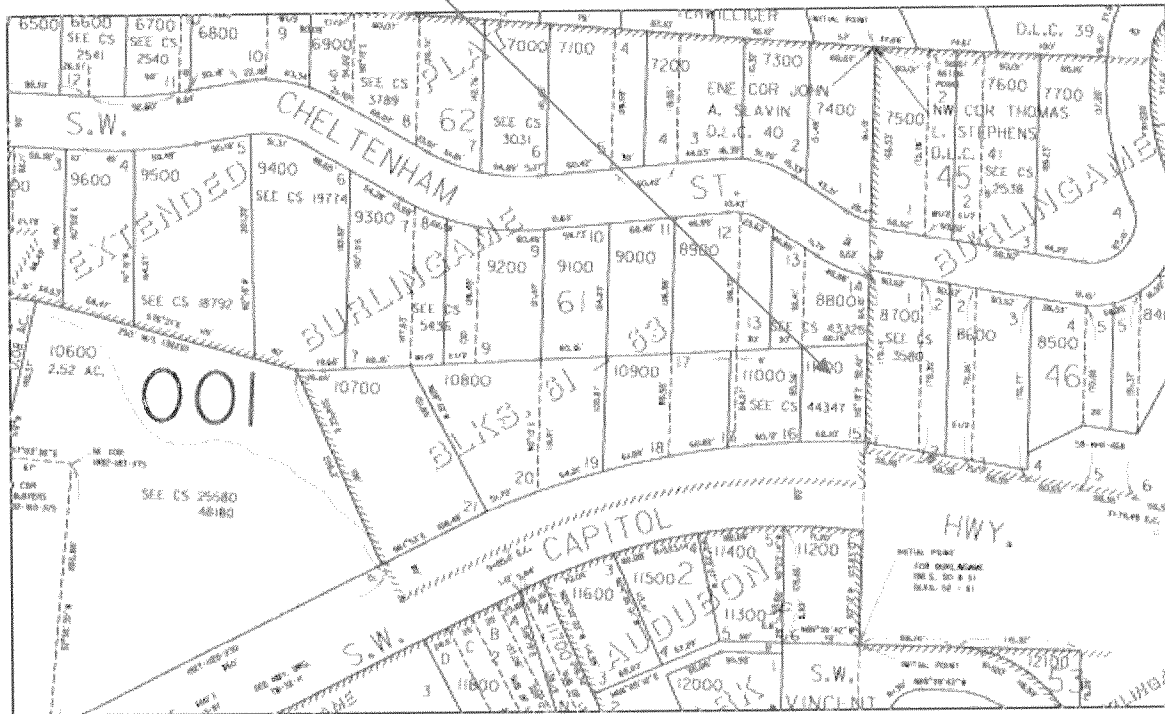
Property No.:1

Tax Account Number R100002, (R00010-0040)

Location: 7600 N Willamette Blvd



Property No.:2
 Tax Account Number: R124185, (R11910-7470)
 Location: 6135 W/ SW Capitol HWY



Property No.:3
 Tax Account Number R124878. (R12190-4830)
 Location: 6522 N Villard

6000 13 SEE CS 4625		3800 12 SEE CS 146.59-007		3700 13 100'		1400 12 100'		1300 13 100'					
N.		DEKUM		(GRANT) (CHURCH)									
VILLARD	6100 24	8400 1	ATLANTIC	8500 24	10100 1	GREELEY	10200 24	12300 1 SEE CS 12524	BURRAGE (NINTH ST.) AVE.				
	6200 23	8300 2		8600 23			10300 23	12200 2					
	6300 22	8200 3		22 22 8700	10000 3		10400 22	12100 3					
	6400 21	8100 4		21	9900 4		10500 21	12000 4 SEE CS 15331					
	6500 20	8000 5		8800 20 SEE CS 15661	9800 5		10600 20	11900 5					
	6600 19	20 7900 6		8900 19	13 9700 6		10700 19	12 11800 6					
	6700 18	7800 7		9000 18	9600 7		10800 18 SEE CS 4787	11700 7					
	6800 17	7700 8		9100 17	8 8		10900 17 SEE CS 53317	11600 8					
	6900 16	7600 9		16 16 9200			11000 16	11500 9					
	7000 15	7500 10		15	9400 9400 A1 10		11100 15	11400 10 SEE CS 3937					
	7100 14	7200 14		9300 14	SEE CS 53972		SEE CS 6364 14 39272	11300 11					
	7200 13	7300 12		13	12		13	11200 12					

