



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 22 - 26, 1991

- Tuesday, July 23, 1991 - 9:30 AM - Planning ItemsPage 2
- Tuesday, July 23, 1991 - 11:00 AM - Regular MeetingPage 3
- Tuesday, July 23, 1991 - 11:00 AM - Agenda ReviewPage 3
- Thursday, July 25 - 9:30 AM - Regular MeetingPage 3

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

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

Tuesday, July 23, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

The Following July 1, 1991 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

- P-1 CS 7-91
SEC 18-91 APPROVE, SUBJECT TO CONDITIONS, the Requested Community Service Use Request to Add 40 Slips to the Boat Marina, and APPROVE, SUBJECT TO CONDITIONS, the Requested SEC Permit for Alteration of a Use within an Area of Significant Environmental Concern, for Property Located at 18699 NE MARINE DRIVE
- P-2 CU 14-91 DENY the Conditional Use Request for Development of Property with a Non-Resource Related Single Family Residence, for Property Located at 17050 NW SKYLINE BOULEVARD
- P-3 PR 5-91
ZC 5-91 DENY the Requested Amendment of the Comprehensive Plan Map Changing the Plan Designation from Commercial Forest Use to Multiple Use Forest for that Approximately 10 Acre Portion of the Subject Property, and DENY the Requested Amendment of Sectional Zoning Map #26, Changing the Described Property from CFU-80, Commercial Forest Use to MUF-38, Multiple Use Forest, for Property Located at 19100 NW SKYLINE BOULEVARD
-
- P-4 CU 6-91 Request for Board Reconsideration of the Scope of Review for the August 6, 1991 Board Hearing in the Matter of an Appeal of the Decision to APPROVE, SUBJECT TO CONDITIONS, a Requested Conditional Use Permit for a Commercial Activity that is in Conjunction with Farm Uses in the EFU Zoning District, for Property Located at 9833 NW CORNELIUS PASS ROAD
- P-5 LD 1-91 PUBLIC HEARING/ON THE RECORD/10 MINUTES PER SIDE to Review the Decision of the Planning Commission of May 7, 1991, DENYING REQUESTED APPEAL AND APPROVING, SUBJECT TO CONDITIONS, the Requested Type III Land Division, a Minor Partition Resulting in Two Lots, Including a Flag Lot, Based on the Findings and Conclusions in the Tentative Plan Decision, Dated January 24, 1991, for Property Located at 6075 SW MILL STREET
- P-6 HV 6-91 PUBLIC HEARING/ON THE RECORD PLUS ADDITIONAL TESTIMONY/10 MINUTES PER SIDE to Review the Decision of the Planning Commission of June 3, 1991, APPROVING, SUBJECT TO CONDITIONS, Requested 25 Foot Rear Yard Setback Variance to Allow Construction of an Accessory Building, Located Five Feet from the South Property Line, for Property Located at 17930 NW CHESTNUT LANE

Tuesday, July 23, 1991 - 11:00 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

1. Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon State University Extension Service to Coordinate and Organize 4-H Activities Related to the 1991 Multnomah County Fair, for the Period July 23, 1991 through August 1, 1991

Tuesday, July 23, 1991 - 11:00 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

2. Review of Agenda for Regular Meeting of July 25, 1991

Thursday, July 25, 1991 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County to Provide Photographic Darkroom Services for Development of Photographs of Crime Scenes and Criminals, for the Period July 1, 1991 through June 30, 1992

DEPARTMENT OF HUMAN SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between the State Children's Services Division and Multnomah County to Provide Funding for Weekly In-Home Visits by Nurses and/or Trained Volunteers to 50 Teen Mothers and Their Infants Through the Child's First Year, for the Period July 1, 1991 through June 30, 1992
- C-3 Ratification of an Amendment to the Physicians Care Organization Intergovernmental Agreement Between Multnomah County and the State Office of Medical Assistance Program, Reducing the Net Capitation Fee as a Result of Actions Taken by the Oregon Legislature

DEPARTMENT OF HUMAN SERVICES - continued

- App*
- C-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Sciences University to a Provide Single Point for Medical Direction, Data Collection and Research as Required by Multnomah County Code and Emergency Medical Services Rules, for the Period July 1, 1991 through June 30, 1992
 - C-5 Ratification of an Amendment to the Intergovernmental Agreement Between Multnomah County and Parkrose School District to Provide Conditions and Procedures for Operation of the Teen Health Clinic at Parkrose High School
 - C-6 Ratification of an Intergovernmental Agreement Between Multnomah County and Portland School District No. 1 to Provide Day Treatment Services for Partners Project Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992
 - C-7 Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University to Provide Day Treatment Services for Partners Project Clients and Adult Services for Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992
 - C-8 Ratification of an Intergovernmental Agreement Between Multnomah County and University Hospital to Provide Outpatient Services for Partners Project Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992

REGULAR AGENDA

DEPARTMENT OF HUMAN SERVICES

- App*
- R-1 Request for Approval in the Matter of a Notice of Intent to Apply for a Grant from the Centers for Disease Control for Development of a Prevention of HIV in Women and Infants Project
 - App*
R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University School of Nursing to Provide Evaluation of Program Changes in the County's Delivery of Prenatal Care to Multnomah County Health Division Clients, for the Period August 1, 1991 through June 30, 1992

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-3 ORDER in the Matter of the Quitclaim to the City of Portland of the Interest, if any, of Multnomah County in the Land Underlying that part of S.W. Baird Street Adjacent to Block 26, West Portland and Lots 1 and 2, Woods Parkway (Continued from July 18, 1991)

*Removed
SK motion to remove from Agenda App.*

NON-DEPARTMENTAL

App R-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Consolidation of Affirmative Action Programs, for the Period July 1, 1991 through June 30, 1992

App R-5 RESOLUTION in the Matter of Amending Resolution 91-85 to Include Technical Changes Relating to the Transfer of Various Tax Foreclosed Properties to Northeast Community Development Corporation to Aid the Nehemiah Housing Opportunity Program (as Discussed by the Board at its July 18, 1991 Meeting)

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 7-25-91

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>C-2</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-3</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-4</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-5</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-6</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-7</u>	<u> </u>	<u> </u>	<u> </u>
<u>C-8</u>	<u> </u>	<u> </u>	<u> </u>
<u>R-1</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-2</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>* R-3</u>	<u>SK</u> <i>*motion to remove from agenda</i>	<u>GH</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-5</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

PAULINE ANDERSON
Multnomah County Commissioner
District 1



605 County Courthouse
Portland, Oregon 97204
(503) 248-5220

March 21, 1991

To: Office of the Clerk
Board of County Commissioners

I will be out of town May 20-24.

In addition, I will be away from my office July 8
through August 2.

RECORDED
COUNTY CLERK'S OFFICE
1991 MAR 21 PM 2:33
MULTNOMAH COUNTY
OREGON

RICK BAUMAN
Multnomah County Commissioner
District 3



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

APRIL 12, 1991

TO: Board of Commissioners
Clerk of the Board

FROM: Rick Bauman

RE: Absence from Office

I will be out of the office for the majority of the month of July. Beginning Tuesday, July 2nd I will be absent from board meetings. I will return in time for the meeting of July 30th.

BOARD OF
COUNTY COMMISSIONERS
1991 APR 15 PM 2:57
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

MEMORANDUM

TO: Gladys McCoy, Chair of the Board
Commissioner Pauline Anderson
Commissioner Rick Bauman
Commissioner Gary Hansen
Commissioner Sharron Kelley

FROM: Paul Yarborough, DES Director 

DATE: May 29, 1991

RE: 1991 Multnomah County Fair - July 23-28, 1991

Even though July 23, 1991 seems a long way off, it is not too soon to make plans to attend the opening ceremonies for this year's Fair.

This year's theme is "Come Get On Board". The opening ceremony has been set to take place at noon, Tuesday, July 23, 1991 ("Kids' Day"). Please reserve that date and time on your calendars and plan to "Come Get on Board" for the ceremonies!

BOARD OF
COUNTY COMMISSIONERS
1991 MAY 31 PM 2:09
MULTNOMAH COUNTY
OREGON

ANNOTATED MINUTES

Tuesday, July 23, 1991 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

The Following July 1, 1991 Decisions of the Planning Commission are Reported to the Board for Acceptance and Implementation by Board Order:

- P-1 CS 7-91
SEC 18-91 APPROVE, SUBJECT TO CONDITIONS, the Requested Community Service Use Request to Add 40 Slips to the Boat Marina, and APPROVE, SUBJECT TO CONDITIONS, the Requested SEC Permit for Alteration of a Use within an Area of Significant Environmental Concern, for Property Located at 18699 NE MARINE DRIVE

ACCEPTED.

- P-2 CU 14-91 DENY the Conditional Use Request for Development of Property with a Non-Resource Related Single Family Residence, for Property Located at 17050 NW SKYLINE BOULEVARD

MOTION TO RETURN CU 14-91 TO THE PLANNING COMMISSION AND RETURN THE FILING FEE WAS APPROVED.

- P-3 PR 5-91
ZC 5-91 DENY the Requested Amendment of the Comprehensive Plan Map Changing the Plan Designation from Commercial Forest Use to Multiple Use Forest for that Approximately 10 Acre Portion of the Subject Property, and DENY the Requested Amendment of Sectional Zoning Map #26, Changing the Described Property from CFU-80, Commercial Forest Use to MUF-38, Multiple Use Forest, for Property Located at 19100 NW SKYLINE BOULEVARD

ACCEPTED.

-
- P-4 CU 6-91 Request for Board Reconsideration of the Scope of Review for the August 6, 1991 Board Hearing in the Matter of an Appeal of the Decision to APPROVE, SUBJECT TO CONDITIONS, a Requested Conditional Use Permit for a Commercial Activity that is in Conjunction with Farm Uses in the EFU Zoning District, for Property Located at 9833 NW CORNELIUS PASS ROAD

CU 6-91 CONTINUED TO AUGUST 6, 1991.

P-5 LD 1-91 PUBLIC HEARING/ON THE RECORD/10 MINUTES PER SIDE to Review the Decision of the Planning Commission of May 7, 1991, DENYING REQUESTED APPEAL AND APPROVING, SUBJECT TO CONDITIONS, the Requested Type III Land Division, a Minor Partition Resulting in Two Lots, Including a Flag Lot, Based on the Findings and Conclusions in the Tentative Plan Decision, Dated January 24, 1991, for Property Located at 6075 SW MILL STREET

PUBLIC HEARING HELD. TESTIMONY HEARD. MOTION TO SUSTAIN PLANNING COMMISSION DECISION WAS APPROVED.

P-6 HV 6-91 PUBLIC HEARING/ON THE RECORD PLUS ADDITIONAL TESTIMONY/10 MINUTES PER SIDE to Review the Decision of the Planning Commission of June 3, 1991, APPROVING, SUBJECT TO CONDITIONS, Requested 25 Foot Rear Yard Setback Variance to Allow Construction of an Accessory Building, Located Five Feet from the South Property Line, for Property Located at 17930 NW CHESTNUT LANE

PUBLIC HEARING HELD. TESTIMONY HEARD. MOTION TO SUSTAIN PLANNING COMMISSION DECISION WAS APPROVED.

COMMISSIONER KELLEY REQUESTED THAT PLANNING STAFF PROVIDE THE TESTIMONY TO THE PLANNING COMMISSION AND STAFF REPORTS AS PART OF THE PACKET INFORMATION SUBMITTED WITH ALL PLANNING ITEMS TO COME BEFORE THE BOARD OF COUNTY COMMISSIONERS. THIS WAS ACKNOWLEDGED BY ROBERT HALL OF THE PLANNING OFFICE

Tuesday, July 23, 1991 - 11:00 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

1. Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon State University Extension Service to Coordinate and Organize 4-H Activities Related to the 1991 Multnomah County Fair, for the Period July 23, 1991 through August 1, 1991

APPROVED.

Tuesday, July 23, 1991 - 11:00 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

2. Review of Agenda for Regular Meeting of July 25, 1991

R-5 JOHN DUBAY ADVISED THAT EXHIBIT A FROM RESOLUTION 91-85 WOULD BE ATTACHED TO THE AMENDED RESOLUTION BEFORE THE BOARD FOR CONSIDERATION.

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of an Intergovernmental Agreement Between the City of Portland and Multnomah County to Provide Photographic Darkroom Services for Development of Photographs of Crime Scenes and Criminals, for the Period July 1, 1991 through June 30, 1992

APPROVED.

DEPARTMENT OF HUMAN SERVICES

- C-2 Ratification of an Intergovernmental Agreement Between the State Children's Services Division and Multnomah County to Provide Funding for Weekly In-Home Visits by Nurses and/or Trained Volunteers to 50 Teen Mothers and Their Infants Through the Child's First Year, for the Period July 1, 1991 through June 30, 1992

APPROVED.

- C-3 Ratification of an Amendment to the Physicians Care Organization Intergovernmental Agreement Between Multnomah County and the State Office of Medical Assistance Program, Reducing the Net Capitation Fee as a Result of Actions Taken by the Oregon Legislature

APPROVED.

DEPARTMENT OF HUMAN SERVICES - continued

- C-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the Oregon Health Sciences University to a Provide Single Point for Medical Direction, Data Collection and Research as Required by Multnomah County Code and Emergency Medical Services Rules, for the Period July 1, 1991 through June 30, 1992

APPROVED.

- C-5 Ratification of an Amendment to the Intergovernmental Agreement Between Multnomah County and Parkrose School District to Provide Conditions and Procedures for Operation of the Teen Health Clinic at Parkrose High School

APPROVED.

C-6 Ratification of an Intergovernmental Agreement Between Multnomah County and Portland School District No. 1 to Provide Day Treatment Services for Partners Project Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992

APPROVED.

C-7 Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University to Provide Day Treatment Services for Partners Project Clients and Adult Services for Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992

APPROVED.

C-8 Ratification of an Intergovernmental Agreement Between Multnomah County and University Hospital to Provide Outpatient Services for Partners Project Clients of the Mental and Emotional Disabilities Program Office, for the Period July 1, 1991 through June 30, 1992

APPROVED.

REGULAR AGENDA

DEPARTMENT OF HUMAN SERVICES

R-1 Request for Approval in the Matter of a Notice of Intent to Apply for a Grant from the Centers for Disease Control for Development of a Prevention of HIV in Women and Infants Project

APPROVED.

R-2 Ratification of an Intergovernmental Agreement Between Multnomah County and Oregon Health Sciences University School of Nursing to Provide Evaluation of Program Changes in the County's Delivery of Prenatal Care to Multnomah County Health Division Clients, for the Period August 1, 1991 through June 30, 1992

APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-3 ORDER in the Matter of the Quitclaim to the City of Portland of the Interest, if any, of Multnomah County in the Land Underlying that part of S.W. Baird Street Adjacent to Block 26, West Portland and Lots 1 and 2, Woods Parkway (Continued from July 18, 1991)

MOTION TO REMOVE R-3 FROM THE AGENDA AT THE REQUEST OF THE ASH CREEK NEIGHBORHOOD ASSOCIATION THROUGH BOB OBERST OF FACILITIES AND PROPERTY MANAGEMENT AND WAS APPROVED.

NON-DEPARTMENTAL

R-4 Ratification of an Intergovernmental Agreement Between Multnomah County and the City of Portland to Provide Consolidation of Affirmative Action Programs, for the Period July 1, 1991 through June 30, 1992

APPROVED.

R-5 RESOLUTION in the Matter of Amending Resolution 91-85 to Include Technical Changes Relating to the Transfer of Various Tax Foreclosed Properties to Northeast Community Development Corporation to Aid the Nehemiah Housing Opportunity Program (as Discussed by the Board at its July 18, 1991 Meeting)

RESOLUTION 91-110 APPROVED.

0161C/1-5
cap



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800302
Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-1 July 25, 1991</p>
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RETURN TO: Larry Aab 313/225
 Contact Person Randy Amundson Phone 251-2491 Date _____
 Department Sheriff's Office Division Law Enforcement Bldg/Room _____
 Description of Contract Development of photographs of crime scenes and criminals as requested.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland - Darkroom Svcs
 Mailing Address Lieutenant John R. Holly II
Identification Div. Bur. Of Police
1111 SW 2nd Ave, Rm 1240, Portland, OR 97204

Phone 796-3382
 Employer ID # or SS # _____
 Effective Date 7/1/91
 Termination Date 6/30/92
 Original Contract Amount \$ 4,000.00
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.
Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature] Date 8/3/91
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 7/17/91
 County Chair/Sheriff [Signature] Date 8-1-91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3320			6110					
02.											
03.											

MULTNOMAH COUNTY OREGON
 BOARD OF COUNTY COMMISSIONERS
 1991 SEP 12 PM 3:05

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

800302

ORIGINAL

Meeting Date: JUL 25 1991

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA - City of Portland

AGENDA REVIEW/
BOARD BRIEFING: _____ (date) REGULAR MEETING 7/18/91 _____ (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement Branch

CONTACT Larry Aab TELEPHONE 700

PERSON(S) MAKING PRESENTATION Robert G. Skipper

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2-3 Minutes

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

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

Ratification of IGA between City of Portland and Multnomah County Sheriff's Office for City of Portland to provide darkroom services

NOTE: Renewal - Place on consent calender

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Robert G. Skipper
(Sheriff)

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent Original IGA + Contact
to Larry Aab 7-26-91

MULTNOMAH COUNTY
OREGON
1991 JUL 18 AM 9:03
BOARD OF
COUNTY COMMISSIONERS



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800302

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000 <div style="font-size: 2em; font-weight: bold; transform: rotate(-15deg); opacity: 0.5;">ORIGINAL</div>	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center; font-weight: bold; font-size: 1.2em;">RATIFIED</div> <div style="text-align: center; font-weight: bold;">Multnomah County Board of Commissioners</div> <div style="text-align: center;">C-1 July 25, 1991</div>

RETURN TO: Larry Aab 313/225

Contact Person Randy Amundson Phone 251-2401 Date _____

Department Sheriff's Office Division Law Enforcement Bldg/Room _____

Description of Contract Development of photographs of crime scenes and criminals as requested.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland - Darkroom Svcs.

Mailing Address Lieutenant John R. Holly II
Identification Div. Bur. Of Police
1111 SW 2nd Ave, Rm 1240, Portland, OR 97204

Phone 796-3382

Employer ID # or SS # _____

Effective Date 7/1/91

Termination Date 6/30/92

Original Contract Amount \$ 4,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Date 8/3/91

Date _____

Date 7/17/91

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	025	3320			6110						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

800302

ORIGINAL

AGREEMENT FOR SERVICES

This Agreement for Services (Agreement) is between the City of Portland, Oregon (Provider), and the Multnomah County Sheriff's Department, 12240 N.E. Gisan, Portland, Oregon 97230 (Receiver).

RECITALS:

The Provider and the Receiver desire to enter into this agreement by the terms of which the Provider, through its Bureau of Police, will provide photographic darkroom service to the Receiver on the terms set forth in this agreement.

AGREEMENT:

1. SCOPE OF PROVIDER SERVICES

- a. Develop 35mm color films compatible with industry standard C-41 (color negative) and E-6 (color slide) processes as indicated in the Schedule of Charges attached as Exhibit A.
- b. Produce color prints in sizes indicated in the Schedule of Charges, attached as Exhibit A, from 35mm color negatives.
- c. Copy VHS cassettes as indicated in the Schedule of Charges, attached as Exhibit A.
- d. Provide special handling and darkroom processing as indicated in the Schedule of Charges, attached as Exhibit A.
- e. Provide a written statement to the Receiver each calendar quarter summarizing the actual utilization of these services and their costs.

2. COMPENSATION

The Receiver shall submit payment for actual services each quarter within 30 days of receipt of quarterly statement from the Provider.

3. EFFECTIVE AND TERMINATION DATES

This agreement shall be in effect from July 1, 1991, through June 30, 1992.

4. PROVIDER CONTACT PERSON

For information concerning photographic services to be performed under this agreement, contact should be made with Lt. John Holly, Identification Unit, Bureau of Police, 1111 SW 2nd Avenue, Room 1250, Portland, Oregon 97204, telephone 796-3382.

jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

11. ASSIGNMENT

Receiver shall not assign this agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the Provider.