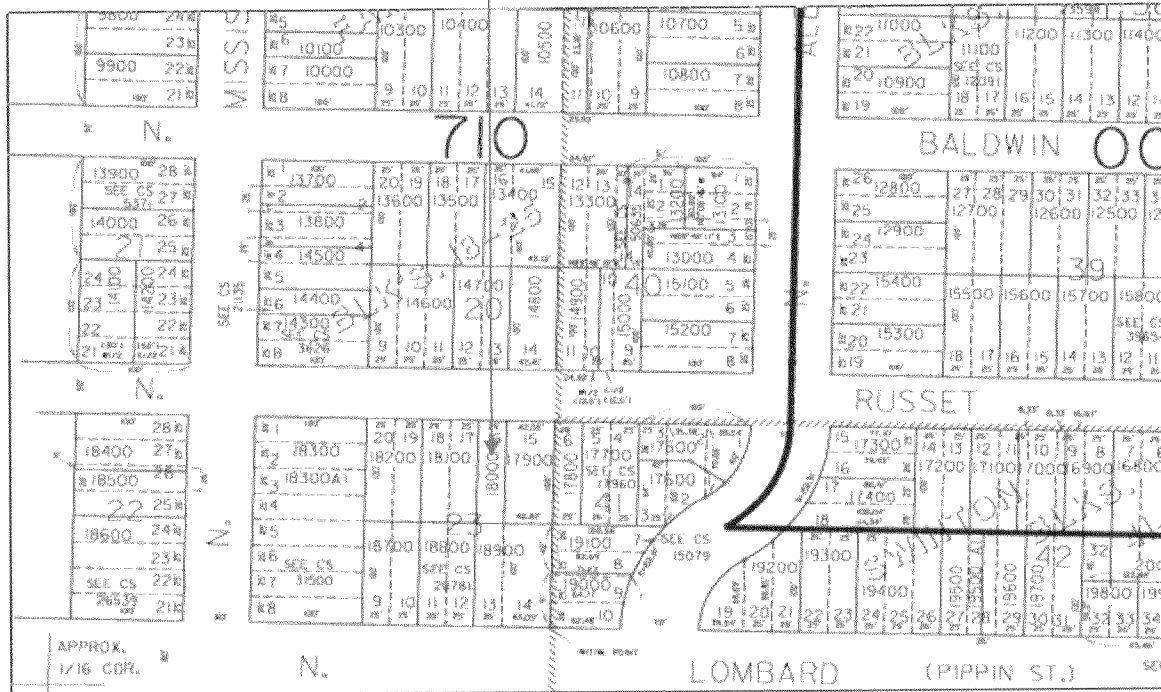




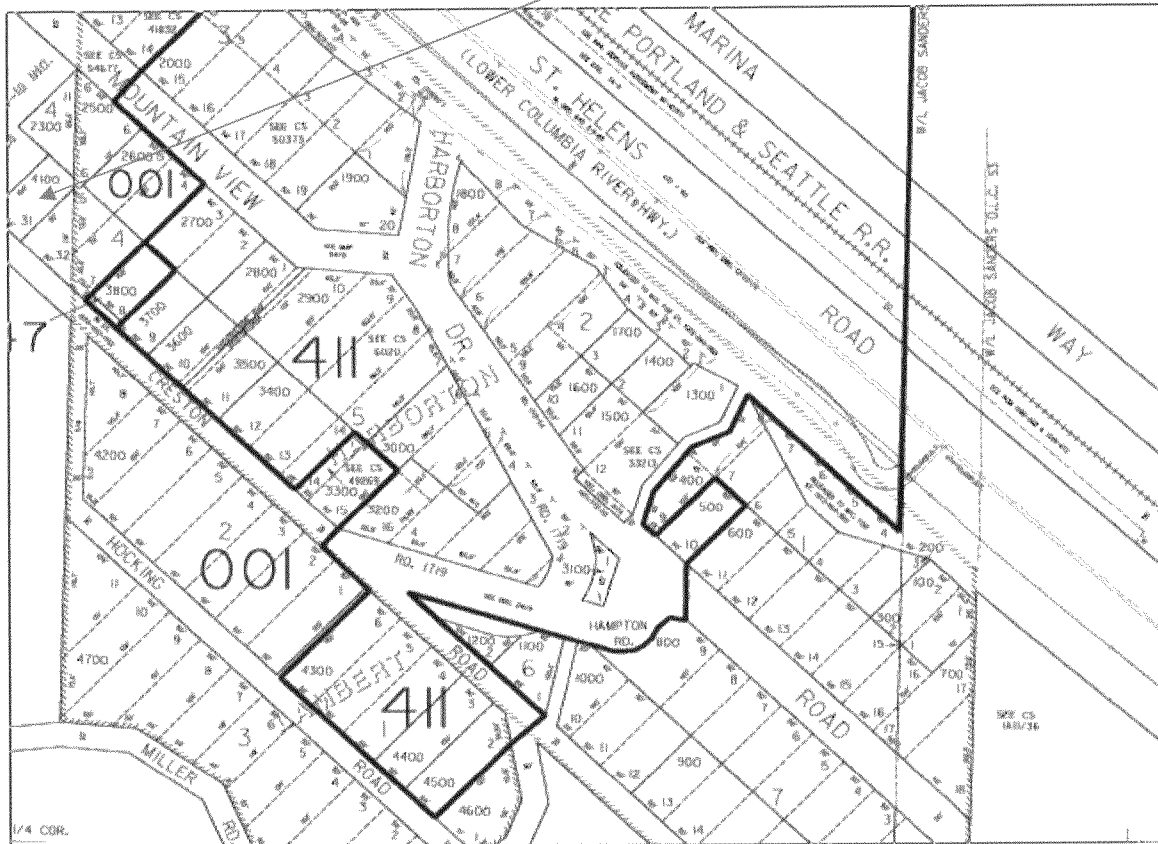
Location: Vacant Lot off of Yamhill



Property No.:6
 Tax Account R160139, (26790-3120)
 Location: Between 840 & 856 N Russet



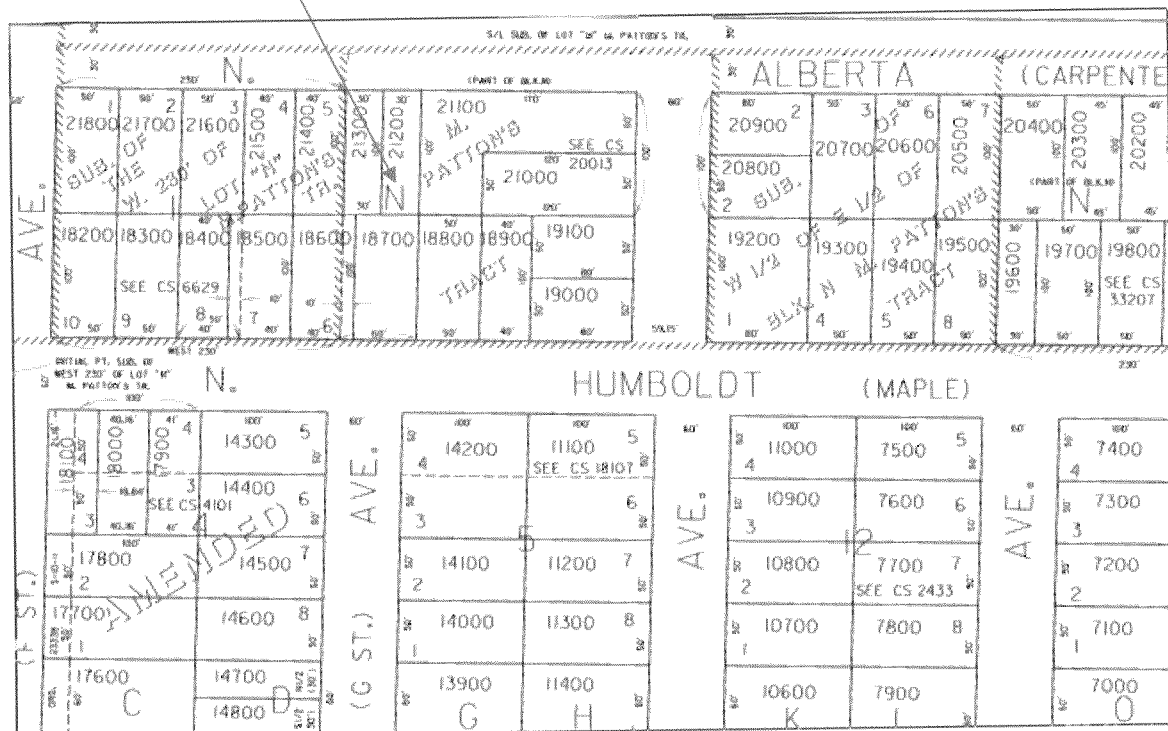
Property No.:7
Tax Account R175881, (R35960-0970)
Location: NW Creston above NW ST Helen's RD



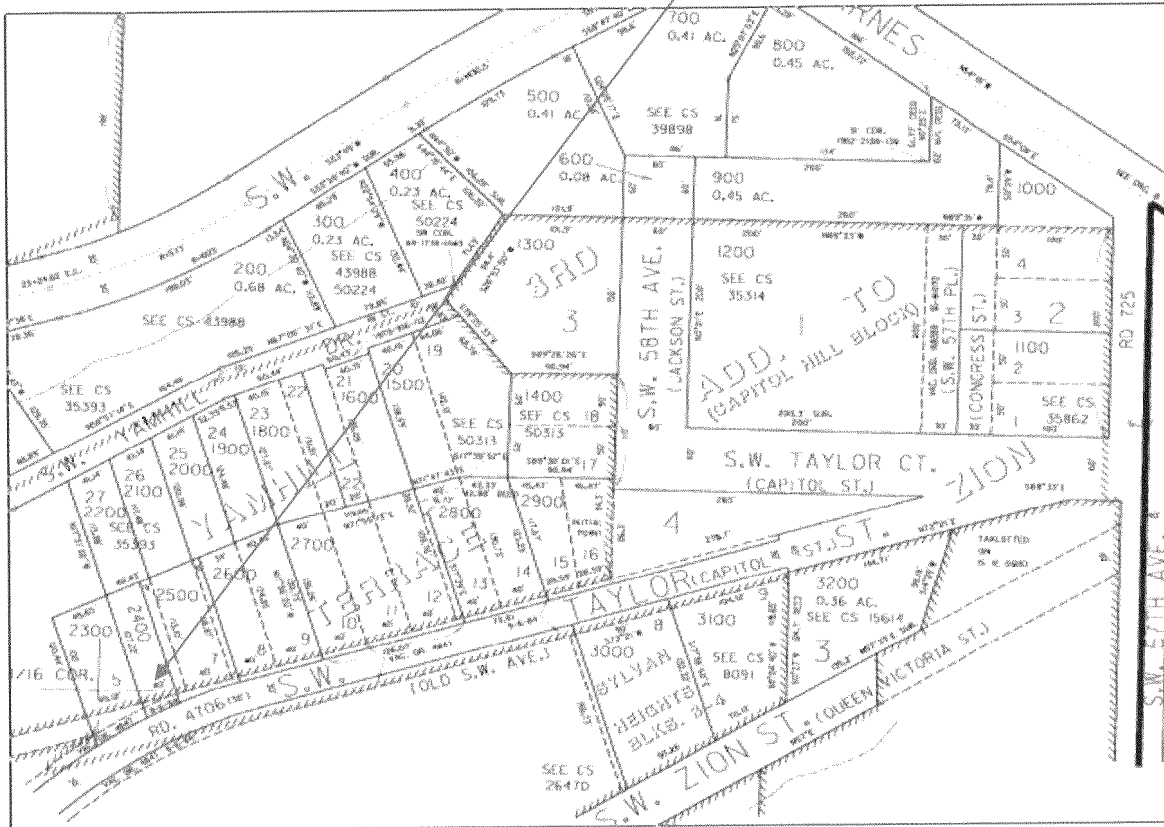
Property No.:8
Tax Account R177521, (R36780-0090)
Location: Strip between 500 & 510 NE 28th



Location: 838 N Alberta



Property No.:10
Tax Account Number: R313764, (R39440-0150)
Location: Between 6021 & 5929 SW Taylor St (Driveway)



Location: SW/C 25th & SW Beaverton Hillsdale HWY



Property No.:12
Tax Account R334654, (R99212-0170)
Location: 15800 N/ SE Powell Blvd

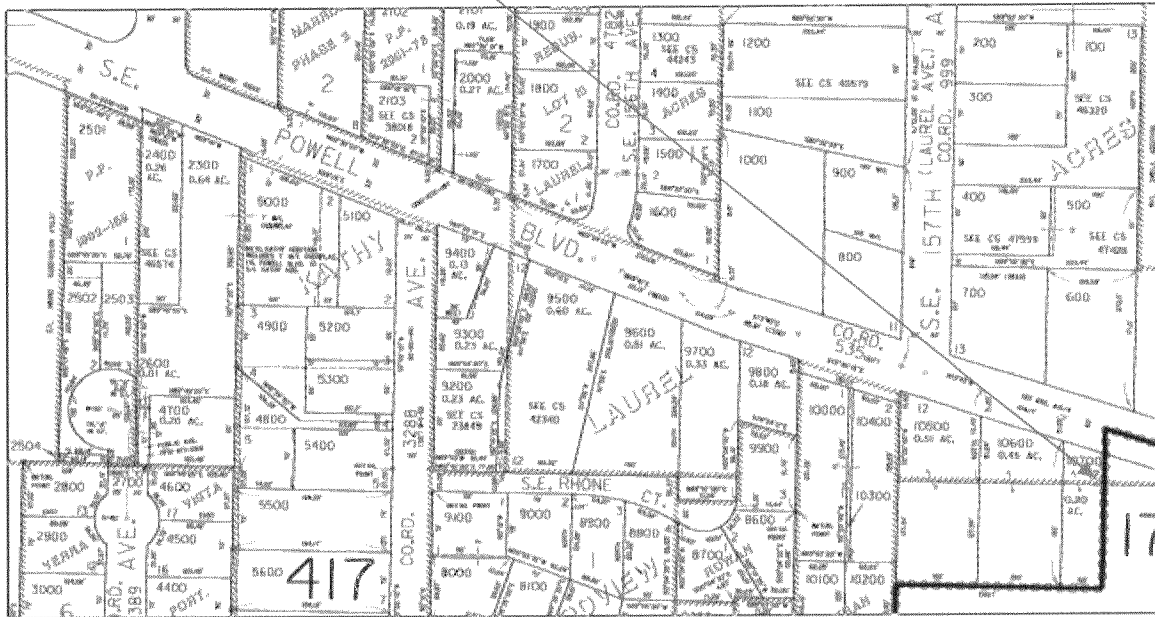


Exhibit B

SURPLUS PROPERTY LIST:

ITEM #	TAX ACCT NO/ STATE ID MAP NO.	PROPERTY LOCATION	ASSESSED VALUE	MINIMUM BID
1.	R00010-0040 R100002 1N1W12AD 19200	7530 N Willamette Blvd Portland OR 97203 <ul style="list-style-type: none"> ◆ Former Gas Station ◆ 9,010 sq. ft. ◆ Zoning CN2 Commercial Neighborhood ◆ Back Taxes and Expenses \$59,281. ◆ City Liens \$25,359 	\$95,530	\$72,500
2.	R-11910-7470 R124185 1S1E16DB Parcel 11100	6135 W/ SW Capitol Highway Portland OR 97239 <ul style="list-style-type: none"> ◆ Unimproved, Fairly Steep Wooded Hillside ◆ 5,200 sq. ft. ◆ Zoning T7CD ◆ Back Taxes and Expenses \$5,586 	\$47,000	\$32,900
3.	R-12190-4830 R124878 1N1E16BD Parcel 07000	6522 N Villard Portland OR 97217 <ul style="list-style-type: none"> ◆ Two Bedroom, 1182 sq. ft Home ◆ 5,000 sq. ft. ◆ Zoning R5 ◆ Back Taxes and Expenses \$21,097 ◆ City Liens \$10,618.08 	\$100,240	\$70,200
4.	R-17690-0260 R139497 1N1E27BB Parcel 02100	Adjacent to Kaiser Hospital N Interstate near N Cook Inters Portland OR 97227 <ul style="list-style-type: none"> ◆ Unimproved ◆ 6,928 sq. ft ◆ Zoned IRD ◆ Back Taxes and Expenses \$566 	\$69,350	\$52,000
5.	R-22500-0480 R149575 1S2E05BB Parcel 10400	Between 6611 & 6639 SE Yamhill Ct Portland OR 97215 <ul style="list-style-type: none"> ◆ Unimproved ◆ 3,150 sq. ft. ◆ Zoning R5 ◆ Back Taxes and Expenses \$3,517 	\$63,500	\$44,450
6.	R-26790-3120 R160139 1N1E10CD Parcel 18000	Between 840 & 856 N Russet Portland OR 97217 <ul style="list-style-type: none"> ◆ Unimproved ◆ 2,500 sq ft. ◆ Zoning R5H ◆ Back Taxes and Expenses \$498 	\$2,500	\$1,875

7.	R-35960-0970 R175881 2N1W34BC Parcel 04100	Above St Helen's Road Portland OR 97231 ♦ Unimproved ♦ 4,750 sq. ft. ♦ Zoned R10C, R10 ♦ Back Taxes and Expenses \$333	\$1,100	\$825
8.	R-36780-0090 R177521 1N1E36BC Parcel 05400	500 N/ NE 28 th Ave Portland OR 97232 ♦ Unimproved ♦ 730 sq. ft. ♦ Zoned CS ♦ Back Taxes and Expenses \$816	\$10,320	\$7,740
9.	R-52070-7150 R210912 1N1E22BD Parcel 21200	838 N Alberta St Portland, OR 97217 ♦ Three Bedroom, 1008 sq. ft. Home in Poor Condition ♦ 3,000 sq. ft. ♦ Zoned R2.5A ♦ Back Taxes and Expenses \$18,007 ♦ City Liens \$2,429	\$56,500	\$42,375
10.	R-93440-0150 R313764 1S1E06BA Parcel 02400	6021 & 5929 SW Taylor St. (Driveway) Portland OR 97221 ♦ Unimproved ♦ 3,790 sq. ft. ♦ Zoned R10 ♦ Back Taxes and Expenses \$1,533	\$710	\$500
11.	R-99117-3480 R328905 1S1E17DA Parcel 04900	SW/C 25 th & SW Beaverton Hillsdale Hwy Portland OR 97239 ♦ Unimproved ♦ 8,276 sq. ft. ♦ Zoned R2CD, R2D ♦ Back Taxes and Expenses \$2,590	\$27,920	\$19,550
12.	R-99212-0170 R334654 1S2E12DB Parcel 10700	15800 N/ SE Powell Blvd Portland, OR 97236 ♦ Unimproved ♦ 8,712 sq. ft. ♦ Zoned R2A ♦ Back Taxes and Expenses \$2,344	\$59,000	\$44,250