12. ARBITRATION

Any dispute under this agreement which is not settled by mutual agreement of the Provider and the Receiver within sixty (60) days of notification in writing by either party shall be submitted to an arbitration panel. The panel shall be composed of three (3) persons, one of whom shall be appointed by the Receiver, one of whom shall be appointed by the Provider, and one of whom shall be appointed by the two arbitrators appointed by the Provider and Receiver. In the event the two cannot agree on the third arbitrator, then the third shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrators shall be selected within thirty (30) days of the expiration of the sixty (60) days period. The arbitration shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as is reasonably possible. The Provider and Receiver shall agree on the rules governing the arbitration (including appropriation of costs), or, if the Provider and Receiver cannot agree on rules, the arbitrators shall render their decision within forty five (45) days of their first meeting with the Provider and Receiver. Insofar as the Provider and Receiver legally may do so, they shall be bound by the decision of the panel.

800302

ORIGINAL

PROVIDER: City of Portland

RECEIVER: Multnomah County

By: _____

By: _____

Name: J.E. BUD CLARK

Name: ROBERT G. SKIPPER

Title: Mayor

Title: Sheriff

Date: _____

Date: _____

By: _____

Name: Barbara Clark

Title: Auditor

Date: _____

APPROVED AS TO FORM:

REVIEWED:

City Attorney, City of Portland

Pandora Duffy
LARRY KRESSEL, County Counsel

Date: _____

Date: 7-17-91

RATIFIED
Multnomah County Board
of Commissioners

C-1 7-25-91

800302

EXHIBIT A

May 1, 1991

ORIGINAL

SCHEDULE OF CHARGES
FY 91/92

35mm Film Processing: (C-41 to produce color negatives)	
12 exposure roll	.74
24 exposure roll	1.04
36 exposure roll	1.46
35mm Bulk film (per lineal foot)	.25

35mm Film Processing (E-6 to produce mounted color slides)	
20 exposure roll	3.71
36 exposure roll	4.99

Color Prints (from 35mm color negatives)	
One contact strip (1 - 4 frames)	.49
*each addition	.28
One 3 x 5 print	.26
*each additional	.21
One 5 x 7 print	.53
*each additional	.42
One 8 x 11 print	2.73
*each additional	1.79

Mugs:	
First print	.16
*each additional	.08

*Printed at the same time from the same negative

Video Tape:	
One two (2) hour VHS cassette	26.25
(0-2 hours of tape)	
Charge if tape is provided	21.00

SPECIAL HANDLING PROCESSING \$24.45 per hour

Per City Contract #26834, FY 90/91
Per County Contract #800571, FY 90/91

Requested by: Beth Bown Title: AA1 Phone: 796-3361



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102282

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-2 July 25, 1991</p>
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Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide weekly in-home visits by nurses and/or trained volunteers to 50 teen mothers and their ^{Infants} through the child's first year.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Department of Human Resources* Children's Services Division

Mailing Address 198 Commercial St., S.E.
Salem, Or 97310-0450

Phone _____

Employer ID # or SS # N/A

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 21,000

Payment Term

Lump Sum \$ _____

Monthly \$ 1,750/month

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON
 1991 AUG 15 PM 1:28

REQUIRED SIGNATURES:

Department Manager [Signature] Date 7-5-91

Purchasing Director _____ Date _____

(Class II Contracts Only)

County Counsel [Signature] Date 7.11.91

County Chair/Sheriff [Signature] Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	0750			2613				\$21,000	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: JUL 2 5 1991

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with State Children's Services Division

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

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of Revenue Agreement with State Children's Services Division that pays the County to monitor the number of teenage women who deliver healthy normal birth-weight babies, infants who develop normal growth during the first year of life; and parents who demonstrate nurturance and caring for babies.

BOARD OF COUNTY COMMISSIONERS
JUL 16 PM 2:04
CLATSOP COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (cc)

(All accompanying documents must have required signatures)

Returned original OGA + Contracts to Herman Brame 160/2nd fl. on 7-26-91.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: *Bill* Bill Odegaard, Director, Health Division
Acting Director, Department of Human Services

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

DATE: June 27, 1991

SUBJECT: Intergovernmental Revenue Agreement with State Children's Services
Division

Retroactive: Multnomah County did not receive the contract from the state until June 22, 1991 which is five days after the DHS cut off date for submission of contracts requiring board approval prior to June 30, 1991.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and County Board ratification of this \$21,000 Intergovernmental Revenue Agreement with State Children's Services Division for the period July 1, 1991 to June 30, 1992.

Analysis: This project partially provides funds for the weekly in-home visits by Community Health Nurses and/or trained volunteers to 50 pregnant or parenting teens. The project monitors the number of teenage women who deliver healthy normal birthweight babies; infants who develop normal growth during the first year of life; and parents who demonstrate nurturance and caring for babies. The Division has \$21,000 in FY 91/92 expenditure and revenue budgets for this project.

Background: This contract has been renewed annually since May, 1986.

[7590K/p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102282

Amendment # —

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-2 <u>July 25, 1991</u></p>
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Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Provide weekly in-home visits by nurses and/or trained volunteers to 50 teen mothers and their ^{infants} through the child's first year.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Department of Human Resources
~~Children's Services Division~~
 Mailing Address 198 Commercial St., S.E.
Salem, Or 97310-0450

Phone _____
 Employer ID # or SS # N/A
 Effective Date July 1, 1991
 Termination Date June 30, 1992
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 21,000

Payment Term
 Lump Sum \$ _____
 Monthly \$ 1,750/month
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegaard (cc)

Date 7-5-91

Purchasing Director (Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 7.11.91

County Chair/Sheriff [Signature]

Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0750			2613				\$21,000	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INTERAGENCY AGREEMENT

CSD Contract Number: 1-320 277038

Date: JUNE 17, 1991

This contract between the State of Oregon, Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and

MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES

hereinafter referred to as the "Contractor" begins JULY 1, 1991 and ends JUNE 30, 1992, and includes the following which are attached hereto:

<u>Document</u>	<u>Pages</u>
SCHEDULE	4
GENERAL PROVISIONS	10
EXHIBIT I	4

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT.

CONTRACTOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

NOTE: THIS CONTRACT HAS BEEN PREPARED PRIOR TO THE OREGON LEGISLATURE GRANTING TO THE DIVISION AUTHORIZATION TO OBLIGATE FUNDS IN THE 1991-93 BIENNIUM. THIS CONTRACT IS CONTINGENT UPON FINAL ENACTMENT OF THE DIVISION'S 1991-93 BUDGET.

REVIEWED BY CONTRACTS OFFICER: *Richard Shomover* Date: 6/21/91

AGREED: CONTRACTOR
MULTNOMAH COUNTY DEPARTMENT
OF HUMAN SERVICES
426 SW Stark - 8th Floor
Portland, Oregon 97204
By: *Gladys McCoy*
Date: 7/25/91
Fed. I.D.#: 93-6002309

AGREED: CHILDREN'S SERVICES DIVISION
By: _____
Date: _____
BUDGET: 91-93

RATIFIED
Multnomah County Board
of Commissioners
C-2 7-25-91

REVIEWED:
Laurence B. Kressel, County
Counsel for Multnomah County,
Oregon
By: *Laurence B. Kressel*
Date: 7-11-91

SCHEDULE

CONTRACTOR: MULTNOMAH COUNTY DEPARTMENT OF HUMANS SERVICES

DATE: June 17, 1991

I. Services

- A. The Contractor agrees to provide the services described as follows, and in any attachments hereto, in accordance with the terms and conditions stipulated in the contract and its attachments:

The Contractor's will provide weekly in-home visits by nurses and/or trained volunteers to 50 teen mothers and their infants through the child's first year. These services will be provided in accordance with the objectives and evaluation criteria outlined in the attached EXHIBIT I.

- B. Services will be provided at 426 Stark, Portland, Oregon.

- C. The Contractor will provide the Children's Trust Fund with one (1) evaluation report and one (1) final report. The first report will be due on January 15, 1992 and the second report will be due July 15, 1992. All reports reflect cumulative data. Evaluation reports will be submitted to the Children's Trust Fund, 198 Commercial Street SE, Salem, Oregon, 97310. Any divergence from this contract in the use of agreed upon standardized evaluation measures (See Exhibit 1) are contingent upon negotiation and approval with our research contractor (Regional Research Institute) for 1991-92.

The Research contractor and Children's Trust Fund (CTF) staff will make every effort to assist programs to find compatible standardized evaluation tools for their primary service delivery method and outcome objectives, yet provide overall coherence to CTF evaluation objectives.

In accepting this grant, the recipient agency agrees to submit required evaluation data to meet CTF deadlines. Failure to do so may jeopardize continuation of these funds both within the current grant year and in response to succeeding applications. Evaluation reporting forms will be provided to the Contractor by the Children's Trust Fund.

D. The Contractor agrees to print the Children's Trust Fund logo and the fact that the program is funded in part by Children's Trust Fund dollars on all program materials, public relations materials, and in any articles written about the program.

II. Consideration

A. As consideration for the services provided by the Contractor during the period beginning July 1, 1991 and ending June 30, 1992, the Division will pay to the Contractor, by check(s), an amount not to exceed \$21,000.00 at the rate of \$1,750.00 per month..

B. It is agreed that the above contracted amount represents the full cost to the Division for the services herein contracted and that the Division will not be otherwise responsible for transportation, per diem, or other related expenses by the Contractor in performance of these services.

B. Payment will be made the Division to the Contractor monthly, on or after the first of each month following the month in which the services were performed, subject to receipt by the Division of the billing.

III. Billing

Billings will be submitted monthly on a CSD 294A to the Accounting Services Section, Children's Services Division, 198 Commercial Street, S.E., Salem, OR 97310. A supply of the form will be supplied to the Contractor by the Division.

IV. Contractor-Client Relationship

The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Division of all unresolved grievances.

V. Services to Culturally Diverse Children and Families

Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Division.

During the regularly scheduled review of the Contractor's program, the Division shall review information regarding efforts to deliver services which benefit culturally diverse children and youth.

VI. Program Records, Controls Reports and Monitoring Procedures

The Contractor agrees to maintain program records including statistical records, and to provide program records to the Division at times and in the form prescribed by the Division. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Division.

VII. Insurance

The Contractor agrees that it will at all times during the terms of this contract, have and keep in force a Professional Liability insurance policy (policies) involving the work hereunder contracted for, from an insurance company authorized to do business in the state in which the work is performed.

The limits of liability in such insurance policy (policies) shall be a combined single limit coverage of not less than \$500,000 per occurrence.

State Workers' Compensation Act

The Contractor, its subcontractors, if any, and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Out-of-state employers must provide workers'

compensation coverage for those workers in accordance with the laws of the state in which the work is performed.

Contractor shall secure and keep in effect during the term of this contract a fidelity bond covering the activities of all persons having custody of funds. The bond amount shall be not less than the monthly total of all payments from the Division to the Contractor.

The insurance policies, except Workers' Compensation and fidelity bond, required for performance of this contract shall name the State of Oregon, its Department of Human Resources, Children's Services Division, ATTN: Contract Manager, at 198 Commercial Street SE, Salem, Oregon 97310. The certificate form to be completed by the Contractor's insurer and bonding company will be maintained in the Division's file of this contract.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days' prior written notice to the Division.

GENERAL PROVISIONS

1. Extent of Agreement

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

2. Captions

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this contract.

3. Government Employment Status

The Contractor is engaged as an independent contractor. Contractor certifies that Contractor is not an employee of the State of Oregon. If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

4. Payments under this Contract; Retirement System Status

Payment as provided herein is the sole monetary obligation of the Division. Unless otherwise specified, the responsibility for payment of all operating costs, federal, state, county or city taxes/assessments and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Contractor is not a member of the Public Employes Retirement System unless otherwise stated. Payments under this contract do not entitle the Contractor to benefits under the Federal Social Security program, any unemployment insurance or workers' compensation program or the Public Employes Retirement System, except as a self-employed individual.

5. Compliance with Applicable Law, Licensing and Program Standards

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate

required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.

6. Safeguarding of Client Information

The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.

7. Equal Rights

The Contractor agrees to comply with all applicable requirements of Federal and State Civil Rights and Rehabilitation statutes, rules and regulations.

8. Access to Records

The Division, the Executive Department and the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access, upon request, to the books, documents, papers and records of the Contractor which are pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.

9. Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

10. Subcontracting

Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts

for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental but necessary for the performance of the work required under this contract (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

11. Renegotiation or Modification

All alterations, variations, modifications and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.

12. Excuses for Nonperformance

Neither party to this contract shall be held responsible for delay or failure in performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to, fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract, and after giving written notice to the other party of the cause, its effect on contract performance, and effective date of termination. If the contract is so terminated, the obligation of the Division shall be limited to payment for services provided in accordance with the contract prior to the date of termination.

13. Remedies

If the Contractor fails to provide the services or perform any of the other requirements under the contract, and such failure is not excused, the Division, after giving the Contractor written notice of such failure, may withhold part or all of the Contractor's payment for the services until such

failure is corrected. If the Contractor does not correct such failure within a reasonable time allowed by the Division, the Division may terminate the contract. This section, and any actions taken or not taken under it, shall not affect the Division's rights under the "Termination" section. The rights and remedies of the Division in this section are not exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

14. Termination

a. This contract may be terminated by mutual consent of both parties, or by either party upon 60 days written notice, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1. If Division funding from federal, state or other sources is not obtained, is decreased, modified or limited, or if Division expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2. If federal or state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or no longer qualify for the funding proposed for payments authorized by this contract.

3. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination, except that the Contractor shall be solely responsible for its obligations or liabilities after the termination date which obligations or liabilities result from the Contractor's failure to provide for termination of, or exercise the right to terminate, its commitments. No right of action or damages

shall accrue to the benefit of the Contractor if the contract is terminated under this clause.

c. The Division, by written notice of default (including breach of contract) to the Contractor, may terminate the whole or any part of this contract under any of the following conditions:

1. If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2. If the Contractor fails to perform any of the other requirements of this contract.

3. If the Contractor so fails to pursue the work required in this contract that performance of this contract in accordance with its terms is endangered, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 10 days or such longer period as the Division may authorize.

If the contract is terminated under this paragraph c., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division.

15. Termination Arrangement

If the Contractor is providing child-care services and the contract is terminated, expires or is not renewed, the following apply:

a. Except as provided in paragraph b., the Division, through its liaison staff or other designated persons, shall assume responsibility for the planning, supervision and work required in moving and relocating the children who are under the Contractor's care on the termination date or at an earlier date if earlier removal is deemed necessary by the Division. The Contractor agrees to cooperate fully with Division staff in the preparation for and carrying out of the work necessary to remove the children from the Contractor's care.

b. Where the children being cared for are Unaccompanied Refugee Minors, the Contractor shall be responsible for providing appropriate care for children covered by this contract. The Contractor agrees to maintain a plan which does not obligate the Division for continuing care for each child.

16. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by all parties, and attached to the original contract.

17. Severability

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

18. Fees Prohibited

The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

19. State Tort Claims Act

Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

20. Hold Harmless Provision

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Contractor agrees to defend, indemnify, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay resulting from or arising out of the acts, errors or omissions of the Contractor or its assignees, subcontractors, agents or employees under this contract.

The Contractor is not required to defend, indemnify, save or hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatever nature and any resulting damage, loss, costs and expenses which they may sustain, incur or be required to pay which result entirely from or arise entirely out of the acts, errors or omissions of the State of Oregon, the Department of Human Resources, the Division or their officers, agents or employees, or any third parties, including any persons receiving services under this contract.

21. Clean Air Act, Clean Water Act, and EPA Regulations

If the amount of this contract, including all amendments thereto, exceeds \$100,000, the Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violations to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). The Contractor agrees to include this provision in any subcontracts exceeding \$100,000 which may be authorized.

22. Equal Employment Opportunity

If the amount of this contract, including all amendments thereto, exceeds \$10,000, the Contractor agrees 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). All subcontracts shall also be in compliance with the foregoing.

23. Oregon Energy Conservation Plan

The Contractor shall conform with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. Law 94-165).

24. Truth in Lobbying

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

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

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

25. Tax Compliance

No contract or other agreement for the purpose of providing goods, services or real estate space to any agency shall be entered into, renewed or extended with any person, unless the person certifies in writing, under penalty of

perjury, that the person is, to the best of the person's knowledge, not in violation of any tax laws described in Oregon Revised Statutes section 305.380(4).

By execution of this contract, I, an authorized official of Contractor, swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge that Contractor is not in violation of any of the tax laws described in ORS 305.380(4).

26. Worker's Compensation

The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.

27. Assignment of Contract

The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration.

28. Funds Available and Authorized

The Division certifies that at the time of signing this contract sufficient funds are authorized and available or are anticipated to be available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

29. Recovery of Overpayments

If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor to which the Contractor is not

entitled, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

30. Approval by Attorney General's Office

If the amount of this contract, including all amendments thereto, exceeds \$25,000 or if this contract provides for the provision of human custodial care, approval for legal sufficiency by the Attorney General may be required.

31. Controlling State Law

This contract shall be construed and enforced in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of law rules or doctrine. If the Contractor is an out-of-state provider, any action or suit involving this contract shall be filed and tried in Marion County, Oregon.

32. Ownership of Work Product

To the extent the Contractor has the right to do so, the Contractor grants to the Division a royalty-free, nonexclusive and irrevocable license to use all materials delivered under this contract in any manner and for any purpose whatsoever, including to reproduce, publish, disclose, deliver, perform and dispose of, and to have others do so.

lry/5054Y/clr:2072F

PART III: WHAT HAPPENED, CONTINUED

(For all Programs Except Teen Parent Programs)

This page will form the basis for program evaluation and will be appended to your contract. If you were satisfied with your plan in 1990—91 you may simply revise that plan (modified by any changes you addressed on the previous page of this proposal.)

Please list below your outcome objectives, how you will measure them and how often. Example:

Goal: To increase parent/child attachment; Measure: NCAST Teaching and Feeding Scales; Frequency: Pre/Post.

GOAL	MEASURE	FREQUENCY
4) Parents will demonstrate nurturance and caring for infants.	% of infants who attend well child clinic regularly.	post
	% of infants who are up to date on immunizations at completion.	post
	% of parents who can orally outline healthy alternatives for dealing with frustrations and anger related to parenting.	post
	# of reported instances of neglect in enrolled families.	each quarter
	# of reported instances of abuse in enrolled families.	each quarter
	# of foster home placements needed.	post
5) To increase parent/child attachment.	NCAST Teaching and Feeding Scales.	pre/post
6) To increase teen parent's ability to be self-sufficient.	% of young parents completing high school, GED, or enrolled in school or vocational program.	pre/post
	% employed at least half time.	post
	% having no subsequent pregnancy during tenure with Family Enhancement Program.	post

PART III: WHAT HAPPENED, CONTINUED

(For Teen Parent Programs Only)

As we have become more sophisticated about teen parent programs, it has become apparent that comprehensive service models (which integrate the efforts of several agencies) are the most effective.

In 1991—92 we will be asking for all teen parent programs funded by the CTF to address certain basic outcomes. These are listed below.

Although it is understood that your agency will not directly provide all services, it is expected that you can obtain relevant data from other care providers and that by setting up this network, teens can benefit from a comprehensive model.

Please indicate beside the items listed below any exceptions you will have to acquiring relevant data. Please signify with a "√" all measures you have addressed in your evaluation plan for 1991—92.

- x % of young parents completing high school, G.E.D. or enrolled in school.
- x % of young parents engaged in career development.
- x % employed at least half-time.
- x % having no subsequent pregnancy during involvement in program.
- x % showing no confirmed reports of child abuse.
- x % showing no confirmed reports of child neglect.
- x % showing no confirmed out-of-home placements.
- x % infants born at normal range weight.
- x % parents demonstrating accurate developmental expectations.
- x % children reflecting normal development on the Michigan or DDST.
- x % children reflecting normal height and weight gains.
- x % children receiving regular well child care.
- x % children who are up to date on immunizations.
- x % parents who have demonstrated an adequate anger (stress) management plan.
- x % parents who have demonstrated an adequate understanding of pre and/or postnatal nutrition.
- x % parents providing an adequate environment to support child's emotional, social, intellectual development (HOME scale).