Exhibit C

Proposed Auction Properties 2004

1. R100002 – 7530 N Willamette Blvd – Came into County ownership through foreclosure on 10/26/92. The property is an abandoned gas station that has underground storage tanks. Level I and Level II Site Assessments have been completed on the property with a recommendation that the tanks be removed. The parcel has been made available to government agencies and to AHDP. The lot is just over 9,000sf in size and is located in a small area that has a Neighborhood Commercial zoning designation.
2. R124185 – Vacant lot east of 6135 SW Capitol Highway Came into County ownership through foreclosure on 10/11/96. Lot is adjacent to 6135 SW Capitol Highway. Fairly steep, wooded hillside parcel. The property was made available to government agencies and AHDP. It was offered for sale at the 4/25/00 auction but did not sell.
3. R124878 – 6522 N Villard – Came into County ownership through foreclosure on 9/24/02. House was vacated in March 2003. Dwelling has some deferred maintenance but overall is a solid structure. Property has not been made available to government agencies or AHDP. The size of the lot is 5,000sf.
4. R139497 – Vacant lot adjacent to Kaiser Hospital property and N Interstate Ave – Came into County ownership through foreclosure on 9/22/98. Parcel was created as the result of the street vacation that took place along with development of the immediate area in the early 1990's. It is zoned IR, a multi-use zone that provides for the establishment and growth of large institutional campuses as well as higher density residential development. A portion of the parcel is currently used as the parking lot for a Kaiser facility. The balance of it is in lawn and landscaped. The property was made available to government agencies and AHDP. The size of the lot is approximately 6,928sf.
5. R149575 – Vacant lot adjacent to 6639 SE Yamhill Ct – Came into County ownership through foreclosure on 9/27/97. Improvements in the form of a wood deck and landscaping belonging to 6639 SE Yamhill Ct encroach onto the subject property. A survey was completed of the property to verify the location of the improvements. The lot is approximately 42' x 73' (3,105sf) in size. It was made available to government agencies and AHDP. The zoning is R5.
6. R160139 – Vacant lot between 840 & 856 N Russet St – Came into County ownership through foreclosure on 9/19/01. The lot is approximately 25' x 100' (2,500sf) in size. It appears to have been used for access at one time to commercial properties that front on N Lombard but a pile of dirt and other barriers have been placed at one end to prevent any through access. A letter was obtained from the City of Portland stating that the parcel could be buildable. The property was made available to AHDP.
7. R175881 – Vacant lot located on NW Creston Road above St Helens Road – Came into County ownership through foreclosure on 9/19/01. The lot is approximately 50' x 100' (5,000sf) in size. NW Creston Road is unimproved and dead-ends a short distance to the west of the subject. The parcel has a brush and tree cover and slopes down to the north from NW Creston. Zoning for the property is R10c, which allows development of the single dwelling units at density of one unit for every 10,000sf on net site area. It also is in an environmental overlay zone, which requires certain considerations. It was made available to AHDP.

8. R177521 – Vacant strip between two commercial buildings at corner of NE 28th and Glisan – Came into County ownership through foreclosure on 9/19/01. The strip is located between two commercial buildings, each having apartment units on the upper floors and commercial businesses on the ground floor. Access to apartment units in the north building is located off the strip just up from the street. There are air conditioning units used by the south building located on or just off the strip. It was made available to government agencies and AHDP.
9. R210912 – 838 N Alberta – Came into County ownership through cancellation of a contract on 12/10/98. Property was made available to AHDP but IRS liens prevented the transfer. House is located adjacent to Neil Kelly Remodeling on a 3,000sf lot. The interior of the house is in poor condition and there is not access to the front entrance.
10. R313764 – Vacant lot between 5929 and 6021 SW Taylor St – Came into County ownership through foreclosure on 9/26/95. The lot is approximately 31' x 122' (3,782sf) and is in asphalt. The parcel serves as a driveway and provides access to three properties off SW Taylor St. It was offered for sale at two previous public auctions but did not sell.
11. R328905 – Vacant lot adjacent to 2521 SW Bertha Blvd – Came into County ownership through foreclosure on 9/19/01. The lot is approximately 85' x 92' (7,820sf) in size. It was made available to AHDP. The parcel is adjacent to SW Beaverton Hillsdale Highway, which is one of the main arterials in the area. The lot slopes down from the north as well as from the south to a ravine at the bottom. A seasonal creek flows near the base of the property.
12. R334654 – Vacant lot adjacent to 15734 SE Powell Blvd – Came into County ownership through foreclosure on 9/29/97. Approximately 50' x 180' ((9,000sf) in size. Used as part of driveway for adjacent property. Made available to government agencies and AHDP.

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Thursday, July 29, 2004 12:04 PM
To: BOGSTAD Deborah L
Subject: FW: August 26th Board Documents for Authorizing the Proposed Auction of 12 Tax Foreclosed Properties

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

From: CREAN Christopher D
Sent: Thursday, July 29, 2004 11:56 AM
To: GRACE Becky J
Subject: RE: August 26th Board Documents for Authorizing the Proposed Auction of 12 Tax Foreclosed Properties

Becky -

I have reviewed the attached sale documents and they may be circulated for signature. Thanks.

- Chris

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

From: GRACE Becky J
Sent: Thursday, July 29, 2004 10:56 AM
To: CREAN Christopher D
Subject: August 26th Board Documents for Authorizing the Proposed Auction of 12 Tax Foreclosed Properties

Hi Chris,

Attached for your review and approval are the August 26th board documents requesting permission to sell 12 properties at a Public Auction.
Thank you,

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

8/2/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Property Taxes

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County has foreclosed for delinquent property taxes twelve properties more particularly described in Exhibit A.
- b) Multnomah County now holds title to the above referenced properties as authorized under ORS 312.200.
- c) These twelve properties are not needed for County purposes or use; it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110 through 275.190.

The Multnomah County Board of Commissioners Resolves:

- 1. The Multnomah County Sheriff is directed to conduct a public sale and provide for notice of the sale in compliance with ORS 275.110 through ORS 275.190; at a time and place to be determined, of the properties described in the attached Exhibit A for not less than the minimum price set for each property therein.
- 2. The terms of the sale shall require all properties that sell for \$4000 or less be sold for cash. Properties that sell for \$4001 or more may be sold for cash or on contract at 7.0% interest if contract requirements are met as provided in ORS 275.190.

ADOPTED this 26th day of August 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

EXHIBIT A

TWELVE TAX FORECLOSED PROPERTIES PROPOSED FOR PUBLIC SALE BY MULTNOMAH COUNTY

1. Legal Description: Northeasterly 25' of Northwesterly 12' of lot 2, Northeasterly 40' of Southeasterly 21.5' of Lot 3, Northwesterly 3.5' of Lot 3, Lots 4-6; Block 21; A.L. MINERS ADDITION

Property Location: 7530 N Willamette Blvd - IMPROVED
Tax Account Number: R100002 (R-00010-0040)
Minimum Bid: 72,500
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 1992/93
Back Taxes & Expenses \$59,281
2. Legal Description: Lot 15, Block 61; BURLINGAME

Property Location: 6135 W/SW Capitol Highway
Tax Account Number: R124185 (R-11910-7470)
Minimum Bid: \$32,900
Greenspace Designation: Open Space
Made Available for Transfer: 1996/97
Back Taxes & Expenses \$5,586
3. Legal Description: Lot 15, Block 20; BURRAGE TRACT

Property Location: 6522 N Villard - IMPROVED
Tax Account Number: R124878 (R-12190-4830)
Minimum Bid: \$70,200
Greenspace Designation: No Designation Assigned
Made Available for Transfer: Not Made Available
Back Taxes & Expenses \$10,554
4. Legal Description: As Shown in Exhibit A-1

Property Location: Adjacent to Kaiser Hospital N. Interstate near N Cook Inters
Tax Account Number: R139497 (R-17690-0260)
Minimum Bid: \$52,000
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/2002
Back Taxes & Expenses: \$566

5. Legal Description: West 17' of Lot 2, East One-Half of Lot 3, Block 7; Except Portion in SE Belmont Street; EAST LYNNE
- Property Location: Between 6611 & 6639 SE Yamhill CT
Tax Account Number: R149575 (R-22500-0480)
Minimum Bid: \$44,450
Greenspace Designation: Combined Sewer Overflow
Made Available for Transfer: 1989/90
Back Taxes & Expenses: \$3517
6. Legal Description: Lot 16, Block 23; FAIRPORT
- Property Location: Between 840 & 856 N Russet
Tax Account Number: R160139 (R-26790-3120)
Minimum Bid: \$1,875
Greenspace Designation: No Designation
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$498
7. Legal Description: Lot 31, Block 4; HARBORTON
- Property Location: Above St Helen's Road
Tax Account Number: R175881 (R-35960-0970)
Minimum Bid: \$825
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$333
8. Legal Description: North 10' of the South 60' of Lot 11, North 10' of the South 60' of Lot 12-Except part in Street; Block 1; HAWTHORNES FIRST ADDITION
- Property Location: 500 N/ NE 28th Ave
Tax Account Number: R177521 (R-36780-0090)
Minimum Bid: \$3,550
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$816
9. Legal Description: North 100' of East 30' of West 290' of the W ½ of Block N; M. PATTONS TRACT
- Property Location: 838 N Alberta St IMPROVED
Tax Account Number: R210912 (R-52070-7150)
Minimum Bid: \$42,375
Greenspace Designation: No Designation
Made Available for Transfer: 1999/00
Back Taxes & Expenses: \$20,897

10. Legal Description: Lot 6 including part of vacated streets except the Easterly 9'; YAMHILL TERRACE
- Property Location: 6021 & 5929 SW Taylor St. (Driveway)
Tax Account Number: R313764 (R-93440-0150)
Minimum Bid: \$500
Greenspace Designation: No Designation
Made Available for Transfer: 1995/96
Back Taxes & Expenses: \$2338
11. Legal Description: As Shown in Exhibit A-2
- Property Location: SW/C 25th & SW Beaverton Hillsdale Hwy
Tax Account Number: R328905 (R-99117-3480)
Minimum Bid: \$19,550
Greenspace Designation: No Designation
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$2590
12. Legal Description: As Shown in Exhibit A-3
- Property Location: 15800 N/ SE Powell Blvd
Tax Account Number: R334654 (R-99212-0170)
Minimum Bid: 44,250
Greenspace Designation: Combined Sewer Overflow
Made Available for Transfer: 1999/00
Back Taxes & Expenses: \$2344

EXHIBIT A-1

Property No.:4

Legal Description:

R139497

All that portion of Lot 1, Block 4, "Cook's 2nd Addition to Albina" lying Northeasterly of the Southwesterly line of the following described tract of land. Also including part of vacated street, Ordinance 163244, lying East of said Lot 1 and adjacent.

A tract of land including portions of Block 4, Cook's 2nd Addition to Albina, and N. Montana Avenue and N. Cook Street (Grant Street), all located within northwest one-quarter of Section 27 Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, State of Oregon. more particularly described as follows:

Bearings and distances are based on PS 44592, a duly recorded survey in Multnomah County. Beginning at the Northeast corner of Block 4, "Cook's 2nd Addition to Albina"; thence along the Easterly extension of the North line of said Block 4. S. 89°51'00" E., 75.00 feet to the East line of N. Montana Avenue; thence South along said East line, a distance of 50.13 feet to the Northeasterly line of N. Cook Street (Grant Street); thence along said Northerly line, S. 52°30'58" E. 264.29 feet to a point on the West line of N. Minnesota Avenue; thence along said West line, South 81.80 feet, to the Northeasterly line of N. Interstate Avenue; thence along said Northeasterly line, N 52°36'58" W, 482.34 feet to the South line of N. Kaiser Center Drive (Revere Street); thence along said South line, also being the North line of said Block 4 of "Cook's 2nd Addition to Albina", S. 89°51'00" E., 98.26 feet to the Point of Beginning.

Except the Southwesterly 20.00 feet of the above described area.

Including part of vacated street, said part being South of the centerline of N. Kaiser Center Drive inuring to Lot 1, Block 4, "Cook's 2nd Addition to Albina" per vacation Ordinance 167945.

Tax Account No.:R139497

EXHIBIT A-2

Property No.:11

A tract of land in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the East quarter corner of said Section 17; thence South 0 degrees 27' West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0 degrees 27' West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80 degrees 57' West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0 degrees 01' East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79 degrees 27' East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.

Tax Account No.:R328905

EXHIBIT A-3

Property No.:12

Legal Description:

All of the following property lying in the SE ¼ of Section 12 1S 2E, WM, City of Portland, Multnomah County, State of Oregon, including a portion of Lot 12, LAUREL ACRES, said parcel being further described as follows:

Commencing at a point of intersection with the most Northerly Northwest corner of Partition Plat 1992-40, recorded April 21, 1992, Multnomah County Plat Records and the Southerly Right of Way of SE Powell Boulevard, (County Road No. 535); thence following the Westerly line of said Partition Plat, S00°05'30"W 165.32 feet; thence N89°54'30"W along the most Westerly North line of Parcel 1 of said Partition Plat 1992-40, a distance of 50 feet to the TRUE POINT OF BEGINNING of said parcel; thence N00°05'30"E 179.80 feet to the Southerly Right of Way line of SE Powell Boulevard; thence S73°44'26"E along said Right of Way line 52.05 feet, more or less, to the most Northerly Northwest corner of Partition Plat 1992-40; thence S00°05'30"E 165.32 feet along said Plat line; thence N89°54'30"W along said Plat line, a distance of 50 feet to the POINT OF BEGINNING.

Tax Account No.:R334654

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-134

Authorizing the Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Property Taxes

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County has foreclosed for delinquent property taxes twelve properties more particularly described in Exhibit A.
- b) Multnomah County now holds title to the above referenced properties as authorized under ORS 312.200.
- c) These twelve properties are not needed for County purposes or use; it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110 through 275.190.

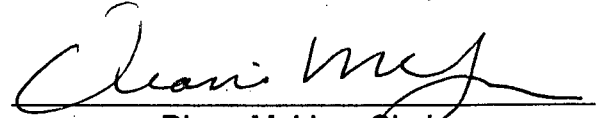
The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Sheriff is directed to conduct a public sale and provide for notice of the sale in compliance with ORS 275.110 through ORS 275.190; at a time and place to be determined, of the properties described in the attached Exhibit A for not less than the minimum price set for each property therein.
2. The terms of the sale shall require all properties that sell for \$4000 or less be sold for cash. Properties that sell for \$4001 or more may be sold for cash or on contract at 7.0% interest if contract requirements are met as provided in ORS 275.190.

ADOPTED this 26th day of August 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

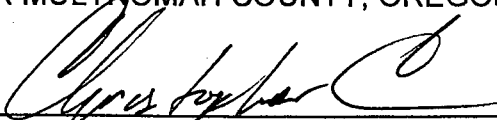
By 
Christopher D. Crean, Assistant County Attorney

EXHIBIT A

TWELVE TAX FORECLOSED PROPERTIES PROPOSED FOR PUBLIC SALE BY MULTNOMAH COUNTY

1. Legal Description: Northeasterly 25' of Northwesterly 12' of lot 2, Northeastery 40' of Southeasterly 21.5' of Lot 3, Northwesterly 3.5' of Lot 3, Lots 4-6; Block 21; A.L. MINERS ADDITION

Property Location: 7530 N Willamette Blvd - IMPROVED
Tax Account Number: R100002 (R-00010-0040)
Minimum Bid: 72,500
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 1992/93
Back Taxes & Expenses \$59,281
2. Legal Description: Lot 15, Block 61; BURLINGAME

Property Location: 6135 W/SW Capitol Highway
Tax Account Number: R124185 (R-11910-7470)
Minimum Bid: \$32,900
Greenspace Designation: Open Space
Made Available for Transfer: 1996/97
Back Taxes & Expenses \$5,586
3. Legal Description: Lot 15, Block 20; BURRAGE TRACT

Property Location: 6522 N Villard - IMPROVED
Tax Account Number: R124878 (R-12190-4830)
Minimum Bid: \$70,200
Greenspace Designation: No Designation Assigned
Made Available for Transfer: Not Made Available
Back Taxes & Expenses \$10,554
4. Legal Description: As Shown in Exhibit A-1

Property Location: Adjacent to Kaiser Hospital N. Interstate near N Cook Inters
Tax Account Number: R139497 (R-17690-0260)
Minimum Bid: \$52,000
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/2002
Back Taxes & Expenses: \$566

5. Legal Description: West 17' of Lot 2, East One-Half of Lot 3, Block 7; Except Portion in SE Belmont Street; EAST LYNNE
- Property Location: Between 6611 & 6639 SE Yamhill CT
Tax Account Number: R149575 (R-22500-0480)
Minimum Bid: \$44,450
Greenspace Designation: Combined Sewer Overflow
Made Available for Transfer: 1989/90
Back Taxes & Expenses: \$3517
6. Legal Description: Lot 16, Block 23; FAIRPORT
- Property Location: Between 840 & 856 N Russet
Tax Account Number: R160139 (R-26790-3120)
Minimum Bid: \$1,875
Greenspace Designation: No Designation
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$498
7. Legal Description: Lot 31, Block 4; HARBORTON
- Property Location: Above St Helen's Road
Tax Account Number: R175881 (R-35960-0970)
Minimum Bid: \$825
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$333
8. Legal Description: North 10' of the South 60' of Lot 11, North 10' of the South 60' of Lot 12-Except part in Street; Block 1; HAWTHORNES FIRST ADDITION
- Property Location: 500 N/ NE 28th Ave
Tax Account Number: R177521 (R-36780-0090)
Minimum Bid: \$3,550
Greenspace Designation: No Designation Assigned
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$816
9. Legal Description: North 100' of East 30' of West 290' of the W ½ of Block N; M. PATTONS TRACT
- Property Location: 838 N Alberta St IMPROVED
Tax Account Number: R210912 (R-52070-7150)
Minimum Bid: \$42,375
Greenspace Designation: No Designation
Made Available for Transfer: 1999/00
Back Taxes & Expenses: \$20,897