- x % parents whose NCAST scores (parent—child interaction) are above the mean for their age, ethnicity, marital status, etc. (A comparable standardized instrument may be substituted for the NCAST which reflects improved parenting skills.)

- % parents who can identify a constructive support system.

- % parents who can provide a stable and safe living environment for a minimum of six months.

- % parents demonstrating knowledge/criteria for selecting appropriate care givers.

The last three items remain a concern that CHNs assess and support with teen parents. Measurements of the effects of these efforts could be: abuse/neglect reports to CSD and status at case closure (resolved cases would indicate success in these areas).



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102781

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRIB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>C-3 July 25, 1991</u></p>
--------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brane Phone x2670 Date 7/5/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Amendment reduces the net capitation fee to \$46.73 and sets the risk limitation coverage selected by and payable by contractor under this agreement at \$3,000 per member per 12 month period.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Adult & Family Services

Mailing Address 422 Public Service Building
Salem, Or 97310

Phone 378-2263

Employer ID # or SS # N/A

Effective Date October 1, 1990

Termination Date September 30, 1991

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

1991 AUG - 9 AM 10:18
 MULTNOMAH COUNTY OREGON
 BOARD OF COUNTY COMMISSIONERS

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Kelli Odegaard Date 7-5-91

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 7-4-91

County Chair/Sheriff [Signature] Date 7/26/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0700						2600 Rev. Source Requirements		
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

JUL 25 1991

Meeting Date: _____

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: The Physicians Care Organization Agreement

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

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Board ratification of amendment to Physicians Care Organization (PCO) Agreement reducing the Net Capitation Fee to \$46.73 and eliminating provisions for Adult Dental Services. The Amendment is a result of actions taken by the Oregon Legislature.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Belli Odegard (u)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JUL 16 PM 2 04

(All accompanying documents must have required signatures)

Returned original IGA + Contracts to Human Braine 160/2nd on 7-26-91



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director, Health Division
Acting Director, Department of Human Services

FROM: Tom Fronk, Business Services Manager
Health Division

DATE: June 25, 1991

SUBJECT: Revenue Contract Amendment with State of Oregon Adult and Family
Services Division

Retroactive: On September 25, 1990, the County and State executed a contract effective October 1, 1990 and terminating September 30, 1991, providing Adult Dental Services. The State notified County June 19, 1991, that effective July 1, 1991 Adult Dental Services coverage will be eliminated.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this amendment to contract #102781 effective July 1, 1991 to and including September 30, 1991.

Analysis: The Physician Care Organization (PCO) Agreement provided for the County to be paid a Capitation Fee including Optional Services, and risk limitation coverage. The Optional Services included in the agreement were pharmaceutical and dental. The Oregon Legislature has eliminated coverage of Adult Dental Services effective July 1, 1991, and caused Section 3, Consideration to be amended as follows:

1. The amount payable per member per month as the Capitation Fee is reduced from \$49.83 to \$46.85 for the period October 1, 1990 through September 30, 1991.
2. After deducting the cost for risk limitation coverage, the Net Capitation Fee for the period from October 1, 1990 through September 30, 1991 is reduced from \$49.71 to \$46.73.

3. Dental services rate is reduced from \$9.73 to \$6.75 per member month.

Also effective July 1, 1991, Section 12, Exclusions is hereby amended to add (#40) Adult Dental Services. The remainder of the original agreement remains in effect.

Background:

This program was mandated by the State Legislature and has been operational since January 1985.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102781

MULTNOMAH COUNTY OREGON

Amendment # 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>C-3 July 25, 1991</u></p>
----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Amendment reduces the net capitation fee to \$46.73 and sets the risk limitation coverage selected by and payable by contractor under this agreement at \$3,000 per member per 12 month period.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Adult & Family Services
 Mailing Address 422 Public Service Building
Salem, Or 97310
 Phone 378-2263
 Employer ID # or SS # N/A
 Effective Date October 1, 1990
 Termination Date September 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ Requirements

Payment Term

Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Adegard (cc) Date 7-5-91

Purchasing Director _____ Date _____
(Class II Contracts Only)

County Counsel [Signature] Date 7-11-91

County Chair/Sheriff [Signature] Date 7/26/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0700						2600 Rev. Source Requirements		
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

Amendment to OMAP Contract # 90-H-076

Office of Medical
Assistance Programs

The Physicians Care Organization Agreement, effective October 1, 1990, hereafter known as Contract, by and between Multnomah County Department of Human Resources of Oregon, hereafter known as Contractor, and the State of Oregon by and through its Department of Human Resources, Office of Medical Assistance Programs, hereinafter called "OMAP", is hereby amended.

Whereas the Oregon Legislature has eliminated coverage of Adult Dental Services effective July 1, 1991, and

Whereas prior to July 1, 1991, Adult Dental Services were a covered benefit under the Contract,

1. Effective July 1, 1991, Section 3, Consideration is amended to read:

The amount payable per Member per month as the Capitation Fee including Optional Services, if any, is \$46.85 for the period from October 1, 1990 through September 30, 1991. Risk limitation coverage selected by and payable by Contractor under this Agreement is \$3000.00 per Member per 12 month period. After deducting the cost for risk limitation coverage, the Net Capitation Fee for the period from October 1, 1990 through September 30, 1991 will be \$46.73 which is a reduction of \$0.12 per Member per month. The Capitation payable for the optional services, included above is:

- a. Pharmaceutical \$5.28 per member per month.
- b. Dental \$6.75 per Member per month.

2. Effective July 1, 1991, Section 12, a., Exclusions is hereby amended by the addition of the following provision:

(40) Adult Dental Services

BARBARA ROBERTS
Governor



3. All other provisions of the Contract remain in full force and effect.

SIGNATURES:

CONTRACTOR

I hereby certify that I am authorized to execute this Contract on behalf of the Contractor

STATE OF OREGON
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
203 Public Service Building
Salem, Oregon 97310

By Gladys McCoy
Authorized Representative
Gladys McCoy, Multnomah County Chair
Date 7/25/91

By _____
Jean Thorne, Director, OMAP
Date _____

Reviewed by OMAP Asst. Director: _____
Reviewed by OMAP Contracts Manager: _____
Reviewed by Budget/Program Authority: _____
Approved for Legal Sufficiency: _____

REVIEWED:

Laurence B. Kressel,
County Counsel for Multnomah County,
Oregon

By: [Signature]
Date: 7-11-91

RATIFIED
Multnomah County Board
of Commissioners
C-3 7-25-91



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

102272

MULTNOMAH COUNTY OREGON

Contract # _____

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-4 July 25, 1991</p>
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Collection and correlation of data related to trauma care in Multnomah County. This data will be gathered from the Trauma Registry and pre-hospital care forms. Provision of on-Line control and trauma communication coordination functions.

This contract sets standards for development and approval of SOPS, complaint resolving mechanisms and advice.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU MRH Ambulance/Emergency Services

Mailing Address 3181 SW Sam Jackson Park Road
Portland, Or, 97201 MBS

Phone 270-7500 / 279-8525

Employer ID # or SS # 93-6001-786 W

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 10,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ 1/4 upon execution; balance in 3 quarterly installments
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON
 1991 JUL 31 PM 2:00

REQUIRED SIGNATURES:

Department Manager Belli Odegaard (ac)

Date 7/5/91

Purchasing Director (Class II Contracts Only) _____

Date _____

County Counsel _____

Date 7-11-91

County Chair/Sheriff _____

Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	010	0240			6110				\$10,000.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: JUL 2 5 1991

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: OHSU MRH Ambulance/Emergency Services

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

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of Intergovernmental Agreement with Oregon Health Sciences University to provide a single point for medical direction, data collection and research as required by Multnomah County Code (MCC) and Emergency Medical Services (EMS).

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegard (ae)

(All accompanying documents must have required signatures)

Sent Original OGA + Contracts to Herman Brann 160/2nd fl. on 7-26-91

BOARD OF COUNTY COMMISSIONERS
1991 JUL 16 PM 2:05
MULTNOMAH COUNTY OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: *Bull* Bill Odgaard, Director, Health Division and
Acting Director, Department of Human Services

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

DATE: July 1, 1991

SUBJECT: Oregon Health Sciences University Emergency Medical Services
Contract

Retroactive: Oregon Health Sciences University completed review of the contract and forwarded it to the Health Division on June 26, 1991.

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this contract with Oregon Health Sciences University for the period July 1, 1991 to and including June 30, 1992.

Analysis: The Multnomah County Code (MCC) and Emergency Medical (EMS) rules require a single point for medical direction, data collection and research and the Oregon Health Sciences University is able to provide such a single point. The County has budgeted \$10,000 to reimburse Oregon Health Sciences University for the service.

Background: The contract operated in FY 90/91 and is being renewed.

[0419k-p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102272

MULTNOMAH COUNTY OREGON

Amendment # —

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners C-4 July 25, 1991</p>
----------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Collection and correlation of data related to trauma care in Multnomah County. This data will be gathered from the Trauma Registry and pre-hospital care forms. Provision of on-Line control and trauma communication coordination functions. This contract sets standards for development and approval of SOPS, complaint resolving mechanisms and advice.

RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU MRH Ambulance/Emergency Services

Mailing Address 3181 SW Sam Jackson Park Road
Portland, Ore, 97201 MBS

Phone 270-7500 / 279-8525

Employer ID # or SS # 93-6001-786 W

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 10,000.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ 1/4 upon execution; balance in 3 quarterly installments
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegaard (ac)

Date 7/5/91

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 7-11-91

County Chair/Sheriff [Signature]

Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	010	0240			6110				\$10,000.00	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE: PURCHASING CANARY: INITIATOR PINK: CLERK OF THE BOARD GREEN: FINANCE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY
EMERGENCY MEDICAL SERVICE AGREEMENT

H-91-046

10010

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1991, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the OREGON HEALTH SCIENCES UNIVERSITY, acting by and through the Oregon State Board of Higher Education on behalf of the State of Oregon (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Division requires services which Contractor is capable of providing, under terms and conditions hereinafter described, and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

WHEREAS, Multnomah County Code (MCC) and Emergency Medical Services (EMS) rules require a single medical direction point, a single point of data collection, and research, therefore

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from July 1, 1991, to and including June 30, 1992, unless sooner terminated under the provisions hereof.

2. Services.

A. STATE shall furnish on-line medical direction and comply with the following performance indicators:

1) All calls requesting on-line medical direction must be answered by the appropriate physician in fifty-five (55) seconds at least ninety percent (90%) of the time.

2) STATE must provide a process to assure that staff physicians are knowledgeable of the protocols. This process may include but not be limited to: educational sessions, tests, and inservice for protocol updates. The process must be approved by COUNTY.

3) STATE will develop a process for Standard Operating Procedures (SOP) adoption which governs on-line medical direction. COUNTY will review operating procedures prior to their implementation. STATE will adhere to the SOPs at all times. Failure to provide these SOP's for COUNTY review is a breach of Contract.

4) A plan must be developed and approved by the COUNTY which details a problem solving process for any complaint or issues presented to the STATE's medical director or communications coordinator. This plan must assure a complaint resolution which will be furnished to the COUNTY no more than thirty (30) days from date of complaint filing.

5) The STATE must provide a peer review process approved by the COUNTY which provides for input from the COUNTY. The peer review group must meet a minimum of once a month.

6) The STATE will participate in the COUNTY's quality assurance process by providing a staff member, when requested.

7) The STATE must provide 4 meetings per year with physician supervisors to discuss on-line medical control. All such meetings will be reported to the COUNTY. A copy of the minutes of all such meetings will be provided to the COUNTY within thirty (30) days.

B. The STATE shall provide trauma communications coordination and comply with the following performance indicators. The trauma communications coordination function is being provided at the request of the Area Trauma Advisory Board (ATAB I).

1) All trauma communication coordination requests must be answered within ten (10) seconds ninety percent (90%) of the time.

2) The STATE must develop a process which allows for Standard Operating Procedures (SOP) adoption and includes the Area Trauma Advisory Board and COUNTY review prior to implementation. The STATE will adhere to the SOPs at all times.

3) The STATE must provide a plan which details a problem solving process for any complaint. The plan must assure that the STATE has an outcome from the complaint which will be furnished to the COUNTY no more than thirty (30) days from the date of complaint filing.

C. The state will assist in provision of inservice training to emergency medical technicians in Multnomah County and comply with the following performance indicators:

1) The number of inservices which will be offered in each year is twelve (12), but is adjustable to more or fewer at COUNTY and STATE discussion.

2) The coordination of those courses will be carried out through a joint arrangement with the STATE, COUNTY, and other hospitals in Multnomah County.

3) STATE services required are that cases and case summary for case review will be provided. One MRH physician will be in attendance to provide the case review.

D. STATE shall be responsible for central data collection for medical direction and trauma communication coordination activities. STATE shall comply with the following performance indicators:

1) STATE is to collect this data from Emergency Medical Technicians at the time that they contact STATE for on-line medical direction or Trauma Communications Coordination (TCC) functions.

2) The specific data points to be collected are referenced in appendix A.

3) Raw data points are to be provided to COUNTY for monthly periods. These will be in the form of diskettes in dBase 3 form, provided no later than the 30th of the following month.

4) The data points as described in appendix A may be modified upon the concurrence of COUNTY and STATE.

5) STATE shall provide a trauma communications center monthly report which complies with the format in appendix B.

6) The data (voice tapes, written reports, and all data points collected) is the sole property of COUNTY, which has the sole authority for release of the data. COUNTY shall prescribe guidelines to be used for the release of the data and STATE must follow these guidelines. It is the intent of guidelines that they facilitate and not impede academic research (see appendix C).

7) STATE shall also provide COUNTY proof of Joint Commission of American Hospitals (JCAH) accreditation and that it meets or exceeds all requirements of MCC 6.31.060 (A-6) and rules adopted pursuant thereto.

3. Compensation.

A. COUNTY agrees to pay STATE \$10,000 based on the following terms:

1) COUNTY agrees to maintain MRH radio base station, six UHF portable radios, and the multichannel recorder used to provide MRH communications.

2) One quarter advance of the total amount upon execution of this Agreement, balance payable in three (3) quarterly installments upon receipt of billings from STATE.

3) Expenditure reports are to be sent to the EMS Director, Health Division, 426 SW Stark, 9th Floor, Portland, Oregon 97204.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If a Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

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

11. Modification

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

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

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver

by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

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

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

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

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

A. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY

By William C. Neland
Associate Vice President
for Administration and Finance

Date 6/24/91

93-6001786W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 7/25/91

HEALTH DIVISION

By: Billi Odegaard
Billi Odegaard, Director

Date: 7/2/91

HEALTH DIVISION

By: Judy Schideman
Program Manager

Date: 6/13/91

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: [Signature]

Date: 7-11-91

RATIFIED
Multnomah County Board
of Commissioners

C-4 7-25-91



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102940

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-5 July 25, 1991</p>
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Contact Person BRAME Phone 2670 Date 11/28/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract This agreement provides for conditions and procedures for the operation of the Teen Health Clinic at Parkrose High School.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Parkrose School District

Mailing Address 10636 N.E. Prescott
Portland, Or 97220

Phone 257-5200

Employer ID # or SS # N/A

Effective Date Upon Execution

Termination Date July 1, 1992 and automatic renewal - 60 day's notice

Original Contract Amount \$ -0-

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ -0-

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY OREGON
 1991 SEP 20 AM 10:11

REQUIRED SIGNATURES:

Department Manager Hilli Edgaard (cc)

Purchasing Director _____
(Class II Contracts Only)

County Counsel A. D. [Signature]

County Chair/Sheriff [Signature]

Date 6/28/91

Date _____

Date 7-2-91

Date 7/25/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0455					0300		-0-		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT - Requisition Required** - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: JUL 25 1991

Agenda No.: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amended Agreement with Parkrose School District

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

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Amendment to agreement providing for County operation of a Teen Health Clinic at Parkrose High School. The amendment provides for priority for Parkrose High School students in all services and extends specific services to Middle Schools while specifically limiting services to Parkrose School District students.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

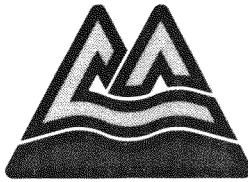
Or

DEPARTMENT MANAGER Billi Odegaard (ae)

(All accompanying documents must have required signatures)

Sent Original IGA Contract to Herman Brone 160/2nd fl. on 7-26-91.

CLERK OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1991 JUL 15 AM 10:54



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, Multnomah County Chair

FROM: *Bill* Odegaard, Acting Director
Department of Human Services

DATE: June 18, 1991

SUBJECT: Amendment to Agreement With Parkrose School District

Recommendation The Health Division and the Department of Human Services recommends County Chair approval and Board ratification of this Amendment to contract #102940 with Parkrose School District for the period execution until termination by either party with sixty (60) days written notice to the other party.

Analysis The county entered into an agreement, effective January 18, 1990, with the Parkrose School District providing for conditions and procedures necessary for the operation of the School Based Health Clinic at Parkrose High School. The Parkrose School District desires to amend the agreement to give priority for all forms of treatment to currently enrolled Parkrose High School students and as time allows, to respond to specific parental, administrative, or counseling requests for comprehensive health services for Parkrose School District Middle School students. The Amendment also specifically limits services to Parkrose School District students.

Background The current contract was scheduled to terminate July 1, 1991, but will be renewed for an indefinite period.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102940

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-5 July 25, 1991</p>
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person BRAME Phone X2670 Date 10/28/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract This agreement provides for conditions and procedures for the operation of the Teen Health Clinic at Parkrose High School.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Parkrose School District

Mailing Address 10636 N.E. Prescott

Portland, Or 97220

Phone 257-5200

Employer ID # or SS # N/A

Effective Date Upon Execution

Termination Date July 1, 1992 and automatic

renewal - 60 day's notice

Original Contract Amount \$ -0-

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ -0-

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Billi Odegaard (cc)*

Date 6/28/91

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel *[Signature]*

Date 7-2-91

County Chair/Sheriff *[Signature]*

Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0455					0300		-0-		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AGREEMENT

MULTNOMAH COUNTY HEALTH DIVISION SCHOOL BASED HEALTH CENTER
IN PARKROSE HIGH SCHOOL

This Agreement is between MULTNOMAH COUNTY (COUNTY) and PARKROSE SCHOOL DISTRICT (PSD), and is relative to the operation of a School Based Health Center (SBHC), to be operated by Multnomah County Department of Human Services in the Parkrose High School.

WHEREAS, COUNTY and PSD have determined that there is a need for comprehensive health services for teens in the Parkrose High School, and

WHEREAS, both parties have determined that the most effective delivery of such services would be at an education facility, and

WHEREAS, it is necessary to state how COUNTY and PSD may cooperate for the most favorable delivery of their respective services.

It is therefore agreed:

1. Planning

The high school principal and/or his designee shall be the liaison to COUNTY for planning and operation of the School Based Health Center and for solving mutual problems.

2. Location

PSD will make space available. PSD agrees to permit the use of this space without cost to COUNTY. PSD shall without cost to COUNTY provide its standard classroom custodial services for the space.

Any improvements necessary to accommodate COUNTY will be shared at its cost and the details of such improvements shall be first reviewed and approved by PSD'S Architectural Department.

3. Services Rendered

Priority for all forms of treatment will be given to currently enrolled Parkrose High School students.

As time allows, COUNTY (SBHC) staff may respond to specific parental, administrative, or counseling requests for comprehensive health services for middle school students. COUNTY (SBHC) staff will not solicit or encourage middle school students to use its services.

Services to be rendered at the School Based Health Center shall be those deemed appropriate by COUNTY with the limitation that services shall not be expanded beyond those listed in Exhibit A without PSD concurrence. Health services performed by physicians, registered nurses, and nurse practitioners shall be supervised and coordinated by COUNTY. All decisions and issues related to COUNTY staff and staffing shall be the responsibility of the

Multnomah County Health Division. Multnomah County assumes legal liability for all its agents, officers, and employees.

It is specifically agreed that reproductive health services are offered at the clinic with emphasis on encouraging sexual abstinence. Services may include physical examination, birth control information, and prescriptions for contraceptives.

It is further agreed that no abortion information, counseling, or referral will be available at the SBHC and that contraceptives will not be dispensed in the clinic.