10. Legal Description: Lot 6 including part of vacated streets except the Easterly 9'; YAMHILL TERRACE
- Property Location: 6021 & 5929 SW Taylor St. (Driveway)
Tax Account Number: R313764 (R-93440-0150)
Minimum Bid: \$500
Greenspace Designation: No Designation
Made Available for Transfer: 1995/96
Back Taxes & Expenses: \$2338
11. Legal Description: As Shown in Exhibit A-2
- Property Location: SW/C 25th & SW Beaverton Hillsdale Hwy
Tax Account Number: R328905 (R-99117-3480)
Minimum Bid: \$19,550
Greenspace Designation: No Designation
Made Available for Transfer: 2001/02
Back Taxes & Expenses: \$2590
12. Legal Description: As Shown in Exhibit A-3
- Property Location: 15800 N/ SE Powell Blvd
Tax Account Number: R334654 (R-99212-0170)
Minimum Bid: 44,250
Greenspace Designation: Combined Sewer Overflow
Made Available for Transfer: 1999/00
Back Taxes & Expenses: \$2344

EXHIBIT A-1

Property No.:4

Legal Description:

R139497

All that portion of Lot 1, Block 4, "Cook's 2nd Addition to Albina" lying Northeasterly of the Southwesterly line of the following described tract of land. Also including part of vacated street, Ordinance 163244, lying East of said Lot 1 and adjacent.

A tract of land including portions of Block 4, Cook's 2nd Addition to Albina, and N. Montana Avenue and N. Cook Street (Grant Street), all located within northwest one-quarter of Section 27 Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, State of Oregon. more particularly described as follows:

Bearings and distances are based on PS 44592, a duly recorded survey in Multnomah County. Beginning at the Northeast corner of Block 4, "Cook's 2nd Addition to Albina"; thence along the Easterly extension of the North line of said Block 4. S. 89°51'00" E., 75.00 feet to the East line of N. Montana Avenue; thence South along said East line, a distance of 50.13 feet to the Northeasterly line of N. Cook Street (Grant Street); thence along said Northerly line, S. 52°30'58" E. 264.29 feet to a point on the West line of N. Minnesota Avenue; thence along said West line, South 81.80 feet, to the Northeasterly line of N. Interstate Avenue; thence along said Northeasterly line, N 52°36'58" W, 482.34 feet to the South line of N. Kaiser Center Drive (Revere Street); thence along said South line, also being the North line of said Block 4 of "Cook's 2nd Addition to Albina", S. 89°51'00" E., 98.26 feet to the Point of Beginning.

Except the Southwesterly 20.00 feet of the above described area.

Including part of vacated street, said part being South of the centerline of N. Kaiser Center Drive inuring to Lot 1, Block 4, "Cook's 2nd Addition to Albina" per vacation Ordinance 167945.

Tax Account No.:R139497

EXHIBIT A-2

Property No.:11

A tract of land in Section 17, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the East quarter corner of said Section 17; thence South 0 degrees 27' West 1228.53 feet along the East section line to an iron pipe set in the Southerly line of Southwest Beaverton-Hillsdale Highway for the true point of beginning of the tract to be described; thence South 0 degrees 27' West 83.20 feet to an iron pipe at the initial point and Northeast corner of the plat of PLEASANTSIDE; thence North 80 degrees 57' West along the Northerly line of PLEASANTSIDE, 104.0 feet to an iron rod; thence North 0 degrees 01' East 86.30 feet to an iron rod in the Southerly line of Southwest Beaverton-Hillsdale Highway; thence along said Southerly road line South 79 degrees 27' East 80.76 feet to an iron rod; thence Easterly along the arc of a 779.02 foot radius curve to the right, a distance of 23.90 feet to the true point of beginning. EXCEPTING therefrom the West 7 feet thereof.

Tax Account No.:R328905

EXHIBIT A-3

Property No.:12

Legal Description:

All of the following property lying in the SE ¼ of Section 12 1S 2E, WM, City of Portland, Multnomah County, State of Oregon, including a portion of Lot 12, LAUREL ACRES, said parcel being further described as follows:

Commencing at a point of intersection with the most Northerly Northwest corner of Partition Plat 1992-40, recorded April 21, 1992, Multnomah County Plat Records and the Southerly Right of Way of SE Powell Boulevard, (County Road No. 535); thence following the Westerly line of said Partition Plat, S00°05'30"W 165.32 feet; thence N89°54'30"W along the most Westerly North line of Parcel 1 of said Partition Plat 1992-40, a distance of 50 feet to the TRUE POINT OF BEGINNING of said parcel; thence N00°05'30"E 179.80 feet to the Southerly Right of Way line of SE Powell Boulevard; thence S73°44'26"E along said Right of Way line 52.05 feet, more or less, to the most Northerly Northwest corner of Partition Plat 1992-40; thence S00°05'30"E 165.32 feet along said Plat line; thence N89°54'30"W along said Plat line, a distance of 50 feet to the POINT OF BEGINNING.

Tax Account No.:R334654

AGENDA PLACEMENT REQUEST

BUD MOD #: DCHS-01

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 08-26-04
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-11

Est. Start Time: 10:30 AM

Date Submitted: 07/26/04

Requested Date: August 26, 2004

Time Requested: 10 mins

Department: County Human Services

Division: Mental Health & Addiction Services

Contact/s: Al Stickel/Chris Yager

Phone: 503 988-3691 **Ext.:** 84135/26777

I/O Address: 166/7

Presenters: Patty Pate, Nancy Winters and Chris Yager

Agenda Title: Budget Modification DCHS-01 Reallocating Mental Health OHP Funds to Fund 5.52 FTE for the Transition Related to the Implementation of the 2003 Legislatively Approved State Children's Mental Health System Change Initiative Budget Note [Continued from August 5, 2004]

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department of County Human Services recommends approval of budget modification DCHS-01.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The 2003 State Legislature directed changes to the Children's Mental Health System and DHS will begin implementing the changes effective January 1, 2005. The changes include the integration of inpatient hospital, psychiatric residential, psychiatric day treatment, and community care into "the local or regional managed care environments." For Multnomah County, this means that the resources and clients will be managed by the County's Mental Health Organization called Verity. Verity will then bear full risk for the

care of several hundred children per year who are currently in Day Treatment, Residential and certain other intensive levels of care at state expense. Approximately \$8 to \$10 million dollars in state funds will be re-allocated to the County's Mental Health and Addictions Services division on an annual basis. These are not additional revenues to the system; they are state revenues that will now be managed by the County. Some of these funds already flow through the County and will simply be reallocated. For instance, the State is ending the ITS pilot project effective Dec 31, 2004 and the \$4.2 million in annual resources are being reallocated.

This budget modification will create the infrastructure needed to manage the care of these children as Verity assumes responsibility. In particular, Verity must be able to develop effective alternatives to intensive treatment services in order to improve access to and shorten length of stay in hospital and residential care. The state funding will be able to cover the infrastructure starting January 2005.

This modification adds 5.52 FTE, consisting of 2.76 Mental Health Consultants and .92 Program Supervisor, all within the Family Care Coordination Program. Mental Health Business Operations adds 1.84 Data Technicians. These positions are needed immediately in order to begin the process of getting children out of residential treatment. This is because the state is not transferring all of the dollars they are currently spending on Multnomah County children in residential care. Our best guess based on the current discussions regarding the state formula is we will only receive funding for an estimated 70 children and we now have roughly 100 children in residential treatment. We need to get that number equal to or below 70 by January 1st 2005. The state's goal is to finalize the formula by the end of September 04.

This Family Care Coordination Program will work closely with the Call Center and employees from other agencies, DHS Child Welfare in particular. The unit provides Care Coordination & Utilization Management for services to children and families for youths being placed outside their home for treatment reasons. This will allow Verity to manage the whole System of Care for Families with intensive treatment needs families much more effectively.

Each of the children being considered for out of home treatment will be required to receive a standard assessment. The state also requires that all children coming into DHS custody get a complete mental health assessment. The new workers will perform these assessments and create a multi-system Plan of Care for the family.

3. Explain the fiscal impact (current year and ongoing).

Personnel expenditures increase by 5.52 FTE \$375,314 (on going of 6.00 FTE \$407,947) offset with a like reduction in pass through (primary provider outpatient pool) plus and additional \$148 adjustment for shared services. Service reimbursement from the Behavioral Health fund to the insurance fund increases by \$57,843.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?** No change to revenue; only a reallocation of OHP Premium from pass through to personnel.
- ❖ **What budgets are increased/decreased?** No net change to Mental Health's budget. The mental health primary provider outpatient pool is decreased while the Family Care Coordination program budget is increased.
- ❖ **What do the changes accomplish?** Provides the care management infrastructure needed for the upcoming program transition relating to the State Children's Mental Health System Change Initiative.
- ❖ **Do any personnel actions result from this budget modification? Explain.** Yes, 2.76 Mental Health Consultants, .92 Program Supervisor, and 1.84 Data Technicians.
- ❖ **Is the revenue one-time-only in nature?** N/A
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

4. Explain any legal and/or policy issues.

5. Explain any citizen and/or other government participation that has or will take place.

The State of Oregon Department of Human Services (DHS), Office of Mental Health and Addiction Services (OMHAS) has convened a number of meetings with stakeholders regarding the implementation of the Children's Mental Health System Change.

Required Signatures:

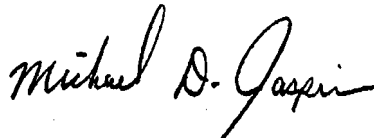
Department/Agency Director:



Date: 07/22/04

Budget Analyst

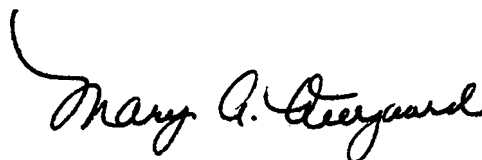
By:



Date: 07/26/04

Dept/Countywide HR

By:



Date: 07/22/04

BUDGET MODIFICATION DCHS-01

EXPENDITURES & REVENUES

Budget Fiscal Year: 04/05

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

Ln No.	Fund Center	Fund Code	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
			Internal Order	Cost Center	WBS Element						
1	20-80	3002			MA SC PP CH XIX	50190	(6,282,662)	(6,004,685)	277,977		IG-OP-Fed Thru State
2	20-80	3002			MA SC PP CH XIX	60160	6,282,662	6,004,685	(277,977)		Pass Through
3											
4	20-80	3002			MA SC PP AD XIX	50190	(9,686,658)	(9,589,174)	97,484		IG-OP-Fed Thru State
5	20-80	3002			MA SC PP AD XIX	60160	9,686,658	9,589,174	(97,484)		Pass Through
6											
7	20-80	3002			MA SC CMH XIX	50190	0	(277,829)	(277,829)		IG-OP-Fed Thru State
8	20-80	3002			MA SC CMH XIX	60000	0	184,859	184,859		Permanent (3 MHC & 1 Prgrm Sup)
9	20-80	3002			MA SC CMH XIX	60130	0	53,277	53,277		Salary Related
10	20-80	3002			MA SC CMH XIX	60140	0	39,693	39,693		Insurance
11											
12	20-80	3002			MA SA OPS XIX	50190	(216,051)	(313,535)	(97,484)		IG-OP-Fed Thru State
13	20-80	3002			MA SA OPS XIX	60000	136,440	198,026	61,586		Permanent (2 Data Techs)
14	20-80	3002			MA SA OPS XIX	60130	39,322	57,070	17,748		Salary Related
15	20-80	3002			MA SA OPS XIX	60140	39,139	57,289	18,150		Insurance
16											
17	20-80	3002			MA SA BS XIX	50190	(312,937)	(313,085)	(148)		IG-OP-Fed Thru State
18	20-80	3002			MA SA BS XIX	60360	37,404	31,171	(6,233)		Fin Ops SS 1.66%
19	20-80	3002			MA SA BS XIX	60365	152,239	158,619	6,380		HR Ops SS 1.7%
20											
21	70-01	3500		705210		50316		(57,843)	(57,843)		Insurance Rev
22	70-01	3500		705210		60330		57,843	57,843		Claims Paid
23											
24	71-10	3506		711100		50310		6,233	6,233		Svc Reim BH Fund to BSvcs Fin Fund
25	71-10	3506		711100		60240		(6,233)	(6,233)		Supplies
26											
27	71-20	3506		712006		50310		(6,380)	(6,380)		Svc Reim BH Fund to BSvcs HR Fund
28	71-20	3506		712006		60240		6,380	6,380		Supplies
29											
									0	0	Total - Page 1
									0	0	GRAND TOTAL

BUDGET MODIFICATION DCHS-01

5. ANNUALIZED PERSONNEL CHANGE

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

							ANNUALIZED			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
	208802	6074	63314	Data Tech	712028	1.00	33,471	9,646	9,864	52,981
	208802	6074	63314	Data Tech	712029	1.00	33,471	9,646	9,864	52,981
	208509	9361	64401	Prgm Supervisor	712030	1.00	59,617	17,181	11,302	88,100
	208509	6365	64401	Mental Health Consult	712031	1.00	47,105	13,576	10,614	71,295
	208509	6365	64401	Mental Health Consult	712032	1.00	47,105	13,576	10,614	71,295
	208509	6365	64401	Mental Health Consult	712033	1.00	47,105	13,576	10,614	71,295
				TOTAL ANNUALIZED CHANGES		6.00	267,874	77,201	62,872	407,947

6. CURRENT YEAR PERSONNEL DOLLAR CHANGE

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

							CURRENT YEAR			
Fund	Cost Center	JCN	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
	208802	6074	63314	Data Tech	712028	0.92	30,793	8,874	9,075	48,742
	208802	6074	63314	Data Tech	712029	0.92	30,793	8,874	9,075	48,742
	208509	9361	64401	Prgm Supervisor	712030	0.92	54,848	15,807	10,398	81,053
	208509	6365	64401	Mental Health Consult	712031	0.92	43,337	12,490	9,765	65,592
	208509	6365	64401	Mental Health Consult	712032	0.92	43,337	12,490	9,765	65,592
	208509	6365	64401	Mental Health Consult	712033	0.92	43,337	12,490	9,765	65,592
				TOTAL CURRENT FY CHANGES		5.52	246,444	71,025	57,842	375,314

BOGSTAD Deborah L

From: CARROLL Mary P
Sent: Wednesday, August 04, 2004 4:25 PM
To: LINN Diane M; ROJO DE STEFFEY Maria; NAITO Lisa H; ROBERTS Lonnie J
Cc: BOGSTAD Deborah L; ROMERO Shelli D; MARCH Steve J; MARTIN Chuck T; SMITH Andy J; BELL Iris D; JASPIN Michael D; WINTERS Nancy; BAKER Amy J; YAGER Chris D; STICKEL Al; PATE Patricia
Subject: C-3 on the Board Agenda

Serena would like to move C-3 from the Consent Agenda to the Regular Agenda
(Budget Modification DCHS-01 Reallocating Mental Health OHP Funds to Fund 5.52 FTE for the Transition Related to the Implementation of the 2003 Legislatively Approved State Children's Mental Health System Change Initiative Budget Note)

Since the Board hasn't been briefed on these changes mandated by the legislature yet, and this will involve increasing the county's liability, she feels that this would be a good opportunity for the board to hear from the department. We understand that the Children's Mental Health briefing is scheduled for later this month, but the department has agreed to provide an outline of the changes that the children's mental health system is facing and why the bud mod is needed before the briefing. We have already contacted DCHS and they will have staff available for the board meeting.

I apologize for the late notice of this, but we were only able to go over the agenda this afternoon.