4. Parental Consent

It is specifically agreed that COUNTY will require written parental consent prior to providing services at the SBHC where required by law. (Oregon State law requires a parent or guardian's signature for students under 15 years of age, except for family planning or sexually transmitted disease services. ORS 109.610, ORS 109.640, ORS 109.675). Parents will be advised of their right to file notice with the school that they want their child(ren) included or excluded from SBHC services. If a student with a parental exclusion notice on file presents for services at the SBHC, staff will share this exclusion notice with the student and say to the student that their parent doesn't want them seen in the SBHC. Staff will then vigorously pursue with the student alternatives to care and/or parental consent to treat, without which students will not receive treatment, except in the rare instance where parental involvement would be detrimental to the student and no alternatives to care can be found; COUNTY (SBHC) staff will then provide care and document the circumstances in the medical record.

5. Confidentiality

Clinic services rendered to students will be confidential. Parental or student permission for release of confidential information will be required. The clinic, however, will require written permission from the student for the release of information related to birth control or sexually transmitted disease services unless ordered to release said information by a court of competent jurisdiction. Medical records are the property of COUNTY and will be subject to COUNTY'S policies of confidentiality of medical records. Said records will be maintained in locked files and will be accessible to COUNTY staff only.

6. Building Security

COUNTY shall maintain building security. The School Based Health Center shall not serve persons other than Parkrose School District students. School age students not currently enrolled but intending to return may request permission from the high school principal for access to the clinic. Access will be granted by appointment only. COUNTY shall not invite into or permit persons other than staff or students to enter Parkrose High School except according to security measures used by PSD.

7. Advisory Board

An Advisory Board will be established to review and comment on plans for the SBHC and on its ongoing operation. The Advisory Board shall be comprised of representatives from the school and the community. The purpose of the Advisory Board is to provide community input and support for the SBHC. The Advisory Board does not set policy or make final decisions but advises and recommends only.

8. Reporting

Quarterly reports will be furnished to PSD, giving the number of students seen, the number of visits provided, the nature of the visits, and referrals made. Other pertinent information will be provided as needed. (Exhibit A categories).

9. Emergencies

In emergency situations all students will be served. The clinic and/or the school is responsible to notify the parent/guardian as soon as possible when a student is provided with emergency care.

10. Agreement Notification

This Agreement may be modified by mutual consent of both parties and may be terminated by either party giving sixty (60) days written notice to the other party.

11. Term

The term of this Agreement shall be from upon execution to and including June 30, 1992, unless sooner terminated under the provisions in Section 10 above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

PARKROSE SCHOOL DISTRICT
MULTNOMAH COUNTY, OREGON

By _____
School Board Chair

Date _____

By _____
Ronald Zook, Superintendent

Date _____

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Multnomah County Chair

Date 7/25/91

HEALTH DIVISION

By Billi Odegaard
Billi Odegaard, Director

Date 6/24/91

By Diane S. Ruminski
Diane Ruminski, Program Manager

Date 6/14/91

REVIEWED:

Laurence B. Kressel, County Counsel
for Multnomah County, Oregon

By: [Signature]

Date 7-2-91

RATIFIED
Multnomah County Board
of Commissioners
C-5 7-25-91

EXHIBIT A

COMPREHENSIVE HEALTH SERVICES
MULTNOMAH COUNTY SCHOOL BASED HEALTH CLINIC

HEALTH ASSESSMENTS/PHYSICAL EXAMINATIONS

Routine physicals and health appraisals
Sports and employment physicals
Blood pressure and cholesterol screening

DIAGNOSIS AND TREATMENT OF MINOR ILLNESS AND INJURY

Flus and colds
Earaches
Sprains, cuts, burns
Infections
Sore throats
Skin problems

REPRODUCTIVE HEALTH

Abstinence counseling
Contraception counseling, examinations, prescriptions
Menstrual problems and minor gynecologic problems
Sexually transmitted disease education, diagnosis, and treatment
Cancer screening and education
Prenatal services: pregnancy testing, prenatal care,
Women, Infants, and Children Supplemental Nutrition Program (WIC)

LABORATORY SERVICES

Screening and diagnostic tests

WELLNESS PROMOTION

Immunizations: mumps, diphtheria, measles, rubella, tetanus, and polio
Weight management
Smoking prevention and cessation
Stress management
AIDS prevention education
Safety practices: use of seat belts and helmets

MENTAL HEALTH

Individual, group, and family therapy
Violence prevention, anger management, and conflict resolution groups
Networking, liaison, and referral to community mental health resources

REFERRALS AND FOLLOW-UP FOR SERIOUS HEALTH PROBLEMS

Chronic diseases
Eating disorders
Alcohol and drug abuse
Dental disease
Any condition beyond the scope of practice of the School Based Health Center

Meeting Date: JUL 25 1991

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Portland Public Schools

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of the renewal of the annual agreement between the Portland Public School District #1 and the Multnomah County MED Program Office as identified in the FY 91-92 budget for the requirements of the contract.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (u)

(All accompanying documents must have required signatures)

Caroline ~~Pick~~ to Pick up original SGA's Contracts on 7-29-91.

MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS
1991 JUL 16 PM 2:00



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102302

Amendment # —

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners C-6 July 25, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date May 22, 1991

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of annual contract for MED services as identified in the 1991-92 budget.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name PORTLAND PUBLIC SCHOOLS

Mailing Address P.O. Box 3107 Attn: M. Caba
Portland, OR. 97208-3107

Phone 249-2000

Employer ID # or SS # 93-6000830

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ Fee for Service

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billie Odgaard (as) Date 7/9/91

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel [Signature] Date 7-11-91

County Chair/Sheriff [Signature] Date 7/25/91

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1370		PA11	6060		337		REQ.	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992
CONTRACTOR NAME: Portland Public Schools TELEPHONE: (503) 249-2000
CONTRACTOR ADDRESS: P.O. BOX 3107 I.R.S. NUMBER: 93-6000830
Portland, Oregon 97208-3107

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service element(s) listed below. COUNTY agrees to pay the CONTRACTOR for services billed at the rates and up to the amount(s) specified below.

SERVICES UNDER FEE-FOR-SERVICE

<u>Service Element</u>	<u>Fund Source</u>	<u>Type of Units/Slots</u>	<u>Rate per Units/Slots</u>
Special Projects/ Partners	MED 37	DAY TREATMENT/ TVMH	\$1300/mo./client

CONTRACT NARRATIVE

This contract identifies CONTRACTOR to provide Day Treatment Services to Partners Project clients on a fee-for-service payment basis. Payment will be made in response to CONTRACTOR'S itemized billings.

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

6 DAY TREATMENT SERVICES - PORTLAND PUBLIC SCHOOLS

6.1 SERVICE DESCRIPTION

6.1.1 The intent of this agreement is to provide a mechanism to reimburse Portland Public Schools for Day Treatment Services provided to Partners Project clients placed in Portland Public Schools Day Treatment Service slots located at Tualatin Valley Mental Health.

6.1.2 Day Treatment Services are mental health treatment programs that provide community-based psychiatric services for children and adolescents with severe mental or emotional disturbances and for their families as an alternative to hospitalization or 24-hour care. Day Treatment Services consist of intake, assessment, and treatment planning; intensive therapy, therapeutic activities and consultation; individualized educational coordination and supports, and termination/transition and follow-up.

6.2 PERFORMANCE REQUIREMENTS

6.2.1 CONTRACTOR agrees to provide Day Treatment Services to children who are identified as Partners Project clients and accepted for admission at Tualatin Valley Mental Health (TVMH).

6.2.2 COUNTY assures the Partners Project will transmit to the CONTRACTOR a list of participating clients prior to the first day of each service month or within five (5) working days from the date of admission.

6.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to TVMH all pertinent evaluation and assessment information regarding each participating Partners Project client.

6.2.4 CONTRACTOR assures TVMH will conform to the Day and Residential Treatment Services (DARTS) Program Standards and Guidelines.

6.2.5 CONTRACTOR assures TVMH will participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meetings and maintaining ongoing contacts with the Managed Care Coordinator.

6.2.6 CONTRACTOR assures TVMH will implement services as developed in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family and/or group therapy;
- b) Crisis contacts and crisis follow-up;
- c) Therapeutic activities conducted in and out of the facility, as appropriate to each individual;
- d) Consultation with other agencies involved with the client and family, if requested by the Managed Care Coordinator.

DAY TREATMENT SERVICES - PORTLAND PUBLIC SCHOOLS

6.2.7 CONTRACTOR assures TVMH will participate, cooperate, and support the development and implementation of the Individual Education Plan (I.E.P.) for each Partners Project client.

6.2.8 CONTRACTOR assures TVMH will notify the Managed Care Coordinator on the second day of any two consecutive days of non-excused absence by any Partners Project client.

6.2.9 CONTRACTOR assures TVMH will coordinate the termination and/or transition process for each Partners Project client with the Managed Care Coordinator.

6.3 SPECIAL REPORTING REQUIREMENTS

6.3.1 CONTRACTOR assures TVMH will submit to the Managed Care Coordinator a copy of each Partners Project client's initial treatment plan and subsequent treatment plans within ten (10) working days from the date of the physician review and signature.

6.4 PAYMENT PROCEDURES

6.4.1 CONTRACTOR will not bill Medicaid or any other party or entity for services to Partners Project clients. Any additional billing is in violation of this agreement. Any payments received from other sources will be reimbursed to Multnomah County Partners Project.

6.4.2 COUNTY agrees to pay CONTRACTOR \$1300 per month per client.

6.4.3 In the event the client enrolls or disenrolls from TVMH mid-month, the COUNTY will pay the CONTRACTOR a pro-rated amount. This charge will be calculated at the monthly rate, divided by the number of days the CONTRACTOR facility is open for client service that particular month, multiplied by the actual number of client enrollment days.

6.4.4 In the event the client is absent for seven (7) consecutive days, the Partners Project will disenroll the client from TVMH effective the eighth (8th) day of absence. COUNTY will pay CONTRACTOR a pro-rated amount for that service month. These charges will be calculated as in 6.4.3.

DAY TREATMENT SERVICES - PORTLAND PUBLIC SCHOOLS

6.4.5 CONTRACTOR agrees to submit a monthly billing invoice for services provided, to the Partners Project, by the fifteenth (15th) day of the month following the month of service. The billing invoice must include the name of the service recipient, the type of service, the dates of client enrollment or disenrollment, if applicable for the month, and all applicable charges.

Submit all invoices to:

Partners Project
Billing Section
426 S.W. Stark, 7th Floor
Portland, Oregon 97204

Portland Public Schools
FY '91-92

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Deputy Clerk Date

By James Edmondson 5/22/91
Program Manager Date

APPROVED AS TO FORM:

By _____
Staff Attorney
Portland School Dist. No. 1 Date

By Don V. Smith 7/3/91
Social Services Division
Director Date

By Gladys McCoy 7/25/91
Gladys McCoy
Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners

C-6 7-25-91

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Laurence Kessel 7.11.91
Date

Meeting Date: JUL 25 1991

Agenda No.: C-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Oregon Health Sciences University

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of the renewal of the annual agreement between the Oregon Health Sciences University and the Multnomah County MED Program Office as identified in the FY 91-92 budget for the amount of \$130,763.

BOARD OF
COUNTY COMMISSIONERS
1991 JUL 16 PM 1:59
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (cc)

(All accompanying documents must have required signatures)

Carolone to pick-up original G.A. & Contracts on 7-29-91.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102312

Amendment #

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>C-7 July 25, 1991</u></p>
----------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Kathy Tinkle Phone 248-3691 Date May 14, 1991

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Renewal of annual contract for MED services as identified in the 1991-92 budget.

RFP/BID # N/A IGA Date of RFP/BID Exemption Exp. Date

ORS/AR # Contractor is MBE WBE QRF

Contractor Name OREGON HEALTH SCIENCES UNIVERSITY

Mailing Address 3181 SW Sam Jackson Park Rd
Portland, OR. 97201

Phone 494-4854

Employer ID # or SS # 93-6001786W

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$

Amount of Amendment \$

Total Amount of Agreement \$130,763+Requirements

Payment Term

- Lump Sum \$
- Monthly \$ Allotment
- Other \$
- Requirements contract - Requisition required.
- Purchase Order No.
- Requirements Not to Exceed \$

REQUIRED SIGNATURES:

Department Manager *Billi Odegaard (u)* Date 7/9/91

Purchasing Director (Class II Contracts Only) *[Signature]* Date

County Counsel *[Signature]* Date 7-11-91

County Chair/Sheriff *[Signature]* Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1370		PA11	6060		1337		REQ.	
02.	156	010	1370		PA11	6060		1337		43,940	
03.	156	010	1327		ME20	6060		1320		86,823	

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
INTERGOVERNMENTAL AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992
 CONTRACTOR NAME: Oregon Health Sciences University TELEPHONE: 494-4854
 CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road I.R.S. NUMBER: 936-001-786W
Portland, OR 97201 TITLE XIX VENDOR # 157883

This contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and Oregon Health Sciences University, referred to as the "CONTRACTOR." Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the service below. COUNTY agrees to pay the CONTRACTOR according to the method and basis of payment specified.

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Number of Units</u>	<u>Basis of Payment</u>
Non-res. Adult Svcs.	MHS 20 State	\$ 86,823	0	Service capacity
Partners Project: Psychiatric Consultation	MHS 37	43,940	NA	Adjusted at year end for actual service hours
	Total State	<u>\$ 130,763</u>		

TITLE XIX BILLING ALLOCATION

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through -115.

<u>Service Element</u>	<u>Fund Source</u>	<u>Revenue Allocation</u>	<u>Number of Units</u>
Non-res. Adult Svcs.	MHS 20 XIX	\$ 178,857	0

FEE-FOR-SERVICE. Payment will be made in response to CONTRACTORS itemized billings.

<u>Service Element</u>	<u>Fund Source</u>	<u>Type of Unit/Slot</u>	<u>Rate per Unit/Slot</u>
Special Projects/	MHS 37	DAY TREATMENT	\$1878.33 mo./client

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Except for claims arising in whole or in part from the negligence of the COUNTY, its employees, or its agents, the CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY from damages arising out of the tortious acts of the CONTRACTOR or its officers, agents, and employees acting within the scope of the employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-0 and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.
4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

1. Funds awarded in this Agreement for the purpose of providing mental health services are contingent upon the submission of a biennial plan by December 1, 1991, which is completed as required by the COUNTY.
2. CONTRACTOR agrees to provide COUNTY with information by phone about weather/emergency closure as soon as known, and to provide with ten (10) days advance written notice information of any:
 - (a) Temporary closure of admission to any service element funded by the AGREEMENT; and
 - (b) Temporary cessations of service or closures of offices other than holidays specified in CONTRACTOR'S personnel policies.
3. CONTRACTOR agrees to provide COUNTY with data necessary to verify client count and service provision. CONTRACTOR agrees to participate in a COUNTY-initiated evaluation of adult programs, to include outcome measures developed at the State level and the development of other measures, as appropriate.
4. CONTRACTOR agrees to send a representative to the COUNTY's Provider Meetings.

[7541Y-1]

SPECIAL CONDITIONS
TITLE XIX PROVIDERS

1. Title XIX reimbursed services must conform to OAR 309-16-000 through -115, "Medicaid Payment for Community Mental Health Services," and the rules applicable to each service element as specified elsewhere in this Subcontract Agency Agreement.
2. The number of clients to be served by use of Title XIX funds is in addition to the clients served by other County administered funds obligated through this Agreement.
3. CONTRACTOR will create a separate cost center for Title XIX revenues for children served under EPSDT or MHS 22 in order to track Adult vs. Children's Title XIX payments.
4. CONTRACTOR will send results of each 90-day Utilization Review, including a billing review, to Multnomah County Social Services Division within ten (10) days of the review.
5. CONTRACTOR agrees to submit to COUNTY by the 20th of each month a report of Title XIX Medicaid billings by service element on a form provided by COUNTY.
6. Title XIX revenue allocation may be increased via the following procedures:
 - a) CONTRACTOR will make written application to COUNTY for an amendment increasing Title XIX revenue allocation when there is evidence that the Title XIX revenue allocation will be exceeded. In order to provide match for the increased Title XIX allocation, the COUNTY may reduce other state-administered funds listed on page one (1) of this Subcontract Agency Agreement when increasing Title XIX revenue allocation. This reduction in state-administered funds will be in proportion to the prevailing General Fund Match rate at the time the amendment is processed. This reduction may be carried forward to ensuing fiscal years.
 - b) In the event that CONTRACTOR's Medicaid payments exceed the contracted allocation, COUNTY may unilaterally adjust CONTRACTOR's State General Fund allocation in order to provide sufficient Medicaid match. Monthly advances may be adjusted in anticipation of any required match adjustments.

[7453Y-6] MORR DMHC CCMH OHSU MHSW SEMHN N/NE MH

SPECIAL CONDITIONS

MHS 20 - NON-RESIDENTIAL ADULT MENTAL HEALTH SERVICES

1. Service Description. Non-Residential Adult Mental Health Services are provided for persons who have a chronic mental illness, or other mental or emotional disturbance posing a hazard to the health and safety of themselves or others. Services include:
 - (a) Case management services consistent with ORS 426.495 and 426.500 for every person with chronic mental illness who is a patient at a state mental institution or who is committed to the State Mental Health and Developmental Disabilities Services Division pursuant to ORS 426.005, or who resides in a residential service included in the Agreement;
 - (b) Screening and evaluation to determine the client's service needs;
 - (c) Vocational and social services including, but not limited to, skills training that are appropriate for the client's age, designed to improve the client's vocational, social, educational and recreational functioning;
 - (d) Continuity of care to link the client to housing and appropriate and available health and social service needs;
 - (e) Medication monitoring;
 - (f) Emotional support;
 - (g) Individual, family and group counseling therapy.

[7455Y] OHSU

2. Governing Administrative Rules. Non-residential adult mental health services are regulated by the following administrative rules:
- (a) Community Support Services rules (OAR 309-32-310 through -430) apply to services for persons who were reported in CPMS as served in MED 23 during June, 1991, unless their treatment plan specifies a reduction of services to a level of intensity less than described in the rules and/or those who meet the eligibility criteria in 309-32-315(1) and are receiving case management services, daily structure and support, medication management and residential resource development as set out in 309-32-320.
 - (b) Community Treatment Services rules (OAR 309-32-130 through -155) apply to services for persons who were reported in CPMS as served in MED 27 during June, 1991, unless their treatment plan specifies a reduction of services to a level of intensity less than those described in these rules and/or those who meet the eligibility requirements in 309-32-140(2a) but do not meet the criteria of 309-32-315(1), and are receiving any of the screening, evaluation and treatment services described in 309-32-145(1) for a period exceeding 9 days.
 - (c) Community Crisis Services rules (OAR 309-32-035 through -060) apply to services for persons meeting the eligibility criteria specified in 309-32-040(11) and who receive any of the screening, evaluation and stabilization services listed in 309-32-050 for a continuous period not exceeding 9 days.
 - (d) Supported Housing Services rules (OAR 309-32-260 through -290) apply to services specified in 309-32-265(8), and 309-32-280, which are provided to any person who was reported in CPMS as served in MED 33 during June, 1991, unless their treatment plan specified a reduction of services to a level of intensity less than those described in the rules and/or those who meet the eligibility requirements in 309-32-270, and are receiving services described in 309-32-280.
 - (e) Admission and Discharge of Mentally Ill Persons (309-31-215) as related to CMHP actions when persons are admitted to, remain in, or are discharged from inpatient psychiatric hospitals.
 - (f) Medicaid Payment for Community Mental Health Services (309-16-000 through -115), as applicable.
3. State Reviews for Letters of Approval. Reviews of service operations for Non-residential adult mental health services will be limited to determining that services specified in (1) above conform to the following standards:
- (a) That provision of services to persons served in Community Support as defined in (1) above is consistent with OAR 309-32-320 (2).

[7455Y-4] MHS 20

- (b) That completeness and content of the rehabilitation records of persons served in the Community Support Services (CSS) meet the following standards:
- (1) That documentation of consumers' consent and participation in rehabilitation and termination planning is consistent with OAR 309-32-370 to -375;
 - (2) That preparation of mental health assessments is consistent with OAR 309-32-380;
 - (3) That preparation of rehabilitation plans is consistent with OAR 309-32-390;
 - (4) That documentation of medical orders and medication use orders is consistent with OAR 309-32-395(4) and 309-32-400;
 - (5) That completion of progress notes is consistent with OAR 309-32-405;
 - (6) That conduct of periodic reviews of assessments and plans are consistent with OAR 309-32-410 if required by the consumers needs;
 - (7) That the completion of termination summaries is consistent with OAR 309-32-415; and
 - (8) That supervision of services occurs consistent with OAR 309-32-420
- (c) That completion of Utilization Reviews of Community Support Records is consistent with OAR 309-32-425;
- (d) That documentation of qualifications for personnel providing Community Support, Treatment and Crisis Services verifies consistency with those specified in OAR 309-32-316, 309-32-040, and 309-32-135;
- (e) That 24-hour, 7-day-per-week crisis screening, evaluation and stabilization services are available consistent with OAR 309-32-050(1) through (3C);
- (f) That provision of Community Treatment Services is consistent with the services described in OAR 309-30-145;
- (g) That the completion of Crisis and Community Treatment Services client records, and utilization reviews of the records is consistent with OAR 309-32-055(b) and (d), and OAR 309-32-150(2) and (4);
- (h) That provision of Supported Housing Services is consistent with the eligibility and service requirements in OAR 309-32-270 and 309-32-280;
- (i) For services to persons for whom Medicaid payment is obtained, reviews may also be conducted to assure compliance with the provisions of OAR 309-16-000, et. seq

[7455Y-5] MHS 20

4. State Hospital Census and Average Daily Population (ADP).

- (a) Due to limited appropriations for state institutional and community programs, the parties do mutually agree that staff from the Office of Mental Health Services, state hospitals and Multnomah County subcontractors shall work collaboratively to keep state hospitals census within the legislatively approved level and agree to meet regularly to seek consensus on management decisions necessary to achieve this end.
- (b) In the event that the effort cited in 4(a) above are not sufficient to keep hospital census within the legislatively approved levels, the State Mental Health and Developmental Disabilities Services Division may initiate a reduction of state funds, if needed to achieve or maintain a balanced budget. If this occurs, the COUNTY will reduce adult service contracts (MHS 20, 38 and 37, except the Special Care Facility for the first six months of the fiscal year) in proportion to their share of State General Fund in these service elements combined.

5. Acute Care Community Treatment Services (CTS/A-A).

- (a) Standards: Services are subject to Community Treatment Service Rules (OAR 309-32-130 through -155), while targeting a more narrowly defined, more acute population.
- (b) Eligibility: Enrollments will meet the admission criteria specified in the CTS/A-A Protocols, as currently developed or subsequently revised.
- (c) Special Reporting: CONTRACTOR agrees to report to the COUNTY by the 20th of each month the number of CTS/A-A clients who received service during the prior month.
- (d) Fiscal Tracking: For evaluation purposes, expenditures for respite services will be tracked and reported separately from other MHS 20 services.

[7455Y-15] OHSU

6. Performance Requirements. CONTRACTOR will maintain certificates of approval based on compliance reviews by the Office of Mental Health Services or its designees.

7. Special Reporting Requirements.
 - (a) Oregon Community Mental Health Carry Over Report

 - (b) Utilization reports for Acute Care Respite and Community Treatment Services, described above.

 - (c) CONTRACTOR agrees to inform COUNTY about consumers who are separated from publicly funded services. This is to identify how many consumers are discharged with a degree of risk for rapid psychiatric decompensation greater than normally tolerated by mental health procedures in better economic times. Specifically:
 - (1) From July through December, CONTRACTOR will send a representative to a monthly meeting for retrospective discussion of discharges from the system. The process will be re-evaluated after six months to determine if its purpose has been accomplished or should be extended.

 - (2) CONTRACTOR will meet with COUNTY staff to discuss specific individuals under the following conditions:
 - At provider request;
 - At consumer request direct to COUNTY;
 - At request of funding agency (e.g., Medicaid auditors or State acting on a consumer complaint); and
 - At request of County human services organizations (e.g., MED Program Office, Probation, police, Children's Services Division), as the situation warrants.

 - (3) CONTRACTOR will submit to COUNTY a monthly written report of discharges, without using consumer names, and using an agreed upon set of descriptors of reasons for discharge, to be developed.

8. Payment Procedures. Payments are based on a fee-for-service rate for services provided to Medicaid eligible clients; and, based on payment for service capacity for services delivered to non-Medicaid eligible clients. Funds are disbursed through two separate systems:
 - (a) Fee-for-service payments are limited by payment rates and definition of the scope, frequency, and duration of services as described in the handout entitled MEDICAID REHABILITATIVE SERVICES PROCEDURE CODES AND REIMBURSEMENT RATES, available at the MED Program Office of the COUNTY. Funds are disbursed by the Office of Medical Assistance Programs.

[7455Y-19]

(b) Payment for service capacity is limited in total to the annual dollar amount specified on page 1 of this Agreement or the monthly amount for each month in which the service capacity was operational. State funds for payment of service capacity are disbursed through monthly allotments which may be adjusted by COUNTY when the amount for service capacity is amended in the Agreement.

All funds paid as described above must be expended on services for which CONTRACTOR holds a State letter of approval.

[7455Y-17] N/NE MHSW SEMHN MH CCMH DMHC OHSU

CTS/A-A PROTOCOL

ADMISSION: Admission to CTS/A-A is through quadrant crisis services according to the following protocol.

Quadrant Crisis Services will screen all potential admissions to crisis services, pre-commitment, respite and the Special Care Facility for possible assignment to CTS/A-A.

Criteria for admission into CTS/A-A will include determination by the crisis staff that the consumer:*

1. Would benefit from outpatient treatment;
2. Is not eligible or in need of Community Support Services;
3. Is not currently in need of inpatient services;
4. Is entering the system in crisis; and
5. Is a recidivist within pre-commitment or crisis services (a minimum of two episodes within an eighteen month period in either/both pre-commitment or crisis services, with preference given to higher number of episodes).
6. Clinician judgment: Consumers may be admitted to this service who have had similar episodes as above in other states or counties as well as those who, by the clinician's judgment, will be utilizing pre-commitment and/or crisis services frequently, based on presenting symptoms.

*Initially, consumers currently enrolled in crisis will be eligible for CTS/A-A.

[7455Y] N/NE MHSW SEMHN MH CCMH DMHC OHSU

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

1 PSYCHIATRIC CONSULTATION

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 SERVICE DESCRIPTION

The Consulting Psychiatrists will provide consultation and psychiatric oversight to the Partners Project Managed Care Coordinators to insure that all children accepted into the Project meet the established diagnostic criteria and receive appropriate evaluations and plans of care. Specific duties include, but are not limited to:

- review of all referrals with recommendations for further evaluations
- face to face assessment interview of some portion of Project referrals
- attendance at Care Planning meeting or review of Care Plan developed
- 90 day review of Care Plan
- group and individual case consultation
- staff inservice and training

It is anticipated that each Psychiatrist will be assigned to a consistent Care Planning Team and will provide the above services both in group and individual settings.

Administrative supervision will be provided by the Project Supervisor.

1.1.2 PERFORMANCE REQUIREMENTS

Service performance will conform to OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services".

1.1.3 PAYMENT PROCEDURES

CONTRACTOR will submit billings for equal monthly allotments of the total Contract amount. Annual hours of service for this Contract period are 622. Total actual service hours will be calculated by the COUNTY and payment adjusted, if necessary, at the end of the Contract period.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

6 DAY TREATMENT SERVICES - OHSU

6.1 SERVICE DESCRIPTION

6.1.1 Day Treatment Services are mental health treatment programs that provide community-based psychiatric services for children and adolescents with severe mental or emotional disturbances and for their families as an alternative to hospitalization or 24-hour care. Day Treatment Services consist of intake, assessment, and treatment planning; intensive therapy, therapeutic activities and consultation; individualized educational coordination and supports, and termination/transition and follow-up.

6.2 PERFORMANCE REQUIREMENTS

6.2.1 CONTRACTOR agrees to provide Day Treatment Services to children, ages 5 to 7 years, who are accepted for admission and identified as Partners Project clients.

6.2.2 COUNTY assures the Partners Project will transmit to the CONTRACTOR a list of participating clients prior to the first day of each service month or within five (5) working days from the date of admission.

6.2.3 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR all available evaluation and assessment information regarding each participating Partners Project client.

6.2.4 CONTRACTOR agrees to conform to the Day and Residential Treatment Services (DARTS) Program Standards and Guidelines.

6.2.5 CONTRACTOR agrees to participate in the service planning for each Partners Project client by attending Partners Project Plan of Care meeting and maintaining ongoing contacts with the Managed Care Coordinator.

6.2.6 CONTRACTOR assures that services will be implemented as developed in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family and/or group therapy;
- b) Crisis contacts and crisis follow-up;
- c) Therapeutic activities conducted in and out of the facility, as appropriate to each individual;
- d) Consultation with other agencies involved with the client and family, if requested by the Managed Care Coordinator.

DAY TREATMENT SERVICES - OHSU

- 6.2.7 CONTRACTOR agrees to participate, cooperate, and support the development and implementation of the Individual Education Plan (I.E.P.) for each Partners Project client.
- 6.2.8 CONTRACTOR agrees to notify the Managed Care Coordinator on the second day of any two consecutive days of non-excused absence by any Partners Project client.
- 6.2.9 CONTRACTOR assures that the termination and/or transition process for each Partners Project client will be coordinated with the Managed Care Coordinator.
- 6.3 SPECIAL REPORTING REQUIREMENTS
- 6.3.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each Partners Project client initial treatment plan and subsequent treatment plans within ten (10) working days from the date of the physician review and signature.
- 6.4 PAYMENT PROCEDURES
- 6.4.1 CONTRACTOR will not bill Medicaid or any other party or entity for services to Partners Project clients. Any additional billing is in violation of this agreement. Any payments received from other sources will be reimbursed to Multnomah County Partners Project.
- 6.4.2 COUNTY agrees to pay CONTRACTOR \$1878.33 per month per client.
- 6.4.3 In the event the client enrolls or disenrolls from the CONTRACTOR program mid-month, the COUNTY will pay the CONTRACTOR a pro-rated amount. This charge will be calculated at the monthly rate, divided by the number of days the CONTRACTOR facility is open for client service that particular month, multiplied by the actual number of client enrollment days.
- 6.4.4 In the event the client is absent for seven (7) consecutive days, the Partners Project will disenroll the client from the CONTRACTOR program effective the eighth (8th) day of absence. COUNTY will pay CONTRACTOR a pro-rated amount for that service month. These charges will be calculated as in 6.4.3.
- 6.4.5 In the event the CONTRACTOR facility is open for client service eighteen (18) days or less in a particular month, the COUNTY will pay the CONTRACTOR a pro-rated amount. This charge will be calculated at the monthly rate, divided by the number of days the CONTRACTOR facility is open that month, multiplied by the actual number of service days to the client.

DAY TREATMENT SERVICES - OHSU

- 6.4.6 CONTRACTOR agrees to submit a monthly billing invoice for services provided, to the Partners Project, by the fifteenth (15th) day of the month following the month of service. The billing invoice must include the name of the service recipient, the type of service, the dates of client enrollment or disenrollment, if applicable for the month, the actual number of days the CONTRACTOR facility was open for client service in the month and all applicable charges.

Submit all invoices to:

Partners Project
Billing Section
426 S.W. Stark, 7th Floor
Portland, Oregon 97204

Oregon Health Sciences University

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Ray Swanson 6/13/91
Program Manager Date

By _____
Agency Board Chairperson Date

By Darryl W. Smith 7/2/91
Social Services Division Director Date

By Gladys McCoy 7/25/91
Gladys McCoy Date
Multnomah County Chair

RATIFIED
Multnomah County Board
of Commissioners
C-7 7-25-91

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature] 7.11.91
Date

Meeting Date: JUL 25 1991

Agenda No.: C-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with University Hospital

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

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Billi Odegaard/Gary Smith

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

Ratification of the renewal of the annual agreement between the University Hospital and the Multnomah County MED Program Office as identified in the FY 91-92 budget for the requirements of the contract.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
JUL 16 PM 1:57

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegaard (cc)

(All accompanying documents must have required signatures)

Caroline to pick-up original GAY Contract on 7-29-91



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102322
Amendment # —

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners</p> <p style="text-align: center;">C-8 July 25, 1991</p>
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Contact Person Kathy Tinkle Phone 248-3691 Date May 14, 1991
 Department Human Services Division Social Services Bldg/Room 160/6
 Description of Contract Renewal of annual contract for MED services as identified in the 1991-92 budget.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name UNIVERSITY HOSPITAL
 Mailing Address 3181 SW Sam Jackson Park Rd
Portland, OR. 97201
 Phone 494-8548
 Employer ID # or SS # 93-6001786W
 Effective Date July 1, 1991
 Termination Date June 30, 1992
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ Requirements

Payment Term
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ Fee for Service
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager Billi Odegaard (u) Date 7/9/91
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 7-11-91
 County Chair/Sheriff [Signature] Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1370		PA13	6060		1337		REQ.	
02.	"	"	"		PA16	"		"		REQ.	
03.	"	"	"		PA12	"		"		REQ.	

MULTNOMAH COUNTY
 SOCIAL SERVICES DIVISION
 INTERGOVERNMENTAL AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992
 CONTRACTOR NAME: University Hospital TELEPHONE: 494-8548
 CONTRACTOR ADDRESS: 3181 SW Sam Jackson Park Road I.R.S. NUMBER: 93-6001786W
Portland, OR 97201 TITLE XIX VENDOR # 041178

This contract for social services is made between the Multnomah County Social Services Division referred to as the "COUNTY" and University Hospital, referred to as the "CONTRACTOR." Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the service below. COUNTY agrees to pay the CONTRACTOR according to the method and basis of payment specified.

SERVICES UNDER FEE-FOR-SERVICE. Payment will be made in response to CONTRACTOR'S itemized billings.

<u>Service Element</u>	<u>Fund Source</u>	<u>Type of Unit/Slot</u>	<u>Rate per Unit/Slot</u>	
Special Projects/ Partners	MHS 37	PSYCHIATRIC EVALUATIONS	\$250 max/evaluation	
		PSYCHOLOGICAL EVALUATIONS	\$390 max/evaluation	
		MEDICAL EVALUATIONS	\$200 max/evaluation	
		<u>OUTPATIENT SERVICES</u>		
		<u>Clinic/Office Based</u>		
		Individual Therapy	\$68/hour	
		Family Therapy	\$68/hour	
		Medication Management	\$68/hour	
		Inter-agency Consultation & Service Planning	\$68/hour	
		Group Therapy	\$30/hour	
<u>Community Based</u>				
Individual Therapy	\$75/hour			
Family Therapy	\$75/hour			
Inter-agency Consultation & Service Planning	\$75/hour			
Travel Time	\$75/hour			

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Except for claims arising in whole or in part from the negligence of the COUNTY, its employees, or its agents, the CONTRACTOR agrees to defend, indemnify and hold harmless the COUNTY from damages arising out of the tortious acts of the CONTRACTOR or its officers, agents, and employees acting within the scope of the employment and duties in performance of this contract subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

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

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

While this contract continues in effect, the insurance shall provide for notice of non-payment of premiums by the insuring carrier to COUNTY; and that such insurance will not be cancelled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Oregon Administrative Rules (OAR):
309-13-020, Audit Guidelines;
309-13-075 through 309-13-105, Fraud & Embezzlement;
309-14-030, Standards for Management of All Service Elements.

4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

3 PSYCHIATRIC EVALUATIONS

3.1 SERVICE DESCRIPTION

3.1.1 CONTRACTOR agrees to provide psychiatric evaluations to children and adolescents referred by the Partners Project.

3.2 PERFORMANCE REQUIREMENTS

3.2.1 CONTRACTOR assures that all evaluations will be performed by a psychiatrist with the following qualifications:

- a) Doctor of Medicine or a Doctor of Osteopathy;
- b) Licensed to practice medicine in Oregon;
- c) Certified by the American Board of Psychiatry and Neurology or be Board eligible;
- d) Has specialized training or experience with children or adolescents who are severely emotionally disturbed.

3.2.2 CONTRACTOR assures only those psychiatrists approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

3.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions. The evaluation shall include, but is not limited to:

- a) A clinical interview;
- b) A mental status examination;
- c) A review of prior evaluations and diagnoses;
- d) An assessment for the appropriateness of medication.

3.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

PSYCHIATRIC EVALUATIONS, CON'T.

3.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:

- a) The source and reason(s) for referral;
- b) A summary of prior evaluations and diagnostic history;
- c) A description of the assessment procedure(s) utilized;
- d) Diagnoses and treatment recommendations addressing the referral questions.

3.3 SPECIAL REPORTING REQUIREMENTS

3.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator within fifteen (15) working days of the evaluation.

3.4 PAYMENT PROCEDURES

3.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$250 per evaluation.

3.4.2 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service. The billing invoice must include the name of the service recipient, the dates of service, the duration of service, the type of service, the name of the evaluator and applicable charges.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

4 PSYCHOLOGICAL EVALUATIONS

4.1 SERVICE DESCRIPTION

4.1.1 CONTRACTOR agrees to provide psychological evaluations to children and adolescents referred by the Partners Project.

4.2 PERFORMANCE REQUIREMENTS

4.2.1 CONTRACTOR assures that all evaluations will be performed by a psychologist with the following qualifications:

- a) Has specialized training or experience with children and adolescents who are severely emotionally disturbed;
- b) Licensed by the Oregon State Board of Psychological Examiners or is license eligible; or
- c) A Masters level psychologist supervised by a psychologist licensed by the Oregon State Board of Psychological Examiners; or
- d) A Certified School Psychologist.

4.2.2 CONTRACTOR assures only those psychologists approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

4.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions. The evaluation may include, but is not limited to:

- a) A clinical interview;
- b) Tests of intellectual functioning;
- c) An adaptive behavior assessment;
- d) Academic testing;
- e) Projective testing;
- f) Standardized behavior rating instruments.

4.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

PSYCHOLOGICAL EVALUATIONS, CON'T.

4.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:

- a) The source and reason(s) for referral;
- b) A summary of prior evaluations;
- c) A description of the assessment procedure(s) utilized;
- d) Behavior observation during testing;
- e) Current evaluation results, including validity judgments;
- f) Diagnoses and treatment recommendations addressing the referral questions.

4.3 SPECIAL REPORTING REQUIREMENTS

4.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator and the client's parent(s) or guardian within fifteen (15) working days of the evaluation.

4.4 PAYMENT PROCEDURES

4.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$390 per evaluation.

4.4.2 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service. The billing invoice must include the name of the service recipient, the dates of service, the type of service, the duration of service, the name of the evaluator and applicable charges.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

5 MEDICAL EVALUATIONS

5.1 SERVICE DESCRIPTION

5.1.1 CONTRACTOR agrees to provide medical evaluations to children and adolescents referred by the Partners Project.

5.2 PERFORMANCE REQUIREMENTS

5.2.1 CONTRACTOR assures that all evaluations will be performed by a physician with the following qualifications:

- a) Doctor of Medicine or a Doctor of Osteopathy;
- b) Licensed to practice medicine in Oregon;
- c) Certified by the American Medical Association or be Board eligible.

5.2.2 CONTRACTOR assures only those physicians approved by the Partners Project will perform evaluations. CONTRACTOR agrees to submit the Evaluator Qualifications Form to obtain approval of new evaluators.

5.2.3 CONTRACTOR agrees to perform evaluations in a manner that will provide information to respond to the Partners Project Managed Care Coordinator's referral questions.

5.2.4 CONTRACTOR assures the evaluator will be available to meet, if requested by the Managed Care Coordinator, with the client's parent(s) or guardian and other involved persons to review the results of the evaluation and answer questions that may arise.

5.2.5 CONTRACTOR agrees to provide the results of the evaluation to the Managed Care Coordinator in a written report. The written report shall include, but is not limited to:

- a) The source and reason(s) for referral;
- b) Specific recommendations for medical treatment needed and/or additional evaluation;
- c) Provide the data from the examination that supports the assessment and recommendations.

MEDICAL EVALUATIONS, CON'T.

5.3 SPECIAL REPORTING REQUIREMENTS

5.3.1 CONTRACTOR agrees to complete and submit the written report to the Partners Project Managed Care Coordinator and the client's parent(s) or guardian within fifteen (15) working days of the evaluation.

5.4 PAYMENT PROCEDURES

5.4.1 COUNTY agrees to pay CONTRACTOR a maximum \$200 per evaluation.

5.4.2 CONTRACTOR agrees to submit monthly billings for services provided, to the Managed Care Coordinators, by the fifteenth (15) day of the month following the month of service. The billing invoice must include the name of the service recipient, the dates of service, the type of service, the duration of service, the name of the evaluator and applicable charges.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH
PARTNERS PROJECT
FISCAL YEAR 1991-1992 SPECIAL CONTRACT CONDITIONS

2 OUTPATIENT SERVICES

2.1 SERVICE DESCRIPTION

2.1.1 CONTRACTOR agrees to provide Outpatient Services to children and adolescents referred by the Partners Project. Outpatient Services consist of screening and intake; treatment evaluation and planning; treatment services and termination and/or transfer.

2.2 DEFINITIONS

2.2.1 "Clinic/Office Based Services" means Outpatient services provided in a clinic or office setting.

2.2.2 "Community Based Services" means Outpatient services provided in a client's home, day program or other non-clinic/office setting.

2.2.3 "Crisis Contact and Follow-up" means non-scheduled client contacts of an emergent nature, usually resulting in consultation or therapy services.

2.2.4 "Family Therapy" means regularly scheduled therapy sessions, as identified in the client's treatment plan, which include members of the client's immediate or extended family or social network. These sessions will address the interactional factors which relate to the child's mental health problems. The intended outcome from such family oriented psychotherapeutic services is the management, reduction or resolution of the identified mental health problems, thereby allowing the client to function more independently and completely in daily life.

2.2.5 "Group Therapy" means regularly scheduled therapy sessions for the treatment of an individual's mental health problems as identified in the client's treatment plan. Group therapy differs from individual therapy in that psychotherapeutic services are provided through involvement of three or more unrelated individuals; the intended outcome of which is the management, reduction or resolution the identified mental health problems, thereby allowing the client to function more independently and completely in daily life.

2.2.6 "Hospital Liaison" means a Contractor staff person identified for the purpose of communication with hospital staff in the event of a client's inpatient hospitalization, usually resulting in consultation and/or service planning.

- 2.2.7 "Individual Therapy" means regularly scheduled therapy sessions for the treatment of an individual's mental health problems as identified in the client's treatment plan. The intended outcome from such individual psychotherapeutic services is the management, reduction and resolution of the identified mental health problems, thereby allowing the client to function more independently and completely in daily life.
- 2.2.8 "Inter-agency Consultation and Service Planning" means professional advice and input given concerning a specific client provided to others involved in the treatment process, including family members, staff members other human service agencies (such as Children's Services Division, Schools, Juvenile Justice Department), and care providers (such as foster care or shelter care homes). This service can be either face-to-face or telephone contact and can be a Community Based Service or a Clinic/Office Based Service. Advice given to the assigned Contractor staff or in the course of clinical supervision and/or treatment planning, including case staffings or Utilization Reviews, are not considered Consultation.
- 2.2.9 "Managed Care Coordinator" means the Partners Project staff person assigned case coordination and service authorization responsibilities for a specific client.
- 2.2.10 "Medication Management" means services delivered by a licensed physician or a licensed nurse related to the prescribing, dispensing, administration and management of medications as described in the client's treatment plan.
- 2.2.11 "Plan of Care" means the written document that identifies and prioritizes service goals for a specific Partners Project client. The Plan of Care is the authorizing document for services purchased with Partners Project funds. Each Plan of Care is developed and reviewed by the client's Service Planning Team at least every 90 days. Service goals may address, but are not limited to, the client's mental health issues, residential placement and supports and educational placement and supports. The Plan of Care may include, but is not limited to, a mental health treatment plan, an Individual Educational Plan and/or Juvenile Justice probation plan. Additionally, all service goals describe measurable outcome criteria, timelines for completion and identifies persons responsible for each goal.
- 2.2.12 "Service Planning Team" means a team comprised of a Partners Project client's parent and/or guardian, the Managed Care Coordinator, current direct service providers and significant others involved with the client.
- 2.2.3 "Travel Time" means the actual duration of time expended for a Contractor staff person to travel from the Contractor clinic or office to a community based setting for the intent of service provision related to the treatment process of a specific Partners Project client.

2.3 PERFORMANCE REQUIREMENTS

2.3.1 CONTRACTOR agrees to conform to OAR 309-32-130 through 309-32-155, "Community Treatment and Support Services" and OAR 309-16-000 through 309-16-115, "Medicaid Payment for Community Mental Health Services."

2.3.2 COUNTY assures the Partners Project Managed Care Coordinator will transmit to the CONTRACTOR all pertinent evaluation and assessment information regarding the referred child or adolescent.

2.3.3 CONTRACTOR agrees to participate in the service planning for the referred children and adolescents by attending Partners Project Plan of Care meetings and maintaining ongoing contacts with the Managed Care Coordinator.

2.3.4 CONTRACTOR assures that treatment services will be implemented as developed in the Partners Project Plan of Care. These services may include, but are not limited to:

- a) Individual, family or group therapy;
- b) Consultation with schools and other agencies involved with the client and family, if requested by the Managed Care Coordinator;
- c) Medication monitoring;
- d) Crisis contacts and crisis follow-up;
- e) Hospital liaison if client is hospitalized.

2.3.5 CONTRACTOR assures that the treatment services will be provided in the service settings identified in the Partners Project Plan of Care.

2.3.6 CONTRACTOR agrees to notify the Managed Care Coordinator by the next working day of any client appointment cancelled with less than 24 hours prior notice.

2.3.7 CONTRACTOR assures that the termination and/or transfer process will be coordinated with the Managed Care Coordinator.

2.4 SPECIAL REPORTING REQUIREMENTS

2.4.1 CONTRACTOR agrees to submit to the Managed Care Coordinator a copy of each client's initial 60-day treatment plan and subsequent 90-day reviews within ten (10) working days from the date of the physician review and signature.

2.5 PAYMENT PROCEDURES

2.5.1 County agrees to pay CONTRACTOR the following rates for services authorized in the Partners Project Plan of Care:

Clinic/Office Based services:

Individual Therapy	\$68 per hour
Family Therapy	\$68 per hour
Medication Management	\$68 per hour
Inter-agency Consultation & Service Planning	\$68 per hour
Group Therapy	\$30 per hour

Community Based Services:

Individual Therapy	\$75 per hour
Family Therapy	\$75 per hour
Inter-agency Consultation & Service Planning	\$75 per hour
Travel Time	\$75 per hour

2.5.2 COUNTY agrees to pay CONTRACTOR \$34 per clinic-based appointment for Individual and Family Therapy, for any session cancelled with less than 24 hours prior notice. COUNTY agrees to pay CONTRACTOR \$75 per hour for Travel Time for Community Based Services cancelled without prior notice.

2.5.3 CONTRACTOR agrees to bill all hourly rates per actual time to the nearest quarter hour.

2.5.4 CONTRACTOR agrees to submit monthly billings for services provided, to the Partners Project, by the fifteenth (15) day of the month following the month of service. The billing invoice must include the name of the service recipient, the dates of service, the type of service, including the duration of contact and applicable charges.

Please submit all invoices to:

Partners Project
Billings Section
426 S.W. Stark, 7th Floor
Portland, Oregon 97204

University Hospital

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

By Ref Surfer 6/12/91
Program Manager Date

By _____
Agency Board Chairperson Date

By Dan W. Smith 7/3/91
Social Services Division Director Date

By _____
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Date

University Hospital

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____
Agency Executive Director Date

BY Ref Surfox 6/12/91
Program Manager Date

By _____
Agency Board Chairperson Date

BY Daryl Smith 7/3/91
Social Services Division Director Date

BY Gladys McCoy 7/25/91
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
C-8 7-25-91

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

BY Laurence Kressel 7-11-91
Date

DATE SUBMITTED: 7/16/91

(For Clerk's Use) JUL 25 1991
Meeting Date: _____
Agenda No.: R-1

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CDC Grant for Prevention of AIDS in Women and Infants

INFORMAL ONLY: _____
(Date)

FORMAL ONLY: 7/25/91
(Date)

DEPARTMENT: Human Services
CONTACT: Jeanne Gould or Tom Fronk
NAME OF PERSON(S) MAKING PRESENTATION TO BOARD: Jeanne Gould

DIVISION: Health
TELEPHONE: ext. 3674

BRIEF SUMMARY: Development of volunteer and/or peer networks to promote and reinforce behaviors that will reduce the risk of AIDS, other sexually transmitted disease, and unwanted pregnancies. The target population is at risk women under age 25. DHS will contract with the Oregon Health Division to conduct the data analysis and evaluation component of the program.

ACTION REQUESTED: INFORMATION ONLY: [] PRELIMINARY APPROVAL: []
POLICY DIRECTION: [] APPROVAL: [X]

ESTIMATED TIME NEEDED ON AGENDA: 5 Minutes

IMPACT: PERSONNEL [x]
FISCAL/BUDGETARY [x]
GENERAL FUND []
OTHER: Would increase General Fund due to Indirect Cost Recovery.

1991 JUL 16 PM 2:00
MULTI-COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR CO.COMMISSIONER: [Signature]

BUDGET: [Signature] PERSONNEL: [Signature]

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

OTHER (Purchasing, Fac. Man., etc.): _____

{NOTE: IF REQUESTING UNANIMOUS CONSENT, STATE SITUATION REQUIRING EMERGENCY ACTION ON BACK}

Copy sent to Herman Brune 160/2nd fl on 7-29-91

MULTNOMAH COUNTY NOTICE OF INTENT

TO: BOARD OF COUNTY COMMISSIONERS

DATE: 7/16/91

DEPARTMENT AND CONTACT PERSON: Human Services - Jeanne Gould

GRANTOR AGENCY: Centers for Disease Control (CDC)

BEGINNING DATE OF GRANT: January 1, 1992

PROJECT TITLE: Prevention of HIV in Women and Infants

PROJECT DESCRIPTION: Development of volunteer and/or peer networks to promote and reinforce behaviors that will reduce the risk of AIDS, other sexually transmitted disease, and unwanted pregnancies. The target population is at risk women under age 25. DHS will contract with the Oregon Health Division to conduct the data analysis and evaluation component of the program.

PROJECT ESTIMATED BUDGET:

	Direct/Indirect		
FEDERAL SHARE:	\$ 515,168 /	26,171	100 %
STATE SHARE:	\$ _____ /	_____	_____ %
LOCAL SHARE:	\$ _____ /	_____	_____ %
TOTAL:	\$ 515,168 /	26,171	100 %

EXPLANATION OF LOCAL SHARE: (Explain indirect costs, hard match, etc.)

SPECIFY REPORTING / BILLING REQUIREMENTS OF GRANTOR AND WHO REPORTS:
FINANCE DIVISION X DEPARTMENT _____ IF DEPT, INDICATE REASONS:

GRANT DURATION AND FUTURE RATIO: (Indicate amount of County match per year):

Five years, all federal funds.

ADVANCE REQUESTED _____ YES _____ NO IF NOT, INDICATE REASONS:

Billing terms not specified on request for proposal.

<u>PERSONNEL DETAIL</u>	<u>FULL TIME</u>	<u>FRINGE</u>	<u>TOTAL</u>
1.00 Human Svcs Adm	34,055	13,929	47,984
1.00 Health Info Spec 2	23,652	10,912	34,564
1.00 Health Info Spec 2	23,652	10,912	34,564
1.00 Health Info Spec 2	23,652	10,912	34,564
1.00 Health Info Spec 2	23,652	10,912	34,564
0.50 Office Assistant 2	10,397	5,679	16,076
1.00 Program Dev Spec	22,376	10,476	32,852

EXPLAIN MATERIALS AND SERVICES AND CAPITAL EXPENDITURES WITH TOTAL DOLLAR AMOUNTS:

Professional Svcs - State Health Division contract for evaluation	\$200,000
Space	\$20,000
Telephones	\$3,000
Utilities	\$3,000
Printing	\$2,000
Human Subject Payments	\$50,000
Office Supplies	\$2,000
	<u>\$280,000</u>

COMMENTS:

GRANT MANAGER

Jeannette Spald 7/15/91
(signature) (date)

BUDGET AND PLANNING DIVISION

Carolee Gross 7/16/91
(signature) (date)

FINANCE DIVISION

Jean Thelac 7/16/91
(signature) (date)

PERSONNEL DIVISION

Susan Daniels 7/16/91
(signature) (date)

DEPARTMENT DIRECTOR

Billi Osgard (CEO) 7/16/91
(signature) (date)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102262

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED Multnomah County Board of Commissioners R-2 July 25, 1991</p>
------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Evaluation of program changes in County's prenatal program

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Nursing

Mailing Address 3181 S.W. Sam Jackson Pk. Rd.
Portland, Or 97201-3098

Phone 279-7590 279-5321

Employer ID # or SS # 93-0692164

Effective Date Aug 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 5,200

Payment Term

- Lump Sum \$ _____
- Monthly \$ _____
- Other \$ Upon submission of invoice
- Requirements contract - Requisition required.
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegard (ac)

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7/5/91

Date _____

Date 7-11-91

Date 7/25/91

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	0710			6110		0300		\$ 5,200		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

1991 AUG 19 AM 10:17
 MULTNOMAH COUNTY
 OREGON
 CLERK OF COUNTY COMMISSIONERS

INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e. expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date: JUL 25 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement with OHSU School of Nursing

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

DEPARTMENT Human Services DIVISION Health

CONTACT Tom Fronk TELEPHONE x4274

PERSON(S) MAKING PRESENTATION Tom Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes or less

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

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

Ratification of Agreement with OHSU School of Nursing to provide an evaluation of program changes in the way the County delivers prenatal care to County clients.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odegard (cc)

BOARD OF
COUNTY SUPERVISORS
1991 JUL 16 PM 2:00
MULTI-STATE COUNTY
OREGON

(All accompanying documents must have required signatures)

Original QA & Contacts sent to Herman Brune on 7-29-91.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3406

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Acting Director *Billi Odegaard (cc)*
Department of Human Services

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

DATE: June 25, 1991

SUBJECT: Contract With Oregon Health Sciences University School of Nursing

Recommendation: The Health Division and the Department of Human Services recommend County Chair approval and Board ratification of this contract with Oregon Health Sciences University School of Nursing for the period August 1, 1991 to and including June 30, 1992.

Analysis: The county has been working the past several years on ways to improve access to prenatal care to low income women with the goal of improving the outcomes of their pregnancies. The Oregon Health Sciences University School of Nursing, Department of Family Nursing is capable of providing a much needed evaluation of program changes in the way the county delivers prenatal care to county clients. The Health Division has budgeted \$5,200 for FY 91-92 to fund the evaluation activities.

Background: OHSU began evaluation activities related to prenatal care in FY 90-91.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 1022102
Amendment # —

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;"><u>R-2 July 25, 1991</u></p>
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Brame Phone x2670 Date 7/3/91

Department Human Services Division Health Bldg/Room 160/2

Description of Contract Evaluation of program changes in County's prenatal program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name OHSU School of Nursing

Mailing Address 3181 S.W. Sam Jackson Pk. Rd.
Portland, Or 97201-3098

Phone 279-7590 279-5321

Employer ID # or SS # 93-0692164

Effective Date Aug. 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 5,200

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ Upon submission of invoice

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Belli Odegaard (cc)

Date 7/5/91

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 7-11-91

County Chair/Sheriff [Signature]

Date 7/25/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	0710			6110		0300		\$ 5,200	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY
AND
OREGON HEALTH SCIENCES UNIVERSITY SCHOOL OF NURSING

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1991, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the Oregon Health Sciences University School of Nursing, (hereinafter referred to as "STATE"),

WITNESSETH:

WHEREAS, COUNTY's Health Division requires an evaluation of program changes in the COUNTY's delivery of prenatal care to Multnomah County Health Division clients, and

WHEREAS, STATE is able and prepared to provide such services as COUNTY does hereinafter require, under those terms and conditions set forth; now, and

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term.

The term of this Agreement shall be from August 1, 1991, to and including June 30, 1992, unless sooner terminated under the provisions hereof.

2. Services.

A. Evaluation of Innovative Prenatal Project

- 1) Continued data collection and analyses on women assigned to reduce prenatal visit protocol.
- 2) Preparation of interim and final evaluation reports.
- 3) Continued staff support and education on request.
- 4) Consultation with Health Division staff and management to replicate service in other clinic locations.

3. Compensation.

A. COUNTY agrees to pay STATE \$5,200 based on the following terms:

- 1) Payment will be made based upon the submission of detailed invoices.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify STATE as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within thirty (30) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of STATE.

4. Contractor is Independent Contractor

A. STATE is an independent contractor and is solely responsible for the conduct of its programs. STATE, its employees and agents shall not be deemed employees or agents of COUNTY.

B. STATE shall hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of STATE, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall hold and save harmless STATE, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers Compensation

A. STATE shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

6. Contractor Identification

STATE shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

7. Subcontracts and Assignment

STATE shall neither subcontract with others for any of the work prescribed herein, nor assign any of STATE'S rights acquired hereunder without obtaining prior written approval from COUNTY. COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to STATE.

8. Access to Records

A. STATE agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the STATE as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. STATE shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of STATE. If an Agreement cost is disallowed after reimbursement has occurred, STATE will make prompt repayment of such costs.

9. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

10. Adherence to Law

A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.

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

11. Modification

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

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

12. Integration

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Record Confidentiality

STATE agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

14. Early Termination

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

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

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

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

2) Upon notice if STATE fails to start-up services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.

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

4) Upon evidence of STATE'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to STATE will include all services provided through the day of termination and shall be in full satisfaction of all claims by STATE against COUNTY under this Agreement.

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

15. Litigation.

A. STATE shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against STATE or any subcontractor of which STATE may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

OREGON HEALTH SCIENCES UNIVERSITY
SCHOOL OF NURSING

By _____

Date _____

936001786W
Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date 7/25/91

HEALTH DIVISION

By: Billi Odegaard
Billi Odegaard, Director

Date: 6/28/91

HEALTH DIVISION

By: _____
Program Manager

Date: _____

REVIEWED:

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

By: L. Kressel

Date: 7-11-91

RATIFIED
Multnomah County Board
of Commissioners

R-2 7-25-91

JUL 03

Meeting Date: JUL 18 1991 JUL 25 1991

Agenda No.: R-3 R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Quitclaim interest in land underlying City Public Street to the City of Portland, Oregon.

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

DEPARTMENT Environmental Services DIVISION Facilities Management

CONTACT Bob Oberst TELEPHONE 248-3851

PERSON(S) MAKING PRESENTATION Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

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

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

County conveyed Woods Park land to City in 1988 with provision for reversion of land to County if utilized for non-Park purposes. Adjacent landowner wishes to seek abandonment of Baird Street between has land and the Woods Park, acquire portion of abandoned street land accruing to Woods Park from the City and develop the Property (does not involve Woods Park land conveyed in 1988). See attached City letter. Need to clear street of possible reversion encumbrance.

Removed from Agenda per Attached Memo.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Bob Oberst* _____

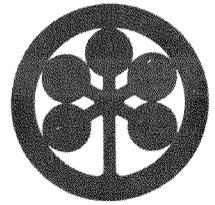
(All accompanying documents must have required signatures)

BOARD OF COUNTY COMMISSIONERS
MULHOMAH COUNTY
OREGON
1991 JUL 10 AM 8:28



CITY OF PORTLAND
BUREAU OF PARKS AND RECREATION

1120 S.W. 5TH, ROOM 1302
PORTLAND, OREGON 97204-1933
(503) 796-5193



MIKE LINDBERG, Commissioner

CHARLES JORDAN, Director

March 28, 1991

MEMORANDUM

To: Bob Oberst, Multnomah County Property Manager
From: John Sewell, Park Planning Supervisor
Subject: Woods Park and Vacation of SW Baird Street

Multnomah County conveyed to the City of Portland a deed for Woods Park in SW Portland. Conveyance occurred on June 30, 1988, through a Bargain and Sale Deed. A stipulation of the deed is that the property is to be used for park and recreational purposes or it shall revert to the grantor.

We are now faced with an issue affecting ownership which we need your support to resolve. A developer on the southern border of the park is platting a subdivision. As part of his development, he wishes to vacate a portion of SW Baird St., an unimproved street separating his property from the park. We support the street vacation, and we are willing to sell our part of vacated SW Baird to him. Our concern is that once the street is vacated the land reverts to us, but it also becomes part of Woods Park. By selling it and allowing the developer to use this portion of SW Baird, we do not want to jeopardize ownership of Woods Park.

Attached is a Quitclaim Deed to the property vacated. Would you consider taking this to the County Board for its consideration? If approved, I will take the deed to City Council for its acceptance.

For your help in addition to enclosing the Quitclaim Deed, I have enclosed a drawing showing the portion of SW Baird to be vacated as well as our deed to the park.

Thank you for your consideration.

cc: Harry Auerbach
Marcia VanOrman
Michael G. Magnus

Attachments

□ AREA PROPOSED FOR VACATION

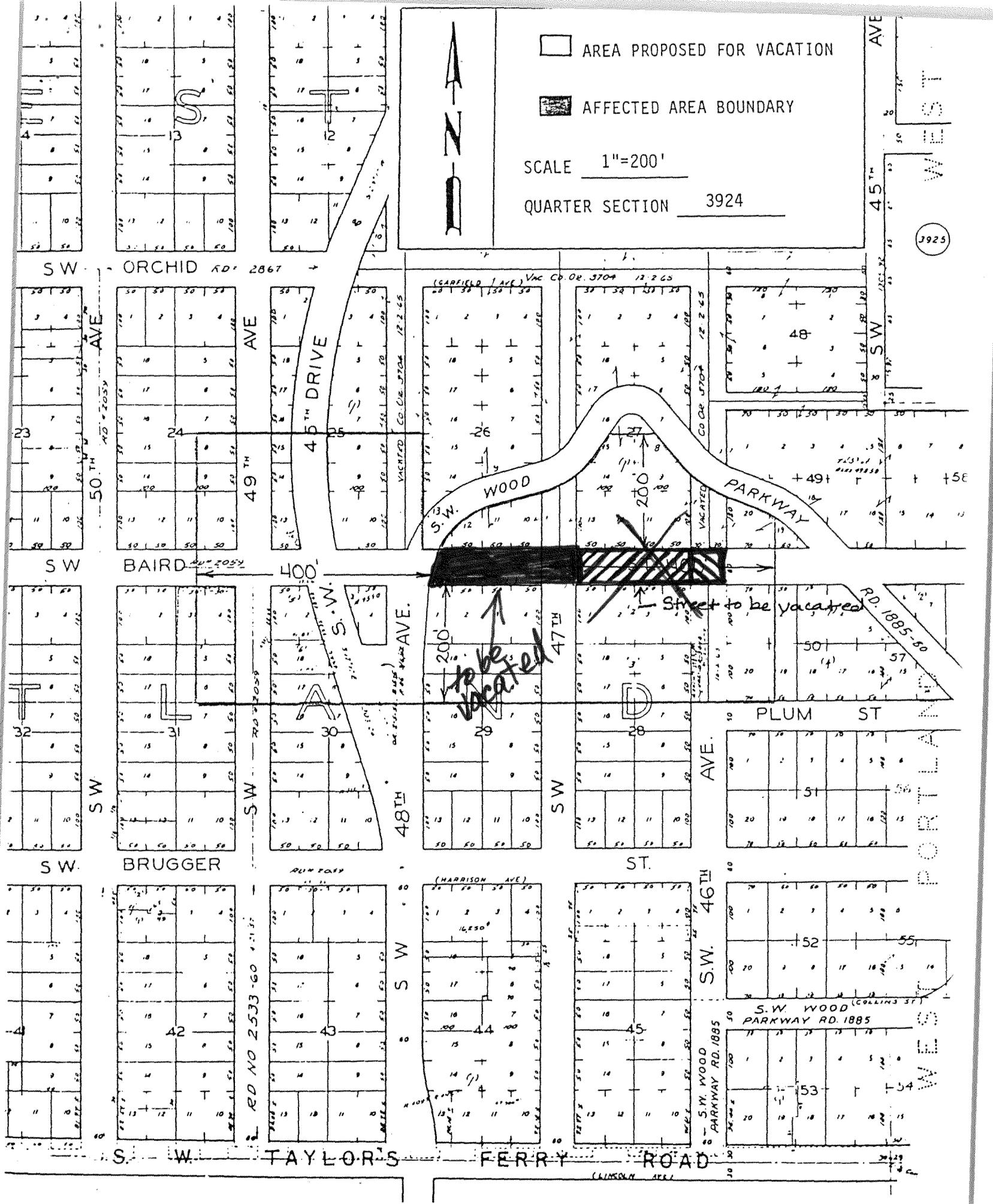
▨ AFFECTED AREA BOUNDARY

SCALE 1"=200'

QUARTER SECTION 3924



3925



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Quitclaim to)
the City of Portland of the interest,)
if any, of Multnomah County in the)
land underlying that part of S.W.)
Baird Street adjacent to Block 26,)
West Portland and Lots 1 and 2,)
Woods Parkway.)

ORDER
#

This matter coming before the Board for the Quitclaim to the City of Portland of interest in land underlying a City Street; and

It appearing that, on June 30, 1988, Multnomah County conveyed to the City of Portland certain real property including Block 26, West Portland, subject to reversion to Multnomah County in the event the property is not used for park or recreational purposes; and

It appearing that the portion of S.W. Baird Street between S.W. 47th Avenue and S.W. 46th Avenue and adjacent to block 26, West Portland and Lots 1 and 2 Woods Parkway may be abandoned and the ownership thereof may devolve to the City of Portland as the owner of Woods Park; and

It appearing that the said reversionary clause in the conveyance of Block 26, West Portland may create a cloud on the title to the said portion of S.W., Baird Street that may devolve to the City of Portland and that this cloud on title would be detrimental to use and development of said property; and

It further appearing that it is in the best interest of Multnomah County to Quitclaim to the City of Portland its interest, if any, in land underlying said portion of S.W. Baird Street and described as follows:

That part of Baird Street lying between Lots 10-13, Block 26, West Portland and Lots 1 and 2, Woods Parkway, and S.W. 47th Street and S.W. 48th Street, Multnomah County, Oregon.

And the Board being at this time fully advised in the premises;

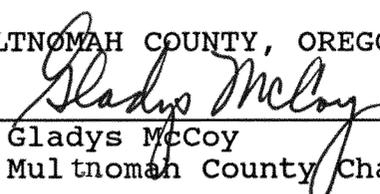
It is Ordered that Multnomah County's execution of said Quitclaim before the Board this date is approved; and that the Chair of the Board of County Commissioners be and she is hereby authorized and directed to execute the same on behalf of Multnomah County and deliver same to the City of Portland Bureau of Parks and Recreation.

Dated this 25th day of July, 1991.

BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

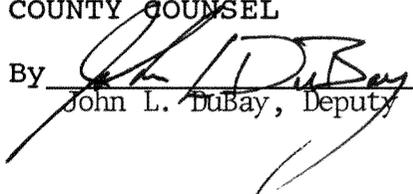
By


Gladys McCoy
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL
COUNTY COUNSEL

By


John L. DuBay, Deputy

STATUTORY QUITCLAIM DEED

GRANTOR: Multnomah County, a political subdivision of the State of Oregon

GRANTEE: City of Portland, a municipal corporation of the State of Oregon

THE TRUE AND ACTUAL CONSIDERATION: NONE

DATED: July 25, 1991

Grantor releases and quitclaims to Grantee all right, title and interest in and to the following described real property:

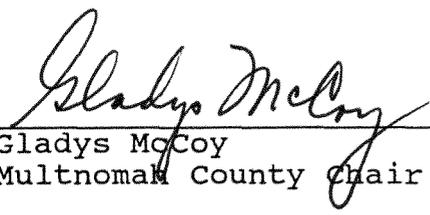
That part of Baird Street lying between Lots 10-13, Block 26, West Portland and Lots 1 and 2, Woods Parkway, and S.W. 47th Street and S.W. 48th Street, Multnomah County, Oregon.

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.

IN WITNESS WHEREOF, Multnomah County, Oregon has caused these presents to be executed by the Chair of the Board of County Commissioners this 25th day of July, 1991.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

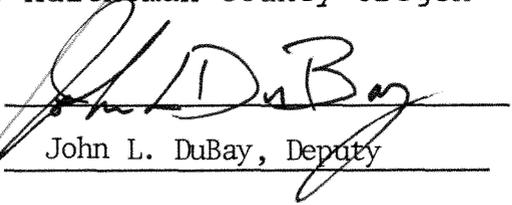
By


Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

Laurence Kressel, County Counsel
For Multnomah County Oregon

By


John L. DuBay, Deputy

STATE OF OREGON)
) ss
County of Multnomah)

On this 25th day of July , 1991, before me a Notary Public in and for the County and State, personally appeared GLADYS McCOY, to me personally known, Chair of the Board of County Commissioners of Multnomah County, Oregon, to sign Official County documents and that the seal affixed to said instrument was signed and sealed on behalf of said County by authority of its Board of County Commissioners, and Gladys McCoy acknowledged said instrument to be the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand, affixed my official seal, the day and year first in this, my certificate written.

NOTARY:

Notary Public for Oregon
My Commission expires: _____

AFTER RECORDING RETURN TO:

TAX STATEMENTS TO:

The City of Portland
Attn: Mr. John Sewell
1120 SW Fifth Avenue, Room 302
Portland, Oregon 97204

mfmq\quitclaim.dee



MULTNOMAH COUNTY OREGON

R-3

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

Date: July 25, 1991

To: Multnomah County Board of County Commissioners

From: Robert Oberst *RO*
Facilities and Property Management Division

Subject: July 25, 1991 Agenda Item R-3
"ORDER in the Matter of the Quitclaim to the City of
Portland of the Interest, if any, of Multnomah County
in the Land Underlying that part of S.W. Baird Street
Adjacent to Block 26, West Portland and Lots 1 and 2,
Woods Parkway"

I was advised, on July 24, 1991, by the President of the Ash Creek Neighborhood Association and the Vice President of the Crestwood Neighborhood Association that neither of those organizations had been informed of the City of Portland's intent to vacate the affected portion of SW Baird Street and convey the underlying land to an adjacent owner for development. Both advised me that their organizations believed the City's proposed actions would be detrimental to Woods Park and that they were therefore opposed to the Quitclaim before the Board in this Agenda Item R-3 and the proposed action by the City. A copy of the Minutes of the July 23, 1991 Meeting of the Crestwood Neighborhood Association regarding this matter is attached.

Based upon the above advice, it is my request and recommendation that the Multnomah County Board of Commissioners continue this Agenda Item for an indefinite period until the City has resolved the opposition to its proposed action.

Crestwood Neighborhood Association

EMERGENCY MEETING

Minutes of JULY 23, 1991

Place of meeting JOHN PROUTY

Time: 7:30 PM

N.A. board members present (first and last names):

Chair: JOHN PROUTY

Vice-Chair: GREG ANDERSON Secretary: JACK KLEIN Treasurer: _____

Other: ROB HARKING (OF ASHCREEK)

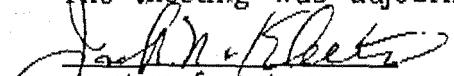
Minutes of the N/A meeting were read and _____

_____ The following additions and corrections were made: _____

Topic	Discussion/Question	Action Taken
<u>WOODS PARK & S.W. BAIRD ST.</u>	<u>PROPOSED VACATION OF PORTION OF S.W. BAIRD ADJACENT TO WOODS PARK (1/2 IF VACATED SHOULD REVERT TO WOODS PARK) MOTION MOVED & SECONDED TO: ↑</u>	<u>ACTION TO OPPOSE HANDING ANY THE VACATED PORTION OF S.W. BAIRD TO A DEVELOPER AND THE NON-PUBLIC PROCESS OF SUCH A PROPOSAL. VICE PRESIDENT (GREG ANDERSON WILL HANDLE) TO SWNI & COUNTY COMM.</u>
<u>S.W. TAYLORS FERRY</u>	<u>WASH. CO. RE: EXTENSION OF T. F. TO OLIESON RD. & RECLASSIFY AS AN ARTERIAL MOTION MOVED & SECONDED TO: ↑</u>	<u>ANNA MAE BOWMAN @ ATTEND THE WASH. CO. (LUKE SACCARITO) MTG. WED. EVE. 7-24-91 TO REQUEST COPIES OF ACTIONS, PROGRESS OR HEARING TO: CRESTWOOD & ASHCREEK</u>

The meeting was adjourned at: 9:00 PM

use back as needed


signature of secretary

Please send a copy to: SWNI 7688 S.W. Capitol Hwy., Portland, 97219

SWNI, 1990

Meeting Date: JUL 25 1991

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement-Affirmative Action

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING July 25, 1991
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Robert Phillips TELEPHONE _____

PERSON(S) MAKING PRESENTATION Robert Phillips

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of an Intergovernmental Agreement between the City of Portland and Multnomah County for consolidation of Affirmative Action Programs

BOARD OF
COUNTY COMMISSIONERS
1991 JUL 18 PM 1:50
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Maury McCarty*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent Original OGA + Contact to Delma on 7-26-91.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500012

Amendment # _____

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED</p> <p align="center">Multnomah County Board of Commissioners</p> <p align="center">R-4 July 25, 1991</p>
---------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Contact Person Hank Miggins Phone x-3308 Date 7/14/91

Department Nondepartmental Division Chair's Office Bldg/Room 101/134

Description of Contract Intergovernmental Agreement between the City of Portland and Multnomah County for consolidation of Affirmative Action Programs.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address Auditor's Office
1220 SW 5th, Room 202
Portland, Oregon 97204
 Phone (503) 823-4078
 Employer ID # or SS # _____
 Effective Date July 1, 1991
 Termination Date June 30, 1991
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Payment Term

Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *[Signature]*

Date 7/18/91

Purchasing Director (Class II Contracts Only) _____

Date _____

County Counsel *[Signature]*

Date 7/18/91

County Chair/Sheriff *[Signature]*

Date 7/25/91

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

ORDINANCE No.

*Authorize an Intergovernmental Agreement between the City of Portland and Multnomah County for consolidation of Affirmative Action Programs. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. In response to the passage of Ballot Measure 5, the City and County have been reviewing and discussing consolidating certain functions to enhance and/or eliminate duplicative services.
2. It has been determined that the Affirmative Action Programs of the City and County would benefit from consolidation.
3. The Multnomah County Board of Commissioners has committed \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions.
4. The City has committed \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions.
5. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.
6. The incumbent County Affirmative Action Officer shall become the City-County Affirmative Action.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to execute an Intergovernmental Agreement, attached hereto as Exhibit A, with Multnomah County to maintain a joint Affirmative Action Program.

Section 2. The Council declares that an emergency exists in order that a joint Affirmative Action Program may be implemented without delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

Mayor J.E. Bud Clark

SCB:JT

July 11, 1991

BARBARA CLARK

Auditor of the City of Portland

By

Deputy

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PORTLAND
AND
MULTNOMAH COUNTY

This Agreement, entered into as of this first day of July 1991 by and between the Multnomah County, hereinafter referred to as the "County" and the City of Portland, hereinafter referred to as the "City."

RECITALS

1. The basic responsibility of the Affirmative Action programs of the City and County is to assist the City and County to achieve and maintain a diverse and representative work force and to assist the Training Officers for the City and County in coordinating and providing training and educational opportunities for the City and County regarding equal employment opportunity issues (e.g. Workforce 2000, sexual harassment, Americans With Disabilities, etc.).
2. Consolidation of the Affirmative Action Programs of the City and County will reduce program duplication among the two governments, while assuring that each government meets the regulatory requirement for having an office that monitors, reports, plans and implements program strategies, and provides creative solutions to work force and service programs diversity.
3. The combined strengths of the two programs through the staffing support and resources will demonstrate to the public, our employees, contractors and compliance agencies our desire to achieve the goals of equal opportunity employment and program delivery for all persons regardless of their protective status.

NOW, THEREFORE, the parties agree as follows:

I. Term

The term of this Agreement shall be July 1, 1991 through June 30, 1992. The agreement shall continue in force until terminated or replaced. It is contemplated that this joint effort between the County and City will be ongoing, and this Agreement shall continue absent annual formal notice from either the City or County by January 1 of each year.

II. Scope of Agreement

Description of Responsibilities

1. The Board of County Commissioners and the City Council agree to maintain a joint Affirmative Action Program, and the County Affirmative Action Officer (hereinafter "Affirmative Action Officer") shall become the County-City Affirmative Action Officer. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.

2. The Affirmative Action Officer shall be responsible to the County Chair and the Mayor.
3. Multnomah County shall commit \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions (Affirmative Action Officer and Management Analyst). The County shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The County shall remain the appointing authority for the County positions and County Civil Service rules and regulations shall apply to these positions.
4. The City shall commit \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions (two Personnel Analysts and Staff Assistant). The City shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The City shall remain the appointing authority for the City positions and City Civil Service rules and regulations shall apply to these positions.
5. The County shall be responsible for all personnel services costs (including all salary, benefits, workers' compensation insurance) and of the County staff, and the City shall be responsible for all personnel services costs (including all salary, benefits, and workers' compensation insurance) of the City staff.

If the time spent by the Affirmative Action staff on City and County issues differs from the allocation of time detailed in the agreed-upon budget for the joint Affirmative Action program, a reimbursement will be coordinated between the two agencies during the fourth quarter of the fiscal year. This process shall be known as a personal services cost adjustment.

6. The City shall be responsible for the materials and services budget, ensuring that materials and services essential to the program are obtained and shall quarterly bill the County for actual materials and services expenditures based on the approved program budgets each fiscal year.
7. The City and County agree to discuss any proposed organizational or financial commitment changes prior to formal action on the part of either party. Any such formal actions shall be done by amendment to this Agreement pursuant to Section V. of this Agreement.
8. The Affirmative Action Officer shall prepare and submit to the Mayor and County Chair a status report no later than January 1, 1992. The report shall discuss the results and accomplishments of the cooperative effort, and shall include recommendations for potential improvements in the program, continuation or termination of the cooperative program.
9. The Mayor and County Chair shall jointly present the status report to the City Council and Board of Commissioners, together with their mutual recommendations for the future of the joint effort at such time that decisions can be incorporated into the agencies' respective FY 1992-93 budgets.

III. Early Termination of Agreement

All or part of this contract may be terminated by mutual consent by both parties.

IV. Payment on Early Termination

In the event of termination under Section III, the County shall reimburse the City for actual materials and services costs incurred prior to termination pursuant to the County's obligation in II. 6., above.

In the event of termination under Section III, the City and County shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II. 5., above.

V. Amendment to Agreement

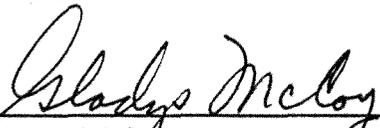
The City and County may amend this Agreement from time to time by mutual written agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY

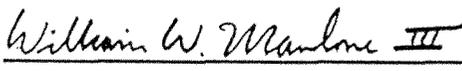
J.E. Bud Clark
Mayor



Gladys McCoy
Multnomah County Chair

Barbara Clark, City Auditor

APPROVED AS TO FORM:



Jeffrey L. Rogers
City Attorney - deputy



Lawrence Kressel
County Counsel

RATIFIED
Multnomah County Board
of Commissioners

8-4-7-25-91



CITY OF
PORTLAND, OREGON
OFFICE OF CITY AUDITOR

Barbara Clark, City Auditor
Council/Contracts Division
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
(503) 823-4082

July 22, 1991

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON, 97204
7/27/91

Gladys McCoy, Chair
Multnomah County
1120 SW 5th, Room 1400
Portland OR 97204

Dear Sir/Madam:

Enclosed are triplicate copies of Exhibit A, Intergovernmental Agreement for consolidation of Affirmative Action Programs, as authorized by Ordinance No. 164467.

Please have all three copies of the Agreement signed by the proper person and return them to the Auditor, Room 202, City Hall, Portland, 97204. The person signing must give his or her title.

After all copies have been executed by the City officials, one copy will be returned to you.

Yours truly,

Toni M. Anderson
Deputy Auditor

TMA:pd
Encls.

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF PORTLAND
AND
MULTNOMAH COUNTY

This Agreement, entered into as of this first day of July 1991 by and between the Multnomah County, hereinafter referred to as the "County" and the City of Portland, hereinafter referred to as the "City."

RECITALS

1. The basic responsibility of the Affirmative Action programs of the City and County is to assist the City and County to achieve and maintain a diverse and representative work force and to assist the Training Officers for the City and County in coordinating and providing training and educational opportunities for the City and County regarding equal employment opportunity issues (e.g. Workforce 2000, sexual harassment, Americans With Disabilities, etc.).
2. Consolidation of the Affirmative Action Programs of the City and County will reduce program duplication among the two governments, while assuring that each government meets the regulatory requirement for having an office that monitors, reports, plans and implements program strategies, and provides creative solutions to work force and service programs diversity.
3. The combined strengths of the two programs through the staffing support and resources will demonstrate to the public, our employees, contractors and compliance agencies our desire to achieve the goals of equal opportunity employment and program delivery for all persons regardless of their protective status.

NOW, THEREFORE, the parties agree as follows:

I. Term

The term of this Agreement shall be July 1, 1991 through June 30, 1992. The agreement shall continue in force until terminated or replaced. It is contemplated that this joint effort between the County and City will be ongoing, and this Agreement shall continue absent annual formal notice from either the City or County by January 1 of each year.

II. Scope of Agreement

Description of Responsibilities

1. The Board of County Commissioners and the City Council agree to maintain a joint Affirmative Action Program, and the County Affirmative Action Officer (hereinafter "Affirmative Action Officer") shall become the County-City Affirmative Action Officer. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.

2. The Affirmative Action Officer shall be responsible to the County Chair and the Mayor.
3. Multnomah County shall commit \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions (Affirmative Action Officer and Management Analyst). The County shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The County shall remain the appointing authority for the County positions and County Civil Service rules and regulations shall apply to these positions.
4. The City shall commit \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions (two Personnel Analyst Is and Staff Assistant). The City shall pay the wages for these positions and be responsible for providing workers' compensation insurance coverage for these workers. The City shall remain the appointing authority for the City positions and City Civil Service rules and regulations shall apply to these positions.
5. The County shall be responsible for all personnel services costs (including all salary, benefits, workers' compensation insurance) and of the County staff, and the City shall be responsible for all personnel services costs (including all salary, benefits, and workers' compensation insurance) of the City staff.

If the time spent by the Affirmative Action staff on City and County issues differs from the allocation of time detailed in the agreed-upon budget for the joint Affirmative Action program, a reimbursement will be coordinated between the two agencies during the fourth quarter of the fiscal year. This process shall be known as a personal services cost adjustment.

6. The City shall be responsible for the materials and services budget, ensuring that materials and services essential to the program are obtained and shall quarterly bill the County for actual materials and services expenditures based on the approved program budgets each fiscal year.
7. The City and County agree to discuss any proposed organizational or financial commitment changes prior to formal action on the part of either party. Any such formal actions shall be done by amendment to this Agreement pursuant to Section V. of this Agreement.
8. The Affirmative Action Officer shall prepare and submit to the Mayor and County Chair a status report no later than January 1, 1992. The report shall discuss the results and accomplishments of the cooperative effort, and shall include recommendations for potential improvements in the program, continuation or termination of the cooperative program.
9. The Mayor and County Chair shall jointly present the status report to the City Council and Board of Commissioners, together with their mutual recommendations for the future of the joint effort at such time that decisions can be incorporated into the agencies' respective FY 1992-93 budgets.

III. Early Termination of Agreement

All or part of this contract may be terminated by mutual consent by both parties.

IV. Payment on Early Termination

In the event of termination under Section III, the County shall reimburse the City for actual materials and services costs incurred prior to termination pursuant to the County's obligation in II. 6., above.

In the event of termination under Section III, the City and County shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II. 5., above.

V. Amendment to Agreement

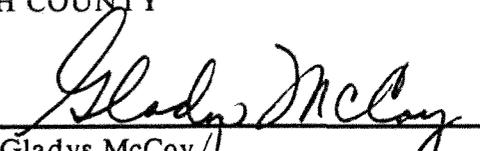
The City and County may amend this Agreement from time to time by mutual written agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY

J.E. Bud Clark
Mayor



Gladys McCoy
Multnomah County Chair

Barbara Clark, City Auditor

APPROVED AS TO FORM:



Jeffrey L. Rogers
City Attorney *deputy*

Lawrence Kressel
County Counsel

RATIFIED
Multnomah County Board
of Commissioners
R-4 7-25-91

Page Three

IV Payment on Early Termination

In the event of termination under Section III, the County shall reimburse the City for actual materials and services costs incurred prior to termination pursuant to the County's obligation in II. 6, above.

In the event of termination under Section III, the City and County shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II. 5, above.

V. Amendment to Agreement

The City and County may amend this Agreement from time to time by mutual written agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY

Bud Clark
Bud Clark
Mayor

Gladys McCoy
Gladys McCoy
Multnomah County Chair

Barbara Clark
Barbara Clark, City Auditor

APPROVED AS TO FORM:

William W. Maulone III
Jeffrey L. Rogers
City Attorney - Deputy

Lawrence Kressel
Lawrence Kressel
County Counsel

RATIFIED
Multnomah County Board
of Commissioners
R-4 7-25-91

ORDINANCE No. 164467

*Authorize an Intergovernmental Agreement between the City of Portland and Multnomah County for consolidation of Affirmative Action Programs. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. In response to the passage of Ballot Measure 5, the City and County have been reviewing and discussing consolidating certain functions to enhance and/or eliminate duplicative services.
2. It has been determined that the Affirmative Action Programs of the City and County would benefit from consolidation.
3. The Multnomah County Board of Commissioners has committed \$124,461 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes two authorized full-time positions.
4. The City has committed \$186,773 in resources for the joint City-County Affirmative Action Program in FY 1991-92, which includes three authorized full-time positions.
5. The joint program shall be located in the space currently housing the City Affirmative Action Program in City Hall.
6. The incumbent County Affirmative Action Officer shall become the City-County Affirmative Action.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to execute an Intergovernmental Agreement, attached hereto as Exhibit A, with Multnomah County to maintain a joint Affirmative Action Program.

Section 2. The Council declares that an emergency exists in order that a joint Affirmative Action Program may be implemented without delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 17 1991

Mayor J.E. Bud Clark
SCB:JT
July 11, 1991

BARBARA CLARK

Auditor of the City of Portland

By *Britta Olson* Deputy

Meeting Date: JUL 25 1991

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: _____

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING _____
(date) (date)

DEPARTMENT Nondepartmental DIVISION County Counsel/Community Development

CONTACT John DuBay/Cecile Pitts TELEPHONE X-3138/X-3182

PERSON(S) MAKING PRESENTATION John DuBay, Cecile Pitts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of Amending Resolution 91085 to include technical changes as agreed by the Board at its July 18, 1991 formal meeting.

CLERK OF
COUNTY
1991 JUL 18 PM 1:50
MULTIOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCoy*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

Sent copy of Resolution to John DuBay, Cecile Pitts + Larry Boster on 7-26-91

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending Resolution 91-85 to Include Technical Changes Relating to the Transfer of Various Tax Foreclosed Properties to Northeast Community Development Corporation to Aid the Nehemiah Housing Opportunity Program

RESOLUTION

No. 91-110

WHEREAS, on June 20, 1991, the Board of County Commissioners adopted Resolution 91-85 authorizing transfers of various tax foreclosed properties to Northeast Community Development Corporation ("NECDC") to aid the Nehemiah Housing Opportunity Program; and

WHEREAS, NECDC has requested a change in the schedule of property transfers described in Section 2(a) and 2(b) of Resolution 91-85, which the Board of Commissioners find acceptable.

NOW, THEREFORE, BE IT RESOLVED:

Section 2 of Resolution 91-85 is amended to read as follows:

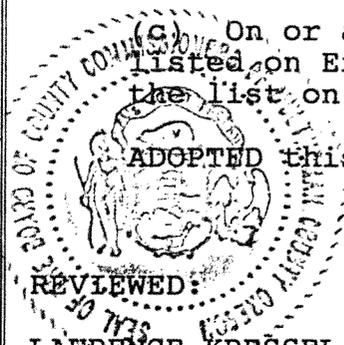
"2. Subject to all requirements of this Resolution, the Chair is authorized to execute deeds of conveyance of properties described on Exhibit A on the following schedule:

(a) Properties listed as No's 4, 6, 10, 12, 48, and 49 on Exhibit A shall be transferred as soon as practicable.

(b) Properties listed as No's 27, 28, 30, 31, 32, 36, 38, 45, 50 and 59 shall be transferred as soon as practicable after January 1, 1992.

(c) On or after February 1, 1992, a minimum of 10 properties listed on Exhibit A per month (to be selected by NECDC) until the list on Exhibit A is exhausted."

ADOPTED this 25th day of July, 1991.



Gladys McCoy, Chair

LAURENCE KRESSEL, COUNTY COUNSEL FOR MULTNOMAH COUNTY, OREGON

By John L. DuBay Chief Assistant County Counsel

07/22/91:1

EXHIBIT "A"

ASSESSMENT
ROLL
JANUARY 1990
MARKET

LEGAL DESCRIPTIONS

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
01	ALBINA HOMESTEAD	LOT 5, BLOCK A	4316 NE GARFIELD	\$4,837.33	\$30.50	\$10,100.00
02	ALBINA HOMESTEAD	N 1/2 OF LOT 11, BLOCK 3	3930 NE GARFIELD	\$3,401.06	\$155.37	\$500.00
03	ALBINA HOMESTEAD	W 1/2 OF LOT 1, BLOCK 12	126 NE MASON ST	\$3,714.57	\$857.32	\$4,700.00
04	ALBINA HOMESTEAD	LOT 11, BLOCK 12	S OF 4038 NE ROONEY AVE	\$1,048.60	\$308.00	\$1,000.00
05	ALBINA HOMESTEAD	W 29' OF E 70' OF LOT 1, BLOCK 14;	W OF 136 NE FAILING ST	\$189.22	\$478.00	\$500.00
06	ALBINA HOMESTEAD	N 19.6' OF LOT 15, BLOCK 27;	4070 N VANCOUVER AVE	\$3,676.76	\$1,139.48	\$8,700.00
07	ARLETA PARK	LOT 1; EXC PT IN ST, LOT 6	NE 9TH AVE, S OF 870 NE ROSELAWN ST	\$122.32	\$1,052.65	\$800.00
08	ARLETA PARK	LOTS 35 & 38	W OF 724 NE SUMNER ST	\$1,065.58	\$530.80	\$6,000.00
09	ARLETA PARK	LOTS 46 & 51	727 NE WEBSTER ST	\$4,417.69	\$689.44	\$15,300.00
10	CENTRAL ALBINA	LOT 2, BLOCK 5	FORMER 4415 N KERBY AVE	\$2,604.66	\$6,364.15	\$6,800.00
11	CENTRAL ALBINA	LOT 1, BLOCK 7	FORMER 4235 N BORTHWICK AVE	\$4,308.76	\$5,011.75	\$6,900.00
12	CENTRAL ALBINA	LOT 11, BLOCK 11	S OF 4134 N HAIGHT AVE	\$616.40	\$578.79	\$2,000.00
13	CENTRAL ALBINA	W 55' OF LOTS 15 & 16, BLOCK 19	FORMER 3966-3970 N ALBINA AVE	\$5,726.64	\$38,546.09	\$2,500.00
14	CENTRAL ALBINA	LOT 11, BLOCK 30	FORMER 3726 N ALBINA AVE	\$1,215.34	\$619.43	\$2,000.00
15	CENTRAL ALBINA	W 1/2 OF LOT 18, BLOCK 31	N OF 3634 N ALBINA AVE	\$534.84	\$0.00	\$1,600.00
16	CENTRAL ALBINA	LOT 1, BLOCK 36	3633 N VANCOUVER AVE	\$3,207.85	\$1,548.60	\$12,000.00
17	CENTRAL ALBINA ADD	LOT 5, BLOCK 16	S OF 4512 N COMMERCIAL AVE	\$814.72	\$862.00	\$2,000.00
18	CENTRAL ALBINA ADD	LOT 6, BLOCK 18	N OF 4506 N GANTENBEIN AVE	\$853.16	\$280.00	\$2,000.00
19	MULTNOMAH	N 25' OF LOT 14, BLOCK 15	FORMER 4018 N MISSOURI AVE	\$0.00	\$0.00	\$1,300.00

LEGAL DESCRIPTIONS

EXHIBIT "A"

ASSESSMENT
ROLL
JANUARY 1990

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
20	CLOVERDALE EXTENSION & PLAT 2	LOT 11, BLOCK 13	835 NE JESSUP ST	\$3,826.62	\$322.00	\$5,800.00
21	CLOVERDALE EXTENSION & PLAT 2	LOT 12, BLOCK 13	5719-5721 NE 9TH AVE	\$5,711.97	\$234.00	\$5,000.00
22	CLOVERDALE EXTENSION & PLAT 2	LOTS 13 & 14, BLOCK 13	5711 NE 9TH AVE	\$8,653.22	\$1,702.67	\$9,000.00
23	CLOVERDALE TRACT	LOT 16, BLOCK 2	NW CORNER NE 7TH & CHURCH	\$613.32	\$0.00	\$1,500.00
24	DAVIS HIGHLAND	LOTS 11 & 12, BLOCK 3	FORMER 4803 NE GRAND AVE	\$2,194.21	\$556.09	\$6,000.00
25	HIGHLAND SCHOOLHOUSE	LOT 14, BLOCK 3	FORMER 4841 NE 12TH AVE	\$782.07	\$268.00	\$1,300.00
26	LINCOLN PARK	LOT 13, BLOCK 19	FORMER 3607 NE 8TH AVE	\$694.72	\$319.39	\$1,000.00
27	LINCOLN PARK	LOT 15, BLOCK 21	3623 NE 6TH AVE	\$2,227.65	\$1,551.37	\$10,800.00
28	LINCOLN PARK ANNEX	LOT 3, BLOCK 4	4406 NE 7TH AVE	\$3,823.24	\$1,151.37	\$1,000.00
29	LINCOLN PARK ANNEX	LOT 4, BLOCK 5	S OF 4404 NE 8TH AVE	\$743.41	\$1,203.00	\$1,000.00
30	CENTRAL ALBINA	LOT 7, BLOCK 32; NE 15' OF LOT 8, BLOCK 32	3521 N KERBY	\$4,214.71	\$0.00	\$14,400.00
31	LINCOLN PARK ANNEX	LOT 4, BLOCK 18	FORMER 4046 NE 7TH AVE	\$3,493.36	\$615.76	\$1,000.00
32	LINCOLN PARK ANNEX	LOT 5, BLOCK 19	FORMER 4036 NE 8TH AVE	\$2,159.78	\$555.76	\$1,000.00
33	LINCOLN PARK ANNEX	E 59' OF LOT 16, BLOCK 23	FORMER 3973 NE 10TH AVE	\$1,682.17	\$616.84	\$1,100.00
34	M PATTONS & SUB	SUB TRACT K, LOT 5, BLOCK 1	844 N EMERSON ST	\$4,149.77	\$1,476.46	\$15,200.00
35	M PATTONS & SUB	N 53' OF LOT 1, E 1/2 OF BLOCK L	5134-5138 N ALBINA AVE	\$8,242.32	\$0.00	\$5,700.00
36	M PATTONS & SUB	LOT 12, SUB E 1/2 TRACT L	FORMER 627 NE WEBSTER ST	\$4,255.90	\$270.00	\$2,000.00
37	MAEGLY HIGHLAND	LOT 5, BLOCK 1	4905 NE CLEVELAND AVE	\$3,498.90	\$1,301.00	\$5,600.00

LEGAL DESCRIPTIONS

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
38	MAEGLY HIGHLAND	LOT 7, BLOCK 12	4504 NE CLEVELAND AVE	\$2,819.48	\$4,473.72	\$9,600.00
39	MULTNOMAH	LOTS 14 & 16, BLOCK 14	S OF 4026 N MICHIGAN AVE	\$2,363.28	\$312.80	\$4,000.00
40	MULTNOMAH	S 2' OF LOT 4, BLOCK 23;	S OF 3964 N MICHIGAN AVE	\$770.50	\$0.00	\$1,100.00
41	MULTNOMAH	S 19' OF LOT 6, BLOCK 23;	FORMER 3950 N MICHIGAN AVE	\$3,023.82	\$432.25	\$1,100.00
42	MULTNOMAH	S 1/2 OF LOT 8, BLOCK 36	3610 N MISSISSIPPI	\$4,098.64	\$188.50	\$8,500.00
43	NORTH ALBINA	LOT 4, BLOCK 25	5916 N MISSOURI	\$5,586.39	\$4,286.00	\$23,700.00
44	NORTH IRVINGTON	LOT 10, BLOCK 1	3913 NE GRAND AVE	\$1,855.76	\$727.04	\$11,500.00
45	NORTH IRVINGTON	OT 14, BLOCK 4	FORMER 3953 NE 8TH AVE	\$2,946.78	\$360.00	\$6,000.00
46	NORTH IRVINGTON	LOT 14, BLOCK 6	FORMER 3953 NE 10TH AVE	\$2,640.66	\$0.00	\$1,500.00
47	NORTH IRVINGTON	LOT 12, BLOCK 25	4316 NE 11TH AVE	\$3,420.59	\$3,375.45	\$5,500.00
48	PIEDMONT	LOTS 6 & 7, BLOCK 4	5621 NE RODNEY	\$8,951.28	\$0.00	\$49,900.00
49	PIEDMONT	LOT 7, BLOCK 9	5765 NE GARFIELD	\$8,711.50	\$0.00	\$36,700.00
50	ROSEDALE & ANNEX	LOT 13, BLOCK 9	5045 NE 13TH AVE	\$4,234.31	\$1,271.86	\$9,200.00
51	ROSEDALE & ANNEX	LOT 2, BLOCK 11	5044 NE 14TH AVE	\$3,826.96	\$438.00	\$8,700.00
52	ROSELAWN	LOT 6, BLOCK 4	FORMER 845 NE ROSELAWN	\$3,920.71	\$279.00	\$300.00
53	ROSELAWN	LOT 5, BLOCK 7	W OF 440 NE ROSELAWN	\$389.58	\$210.00	\$3,000.00
54	ROSELAWN	LOT 9, BLOCK 7	W OF 524 NE ROSELAWN ST	\$630.47	\$0.00	\$3,000.00
55	ROSELAWN	LOT 10, BLOCK 7	524 NE ROSELAWN ST	\$4,930.95	\$331.94	\$7,200.00
56	ROSELAWN	LOT 11, BLOCK 7	FORMER 524 NE ROSELAWN	\$3,171.46	\$984.67	\$4,400.00
57	ROSELAWN	LOT 19, BLOCK 7; W 15' OF LOT 20, BLOCK 7	W OF 726 NE ROSELAWN ST	\$555.68	\$225.90	\$1,000.00
58	VERNON	LOT 15, BLOCK 2; S 24' OF	FORMER 5321 NE 15TH AVE	\$1,347.24	\$140.00	\$5,100.00

LEGAL DESCRIPTIONS

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
		LOT 16, BLOCK 2				
59	WALNUT PARK	LOT 7, BLOCK 23	FORMER 5022 NE RODNEY AVE	\$5,482.77	\$798.46	\$3,000.00
60	WILLIAMS AVENUE ADD #2	W 1/2 OF LOT 17, BLOCK 1	FORMER 134 N ALBERTA ST	\$3,313.18	\$0.00	\$4,900.00
Total:				\$182,314.83	\$90,031.67	\$384,000.00