Mary Carroll
Executive Assistant
Commissioner Serena Cruz
501 SE Hawthorne Blvd. Suite 600
Portland OR 97214
(503)988-5275 phn (503)988-5440 fax
mary.p.carroll@co.multnomah.or.us

8/4/2004

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-12

Est. Start Time: 10:35 AM

Date Submitted: 08/09/04

Requested Date: August 26, 2004

Time Requested: 5 minutes

Department: DCHS

Division: Domestic Violence

Contact/s: Traci Goff

Phone: 503-988-5464

Ext.: 28409

I/O Address: 166/7

Presenters: Chiquita Rollins and Traci Goff

Agenda Title: NOTICE OF INTENT to Submit a Proposal to the US Department of Health and Human Services for a Safe and Bright Futures for Children Initiative Grant

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Domestic Violence Division, Department of Health and Human Services is requesting approval to submit a proposal to the US Department of Health and Human Services. The Department of County Human Services recommends that this request be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The prosperity of our nation rests upon the health of our children. Accordingly, securing a bright future must begin with ensuring the health and safety of our children. Of the many threats to their well-being, one of the most devastating is the trauma experienced by witnessing parent conflict and the violation of safety and security in the home. Domestic violence is also a generational problem that perpetuates a dangerous cycle of both abusers and victims of abuse. As such, it is important to recognize that the primacy of safety first for children relies on providing safety and assistance to the non-abusing parent or primary caregiver, in ending violence in the home. Providing safety and preventive or intervention services to the non-abusing caregiver(s) and teaching children

and adolescents by example that it is unacceptable to resolve the problems of life by violent means is essential for their well-being.

Too often children who reside in homes where domestic violence occurs are not identified; when they are, they do not receive the necessary and appropriate help, either related to the trauma surrounding the precipitating event or with regard to long term follow-up and follow-through needs. The systems of support for battered parents/caregivers and the systems of accountability for those perpetrating interpersonal violence are often not well geared for addressing the developmental, social, emotional, or behavioral needs of children or adolescents. New promising approaches for working with children exposed to violence and their parents/caregivers are emerging.

To address this issue, the proposed project will facilitate a strategic planning project for how best to respond to children who have been exposed to domestic violence. The planning will include the DCHS as the lead agency, the Commission on Children, Families and Community, Health Department, Family Violence Coordinating Council members, Community Safety Net, Oregon Department of Human Services Child Welfare, children's mental health providers, domestic violence victim services, Department of Community Justice, Family Court, Department of School and Community Partnerships, and other appropriate community-based agencies, such as Boys and Girls Aid Society, Boys and Girls Club, Salvation Army, Relief Nurseries, and others.

3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?** The granting agency is the Office of Public Health and Science, US Department of Health and Human Services.
- ❖ **Specify grant requirements and goals.** The goal of this grant is to encourage communities to plan for, develop, implement and sustain a coordinated system of prevention, intervention, treatment, and follow-through services for children who have witnessed or been exposed to domestic violence and their families. To meet this goal, the applicant is required to:
 - Have direct experience with domestic violence prevention or show ability to partner with relevant domestic violence prevention community agencies.
 - Accomplish tasks based on strategic planning that targets specific child/adolescent service outcomes which are community specific and appropriate for the population to be served.
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** The total funding for this grant is \$150,000 (\$75,000 per year for two years). This is a one-time only grant and planning portion of the project will end when the grant ends. However, at the end of this phase of the initiative, we will be eligible to submit a proposal for the second phase of the initiative.
- ❖ **What are the estimated filing timelines?** The proposal must have arrived in Washington DC, by 2:00 p.m., September 9, 2004.
- ❖ **If a grant, what period does the grant cover?** We are proposing a two-year grant, which would start on September 30, 2004.

- ❖ **When the grant expires, what are funding plans?** At the end of the project, the County will be eligible to apply for additional funds for implementation (\$500,000 annually for three years).
- ❖ **How will the county indirect and departmental overhead costs be covered?** Indirect costs will be built into the project's budget.

4. **Explain any legal and/or policy issues involved.** There are no immediate legal and/or policy issues involved that relate to the County. The strategic planning process may identify such issues to be addressed.
5. **Explain any citizen and/or other government participation that has or will take place.**
This proposal is being developed collaboratively with the MCCFC and the Health Department, domestic violence victim services agencies, Department of County Human Services. As the lead agency, DCHS will be submitting the grant application. Our partners were chosen for this project because of their extensive experience and work in the field of domestic violence or child welfare.

Required Signatures:

Department/Agency Director: _____

Date: 08/06/04

Budget Analyst

By: _____

Date: 08/09/04

Dept/Countywide HR

By: _____

Date:

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: August 26, 2004

Agenda Item #: R-13

Est. Start Time: 10:40 AM

Date Submitted: 08/09/04

Requested Date: August 26, 2004

Time Requested: 5 minutes

Department: DCHS

Division: Domestic Violence

Contact/s: Traci Goff

Phone: 503-988-5464

Ext.: 28409

I/O Address: 166/7

Presenters: Chiquita Rollins and Traci Goff

Agenda Title: Notice of Intent to Submit a Proposal to the US Department of Justice for a Safe Start: Promising Approaches for Children Exposed to Violence Grant

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Domestic Violence Division, Department of County Human Services is requesting approval to submit a proposal to the US Department of Justice. The Department of County Human Services recommends that this request be approved.

2. Please provide sufficient background information for the Board and the public to understand this issue.

Millions of children in the United States are exposed to violence at home, in their neighborhood, and at school. Children's direct exposure to violence usually occurs in the form of child abuse and neglect, specifically physical abuse, child neglect, sexual abuse, and/or emotional abuse. Children's indirect exposure to violence typically occurs when they witness family and community violence, which includes physical, sexual, verbal and emotional abuse between adults that is seen or heard by children within the home. It also includes taking a child hostage to force a parent to return home, using a child as an emotional weapon against the victim, forcing a child to watch or participate in the abuse of a parent, and interrogating and threatening a child to obtain information about the victim's activities.

Detrimental effects of exposure to violence can include delayed language development, visual and learning deficits, emotional disturbances, failure to thrive, short-term disruptions in psychosocial functioning, lapses into states of trauma, and posttraumatic stress disorder. Children experience incidents of maltreatment and indirect exposure to domestic and community violence as traumatic events (i.e., experiences that cause physical, emotional, or psychological distress or harm). Children often perceive these events as threats to their safety or the stability of their environment.

The welfare of children exposed to violence has become a major concern, as these children often do not receive adequate intervention or treatment to address harmful aftereffects. To address the need for adequate intervention activities, the proposed project will provide needed services to children who are involved in dependency court. It will also assist in the implementation of changes to DHS Child Welfare that will ensure that children exposed to domestic violence are safe, supported and offered the best opportunities to remain with or be reunited with their non-abusing parent.

3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?** The granting agency is the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, US Department of Justice.
- ❖ **Specify grant requirements and goals.** The goal of this grant is to collaboratively develop, implement, and evaluate promising practices and policies that will effectively reduce the harmful effects of children's exposure to violence by increasing the identification of developmentally appropriate services for children and their families, improving access to these services, and enhancing the quality and delivery of services. It is expected that the applicant's project will:
 - Leverage and maximize existing resources
 - Identify collaborative intersections between agencies and systems to focus its intervention activities
 - Utilize interventions that are based on current research and knowledge in the field of exposure to violence.
 - Work cooperatively and collaboratively with OJJDP and other partners in a national effort to implement and evaluate the projects.
 - Collect and analyze data regarding the effectiveness of the project's intervention activities.
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?** This is a one-time only grant. OJJDP will select 14 projects to receive up to \$210,000, of which \$200,000 must be allocated to intervention activities and \$10,000 must be allocated for data collection activities. This RFP does require the applicant to leverage and maximize existing resources, but does not have a fiscal match requirement.
- ❖ **What are the estimated filing timelines?** The proposal must be electronically submitted to OJJDP by 5:00 p.m., Friday, September 10, 2004.

- ❖ **If a grant, what period does the grant cover?** We are proposing a two-year grant, which would start on March 1, 2005.
- ❖ **When the grant expires, what are funding plans?** At the end of the project, the County will have valuable data about the project's intervention activities and their effectiveness. DCHS will take this information into consideration when making future allocations, and evaluation research can be used to seek state or other federal funding.
- ❖ **How will the county indirect and departmental overhead costs be covered?** Indirect costs will be built into the project's budget.

4. **Explain any legal and/or policy issues involved.** There are no legal and/or policy issues involved that relate to the County.

5. **Explain any citizen and/or other government participation that has or will take place.**

This proposal is being developed collaboratively between Volunteers of America, Gresham Child Welfare, Oregon Department of Human Services, and the Domestic Violence Division, Department of County Human Services. As the lead agency, DCHS will be submitting the grant application. Our partners were chosen for this project because of their extensive experience and work in the field of domestic violence.

Required Signatures:

Department/Agency Director: _____

Date: 08/06/04

Budget Analyst

By: _____

Date: 08/09/04

Dept/Countywide HR

By: _____

Date: