

ANNOTATED MINUTES

Thursday, August 10, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:34 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Dan Saltzman present, and Commissioner Tanya Collier excused.

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER HANSEN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-4) WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 CS 2-95/HV 12-95 Review the June 21, 1995 Hearings Officer Decision, APPROVING, Subject to Conditions, a Request for Expansion of the Community Service Use and Height Variance for a Water Treatment Facility in the CFU Zoning District, for Treatment of the City's Water Supply at 6704 SE COTTRELL ROAD

DEPARTMENT OF HEALTH

- C-2 Ratification of an Intergovernmental Revenue Agreement, Contract 200476, Between Mt. Hood Community College and Multnomah County Department of Health to Provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Pre-kindergarten Program, for the Period August 15, 1995 through June 30, 1996
- C-3 Ratification of an Intergovernmental Revenue Agreement, Contract 200776, Between Portland Public Schools and Multnomah County Health Department to Provide Early Intervention and Early Childhood Special Education Services for County Preschool Children with Disabilities, for the Period July 1, 1995 through June 30, 1996

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 Ratification of Amendment No. 1 to Intergovernmental Revenue Agreement, Contract 103535, Between the City of Gresham and Multnomah County Department of Community and Family Services to Extend the Term of Contract

and Adds \$86,542 to Pay for Transitional Housing, Bilingual Case Management and Emergency Housing Vouchers, for the Period June 1, 1995 through June 30, 1996

REGULAR AGENDA

PUBLIC COMMENT

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

RICHARD KOENIG COMMENTED AND SUBMITTED WRITTEN MATERIAL REGARDING THE FAMILY SERVICES MEDIATION PROGRAM. TOM CROPPER COMMENTED IN SUPPORT OF CONTINUATION OF THE MULTNOMAH COUNTY FAIR.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-3 Ratification of an Intergovernmental Agreement, Contract 103336, Between Lane County Department of Health and Human Services Alcohol/Drug/Offender Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. BILL THOMAS EXPLANATION OF ITEMS R-3 THROUGH R-7 AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

- R-4 Ratification of an Intergovernmental Agreement, Contract 103346, Between Klamath County Department of Human Services Mental Health Division and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-4 WAS UNANIMOUSLY APPROVED.

- R-5 Ratification of an Intergovernmental Agreement, Contract 103356, Between Jackson County Substance Abuse Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon

Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996

**UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER KELLEY, R-5 WAS
UNANIMOUSLY APPROVED.**

- R-6 Ratification of an Intergovernmental Agreement, Contract 103366, Between Benton County Alcohol Treatment Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996

**UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER KELLEY, R-6 WAS
UNANIMOUSLY APPROVED.**

- R-7 Ratification of an Intergovernmental Agreement, Contract 103376, Between Clackamas County Alcohol and Drug Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996

**UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER KELLEY, R-7 WAS
UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 RESOLUTION in the Matter of the Improvement of the Intersection of NE Halsey Street, No. 1180, and NE 223rd Avenue, No. 667

**COMMISSIONER HANSEN MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL OF
R-8. BOB THOMAS EXPLANATION AND RESPONSE TO
BOARD QUESTIONS. RESOLUTION 95-176
UNANIMOUSLY APPROVED.**

- R-9 RESOLUTION in the Matter of Adopting the East of Sandy River Rural Area Plan Scoping Report C 3-95

**COMMISISONER KELLEY MOVED AND
COMMISSIONER SALTZMAN SECONDED, APPROVAL**

OF R-9. PLANNER GORDON HOWARD AND CONSULTANT JIM OWENS EXPLANATION AND RESPONSE TO BOARD COMMENTS. TOM CROPPER TESTIMONY IN SUPPORT. FOLLOWING BOARD DISCUSSION AND STAFF RESPONSE, AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, THE FOLLOWING WAS UNANIMOUSLY APPROVED: AN AMENDMENT TO PAGE 19 OF THE SCOPING REPORT TO INCLUDE LANGUAGE REGARDING AGRICULTURAL RUN OFF AND EROSION; AND AN AMENDMENT TO INCLUDE LANGUAGE FROM THE ARCHITECTURAL PROPOSAL OF THE CORBETT COMMUNITY PLAN TO THE SCOPING REPORT; AND DIRECTING STAFF TO PROCEED WITH INFORMATION GATHERING REGARDING THE \$1,000 BOND REQUIREMENT FOR HEALTH HARDSHIPS. RESOLUTION 95-177 UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

R-2 PUBLIC HEARING and Consideration of Board ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Northeast Community Development Corporation (NECDC) for Low Income Housing Development

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. HC TUPPER EXPLANATION. GEORGE RICHARDSON PRESENTATION, TESTIMONY IN SUPPORT AND RESPONSE TO BOARD QUESTION. ORDER 95-175 UNANIMOUSLY APPROVED.

R-10 First Reading of an ORDINANCE Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. GORDON HOWARD EXPLANATION AND RESPONSE TO BOARD QUESTION. JEFF BACHRACH WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO VARIOUS LAND USE POLICY ISSUES.

DANIEL STOKES WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO SEC OVERLAY. DAVID KRIBBS TESTIMONY AND RESPONSE TO BOARD QUESTIONS. ALAN STOKES WRITTEN AND ORAL TESTIMONY IN OPPOSITION. SHARON STRICKLAND, BETHANY STRICKLAND AND IRISA McCAUSLAND TESTIMONY IN OPPOSITION TO SEC OVERLAY. ARNOLD ROCHLIN RESPONSE TO CONCERNS OF PREVIOUS SPEAKERS AND TESTIMONY IN SUPPORT OF ORDINANCE. KAREN McDANIEL, JOSEPH KABDEBO AND PAUL WRIGHT TESTIMONY IN OPPOSITION TO SEC OVERLAY. MARQUETTA MITCHELL TESTIMONY IN SUPPORT OF ORDINANCE. MR. HOWARD RESPONSE TO ISSUES AND CONCERNS RAISED BY SPEAKERS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR THURSDAY, AUGUST 24, 1995.

R-11

First Reading and Possible Adoption of an ORDINANCE Amending MCC 11.15 to Clarify the Regulation of Mining Conditional Use Permits Approved Under Time Limit Provisions Previously Deleted from the Zoning Code, in Partial Fulfillment of Periodic Review Work Program Tasks Required to bring Multnomah County's Land Use Program into Compliance with Statewide Planning Goal 5, and Declaring an Emergency

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING AND ADOPTION. BOB HALL EXPLANATION. ARNOLD ROCHLIN WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO PROVISIONS OF ORDINANCE AND REQUEST FOR ONE MONTH CONTINUATION IN ORDER FOR AFFECTED PARTIES TO COMPLETE NEGOTIATED AGREEMENT. BILL BECKMAN TESTIMONY IN OPPOSITION TO EXTENSION OF ANGELL BROTHERS PERMIT AT CURRENT LEVEL OF OPERATION. TOM CROPPER TESTIMONY CONCERNING GOAL 5 ISSUES. JOHN DuBAY RESPONSE TO TESTIMONY. MR. DuBAY, MR. HALL AND LARRY KRESSEL RESPONSE TO BOARD QUESTIONS AND DISCUSSION. ORDINANCE 827 UNANIMOUSLY APPROVED.

11:23 a.m.

The regular meeting was adjourned at 11:20 a.m. and the briefing convened at

Thursday, August 10, 1995 - AM
(IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland


BOARD BRIEFING

B-1 Multnomah Commission on Children and Families Six Month Plan. Presented by
Mark Rosenbaum, Luther Sturdevant and Nan Waller.

**NAN WALLER, MARK ROSENBAUM, HELEN
RICHARDSON, AND LUTHER STURDEVANT
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION.**

There being no further business, the meeting was adjourned at 11:55 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

AGENDA

MEETING OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 7, 1995 - AUGUST 11, 1995

Tuesday, August 8, 1995 - NO MEETINGS SCHEDULED

Thursday, August 10, 1995 - 9:30 AM - Regular Meeting Page 2

Thursday, August 10, 1995 - AM - Board Briefing Page 4
(IMMEDIATELY FOLLOWING REGULAR MEETING)

*Thursday Meetings of the Multnomah County Board of Commissioners are
cablecast live and taped and can be seen by Cable subscribers in Multnomah County
at the following times:*

Thursday, 9:30 AM (LIVE) Channel 30

Friday, 10:00 PM Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

**INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD
CLERK AT 248-3277 OR 248-5222, OR MULTNOMAH COUNTY TDD PHONE 248-
5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.**

Thursday, August 10, 1995 - 9:30 AM

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-1 *CS 2-95/HV 12-95 Review the June 21, 1995 Hearings Officer Decision, APPROVING, Subject to Conditions, a Request for Expansion of the Community Service Use and Height Variance for a Water Treatment Facility in the CFU Zoning District, for Treatment of the City's Water Supply at 6704 SE COTTRELL ROAD*

DEPARTMENT OF HEALTH

- C-2 *Ratification of an Intergovernmental Revenue Agreement, Contract #200476, between Mt. Hood Community College and Multnomah County Department of Health to Provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program, for the Period August 15, 1995 through June 30, 1996*
- C-3 *Ratification of an Intergovernmental Revenue Agreement, Contract #200776, between Portland Public Schools and Multnomah County Health Department to Provide Early Intervention and Early Childhood Special Education Services for County Preschool Children with Disabilities, for the Period July 1, 1995 through June 30, 1996*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 *Ratification of Amendment No. 1 to Intergovernmental Revenue Agreement, Contract #103535, between the City of Gresham and Multnomah County Department of Community and Family Services to Extend the Term of Contract and Adds \$86,542 to Pay for Transitional Housing, Bilingual Case Management and Emergency Housing Vouchers, for the Period June 1, 1995 through June 30, 1996*

REGULAR AGENDA

PUBLIC COMMENT

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-2 *PUBLIC HEARING and Consideration of Board ORDER in the Matter of Approving Requests for Transfers of Tax Foreclosed Properties to Northeast Community Development Corporation (NECDC) for Low Income Housing Development*
- R-3 *Ratification of an Intergovernmental Agreement, Contract #103336, between Lane County Department of Health and Human Services Alcohol/Drug/Offender Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996*
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- R-5 *Ratification of an Intergovernmental Agreement, Contract #103356, between Jackson County Substance Abuse Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996*
- R-6 *Ratification of an Intergovernmental Agreement, Contract #103366, between Benton County Alcohol Treatment Program and Multnomah County Department of Community and Family Services Alcohol and Drug Program to Provide Oregon Health Plan Covered Chemical Dependency Services to Oregon Medicaid Recipients who are Member of Prepaid Health Plans, for the Period May 1, 1995 through June 30, 1996*
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 *RESOLUTION in the Matter of the Improvement of the Intersection of NE Halsey Street, No. 1180, and NE 223rd Avenue, No. 667*

- R-9 *RESOLUTION in the Matter of Adopting the East of Sandy River Rural Area Plan Scoping Report C 3-95*
- R-10 *First Reading of an ORDINANCE Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area*
- R-11 *First Reading and Possible Adoption of an ORDINANCE Amending MCC 11.15 to Clarify the Regulation of Mining Conditional Use Permits Approved Under Time Limit Provisions Previously Deleted from the Zoning Code, in Partial Fulfillment of Periodic Review Work Program Tasks Required to bring Multnomah County's Land Use Program into Compliance with Statewide Planning Goal 5, and Declaring an Emergency*
-

Thursday, August 10, 1995 - AM
(IMMEDIATELY FOLLOWING REGULAR MEETING)

Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

- B-1 *Multnomah Commission on Children and Families Six Month Plan. Presented by Mark Rosenbaum, Luther Sturtevant and Nan Waller. 45 MINUTES REQUESTED.*

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

M E M O R A N D U M

TO: Board Clerks
Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Stuart Farmer, Staff Assistant to Commissioner Collier

DATE: August 4, 1995

SUBJECT: Commissioner Collier's Medical Leave

Please excuse Commissioner Collier from all Board meetings on the following dates for medical leave:

August 10, 1995
August 15 & 17, 1995
August 22 & 24, 1995
August 29 & 31, 1995
September 5 & 7, 1995
September 12 & 14, 1995

BOARD OF
COUNTY COMMISSIONERS
1995 AUG -4 AM 11:09
MULTNOMAH COUNTY
OREGON

Meeting Date: AUG 10 1995

Agenda No: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reporting of a Hearings Officer Decision in the matter of
CS 2-95/HV 12-95.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: August 10, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Lisa Estrin

TELEPHONE: 248-3043
BLDG /ROOM:412/Plan

PERSON(S) MAKING PRESENTATION: Lisa Estrin

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

Summary (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Reporting of Multnomah County Hearings Officer decision in the matter of CS 2-95/HV 12-95. A request by City of Portland's Bureau of Water Works for the expansion of an existing ammoniation facility to facilitate a corrosion control mechanism for treatment of the City's water supply at 6704 SE Cottrell Road in unincorporated Multnomah County, Oregon.

Hearings Officer approved with conditions the request for expansion of the community service use and height variance for a water treatment facility in the CFU zoning district.

SIGNATURES REQUIRED:

Elected Official: _____

Lisa Estrin

OR

Department Manager: _____

RSP

1995 JUL 31 PM 1:39
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



BOARD HEARING OF AUGUST 10, 1995

TIME 9:30pm

CASE NAME Portland Water Works

NUMBER

CS 2-95/HV 12-95

1. Applicant Name/Address

City of Portland's Bureau of Water Works
1120 SW 5th Avenue
Portland 97204

2. Action Requested by Applicant

Expansion of a Community Service Use in the Commerical Forest Use Zoning District. The proposal is for an expansion of the existing ammoniation facility to include corrosion control mechanisms for the City's water supply

ACTION REQUESTED OF BOARD

- ☒ Affirm Plan.Com./Hear.Of
- ☐ Hearing/Rehearing
 - ☐ Scope of Review
 - ☐ On the record
 - ☐ De Novo
 - ☐ New Information allowed

3. Planning Staff Recommendation

Approval with conditions

4. Hearings Officer Decision:

Approval with conditions

ISSUES
(who raised them?)

- a. No issues were raised at the June 21, 1995 public hearing. After the Record was closed on June 21, 1995, two letters (dated June 30, 1995 & July 7, 1995) were received from Attorney Thomas Greif, representing a neighboring property owner's concerns. The property owner had attended the public hearing on June 21, but did not testify orally, nor did he submit written comments at that time. The Hearings Officer rejected both letters due to the record being closed.

Do any of these issues have policy implications? Explain.

No



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

Multnomah County Hearings Officer Decision

Attached please find a copy of the Hearings Officer's decision in the matter of CS 2-95/HV 12-95. A copy of the Hearings Officer's decision is being mailed to those persons entitled to be mailed notice under MCC 11.15.8220(C) and to other persons who have requested the same.

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal requires a completed "Notice of Review" form and a fee of \$300.00 plus a \$3.50 per minute charge not to exceed \$500.00 for a transcript of the initial hearings(s) [ref MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)]. Instructions and forms are available at the County Planning and Development Office located at 2115 SE Morrison Street, Portland, Oregon.

Failure to raise an issue by the close of the record at or following the final hearing (in person or by letter) precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to provide specificity on an issue sufficient for the Board to respond precludes appeal to LUBA on that issue.

To appeal the Hearings Officer decision, a "Notice of Review" form and fee must be submitted to the County Planning Director. For further information call the Multnomah County Planning and Development Division at (503) 248-3043.

Signed by the Hearings Officer	July 17, 1995
Decision mailed to Parties	July 26, 1995
Decision submitted to Board Clerk	July 26, 1995
Last day to appeal decision	4:30 pm, August 7, 1995
Reported to the Board of County Commissioners:	9:30 am, August 10, 1995

**BEFORE THE HEARINGS OFFICER
FOR MULTNOMAH COUNTY, OREGON**

Regarding a request by the City of Portland Bureau)	FINAL ORDER
of Water Works to allow installation of a corrosion)	CS 2-95/HV 12-95
control mechanism to the existing ammoniation)	(Portland Water Works)
facility, as a Community Service Use Request with a)	
Height Variance located at 6704 Cottrell Road, in)	
unincorporated Multnomah County, Oregon.)	

I. HEARING AND RECORD

A public hearing concerning this application was held on June 21, 1995. Betty Crocket, a consultant, and Becky Fowler of the Bureau of Water Works testified on behalf of the applicant. There was no other testimony. The record was closed on June 21. All exhibits submitted and a tape of all testimony received in relation to this matter is on file with the Division of Planning & Development.

The following exhibits were received and entered into the record by the Hearings Officer unless otherwise noted:

- A. Applicant Submitted Information
 - 1. General Application Form (CS 2-95)
 - 2. General Application Form (HV 12-95)
 - 3. Narrative Statements (Original & Addendum)
 - 4. City of Portland Vicinity Map
 - 5. Site Plan (1":40')
 - 6. Site Plan (1":200')
 - 7. Elevations

- B. Agency Responses
 - 1. School District Review
 - 2. Certification of Private On-Site Sewage Disposal
 - 3. Certification of Water Service
 - 4. Police Services Review
 - 5. Fire District Review

- C. Planning Exhibits
 - 1. Zoning Map(s)
 - 2. Staff Report

D. Other

1. June 30, 1995 letter from Attorney Thomas Greif, on behalf of Tom Taylor (received after the record was closed, and, therefore rejected)
2. July 7, 1995 letter from Attorney Greif (received but rejected)

II. FINDINGS

The Hearings Officer adopts and incorporates by reference the findings and conclusions contained in the Staff Report submitted to the Hearings Officer dated June 21, 1995, except to the extent expressly supplemented or modified herein.

A. Consistency with the Character of the Area

The Staff Report on pages 6 and 7 concerning MCC 11.157120(A) is amended as follows:

The "area" involved in this application contains properties located within a 1,000 foot radius of the site. The 1,000 foot area radius was suggested by staff at the hearing. The area includes tax lots 11, 38, 13, 30, 14, 15, 41, 65, 54, 36, 59, 37 S, 100; 101 N, 9S, 32 and 96. The Staff Report on pages 6 and 7 describes the land uses in this "area" and makes findings regarding the consistency of the proposed use with the uses in this "area".

B. Fire District Review

A Fire District Review form was not approved at the time of the writing of the staff report. Since that time, on June 13, 1995, the Fire Department Review form has been approved.

C. Material Received After the Record Closed

On July 3, the County received a letter from Attorney Thomas Greif, representing a neighbor, Mr. Taylor. The letter discusses the concerns of Mr. Greif and Mr. Taylor concerning the proposal. Apparently Mr. Taylor attended the hearing on June 21, but did not testify orally, nor did he submit written comments at that time. Because this letter was received after the record closed on June 21, it is rejected by the Hearings Officer. The Hearings Officer has reviewed the tape of the proceedings on June 21, and is satisfied that Mr. Taylor had ample notice, both written and oral, that prior to the close of the record he had the right to request that the written record be kept open for a period of at least seven days. Since no requests were made, the record closed on June 21 at the conclusion of the hearing.

Based upon the findings above, the Staff Report and the testimony received in relation to this matter, the Hearings Officer concludes that CS 2-95/HV 12-95 should be **approved** because it does or can comply with the applicable criteria.

III. DECISION

The applicant's request for a Community Service Use Permit and a Height Variance for expansion of an existing ammoniation facility in a CFU-CS Zoning district is approved, subject to the following conditions:

1. Obtain Design Review approval of all proposed site improvements including, but not limited to, grading, clearing, landscaping, fencing and exterior building designs. Site work shall not proceed until required Design Review approvals are obtained. Specific design features represented in the CS application shall be reflected in plans submitted for Design Review.
2. Obtain a Grading and Erosion Control Permit for proposed site improvements and alterations to the water lines to install the corrosion control equipment. No on-site grading shall occur until Grading and Erosion control approvals are obtained.
3. Placement of the chemical feed line shall be contained within the existing right of way. Any proposed ground disturbances or removal of vegetation shall be addressed in the Grading and Erosion Control permit.
4. No trees in the east and south buffer areas shall be disturbed by the construction of the addition, the new generator building, or placement of the second CO2 aboveground tank unless approved and mitigated under the Grading and Erosion Control Permit. Mitigation measures shall ensure the adequacy of vegetation screening by requiring for every one tree removed over 8 inches in diameter (DBH) shall be replaced by two evergreen trees, in accordance with the County of Multnomah's Developer's Handbook, Page 76, in the buffer areas, where feasible.
5. Prior to the issuance of a building permit for any of the on-site improvements, a statement shall be recorded with the Division of Records which specifies that the owner and the successors in interest acknowledge the rights of nearby property owners to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices. A copy showing the document has been recorded shall be submitted to the Planning Division for the case file.
6. Approval of this use shall expire two years from the date of the final Board of County Commissioner's decision, if substantial construction or development has not taken place pursuant to MCC .7010 (C).

7. Approval of the minor variance for a height exception of 8 feet, for a 43 ft high maximum chemical storage silo, shall expire 18 months from the date of the final Board of County Commissioner's decision, if substantial construction or development has not take place pursuant to MCC .8505(B).
8. The liquid sodium hydroxide shall be stored in such a manner that prevents any material which may leak from entering the surface water or groundwater.

It is so ordered this 17th day of July, 1995.



Phillip E. Grillo
Hearings Officer
Multnomah County



DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

Staff Report

This Report consists Conditions, Findings of Fact and Conclusions

For the June 21, 1995 Public Hearing

**CS 2-95/HV 12-95 Community Service Use Request
with a Height Variance**

(Corrosion Control Expansion to an existing Water Ammoniation Facility)

Applicant requests that the existing Community Service Use (CS) be modified to allow installation of a corrosion control mechanism to the existing ammoniation facility. The proposed addition to the ammoniation plant located at SE Cottrell Road will facilitate a corrosion control apparatus, which will include a pre-engineered metal building to house the corrosion control chemicals, mixing equipment and delivery dock facilities, a separate, pre-engineered metal building for a back-up generator, additional paving to access the delivery docks, and a second CO2 tank. A Minor Height Variance is requested to permit an attached, chemical storage tower to exceed the maximum height requirement of 35 feet. The tower is proposed to be 43 feet tall.

Location: 6704 SE Cottrell Road

Legal: Tax Lot '30' & '112', Section 22, T. 1 S., R. 4 E., 1993 Assessor's Map

Site Size: 17.98 Acres

Size Requested: Same

Property Owners: City of Portland Bureau of Water Works
1120 SW Fifth Avenue, 97204

Applicant: Same

Comprehensive Plan: Commercial Forest Land

Present Zoning: Commercial Forest Use, Community Service Designation, CFU-CS

Staff Contact Person:
Lisa Estrin

CS 2-95/HV 12-95

**RECOMMENDED
HEARING OFFICER**

DECISION: **Approve, subject to conditions,** the installation of a corrosion control facility at an existing ammoniation facility; and a minor height variance to permit an attached chemical storage tower to exceed the maximum height restriction of the CFU zone based on the following Findings and Conclusions.

Conditions of Approval:

1. Obtain Design Review approval of all proposed site improvements including, but not limited to, grading, clearing, landscaping, fencing and exterior building designs. Site work shall not proceed until required Design Review approvals are obtained. Specific design features represented in the CS application shall be reflected in plans submitted for Design Review.
2. Obtain a Grading and Erosion Control Permit for proposed site improvements and alterations to the water lines to install the corrosion control equipment. No on-site grading shall occur until Grading and Erosion control approvals are obtained.
3. Placement of the chemical feed line shall be contained within the existing right of way. Any proposed ground disturbances or removal of vegetation shall be addressed in the Grading and Erosion Control permit.
4. No trees in the east and south buffer areas shall be disturbed by the construction of the addition, the new generator building, or placement of the second CO2 aboveground tank unless approved and mitigated under the Grading and Erosion Control Permit. Mitigation measures shall ensure the adequacy of vegetation screening by requiring for every one tree removed over 8 inches in diameter (DBH) shall be replaced by two evergreen trees, in accordance with the County of Multnomah's Developer's Handbook, Page 76, in the buffer areas, where feasible.
5. Prior to the issuance of a building permit for any of the on-site improvements, a statement shall be recorded with the Division of Records which specifies that the owner and the successors in interest acknowledge the rights of nearby property owners to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices. A copy showing the document has been recorded shall be submitted to the Planning Division for the case file.
6. Approval of this use shall expire two years from the date of the final Board of County Commissioner's decision, if substantial construction or development has not taken place pursuant to MCC .7010 (C).
7. Approval of the minor variance for a height exception of 8 feet, for a 43 ft high maximum chemical storage silo, shall expire 18 months from the date of the final Board of County Commissioner's decision, if substantial construction or development has not take place pursuant to MCC .8505(B).

Findings of Fact:

Note : quotes from the submitted application are in *italic* type.

1. Project Description:

A. The applicant describes the project as follows :

The City of Portland, Bureau of Water Works is proposing to expand its existing Ammoniation Facility located at 6704 SE Cottrell Road in eastern Multnomah County. The purpose of the expansion is to incorporate municipal water supply corrosion control treatment processes at the site. This project is necessary to comply with the U.S. Environmental Protection Agency Lead and Copper Rule (LCR).

The LCR requires that water purveyors throughout the country determine the impacts of their water supplies on the internal corrosion of customer plumbing systems, in particular the concentrations of lead and copper at consumers' home taps which may be released into the water from copper pipe, lead-soldered joints and faucets/fixtures which may contain lead. After conducting numerous water quality analysis and pilot studies as required by the LCR, the Bureau has determined that the Bull Run supply does not meet the federal requirements for lead and copper concentrations "at the tap". Therefore, the LCR requires that the Bureau implement a corrosion control treatment program for the Bull Run supply to reduce the concentrations of lead and copper in consumers' homes. According to the LCR, the Bureau must implement the chemical treatment program beginning on or before January 1, 1997. The Bull Run supply serves the City of Portland as well as over 250,000 people outside the City limits.

The preferred and least costly method of reducing the corrosivity of the Bull Run water is to increase its pH and/or alkalinity. Common water treatment chemicals will be used to increase the pH/alkalinity including sodium carbonate, sodium hydroxide and carbon dioxide. These chemicals should be added to the water at a location which is easily accessible to the three main pipelines which convey the water to Portland. The chemicals must also be added far enough downstream of the Bull Run Headworks to ensure adequate disinfection with chlorine prior to pH/alkalinity adjustment. Disinfection of the Bull Run water is improved at lower pH values, hence it is preferable to increase the water's pH after sufficient chlorine contact time.

The preferred location to store and feed the pH/alkalinity adjustment chemicals is at Lusted Hill adjacent to the existing Ammoniation Facility. In 1991/1992, the Bureau constructed the Lusted Hill Ammoniation Facility on City-owned property near the intersection of Lusted Road and Cottrell Road in east Multnomah County. The point of ammonia addition to Bull Run water (to form chlo-

ramines which have been used as a disinfectant for over 70 years) was changed at that time from the Headworks to Lusted Hill to meet more-stringent federal disinfection requirements for drinking water. The Bureau received a Conditional Use permit from Multnomah County to construct and operate the Ammoniation Facility, and to install ammonia addition vaults to the main water supply conduits.

This proposed application for the corrosion control facility is classified by Multnomah County as a use within the category of "Water intake facility, related treatment facility, pumping station, and distribution line" under the Community Services Use designation (MCC 1 1.15.2050 C). The site is zoned as Commercial Forest Use (CFU).

DESCRIPTION OF PROPOSAL

The project will include the following alterations to the existing facility site:

- Addition of an approximate 3,000 square foot pre-engineered metal building which would house soda ash silo, caustic soda tanks, an expanded control room and fuel tank. The soda ash silos would be 43 feet in height and would extend through the top of the structure. The caustic soda tanks are about 10' in height and would be totally enclosed within the structure.*
- Addition of an outside, stand-alone CO2 tank, approximately 60 long x 10 wide feet.*
- Addition of chemical feed lines to the Water Bureau's off-site conduits. The lines would be approximately 1" to 4" in size and would be placed within the Bureau's existing right-of-way for the conduits. The lines would cross Lusted Road in the same approximate location as the existing ammonia solution lines.*
- Addition of two concrete metering vaults located along the main conduits. One vault would be approximately 7 feet deep, 8-10 feet long, and 6-8 feet wide. The other would be a dual conduit vault with dimensions approximately twice as large as the first. In addition to housing flow meters, these vaults may also be used for chemical solution injection.*
- Addition of an off-site pH analyzer- facility approximately 10 x 10 in size located approximately .75 miles northeast from the proposed corrosion control facility (off of Hosner Rd.). This accessory structure is addressed through a separate application.*

B. Staff Comment:

- (1) It is expected that there would be one employee on the site for four to six hours a day during the time span of 8:00 a.m. to 4:30 p.m., Monday through Friday.

- (2) The proposed 3,000 square foot building will be approximately 20 feet high along the lower ridge line and 43 feet at the highest point on the soda ash silo. A minor height variance will be necessary to permit the attached silo. The proposed structure is similar in scale to many of the agricultural buildings in the vicinity, but does not fall within the type of accessory farm structures permitted to exceed the 35 feet height limit within the CFU district.
- (3) A proposed detached 740 square feet emergency generator building adjacent north of the the proposed corrosion control building.
- (4) The proposed building improvements and additional paved access will be located on the westerly portion of the acreage and occupy approximately 16 percent of the total property.

2. Site and Vicinity Information:

- A. The 17.98 acre site is located on the southeast corner of the intersection of SE Lusted Road and SE Cottrell Road. All of the proposed development would be located near and be accessed from SE Cottrell Road (Exhibit A-6). There is an existing paved driveway 170 feet north of the south property line that serve the existing and proposed facilities. Fifty nine feet back from SE Cottrell Road adjacent to the driveway is an existing above ground surge tank fifteen feet in height. The area surrounding the existing facilities, surge tank and proposed expansion area is in mowed lawn. The remaining portion of the site is heavily wooded with tall evergreen trees. The Bull Run Water Conduit No. 3 crosses the site underground from the northeast corner of the property to the southwest adjacent to the proposed development.
- B. The subject property and properties to the northeast and east are large, forested, lots zoned Commercial Forest Use (Exhibit C-1). Approximately nine lots exist within 1000 feet subject site in the CFU zone. Four of these CFU lots contain dwellings. Land northwest of the site is zoned Exclusive Farm Use and contain large lots in cultivation. Four lots, three of which contain dwellings exist within 1000 feet subject site in the EFU zone. South and west of the Water Bureau parcel, the zoning is Multiple Use Agriculture-20, which is an "exception" zone to the State Agricultural goal. Twenty-five lots exist within a 1000 feet of the subject site in the MUA-20 zone. The lots of record ranging in size from one to 12 acres with existing homes on 22 of the lots. The closest dwelling is approximately 240 feet away and is located directly across from the Water Bureau driveway on SE Cottrell Road. Adjacent to the subject site on the south is a 12 acre tree farm.

3. Community Service Zoning Code (MCC 11.15) Considerations:

- A. Conditional uses allowed in the CFU District are specified in MCC 11.15.2050. Subsection (C) specifies "Community Service Uses pursuant to the provisions of MCC .2053, .2074, .7005 through .7015, and .7035 through .7072." "Water intake facility, related treatment facility, pumping station and distribution line" are listed

as a community service use per MCC 11.15.2050(C)(5). MCC .7020(A)(12) identifies a "Power Substation or other public utility building or use" as a CS Use; approval criteria are specified in MCC .7015.

- B. The property on which this facility is proposed currently has a Community Service approval. The "CS" zone was placed on the map in 1962 when the City of Portland Water Bureau installed an above-ground tank and pump vault related to one of the Bull Run Water pipelines which runs through this property.
- C. MCC .7015 lists the Community Service Approval Criteria. The approval authority must find that the proposal:
 - (1) Is consistent with the character of the area;
 - (2) Will not adversely affect natural resources;
 - (3) Will not conflict with farm or forest uses in the area;
 - (4) Will not require public services other than those existing or programmed for the area;
 - (5) Will be located outside a big game winter habitat area as defined by the Oregon Department of Fish and Wildlife or that agency has certified that the impacts will be acceptable;
 - (6) Will not create hazardous conditions;
 - (7) Will satisfy the applicable policies of the Comprehensive Plan; and
 - (8) Will satisfy such other applicable Approval Criteria, as are stated in this Section.

4. Compliance With Ordinance Criteria:

Note : quotes from the submitted application are in *italic* type.

MCC 11.15.7015(A): **Consistent with the character of the area;**

The general area around the site is characterized by a mix of rural residential and commercial farm (nursery) uses. Immediately adjacent to the site on the north is a forested steep slope that transcends down to Lusted Road just above the Sandy River. Vegetation in this area consists primarily of native mature fir trees approximately 100' in height with a relatively thick deciduous underbrush. The existing facility cannot be seen from Lusted Road to the North.

A Christmas Tree farm is located to the south of the site. A buffer of approximately 150 - 200 feet exists between the site and the Christmas Tree farm. The buffer area

includes 100' mature fir trees, a drainage and a thick stand of mature deciduous trees.

A dwelling is located immediately west of the site across Cottrell Road which includes a barn, farm machine shop, and horse pasture. The barn is positioned on top of a gradual hill which results in a position of height which would be approximately equal to the height of the proposed soda ash silos. The site currently includes a buffer of mature 100' high fir trees on the west which partially separates the view of the site from the adjacent dwelling.

The area east of the proposed use is densely forested with no rural residential or farm activities within near view of the site.

The proposed expansion is not expected to have an impact on the existing character of the area. The site is heavily buffered from surrounding uses. Further, the proposed structures are consistent with the type of farm structures that are found throughout the general area. The height of the proposed silos is not expected to be any greater than the overall elevated height of the adjacent barn. Also, the silos will, for the most part, be obstructed from surrounding views by the mature fir trees.

Construction of the new metering vaults along the main conduits will take place within the existing corridor that was cleared for placement of the ammonia solution feed pipe-line and vaults. No additional disturbance beyond the existing corridor is anticipated.

Staff Comment: Staff concurs that the scale of the building is in character with agricultural buildings in the vicinity and also can be screened adequately by the existing large trees on the site. The proposed modifications to the existing facility will not change the overall existing character of the site due to the compactness of the development site.

MCC 11.15.7015(B): Will not adversely affect natural resources;

The existing natural resources at the site include mature fir trees, ferns, blackberry bushes and a diverse mix of deciduous native bushes and trees. Some of the vegetation will need to be removed to allow for site development. However, the buffer areas to the east and south are not expected to be disturbed. The placement of the chemical feed lines will require some ground disturbance however, the right-of-way is already relatively clear due to the placement of the ammonia solution lines in 1991. Construction measures will include adherence to erosion control techniques to insure soil stability on the slope where the lines will be placed. The site for construction of the structure is flat, thus no erosion difficulties are expected. In view of these considerations, the proposed use is not expected to have an adverse impact on natural resources.

Staff Comments: Condition #1 requires Design Review and a Grading and Erosion

Control Permit to ensure limited ground disturbance and adherence to erosion control techniques. Based upon the County's Goal 5 inventory of significant resources, no Goal 5 resources exist on the subject site, hence forth, the proposed expansion will not impact Goal 5 resources.

MCC 11.15.7015(C): Will not conflict with farm or forest uses in the area;

No disruption of farm or forest activities or uses can be identified in regards to the proposed use. The facility expansion will take place on the existing site and be incorporated into the existing facility functions. This will enable the Water Bureau to utilize a minimum area of the site thereby maintaining a maximum buffer for the adjacent farm and residential uses. No off-site impacts can be identified that would result from the facility expansion

Staff Comments: Condition # 3 will require the proposed building construction and pipeline modification not to encroach into the area of existing mature fir trees without adequate mitigation measures. The pipeline modifications will be kept within the already disturbed areas of the site. In addition, the City of Portland is conditioned (#5) to record 'A Right to Farm or Forest Practice' statement prior to issuance of a building permit.

MCC 11.15.7015(D): Will not require public services other than those existing or programmed;

The existing facility utilizes electric services from PGE; sanitation through on-site disposal; drinking water from Pleasant Home Water District; and phone service through GTE. The existing public services will be sufficient for the expanded use of the facility. Therefore, the proposed use will not require public services other than those already existing for the area.

Staff Comments: Staff concurs that the public services in the area are adequate to serve the proposed addition (Exhibit B-1, B-2, B-3, B-4). The applicant had not submitted a Fire District Review form and will have it by time of the public hearing.

MCC 11.15.7015(E): Big game winter habitat area;

The facility site is not located in an area identified by the Oregon Department of Fish and Wildlife as big game winter habitat.

Staff Comments: Multnomah County Comprehensive Framework Maps Inventory of Big Game Winter Habitat areas do not identify the subject site as having habitat value.

MCC 11.15.7015(F): Will not create hazardous conditions;

The Bureau desires to alter the existing use at Lusted Hill by adding facilities to store and feed the three corrosion treatment chemicals (sodium carbonate, sodium hydroxide and carbon dioxide). Each of these chemicals is briefly discussed in

terms of its delivery, storage and handling requirements.

Sodium Carbonate

Sodium carbonate, also known as soda ash, has the chemical formula Na_2CO_3 and would be delivered and stored as a dry product in a granular or powder form. Sodium carbonate is very similar chemically to sodium bicarbonate, also known as baking soda. The dry soda ash would be delivered in bulk tanker trucks and off-loaded into on-site storage silos. The silos would then deliver the soda ash to dry chemical feeders, which would dissolve the powder into water and then inject the solution into the pipelines.

Sodium Hydroxide

Sodium hydroxide, also known as caustic soda, has the chemical formula NaOH and would be delivered and stored as a 50% (by weight) solution. The liquid sodium hydroxide would be delivered in bulk tanker trucks and off-loaded into on-site chemical storage tanks, similar to how the liquid ammonia solution is currently delivered and stored at the site. The liquid solution would then be pumped from the storage tanks into the pipelines.

Carbon Dioxide

Carbon dioxide has the chemical formula CO_2 and would be delivered and stored as a liquefied gas under approximately 300 psi pressure. Carbon dioxide is commonly used in the beverage industry to carbonate liquids including soft drinks and beer. The liquefied gas would be delivered in bulk tanker trucks and off-loaded into a pressurized tanks. In order to reduce the storage volume requirements, the carbon dioxide must be stored at a minimum of 300 psi and 0 degrees Fahrenheit to keep the chemical as a liquid. The liquid under pressure is then converted into a gas which can be accurately metered and then added into the pipelines.

Each of these chemicals must be delivered, stored and handled in prescribed manners to avoid hazardous conditions, both to the workers and to the general public as well as to the environment. There are numerous codes in effect which apply to these chemicals that must be adhered with to comply with local, state and federal requirements. These requirements apply to the delivery of the chemicals, and response plans in case of accidental spills, as well as to their on-site storage and usage. The liquid sodium hydroxide must be stored in such a manner that prevents any material which may leak from entering the surface water or groundwater. The carbon dioxide storage vessel must meet all applicable codes for high-pressure containers. The carbon dioxide itself is not considered a hazardous chemical except in confined spaces where it may displace oxygen. The dry soda ash is not considered to be a hazardous chemical when handled properly.

Staff Comments: Adequate licensing and handling procedures through local, state and Federal agencies will help to mitigate possible hazardous conditions that the storage

and use of these chemicals will create. Multnomah County Fire District #10 was notified by the applicant by mail in March, 1995. No response was returned to the applicant at the time of the filing for the CS and HV in May, 1995. The applicant was notified that Fire District approval was necessary and has agreed to obtain the approval by the date of the hearing and submit it into the record.

MCC 11.15.7015(F):. Will satisfy the applicable policies of the Comprehensive Plan

Comprehensive Plan Policies

A. Comprehensive Framework Plan (CFP) Policy 11: COMMERCIAL FOREST LAND.

It is Multnomah County's policy to allow forest management with related and compatible uses, but to restrict incompatible uses from the commercial forest land area, recognizing that the intent is to preserve forest lands from inappropriate and incompatible development.

The purpose of the Commercial Forest Land Area Classification is to conserve forest lands by maintaining the forest base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use of forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture .

Further, the County's policy is to allow forest management with related and compatible uses, but to restrict incompatible uses from the commercial forest land area, recognizing that the intent is to preserve forest lands from inappropriate and incompatible development.

The proposed use will be contained within the boundaries of an existing non-forest use (existing ammoniation facility). Generally, the area surrounding the site is not managed for commercial forest products. It is predominantly nursery stock. The proposed use will not present incompatible activities to a forest use within the area as the development will be contained within the existing site and pipe-line corridor; and surrounding uses are agricultural in nature. It should be noted that a Christmas tree farm is located immediately to the south of the site. The existing 150' wide mature fir tree buffer located at the south end of the site will be maintained to ensure that no incompatible activities present themselves over time. Multnomah County approved the existing use on the site (CS 3-91, #715) in May, 1991. At that time, the Community Service Use(ammoniation facility) was found to be consistent with Policy 12 (Multiple Use Forest Area), which had a similar stated purpose as the recently adopted CFU Designation. Its stated purpose was to conserve those lands suitable to the production of wood fiber by virtue of their physical properties and lack of intensive development, and for which other uses were allowed where the lands are suitable and the use does not impact existing

forestry or agricultural uses. The proposed expansion of the ammoniation facility to incorporate corrosion control treatment processes is not expected to present any additional impacts to forestry uses within the area.

Staff Comments: the existing ammoniation plant is located at the boundary of the CFU, EFU and MUA-20 zoning districts. The proposed addition will not increase the cost of farm or forest practices within the area because the type of use proposed is compatible and would not be affected.

B. CFP Policy 13: AIR, WATER AND NOISE QUALITY

It is Multnomah County's policy to: C. Maintain healthful air quality levels in the regional airshed; to maintain healthful ground and surface water resources; and to prevent or reduce excessive sound levels while balancing social and economic needs.

The proposed project is not expected to impact any of these areas of potential concern. The project will enhance water quality for the City of Portland and the many other communities who receive water from the City's system, by providing corrosion control additions to the water source consistent with the EPA LCR.

The installation and routine operation of the proposed expansion is not expected to negatively impact air quality. However, the expanded operations will result in additional delivery truck traffic. It is expected that chemical deliveries will increase to a maximum of 1 truck per day, 5 days per week during the summer. This is an increase from existing deliveries of about 2-3 per week. Deliveries are made by a semi-truck. This increase in truck traffic will have a negligible impact on air and noise quality in the area.

The proposed Corrosion Control Facility will store three chemicals and feed them into the water supply, as described previously, including: sodium hydroxide carbon dioxide sodium carbonate. The storage of these chemicals will meet all applicable UBC and UFC requirements. As such, releases of potentially hazardous chemicals are not allowed. In any event, none of these chemicals are considered hazardous with respect to air emissions. Sodium hydroxide is a liquid chemical which does not emit hazardous fumes. Carbon dioxide is a gas which is not hazardous to emit to the environment in case of an accidental release. Sodium carbonate is a dry powder. A dust collection system will be included to eliminate potential discharges of chemical dust to the environment.

The proposed expansion is not expected to adversely impact ground or surface water quality in the area. Construction methods will be utilized which minimize surface erosion into bodies of water. The facility will not produce or discharge materials that could harm the groundwater. The chemical storage tanks all have containment areas around them to contain any potential leaks.

The County acknowledged compliance with Policy 13 for the existing ammoniation facility by approving the Community Service Use proposed in 1991 (CS 3-91, #715)

Staff Comments: Staff concurs with the negligible impacts to air, water and noise quality.

C. CFP Policy 14: DEVELOPMENT LIMITATIONS

The County's policy is to direct development and land form alterations away from areas with development limitations except upon showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics: slopes exceeding 20%, severe soil erosion potential, land within the 100 year flood plain, high seasonal water table within 24 inches of the surface for 3 or more weeks of the year, a fragipan less than 30 inches from the surface, or land subject to slumping, earth slides or movement.

None of these characteristics apply to the proposed project site. Some soil erosion may occur where the small chemical feed pipes will be buried on the slope down Lusted Hill to the Valley floor. Design and construction techniques will be utilized to maximize soil stability along the piping route. Construction of feed lines associated with the ammoniation facility, located in the same area that the new lines would be installed, did not create erosion problems.

Staff Comment: Condition #2 requires Grading and Erosion Control permit prior to the commencement of any proposed grading, clearing, or fill associated with the project. This review incorporates and implements the County's development limitations policy.

D. CFP Policy 16: NATURAL RESOURCES

The County's policy is to protect natural resources, conserve open space, and to protect scenic and historic areas and sites.

The proposed expansion project is not located within an area designated as a Significant Environmental Concern in the County's Comprehensive Plan. Further, as mentioned above, the site is not used as big game habitat. Reconnaissance of the entire site did not result in the identification of any specific natural resource that may be of significant concern. However, it should be noted that to the extent possible, the expansion areas are designed to minimize impacts to existing native vegetation on the property.

Staff Comment: There are no inventoried significant Statewide Planning Goal 5 resources on the property.

E. CFP Policy 31: COMMUNITY FACILITIES AND USES

It is Multnomah County's policy to: G. Support the location of community facilities on existing transportation systems with volume capacities and modal mix splits available

and appropriate to serve present and future scales of operation. Vehicular access standards for truck traffic serving community service foundation type uses will not be routed through local neighborhood streets.

The proposed expansion is expected to have a minimal impact on traffic' volumes in the area. Current facility operations include about 1 semi-truck for chemical deliveries per week. Other miscellaneous vehicular traffic includes 3-4 trips per day maximum for the facility operator(s). Usually, only one person is on site during the work day. The expansion is expected to increase semi-truck deliveries to approximately 1 per day, 5 days per week. Other miscellaneous traffic may increase to 5-6 trips per day for facility operators at the time the facility is fully operating.

Policy 31, Subsection G prescribes different access standards for Community Service uses, depending on the scale of the facility. County staff have identified the proposed use as a "community service foundation" for the purpose of analyzing traffic impact. The vehicular access standard for a community service foundation is "truck traffic' will not be routed through local neighborhood streets.

Existing access to the facility is from Lusted Hill Road to Cottrell Road. Entrance to the site is located approximately 200 feet from the intersection of Lusted Road and Cottrell Road. The actual distance traveled on Cottrell is very minimal. Lusted Road is classified on the Functional Classification Of Trafficways map as a Rural Collector whereas Cottrell Road is not specifically classified, and therefore is assumed to be a Local Neighborhood Street according to Multnomah County staff.

The proposed expansion is consistent with Policy 31 in regards to the utilization of Lusted Road for traffic access. A strict interpretation of the policy in regards to traffic on Cottrell Road would effectively prohibit the use. However, Multnomah County has adopted Land Use Locational Policies with respect to Policies #24-31 which discuss how the policies are to be applied for a proposed use. The Land Use Locational Policies document specifically states "it is intended that these locational criteria be construed in a flexible manner, in the interest of accommodating proposals which, though not strictly in conformance with the applicable criteria, are found to be in the public interest and capable of harmonious integration into the community.

The proposed use is believed to meet the overall objectives of Policy 31. The use of the site for a Community Service Facility has already been approved by Multnomah County (CS 3-91, #715). The expansion will not alter the type of use at the site, it will however minimally increase traffic on Cottrell Road. The extent of impact to Cottrell Road is believed to be minimal because the site is located only about 200' from the intersection of Lusted Road. Therefore, the extent of potential neighborhood impact is one dwelling, which is located within this stretch of Cottrell Road. This Impact needs to be balanced with the public interest that will result from the expansion project (Land Use Location Policies). The public interest in this case is insured safe water for the City of Portland, and the many communities that use the

City's water supply, in compliance with the EPA LCR as described above.

Staff Comments: Access to the site from Cottrell Road was permitted under CS 3-91 as a existing condition. Prior to the approval of the ammoniation facility in 1991, the site had been used by the City for an aboveground tank and pump-vault for the Bull Run pipeline since 1962. Original access to the site was granted off of Cottrell Road at that time. Per Policy 31 of the Comprehensive Plan, 'Community Service Foundation' uses are not to be routed through local neighborhood streets. Trucks coming to the site travel a maximum of 200 feet on Cottrell Road. Trucks do not enter or take access through the 'Local Neighborhood' streets except for on the perimeter of the neighborhood, as stated above and does not impact the overall neighborhood.

F. CFP Policy 37: UTILITIES

It is Multnomah County's policy to require a finding that a land use requiring a quasi-judicial action be capable of providing adequate and suitable water and disposal system and on-site drainage of run-off as to not effect the quality of nearby streams, ponds lakes or alter the drainage on adjoining lands.

The existing facility (ammoniation plant) is; connected to a DEQ approved on-site septic system. Potable water is currently received from the local private water system (Pleasant Home Water District) from a 6" water main in Cottrell Road. Drainage is currently managed on-site. No run-off which could adversely affect adjacent water bodies has been identified with the current facility construction and/or operations. Adequate energy is available for the use and is supplied by PGE.

The proposed expansion is not expected to create any need for alterations in the way that sewage, stormwater, water, and energy are managed at the site. Construction activities will include close consideration of erosion and drainage control to ensure that potential off-site impacts are minimal. The existing utility service uses (water and electricity) will be expanded to accommodate the proposed facility expansion. Further, the capacity of the on-site septic system is sufficient to serve the proposed expansion.

Staff Comments: Staff concurs that the Utilities in the area are adequate to serve the proposed addition (Exhibit B-2 & B-3).

G. CFP Policy 38: FACILITIES (Schools, Fire Protection and Police)

It is Multnomah County's policy to ensure that adequate community facilities such as fire and police protection are available before approving a quasi-judicial action.

The proposed expansion is not a new development. A facility, including chemical feed pipe-lines with vaults (ammonia solution), already exists at the site. Expansion of the existing facility is not expected to have any affect on public facilities. The site is served by Gresham School District #4, Multnomah Fire District #10

and the Multnomah County Sheriff's Office.

Staff Comments: The School District and Police Department did not provide any conditions or comment regarding the proposed expansion of the ammoniation facility. Multnomah County Fire District #10 has not responded to a letter and form sent to them in March, 1995. The applicant will gain comment and approval by the date of the hearing and submit the form into the record.

H. CFP Policy 40: DEVELOPMENT REQUIREMENTS

It is Multnomah County's policy to encourage a connected park and recreation system and to provide for small private recreation areas where appropriate.

The project site is not located in an area that is used for pedestrian and bicycle path connections to parks, recreation areas and community facilities. Cottrell Road is not a through route to recreational facilities. It is predominantly used for agricultural purposes. This area is not designated on the Bicycle Corridor Capital Improvements Program and Map. Therefore, provisions for dedication of pedestrian and bicycle paths are not included in the proposed expansion.

The site is currently landscaped in accordance with the site design requirements of the MCC 11.15. The expansion will include further landscaping consistent with existing site conditions. It is not anticipated that benches will be provided because the site is not in an area that attracts public use either by pedestrian or bicycle enthusiasts.

The proposal does not include specific provisions for bicycle parking. This general area is not a designated route for bicycle use. However, there will be adequate space at the facility for bicycle parking if in the rare event a bicycle rider stops by. The facility in general currently gets very little vehicular traffic. This is not expected to change with the expanded use of the facility.

Staff Comments: Condition #1 requires Design Review of all proposed construction and will incorporate, if necessary, any bicycle parking and landscaping requirements required in MCC 11.15

MCC .1511.15.7015(H): Will satisfy such other applicable approval criteria as are stated in this Section.

MCC 11.15.2053 Use Compatibility Standards

Specified uses of MCC 11.15.2050 (C) and (D) and .15.2056 may be allowed upon a finding that:

(A) The use will:

- (1) Not force a significant change in, or significantly increase the cost of, accepted forestry or farming practices on surrounding forest or agricultural

lands;

- (2) Not significantly increase fire hazard, or significantly increase fire suppression costs, or significantly increase risks to fire suppression personnel; and

(B) A statement has been recorded with the Division of Records that the owner and the successors in interest acknowledge the rights of owners of nearby property to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices.

Compliance with Compatibility Standards

Note: quotes from the submitted application are in italic type

MCC 11.15.2053 Use Compatibility Standards

Specified uses of MCC 11.15.2050 (C) and (D) and .15.2056 may be allowed upon a finding that:

(A) The use will:

- (1) Not force a significant change in, or significantly increase the cost of, accepted forestry or farming practices on surrounding forest or agricultural lands;
- (2) Not significantly increase fire hazard, or significantly increase fire suppression costs, or significantly increase risks to fire suppression personnel; and

The proposed expansion of the ammoniation facility to include treatment processes for corrosion control will not change or increase the cost of forestry or farming practices on surrounding lands. There are grazing and nursery agricultural activities located adjacent to the site. These adjacent uses have not been impacted by the existing facility. A mature vegetative buffer exists around the site which results in the facility operations being almost totally obscure to adjacent uses. The proposed expansion will be contained within the boundaries of the existing site and pipe-line corridor; and to the extent feasible, the mature vegetative buffer will be maintained. The new corrosion control structure will be located to the east of the existing structure. This area does not abut any adjacent farm or forest uses.

The proposed expansion is not expect to increase tire hazard or significantly increase fire suppression costs or risks to fire suppression personnel. The structure that is proposed will be comprised of mostly non-combustible materials. The corrosion control chemicals are not flammable, therefore they will not pose an increased risk.to fire suppression personnel.

Staff Comments: Staff concurs.

- (B) A statement has been recorded with the Division of Records that the owner and the successors in interest acknowledge the rights of owners of nearby property to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices.

A statement will be recorded with the Division of Records which specifies that the owner and the successors in interest acknowledge the rights of nearby property owners to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices.

Staff Comments: Condition #5 requires that the statement be recorded and a copy be given to staff for the case file prior to issuance of a building permit.

MCC 11.15.2074 Development Standards for Dwellings and Structures

Except as provided for the replacement or restoration of dwellings under MCC .2048(E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993 shall comply with the following:

(A) The dwelling or structure shall be located such that:

- (1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);
- (2) Forest operations and accepted farming practices will not be curtailed or impeded;
- (3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;
- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and
- (5) The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:
 - (a) Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;
 - (b) Maintenance of a primary and a secondary fire safety zone.
 - (i) A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure. Trees within this safety zone shall be spaced with greater than 15 feet between

the crowns. The trees shall also be pruned to remove low branches within 8 feet of the ground as the maturity of the tree and accepted silviculture practices may allow. All other vegetation should be kept less than 2 feet in height.

- (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:

Percent Slope	Distance In Feet
Less than 10	Not required
Less than 20	50
Less than 25	75
Less than 40	100

- (iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the spread of fire up into the crowns of the larger trees. Assistance with planning forestry practices which meet these objectives may be obtained from the State of Oregon Department of Forestry or the local Rural Fire Protection District.

- (iv) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and

(c) The building site must have a slope less than 40 percent.

(B) The dwelling shall:

- (1) Comply with the standards of the Uniform Building Code or as prescribed in ORS 446.002 through 446.200 relating to mobile homes;
- (2) Be attached to a foundation for which a building permit has been obtained; and
- (3) Have a minimum floor area of 600 square feet.

(C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class II

stream as defined in the Forest Practices Rules. If the water supply is unavailable from public sources, or sources located entirely on the property, the applicant shall provide evidence that a legal easement has been obtained permitting domestic water lines to cross the properties of affected owners.

(D) A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:

- (1) Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written verification of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges or culverts;
- (2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;
- (3) Provide minimum curve radii of 48 feet or greater;
- (4) Provide an unobstructed vertical clearance of at least 13 feet 6 inches;
- (5) Provide grades not exceeding 8 percent, with a maximum of 12 percent on short segments, except as provided below:
 - (a) Rural Fire Protection District No. 14 requires approval from the Fire Chief for grades exceeding 6 percent;
 - (b) The maximum grade may be exceeded upon written approval from the fire protection service provider having responsibility;
- (6) Provide a turnaround with a radius of 48 feet or greater at the end of any access exceeding 150 feet in length;
- (7) Provide for the safe and convenient passage of vehicles by the placement of:
 - (a) Additional turnarounds at a maximum spacing of 500 feet along a private road; or
 - (b) Turnouts measuring 20 feet by 40 feet along a driveway in excess of 200 feet in length at a maximum spacing of 1/2 the driveway length or 400 feet whichever is less.

Compliance with Development Standards

Note: quotes from the submitted application are in italic type

MCC 11.15.2074 Development Standards for Dwellings and Structures

Except as provided for the replacement or restoration of dwellings under MCC .2048(E) and .2049 (B), all dwellings and structures located in the CFU district after January 7, 1993 shall comply with the following:

(A) The dwelling or structure shall be located such that:

- (1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);

The proposed corrosion control facility structure will be located to the east of the existing structure. Adjacent agricultural activities are located to the west and to the south of the property. Therefore, the proposed placement of the new structure poses the least potential impact to nearby agricultural lands. The site plan identifies that the placement of the structure meets the minimum yard and setback requirements.

The metering vaults will be located along the existing main water supply conduits within the existing pipe-line corridor. No impacts are anticipated from construction and operation of the lines and vaults.

Staff Comments: Staff concurs.

- (2) Forest operations and accepted farming practices will not be curtailed or impeded;

The structure will be contained within the existing facility site and pipeline corridor. Existing operations have not curtailed or impeded forest operations or farming practices. Therefore there is no evidence which suggests that expansion of the use will curtail or impede farm or forest operations.

Staff Comments: Staff concurs. In addition, the City of Portland has agreed to record 'A Right to Farm and Forest Practice' statement prior to issuance of a Building Permit for the proposed construction.

- (3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;

The proposed expansion will take place within the existing site and pipe-line corridor. The site is not used for forestry activities. It is used by the Portland Water Bureau as a facility necessary for continued management of the City of Portland's municipal water supply. It is expected that some vegetation, including fir trees, will need to be removed on the eastern portion of the site to allow the new structure to be built and accessed. Removal of vegetation will be the minimal amount necessary to accommodate the proposed expansion.

Staff Comments: Condition #4 will minimize the amount of vegetation that can be removed from any buffer area. The removal of douglas fir trees will need to be mitigated by replacement or other conservation methods and the amount of area used for the proposal will be minimized.

- (4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and

The access road into the facility will not change from that which currently exists. A service corridor will be constructed around the proposed structure to allow efficient ingress and egress of chemical delivery trucks. The extended service corridor will not be greater than 500 feet (refer to detailed site plan).

Staff Comments: Staff concurs.

- (5) The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:

- (a) Access for a pumping fire truck to within 15 feet of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;

The site does not include a perennial water source, however, fire truck access to the site is provided via the existing and new access which has been constructed consistent with fire safety standards.

- (b) Maintenance of a primary and a secondary fire safety zone.

- (i) A primary fire safety zone is a fire break extending a minimum of 30 feet in all directions around a dwelling or structure. Trees within this safety zone shall be spaced with greater than 15 feet between the crowns. The trees shall also be pruned to remove low branches within 8 feet of the ground as the maturity of the tree and accepted silviculture practices may allow. All other vegetation should be kept less than 2 feet in height.

- (ii) On lands with 10 percent or greater slope the primary fire safety zone shall be extended down the slope from a dwelling or structure as follows:

Percent Slope	Distance
	In Feet
Less than 10	Not required

Less than 20	50
Less than 25	75
Less than 40	100

(iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the spread of fire up into the crowns of the larger trees. Assistance with planning forestry practices which meet these objectives may be obtained from the State of Oregon Department of Forestry or the local Rural Fire Protection District.

(iv) No requirement in (i), (ii), or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and

A primary safety zone extending a minimum of 30 feet in all directions of the structure exists via the service corridor (refer to site plan). A secondary fire safety zone extending a minimum of 100 feet in all directions around the primary safety zone will be established through vegetation pruning and thinning so that fire will not spread between the crowns of trees or through brush growing underneath larger trees. Fire protection on the site will be conducted in accordance with objectives of the State of Oregon Department of Forestry and the local Rural Fire Protection District.

The feed line for addition of corrosion control chemicals will travel down a slope at the northeastern portion of the site. The pipeline corridor will contain a fire safety zone greater than 50 feet (for slopes less than 20 percent). However, the pipeline is not considered a structure.

(c) The building site must have a slope less than 40 percent.

The building site must have a slope less than 40 percent. The building site has a slope of less than 40 percent, therefore the proposal meets this provision of the MCC

Staff Comments: The applicant states that they will comply with the needed fire safety zones, access and fire safety standards. The soil types on the property as shown in the 'Soil Survey of Multnomah County' by the *United States Department of Agriculture* indicates that the slopes range from 0-15 on most of the subject site. In the area of proposed construction, slopes range from 0-8 percent based on the Merston silt loam delineated for that area.

MCC .15.2074(B) through (D) apply only to residential structures..

5. COMPLIANCE WITH VARIANCE CRITERIA (3) AND (4):

The Bureau of Water Works is requesting a minor height variance in order to permit a portion of the building addition to exceed the 35 feet maximum structure height for non-farm structures in the Commercial Forest Zone. An attached, 43 feet high, chemical storage silo is proposed on the south-east section of the building in order to facilitate the corrosion control mechanism. The applicant is requesting approximately a 23% increase to the proposed silo. A minor variance is one that is within 25 percent of an applicable dimensional requirement and which may be approved provided written findings show compliance with the applicable variance criteria. A minor variance must satisfy criteria MCC 11.15.8505(3) & (4).

Note : quotes from the submitted application are in *italic type*

MCC 11.15.8505(a)(3): The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.

CRITERIA (3) The proposed structure height of 43 feet will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

The general area around the site is characterized by a mix of rural residential and commercial farm (Nursery) uses. Immediately adjacent to the site on the northeast is a forested steep slope that transcends down to Lusted Road just above the Sandy River. Vegetation in this area consists primarily of native mature fir trees approximately 100 feet in height with a relatively thick deciduous underbrush. The existing facility cannot be seen from Lusted Road to the north.

A dwelling is located immediately west of the site across Cottrell Road which includes a barn, farm machine shop, and horse pasture. The barn is positioned on top of a gradual hill which because of the topography, results in a position of height which would be greater than the height of the proposed soda ash silos. The site currently includes a buffer of mature 100 foot fir trees on the west which partially separates the view of the site from the adjacent dwelling.

The area east of the site is densely forested with no rural residential or farm activities within view of the site. The area south of the site is a Christmas Tree farm. The southern edge of the property is buffered with 100 foot fir trees, a drainage and a thick stand of mature deciduous trees.

The proposed enclosed silos are not expected to have an impact on the vicinity or on adjoining properties. The site is heavily buffered from surrounding uses. Fur-

ther, the proposed structures are consistent with the type of farm structures that are found throughout the general area. In addition to the tall barn to the west of the site, there are about a half-dozen tall agricultural buildings, including silos, within an approximate 2 mile radius of the site. Most of these existing structures are not buffered and are equal to or exceed the proposed height of the enclosed soda ash silos.

Based on the site conditions (heavily buffered), the proposed enclosed silos will not be easily seen by the public and therefore, will not be materially detrimental to the public welfare. Further, property in the vicinity will not be injured because the proposed silos will actually be less obstructive than existing agricultural structures in the area. Development of adjoining properties will not be adversely affected as the adjacent land use designations provide for ongoing agricultural and forestry activities which are compatible with the proposed use and structure height.

Staff Comments: staff concurs.

MCC 11.15.8505(A)(4): The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zoning

CRITERIA (4): Granting a variance for the proposed enclosed soda ash silos will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.

The Comprehensive Plan provides for a balance of policies to ensure the health and welfare of the general public. The corrosion control facility is being developed in response to the EPA Lead and Copper Rule to insure that the general public is not exposed to unsafe levels of these chemicals which can find their way into drinking water through the corrosion of pipes, fixtures, etc.. The proposed facility will be ensuring safety to the region's water supply. Although the City of Portland is the primary consumer of the Bull Run water source, numerous jurisdictions throughout the region rely on this source of water for consumptive use, including residents of Multnomah County. The proposed facility, which includes the soda ash silos, is designed in accordance with Best Management Practices (BMP) to manage this kind of corrosion control process.

The proposed variance will not result in a use being established which is not listed in the underlying zone. The use of the site has been historically established as a place for managing the region's water supply. Multnomah County approved an Ammoniation Facility on the site in May 1991 (CS 3-91, #715). The Ammoniation Facility is currently in operation with no known adverse impacts to the area. The site has a community service designation on it because of its historical use for the public water supply.

Staff Comments: A water treatment facility is a conditional use per MCC 11.15.2050(C)(5). Provided CS 2-95 is approved, the granting of the variance will not

permit a use not listed in the underlying zone.

CONCLUSIONS

1. The applications generally comply or can comply with applicable approval criteria, if conditions are imposed as detailed in findings herein and incorporating agency responses, public testimony, and other exhibits received in this matter.
2. The proposed expansion to the existing water ammoniation facility of a corrosion control mechanism — as conditioned — satisfies Community Service Use approval criteria and applicable Comprehensive Plan Policies.
3. The proposed expansion to the existing water ammoniation facility of a corrosion control mechanism — as conditioned — satisfies applicable Commercial Forest Use zoning approval criteria and Comprehensive Plan Policies.
4. Staff concludes that the land use permits should not become effective until conditions are satisfied. Recommended conditions address design and grading issues which are necessary to ensure that no inconsistencies exist between the proposal and applicable Plan policies and Zoning Code provisions.

This Staff Report and recommendation was available on June 14, 1995, 7 days before the June 21, 1995 public hearing scheduled before a County Hearings Officer. The Hearings Officer may announce a decision on the item (1) at the close of the hearing; (2) upon continuance to a date and time certain; or (3) after the close of the record following the hearing. A written decision is usually mailed to all parties and filed with the Clerk of the Board within ten days of the decision by the Hearings Officer.

Appeal to the Board of County Commissioners

The Hearings Officer Decision may be appealed to the Board of County Commissioners (Board) by any person or organization who appears and testifies at the hearing, or by those who submit written testimony into the record. An appeal must be filed with the County Planning Division within ten days after the Hearings Officer decision is submitted to the Clerk of the Board. An appeal requires a completed "Notice of Review" form and a fee of \$300.00 plus a \$3.50-per-minute charge for a transcript of the initial hearing(s). [ref. MCC 11.15.8260(A)(1) and MCC 11.15.9020(B)] Instructions and forms are available at the County Planning and Development Office at 2115 SE Morrison Street (in Portland).

Failure to raise an issue by the close of the record at or following the final hearing, (in person or by letter), precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. Failure to provide specificity on an issue sufficient for the Board to respond, precludes appeal to LUBA on that issue.

To appeal the Hearings Officer decision, a "Notice of Review" form and fee must be submitted to the County Planning Director. For further information call the Multnomah County Planning and Development Division at 248-3043.

EXHIBITS

- A. Applicant Submitted Information
 - 1. General Application Form (CS 2-95)
 - 2. General Application Form (HV 12-95)
 - 3. Narrative Statements (Original & Addendum)
 - 4. City of Portland Vicinity Map
 - 5. Site Plan (1": 40')
 - 6. Site Plan (1": 200')
 - 7. Elevations
- B. Agency Responses
 - 1. School District Review
 - 2. Certification of Private On-Site Sewage Disposal
 - 3. Certification of Water Service
 - 4. Police Services Review
 - 5. Fire District Review
- C. Planning Exhibits
 - 1. Zoning Map

Case Number
CS2-95

NOTARY Anthony G. Williamson
MY COMMISSION EXPIRES Oct. 8, 1995

GENERAL APPLICATION FORM

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
(503) 248-3043

2115 SE MORRISON ST.
PORTLAND, OR 97214



TOTAL 50.00
GARY 1101 4809/00
2237 GARY C12:38PM

Property Address 6704 Cottrell Road
Tax Roll Description Tax Lot '30', Section 22, T1S, R.4E.
Site Size 17.98 acres
County Assessment & Taxation Account No. R-99422-0300
State Identification No. _____ Levy Code _____

Applicant City of Portland, Water Bureau Attn: Darren Kipper
Address 1120 SW 5th Ave. Phone 823-5369
City Portland State OR Zip Code 97204

Property Owner/Deed Holder City of Portland
Address 1120 SW 5th Ave. Phone _____
City Portland State OR Zip Code 97204

Contract Purchaser N/A
Address _____ Phone _____
City _____ State _____ Zip Code _____

At Applicant's Request, Other Parties To Receive Notice And Decision,
(e.g., Surveyor, Planning Consultant, Attorney):

Name Pete Kreft, Montgomery Watson
Address 1800 SW First Ave.
City Portland State OR Zip Code 97201

Name _____
Address _____
City _____ State _____ Zip Code _____

GENERAL DESCRIPTION OF APPLICATION: (To be filled in by the applicant and reviewed by staff. This is to be only a brief description. Responses to the approval criteria must be attached to this application.)

Proposed expansion of a Community Service Use in the
Commercial Forest Use Zoning District. The proposal is
for the expansion of the existing Portland Water Bureau
ammoniation facility to include corrosion control
mechanisms for the city's water supply.

FOR STAFF USE

CASE NUMBER
CS 2-95

Associated Cases
HV 12-95

Past Case
CS 3-91

DESCRIPTION
Comp. Plan Desig.
Commercial Forest
Community

Zoning District
CFU CS

Zoning Map No.
715

A&T Map
2a, 1S, 4E

PRE-APPLICATION

Pre-App. Accepted
Date: 1-5-95 By: RM

Pre-App. Number
PA 6-95

Date and Time
4-27-95 2:00

SUBMITTAL

Application Received
Date: 5/2/95 By: EC
30 Days After Rec.

Staff Reviewer

Notified Missing Info.

Info. Submitted

Date Complete

GENERAL APPLICATION FORM

DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
(503) 248-3043

2115 SE MORRISON ST.
PORTLAND, OR 97214



TOTAL 1200 00
0000-001 5/ 3/95
3346 GARY C 9:4 AM
ZONING 400 00

Property Address 6704 Cottrell Road
Tax Roll Description Tax Lots '30', '112', Section 22, T.1S, R.4E
Site Size 17.98 acres

County Assessment & Taxation Account No. R-99422-0300
State Identification No. _____ Levy Code _____

Applicant City of Portland, Water Bureau Attn: Darren Kipper
Address 1120 SW 5th Ave. Phone 823-5369
City Portland State OR Zip Code 97204

Property Owner/Deed Holder City of Portland
Address 1120 SW 5th Ave. Phone _____
City Portland State OR Zip Code 97204

Contract Purchaser N/A
Address _____ Phone _____
City _____ State _____ Zip Code _____

At Applicant's Request, Other Parties To Receive Notice And Decision,
(e.g., Surveyor, Planning Consultant, Attorney):

Name Pete Kreft, Montgomery Watson
Address 1800 SW First Ave.
City Portland State OR Zip Code 97201

Name _____
Address _____
City _____ State _____ Zip Code _____

GENERAL DESCRIPTION OF APPLICATION: (To be filled in by the applicant and reviewed by staff. This is to be only a brief description. Responses to the approval criteria must be attached to this application.)

Variance to allow enclosed silos for storage of soda ash to
be used as chemical treatment of Portland regional water
supply as a component of a proposed corrosion control
facility to meet EPA guidelines.

FOR STAFF USE

CASE NUMBER

HV 12-95

Associated Cases

~~CS~~ CS 2-95

Past Case

CS 3-91

DESCRIPTION

Comp. Plan Desig.

Commercial Forest

Community

Zoning District

CFU CS

Zoning Map No.

715

A&T Map

22, 15, 4E

PRE-APPLICATION

Pre-App. Accepted

Date: 4/5/95 By: _____

Pre-App. Number

6-95

Date and Time

4/27/95 2:00 pm

SUBMITTAL

Application Received

Date: 5/2/95 By: EC

30 Days After Rec.

Staff Reviewer

Notified Missing Info.

Info. Submitted

Date Complete

Case Number :

Below is a list of service providers. County staff will indicate in the “Yes” column those districts, agencies, etc. you must contact to fill out a service certification form or some other type of review verification. The forms are needed to have a complete application.

**Service Availability
Certification Form
Required**

Electricity (write in provider's name): _____
Natural Gas (write in provider's name): _____
Telephone (write in provider's name): _____
Water Service Certification. Attach Form
Public Sewer Service Certification (if available). Attach Form
Private On-Site Sewage Disposal Certification (if used). Attach Form
Other: _____

Yes

Date Received

School District Review. Attach Form(s).....
Police Services Review. Attach Form

Fire District Review. Attach Form.....
State Fire Marshal Access Certification (Roads and Driveways). Attach Form.....
Other: _____
Other: _____

Flood Elevation and/or Floodproofing Certification. Attach Form(s)
 State Scenic Rivers Program, Parks and Recreation Dept. Attach Decision
 State Dept. of Forestry. Attach Reviewed Forest Management Plan Forms
 State Dept. of Fish and Wildlife. Attach Comment Letter.....
 State Dept. of Environmental Quality. Attach Comment Letter
 Division of State Lands / U.S. Army Corps of Engineers. Attach Letter.....
 Other:

—To Be Completed By The Applicant Only In The Presence Of A Notary Public—

STATE OF OREGON
COUNTY OF MULTNOMAH

I, (Print Name)

Darren Kipper (Portland Water Bureau)

EACH BEING FIRST DULY SWORN, DEPOSE AND SAY THAT I AM (ONE OF) THE APPLICANT(S) IN THE FOREGOING APPLICATION AND THAT THE SAME IS TRUE AS I VERILY BELIEVE.

NEAST I VERILY BELIEVE.

James M. Kizer

(Applicant Signature)

(Applicant Signature)

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 1st DAY OF May, 1998

NOTARY Janet M. King
MY COMMISSION EXPIRES 1-23-96



OFFICIAL SEAL
JANET M. KING
NOTARY PUBLIC-OREGON
COMMISSION NO. 030381

MY COMMISSION EXPIRES JAN. 23, 1998

APPLICATION FOR THE LUSTED HILL CORROSION CONTROL FACILITY

DESCRIPTION OF PROPOSAL:

The City of Portland, Bureau of Water Works is proposing to expand its existing Ammoniation Facility located at 6704 SE Cottrell Road in eastern Multnomah County. The purpose of the expansion is to incorporate municipal water supply corrosion control treatment processes at the site. This project is necessary to comply with the U.S. Environmental Protection Agency Lead and Copper Rule (LCR).

The LCR requires that water purveyors throughout the country determine the impacts of their water supplies on the internal corrosion of customer plumbing systems, in particular the concentrations of lead and copper at consumers' home taps which may be released into the water from copper pipe, lead-soldered joints and faucets/fixtures which may contain lead. After conducting numerous water quality analyses and pilot studies as required by the LCR, the Bureau has determined that the Bull Run supply does not meet the federal requirements for lead and copper concentrations "at the tap". Therefore, the LCR requires that the Bureau implement a corrosion control treatment program for the Bull Run supply to reduce the concentrations of lead and copper in consumers' homes. According to the LCR, the Bureau must implement the chemical treatment program beginning on or before January 1, 1997. The Bull Run supply serves the City of Portland as well as over 250,000 people outside the City limits.

The preferred and least costly method of reducing the corrosivity of the Bull Run water is to increase its pH and/or alkalinity. Common water treatment chemicals will be used to increase the pH/alkalinity including sodium carbonate, sodium hydroxide and carbon dioxide. These chemicals should be added to the water at a location which is easily accessible to the three main pipelines which convey the water to Portland. The chemicals must also be added far enough downstream of the Bull Run Headworks to ensure adequate disinfection with chlorine prior to pH/alkalinity adjustment. Disinfection of the Bull Run water is improved at lower pH values, hence it is preferable to increase the water's pH after sufficient chlorine contact time.

The preferred location to store and feed the pH/alkalinity adjustment chemicals is at Lusted Hill adjacent to the existing Ammoniation Facility. In 1991/1992, the Bureau constructed the Lusted Hill Ammoniation Facility on City-owned property near the intersection of Lusted Road and Cottrell Road in east Multnomah County. The point of ammonia addition to Bull Run water (to form chloramines which have been used as a disinfectant for over 70 years) was changed at that time from the Headworks to Lusted Hill to meet more-stringent federal disinfection requirements for drinking water. The Bureau received a Conditional Use permit from Multnomah County to construct and operate the Ammoniation Facility, and to install ammonia addition vaults to the main water supply conduits.

This proposed application for the corrosion control facility is classified by Multnomah County as a use within the category of "Water intake facility, related treatment facility, pumping station, and distribution line" under the Community Services Use designation (MCC 11.15.2050 C). The site is zoned as Commercial Forest Use (CFU).

In brief, the project will include the following alterations to the existing facility site:

- Addition of an approximate 3,000 square foot pre-engineered metal building which would house soda ash silos, caustic soda tanks, an expanded control room and fuel tank. The soda ash silos would be approximately 50 feet in height and would extend through the top of the structure. The caustic soda tanks are about 10' in height and would be totally enclosed within the structure.
- Addition of an outside, stand-alone CO2 tank, approximately 60 long x 10 wide feet.
- Addition of chemical feed lines to the Water Bureau's offsite conduits. The lines would be approximately 1" to 4" in size and would be placed within the Bureau's existing right-of-way for the conduits. The lines would cross Lusted Road in the same approximate location as the existing ammonia solution lines.
- Addition of two concrete metering vaults located along the main conduits. One vault would be approximately 7 feet deep, 8-10 feet long, and 6-8 feet wide. The other would be a dual conduit vault with dimensions approximately twice as large as the first. In addition to housing flow meters, these vaults may also be used for chemical solution injection.
- Addition of an off-site pH analyzer facility approximately 10 x 10 in size located approximately .75 miles northeast from the proposed corrosion control facility (off of Hosner Rd.). This accessory structure is addressed through a separate application.

The proposed site plan characterizes these features for expansion of the facility in more detail. Further, it should be noted that Multnomah County approved a Community Service Use Request at the site for the existing ammoniation facility in May, 1991 (Case File 3-91, #715).

PRELIMINARY SITE PLAN

Figure 1 indicates the preliminary site plan for the proposed new facilities at Lusted Hill in relation to the existing Ammoniation Facility. A new building is proposed to shelter the soda ash and sodium hydroxide storage and feed systems, to shelter the carbon dioxide feed systems, to provide required process support facilities including pumping and electrical equipment, operations support including restrooms, lockers and showers, and general office space. The carbon dioxide tank is proposed to be located outside, but adjacent to the building. A separate, smaller building is proposed to house an emergency generator and storage space. A diesel fuel tank (above-ground, not buried) would be located adjacent to the generator building.

The proposed new buildings would have similar heights compared to the existing Ammoniation Building with the exception of the area for the soda ash silos. These silos may be as tall as 45 feet, and the Bureau is considering alternatives to either enclose the silos inside the building, or let them penetrate the roof of the new building.

The existing site would also be modified to provide increased road access around the site for chemical deliveries, operator vehicles and occasional facility tours. Because of the current visual screening by tall trees at the site, most of the proposed improvements would still be hidden from view of the general public.

COMPLIANCE WITH COMMUNITY SERVICE APPROVAL CRITERIA:

Section 11.15.7015 of the MCC identify approval criteria that are applicable to the proposed use. These criteria are addressed in detail as follows:

A. Consistency with the character of the area.

The general area around the site is characterized by a mix of rural residential and commercial farm (nursery) uses. Immediately adjacent to the site on the north is a forested steep slope that transcends down to Lusted Road just above the Sandy River. Vegetation in this area consists primarily of native mature fir trees approximately 100' in height with a relatively thick deciduous underbrush. The existing facility cannot be seen from Lusted Road to the North.

A Christmas Tree farm is located to the south of the site. A buffer of approximately 150 - 200 feet exists between the site and the Christmas Tree farm. The buffer area includes 100' mature fir trees, a drainage and a thick stand of mature deciduous trees.

A dwelling is located immediately west of the site across Cottrell Road which includes a barn, farm machine shop, and horse pasture. The barn is positioned on top of a gradual hill which results in a position of height which would be approximately equal to the height of the proposed soda ash silos. The site currently includes a buffer of mature 100' high fir trees on the west which partially separates the view of the site from the adjacent dwelling.

The area east of the proposed use is densely forested with no rural residential or farm activities within near view of the site.

The proposed expansion is not expected to have an impact on the existing character of the area. The site is heavily buffered from surrounding uses. Further, the proposed structures are consistent with the type of farm structures that are found throughout the general area. The height of the proposed silos is not expected to be any greater than the overall elevated height of the adjacent barn. Also, the silos will, for the most part, be obstructed from surrounding views by the mature fir trees.

Construction of the new metering vaults along the main conduits will take place within the existing corridor that was cleared for placement of the ammonia solution feed pipe-line and vaults. No additional disturbance beyond the existing corridor is anticipated.

B. Affect on Natural Resources:

The existing natural resources at the site include mature fir trees, ferns, blackberry bushes and a diverse mix of deciduous native bushes and trees. Some of the vegetation will need to be removed to allow for site development. However, the buffer areas to the east and south are not expected to be disturbed. The placement of the chemical feed lines will require some ground disturbance however, the right-of-way is already relatively clear due to the placement of the

ammonia solution lines in 1991. Construction measures will include adherence to erosion control techniques to insure soil stability on the slope where the lines will be placed. The site for construction of the structure is flat, thus no erosion difficulties are expected. In view of these considerations, the proposed use is not expected to have an adverse impact on natural resources.

C. Potential Conflicts With Farm Or Forest Uses:

No disruption of farm or forest activities or uses can be identified in regards to the proposed use. The facility expansion will take place on the existing site and be incorporated into the existing facility functions. This will enable the Water Bureau to utilize a minimum area of the site thereby maintaining a maximum buffer for the adjacent farm and residential uses. No off-site impacts can be identified that would result from the facility expansion

D. Requirements For Additional Public Services:

The existing facility utilizes electric services from PGE; sanitation through on-site disposal; drinking water from Pleasant Home Water District; and phone service through GTE. The existing public services will be sufficient for the expanded use of the facility. Therefore, the proposed use will not require public services other than those already existing for the area.

E. Big Game Habitat:

The facility site is not located in an area identified by the Oregon Department of Fish and Wildlife as big game winter habitat.

F. Hazardous Conditions:

The Bureau desires to alter the existing use at Lusted Hill by adding facilities to store and feed the three corrosion treatment chemicals (sodium carbonate, sodium hydroxide and carbon dioxide). Each of these chemicals is briefly discussed in terms of its delivery, storage and handling requirements.

Sodium Carbonate

Sodium carbonate, also known as soda ash, has the chemical formula Na_2CO_3 and would be delivered and stored as a dry product in a granular or powder form. Sodium carbonate is very similar chemically to sodium bicarbonate, also known as baking soda. The dry soda ash would be delivered in bulk tanker trucks and off-loaded into on-site storage silos. The silos would then deliver the soda ash to dry chemical feeders, which would dissolve the powder into water and then inject the solution into the pipelines.

Sodium Hydroxide

Sodium hydroxide, also known as caustic soda, has the chemical formula NaOH and would be delivered and stored as a 50% (by weight) solution. The liquid sodium hydroxide would be delivered in bulk tanker trucks and off-loaded into on-site chemical storage tanks, similar to how the liquid ammonia solution is currently delivered and stored at the site. The liquid solution would then be pumped from the storage tanks into the pipelines.

Carbon Dioxide

Carbon dioxide has the chemical formula CO₂ and would be delivered and stored as a liquified gas under approximately 300 psi pressure. Carbon dioxide is commonly used in the beverage industry to carbonate liquids including soft drinks and beer. The liquified gas would be delivered in bulk tanker trucks and off-loaded into a pressurized tanks. In order to reduce the storage volume requirements, the carbon dioxide must be stored at a minimum of 300 psi and 0 degrees Fahrenheit to keep the chemical as a liquid. The liquid under pressure is then converted into a gas which can be accurately metered and then added into the pipelines.

Each of these chemicals must be delivered, stored and handled in prescribed manners to avoid hazardous conditions, both to the workers and to the general public as well as to the environment. There are numerous codes in effect which apply to these chemicals that must be adhered with to comply with local, state and federal requirements. These requirements apply to the delivery of the chemicals, and response plans in case of accidental spills, as well as to their on-site storage and usage. The liquid sodium hydroxide must be stored in such a manner that prevents any material which may leak from entering the surface water or groundwater. The carbon dioxide storage vessel must meet all applicable codes for high-pressure containers. The carbon dioxide itself is not considered a hazardous chemical except in confined spaces where it may displace oxygen. The dry soda ash is not considered to be a hazardous chemical when handled properly.

G. Applicable Policies of the Comprehensive Plan:

Based on discussion with planning staff at Multnomah County, the following Comprehensive Plan Policies are applicable to the proposed use:

- Policy 11 (Commercial Forest Land)
- Policy 13 (Air, Water, Noise)
- Policy 14 (Developmental Limitations)
- Policy 16 (Natural Resources)
- Policy 31 (Community Facilities and Uses)
- Policy 37 (Utilities)
- Policy 38 (Facilities)

A discussion of how the proposed use complies with each of the applicable plan policies is as follows:

POLICY 11 (COMMERCIAL FOREST LAND)

The purpose of the Commercial Forest Land Area Classification is to conserve forest lands by maintaining the forest base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use of forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Further, the County's policy is to allow forest management with related and compatible uses, but to restrict incompatible uses from the commercial

forest land area, recognizing that the intent is to preserve forest lands from inappropriate and incompatible development.

The proposed use will be contained within the boundaries of an existing non-forest use (existing ammoniation facility). Generally, the area surrounding the site is not managed for commercial forest products. It is predominantly nursery stock. The proposed use will not present incompatible activities to a forest use within the area as the development will be contained within the existing site and pipe-line corridor; and surrounding uses are agricultural in nature. It should be noted that a Christmas tree farm is located immediately to the south of the site. The existing 150' wide mature fir tree buffer located at the south end of the site will be maintained to ensure that no incompatible activities present themselves over time. Multnomah County approved the existing use on the site (CS 3-91, #715) in May, 1991. At that time, the Community Service Use(ammoniation facility) was found to be consistent with Policy 12 (Multiple Use Forest Area), which had a similar stated purpose as the recently adopted CFU Designation. Its stated purpose was to conserve those lands suitable to the production of wood fiber by virtue of their physical properties and lack of intensive development, and for which other uses were allowed where the lands are suitable and the use does not impact existing forestry or agricultural uses. The proposed expansion of the ammoniation facility to incorporate corrosion control treatment processes is not expected to present any additional impacts to forestry uses within the area.

POLICY 13 (AIR, WATER and NOISE QUALITY):

It is Multnomah County's policy to maintain healthful air quality levels in the regional airshed; to maintain healthful ground and surface water resources; and to prevent or reduce excessive sound levels while balancing social and economic needs in the County. The proposed project is not expected to impact any of these areas of potential concern. The project will enhance water quality for the City of Portland and the many other communities who receive water from the City's system, by providing corrosion control additions to the water source consistent with the EPA LCR.

The installation and routine operation of the proposed expansion is not expected to negatively impact air quality. However, the expanded operations will result in additional delivery truck traffic. It is expected that chemical deliveries will increase to a maximum of 1 truck per day, 5 days per week during the summer. This is an increase from existing deliveries of about 2-3 per week. Deliveries are made by a semi-truck. This increase in truck traffic will have a negligible impact on air and noise quality in the area.

The proposed expansion is not expected to adversely impact ground or surface water quality in the area. Construction methods will be utilized which minimize surface erosion into bodies of water. The facility will not produce or discharge materials that could harm the groundwater. The chemical storage tanks all have containment areas around them to contain any potential leaks.

The County acknowledged compliance with Policy 13 for the existing ammoniation facility by approving the Community Service Use proposed in 1991(CS 3-91, #715)

POLICY 14 (DEVELOPMENT LIMITATIONS):

The County's policy is to direct development and land form alterations away from areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Land characteristics of concern include slopes exceeding 20%, severe soil erosion potential, land within the 100 year flood plain, high seasonal water table within 24 inches of the surface for 3 or more weeks of the year, a fragipan less than 30 inches from the surface or land subject to slumping, earth slides or movement.

None of these characteristics apply to the proposed project site. Some soil erosion may occur where the small chemical feed pipes will be buried on the slope down Lusted Hill to the Valley floor. Design and construction techniques will be utilized to maximize soil stability along the piping route. Construction of feed lines associated with the ammoniation facility, located in the same area that the new lines would be installed, did not create erosion problems.

POLICY 16 (NATURAL RESOURCES)

The County's policy is to protect natural resources, conserve open space, and to protect scenic and historic areas and sites. The County has an inventory of some of these protected resources, and has designated such areas with the Significant Environmental Concern (SEC) overlay zone.

The proposed expansion project is not located within an area designated as SEC. Further, as mentioned above, the site is not used as big game habitat. Reconnaissance of the entire site did not result in the identification of any specific natural resource that may be of significant concern. However, it should be noted that to the extent possible, the expansion areas are designed to minimize impacts to existing native vegetation on the property.

POLICY 31 (COMMUNITY FACILITIES AND USES):

Policy 31 Subsection G identifies that it is the County's policy to support the location of community facilities on existing transportation systems with volume capacities and modal mix splits available and appropriate to serve present and future scales of operation.

The proposed expansion is expected to have a minimal impact on traffic volumes in the area. Current facility operations include about 1 semi-truck for chemical deliveries per week. Other miscellaneous vehicular traffic includes 3-4 trips per day maximum for the facility operator(s). Usually, only one person is on site during the work day. The expansion is expected to increase semi-truck deliveries to approximately 1 per day, 5 days per week. Other miscellaneous traffic may increase to 5-6 trips per day for facility operators at the time the facility is fully operating.

Policy 31, Subsection G prescribes different access standards for Community Service uses, depending on the scale of the facility. County

staff have identified the proposed use as a "community service foundation" for the purpose of analysing traffic impact. The vehicular access standard for a community service foundation is "truck traffic will not be routed through local neighborhood streets".

Existing access to the facility is from Lusted Hill Road to Cottrell Road. Entrance to the site is located approximately 200 feet from the intersection of Lusted Road and Cottrell Road. The actual distance traveled on Cottrell is very minimal. Lusted Road is classified on the Functional Classification Of Trafficways map as a Rural Collector whereas Cottrell Road is not specifically classified, and therefore is assumed to be a Local Neighborhood Street according to Multnomah County staff.

The proposed expansion is consistent with Policy 31 in regards to the utilization of Lusted Road for traffic access. A strict interpretation of the policy in regards to traffic on Cottrell Road would effectively prohibit the use. However, Multnomah County has adopted Land Use Locational Policies with respect to Policies #24-31 which discuss how the policies are to be applied for a proposed use. The Land Use Locational Policies document specifically states "it is intended that these locational criteria be construed in a flexible manner, in the interest of accomodating proposals which, though not strictly in conformance with the applicable criteria, are found to be in the public interest and capable of harmonious integration into the community.

The proposed use is believed to meet the overall objectives of Policy 31. The use of the site for a Community Service Facility has already been approved by Multnomah County (CS 3-91, #715). The expansion will not alter the type of use at the site, it will however minimally increase traffic on Cottrell Road. The extent of impact to Cottrell Road is believed to be minimal because the site is located only about 200' from the intersection of Lusted Road. Therefore, the extent of potential neighborhood impact is one dwelling, which is located within this stretch of Cottrell Road. This impact needs to be balanced with the public interest that will result from the expansion project (Land Use Location Policies). The public interest in this case is insured safe water for the City of Portland, and the many communities that use the City's water supply, in compliance with the EPA LCR as described above.

POLICY 37 (UTILITIES):

The applicable provision of this policy specifies that approval of the proposed use is predicated upon whether it can be connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal on the site. Further, the use needs to include provisions for adequate drainage through storm water system hook-up or through on-site measures to ensure that run-off from the site will not adversely affect the water quality in adjacent streams, ponds, lakes or alter the drainage on adjoining lands.

The existing facility (ammoniation plant) is connected to a DEQ approved on-site septic system. Potable water is currently received from the local private water system (Pleasant Home Water District) from a 6" water main in Cottrell Road. Drainage is currently managed on-site. No run-off which could adversely affect adjacent water bodies has been identified with the

current facility construction and/or operations. Adequate energy is available for the use and is supplied by PGE.

The proposed expansion is not expected to create any need for alterations in the way that sewage, stormwater, water, and energy are managed at the site. Construction activities will include close consideration of erosion and drainage control to ensure that potential off-site impacts are minimal. The existing utility service uses (water and electricity) will be expanded to accommodate the proposed facility expansion. Further, the capacity of the on-site septic system is sufficient to serve the proposed expansion.

POLICY 38 (FACILITIES):

The purpose of this policy is to assure that adequate police and fire protection is available to new development and to provide school districts with the opportunity to be advised of proposals which may affect their capital improvement programs.

The proposed expansion is not a new development. A facility, including chemical feed pipe-lines with vaults (ammonia solution), already exists at the site. Expansion of the existing facility is not expected to have any affect on public facilities. The site is served by Gresham School District #4, Multnomah Fire District #10 and the Multnomah County Sheriff's Office.

H. Other applicable approval criteria.

Other applicable approval criteria include MCC Sections 11.15.2053 (Use Compatibility Standards), 11.15.2058 (Dimensional Requirements), and 11.15.2074 (Development Standards for Dwellings and Structures). These applicable approval criteria are addressed below.

COMPLIANCE WITH CFU USE COMPATIBILITY STANDARDS:

Section 11.15.2053 of the MCC requires that the proposed use will:

- (A) (1) Not force a significant change in, or a significantly increase the cost of, accepted forestry or farming practices on surrounding forest or agricultural lands; and
- (A) (2) Not significantly increase fire hazard, or significantly increase fire suppression costs, or significantly increase risks to fire suppression personnel; and
- (B) A statement has been recorded with the Division of Records that the owner and successors conduct forest operations consistent with the Forest Practices Act, and to conduct accepted farming practices.

The proposed expansion of the ammoniation facility to include treatment processes for corrosion control will not change or increase the cost of forestry or farming practices on surrounding lands. There are grazing and nursery agricultural activities located adjacent to the site. These adjacent uses have not been impacted by the existing facility. A mature vegetative buffer exists around the site which results in the facility operations being almost totally obscure to adjacent uses. The proposed expansion will be contained within the boundaries of the existing site and pipe-line corridor; and to the extent feasible, the mature vegetative buffer will be maintained. The new corrosion control structure will be located to the east of the existing structure. This area does not abut any adjacent farm or forest uses.

The proposed expansion is not expected to increase fire hazard or significantly increase fire suppression costs or risks to fire suppression personnel. The structure that is proposed will be comprised of mostly non-combustible materials. The corrosion control chemicals are not flammable, therefore they will not pose an increased risk to fire suppression personnel.

A statement will be recorded with the Division of Records which specifies that the owner and the successors in interest acknowledge the rights of nearby property owners to conduct forest operations consistent with the Forest Practices Act and Rules, and to conduct accepted farming practices.

COMPLIANCE WITH CFU DIMENSIONAL REQUIREMENTS:

Section 11.15.2058 of the MCC requires a proposed use in the CFU zone to adhere to specific dimensional standards. These standards are applied for this application within the attached site plan. Of importance to mention here however, are the height of the proposed soda ash silos. The soda ash silos will be approximately 50' in height and will be constructed as a part of the corrosion control facility structure. It is expected that the silos will extend through the top of the structure. Site reconnaissance indicated that the height of the silos would not be appreciatively greater than the overall height of the tall barn positioned adjacent to and west of the site. Further, there are many silos in the area being used for agricultural activities which results in the proposed soda ash silos being similar to and consistent with the character of the area.

Section 11.15.2085 (C) of the MCC identifies a maximum structure height of 35' except as provided in subsection (F), whereby structures such as barns, silos, windmill, antennae, chimneys, or similar structures may exceed the height requirements. The soda ash silos are very similar to agricultural silos in size and therefore should be allowed under Section 11.15.2058 (F) of the MCC.

COMPLIANCE WITH CFU DEVELOPMENT STANDARDS FOR STRUCTURES:

Section 11.15.2074 of the MCC identifies development standards of dwellings and structures. The applicable standards for this proposed use are discussed as follows:

(A)(1) The structure is located such that it has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements:

The proposed corrosion control facility structure will be located to the east of the existing structure. Adjacent agricultural activities are located to the west and to the south of the property. Therefore, the proposed placement of the new structure poses the least potential impact to nearby agricultural lands. The site plan identifies that the placement of the structure meets the minimum yard and setback requirements.

The metering vaults will be located along the existing main water supply conduits, within the existing pipe-line corridor. No impacts are anticipated from construction and operation of the lines and vaults.

(A)(2) The structure is located such that forest operations and accepted farming practices will not be curtailed or impeded:

The structure will be contained within the existing facility site and pipeline corridor. Existing operations have not curtailed or impeded forest operations or farming practices. Therefore there is no evidence which suggests that expansion of the use will curtail or impede farm or forest operations.

(A)(3) The structure shall be located such that the amount of forest land used to site the structure, access, and service corridor is minimized:

Again, the proposed expansion will take place within the existing site and pipe-line corridor. The site is not used for forestry activities. It is used by the Portland Water Bureau as a facility necessary for continued management of the City of Portland's municipal water supply. It is expected that some vegetation, including fir trees, will need to be removed on the eastern portion of the site to allow the new structure to be built and accessed. Removal of vegetation will be the minimal amount necessary to accomodate the proposed expansion.

(A)(4) The structure shall be located such that any access road and service corridor in excess of 500 feet is demonstrated to be necessary and is the minimum length required:

The access road into the facility will not change from that which currently exists. A service corridor will be constructed around the proposed structure to allow efficient ingress and egress of chemical delivery trucks. The extended service corridor will not be greater than 500 feet (refer to detailed site plan).

(A)(5) The structure shall be located such that the risks associated with wildfire are minimized:

The site does not contain a perennial water source, therefore subsection (5) (a) does not apply. A primary fire safety zone extending a minimum of 30' feet in all directions of the structure exists via the service corridor (refer to site plan). A secondary fire safety zone extending a minimum of 100 feet in all directions around the primary safety zone will be established through vegetation pruning and thinning so that a fire will not spread between the crowns of trees or through brush growing underneath larger trees.

DATE April 28, 1995

ADDENDUM

This is an addendum to the application submitted to Multnomah County for the expansion of a Community Service Use at an existing ammoniation facility, owned and operated by the Portland Water Bureau, to allow for corrosion control treatment in order to meet EPA guidelines for lead and copper in the Portland regional water supply.

This addendum includes additional information requested by the County staff as a result of a Pre-Application meeting held on April 27, 1995 (Case File: PA 6-95). The following is a summary of additional information requested by County staff and included or referenced in this addendum:

- 1. Tax Lot '112' is required to be added to the property description and the site plan.**

Tax Lot '112' has been added to the property description and site plan. See attached revised site plan.

- 2. Add a site plan similiar to that submitted in previous applications which shows the entire site and the locational relationship of the improvements to the property lines and the three major water lines.**

The site plan has been modified to include this additional information.

- 3. A vicinity map showing the type and location of nearby farming operations would be useful to the Hearings Officer in assessing some of the approval criteria.**

A vicinity plan which shows nearby farming operations is included in this addendum.

- 4. MCC .2053 requires the recording of a deed restriction. That could be done before the Hearing.**

The applicant will proceed with the recording of the required deed restriction. This is an action that requires several administrative steps within the City of Portland prior to filing with the County. This process will be initiated. However, it is uncertain if it will be completed prior to the Hearing.

- 5. The 1991 site plan indicates that the buildings are more than 200 feet from the north, east and south property lines. If the new proposed buildings or additions are closer, a setback variance would be required.**

The proposed expansion will not intrude beyond the setback requirements set forth in the MCC.

- 6. The Planning Director has made the determination that the proposed tanks (silo) does not fit into the same classification as an agricultural silo. Therefore, the structure is subject to the 35 foot**

height limitation. A separate variance application will be required as part of this request.

A separate variance application for the purpose of establishing a height necessary for the placement of chemical storage silos (to be enclosed inside the building), is included as a part of this addendum.

7. The responses to MCC .2074 stopped short of the entire section. Some of the criteria do not apply, but that should be stated as such.

Section(A)5 of MCC 11.15.2074 requires that the structures be located such that the risks associated with wildfire are minimized. Specific provisions of that section are addressed as follows:

(a) Access for a pumping fire truck within 15 feet of any perennial water source on the lot shall be provided. The site does not include a perennial water source, however, fire truck access to the site is provided via the existing and new access which has been constructed consistent with fire safety standards.

(b) Maintenance of a primary and a secondary fire safety zone shall be provided. A primary safety zone extending a minimum of 30 feet in all directions of the structure exists via the service corridor (refer to site plan). A secondary fire safety zone extending a minimum of 100 feet in all directions around the primary safety zone will be established through vegetation pruning and thinning so that fire will not spread between the crowns of trees or through brush growing underneath larger trees. Fire protection on the site will be conducted in accordance with objectives of the State of Oregon Department of Forestry and the local Rural Fire Protection District.

The feed line for addition of corrosion control chemicals will travel down a slope at the northeastern portion of the site. The pipeline corridor will contain a fire safety zone greater than 50 feet (for slopes less than 20 percent). However, the pipeline is not considered a structure.

(c) The building site must have a slope less than 40 percent. The building site has a slope of less than 40 percent, therefore the proposal meets this provision of the MCC.

8. Add Comprehensive Plan Policy #40.

POLICY 40 (DEVELOPMENT REQUIREMENTS):

Policy 40 contains provisions to encourage a connected park and recreation system including small private recreation areas by dedication of pedestrian and bicycle path connections where appropriate and where designated in the bicycle corridor capital improvements program and map; including landscape areas with benches where appropriate; and including areas for bicycle parking facilities where appropriate.

The project site is not located in an area that is used for pedestrian and bicycle path connections to parks, recreation areas and community facilities. Cottrell Road is not a through route to recreational facilities. It is predominantly used for agricultural purposes. This area is not designated on the Bicycle Corridor Capital Improvements Program and Map. Therefore, provisions for dedication of of pedestrian and bicycle paths are not included in the proposed expansion.

The site is currently landscaped in accordance with the site design requirements of the MCC. The expansion will include further landscaping consistent with existing site conditions. It is not anticipated that benches will be provided because the site is not in an area that attracts public use either by pedestrian or bicycle enthusiasts.

The proposal does not include specific provisions for bicycle parking. This general area is not a designated route for bicycle use. However, there will be adequate space at the facility for bicycle parking if in the rare event a bicycle rider stops by. The facility in general currently gets very little vehicular traffic. This is not expected to change with the expanded use of the facility.

9. Elaborate some on the potential air emissions that may escape to nearby lands.

The proposed Corrosion Control Facility will store three chemicals and feed them into the water supply, as described previously, including:

- sodium hydroxide
- carbon dioxide
- sodium carbonate

The storage of these chemicals will meet all applicable UBC and UFC requirements. As such, releases of potentially hazardous chemicals are not allowed. In any event, none of these chemicals are considered hazardous with respect to air emissions. Sodium hydroxide is a liquid chemical which does not emit hazardous fumes. Carbon dioxide is a gas which is not hazardous to emit to the environment in case of an accidental release. Sodium carbonate is a dry powder. A dust collection system will be included to eliminate potential discharges of chemical dust to the environment.

APPLICATION FOR A VARIANCE TO ALLOW SODA ASH SILOS FOR THE LUSTED HILL CORROSION CONTROL FACILITY

BACKGROUND:

The City of Portland, Bureau of Water Works is proposing to expand its existing Ammoniation Facility for the purpose of developing a facility to incorporate municipal water supply corrosion control treatment processes at the site. This project is necessary to comply with the U.S. EPA Lead and Copper Rule (LCR). A land use application has been submitted to Multnomah County for the proposed expansion in a Commercial Forest Use Zone. A pre-application conference was held on April 27, 1995 which resulted in the County staff identifying that a variance was necessary to allow the portion of the facility which will enclose the soda ash silos because the height of the building will exceed the 35 foot dimensional requirement of the zoning district (MCC Section 11.15.2058).

VARIANCE REQUIREMENTS:

Multnomah County Code (MCC) Section 11.15.8505 sets forth approval criteria for establishing a basis for review of a variance request. The MCC provides for variances to be granted if the following criteria can be met:

- (1) A circumstance or condition applies to the property or the intended use that does not apply generally to other property in the same vicinity or district.
- (2) The zoning requirement would restrict the use of the subject property to a greater degree than it restricts other properties in the vicinity or district.
- (3) The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affects the appropriate development of adjoining properties.
- (4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.

The MCC also differentiates between a minor variance and a major variance. For a major variance, all 4 of the above criteria must be met. Only criteria (3) and (4) must be met for a minor variance.

For a proposed variance to the 35 foot height requirement, the MCC specifies that a minor variance includes structure heights 25% above the 35 foot requirement, or 43.75 feet. Major variances would include structure heights over 25% above the 35 foot requirement, or over 43.75 feet. The proposed variance is a minor variance. The structure height of the enclosed soda ash silos will be approximately 43 feet.

COMPLIANCE WITH VARIANCE CRITERIA (3) AND (4):

CRITERIA (3)

The proposed structure height of 43 feet will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

The general area around the site is characterized by a mix of rural residential and commercial farm (Nursery) uses. Immediately adjacent to the site on the northeast is a forested steep slope that transcends down to Lusted Road just above the Sandy River. Vegetation in this area consists primarily of native mature fir trees approximately 100 feet in

height with a relatively thick deciduous underbrush. The existing facility cannot be seen from Lusted Road to the north.

A dwelling is located immediately west of the site across Cottrell Road which includes a barn, farm machine shop, and horse pasture. The barn is positioned on top of a gradual hill which because of the topography, results in a position of height which would be greater than the height of the proposed soda ash silos. The site currently includes a buffer of mature 100 foot fir trees on the west which partially separates the view of the site from the adjacent dwelling.

The area east of the site is densely forested with no rural residential or farm activities within view of the site. The area south of the site is a Christmas Tree farm. The southern edge of the property is buffered with 100 foot fir trees, a drainage and a thick stand of mature deciduous trees.

The proposed enclosed silos are not expected to have an impact on the vicinity or on adjoining properties. The site is heavily buffered from surrounding uses. Further, the proposed structures are consistent with the type of farm structures that are found throughout the general area. In addition to the tall barn to the west of the site, there are about a half-dozen tall agricultural buildings, including silos, within an approximate 2 mile radius of the site. Most of these existing structures are not buffered and are equal to or exceed the proposed height of the enclosed soda ash silos.

Based on the site conditions (heavily buffered), the proposed enclosed silos will not be easily seen by the public and therefore, will not be materially detrimental to the public welfare. Further, property in the vicinity will not be injured because the proposed silos will actually be less obstructive than existing agricultural structures in the area. Development of adjoining properties will not be adversely affected as the adjacent land use designations provide for ongoing agricultural and forestry activities which are compatible with the proposed use and structure height.

CRITERIA (4):

Granting a variance for the proposed enclosed soda ash silos will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.

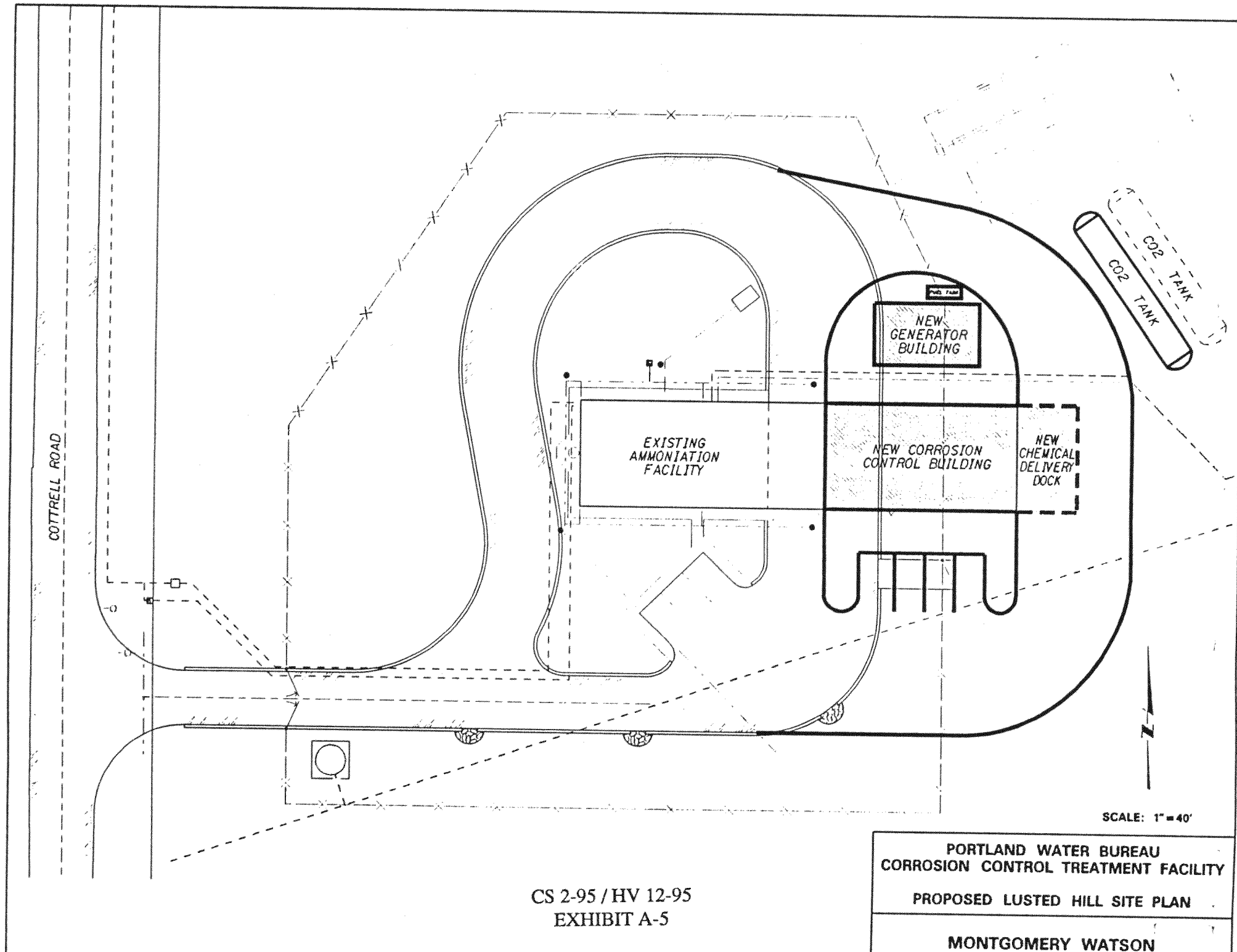
The Comprehensive Plan provides for a balance of policies to ensure the health and welfare of the general public. The corrosion control facility is being developed in response to the EPA Lead and Copper Rule to insure that the general public is not exposed to unsafe levels of these chemicals which can find their way into drinking water through the corrosion of pipes, fixtures, etc. The proposed facility will be ensuring safety to the region's water supply. Although the City of Portland is the primary consumer of the Bull Run water source, numerous jurisdictions throughout the region rely on this source of water for consumptive use, including residents of Multnomah County. The proposed facility, which includes the soda ash silos, is designed in accordance with Best Management Practices (BMP) to manage this kind of corrosion control process.

The proposed variance will not result in a use being established which is not listed in the underlying zone. The use of the site has been historically established as a place for managing the region's water supply. Multnomah County approved an Ammoniation Facility on the site in May 1991 (CS 3-91, #715). The Ammoniation Facility is currently in operation with no known adverse impacts to the area. The site has a community service designation on it because of its historical use for the public water supply.



PORTLAND WATER BUREAU
 LUSTED HILL CORROSION CONTROL FACILITY
 VICINITY MAP

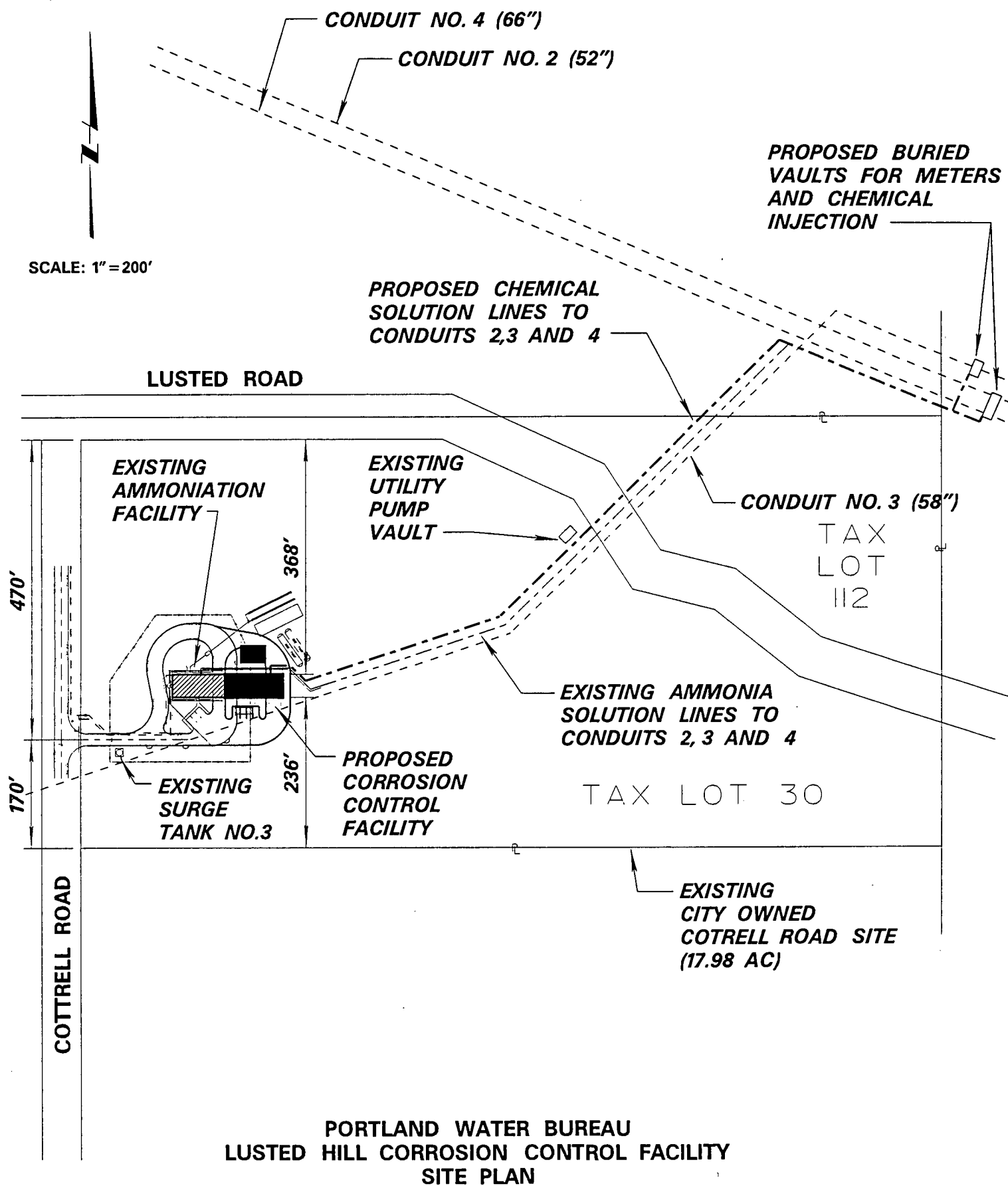
CS 2-95 / HV 12-95
 EXHIBIT A-4



CS 2-95 / HV 12-95
EXHIBIT A-5



SCALE: 1" = 200'



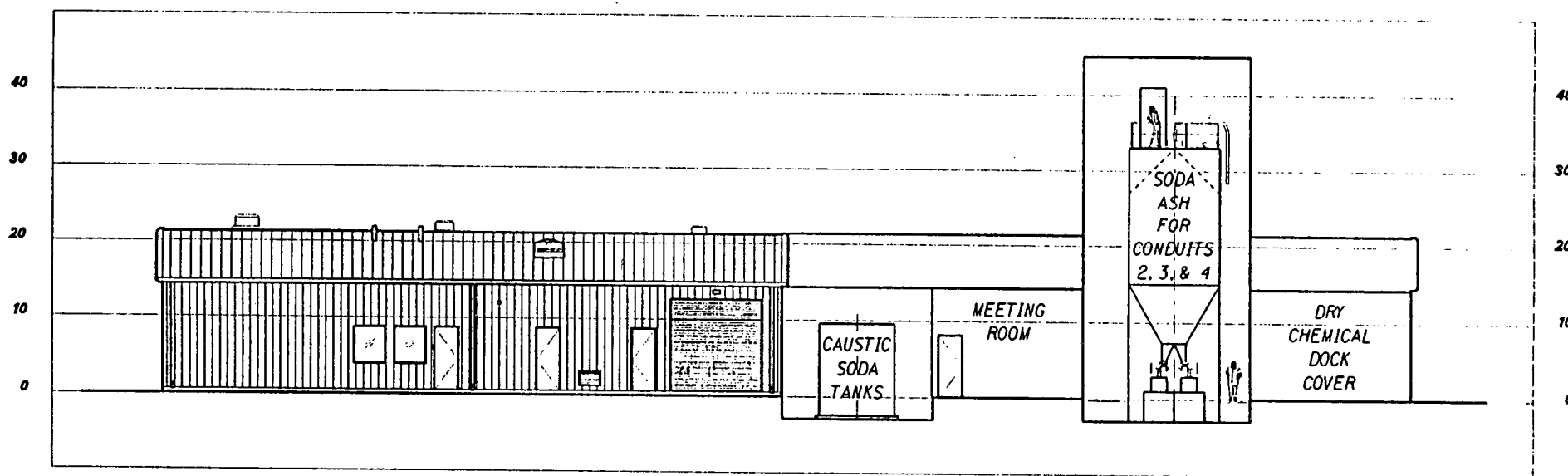
PORTLAND WATER BUREAU
LUSTED HILL CORROSION CONTROL FACILITY
SITE PLAN

CS 2-95 / HV 12-95
EXHIBIT A-6



MONTGOMERY WATSON

Portland, Oregon



SECTION _____ 1
SCALE: $\frac{3}{8}" = 1' - 0"$.

CS 2-95 / HV 12-95
EXHIBIT A-7

<p>PORTLAND WATER BUREAU CORROSION CONTROL TREATMENT FACILITY</p> <p>PROPOSED BUILDING PROFILE</p>
<p>MONTGOMERY WATSON</p>



DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

SCHC - DISTRICT REVIEW

*Take a copy of this form to each of the
School Districts that serve the property.*

Address of Site 6704 Cottrell Road

Tax Roll Description Tax Lot '30', Section 22, T.1S., R4E.

Description of Proposed Use Expansion of an existing Portland Water Bureau
ammoniation facility to incorporate corrosion control mechanisms

If Residential Use, Total Number of Units N/A

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving the creation of a new parcel requires verification that **all appropriate** school districts have had an opportunity to review and comment on the proposal. Complete the applicable sections of this form and take a copy to each school district serving the property. After receiving a response, attach this form to your application.

Applicant's Name City of Portland, Bureau of Water Works ATTN: Darren Kipper

Mailing Address 1120 SW 5th Ave. Phone 823-5369
Portland, OR 97204

—TO BE COMPLETED BY A SCHOOL DISTRICT REPRESENTATIVE—

☒ The District has no comment.

☐ The District provides the following commentary on the level of service available to the property and the potential impact on service levels anticipated from the proposed land use:

Date March 6, 1995

Gresham-Barlow School District No. 10 Jt.

Name of School District
Michelle Moore *mm*

Name of Representative
Director of Business Services

Position Held

RETURN THIS FORM TO THE APPLICANT



DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

CERTIFICATION OF PRIVATE ON-SITE SEWAGE DISPOSAL

Take this form to the Sanitarian, City of
Portland Bureau of Buildings

Address of Proposed Use or Parcel 6704 Cottrell Road
Tax Roll Description Tax Lot '30', Section 22, T.1S, R.4E
Assessor's Map No. _____
Description of Proposed Use Expansion of an existing Portland Water Bureau
ammoniation facility to incorporate corrosion control mechanisms
Number of Bedrooms _____
Applicant's Name City of Portland, Bureau of Water Works ATTN: Darren Kipper
Mailing Address and- 1120 SW 5th Avenue Phone 823-5369
City Portland State OR Zip Code 97204

—TO THE APPLICANT—

Approval of any land use involving a new or expanded use or the creation of a new parcel requires authorization by the Sanitarian. If you propose to use a private on-site sewage disposal system, complete the applicable sections of this form and deliver it to the Sanitarian at the address given below prior to making any land use application. After the Sanitarian has reviewed and returned this form to you, include the form with your application.

If you propose to create a flag lot or a lot served by an accessway, or any use on a site where an existing residence will be retained, you must accompany this form with a scaled site plan showing the location of the existing residence's sewage and storm water disposal systems when submitting this form to the Sanitarian.

—FOR SANITARIAN REVIEW, CONTACT: —

CITY OF PORTLAND
BUREAU OF BUILDINGS
ENVIRONMENTAL SOILS SECTION

1120 SW 5TH AVENUE, ROOM 930
PORTLAND, OREGON 97204
(503) 823-7790

—TO BE COMPLETED BY SANITARIAN—

Based on present knowledge of the area and of the proposed use described above, and on current regulations of the Oregon Department of Environmental Quality, the Sanitarian hereby finds that the proposed use can be served by an on-site sewage disposal system in the form of:

A Cesspool / A Septic Tank / A Septic Tank and Drainfield / A Septic Tank and Seepage Pit /
Other (describe) Existing system is adequate to serve new
use

Land Feasibility Study No. _____ was conducted on this site (date): _____
(attach copy)

RETURN THIS FORM TO THE APPLICANT

3-8-95
Date: Phil Crawford
Environmental Soils Specialist



DEPT. OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

CERTIFICATION OF WATER SERVICE

Take this form to the Water District that serves the property.



Address of Site 6704 Cottrell Road
Tax Roll Description Tax Lot '30', Section 22, T.1S, R4E.
Description of Proposed Use Expansion of an existing Portland Water Bureau ammoniation facility to incorporate corrosion control mechanisms **MAR 8 1995**
If Residential Use, Total Number of Units _____
Applicant's Name City of Portland, Bureau of Water Works ATTN: Darren Kipper
Mailing Address 1120 SW 5th Ave. Phone 823-5369
City Portland State OR Zip Code 97204

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving creation of a new parcel requires a determination that the water system is adequate.

If you propose to use a public water system, deliver this form to the appropriate water district prior to making any land use application. After the water district fills in the following section and returns it to you, include this form with your application.

If you will be using a private water system, complete the bottom section of this form.

—TO BE COMPLETED BY A DISTRICT OFFICIAL AND RETURNED TO THE APPLICANT—

The District will provide service from a 6 inch line located ON THE EAST SIDE OF S.E. COTTRELL RD.

The proposed use should be required to make the following water system improvements:

AFTER ~~THE~~ CONVERSATION WITH THE ENGINEER, THERE APPEARS TO BE NO SYSTEM IMPROVEMENTS REQUIRED

Name of District Pleasant Home Water Name of Official Cindy Zinske

Date 3-7-95 Office held by Official Supt

—TO BE COMPLETED BY THE APPLICANT IF A PRIVATE WATER SYSTEM WILL BE USED—

If you propose to use a private water system, a determination that the system is adequate must be made to satisfy Comprehensive Plan Policy 37. There are two different times that determination can be made:

- (1) In the initial review of your proposal if the on-site well or other form of private system is existing at the time of the land use application, OR
- (2) After the initial review but before issuance of a building permit when documentation is provided to the Planning Director that a water system is in place. At that time public notification will again be given which may result in a new public hearing.

Describe Water Source, Including Location _____

Describe Supply of Water Available (i.e., Gallons Per Minute) _____



DEPT. OF ENVIRON. & NATL SERVICES
DIVISION OF PLANNING AND DEVELOPMENT
2115 SE MORRISON ST., PORTLAND, OR 97214
(503) 248-3043

POLICE SERVICES REVIEW

*Take form to the Police Services Provider
that serves the property.*

Address of Site 6704 Cottrell Road

Tax Roll Description Tax Lot '30', Section 22, T.1S, R.4E

Description of Proposed Use Expansion of an existing Portland Water Bureau ammoniation facility to incorporate corrosion control mechanisms

If Residential Use, Total Number of Units _____

—TO THE APPLICANT—

Approval of most land uses involving a new or expanded use or involving the creation of a new parcel requires verification from the local police services provider that there will be adequate police protection. Complete the applicable sections of this form and take it to the police department serving the property. After receiving a response, include this form with your application.

Applicant City of Portland, Bureau of Water Works ATTN: Darren Kipper

Address 1120 SW 5th Ave. Phone 823-5369

City Portland State OR Zip Code 97204

—TO BE COMPLETED BY A LOCAL POLICE OFFICIAL—

☒ The level of police service available to serve the proposed project is **ADEQUATE**.

(Optional) Comment: _____

☐ The level of police service available to serve the proposed project is **NOT ADEQUATE**.

(Please indicate why.) Comment: _____

Date 3/7/95

Multnomah County Sheriff
Name of Police Services Provider
R. E. Barnhart
Name of Official
SERGEANT
Office Held by Official

RETURN THIS FORM TO THE APPLICANT

MEETING DATE: AUG 10 1995

AGENDA NO.: C-2

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental revenue agreement with Mt. Hood Community College Head Start

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Contract #200476: The County will provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program. (Renewal)

8/17/95 ORIGINALS TO KAREN GARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

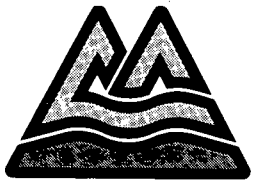
Or

DEPARTMENT MANAGER: Billi Odgaard

1995 AUG - 3 AM 9:28
CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Odgaard, Director, Health Department

DATE: August 1, 1995

SUBJECT: Intergovernmental revenue agreement with Mt. Hood Community College Head Start

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200476 with Mt. Hood Community College Head Start for the period August 15, 1995, to and including June 30, 1996.
- II. Background/Analysis: This agreement has been renewed annually since FY 92-93. The County will provide a 0.5 FTE Community Health Nurse who will participate as a member of the Mt. Hood Community College Head Start staff. Services will include client assessments and health screenings, planning, training and education for staff and parents, and case management.
- III. Financial Impact: Mt. Hood Community College Head Start will reimburse the County \$28,443 for services provided.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other government agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 200476

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input checked="" type="checkbox"/> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>8/10/95</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: _____ Date: 8/1/95

Contract Originator: Tom Fronk Phone: x4274 Bldg/Room: 160/7

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/8

Description of Contract:

County will provide a 0.5 FTE Community Health Nurse to the Mt. Hood Community College Head Start/Oregon Prekindergarten Program. (RENEWAL)

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>Mt. Hood Community College</u></p> <p>Mailing Address: <u>Head Start</u></p> <p style="padding-left: 40px;"><u>10100 NE Prescott Street</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97220</u></p> <p>Phone: <u>256-3436</u> (Fax <u>255-8494</u>)</p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>August 15, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>28,443</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Susan Brady, Head Start Director</p> <p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p style="padding-left: 40px;">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: Bill Odgaard Date: 8/2/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Ratie Gunt Date: 8/3/95

County Chair/Sheriff: Debbie Odgaard Date: August 10, 1995

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC
01	156	015	0480			4040		0361	Head Start MHCC		
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager

COMMUNITY HEALTH NURSING SERVICES AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the _____ day of _____, 1995, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and MT. HOOD COMMUNITY COLLEGE HEAD START (hereinafter referred to as "MHCCHS").

WITNESSETH:

WHEREAS, MHCCHS requires health care services which COUNTY's Health Department is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY's Health Department is able and prepared to provide such services as MHCCHS does hereinafter require, under those terms and conditions set forth; now 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 August 15, 1995, to and including June 30, 1996, unless sooner terminated under the provisions hereof.

2. SERVICES

COUNTY's services under this Agreement shall consist of the following:

A. COUNTY will provide, supervise and evaluate a 0.5 FTE Community Health Nurse with advisement from MHCCHS.

B. The Community Health Nurse will be out-stationed at MHCCHS's offices.

C. The Community Health Nurse will participate as a member of MHCCHS's staff by providing services as follows:

1) Assessment

- a) Review clients' health history and evaluate potential impact on development and learning ability.
- b) Provide/assist with health screenings as needed.
- c) Provide in-home assessments of family health needs and the home environment.
- d) Observe that health procedures are being followed.
- e) Provide telephone triage of adult and pediatric health problems.

2) Planning

- a) Develop a nursing plan with identified families to meet their health needs.
- b) Participate in multi-disciplinary team staffings.
- c) Establish a schedule to meet with staff at each center to discuss health concerns.

3) Education

- a) Provide health training to MHCCHS's staff as requested.
- b) Provide parent workshops as requested.
- c) Contribute to newsletter about health issues.
- d) Participate in Head Start-related training.

4) Case Management

- a) Provide medical/health case management to identified at-risk families.
- b) Coordinate delivery of service in the home with family visitors.

5) Liaison to COUNTY's Health Department

- a) Maintain an ongoing relationship with and participate in appropriate in-service trainings and staff meetings within the Field Services Division of COUNTY's Health Department.
- b) Act as a liaison to the Communicable Disease Division of COUNTY's Health Department as needed.
- c) Provide, coordinate and/or refer families to special services provided by COUNTY.

3. COMPENSATION

MHCCHS agrees to pay COUNTY a maximum of \$28,443 for the performance of those services provided hereunder, which payment shall be based upon the following terms:

- 1) MHCCHS shall pay COUNTY quarterly upon receipt of COUNTY's invoice.

- 2) Invoices shall be sent to:

Mt. Hood Community College Head Start
Attention: Bookkeeper
10100 NE Prescott Street
Portland, OR 97220

4. INDEPENDENT CONTRACTOR STATUS

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

5. INDEMNIFICATION

- A. MHCCHS shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of MHCCHS, 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.
- B. COUNTY shall defend, hold and save harmless MHCCHS, 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.

6. MODIFICATION

Any modification to the provisions of this Agreement, whether initiated by COUNTY or MHCCHS, shall be reduced to writing and signed by both parties.

7. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any 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

8. EARLY TERMINATION

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1) Immediately by mutual written consent of the parties or at such time as the parties agree; or
 - 2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.
- B. Payment to COUNTY will be prorated and will include all services provided through the day of termination and shall be in full satisfaction of all claims by COUNTY against MHCCHS under this Agreement.
- C. Termination under any provision of this paragraph shall not affect any right, obligation or liability of COUNTY or MHCCHS which accrued prior to such termination.

9. LITIGATION

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

10. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

11. INTEGRATION

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers the day and year first above written.

MT. HOOD COMMUNITY COLLEGE
HEAD START

By _____

Title _____

Date _____

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Multnomah County Chair
Date August 10, 1995

HEALTH DEPARTMENT

By Billi Odegaard
Billi Odegaard, Director
Date 8/2/95

By Carol Cole
Carol Cole, Program Manager
Date 8/2/95

REVIEWED:

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

By Katie Gaetjens
Katie Gaetjens
Date 8/3/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 10 1995

AGENDA NO.: C-3

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Portland Public Schools (Contract #200776)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health

DIVISION: _____

CONTACT: Tom Fronk

TELEPHONE #: x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Tom Fronk

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Revenue agreement: Health Department will provide Early Intervention and Early Childhood Special Education (EI/ECSE) services for Multnomah County preschool children with disabilities. (Renewal)

8/10/95 originals to KAREN CARBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

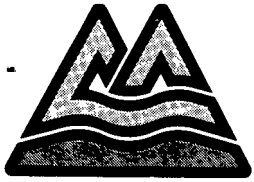
DEPARTMENT MANAGER: _____

Bill Odgaard

BOARD OF
COUNTY COMMISSIONERS
1995 AUG -2 AM 11:27
MULTNOMAH COUNTY
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654



MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204-2394
(503) 248-3674
FAX (503) 248-3676
TDD (503) 248-3816

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *B. Odegaard*
B. Odegaard, Director, Health Department

DATE: July 21, 1995

SUBJECT: Intergovernmental revenue agreement with Portland Public Schools

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #200776 with Portland Public Schools for the period July 1, 1995, to and including June 30, 1996.
- II. Background/Analysis: Portland Public Schools is serving as the regional contractor for Early Intervention services under an agreement with the Oregon Department of Education. The Health Department will receive federal and state pass-through funds to provide Early Intervention and Early Childhood Special Education services to preschool children with disabilities. Services will be provided from birth to age of eligibility for entry into kindergarten. This agreement has been renewed annually since FY 92-93. Prior to 1992-93, the funding came from State Mental Health Division. The agreement is retroactive to July 1, 1995, due to late processing by Portland Public Schools. It was received by The Health Department on July 20, 1995.
- III. Financial Impact: The County will be paid \$77,000 for the provision of services.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 200776

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Expenditure Agreement</p> <p><input checked="" type="checkbox"/> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # C-3 DATE 8/10/95</p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
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Department: Health Division: _____ Date: 7/21/95

Contract Originator: Tom Fronk Phone: x4274 Bldg/Room: 160/7

Administrative Contact: Karen Garber Phone: x6207 Bldg/Room: 160/8

Description of Contract:

Early Intervention and Early Childhood Special Education (EI/ECSE) services for Multnomah County preschool children with disabilities. (RENEWAL)

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>Portland Public Schools</u></p> <p>Mailing Address: <u>EI/ECSE Program</u></p> <p style="padding-left: 40px;"><u>531 SE 14th Avenue</u></p> <p style="padding-left: 40px;"><u>Portland, OR 97214</u></p> <p>Phone: <u>280-5840</u> (Fax <u>280-6468</u>)</p> <p>Employer ID# or SS#: <u>N/A</u></p> <p>Effective Date: <u>July 1, 1995</u></p> <p>Termination Date: <u>June 30, 1996</u></p> <p>Original Contract Amount: \$ <u>77,000</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Susan Saling</p> <p>Remittance Address (if different) <u>*Payment: 20% upon execution; 10% each month thereafter; final 5% based on actual expenditures</u></p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other <u>\$ See above*</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other <u>\$ See above*</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: Billi Odgaard Date: 7/21/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Kate Gant Date: 8/1/95

County Chair/Sheriff: Merely Klein Date: August 10, 1995

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	156	015	0472			2766		0318	Early Intervention		
02											
03											

If additional space is needed, attach separate page. Write contract # on top of page.

DISTRIBUTION: Contract Administration, Finance, HD Contracts Unit, HD Payables/Receivables, HD Program Manager



Service Area VI Administrative Office
Early Intervention
Early Childhood Special Education Program
531 SE 14th Ave. Portland, Oregon 97214
Phone 280-5840 or Fax 280-6468



Serving:
Clackamas
Hood River
Multnomah
& Wasco Counties

AGREEMENT

Portland Public Schools (Contractor) serving as the regional contractor under an agreement with the Oregon Department of Education dated July 1, 1995 retains the services of Multnomah County Health Department (Agency) under the following terms and conditions:

1. **Services.**

Agency shall provide Early Intervention and Early Childhood Special Education (EI/ECSE) services in Multnomah County as defined in ORS 343.035 and applicable Oregon Administrative Rules which by this reference is incorporated, to eligible preschool children with disabilities from birth to age of eligibility for entry into kindergarten. All subcontractors subcontracting agreements to provide services hereunder, must be first approved by the service area contractor.

Agency shall provide these services in compliance with applicable federal and state regulations pertaining to EI/ECSE including the Individuals with Disabilities Act (IDEA), ORS 343.465 to 343.534, applicable Oregon Administrative Rules and related rules adopted by the State Board of Education, and Contractor policies and regulations.

All evaluations and eligibility determinations shall be conducted in compliance with applicable federal and state regulations and guidelines.

Agency shall provide the services required herein beginning July 1, 1995, and continuing through June 30, 1996. This contract will not be amended after the expiration date.

2. **Contact Person.**

Agency shall appoint a primary contact person to serve as the liaison with the Contractor. The contact person will be fully knowledgeable regarding all aspects of the Agency performance hereunder, have full access thereto, and be authorized to make day-to-day decisions regarding the agreement.

3. **Mobilization.**

Agency shall employ sufficient staff with appropriate experience, expertise, certification, licensing or classification; office space; meeting space; office supplies; equipment; and transportation to efficiently fulfill the requirements of this agreement.

4. **Reporting.**

Agency shall provide reports as requested by the Contractor, including those hereafter described, documenting that the services required hereunder are available and provided throughout the agreement year in strict compliance with state and federal law and that the Agency has complied with the requirements of this agreement.

Agency shall submit the following documentation to the Contractor at the times specified:

- (a) Documents required on or before September 15, 1995:
 - A comprehensive line item budget for all expenditures hereunder.
 - Mobilization Report
 - Service Area Plan Information
- (b) Documents required on or before November 15, 1995:
 - First Quarter Expenditure Report (July 1- September 30)
- (c) Documents required on or before January 1, 1996:
 - December 1, 1995 IDEA census for both Part B and Part H, or Chapter 1, as required and other reports required by IDEA.
- (d) Documents required on or before February 15, 1996:
 - Second Quarter Expenditure Report (October 1 - December 31)
- (e) Documents required on or before May 15, 1996:
 - Third Quarter Expenditure Report (January 1 - March 30)
- (f) Documents required on or before July 31, 1996:
 - Fourth Quarter Expenditure Report (April 1 - June 30)
 - Final Expenditure Report

Contractor may additionally require Agency to provide information and other reports as reasonably requested for the purpose of developing the annual agreement and biennial legislative budget.

5. **EI/ECSE Service Area Plan.**

Agency shall provide information needed by Contractor for development of an annual service area plan which Contractor must submit by October 1, 1995 to the Oregon

Department of Education. For the plan, Agency will provide to Contractor on or before September 15, 1995.

- (a) Written assurances that it is providing services to eligible EI/ECSE children in Agency in compliance with applicable state and federal regulations including IDEA, ORS 343.365 to 343.534, and related Oregon Administrative Rules.
- (b) A written description of the organizational structure for service delivery in Agency.
- (c) A written description of the services provided by Agency.
- (d) A written description of any contractor approved subcontracts or interagency agreements.
- (e) Written description of the method to be used by Agency for monitoring subcontractors to assure compliance with subcontract requirements, and appropriate expenditure of subcontract funds.
- (f) EI/ECSE Inservices held from July 1 to present and planned inservice dates for the current school year.

6. **Regional Coordination.**

Agency shall participate in scheduled regional meetings with Contractor, Agencies and agency subcontractors. The purpose of these meetings will be to exchange information, problem solve, and network.

Agency shall participate in and support the activities of the Local Advisory Council.

7. **Equipment.**

"Equipment" means nonconsumable items purchased hereunder at a cost of \$500 or more. Agency must obtain prior Contractor approval for the purchase of equipment. The Agency shall maintain an inventory of capital equipment purchased with agreement funds. This equipment is considered the property of the State of Oregon.

8. **Subcontracts.**

Agency may subcontract for student services required hereunder.

All subcontractors and subcontracts for services hereunder must be first approved by the Contractor prior to the execution of the subcontract.

Before a subcontractor can be identified, the Contractor with Agency assistance will seek the advice and assistance of the EI/ECSE Local Advisory Council and consider the

Council's recommendations. The procedures for seeking the Local Advisory Council's input are those prescribed by the Oregon Department of Education.

The form of agreement used by Agency to obtain subcontract services hereunder shall incorporate the provisions of this agreement and require the subcontractor to do those things necessary to accomplish the tasks prescribed herein as well as comply faithfully with the requirements hereof. Subcontractor's services shall comply with all applicable requirements for EI/ECSE services including, but not limited to, student service delivery, reporting, fiscal accountability, budgeting, approval of expenditures for direct and indirect services and expenses, and program evaluation.

No contractual relationship shall exist between Contractor and any Agency subcontractor. For the purposes of administration of this agreement, Agency subcontractors shall be deemed Agency employees and Agency shall have total responsibility to Contractor for Agency subcontractor's means to achieve work product and the work product.

9. Payment for Services.

The Oregon Department of Education by agreement with the Contractor has assured Contractor that sufficient State funds are available to finance the cost of this agreement within its current budget. The Oregon Department of Education and Contractor do not assure Agency and its subcontractors that federal funding necessary for these services will continue to be available.

This funding includes the following:

<u>Type of Service</u>	<u>Amount</u>
Early Intervention/Early Childhood Special Education	\$77,000

Funds must be expended according to the budget provided for at part 4, "Reporting." Agency may transfer within the Early Intervention budget or the Early Childhood Special Education budget; however, the total transfers may not vary any one of the line items more than 10 percent from its original amount without prior written approval by the Contractor.

If transfers do vary one of the line items more than 10 percent without prior written Contractor approval, Agency shall pay that dollar amount to Contractor from Agency moneys or Contractor will withhold a similar amount from moneys due and owing Agency for services rendered.

Agency shall provide the services, reports and all other things required hereunder within the total agreement price specified above. The total agreement price is the maximum compensation and any costs incurred beyond that shall be borne by the Agency. No costs incurred prior to the effective date or after the expiration date of this agreement, shall be assigned as costs under this agreement unless specifically approved by the Oregon

Department of Education. This agreement will not be amended after June 30 of the agreement year. Any funds not expended by June 30, 1996, for the 1995-96 contract year must be refunded to the Contractor for return to the Department of Education.

For the 1995-96 contract year, payments will be made as follows:

- (a) Contractor will pay to Agency 20 percent of the total contract amount upon signing the contract, and 10% each month thereafter; the final 5% payment will be based on actual expenditures to date not to exceed total amount in contract.
- (b) By July 31, 1996 Agency and Contractor shall make a financial adjustment according to Agency's actual eligible expenditures hereunder for this agreement.
- (c) By August 1, 1996, final amount based on actual expenditure through June 30, 1996, not to exceed contract total.

Each of the foregoing payments and the final adjustment shall be subject to adjustment based on later determination by the State or Federal Government regarding eligibility of expenditures or contractual compliance.

10. **Program Capacity.**

This agreement presumes the Agency will service the number of children specified in part 9, "Payment for Service." The Department of Education may, from time to time, direct the Contractor to reduce and the Contractor will reduce proportionately the amount of this agreement if enrollments of eligible children are below 90 percent of that estimated number of children. Contractor will provide Agency 7 days written notice of any proposed reduction based on under enrollments. Notice will be delivered by certified mail or in person. If the number of children served exceeds 125 percent of the estimated number of children, Agency may submit a written request and payment for services will be renegotiated.

11. **Eligible Costs.**

Agency direct costs of performance of this agreement, which are properly documented, are eligible costs under the agreement. The typical direct costs are: (a) Compensation of employees for time devoted to and identified specifically to the performance of the agreement; (b) Costs of materials identified as acquired, consumed or expended specifically for the purpose of the agreement; (c) Equipment and other approved capital outlays authorized as specified in Part 7; (d) Similar eligible costs of subcontractors; (e) Travel expenses specifically incurred in the performance of the agreement. Mileage shall be paid at Agency's standard employee mileage reimbursement rate.

Agency indirect costs of performance of this agreement are eligible costs under the agreement. These costs may be claimed for reimbursement at the rate approved by the Contractor based upon the information reported on Form 3118 or 8 percent whichever is

lesser. Indirect costs may only be charged to direct costs and may not include the purchase of consumable and nonconsumable items, subcontracts, fines and penalties, debt service or contingencies.

12. **Program Monitoring/Evaluation.**

Agency will be evaluated by Contractor using procedures prescribed by the Oregon Department of Education. The evaluation results are reported to the Oregon Department of Education.

Agency will assist Contractor in fulfilling Contractor's obligation to the Oregon Department of Education to monitor and evaluate Agency and the performance of Agency subcontractors hereunder including, but not limited to, the progress and records of children served by the Agency to assure:

- (a) That all enrolled children meet eligibility requirements for the services for which they are enrolled.
- (b) That the number of enrolled children is at least 90 percent of the estimated number of children reflected in this agreement. (See part 10, "Program Capacity.")
- (c) That the services provided and the records maintained documenting those services meet all federal and state requirements for the programs.

13. **Due Process / Mediation / Costs.**

In those cases where due process hearings are requested to resolve disputes regarding an eligible child, the Oregon Department of Education has accepted responsibility for the attorney fees and similar costs related to those procedures. When mediation is requested the ODE has accepted responsibility for the cost of the mediator. The indemnity obligation set forth in part 14, "General," does not apply to and is not impaired by this part.

14. **General.**

Confidentiality

Each employee assigned under this contract by agency shall be carefully instructed and supervised regarding:

- 1. The confidentiality of information learned about students and their families and all records regarding students and their families.
- 2. Maintaining a professional relationship with students and their families and avoiding any behavior which tends to undermine the professional character of that relationship.

Audits. The Agency shall facilitate the Oregon Department of Education's and Contractor's on-site or other audits of financial, statistical and program relating to financial, student records, and programs relating to Agency and its subcontractor's performance under this agreement.

Liability/Indemnification. Agency shall defend, save and hold harmless the State of Oregon, the Oregon Department of Education, and the Portland Public Schools, their officers and employees, from all claims, lawsuits or actions of whatsoever nature resulting from or arising out of the activities of the Agency its agents, employees and subcontractor under this agreement.

Limitation on Use of Funds. Funds received by the Agency and its subcontractors hereunder shall not supplant resources otherwise available in the County for services but shall be used to establish services in addition to those provided through the other resources.

Termination. This agreement may be terminated by either party, upon 7 days written notice and delivered by certified mail or in person. Prior to the actual termination of services provided for under this agreement, the parties shall plan a system for continuation of services to eligible children.

MULTNOMAH COUNTY
HEALTH DEPARTMENT
426 SW Stark
Portland, OR 97204

PORTLAND PUBLIC SCHOOLS

By Beverly Stein
Beverly Stein
Title Multnomah County Chair
Date August 10, 1995

By _____
Title _____
Date _____

By Billi Odgaard
Billi Odgaard
Title Health Department Director
Date 7/21/95

By Jan Wallinder
Jan Wallinder, Program Manager
Date 7/25/95

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

By Katie Gaetjens
Katie Gaetjens
Date 8/1/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 8/10/95
DEE BOGSTAD
BOARD CLERK

MEETING DATE: AUG 10 1995AGENDA NO: C-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Amendment to Revenue Contract from City of Gresham to Department of Community and Family Services, Which Extends the Contract Term to June 30, 1996 and Adds \$86,542 for FY 1995-96 Emergency Basic Needs Services to Homeless and Low Income People

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: ConsentDEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Rev EspañaTELEPHONE: 248-3691BLDG/ROOM: B166/7thPERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rev España**ACTION REQUESTED:**

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Department of Community and Family Services has received an amendment to the revenue contract from the City of Gresham, to cover services through June 30, 1996. The amendment extends the term of the original contract through June 30, 1996 and adds \$86,542 for FY 1995-96 services. The contract funds transitional housing, bilingual case management, and emergency housing vouchers for low income and homeless households in East County. The Department contracts for these services with community-based agencies.

The funds are already included in the Adopted County Budget.

8/11/95 originals to Cella Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

ORDEPARTMENT MANAGER: Lorenzo Poe**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

S:\ADMIN\CEU\CONTRACT\GRESH96.BCC

MULTI-COPY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 12, 1995

SUBJECT: Amendment to Intergovernmental Revenue Agreement between City of Gresham and
Department of Community and Family Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the amended revenue agreement from the City of Gresham, for the period July 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the revenue agreement from the City of Gresham, which funds emergency basic needs services for low income and homeless people in East County. The amendment extends the term of the agreement to June 30, 1996 and adds \$86,542 for FY 1995-96.

III. Financial Impact: The funds are already included in the Adopted County Budget.

IV. Legal Issues: The contract amendment extends the contract term from June 30, 1995 to June 30, 1996. Although the extension is occurring after June 30, 1995, contract language allows for such extension, and the provisions allowing this action are cited in the amendment. Review by attorneys for the City of Gresham and Multnomah County have indicated this is acceptable and legal.

V. Controversial Issues: none

VI. Link to Current County Policies: This contract funds services to help people stabilize their housing and become economically self-sufficient. The services relate to public safety benchmarks by providing preventive support for financially-strapped people, and they foster cultural diversity among people being served.

VII. Citizen Participation: The Community Action Commission is involved in reviewing these services.

VIII. Other Government Participation: The intergovernmental agreement demonstrates cooperation and coordination in planning and implementation of low income service programs by the City of Gresham and Multnomah County.

S:\ADMIN\CEU\CONTRACT\GRESH96.MEM

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103535

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Amendment # 01

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>8/10/95</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: Community & Family Services

Division: _____

Date: July 12, 1995

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract: _____

Amendment extends contract term and adds funding for FY 1995-96 to pay for transitional housing, bilingual case management, and emergency housing vouchers.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is ☐ JMBE ☐ WBE ☐ JQRF

Contractor Name: City of Gresham Mailing Address: 1333 NW Eastman Parkway Gresham, OR 97030 Phone: (503)669-2643 Employer ID# or SS#: _____ Effective Date: July 1, 1995 Termination Date: June 30, 1996 Original Contract Amount: \$67,801 Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$86,542 Total Amount of Agreement: \$ 154,343	Remittance Address (if different) _____ <table style="width:100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Polmas* Date: 7/21/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: *Katie Gurt* Date: 8/1/95

County Chair/Sheriff: *Melvin Klein* Date: 8/10/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
01	156	010	1250			2774				\$86,542	

If additional space is needed, attach separate page. Write contract # on top of page.

City of Gresham
1333 NW Eastman Parkway
Gresham, OR 97030

Project #: 1731
Amendment #: 1
Program Year: 1995-96

INTERGOVERNMENTAL AGREEMENT COVER SHEET

Project Title: Multnomah County Public Service IGA

Contractor's Name: Multnomah County, Community & Family Services Division

Contractor's Authorized Representative: John Pearson 248-3999 ext: 2612
Phone No.

Mailing Address: 421 SW 6th Ave. #700.
Portland, OR 97204-1618

Employer's I.D. No. 93-6002309

Contract Amount: \$86,542

Contract Effective Date: July 1, 1995

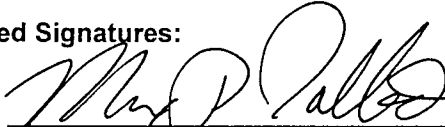
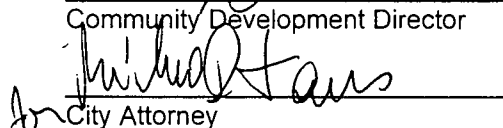
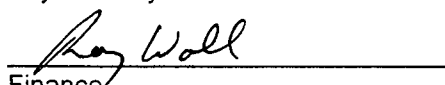
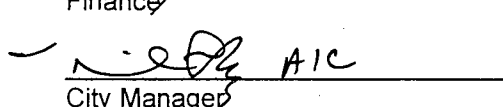
Termination Date: June 30, 1996

Short Description: IGA consists of 3 public service projects: Transitional Housing by Human Solutions, Inc., Bilingual Case Management Services by Catholic Charities, and Emergency Vouchers by the County.

City Liaison Officer: Pete von Christierson 669-2643
Phone No.

Contract Prepared Under Council Action/Date: Resolution 1935, May 16, 1995.

Required Signatures:

 Community Development Director	<u>6/23/95</u> Date
 City Attorney	<u>6-21-95</u> Date
 Finance	<u>6/22/95</u> Date
 City Manager	<u>6/30/95</u> Date

1995-96 AMENDMENT
to
INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY
and
CITY OF GRESHAM
for the
ADMINISTRATION OF PUBLIC SERVICES GRANTS

This Amendment to the Intergovernmental Agreement (IGA) between Multnomah County and City of Gresham for the Administration of Public Service Grants, dated October 27, 1994, extends the IGA to June 30, 1996, adds a grant of \$86,542 and revises Scope of Work objectives, as authorized in the IGA, Section V. D., page 6.

This Amendment makes the following changes to the IGA:

1. Insert to Introduction, line 3, after "\$67,801":

"for use in 1994-95 and \$86,542 for use in 1995-96"

2. Add to Recital, No. 5, page 1:

"The Gresham City Council has by Resolution No. 1935, May 16, 1995, authorized \$86,542 of CDBG funds to be used during the period July 1, 1995, to June 30, 1996, as follows:

- \$42,895 for Transitional Housing operated by Human Solutions, Inc.,
- \$38,438 for Bilingual Case Management Services operated by Catholic Charities, and
- \$5,209 for Emergency Housing Voucher Program operated by Community and Family Services Division of Multnomah County.

3. Insert below I., third paragraph, page 2:

The County will work with the City to develop appropriate benchmark or outcome measurements for each project and will implement a measurement system and data collection system for each project.

4. Revise I. A. 1. a., page 2, to read:

a. Willow Tree Inn Transitional Housing:

Within the Willow Tree Inn Facility, Human Solutions, Inc. will provide 34 unit-months at a cost of \$609.30 per unit, per month not to exceed a total cost of \$20,716 in 1995-96. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit.

5. Revise I. A. 1. b., page 2, to read:

b. Eastwood Court Transitional Housing:

Within the Eastwood Court Facility, Human Solutions, Inc. will provide 2.0 units for 12 months, or 24 unit-months at a cost of \$319.71 per unit per month not to exceed a total cost of \$7,673 in 1995-96. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit.

6. Insert I.A.1.c., page 2, to read:

c. 522 hours of case management services at a cost of \$27.75 per hour not to exceed a total cost of \$14,506 in 1995-96. Case management services include, but are not limited to, intake, assessment, family plan preparation, plan monitoring and referral to appropriate services.

7. Insert to I. A. 7., page 3, after "\$20,442":

"for use in 1994-95 and \$42,895 for use in 1995-96"

8. Revise I. B. 1., page 3, to replace "1,877 case management hours" with "1,725 case management hours in 1995-96."

9. Revise I. B. 2., page 3, at the end second line, delete "include", and insert:

"be provided as needed and as services or funds for services are available."

10. Insert to I. B. 7., page 4, after "\$41,817":

"for use in 1994-95 and \$38,438 for use in 1995-96"

11. Revise I. C. 1., page 4, by replacing "182" with "171 voucher-nights in 1995-96."

12. Insert to I. C. 8., page 4, after "\$5,542":

"for use in 1994-95 and \$5,209 for use in 1995-96"

13. Insert to II., third paragraph, page 5, after "(\$67,801)":

"for use in 1994-95 and EIGHTY-SIX THOUSAND, FIVE HUNDRED AND FORTY-TWO DOLLARS (\$86,542) for use in 1995-96."

The Term of this Amendment shall be effective as of July 1, 1995 and shall terminate as of June 30, 1996, or later if extended under the terms stated in Section V. D., page 6 of the IGA..

Dated this 10th day of August, 1995.

CITY OF GRESHAM

MULTNOMAH COUNTY

Bonnie R. Kraft AIC 6/30/95
Bonnie R. Kraft, City Manager / Date

Beverly Stein 8/10/95
Beverly Stein, Chair / Date

Lorenzo T. Poe 7/21/95
Lorenzo T. Poe, Director / Date
Community and Family Services Division

APPROVED AS TO FORM:

REVIEWED:

Richard Faus 6-21-95
for Richard Faus / Date
City Attorney

Katie Surf 8/11/95
for Laurence Kressel / Date
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

8/10/95

NAME

ADDRESS

Richard L Koenig
PO BOX 15045

STREET

Portland, OR. 97217

CITY

ZIP

SEE ATTACHED

I WISH TO SPEAK ON AGENDA ITEM NO.

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2
PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME

TOM CRPPER

ADDRESS

PO BOX 18025

STREET

PORTLAND

97218

CITY

ZIP

"County Fair"

I WISH TO SPEAK ON AGENDA ITEM NO. R-1

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

R-1
8/10/95

DATE: 8/10/95

TO: Bev Stein and Sharron Kelley, Multnomah Co. Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Bev and Sharron:

Last year one of the "mediators" from the Multnomah County Family Services Department went to the annual conference of the Academy of Family Mediators. During one of the workshops he participated in, I heard someone ask about the tools that his program used for evaluating effectiveness. He responded that his program used an "anonymous client survey". He went on to say that about 90% of the respondents reported that the program was "helpful". This was very interesting, in that he had already provided me with a copy of a program audit which indicated his program's agreement rate was about 35%.

Back in Multnomah County, I asked this "mediator" for a look at the "anonymous client surveys". I was told that he could not allow anyone to see them because there was "client identifying information" contained in them. I explained again, to no avail, that I only wanted a look at the "anonymous client surveys", not the ones with "client identifying information".

All this raised questions which have not yet been answered.

What is clear is that there are **no adequate tools for monitoring and evaluating** the mediation program.

A properly designed "anonymous client survey" which could be subjected to independent audit could be an adequate tool. Proper design means that information would be generated which would allow for precise targeting of problems, including, but not limited to the following questions; are the mediators neutral, are they capable of power balancing, are they equipped to educate their clients, was each case given enough time? These questions need to be framed so that there is no ambiguity in the responses.

If a client has a problem with an assigned mediator, there must be an avenue for immediate redress and reassignment. The avenue must include an exit for mediation staff who sustain "X" number of similar complaints, registered within "Y" period of time.

The County Auditor should monitor the cost/benefit ratio, and make recommendations regarding privatization.

The bottom line here is not job loss, it's quality control. Let's help the "adult children" of tomorrow be the most they can be.



Richard L. Koenig
P.O. Box 15045
Portland, OR 97215

13

PLEASE PRINT LEGIBLY!

MEETING DATE

8/10/

NAME

GEORGE RICHARDSON

ADDRESS

220 NW 2ND

STREET

POMEROY

OK 97209

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: AUG 10 1995

AGENDA NO: A-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Transfer of Tax Foreclosed Properties to Northeast Community Development Corporation

BOARD BRIEFING Date Requested: August 1, 1995

Amount of Time Needed: 30 minutes

REGULAR MEETING: Date Requested: August 10, 1995

Amount of Time Needed: 20 minutes

DEPARTMENT: Community & Family Services DIVISION: CD Program

CONTACT: H.C. Tupper; Cecile Pitts TELEPHONE #: 248-3114; 248-3044
BLDG/ROOM #: B166/500 CAPO/CD

PERSON(S) MAKING PRESENTATION: H.C. Tupper, Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Northeast Community Development Corporation has requested the Tax Foreclosed properties on the attached list for the Nehemiah Housing Opportunity Program.

If these requests are approved, development of these properties will begin prior to December 31, 1995. 8/10/95 copies to HC Tupper

Information required by Ordinance 795 is attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Ref Lorenzo Rae

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

0516C/63

6/93

1995 AUG - 2 AM 11:27
CLERK OF
MULTNOMAH COUNTY
OREGON



**MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
Public Hearing Notice**

**Time: 10:00 AM, Thursday,
August 10, 1995**

**Place: Multnomah County Courthouse
Room 602
1021 SW 4th Ave., Portland, Oregon**

SUBJECT OF THE HEARING:

Review of the property transfer requests made by the Northeast Community Development Corporation under the authority of County Ordinance #795. The County received transfer requests for the following properties:

LEGAL DESCRIPTION AND LOCATION:

Lot 3, Block 8, ALBINA HOMESTEAD ADDITION; Commonly known as the former 3957 Northeast Garfield Ave., Portland, OR.

The South 34.4 Feet of Lot 11, Block 6, CENTRAL ALBINA ADDITION; Commonly known as the former 4412 North Albina Ave., Portland, OR.

The North 15.6 Feet of Lot 11, Lot 12, Block 6, CENTRAL ALBINA ADDITION; Commonly known as the former 4420 North Albina Ave., Portland, OR.

Lot 13, Block 19, CENTRAL ALBINA ADDITION; Commonly known as 3946 North Albina Ave., Portland, OR.

Lot 3, Block 17, CENTRAL ALBINA ADDITION; Commonly known as the former 4515 North Gantenbein Ave., Portland, OR.

Lots 1 and 2, Block 2, CONCORD HEIGHTS ADDITION; Commonly known as the former 1302 Northeast Emerson St., Portland, OR.

Lot 12, Block 22, LINCOLN PARK ADDITION; Commonly known as the former 3803 Northeast Eighth Ave., Portland, OR.

Lot 14, Block 22, LINCOLN PARK ADDITION; Commonly known as the former 3613 Northeast Grand Ave., Portland, OR.

Lot 5, Block 8, MAEGLY HIGHLAND ADDITION; Commonly known as the former 4635 Northeast Mallory Ave., Portland, OR.

Lot 9, the North 10 Feet of Lot 11, Block 28, MULTNOMAH ADDITION; Commonly known as 3723-37237 North Missouri Ave., Portland, OR.

Lot 5, the North one-half of lot 7, Block 36, MULTNOMAH ADDITION; Commonly known as the former 3621 North Albina Ave., Portland, OR.

The South one-half of Lot 7, Block 36, MULTNOMAH ADDITION; Commonly known as the tract south of the former 3621 North Albina Ave., Portland, OR.

The South one-half of Lots 8 and 9, Block 16, NORTH ALBINA ADDITION; Commonly known as the tract south of 5817 North Michigan Ave., Portland, OR.

Lot 2, Block 4, NORTH IRVINGTON ADDITION; Commonly known as the former 3968 Northeast Seventh Ave., Portland, OR.

Lots 57, 58, 59 and 60, Block 2, ROSELAWN ANNEX ADDITION; Commonly known as the former 1106 Northeast Roselawn St., Portland, OR.

Testimony concerning the proposed transfers will be heard at a meeting of the Board of County Commissioners to be held the 10th of August, 1995, at 10:00AM, or as soon thereafter as the matter may be heard, in Room 602, Multnomah County Courthouse, 1021 SW 4th Avenue, Portland, Oregon, that being the time and place of the regular weekly meeting of the Board of County Commissioners.

Published July 27th & August 3, 1995



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION (503) 248-3691
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

TO: Multnomah County Chair
Board of County Commissioners

VIA: Lorenzo T. Poe Jr, Director *Lorenzo Poe Jr*
Department of Community and Family Services

FROM: Cecile Pitts, CAPO/Community Development *Cecile Pitts*
HC Tupper, Housing Coordinator

RE: Public Hearing and Action on the Request for Transfer of
Tax Foreclosed Property by North East Community
Development Corporation (NECDC)

DATE: July 25, 1995

I. Recommendation/Action Requested:

The Board of County Commissioners is recommended to conduct a public hearing and take action on the request by the North East Community Development Corporation for transfer of tax foreclosed properties. The request is made under the terms of County Resolution 89-167.

Included is a draft Board Order, a listing of the requested properties containing required information, and a draft deed to be executed after the Board takes action.

II. Background/ Analysis:

The request is made as part of the Multnomah County commitment to the NECDC Nehemiah Project which is designed to provide decent, safe, and sanitary living accommodations for first time home buyers. The County commitment is to transfer 130 tax foreclosed properties to NECDC for no consideration from the neighborhoods of King, Humboldt, Boise, and Vernon. The commitment shall continue as long as NECDC shall sponsor and administer the Nehemiah Housing Opportunity Program contained in Title VI of the Housing and Community Development Act of 1987 and 24 CFR Part 280.

III. Financial Impact:

According to the terms of Resolution 89-167, the county is being requested to transfer the attached listing of property to NECDC for no consideration. These are the same terms which were agreed to when the County made its original commitment to NECDC for the Nehemiah Project. There is no additional financial impact resulting from this action.

IV. Legal Issues:

State of Oregon statute and Multnomah County ordinance allow for transfer of tax foreclosed properties to governmental agencies and non profit corporations for low income housing and public uses.

Both State statute and County ordinance require the Board of County Commissioners to hold a hearing on the proposed transfers to consider whether the transfers serve a public interest.

Based on the findings from the hearing the transfers can be completed by approving the attached ORDER that the Chair of the Commission execute a deed conveying titles to NECDC for the identified properties.

V. Controversial Issues:

The donation of tax foreclosed property for no consideration is a public policy issue.

VI. Line to Current County Policies:

The donation is consistent with the County's on-going commitment for 130 properties to the North East Community Development Corporation for the Nehemiah Project. The Project is supported by countywide housing policy.

VII. Citizen Participation:

Throughout the life of the county commitment to the 130 properties for the Nehemiah Project, the public have had opportunity in public meeting and hearing to comment on the Project and the donation commitment. The hearing scheduled on August 10 will be the first opportunity for the public to comment on the donation of these specific properties to the Nehemiah Project.

A notice of the hearing and list of effected properties are scheduled to appear in the Oregonian on July 27 and August 3.

VIII. Other Government Participation:

The Nehemiah Project sponsored by NECDC is located in the City of Portland and has the support and participation of the City, the State of Oregon and the federal government.

BEFORE THE BOARD OF COUNTY COMMISSIONER
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving Requests)	
for Transfers of Tax Foreclosed)	
Properties to Northeast Community)	ORDER
Development Corporation (NECDC) for)	95-175
Low Income Housing Development)	

WHEREAS, Multnomah County acquired the real property as listed on Attachment 1 through the foreclosure of liens for delinquent taxes, and

WHEREAS, State of Oregon statute and Multnomah County ordinance allow for transfer of Tax Foreclosed Properties to governmental agencies and non-profit corporations for low income housing and public purposes, and

WHEREAS, the Northeast Community Development corporation has requested transfers of the listed properties located in the City of Portland, Multnomah County, Oregon to be used and to continue to be used for low income housing by the Northeast Community Development Corporation, and

WHEREAS, after holding a public hearing on the requested transfers, as required by State of Oregon statute and Multnomah County ordinance, the Multnomah County Board of Commissioners determine that it is in the interest of the County that the transfer be made and that the deed be given as soon as title is cleared.

NOW THEREFORE, it is ORDERED:

1. The County approves transfers of the tracts of land identified in Attachment 1 to NECDC for the purpose of providing decent, safe and sanitary housing under the Federal Nehemiah Housing Opportunity Program (NHOP) contained in Title VI of the Housing and Community Development Act of 1987 and 24 CFR Part 280.

2. The Chair is authorized to execute deeds of conveyances without consideration for the tracts listed in Attachment 1 at any time after the approval of this ORDER.

3. Transfers of property to NECDC for the Nehemiah Housing Opportunity Program shall be subject to the following conditions:

(a) Grantee shall execute and deliver to Multnomah County a security interest document, either a mortgage or real property trust deed, satisfactory to the County, as security for performance by grantee, its successors and assigns, of the obligation to pay Multnomah County the sum of all canceled

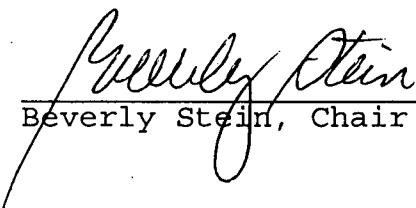
real property taxes, the cost of foreclosure attributable to the tract conveyed, and maintenance costs incurred by the County prior to transfer, if:

- (i) The tract is conveyed to persons or entities not qualified for housing assistance under the Nehemiah Housing Opportunity Program (NHOP);
 - (ii) Renovation, rehabilitation, or construction of housing eligible for federal assistance under NHOP is not completed within 36 months after the date of the conveyance; or
 - (iii) NECDC becomes ineligible to receive NHOP federal funds.
- (b) The Chair is authorized to execute such agreements as are necessary to subordinate the security interest described in Paragraph 3 (a) above to any liens necessary to secure predevelopment and construction financing for renovation, rehabilitation, or construction under the NHOP.
- (c) When NECDC transfers the property to a purchaser qualified under NHOP, the County will cancel taxes and costs, and execute such documents as are necessary to release the lien.

Dated at Portland Oregon this 10th day of August, 1995.

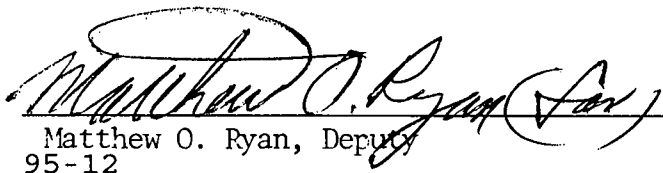


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County


Matthew O. Ryan, Deputy
95-12

PROPERTIES REQUESTED FOR TRANSFER BY NECDC
JULY 17, 1995

<u>NUMBER</u>	<u>MAP</u>	<u>ADDITION</u>	<u>PROPERTY ADDRESS</u>	<u>USE</u>	<u>SIZE</u>	<u>VALUE</u>	<u>TAXES</u>
01050-2120	2630	ALBINA HMSTD	FORMER 3957 NE GARFIELD AVE	VAC LOT	5,000	\$ 1,800	\$5,156.98
14680-0780	2629	CENTRAL ALBINA	FORMER 4412 N ALBINA AVE.	VAC LOT	3,400	\$ 2,400	\$1,915.66
14680-0790	2629	CENTRAL ALBINA	FORMER 4420 N ALBINA AVE.	VAC LOT	5,000	\$ 3,300	\$3,092.45
14680-3110C	2629	CENTRAL ALBINA	3946 N ALBINA AVE	RES SGL	5,000	\$27,700	\$8,213.07
14700-2180	2530	CENTRAL ALBINA	FORMER 4215 N GANTENBEIN AVE.	VAC LOT	5,000	\$28,300	\$5,202.05
17560-0220	2531	CONCORD HTS	FORMER 1302 NE EMERSON ST	VAC LOT	4,250	\$ 2,300	\$3,643.54
49710-0620	2631	LINCOLN PARK	FORMER 3803 NE 8TH AVE	VAC LOT	5,000	\$53,100	\$7,385.23
49710-3660	2631	LINCOLN PARK	FORMER 3613 NE GRAND AVE	VAC LOT	5,000	\$ 1,600	\$2,206.56
52670-2660	2530	MAEGLY HIGHLAND	FORMER 4635 NE MALLORY AVE	VAC LOT	5,000	\$ 1,800	\$2,282.66
59190-4680	2629	MULTNOMAH	3723-3727 N MISSOURI AVE	RES MULT	6,000	\$26,000	\$3,987.15
59190-6630	2629	MULTNOMAH	FORMER 3621 N ALBINA AVE	VAC LOT	7,500	\$12,000	\$4,139.74
59190-6640	2629	MULTNOMAH	S. OF FORMER 3621 N ALBINA	VAC LOT	2,500	\$ 7,600	\$2,802.76
61030-1430	2429	NORTH ALBINA	S. OF 5817 N MICHIGAN AVE	VAC LOT	5,000	\$ 5,100	\$1,730.41
61150-0910	2631	NORTH IRVINGTON	FORMER 3968 NE 7TH AVE	VAC LOT	6,300	\$ 1,900	\$1,435.16
72530-0530	2531	ROSELAWN ANNEX	FORMER 1106 NE ROSELAWN ST.	VAC LOT	8,500	\$13,800	\$3,791.20

NOTE: All the above properties, proposed for conveyance to NECDC, were deeded to Multnomah County in October, 1994; with the exception of 14680-3110, acquired in December, 1994 and 59190-4680, acquired in October, 1991.

ATTACHMENT 2

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to the NORTHEAST COMMUNITY DEVELOPMENT CORPORATION, an Oregon non-profit corporation, the following described properties in the City of Portland, County of Multnomah, Oregon:

Lot 3, Block 8, ALBINA HOMESTEAD ADDITION; Commonly known as the former 3957 Northeast Garfield Ave., Portland, OR. Tax account number: R-01050-2120; Deed number: D961215.

The South 34.4 Feet of Lot 11, Block 6, CENTRAL ALBINA ADDITION; Commonly known as the former 4412 North Albina Ave., Portland, OR. Tax account number: R-14680-0780; Deed number: D961216.

The North 15.6 Feet of Lot 11, Lot 12, Block 6, CENTRAL ALBINA ADDITION; Commonly known as the former 4420 North Albina Ave., Portland, OR. Tax account number: R-14680-0790; Deed number: D961217.

Lot 13, Block 19, CENTRAL ALBINA ADDITION; Commonly known as 3946 North Albina Ave., Portland, OR. Tax account number: R-14680-3110; Deed number: D961218.

Lot 3, Block 17, CENTRAL ALBINA ADDITION; Commonly known as the former 4515 North Gantenbein Ave., Portland, OR. Tax account number: R-14700-2180; Deed number: D961219.

Lots 1 and 2, Block 2, CONCORD HEIGHTS ADDITION; Commonly known as the former 1302 Northeast Emerson St., Portland, OR. Tax account number: R-17560-0220; Deed number: D961220.

Lot 12, Block 22, LINCOLN PARK ADDITION; Commonly known as the former 3803 Northeast Eighth Ave., Portland, OR. Tax account number: R-49710-0620; Deed number: D961221.

Lot 14, Block 22, LINCOLN PARK ADDITION; Commonly known as the former 3613 Northeast Grand Ave., Portland, OR. Tax account number: R-49710-3660; Deed number: D961222.

Lot 5, Block 8, MAEGLY HIGHLAND ADDITION; Commonly known as the former 4635 Northeast Mallory Ave., Portland, OR. Tax account number: R-52670-2660; Deed number: D961223.

**AFTER RECORDING RETURN TO:
NORTHEAST COMMUNITY DEVELOPMENT CORPORATION
4114 NORTH VANCOUVER AVENUE
PORTLAND, OR 97217**

Lot 9, the North 10 Feet of Lot 11, Block 28, MULTNOMAH ADDITION; Commonly known as 3723-3727 North Missouri Ave., Portland, OR. Tax account number: R-59190-4680; Deed number: D961224.

Lot 5, the North one-half of Lot 7, Block 36, MULTNOMAH ADDITION; Commonly known as the former 3621 North Albina Ave., Portland, OR. Tax account number: R-59190-6630; Deed number: D961225.

The South one-half of Lot 7, Block 36, MULTNOMAH ADDITION; Commonly known as the tract south of the former 3621 North Albina Ave., Portland, OR. Tax account number: R-59190-6640; Deed number: D961226.

The South one-half of Lots 8 and 9, Block 16, NORTH ALBINA ADDITION; Commonly known as the tract south of 5817 North Michigan Ave., Portland, OR. Tax account number: R-61030-1430; Deed number: D961227.

Lot 2, Block 4, NORTH IRVINGTON ADDITION; Commonly known as the former 3968 Northeast Seventh Ave., Portland, OR. Tax account number: R-61150-0910; Deed number: D961228.

Lots 57, 58, 59 and 60, Block 2, ROSELAWN ANNEX ADDITION; Commonly known as the former 1106 Northeast Roselawn St., Portland, OR. Tax account number: R-72530-0530; Deed number: D961229.

This transfer is without monetary consideration.

**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED
HEREIN IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS.
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON OR
AGENCY ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH
THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES.**



Until a change is requested,
Please send all tax statements to:
Northeast Community Development Corporation
4114 North Vancouver Avenue
Portland, OR 97217

Date: August 10, 1995

Board of County Commissioners
Multnomah County, Oregon

Reviewed:

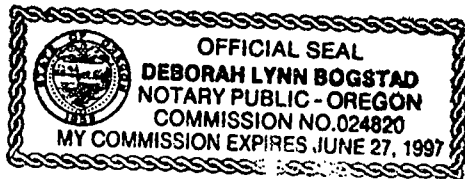
Matthew O. Ryan, Assistant County Counsel
Multnomah County, Oregon

Beverly Stein, Chair

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 10th day of August, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by the authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My commission expires: 6/27/97

MEETING DATE: AUG 10 1995AGENDA NO: R-3

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM*SUBJECT: Ratification of an Agreement with Lane County Department of Health & Human Services**BOARD BRIEFING*

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 MinutesDEPARTMENT: Community and Family ServicesCONTACT: Lorenzo Poe/

DIVISION: _____

TELEPHONE: 248-3691BLDG/ROOM: B166/7thPERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Norma Jaeger**ACTION REQUESTED:**☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Department of Community and Family Services Alcohol and Drug Program and Lane County Department of Health and Human Services Alcohol/Drug/Offender Program for the period May 1, 1995 through June 30, 1996. The agreement sets forth the terms under which the Contractor will provide Oregon Health Plan covered chemical dependency services to Oregon Medicaid recipients who are members of prepaid health plans.

8/10/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe mjs**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

bcc

1995 AUG - 2 AM 11:27
 MULTNOMAH COUNTY
 OREGON
 BOARD OF
 COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 24, 1995

SUBJECT: Intergovernmental Agreement with Lane County Department of Health and Human Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Agreement with Lane County Department of Health and Human Services-Alcohol/Drug/Offender Program, for the period May 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services (DCFS) has been authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans throughout the state of Oregon. This agreement sets forth the terms under which provider agencies will contract with DCFS, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled in prepaid health plans with which DCFS is under contract to provide services. The agreement attached is effective from May 1, 1995 through June 30, 1996.

III. Financial Impact: The agreement attached sets forth terms and conditions only. No funds pass through the County via this document.

IV. Legal Issues: The Oregon Health Plan has been approved by the Legislature.

V. Controversial Issues: N/A

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and medical care for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

(See Administrative Procedures CON-1)

Amendment #_

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

Date: JULY 24, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 166/700

Description of Contract: An agreement setting forth the conditions in which the Contractor will provide Alcohol & Drug Services under the Oregon Health Plan (OHP).

RFP/BID #: N/A -IGA Date of RFP/BID: Exemption Expiration Date:

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name:LANE COUNTY DEPT OF HEALTH & HUMAN SVC

Mailing Address:135 E 6TH ST. ALCOHOL/DRUG OFFENDER PR

Remittance Address (if different) _____

EUGENE OR 97401

Phone: 503-687-4463

Employer ID# or SS#: 93-6002303

Effective Date: MAY 1, 1995

Termination Date: JUNE 30, 1996

Original Contract Amount: \$

Total Amt of Previous Amendments:\$

Amount of Amendment: \$

Total Amount of Agreement: \$ _____ -0-

Payment Schedule

Terms

☐ Lump Sum \$_____ ☐ Due on Receipt

☐ Monthly \$_____ ☐ Net 30

[] Other \$_____ [] Other

[] Requirements contract - Requisition Required

Purchase Order No. _____

[] Requirements Not to Exceed \$_____

Encumber: Yes [] No []

REQUIRED SIGNATURES:

Date: 7/25/95

Date: _____

Date: 8/1/78
8/10/78

Date: 8/10/95

Date:

(Class I, Class II Contracts Only)

[illegible]

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **Department of Community and Family Services** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

And: **Lane County Department of Health & Human Services "Provider"**
Alcohol/Drug/Offender Program
135 E 6th Street
Eugene, OR 97401
Tax ID Number: 93-6002303

BACKGROUND

A. The Department of Community and Family Services ("CFSD") is a Department of Multnomah County that manages the provision of chemical dependency services through contracts with Essential Community Providers. CFSD is authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans.

B. Provider is (an Oregon _____ corporation/an Oregon partnership/ _____) that provides chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the terms under which Provider will contract with CFSD, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of the Prepaid Health Plan(s) with which CFSD is under contract to provide such services for Plan Members.

D. This Agreement shall incorporate by reference all applicable provisions of the Agreement(s) between CFSD and the Prepaid Health Plan(s) attached as Exhibit A, and all applicable provisions of the attached Prepaid Health Plan Agreement(s) and any amendments to the Agreement(s) shall become binding on Provider through this Agreement.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "CFSD" is defined in recital A above.

1.2 "Prepaid Health Plan" is an organization that is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP), and which has entered into a FCHP Agreement with the State of Oregon, Department of Human Resources, Office of Medical Assistance to provide Oregon Health Plan covered services to Oregon Medicaid Recipients who are enrolled as Members of the Prepaid Health Plan.

1.3 "Provider" is defined in the heading.

2. Effective Date, Term of Agreement, Renewal and Termination

2.1 Effective Date. This Agreement will be in effect on May 1, 1995.

2. Term. The initial term of this Agreement shall be to June 30, 1996 unless terminated earlier in accordance with the provisions of the Agreement(s) attached as Exhibit A.

2.3 Renewal. Unless either party gives the other party at least 30 days written notice that it intends for the Agreement to expire on the effective expiration date, this Agreement shall be automatically renewed annually for a renewal term of one year so long as the provisions of the Agreement(s) attached as Exhibit A remain in effect.

2.4 Termination. Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 90 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of the Agreement(s) attached as Exhibit A.

3. Amendments

3.1 Amendment by CFSD. This Agreement may be amended in writing by CFSD, and such amendment shall automatically become effective 31 days after written notice to Provider, unless specifically rejected by Provider in writing within 30 days of such written notice.

3.2 Amendment by Mutual Consent. This Agreement may be amended by written mutual agreement of the parties. Such amendments shall only be valid when reduced to writing, approved as required, and signed.

4. Assignment and Subcontracting.

4.1 Assignment. Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CFSD.

4.2 Subcontracting. This Agreement is personal between the parties, and Provider shall not subcontract, in whole or in part, any contractual duties without prior written approval by CFSD. Provider expressly acknowledges responsibility for performance of any subcontractor chosen without prior CFSD approval. Provider shall require its subcontractors to comply with the same terms and provide the same assurances as the Provider. Provider shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. This Agreement, including the Agreement(s) attached as Exhibit A and any amendments to the Agreement(s), shall be incorporated by reference in any Provider subcontracts, and all applicable provisions of this Agreement, the attachments and any amendments shall become binding on Provider's subcontractors through these subcontracts.

5. Integration and Severability.

5.1 Integration. This Agreement, including the Agreement (s) attached as Exhibit A, Proof of Provider's Insurance attached as Exhibit B and any program instructions hereby incorporated by reference, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

5.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.

6. Tax Compliance.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Multnomah County, Oregon

Provider

By _____
Program Manager
Alcohol and Drug

Date

By _____
Provider Executive Director

Date

By Lorenzo Poremas 7/25/95
Department Director
Community and Family Services

Date

By _____
Provider Board Chair

Date

By Beverly Stein 8/10/95
Beverly Stein
Multnomah County Chair

Date

REVIEWED:

Multnomah County Counsel

By Katie Gaetjens 8/1/95
Katie Gaetjens
Title Assistant County Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CFSD/Prepaid Health Plan Chemical Dependency Services Agreement(s)

CareOregon Health Plan

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between

CareOregon

and

Community and Family Services Department

Rev. 6/21/95

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CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **CareOregon** "CareOregon"
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831

And: **Community and Family Services Department** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

BACKGROUND

A. "CareOregon" is an assumed business name of Multnomah County, Oregon. The Multnomah County Health Department administers CareOregon. CareOregon is authorized to provide managed health care services for Oregon Medicaid recipients.

B. The Multnomah County Community and Family Services Department (CFSD), Alcohol and Drug Program, is a Department of Multnomah County that manages the provision of chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the duties and obligations undertaken by CareOregon and CFSD, including the terms under which CFSD will contract with Essential Community Providers to provide certain chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of CareOregon.

D. This Agreement shall be incorporated by reference in all contracts between CFSD and Providers of Chemical Dependency Services to CareOregon Members, and all applicable provisions of this Agreement shall become binding on Providers through these contracts.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Capitated Service Area" means a Service Area for which a Provider has agreed to assume full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

1.2 "Capitation Payment" means the amount CareOregon pays to CFSD for Members in Multnomah County or pays to a designated Provider for Members in a Capitated Service Area on a per Member, per month basis in accordance with Sections 7 and 8 as set forth on Exhibit B.

1.3 "CareOregon" is defined in Recital A above.

1.4 "CareOregon Policies" means the policies, procedures, protocols, forms and guidelines (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols, and credentialing procedures) adopted from time to time by CareOregon.

1.5 "CFSD" is defined in Recital B above.

1.6 "Chemical Dependency Services" means the subset of Covered Services to be provided by Providers to Members as listed on Exhibit B; specifically, those outpatient chemical dependency services that are those codes listed in the "Oregon Health Plan Services Categories Per Capita Costs February, 1994, through September, 1995", dated October 1, 1993. The term "Chemical Dependency Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement, OMAP Rules and OADAP Rules.

1.7 "Compensation" means the amount CareOregon pays to CFSD or Providers in accordance with Sections 7 and 8, as is listed in the Capitation and Fee-For-Service Rate Schedules set forth on Exhibit B.

1.8 "Covered Services" means those Medically Appropriate services and supplies specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, together with the optional services CareOregon has undertaken to provide under the OMAP Agreement. The term "Covered Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.9 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. If the definition of "Emergency Services" in OAR-410-141-000(17) is amended, the foregoing definition shall be amended accordingly.

1.10 "Essential Community Provider" means a program which has a current Letter of Approval or license from OADAP for the specified chemical dependency services it provides, and which has been so designated by OADAP as a recipient of public funding prior to May 1, 1995.

1.11 "Fee-For-Service Payment" means a fee-for-service payment based on the CareOregon fee-for-service rate schedules set forth on Exhibit B for any Covered Chemical Dependency Services that are provided to a Member.

1.12 "Interim Outpatient Services" means outpatient Chemical Dependency Services that are provided until an individual can begin receiving Chemical Dependency Services at the level indicated by OADAP-approved placement criteria. The purposes of the services are to reduce the adverse health effects of alcohol or drug abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Outpatient Services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing and of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV and TB treatment services if necessary. For pregnant women, Interim Outpatient Services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

1.13 "Intensive Outpatient Treatment Services" means outpatient Chemical Dependency Services that are structured non-residential evaluation, non-residential treatment and continued non-residential care services for those individuals who are abusing or are dependent on alcohol or other drugs and who need at least three face to face therapeutic contacts per week.

1.14 "Medical Director" means the physician licensed by the Oregon Board of Medical Examiners (BME) who serves as the medical director of CareOregon, or his or her so licensed designee.

1.15 "Medically Appropriate" means services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:

1.15.1 Consistent with the symptoms of a medical condition or treatment of a medical condition;

1.15.2 Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;

1.15.3 Not solely for the convenience of the Member or a provider of the service or medical supplies; and

1.15.4 The most cost effective of the alternative levels of service or medical supplies which can be safely provided the Member in Provider's judgment.

1.16 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.17 "Member" means an individual who is found eligible by an Oregon Department of Human Resources Division to receive services under one or more of the medical assistance programs administered by OMAP, who is enrolled with CareOregon and who has selected or been assigned to a primary care provider (PCP).

1.18 "Non-Emergency Services" means those Covered Services which are not Emergency Services.

1.19 "OADAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Alcohol and Drug Abuse Programs.

1.20 "OADAP Rules" means the administrative rules duly promulgated by OADAP under OAR Chapter 410.

1.21 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.22 "OMAP Agreement" means the Provider Services Agreement dated February 1, 1994 between OMAP and CareOregon, as amended from time to time.

1.23 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.24 "Participating Provider" means a health care professional, facility or supplier who has contracted with CareOregon to provide specified Covered Services to Members. A Provider which has a current contract with CFSD to provide Chemical Dependency Services is a CareOregon Participating Provider so long as this Agreement is in effect.

1.25 "PCP" means a primary care practitioner who is licensed, and who has contracted with CareOregon to provide Primary Care Services.

1.26 "Provider" is an Essential Community Provider which has entered into a contract with CFSD to provide Chemical Dependency Services to CareOregon Members, and which meets all other applicable requirements of this Agreement.

1.27 "Provider Manual" means the manual described in Section 6.2 that is provided by CareOregon to Participating Providers.

1.28 "Referring Provider" means a primary care practitioner or specialist referring a CareOregon Member for chemical dependency services.

1.29 "Service Area" means a geographical area with defined service boundaries which conform to the boundaries of Oregon counties.

1.30 "Specialist" means an individual who is licensed to provide specialty care services and who is under contract with CareOregon.

2. Representations and Warranties

2.1 Representations and Warranties of Providers. Each Provider shall represent and warrant to CareOregon as follows:

2.1.1 If Provider is an entity, Provider is duly organized, existing and in good standing under and by virtue of the laws of the State of Oregon;

2.1.2 The execution, delivery and performance of the Provider's contract with CFSD into which this Agreement has been incorporated have been duly authorized by Provider;

2.1.3 The information submitted by Provider to CFSD in connection with Provider's CareOregon credentials application is accurate and does not fail to state information which, under the circumstances, would make any of the disclosed information materially misleading or inaccurate; and

2.1.4 The Provider's contract with CFSD into which this Agreement has been incorporated has been validly executed and delivered on behalf of Provider, is enforceable against Provider in accordance with its terms, and does not conflict with any law, contract or judicial decision applicable to Provider.

2.2 Representations and Warranties of CareOregon. CareOregon represents and warrants to Providers as follows:

2.2.1 Multnomah County d.b.a. CareOregon is fully responsible for the activities of CareOregon;

2.2.2 CareOregon is authorized by law to engage in the activities contemplated by this Agreement, both within and without Multnomah County, Oregon;

2.2.3 The execution, delivery and performance of this Agreement have been duly authorized by the Multnomah County Board of Commissioners; and

2.2.4 This Agreement and the OMAP Agreement have been validly executed and delivered on behalf of CareOregon, are enforceable against CareOregon in accordance with their terms, and do not conflict with any law, county charter, contract or judicial decision applicable to Multnomah County.

3. Engagement

3.1 Chemical Dependency Services. CareOregon hereby engages CFSD to contract with Essential Community Providers as independent contractors to provide or arrange for the provision of Chemical Dependency Services to eligible Members.

3.2 Limitation on Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties, except that Members may assert Section 11.1 hereof.

3.3 Superseding Requirements. This Agreement and the relationship between CareOregon and CFSD, and between CFSD and each Provider which has a contract with CFSD under this Agreement, is subject to the OMAP Agreement, OMAP Rules and OADAP Rules. If there is a conflict between the terms of this Agreement or the terms of a CFSD contract under this Agreement and the OMAP Agreement, OMAP Rules or OADAP Rules, the terms of the OMAP Agreement, OMAP Rules or OADAP Rules shall control.

4. Duties of CFSD

4.1 Chemical Dependency Services. CFSD shall manage access to and the provision of Covered Chemical Dependency Services to eligible Members within the scope of its practice and the practice and licenses of its panel Providers. In Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B, CFSD shall authorize Covered Services to be rendered, the number and frequency of treatments, and the period during which the services may be rendered. For Multnomah County, CFSD assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member. For all other Service Areas, CFSD assumes no risk for the costs of Covered Chemical Dependency Services provided to each eligible Member.

4.2 Participating Providers. CFSD shall contract with a panel of Essential Community Providers that is adequate to service the Member population in all of CareOregon's Service Areas. CFSD shall ensure that Providers maintain a current Letter of Approval or license from OADAP for the services they provide. CFSD shall bind Providers to all applicable requirements of this Agreement, including compliance with OMAP Rules, OADAP Rules and CareOregon Policies.

4.3 Standards. CFSD shall be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A. CFSD shall provide technical assistance to CareOregon with respect to OMAP and OADAP requirements regarding access to services, Member communications, PCP and Specialist communications, chemical dependency screening, and alcohol, tobacco and other drug abuse prevention, and as well as with respect to other areas as may be mutually agreed upon.

4.4 CareOregon Policies. CFSD shall develop policies, procedures, protocols, forms and guidelines related to Covered Chemical Dependency Services (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols and credentialing procedures) for review and adoption by CareOregon as CareOregon Policies.

4.5 Utilization Management and Quality Review. CFSD shall develop, cooperate with and participate in CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services.

5. Duties of Provider

5.1 Chemical Dependency Services. Provider shall provide Chemical Dependency Services to eligible Members in the Service Area within the scope of its practice and license. Provider shall accept all eligible Members self-referred or referred by a Referring Provider for diagnosis and treatment. Eligible Members shall be treated without discrimination of any kind. For Capitated Service Areas so designated in Exhibit B, designated Provider assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

5.2 Authorization and Referrals. Provision of Non-Emergency Services by a Provider in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be preauthorized by CFSD in accordance with CareOregon Policies. The Covered Services to be rendered, including assessments, the number and frequency of treatments, and the period during which services may be rendered, shall all be as limited by CFSD. Except with the written consent of the Medical Director, or as permitted by the CareOregon Policies, referrals are permitted only to Participating Providers.

5.3 Eligibility. Before providing Covered Chemical Dependency Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card and supporting identification, and that membership and enrollment are verified by CareOregon by telephone or other method authorized in the CareOregon Policies.

5.4 Service Provision. Provider shall:

5.4.1 Consider denial as a symptom inherent in the nature of chemical dependency and consequently make reasonable efforts to engage Members who require chemical dependency treatment to participate in recommended treatment;

5.4.2 Make decisions about access to chemical dependency treatment, continued stay and discharge based upon OADAP-approved criteria. Provider shall inform the referral source, the Member, CFSD and OADAP of the reasons for denial of outpatient treatment or continuation of treatment to any Member who meets OADAP criteria for outpatient treatment, not withstanding the provision of Interim Outpatient Services, or who has not yet met the OADAP criteria for discharge from outpatient treatment. Documentation shall be provided to CFSD and

OADAP in writing within 10 calendar days, and shall include the name of the Member, the specific reasons for denial, the name of the person who made the decision to deny or discontinue treatment and shall be specific as to the OADAP placement, continued stay and discharge criteria;

5.4.3 To the extent appropriate and possible, provide specialized Chemical Dependency Services designed specifically for the following groups as set forth in OADAP administrative rules: adolescents; women, minorities or people involved with the criminal justice system;

5.4.4 Coordinate referral and follow-up of Members to residential treatment services, community detoxification and/or basic core services which include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial; and legal services;

5.4.5 Provide at least Interim Outpatient Services to a Member who meets OADAP criteria for Intensive Outpatient Treatment Services, residential treatment services, community detoxification, or methadone maintenance, but for whom these services may not be immediately available;

5.4.6 Provide OADAP, within 30 calendar days of admission or discharge, with all information required by OADAP's most current publication "Client Process Monitoring System," which is by this reference incorporated herein; and

5.4.7 Ensure that all staff who evaluate Members for access to and length-of stay in chemical dependency treatment have the training and background in chemical dependency services and knowledge of OADAP-approved placement, continued stay and discharge criteria.

5.5 Standards. Provider shall:

5.5.1 Provide chemical dependency services in a manner which assures continuity and coordination of the health care services provided to each Member;

5.5.2 Conduct its practice and treat all Members using that degree of care, skill, and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Provider's community or a similar community (see ORS 677.095);

5.5.3 Obtain and maintain, and require its employees, partners, agents and subcontractors rendering services under this Agreement to obtain and maintain, any and all required licenses, certificates or qualifications, including a current Letter of Approval or license from OADAP for the services which they provide, and give CFSO immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

5.5.4 Be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A; and

5.5.5 Comply with all OMAP Rules, OADAP Rules, CareOregon Policies, applicable requirements of this Agreement and with other applicable state and federal laws and regulations.

5.6 Name. Provider shall allow its name to be used in connection with CareOregon's communication with Members and potential Members.

5.7 Utilization Management and Quality Review. Provider shall cooperate with, and participate in, CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services, which shall be developed by CFSO pursuant to this Agreement.

5.8 Miscellaneous Federal Laws. Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Provider shall report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). Provider shall comply with other applicable federal law.

5.9 Energy Efficiency. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Pub. L. 94-165).

5.10 Equal Opportunity. To the extent applicable, Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

5.11 Advance Directives. Provider shall comply with the requirements of Oregon Revised Statutes, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.

5.12 Lobbying. Provider shall acknowledge that no federal appropriated funds have been paid or shall be paid, by or on behalf of the Provider, 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 federal contract, grant, loan or cooperative agreement. Provider shall agree that if any funds other than federal appropriated funds have been paid or shall 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 or a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.13 Independent Contractors. Provider and its subcontractors, employees and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the state or Multnomah County as those terms are used in ORS 30.265.

6. Duties of CareOregon

6.1 General. CareOregon shall perform all administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement, including processing of Provider claims for Fee-For-Service Payments in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B.

6.2 Provider Manual. CareOregon shall supply each Provider with a copy of the "Provider Manual" and periodic additions and changes thereto. The "Provider Manual" shall include copies of the CareOregon Policies, relevant provisions of the OMAP Rules and the OMAP Agreement, a list of Participating Providers, and any other documents necessary to guide Providers. Services provided under this Agreement are subject to CareOregon Policies regarding chemical dependency care.

6.3 Enrollment. CareOregon shall process all Member data and shall help members select, or shall assign members to a PCP.

6.4 Identification and Eligibility. CareOregon shall supply Members with a CareOregon identification card. CareOregon shall make available information regarding the current enrollment and form of benefit plans of Members.

6.5 Responsiveness. CareOregon shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP assignment to Members, and prior authorization of written referrals.

6.6 Participating Providers. CareOregon shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service the Member population. CareOregon shall publish and maintain a list of Participating Providers. Each Provider which has a current contract with CFSD to provide Chemical Dependency Services shall be listed as a chemical dependency service provider of CareOregon so long as this Agreement is in effect.

6.7 Credentialing. CareOregon shall adopt Provider Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each chemical dependency service Provider under those Guidelines. Any adverse credentialing action shall be taken only pursuant to those Guidelines.

6.8 Names. CareOregon shall assure that any registration necessary or desirable for the use of CAREOREGON and any other names or logos CareOregon uses (the "Names") as an assumed business name and service mark is filed and maintained and that CareOregon has rights to use the Names for managed care services in Oregon. Each Provider may use the Names in connection with communication with Members and potential Members.

6.9 Standards. CareOregon will comply with all applicable State and Federal laws and regulations.

7. CFSD Compensation

7.1 Capitation Payments. For Multnomah County, CareOregon shall pay CFSD the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment, less all Fee-For-Service Payments made directly to Providers. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to CFSD, less all Fee-For-Service Payments made directly to Providers, by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to CFSD for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to CFSD by the 15th day of the month after CareOregon processes the enrollment in error.

7.2 Disenrollment. If a Multnomah County Member is disenrolled, CareOregon may recoup or CFSD shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as CFSD is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

7.3 Risk-Sharing and Incentive Arrangements. Capitation Payments for Multnomah County Members as well as compensation for CFSD administration in all Service Areas under this Agreement shall be made in accordance with Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C.

8. Provider Compensation

8.1 Capitation Payments. For Capitated Service Areas so designated in Exhibit B, CareOregon shall pay designated Provider the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to Provider by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to Provider for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to Provider by the 15th day of the month after CareOregon processes the enrollment in error.

8.2 Disenrollment. For Capitated Service Areas so designated in Exhibit B, if a Member is disenrolled CareOregon may recoup or designated Provider shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as Provider is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

8.3 Fee-For-Service Payments. Providers in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be reimbursed directly by CareOregon through Fee-For-Service Payments as set forth on Exhibit B.

8.4 Billings and Payment of Claims. Provider shall submit Fee-For-Service bills to CareOregon within 90 days of the provision of the chemical dependency services being billed. Provider shall submit Fee-For-Service bills in the form and manner specified in the CareOregon Policies. CareOregon shall pay to Provider, by the 60th day after a clean claim is received, Fee-For-Service Payments for chemical dependency services that are provided to a Member. Billing and payment for all Fee-For-Service claims shall be pursuant to CareOregon Policies.

8.5 Conditions for Payment. CareOregon shall have no obligation to make Capitation or Fee-For-Service Payments to Provider relating to an individual if:

8.5.1 Provider fails to verify an individual's eligibility for Chemical Dependency Services in accordance with CareOregon Policies and the individual is not an eligible Member, or fails to obtain any required authorization from CFSD to provide Chemical Dependency Services to an eligible Member in accordance with CareOregon Policies; or

8.5.2 Information provided to CareOregon by Provider is materially inaccurate, and CareOregon should later determine either that the individual was not eligible or the services were not Chemical Dependency Services; or

8.5.3 The delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the CareOregon Utilization Management and Quality Review Program for Chemical Dependency Services; or

8.5.4 Provider fails to submit Fee-For-Service bills or encounter data within 90 days of the day on which the Chemical Dependency Service was provided to the Member.

8.6 Overpayments. Any payments received by Provider in breach of section 8.5, and any other payments received by Provider from CareOregon to which Provider is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Provider as an offset against future payments due, in accordance with OAR 410-120-740, or as otherwise provided by law.

8.7 Risk-Sharing and Incentive Arrangements. CareOregon and CFSD shall establish and each Provider shall participate in Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C. Capitation Payments or Fee-For-Service Payments, as appropriate, shall be made to Providers in accordance with these Arrangements.

8.8 Coordination of Benefits. CareOregon reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies and CareOregon. CareOregon may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Provider has knowledge that a Member has third party health insurance or health benefits or that either Member or Provider is entitled to payment by a third party, Provider shall immediately so advise CareOregon. CareOregon shall be entitled to a credit or refund for the exact amount of duplicate payment received by Provider. Provider shall follow CareOregon Policies, including referrals only to Participating Providers, even when other coverage is available to Member.

8.9 Effect of Payment: Non-Covered Services. The payments to Provider by CareOregon under this Section 8 shall compensate Provider and all persons providing Chemical Dependency Services under or through Provider, including Provider's subcontractors, for the provision of Chemical Dependency Services to Members. Services, supplies or equipment which are not Covered Services may be the responsibility of the Member, and Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by CareOregon shall not constitute a waiver of defenses.

8.10 Encounter Data. Provider shall submit to CareOregon encounter data for each contact with a Member, in accordance with CareOregon Policies. Provider shall submit encounter data at least once per calendar month. Provider shall use its best efforts to supply encounter data within 30 days after a contact, and shall in all cases supply such data no later than 90 days after a contact. Each encounter claim shall include such information as may be required by CareOregon Policies. Provider acknowledges that CareOregon is subject to additional costs and administrative fees for failure to submit encounter data in compliance with OMAP Rules. Provider shall indemnify CareOregon for any such costs or fees caused by Provider's failure to promptly deliver encounter data after reasonable notice of such failure.

8.11 Surcharges. Provider shall not charge, bill or attempt to collect from CareOregon or the Member for any charges incurred in connection with Chemical Dependency Services, except for any copayment, deductible, or other surcharge allowed by the OMAP Rules ("Permitted Surcharge"). The agreement of a Member to the contrary shall not bind CareOregon. In no event, including, but not limited to nonpayment by CareOregon, CareOregon's insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement (other than a Permitted Surcharge) from, or have any recourse against OMAP, a Member or other person, other than CareOregon, for Chemical Dependency Services. This provision shall not prohibit collection for non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of CareOregon's insolvency, Provider shall continue to provide Chemical Dependency Services to Members for the duration of the period for which CareOregon was paid a capitation payment by OMAP on behalf of the Member or until the Member's discharge from inpatient facilities, whichever is later.

9. Provider Indemnity and Insurance

9.1 Indemnity.

9.1.1 Provider shall defend, indemnify, save and hold harmless Multnomah County, CareOregon, CFSD and OMAP, and each of their respective officers, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of Provider or its subcontractors, agents or employees, subject to the limitations of Oregon or federal law.

9.1.2 CareOregon and CFSD shall defend, indemnify, save and hold harmless Provider, and its officers, partners, shareholders, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of CareOregon or CFSD or any of their subcontractors, agents or employees, other than Provider or persons acting through Provider, subject to the limitations of Oregon law.

9.2 Liability Insurance. Provider shall obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage for direct and vicarious liability relating to any damages caused by any error, omission or negligent act of Provider (or any of its partners, shareholders, officers and employees) in an amount not less than \$1,000,000 per person per incident and \$3,000,000 in the aggregate. Such insurance shall be upon terms and with insurance carriers reasonably acceptable to CareOregon. Provider shall attach proof of insurance coverage to Provider's contract with CFSD. Provider shall provide proof of continued insurance coverage to CFSD at least annually and upon request of CareOregon. CareOregon may accept Provider's self insurance or tort claims act protection in lieu of insurance on a case-by-case basis upon terms satisfactory to CareOregon.

9.3 Legal Claims.

9.3.1 Each party shall furnish, and shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim which might give rise to an obligation of indemnity under this Section 9.

9.3.2 Each party shall cooperate with the other parties and their respective insurance carriers in order to handle such claims as economically as possible.

9.4 Workers' Compensation. Provider shall maintain Workers' Compensation Insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as Defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Provider without the assistance or labor of any employee may file a statement with provider indicating this status. Either a certificate showing current Worker's Compensation Insurance or a No Employee Certificate shall be attached to Provider's contract with CFSD, and thereby incorporated.

10. Provider Records and Confidentiality of Records

10.1 Maintenance. Provider shall maintain financial, medical and other records pertinent to this Agreement. All records other than medical records shall be retained by Provider for at least three years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records 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. Provider shall maintain certain medical records for at least four years after the date of service or for such longer length of time as may be dictated by generally accepted standards for record keeping, in accordance with OAR 410-141-180.

10.2 Access. At all reasonable times, Provider shall provide CFSD, CareOregon, OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions, for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.

10.3 Confidentiality. Subject to the requirements of applicable law, including 42 CFR Part 431, Subpart F, Provider, CFSD and CareOregon shall not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the Member, the Member's attorney or, if appropriate, the Member's parent or guardian. Provider shall maintain the confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information. Provider shall follow federal (42 CFR Part 2) and State (ORS 426.460) confidentiality laws and regulations governing the identity and medical/client records of Members who receive Chemical Dependency Services. Provider, CFSD and CareOregon shall ensure that their agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision.

10.4 Survival. All of this Article 10 shall survive termination of this Agreement or a contract under this Agreement for a period of five years.

11. Grievance Procedures

11.1 Members. CareOregon shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Participating Providers under this Agreement shall cooperate with such grievance procedures.

12. Term and Termination

12.1 Effective Date and Term of Agreement. This Agreement will be in effect on May 1, 1995. The initial term shall be the same as the term of the OMAP Agreement, to September 30, 1995. This Agreement shall thereafter be automatically renewed for the renewal term of the OMAP Agreement.

12.2 Termination of Agreement or Provider Contract Without Cause. Either party to this Agreement may terminate this Agreement without cause, or either party to a Provider contract under this Agreement may terminate the Provider contract without cause, by giving the other party written notice of termination of at least 90 days prior to the effective termination date, which may be the last day of any month designated in the notice.

12.3 Termination of Provider Contract By CFSD With Cause. Following notice to Provider setting forth the specific grounds for termination or suspension, at CareOregon's direction or its own initiative CFSD may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of :

12.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Provider, including but not limited to Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Provider's insurance as required in Section 9.2;

12.3.2 The termination, suspension or expiration of the OMAP Agreement or this Agreement;

12.3.3 Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

12.3.4 The discovery by CareOregon or CFSD that the representations and warranties of Provider under Section 2.1 are materially inaccurate or the violation by Provider of any material provision of this Agreement or the CareOregon Policies, if the same is not cured within 30 days after notice of the misrepresentation or violation; or

12.3.5 A danger posed by Provider to the health or safety of Members in the sole discretion of CareOregon.

Following any such suspension or termination, CareOregon's grievance or credentialing process will be available to resolve any dispute about the grounds for termination or suspension.

12.4 Termination of Provider Contract By Provider With Cause. Following notice to CFSD setting forth the specific ground for termination or suspension, Provider may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of:

12.4.1 The failure of CareOregon to make any payment required under this Agreement within 30 days after a notice from Provider that it is past due; or

12.4.2 The discovery by Provider that the representations and warranties of CareOregon in Section 2.2 are materially inaccurate or the violation by CareOregon of any material provision of this Agreement or the CareOregon Policies (other than the failure to make a payment), if the same is not cured within 30 days after notice of the misrepresentation or violation.

12.5 Transition. CareOregon, CFSD and Provider shall continue to perform all of their duties and obligations with respect to Members then under the care of Provider to the date of termination. Provider shall be eligible for reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination.

12.6 Duties After Termination. Upon termination of this Agreement or a Provider contract under this Agreement:

12.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress;

12.6.2 If Provider continues to provide Chemical Dependency Services after the date of termination, CareOregon shall make Fee-For-Service Payments if the former Member is an OMAP recipient and CareOregon qualifies for such payments from OMAP; and

12.6.3 There shall be a final accounting of payments due to or refunds payable by Provider.

12.7 Survival. The following provisions of this Agreement shall survive its termination or the termination of a Provider contract under this Agreement: Sections 1, 2, 3.2, 5.6, 9.1, 9.3, 10, 11, 12.6 and 13.3 to 13.7. Sections 7 and 8 shall survive termination with respect to compensation for periods prior to termination.

13. Miscellaneous

13.1 Amendments. This Agreement and the CareOregon Policies may be amended in writing by CareOregon, and such amendment shall automatically become effective 31 days after written notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of such written notice. Any other amendment requires written consent of CFSD.

13.2 Assignment. CFSD may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CareOregon. CareOregon may assign this Agreement or any of its obligations or rights hereunder without the consent of CFSD. In the event of any assignment by CareOregon to a person other than OSHU, such assignment shall automatically become effective upon notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of written notice; such a rejection by CFSD shall terminate this Agreement. In the event of merger, consolidation or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

13.3 Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

13.4 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

CareOregon: CareOregon
1500 SW First Avenue, Suite 250
Portland, OR 97201-5831
Attention: Plan Administrator

CFSD: Community and Family Services Department
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, OR 97204-1619
Attention: Program Manager

Notice shall be deemed given on the date it is personally delivered, or one day after the date it is dispatched by express, or three days after the date it is deposited in the U.S. Mail in accordance with the foregoing. Telefax notice shall be deemed delivered if receipt is acknowledged in writing. Either party may at any time change its address for notification purposes by mailing a notice as required above stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice or if no date is specified, on the fifth (5th) day following the date such notice is received.

13.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.6 Availability of Funds. CareOregon's liability under this Agreement is subject to the limitations and conditions of Oregon Constitution Article XI, Sections 9 (pertaining to limitations on powers of county to assist corporations) and 10 (pertaining to county debt limitation).

13.7 Governing Law. Provider contracts under this Agreement shall be governed by the laws of the State of Oregon. The parties to such Provider contracts shall stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah for any actions under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the ____ day of _____, 199__.

Multnomah County, Oregon
doing business as CareOregon

Multnomah County, Oregon
Community and Family Services Department

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Reviewed:
Multnomah County Counsel

By Katie Gutz
Title Assistant County Counsel
Date 6/26/95

EXHIBIT A
ASSURANCES FORM

PREPAID HEALTH PLAN NAME CareOregon

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package.

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUI treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member, the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial

diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

- Job Opportunities & Basic Skills (JOBS) referrals
- Drug Courts referrals
- Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature Mary L. Hennrich
Printed
Name MARY L. HENNRICH
Title Clinical Administrator
Date 11/30/94

Exhibit B

Capitation and Fee-For-Service Rate Schedules: Chemical Dependency Services

The initial term of this Agreement is May 1, 1995 through September 30, 1995.

For the term of this Agreement, the scope of Chemical Dependency Services include Methadone Treatment Services, Outpatient Alcohol or Drug-Free Treatment Services and following July 1, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services. Methadone Treatment Services consist of the provision of assessment and non-residential methadone detoxification, treatment or maintenance services to persons who are not in need of 24 hour supervision for effective treatment of their opiate dependency. Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and non-residential treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse. Intensive Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and structured non-residential intensive treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse but who need at least three face to face therapeutic contacts per week.

The scope of Chemical Dependency Services under this Agreement do not include Medically Managed Inpatient Services, Medical Detoxification Services, Non-Hospital Alcohol or Drug Detoxification Services, Residential Services, Intensive Residential Services or prior to June 30, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services.

CAPITATION RATE SCHEDULES

MULTNOMAH COUNTY

In consideration of all work to be performed by CFSD under this Agreement for Members in Multnomah County, CareOregon shall compensate CFSD with a subsidized OMAP Capitation Payment for each eligible Member, less all Fee-For-Service Payments made directly to Providers, in accordance with Sections 7 and 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 2.59 for OHP Eligibles	\$ 3.73 for OHP Eligibles
\$ 5.68 for PLM Adults	\$ 8.79 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$18.38 for GA Recipients	\$25.16 for GA Recipients
\$ 4.35 for AB/AD with Medicare	\$ 5.47 for AB/AB with Medicare
\$16.32 for AB/AD without Medicare	\$19.91 for AB/AD without Medicare
\$ 0.09 for OAA with Medicare	\$ 0.12 for OAA with Medicare
\$ 0.08 for OAA without Medicare	\$ 0.12 for OAA without Medicare
\$15.52 for CSD Children	\$25.38 for CSD Children

Funds at these rates shall be paid to a Multnomah County Carve-Out Pool, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

CAPITATED SERVICE AREA: UMATILLA AND UNION COUNTIES

In consideration of all work to be performed by the designated Provider under this Agreement for Members in this Capitated Service Area, CareOregon shall compensate the Provider with the OMAP Capitation Payment for each eligible Member, in accordance with Section 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 1.29 for OHP Eligibles	\$ 2.16 for OHP Eligibles
\$ 3.46 for PLM Adults	\$ 5.84 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$ 8.22 for GA Recipients	\$13.34 for GA Recipients
\$ 1.34 for AB/AD with Medicare	\$ 2.20 for AB/AD with Medicare
\$ 5.04 for AB/AD without Medicare	\$ 8.10 for AB/AD without Medicare
\$ 0.04 for OAA with Medicare	\$ 0.06 for OAA with Medicare
\$ 0.04 for OAA without Medicare	\$ 0.06 for OAA without Medicare
\$11.73 for CSD Children	\$19.18 for CSD Children

Funds at these rates shall be paid directly to the Provider, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

FEE-FOR SERVICE RATE SCHEDULES

MULTNOMAH COUNTY AND BALANCE OF STATE

CareOregon shall compensate approved Providers for authorized services provided to Members in Multnomah County and the Balance of the State Counties with Fee-For-Service Payments, in accordance with Section 8 of this Agreement and the following Medicaid rate schedules:

CLAIMS CODES	DESCRIPTION	UNIT	MAX. PER UNIT
BA 310 or BA 350	A/D Abuse Assessment	15 minutes	\$17.91
BA 311 or BA 351	Psychological Testing	15 minutes	\$17.91
BA 312 or BA 352	Individual/Family Therapy	15 minutes	\$17.91
BA 313 or BA 353	Group Therapy	15 minutes	\$ 5.97
BA 315 or BA 355	Methadone Dispensing	One dose	\$ 3.55
To Be Determined	Methadone Dosing -DRUG	One dose	\$ 0.75
CPT 99202	Pretreatment Physical	Single Exam	\$89.31
BA 316 or BA 356	NOT USED		
CPT 81099	Urinalysis	One UA	\$17.34
BA 317 or BA 357	NOT USED		
BA 318 or BA 358	Consultation	15 minutes	\$17.91
BA 319 or BA 359	Acupuncture	One Session	\$23.86
BA 360	Group Screening	15 minutes	\$ 5.97
BA 321 or BA 361	Multi-Family Group Thrpy	15 minutes	\$ 5.97
BA 340 or BA 380	Sign Language/Oral Interp.	15 minutes	\$ 6.44

Provider shall submit claims which reflect either 100% of these Medicaid Rates or Usual and Customary Rates, whichever are lower, multiplied times the number of units of services provided to the Member. CareOregon shall pay claims directly to the Provider at 70% of Medicaid Rates from funds in the Multnomah County or Balance of State Carve-Out Pools, as appropriate. Any deficits or surpluses in these Carve-Out Pools following the final accounting of claims for services provided to Members through September 30, 1995 shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

Exhibit C

Risk-Sharing and Incentive Arrangements: Chemical Dependency Services

OMAP has increased the basic capitation rates to CareOregon to cover Chemical Dependency Services. OMAP has also included an additional 6% administrative rate based on the increased Chemical Dependency Services capitation rates to compensate for CareOregon administration.

For all Service Areas, the 6% administrative rate will be retained by CareOregon to offset CareOregon administrative costs. The increased capitation rates for Chemical Dependency Services will be managed as follows:

MULTNOMAH COUNTY

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Multnomah County to a Multnomah County Carve-Out Pool. In addition, CareOregon will pay a 32.35% per Member per month subsidy to the Multnomah County Carve-Out Pool to compensate for the high incidence of Methadone Treatment Services provided in the Service Area. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustment, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Multnomah County Carve-Out Pool (capitation rates and rate subsidy) is in deficit or surplus.

If the final fund balance in the Pool is negative, CFSD shall pay CareOregon an amount equal to the Pool deficit from CFSD resources. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) a payment equal to 5% of the capitation rates for Multnomah County Members will be made to CFSD to compensate for CFSD administration in Multnomah County; 2) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 3) payments will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs, up to a total amount equivalent to one-half of the rate discount (10% of Medicaid Rates) for all claims submitted. Any remaining balance in the Pool following these payments will be retained by CareOregon.

UMATILLA AND UNION COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Umatilla and Union Counties to a CFSD-designated Provider, Greater Oregon Behavioral Health, Inc. (GOBHI). No additional rate subsidy will be paid to GOBHI. GOBHI will use these funds to pay GOBHI-authorized claims for Chemical Dependency Services submitted by approved Providers.

GOBHI shall submit Encounter Data to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of GOBHI.

Payments will be made directly to Providers by GOBHI. Based on all claims submitted within the 90-day claims run out period following September 30, 1995, GOBHI will determine whether its CareOregon fund balance is in deficit or surplus.

If GOBHI's final fund balance is negative, GOBHI is financially responsible for the deficit. There will be no further risk to CareOregon or CFSD.

If GOBHI's final fund balance is positive, GOBHI may retain any or all of the surplus to compensate for GOBHI administration or distribute any or all of the surplus to Providers at its discretion. CareOregon will not require that any amount of this surplus be returned to CareOregon or be paid to CFSD to compensate for CFSD administration.

BALANCE OF STATE COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in other Counties to a Balance of State Carve-Out Pool. No additional rate subsidy will be paid to this Pool. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers. CareOregon will establish a Balance of State Safety Net, separate from this Pool, to mitigate the potential for uncompensated risk to Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon. CareOregon will also be responsible for paying CFSD from CareOregon resources at a rate of 5% of the capitation rates for Balance of State Members to compensate for CFSD administration in the Balance of State Counties.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustments, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Balance of State Carve-Out Pool (capitation rates only) is in deficit or surplus.

If the final fund balance in the Pool is negative, CareOregon will pay an amount to the Pool equal to the Pool deficit from the Balance of State Safety Net. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Balance of State Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 2) payments from any remaining balance will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs. CareOregon will not require that any amount of this surplus be retained by CareOregon or paid to CFSD.

EXHIBIT B

Proof of Provider's Insurance

#103346

MEETING DATE: AUG 10 1995

AGENDA NO: R-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an Agreement with Klamath County Department of Human Services*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Norma Jaeger

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Department of Community and Family Services Alcohol and Drug Program and Klamath County Department of Human Services-Mental Health Division for the period May 1, 1995 through June 30, 1996. The agreement sets forth the terms under which the Contractor will provide Oregon Health Plan covered chemical dependency services to Oregon Medicaid recipients who are members of prepaid health plans.

8/18/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe ms

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

bcc

1995 AUG -2 11:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 24, 1995

SUBJECT: Intergovernmental Agreement with Klamath County Department of Human Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Agreement with Klamath County Department of Human Services-Mental Health Division, for the period May 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services (DCFS) has been authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans throughout the state of Oregon. This agreement sets forth the terms under which provider agencies will contract with DCFS, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled in prepaid health plans with which DCFS is under contract to provide services. The agreement attached is effective from May 1, 1995 through June 30, 1996.

III. Financial Impact: The agreement attached sets forth terms and conditions only. No funds pass through the County via this document.

IV. Legal Issues: The Oregon Health Plan has been approved by the Legislature.

V. Controversial Issues: N/A

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and medical care for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103346
Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (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 <input type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-4</u> DATE <u>8/10/95</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: COMMUNITY & FAMILY SERVICES Division: _____ Date: JULY 24, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 166/700

Description of Contract: An agreement setting forth the conditions in which the Contractor will provide Alcohol & Drug Services under the Oregon Health Plan (OHP).

RFP/BID #: N/A -IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name: <u>KLAMATH COUNTY DEPT OF HUMAN SERVICES</u> Mailing Address: <u>3314 VANDENBERG RD-MENTAL HEALTH DIV.</u> <div style="text-align: center;"><u>KLAMATH FALLS OR 97603</u></div> Phone: <u>503-882-7291</u> Employer ID# or SS#: <u>93-6002301</u> Effective Date: <u>MAY 1, 1995</u> Termination Date: <u>JUNE 30, 1996</u> Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>-0-</u>	Remittance Address (if different) _____ <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net. 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net. 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: _____ Date: _____

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Kate Gert Date: 8/1/95

County Chair/Sheriff: Thurley Date: 8/10/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	NO	FISCAL	IMPACT								

If additional space is needed, attach separate page. Write contract # on top of page.

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **Department of Community and Family Services** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

And: **Klamath County Department of Human Services** "Provider"
Mental Health Division
3314 Vandenberg Road
Klamath Falls, OR 97603
Tax ID Number: 93-6002301

BACKGROUND

A. The Department of Community and Family Services ("CFSD") is a Department of Multnomah County that manages the provision of chemical dependency services through contracts with Essential Community Providers. CFSD is authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans.

B. Provider is (an Oregon _____ corporation/an Oregon partnership/ _____) that provides chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the terms under which Provider will contract with CFSD, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of the Prepaid Health Plan(s) with which CFSD is under contract to provide such services for Plan Members.

D. This Agreement shall incorporate by reference all applicable provisions of the Agreement(s) between CFSD and the Prepaid Health Plan(s) attached as Exhibit A, and all applicable provisions of the attached Prepaid Health Plan Agreement(s) and any amendments to the Agreement(s) shall become binding on Provider through this Agreement.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "CFSD" is defined in recital A above.

1.2 "Prepaid Health Plan" is an organization that is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP), and which has entered into a FCHP Agreement with the State of Oregon, Department of Human Resources, Office of Medical Assistance to provide Oregon Health Plan covered services to Oregon Medicaid Recipients who are enrolled as Members of the Prepaid Health Plan.

1.3 "Provider" is defined in the heading.

2. Effective Date, Term of Agreement, Renewal and Termination

2.1 Effective Date. This Agreement will be in effect on May 1, 1995.

2. Term. The initial term of this Agreement shall be to June 30, 1996 unless terminated earlier in accordance with the provisions of the Agreement(s) attached as Exhibit A.

2.3 Renewal. Unless either party gives the other party at least 30 days written notice that it intends for the Agreement to expire on the effective expiration date, this Agreement shall be automatically renewed annually for a renewal term of one year so long as the provisions of the Agreement(s) attached as Exhibit A remain in effect.

2.4 Termination. Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 90 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of the Agreement(s) attached as Exhibit A.

3. Amendments

3.1 Amendment by CFSD. This Agreement may be amended in writing by CFSD, and such amendment shall automatically become effective 31 days after written notice to Provider, unless specifically rejected by Provider in writing within 30 days of such written notice.

3.2 Amendment by Mutual Consent. This Agreement may be amended by written mutual agreement of the parties. Such amendments shall only be valid when reduced to writing, approved as required, and signed.

4. Assignment and Subcontracting.

4.1 Assignment. Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CFSD.

4.2 Subcontracting. This Agreement is personal between the parties, and Provider shall not subcontract, in whole or in part, any contractual duties without prior written approval by CFSD. Provider expressly acknowledges responsibility for performance of any subcontractor chosen without prior CFSD approval. Provider shall require its subcontractors to comply with the same terms and provide the same assurances as the Provider. Provider shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. This Agreement, including the Agreement(s) attached as Exhibit A and any amendments to the Agreement(s), shall be incorporated by reference in any Provider subcontracts, and all applicable provisions of this Agreement, the attachments and any amendments shall become binding on Provider's subcontractors through these subcontracts.

5. Integration and Severability.

5.1 Integration. This Agreement, including the Agreement (s) attached as Exhibit A, Proof of Provider's Insurance attached as Exhibit B and any program instructions hereby incorporated by reference, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

5.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.

6. Tax Compliance.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Multnomah County, Oregon

Provider

By _____
Program Manager
Alcohol and Drug

Date

By _____
Provider Executive Director

Date

By Lolenz Poe 7/25/95
Department Director
Community and Family Services

Date

By _____
Provider Board Chair

Date

By Beverly Stein 8/10/95
Beverly Stein
Multnomah County Chair

Date

REVIEWED:

Multnomah County Counsel

By Katie Gant 8/1/95
Title Assistant County Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CFSD/Prepaid Health Plan Chemical Dependency Services Agreement(s)

CareOregon Health Plan

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between

CareOregon

and

Community and Family Services Department

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CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **CareOregon** "CareOregon"
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831

And: **Community and Family Services Department** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

BACKGROUND

A. "CareOregon" is an assumed business name of Multnomah County, Oregon. The Multnomah County Health Department administers CareOregon. CareOregon is authorized to provide managed health care services for Oregon Medicaid recipients.

B. The Multnomah County Community and Family Services Department (CFSD), Alcohol and Drug Program, is a Department of Multnomah County that manages the provision of chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the duties and obligations undertaken by CareOregon and CFSD, including the terms under which CFSD will contract with Essential Community Providers to provide certain chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of CareOregon.

D. This Agreement shall be incorporated by reference in all contracts between CFSD and Providers of Chemical Dependency Services to CareOregon Members, and all applicable provisions of this Agreement shall become binding on Providers through these contracts.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Capitated Service Area" means a Service Area for which a Provider has agreed to assume full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

1.2 "Capitation Payment" means the amount CareOregon pays to CFSD for Members in Multnomah County or pays to a designated Provider for Members in a Capitated Service Area on a per Member, per month basis in accordance with Sections 7 and 8 as set forth on Exhibit B.

1.3 "CareOregon" is defined in Recital A above.

1.4 "CareOregon Policies" means the policies, procedures, protocols, forms and guidelines (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols, and credentialing procedures) adopted from time to time by CareOregon.

1.5 "CFSD" is defined in Recital B above.

1.6 "Chemical Dependency Services" means the subset of Covered Services to be provided by Providers to Members as listed on Exhibit B; specifically, those outpatient chemical dependency services that are those codes listed in the "Oregon Health Plan Services Categories Per Capita Costs February, 1994, through September, 1995", dated October 1, 1993. The term "Chemical Dependency Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement, OMAP Rules and OADAP Rules.

1.7 "Compensation" means the amount CareOregon pays to CFSD or Providers in accordance with Sections 7 and 8, as is listed in the Capitation and Fee-For-Service Rate Schedules set forth on Exhibit B.

1.8 "Covered Services" means those Medically Appropriate services and supplies specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, together with the optional services CareOregon has undertaken to provide under the OMAP Agreement. The term "Covered Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.9 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. If the definition of "Emergency Services" in OAR-410-141-000(17) is amended, the foregoing definition shall be amended accordingly.

1.10 "Essential Community Provider" means a program which has a current Letter of Approval or license from OADAP for the specified chemical dependency services it provides, and which has been so designated by OADAP as a recipient of public funding prior to May 1, 1995.

1.11 "Fee-For-Service Payment" means a fee-for-service payment based on the CareOregon fee-for-service rate schedules set forth on Exhibit B for any Covered Chemical Dependency Services that are provided to a Member.

1.12 "Interim Outpatient Services" means outpatient Chemical Dependency Services that are provided until an individual can begin receiving Chemical Dependency Services at the level indicated by OADAP-approved placement criteria. The purposes of the services are to reduce the adverse health effects of alcohol or drug abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Outpatient Services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing and of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV and TB treatment services if necessary. For pregnant women, Interim Outpatient Services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

1.13 "Intensive Outpatient Treatment Services" means outpatient Chemical Dependency Services that are structured non-residential evaluation, non-residential treatment and continued non-residential care services for those individuals who are abusing or are dependent on alcohol or other drugs and who need at least three face to face therapeutic contacts per week.

1.14 "Medical Director" means the physician licensed by the Oregon Board of Medical Examiners (BME) who serves as the medical director of CareOregon, or his or her so licensed designee.

1.15 "Medically Appropriate" means services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:

1.15.1 Consistent with the symptoms of a medical condition or treatment of a medical condition;

1.15.2 Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;

1.15.3 Not solely for the convenience of the Member or a provider of the service or medical supplies; and

1.15.4 The most cost effective of the alternative levels of service or medical supplies which can be safely provided the Member in Provider's judgment.

1.16 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.17 "Member" means an individual who is found eligible by an Oregon Department of Human Resources Division to receive services under one or more of the medical assistance programs administered by OMAP, who is enrolled with CareOregon and who has selected or been assigned to a primary care provider (PCP).

1.18 "Non-Emergency Services" means those Covered Services which are not Emergency Services.

1.19 "OADAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Alcohol and Drug Abuse Programs.

1.20 "OADAP Rules" means the administrative rules duly promulgated by OADAP under OAR Chapter 410.

1.21 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.22 "OMAP Agreement" means the Provider Services Agreement dated February 1, 1994 between OMAP and CareOregon, as amended from time to time.

1.23 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.24 "Participating Provider" means a health care professional, facility or supplier who has contracted with CareOregon to provide specified Covered Services to Members. A Provider which has a current contract with CFSD to provide Chemical Dependency Services is a CareOregon Participating Provider so long as this Agreement is in effect.

1.25 "PCP" means a primary care practitioner who is licensed, and who has contracted with CareOregon to provide Primary Care Services.

1.26 "Provider" is an Essential Community Provider which has entered into a contract with CFSD to provide Chemical Dependency Services to CareOregon Members, and which meets all other applicable requirements of this Agreement.

1.27 "Provider Manual" means the manual described in Section 6.2 that is provided by CareOregon to Participating Providers.

1.28 "Referring Provider" means a primary care practitioner or specialist referring a CareOregon Member for chemical dependency services.

1.29 "Service Area" means a geographical area with defined service boundaries which conform to the boundaries of Oregon counties.

1.30 "Specialist" means an individual who is licensed to provide specialty care services and who is under contract with CareOregon.

2. Representations and Warranties

2.1 Representations and Warranties of Providers. Each Provider shall represent and warrant to CareOregon as follows:

2.1.1 If Provider is an entity, Provider is duly organized, existing and in good standing under and by virtue of the laws of the State of Oregon;

2.1.2 The execution, delivery and performance of the Provider's contract with CFSD into which this Agreement has been incorporated have been duly authorized by Provider;

2.1.3 The information submitted by Provider to CFSD in connection with Provider's CareOregon credentials application is accurate and does not fail to state information which, under the circumstances, would make any of the disclosed information materially misleading or inaccurate; and

2.1.4 The Provider's contract with CFSD into which this Agreement has been incorporated has been validly executed and delivered on behalf of Provider, is enforceable against Provider in accordance with its terms, and does not conflict with any law, contract or judicial decision applicable to Provider.

2.2 Representations and Warranties of CareOregon. CareOregon represents and warrants to Providers as follows:

2.2.1 Multnomah County d.b.a. CareOregon is fully responsible for the activities of CareOregon;

2.2.2 CareOregon is authorized by law to engage in the activities contemplated by this Agreement, both within and without Multnomah County, Oregon;

2.2.3 The execution, delivery and performance of this Agreement have been duly authorized by the Multnomah County Board of Commissioners; and

2.2.4 This Agreement and the OMAP Agreement have been validly executed and delivered on behalf of CareOregon, are enforceable against CareOregon in accordance with their terms, and do not conflict with any law, county charter, contract or judicial decision applicable to Multnomah County.

3. Engagement

3.1 Chemical Dependency Services. CareOregon hereby engages CFSD to contract with Essential Community Providers as independent contractors to provide or arrange for the provision of Chemical Dependency Services to eligible Members.

3.2 Limitation on Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties, except that Members may assert Section 11.1 hereof.

3.3 Superseding Requirements. This Agreement and the relationship between CareOregon and CFSD, and between CFSD and each Provider which has a contract with CFSD under this Agreement, is subject to the OMAP Agreement, OMAP Rules and OADAP Rules. If there is a conflict between the terms of this Agreement or the terms of a CFSD contract under this Agreement and the OMAP Agreement, OMAP Rules or OADAP Rules, the terms of the OMAP Agreement, OMAP Rules or OADAP Rules shall control.

4. Duties of CFSD

4.1 Chemical Dependency Services. CFSD shall manage access to and the provision of Covered Chemical Dependency Services to eligible Members within the scope of its practice and the practice and licenses of its panel Providers. In Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B, CFSD shall authorize Covered Services to be rendered, the number and frequency of treatments, and the period during which the services may be rendered. For Multnomah County, CFSD assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member. For all other Service Areas, CFSD assumes no risk for the costs of Covered Chemical Dependency Services provided to each eligible Member.

4.2 Participating Providers. CFSD shall contract with a panel of Essential Community Providers that is adequate to service the Member population in all of CareOregon's Service Areas. CFSD shall ensure that Providers maintain a current Letter of Approval or license from OADAP for the services they provide. CFSD shall bind Providers to all applicable requirements of this Agreement, including compliance with OMAP Rules, OADAP Rules and CareOregon Policies.

4.3 Standards. CFSD shall be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A. CFSD shall provide technical assistance to CareOregon with respect to OMAP and OADAP requirements regarding access to services, Member communications, PCP and Specialist communications, chemical dependency screening, and alcohol, tobacco and other drug abuse prevention, and as well as with respect to other areas as may be mutually agreed upon.

4.4 CareOregon Policies. CFSD shall develop policies, procedures, protocols, forms and guidelines related to Covered Chemical Dependency Services (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols and credentialing procedures) for review and adoption by CareOregon as CareOregon Policies.

4.5 Utilization Management and Quality Review. CFSD shall develop, cooperate with and participate in CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services.

5. Duties of Provider

5.1 Chemical Dependency Services. Provider shall provide Chemical Dependency Services to eligible Members in the Service Area within the scope of its practice and license. Provider shall accept all eligible Members self-referred or referred by a Referring Provider for diagnosis and treatment. Eligible Members shall be treated without discrimination of any kind. For Capitated Service Areas so designated in Exhibit B, designated Provider assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

5.2 Authorization and Referrals. Provision of Non-Emergency Services by a Provider in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be preauthorized by CFSD in accordance with CareOregon Policies. The Covered Services to be rendered, including assessments, the number and frequency of treatments, and the period during which services may be rendered, shall all be as limited by CFSD. Except with the written consent of the Medical Director, or as permitted by the CareOregon Policies, referrals are permitted only to Participating Providers.

5.3 Eligibility. Before providing Covered Chemical Dependency Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card and supporting identification, and that membership and enrollment are verified by CareOregon by telephone or other method authorized in the CareOregon Policies.

5.4 Service Provision. Provider shall:

5.4.1 Consider denial as a symptom inherent in the nature of chemical dependency and consequently make reasonable efforts to engage Members who require chemical dependency treatment to participate in recommended treatment;

5.4.2 Make decisions about access to chemical dependency treatment, continued stay and discharge based upon OADAP-approved criteria. Provider shall inform the referral source, the Member, CFSD and OADAP of the reasons for denial of outpatient treatment or continuation of treatment to any Member who meets OADAP criteria for outpatient treatment, notwithstanding the provision of Interim Outpatient Services, or who has not yet met the OADAP criteria for discharge from outpatient treatment. Documentation shall be provided to CFSD and

OADAP in writing within 10 calendar days, and shall include the name of the Member, the specific reasons for denial, the name of the person who made the decision to deny or discontinue treatment and shall be specific as to the OADAP placement, continued stay and discharge criteria;

5.4.3 To the extent appropriate and possible, provide specialized Chemical Dependency Services designed specifically for the following groups as set forth in OADAP administrative rules: adolescents; women, minorities or people involved with the criminal justice system;

5.4.4 Coordinate referral and follow-up of Members to residential treatment services, community detoxification and/or basic core services which include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial; and legal services;

5.4.5 Provide at least Interim Outpatient Services to a Member who meets OADAP criteria for Intensive Outpatient Treatment Services, residential treatment services, community detoxification, or methadone maintenance, but for whom these services may not be immediately available;

5.4.6 Provide OADAP, within 30 calendar days of admission or discharge, with all information required by OADAP's most current publication "Client Process Monitoring System," which is by this reference incorporated herein; and

5.4.7 Ensure that all staff who evaluate Members for access to and length-of stay in chemical dependency treatment have the training and background in chemical dependency services and knowledge of OADAP-approved placement, continued stay and discharge criteria.

5.5 Standards. Provider shall:

5.5.1 Provide chemical dependency services in a manner which assures continuity and coordination of the health care services provided to each Member;

5.5.2 Conduct its practice and treat all Members using that degree of care, skill, and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Provider's community or a similar community (see ORS 677.095);

5.5.3 Obtain and maintain, and require its employees, partners, agents and subcontractors rendering services under this Agreement to obtain and maintain, any and all required licenses, certificates or qualifications, including a current Letter of Approval or license from OADAP for the services which they provide, and give CFSD immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

5.5.4 Be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A; and

5.5.5 Comply with all OMAP Rules, OADAP Rules, CareOregon Policies, applicable requirements of this Agreement and with other applicable state and federal laws and regulations.

5.6 Name. Provider shall allow its name to be used in connection with CareOregon's communication with Members and potential Members.

5.7 Utilization Management and Quality Review. Provider shall cooperate with, and participate in, CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services, which shall be developed by CFSD pursuant to this Agreement.

5.8 Miscellaneous Federal Laws. Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Provider shall report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). Provider shall comply with other applicable federal law.

5.9 Energy Efficiency. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Pub. L. 94-165).

5.10 Equal Opportunity. To the extent applicable, Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

5.11 Advance Directives. Provider shall comply with the requirements of Oregon Revised Statutes, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.

5.12 Lobbying. Provider shall acknowledge that no federal appropriated funds have been paid or shall be paid, by or on behalf of the Provider, 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 federal contract, grant, loan or cooperative agreement. Provider shall agree that if any funds other than federal appropriated funds have been paid or shall 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 or a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.13 Independent Contractors. Provider and its subcontractors, employees and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the state or Multnomah County as those terms are used in ORS 30.265.

6. Duties of CareOregon

6.1 General. CareOregon shall perform all administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement, including processing of Provider claims for Fee-For-Service Payments in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B.

6.2 Provider Manual. CareOregon shall supply each Provider with a copy of the "Provider Manual" and periodic additions and changes thereto. The "Provider Manual" shall include copies of the CareOregon Policies, relevant provisions of the OMAP Rules and the OMAP Agreement, a list of Participating Providers, and any other documents necessary to guide Providers. Services provided under this Agreement are subject to CareOregon Policies regarding chemical dependency care.

6.3 Enrollment. CareOregon shall process all Member data and shall help members select, or shall assign members to a PCP.

6.4 Identification and Eligibility. CareOregon shall supply Members with a CareOregon identification card. CareOregon shall make available information regarding the current enrollment and form of benefit plans of Members.

6.5 Responsiveness. CareOregon shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP assignment to Members, and prior authorization of written referrals.

6.6 Participating Providers. CareOregon shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service the Member population. CareOregon shall publish and maintain a list of Participating Providers. Each Provider which has a current contract with CFSD to provide Chemical Dependency Services shall be listed as a chemical dependency service provider of CareOregon so long as this Agreement is in effect.

6.7 Credentialing. CareOregon shall adopt Provider Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each chemical dependency service Provider under those Guidelines. Any adverse credentialing action shall be taken only pursuant to those Guidelines.

6.8 Names. CareOregon shall assure that any registration necessary or desirable for the use of CAREOREGON and any other names or logos CareOregon uses (the "Names") as an assumed business name and service mark is filed and maintained and that CareOregon has rights to use the Names for managed care services in Oregon. Each Provider may use the Names in connection with communication with Members and potential Members.

6.9 Standards. CareOregon will comply with all applicable State and Federal laws and regulations.

7. CFSD Compensation

7.1 Capitation Payments. For Multnomah County, CareOregon shall pay CFSD the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment, less all Fee-For-Service Payments made directly to Providers. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to CFSD, less all Fee-For-Service Payments made directly to Providers, by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to CFSD for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to CFSD by the 15th day of the month after CareOregon processes the enrollment in error.

7.2 Disenrollment. If a Multnomah County Member is disenrolled, CareOregon may recoup or CFSD shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as CFSD is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

7.3 Risk-Sharing and Incentive Arrangements. Capitation Payments for Multnomah County Members as well as compensation for CFSD administration in all Service Areas under this Agreement shall be made in accordance with Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C.

8. Provider Compensation

8.1 Capitation Payments. For Capitated Service Areas so designated in Exhibit B, CareOregon shall pay designated Provider the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to Provider by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to Provider for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to Provider by the 15th day of the month after CareOregon processes the enrollment in error.

8.2 Disenrollment. For Capitated Service Areas so designated in Exhibit B, if a Member is disenrolled CareOregon may recoup or designated Provider shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as Provider is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

8.3 Fee-For-Service Payments. Providers in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be reimbursed directly by CareOregon through Fee-For-Service Payments as set forth on Exhibit B.

8.4 Billings and Payment of Claims. Provider shall submit Fee-For-Service bills to CareOregon within 90 days of the provision of the chemical dependency services being billed. Provider shall submit Fee-For-Service bills in the form and manner specified in the CareOregon Policies. CareOregon shall pay to Provider, by the 60th day after a clean claim is received, Fee-For-Service Payments for chemical dependency services that are provided to a Member. Billing and payment for all Fee-For-Service claims shall be pursuant to CareOregon Policies.

8.5 Conditions for Payment. CareOregon shall have no obligation to make Capitation or Fee-For-Service Payments to Provider relating to an individual if:

8.5.1 Provider fails to verify an individual's eligibility for Chemical Dependency Services in accordance with CareOregon Policies and the individual is not an eligible Member, or fails to obtain any required authorization from CFSD to provide Chemical Dependency Services to an eligible Member in accordance with CareOregon Policies; or

8.5.2 Information provided to CareOregon by Provider is materially inaccurate, and CareOregon should later determine either that the individual was not eligible or the services were not Chemical Dependency Services; or

8.5.3 The delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the CareOregon Utilization Management and Quality Review Program for Chemical Dependency Services; or

8.5.4 Provider fails to submit Fee-For-Service bills or encounter data within 90 days of the day on which the Chemical Dependency Service was provided to the Member.

8.6 Overpayments. Any payments received by Provider in breach of section 8.5, and any other payments received by Provider from CareOregon to which Provider is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Provider as an offset against future payments due, in accordance with OAR 410-120-740, or as otherwise provided by law.

8.7 Risk-Sharing and Incentive Arrangements. CareOregon and CFSD shall establish and each Provider shall participate in Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C. Capitation Payments or Fee-For-Service Payments, as appropriate, shall be made to Providers in accordance with these Arrangements.

8.8 Coordination of Benefits. CareOregon reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies and CareOregon. CareOregon may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Provider has knowledge that a Member has third party health insurance or health benefits or that either Member or Provider is entitled to payment by a third party, Provider shall immediately so advise CareOregon. CareOregon shall be entitled to a credit or refund for the exact amount of duplicate payment received by Provider. Provider shall follow CareOregon Policies, including referrals only to Participating Providers, even when other coverage is available to Member.

8.9 Effect of Payment: Non-Covered Services. The payments to Provider by CareOregon under this Section 8 shall compensate Provider and all persons providing Chemical Dependency Services under or through Provider, including Provider's subcontractors, for the provision of Chemical Dependency Services to Members. Services, supplies or equipment which are not Covered Services may be the responsibility of the Member, and Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by CareOregon shall not constitute a waiver of defenses.

8.10 Encounter Data. Provider shall submit to CareOregon encounter data for each contact with a Member, in accordance with CareOregon Policies. Provider shall submit encounter data at least once per calendar month. Provider shall use its best efforts to supply encounter data within 30 days after a contact, and shall in all cases supply such data no later than 90 days after a contact. Each encounter claim shall include such information as may be required by CareOregon Policies. Provider acknowledges that CareOregon is subject to additional costs and administrative fees for failure to submit encounter data in compliance with OMAP Rules. Provider shall indemnify CareOregon for any such costs or fees caused by Provider's failure to promptly deliver encounter data after reasonable notice of such failure.

8.11 Surcharges. Provider shall not charge, bill or attempt to collect from CareOregon or the Member for any charges incurred in connection with Chemical Dependency Services, except for any copayment, deductible, or other surcharge allowed by the OMAP Rules ("Permitted Surcharge"). The agreement of a Member to the contrary shall not bind CareOregon. In no event, including, but not limited to nonpayment by CareOregon, CareOregon's insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement (other than a Permitted Surcharge) from, or have any recourse against OMAP, a Member or other person, other than CareOregon, for Chemical Dependency Services. This provision shall not prohibit collection for non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of CareOregon's insolvency, Provider shall continue to provide Chemical Dependency Services to Members for the duration of the period for which CareOregon was paid a capitation payment by OMAP on behalf of the Member or until the Member's discharge from inpatient facilities, whichever is later.

9. Provider Indemnity and Insurance

9.1 Indemnity.

9.1.1 Provider shall defend, indemnify, save and hold harmless Multnomah County, CareOregon, CFSD and OMAP, and each of their respective officers, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of Provider or its subcontractors, agents or employees, subject to the limitations of Oregon or federal law.

9.1.2 CareOregon and CFSD shall defend, indemnify, save and hold harmless Provider, and its officers, partners, shareholders, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of CareOregon or CFSD or any of their subcontractors, agents or employees, other than Provider or persons acting through Provider, subject to the limitations of Oregon law.

9.2 Liability Insurance. Provider shall obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage for direct and vicarious liability relating to any damages caused by any error, omission or negligent act of Provider (or any of its partners, shareholders, officers and employees) in an amount not less than \$1,000,000 per person per incident and \$3,000,000 in the aggregate. Such insurance shall be upon terms and with insurance carriers reasonably acceptable to CareOregon. Provider shall attach proof of insurance coverage to Provider's contract with CFSD. Provider shall provide proof of continued insurance coverage to CFSD at least annually and upon request of CareOregon. CareOregon may accept Provider's self insurance or tort claims act protection in lieu of insurance on a case-by-case basis upon terms satisfactory to CareOregon.

9.3 Legal Claims.

9.3.1 Each party shall furnish, and shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim which might give rise to an obligation of indemnity under this Section 9.

9.3.2 Each party shall cooperate with the other parties and their respective insurance carriers in order to handle such claims as economically as possible.

9.4 Workers' Compensation. Provider shall maintain Workers' Compensation Insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as Defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Provider without the assistance or labor of any employee may file a statement with provider indicating this status. Either a certificate showing current Worker's Compensation Insurance or a No Employee Certificate shall be attached to Provider's contract with CFSD, and thereby incorporated.

10. Provider Records and Confidentiality of Records

10.1 Maintenance. Provider shall maintain financial, medical and other records pertinent to this Agreement. All records other than medical records shall be retained by Provider for at least three years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records 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. Provider shall maintain certain medical records for at least four years after the date of service or for such longer length of time as may be dictated by generally accepted standards for record keeping, in accordance with OAR 410-141-180.

10.2 Access. At all reasonable times, Provider shall provide CFSD, CareOregon, OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions, for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.

10.3 Confidentiality. Subject to the requirements of applicable law, including 42 CFR Part 431, Subpart F, Provider, CFSD and CareOregon shall not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the Member, the Member's attorney or, if appropriate, the Member's parent or guardian. Provider shall maintain the confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information. Provider shall follow federal (42 CFR Part 2) and State (ORS 426.460) confidentiality laws and regulations governing the identity and medical/client records of Members who receive Chemical Dependency Services. Provider, CFSD and CareOregon shall ensure that their agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision.

10.4 Survival. All of this Article 10 shall survive termination of this Agreement or a contract under this Agreement for a period of five years.

11. Grievance Procedures

11.1 Members. CareOregon shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Participating Providers under this Agreement shall cooperate with such grievance procedures.

12. Term and Termination

12.1 Effective Date and Term of Agreement. This Agreement will be in effect on May 1, 1995. The initial term shall be the same as the term of the OMAP Agreement, to September 30, 1995. This Agreement shall thereafter be automatically renewed for the renewal term of the OMAP Agreement.

12.2 Termination of Agreement or Provider Contract Without Cause. Either party to this Agreement may terminate this Agreement without cause, or either party to a Provider contract under this Agreement may terminate the Provider contract without cause, by giving the other party written notice of termination of at least 90 days prior to the effective termination date, which may be the last day of any month designated in the notice.

12.3 Termination of Provider Contract By CFSD With Cause. Following notice to Provider setting forth the specific grounds for termination or suspension, at CareOregon's direction or its own initiative CFSD may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of :

12.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Provider, including but not limited to Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Provider's insurance as required in Section 9.2;

12.3.2 The termination, suspension or expiration of the OMAP Agreement or this Agreement;

12.3.3 Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

12.3.4 The discovery by CareOregon or CFSD that the representations and warranties of Provider under Section 2.1 are materially inaccurate or the violation by Provider of any material provision of this Agreement or the CareOregon Policies, if the same is not cured within 30 days after notice of the misrepresentation or violation; or

12.3.5 A danger posed by Provider to the health or safety of Members in the sole discretion of CareOregon.

Following any such suspension or termination, CareOregon's grievance or credentialing process will be available to resolve any dispute about the grounds for termination or suspension.

12.4 Termination of Provider Contract By Provider With Cause. Following notice to CFSD setting forth the specific ground for termination or suspension, Provider may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of:

12.4.1 The failure of CareOregon to make any payment required under this Agreement within 30 days after a notice from Provider that it is past due; or

12.4.2 The discovery by Provider that the representations and warranties of CareOregon in Section 2.2 are materially inaccurate or the violation by CareOregon of any material provision of this Agreement or the CareOregon Policies (other than the failure to make a payment), if the same is not cured within 30 days after notice of the misrepresentation or violation.

12.5 Transition. CareOregon, CFSD and Provider shall continue to perform all of their duties and obligations with respect to Members then under the care of Provider to the date of termination. Provider shall be eligible for reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination.

12.6 Duties After Termination. Upon termination of this Agreement or a Provider contract under this Agreement:

12.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress;

12.6.2 If Provider continues to provide Chemical Dependency Services after the date of termination, CareOregon shall make Fee-For-Service Payments if the former Member is an OMAP recipient and CareOregon qualifies for such payments from OMAP; and

12.6.3 There shall be a final accounting of payments due to or refunds payable by Provider.

12.7 Survival. The following provisions of this Agreement shall survive its termination or the termination of a Provider contract under this Agreement: Sections 1, 2, 3.2, 5.6, 9.1, 9.3, 10, 11, 12.6 and 13.3 to 13.7. Sections 7 and 8 shall survive termination with respect to compensation for periods prior to termination.

13. Miscellaneous

13.1 Amendments. This Agreement and the CareOregon Policies may be amended in writing by CareOregon, and such amendment shall automatically become effective 31 days after written notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of such written notice. Any other amendment requires written consent of CFSD.

13.2 Assignment. CFSD may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CareOregon. CareOregon may assign this Agreement or any of its obligations or rights hereunder without the consent of CFSD. In the event of any assignment by CareOregon to a person other than OSHU, such assignment shall automatically become effective upon notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of written notice; such a rejection by CFSD shall terminate this Agreement. In the event of merger, consolidation or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

13.3 Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

13.4 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

CareOregon: CareOregon
1500 SW First Avenue, Suite 250
Portland, OR 97201-5831
Attention: Plan Administrator

CFSD: Community and Family Services Department
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, OR 97204-1619
Attention: Program Manager

Notice shall be deemed given on the date it is personally delivered, or one day after the date it is dispatched by express, or three days after the date it is deposited in the U.S. Mail in accordance with the foregoing. Telefax notice shall be deemed delivered if receipt is acknowledged in writing. Either party may at any time change its address for notification purposes by mailing a notice as required above stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice or if no date is specified, on the fifth (5th) day following the date such notice is received.

13.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.6 Availability of Funds. CareOregon's liability under this Agreement is subject to the limitations and conditions of Oregon Constitution Article XI, Sections 9 (pertaining to limitations on powers of county to assist corporations) and 10 (pertaining to county debt limitation).

13.7 Governing Law. Provider contracts under this Agreement shall be governed by the laws of the State of Oregon. The parties to such Provider contracts shall stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah for any actions under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the ____ day of _____, 199__.

Multnomah County, Oregon
doing business as CareOregon

Multnomah County, Oregon
Community and Family Services Department

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Reviewed:
Multnomah County Counsel

By Katie Lauf
Title Assistant County Counsel
Date 6/26/95

EXHIBIT A
ASSURANCES FORM

PREPAID HEALTH PLAN NAME CareOregon

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package.

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUI treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member, the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial

diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

- Job Opportunities & Basic Skills (JOBS) referrals
- Drug Courts referrals
- Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature Mary L. Hennrich
Printed
Name MARY L. Hennrich
Title Caucasian Administrator
Date 11/30/94

Exhibit B

Capitation and Fee-For-Service Rate Schedules: Chemical Dependency Services

The initial term of this Agreement is May 1, 1995 through September 30, 1995.

For the term of this Agreement, the scope of Chemical Dependency Services include Methadone Treatment Services, Outpatient Alcohol or Drug-Free Treatment Services and following July 1, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services. Methadone Treatment Services consist of the provision of assessment and non-residential methadone detoxification, treatment or maintenance services to persons who are not in need of 24 hour supervision for effective treatment of their opiate dependency. Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and non-residential treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse. Intensive Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and structured non-residential intensive treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse but who need at least three face to face therapeutic contacts per week.

The scope of Chemical Dependency Services under this Agreement do not include Medically Managed Inpatient Services, Medical Detoxification Services, Non-Hospital Alcohol or Drug Detoxification Services, Residential Services, Intensive Residential Services or prior to June 30, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services.

CAPITATION RATE SCHEDULES

MULTNOMAH COUNTY

In consideration of all work to be performed by CFSD under this Agreement for Members in Multnomah County, CareOregon shall compensate CFSD with a subsidized OMAP Capitation Payment for each eligible Member, less all Fee-For-Service Payments made directly to Providers, in accordance with Sections 7 and 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 2.59 for OHP Eligibles	\$ 3.73 for OHP Eligibles
\$ 5.68 for PLM Adults	\$ 8.79 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$18.38 for GA Recipients	\$25.16 for GA Recipients
\$ 4.35 for AB/AD with Medicare	\$ 5.47 for AB/AB with Medicare
\$16.32 for AB/AD without Medicare	\$19.91 for AB/AD without Medicare
\$ 0.09 for OAA with Medicare	\$ 0.12 for OAA with Medicare
\$ 0.08 for OAA without Medicare	\$ 0.12 for OAA without Medicare
\$15.52 for CSD Children	\$25.38 for CSD Children

Funds at these rates shall be paid to a Multnomah County Carve-Out Pool, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

CAPITATED SERVICE AREA: UMATILLA AND UNION COUNTIES

In consideration of all work to be performed by the designated Provider under this Agreement for Members in this Capitated Service Area, CareOregon shall compensate the Provider with the OMAP Capitation Payment for each eligible Member, in accordance with Section 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995

\$ 1.29 for OHP Eligibles
\$ 3.46 for PLM Adults
\$ 0.00 for PLM Children
\$ 8.22 for GA Recipients
\$ 1.34 for AB/AD with Medicare
\$ 5.04 for AB/AD without Medicare
\$ 0.04 for OAA with Medicare
\$ 0.04 for OAA without Medicare
\$11.73 for CSD Children

July 1, 1995 through September 30, 1995

\$ 2.16 for OHP Eligibles
\$ 5.84 for PLM Adults
\$ 0.00 for PLM Children
\$13.34 for GA Recipients
\$ 2.20 for AB/AB with Medicare
\$ 8.10 for AB/AD without Medicare
\$ 0.06 for OAA with Medicare
\$ 0.06 for OAA without Medicare
\$19.18 for CSD Children

Funds at these rates shall be paid directly to the Provider, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

FEE-FOR SERVICE RATE SCHEDULES

MULTNOMAH COUNTY AND BALANCE OF STATE

CareOregon shall compensate approved Providers for authorized services provided to Members in Multnomah County and the Balance of the State Counties with Fee-For-Service Payments, in accordance with Section 8 of this Agreement and the following Medicaid rate schedules:

CLAIMS CODES	DESCRIPTION	UNIT	MAX. PER UNIT
BA 310 or BA 350	A/D Abuse Assessment	15 minutes	\$17.91
BA 311 or BA 351	Psychological Testing	15 minutes	\$17.91
BA 312 or BA 352	Individual/Family Therapy	15 minutes	\$17.91
BA 313 or BA 353	Group Therapy	15 minutes	\$ 5.97
BA 315 or BA 355	Methadone Dispensing	One dose	\$ 3.55
To Be Determined	Methadone Dosing -DRUG	One dose	\$ 0.75
CPT 99202	Pretreatment Physical	Single Exam	\$89.31
BA 316 or BA 356	NOT USED		
CPT 81099	Urinalysis	One UA	\$17.34
BA 317 or BA 357	NOT USED		
BA 318 or BA 358	Consultation	15 minutes	\$17.91
BA 319 or BA 359	Acupuncture	One Session	\$23.86
BA 360	Group Screening	15 minutes	\$ 5.97
BA 321 or BA 361	Multi-Family Group Thrpy	15 minutes	\$ 5.97
BA 340 or BA 380	Sign Language/Oral Interp.	15 minutes	\$ 6.44

Provider shall submit claims which reflect either 100% of these Medicaid Rates or Usual and Customary Rates, whichever are lower, multiplied times the number of units of services provided to the Member. CareOregon shall pay claims directly to the Provider at 70% of Medicaid Rates from funds in the Multnomah County or Balance of State Carve-Out Pools, as appropriate. Any deficits or surpluses in these Carve-Out Pools following the final accounting of claims for services provided to Members through September 30, 1995 shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

Exhibit C

Risk-Sharing and Incentive Arrangements: Chemical Dependency Services

OMAP has increased the basic capitation rates to CareOregon to cover Chemical Dependency Services. OMAP has also included an additional 6% administrative rate based on the increased Chemical Dependency Services capitation rates to compensate for CareOregon administration.

For all Service Areas, the 6% administrative rate will be retained by CareOregon to offset CareOregon administrative costs. The increased capitation rates for Chemical Dependency Services will be managed as follows:

MULTNOMAH COUNTY

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Multnomah County to a Multnomah County Carve-Out Pool. In addition, CareOregon will pay a 32.35% per Member per month subsidy to the Multnomah County Carve-Out Pool to compensate for the high incidence of Methadone Treatment Services provided in the Service Area. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustment, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Multnomah County Carve-Out Pool (capitation rates and rate subsidy) is in deficit or surplus.

If the final fund balance in the Pool is negative, CFSD shall pay CareOregon an amount equal to the Pool deficit from CFSD resources. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) a payment equal to 5% of the capitation rates for Multnomah County Members will be made to CFSD to compensate for CFSD administration in Multnomah County; 2) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 3) payments will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs, up to a total amount equivalent to one-half of the rate discount (10% of Medicaid Rates) for all claims submitted. Any remaining balance in the Pool following these payments will be retained by CareOregon.

UMATILLA AND UNION COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Umatilla and Union Counties to a CFSD-designated Provider, Greater Oregon Behavioral Health, Inc. (GOBHI). No additional rate subsidy will be paid to GOBHI. GOBHI will use these funds to pay GOBHI-authorized claims for Chemical Dependency Services submitted by approved Providers.

GOBHI shall submit Encounter Data to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of GOBHI.

Payments will be made directly to Providers by GOBHI. Based on all claims submitted within the 90-day claims run out period following September 30, 1995, GOBHI will determine whether its CareOregon fund balance is in deficit or surplus.

If GOBHI's final fund balance is negative, GOBHI is financially responsible for the deficit. There will be no further risk to CareOregon or CFSD.

If GOBHI's final fund balance is positive, GOBHI may retain any or all of the surplus to compensate for GOBHI administration or distribute any or all of the surplus to Providers at its discretion. CareOregon will not require that any amount of this surplus be returned to CareOregon or be paid to CFSD to compensate for CFSD administration.

BALANCE OF STATE COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in other Counties to a Balance of State Carve-Out Pool. No additional rate subsidy will be paid to this Pool. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers. CareOregon will establish a Balance of State Safety Net, separate from this Pool, to mitigate the potential for uncompensated risk to Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon. CareOregon will also be responsible for paying CFSD from CareOregon resources at a rate of 5% of the capitation rates for Balance of State Members to compensate for CFSD administration in the Balance of State Counties.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustments, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Balance of State Carve-Out Pool (capitation rates only) is in deficit or surplus.

If the final fund balance in the Pool is negative, CareOregon will pay an amount to the Pool equal to the Pool deficit from the Balance of State Safety Net. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Balance of State Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 2) payments from any remaining balance will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs. CareOregon will not require that any amount of this surplus be retained by CareOregon or paid to CFSD.

EXHIBIT B

Proof of Provider's Insurance

MEETING DATE: AUG 10 1995AGENDA NO: R-5

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORMSUBJECT: *Ratification of an Agreement with Jackson County Substance Abuse Program*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 MinutesDEPARTMENT: Community and Family ServicesCONTACT: Lorenzo Poe/

DIVISION: _____

TELEPHONE: 248-3691BLDG/ROOM: B166/7thPERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Norma Jaeger**ACTION REQUESTED:**

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Department of Community and Family Services Alcohol and Drug Program and Jackson County Substance Abuse Program for the period May 1, 1995 through June 30, 1996. The agreement sets forth the terms under which the Contractor will provide Oregon Health Plan covered chemical dependency services to Oregon Medicaid recipients who are members of prepaid health plans.

8/18/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

*Lorenzo Poe***ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

bcc

BOARD OF
COUNTY COMMISSIONERS
1995 AUG - 2 AM 11:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 24, 1995

SUBJECT: Intergovernmental Agreement with Jackson County Substance Abuse Program

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Agreement with Jackson County Substance Abuse Program, for the period May 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services (DCFS) has been authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans throughout the state of Oregon. This agreement sets forth the terms under which provider agencies will contract with DCFS, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled in prepaid health plans with which DCFS is under contract to provide services. The agreement attached is effective from May 1, 1995 through June 30, 1996.

III. Financial Impact: The agreement attached sets forth terms and conditions only. No funds pass through the County via this document.

IV. Legal Issues: The Oregon Health Plan has been approved by the Legislature.

V. Controversial Issues: N/A

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and medical care for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103356

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (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 style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>8/10/95</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
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Department: COMMUNITY & FAMILY SERVICES Division Date: JULY 24, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 166/700

Description of Contract: An agreement setting forth the conditions in which the Contractor will provide Alcohol & Drug Services under the Oregon Health Plan (OHP).

RFP/BID #: N/A - IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>JACKSON COUNTY SUBSTANCE ABUSE PROG.</u></p> <p>Mailing Address: <u>338 N FRONT STREET</u> <u>MEDFORD OR 97501</u></p> <p>Phone: <u>503-776-7359</u></p> <p>Employer ID# or SS#: <u>93-6002298-01</u></p> <p>Effective Date: <u>MAY 1, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1996</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>-0-</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES:

Department Manager: _____ Date: _____

Purchasing Director: _____ Date: _____

(Class II Contracts Only)
County Counsel: Kate Sant Date: 8/1/95

County Chair/Sheriff: Mary Ann Date: 8/10/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	NO	FISCAL	IMPACT								

If additional space is needed, attach separate page. Write contract # on top of page.

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **Department of Community and Family Services** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

And: **Jackson County Substance Abuse Program** "Provider"
338 N Front Street
Medford, OR 97501
Tax ID Number: 93-6002298-01

BACKGROUND

A. The Department of Community and Family Services ("CFSD") is a Department of Multnomah County that manages the provision of chemical dependency services through contracts with Essential Community Providers. CFSD is authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans.

B. Provider is (an Oregon _____ corporation/an Oregon partnership/ _____) that provides chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the terms under which Provider will contract with CFSD, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of the Prepaid Health Plan(s) with which CFSD is under contract to provide such services for Plan Members.

D. This Agreement shall incorporate by reference all applicable provisions of the Agreement(s) between CFSD and the Prepaid Health Plan(s) attached as Exhibit A, and all applicable provisions of the attached Prepaid Health Plan Agreement(s) and any amendments to the Agreement(s) shall become binding on Provider through this Agreement.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "CFSD" is defined in recital A above.

1.2 "Prepaid Health Plan" is an organization that is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP), and which has entered into a FCHP Agreement with the State of Oregon, Department of Human Resources, Office of Medical Assistance to provide Oregon Health Plan covered services to Oregon Medicaid Recipients who are enrolled as Members of the Prepaid Health Plan.

1.3 "Provider" is defined in the heading.

2. Effective Date, Term of Agreement, Renewal and Termination

2.1 Effective Date. This Agreement will be in effect on May 1, 1995.

2. Term. The initial term of this Agreement shall be to June 30, 1996 unless terminated earlier in accordance with the provisions of the Agreement(s) attached as Exhibit A.

2.3 Renewal. Unless either party gives the other party at least 30 days written notice that it intends for the Agreement to expire on the effective expiration date, this Agreement shall be automatically renewed annually for a renewal term of one year so long as the provisions of the Agreement(s) attached as Exhibit A remain in effect.

2.4 Termination. Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 90 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of the Agreement(s) attached as Exhibit A.

3. Amendments

3.1 Amendment by CFSD. This Agreement may be amended in writing by CFSD, and such amendment shall automatically become effective 31 days after written notice to Provider, unless specifically rejected by Provider in writing within 30 days of such written notice.

3.2 Amendment by Mutual Consent. This Agreement may be amended by written mutual agreement of the parties. Such amendments shall only be valid when reduced to writing, approved as required, and signed.

4. Assignment and Subcontracting.

4.1 Assignment. Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CFSD.

4.2 Subcontracting. This Agreement is personal between the parties, and Provider shall not subcontract, in whole or in part, any contractual duties without prior written approval by CFSD. Provider expressly acknowledges responsibility for performance of any subcontractor chosen without prior CFSD approval. Provider shall require its subcontractors to comply with the same terms and provide the same assurances as the Provider. Provider shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. This Agreement, including the Agreement(s) attached as Exhibit A and any amendments to the Agreement(s), shall be incorporated by reference in any Provider subcontracts, and all applicable provisions of this Agreement, the attachments and any amendments shall become binding on Provider's subcontractors through these subcontracts.

5. **Integration and Severability.**

5.1 Integration. This Agreement, including the Agreement (s) attached as Exhibit A, Proof of Provider's Insurance attached as Exhibit B and any program instructions hereby incorporated by reference, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

5.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.

6. **Tax Compliance.**

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Multnomah County, Oregon

Provider

By _____
Program Manager
Alcohol and Drug

Date

By _____
Provider Executive Director

Date

By Lolingo Pae mas 7/25/95
Department Director
Community and Family Services

Date

By _____
Provider Board Chair

Date

By Beverly Stein 8/10/95
Beverly Stein
Multnomah County Chair

Date

REVIEWED:
Multnomah County Counsel

By Katie Gaetjens 8/11/95
Katie Gaetjens
Title Assistant County Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CFSD/Prepaid Health Plan Chemical Dependency Services Agreement(s)

ODS Health Plan

ODS-Chemical Dependency AGREEMENT

This Agreement is entered into this day of May 1, 1995 between ODS Health Plan, Inc. (hereinafter called "ODS"), and Multnomah County Community and Family Services Department, (hereinafter called "County") for the mutual benefit of each Party and for ODS Health Plans subscribers.

RECITALS

This Agreement implements a part of the Oregon Health Plan (OHP). OHP is Oregon's Medicaid demonstration project to expand Medicaid eligibility to Oregon residents with an income of less than 100% of the Federal Poverty Level and to women and children under age six with incomes up to 133% of the Federal Poverty Level. The Oregon Health Plan relies substantially upon prioritization of health services and managed care to achieve the public policy objectives of access, cost containment, efficiency, and cost effectiveness in the allocation of health resources.

ODS is a corporation organized and doing business under the laws of the State of Oregon.

ODS has executed a written agreement with the State of Oregon by and through its Office of Medical Assistance Program (hereinafter call "OMAP") whereby ODS is obligated to arrange for the provision of health care services to OMAP recipients.

Whereas, ODS desires to enter into an Agreement with County to provide certain health services for OMAP recipients under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **"Agreement"** means this Agreement entered into between ODS and County.
- 1.2 **"Chemical Dependency Provider"** means an agency that has a Letter of Approval issued by the Oregon Alcohol and Drug Abuse Programs Office (OADAP) which indicates that the alcohol and other drug information/rehabilitation program has been found to be in compliance with all relevant administrative rules. (See Addendum I-- Administrative Rules Relating to Alcohol and Other Drug Abuse Programs.)
- 1.3 **"County"** means Multnomah County acting as management company and panel development agent for ODS Health Plans in the Counties of Clackamas, Multnomah, Washington and Jackson.
- 1.4 **"Covered Services"** means those medically necessary health care services covered under the Oregon Health Plan prioritized list of services.
- 1.5 **"Letter of Approval"** means the two year Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs to indicate that the alcohol and other drug information/rehabilitation program has been found to be in compliance with all relevant administrative rules
- 1.5 **"Medical Emergency"** means a sudden, severe and unexpected illness or injury which requires immediate medical evaluation and treatment and for which the absence of immediate medical attention could reasonably be expected to result in a) placing the health of the individual in serious jeopardy, or b) serious impairment to bodily functions, or c) serious dysfunction of any bodily organ or part.
- 1.6 **"Member"** means an OMAP recipient enrolled with ODS for coverage under the Oregon Health Plan.
- 1.7 **"ODS"** means ODS Health Plan, Inc., an Oregon corporation.
- 1.8 **"Service Provider"** means any Chemical Dependency Provider who has been approved as a panel provider by County. (Addendum II - Panel of Service Providers.)

- 1.9 "Physician" means an individual licensed to practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation.
- 1.10 "Primary Care Physician" means a participating Provider Physician who is either a family physician, pediatrician or internist and whose billings for primary care services are at least 50% of the Physician's total billings.
- 1.11 "Provider" means a hospital, physician or other health care professional or facility that has entered into an Agreement with ODS to provide services as described herein.
- 1.12 "Referral Provider" means a participating Provider (including specialist and Primary Care Physician) who provides medical service to Members upon a referral from a Primary Care Physician.

ARTICLE 2 TERMS OF AGREEMENT

- 2.1 Term. The term of this Agreement shall commence on May 1, 1995, and shall continue until terminated in accordance with Article 7.
- 2.2 Responsibilities of County. County will develop a panel of service providers for the ODS Health Plan OMAP Members which includes Chemical Dependency Care Providers who provide services in the areas of Out-Patient Chemical Dependency and Methadone treatment.
 - 2.2.1 County agrees to bind Service Provider to current and continued compliance with the Oregon Administrative Rules in the Service Provider area of specialty.
 - 2.2.2 County agrees to comply with the applicable Chemical Dependency Standards set forth by OMAP. (See Addendum IV).
 - 2.2.3 County agrees to the risk sharing requirements and compensation formulas contained in this Agreement.
 - 2.2.4 County shall participate in, accept the results of, and comply with the requirements of the Peer Review, Utilization Review and Quality Assurance Programs, as set forth in the ODS Provider Manual.
- 2.3 Responsibilities of Service Provider. Service Provider will meet the following requirements while providing services for Members:
 - 2.3.1 Service Provider agrees to maintain a current Letter of Approval with the Office of Alcohol and Drug Abuse Programs in their respective area of service. Service Provider shall comply with the staff qualifications defined by Oregon Administrative Rules in their respective specialty area.
 - 2.3.2 Service Provider will promptly notify ODS of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Service Provider's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Service Provider to carry out the duties and obligations of this Agreement.

2.3.3 Service Provider shall not have been convicted of any criminal offense or sanctioned for any civil violation relating to the practice of chemical dependency services provision. A conviction or sanction shall include a plea or verdict of guilty or a conviction or sanction following a plea of *nolo contendere*.

2.3.4 Service Provider agrees to the risk-sharing requirements and compensation formulas contained in this Agreement.

2.3.5 Service Provider shall participate in, accept the results of, and comply with the requirements of the Peer Review, Utilization Review and Quality Assurance Programs, as set forth in the ODS Provider Manual.

2.3.6 Service Provider shall be both physically and mentally able to perform duties as a Service Provider, and the Service Provider shall be experienced, trained, and competent to perform such duties.

2.3.7 ODS Members will receive the same standard of care as other patients within the Service Provider's practice.

2.4 Responsibilities of ODS Health Plans. ODS agrees to the following responsibilities:

2.4.1 ODS will work cooperatively with County to develop and assure that the requirements for OMAP members are met.

2.4.2 ODS will authorize payment for services consistent with agreements County has negotiated with Service Provider. ODS will work with County in establishing these rates. In the event of disagreement between ODS and County regarding such authorization, ODS agrees to allowing County to convene a review panel of representative Service Providers to mediate the dispute. However, ODS and County acknowledge that the final decision for payment will lie solely with ODS regardless of the recommendations of the panel.

2.4.3 ODS agrees to prompt payment to Service Provider of all services billed under the terms of this agreement.

ARTICLE 3 MEMBERSHIP

- 3.1 Availability of Services. County agrees to provide chemical dependency services to Members in accordance with this Agreement. All services currently made available by County will be made available to Members so long as those services are Covered Services under the Oregon Health Plan. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of such Covered Services will be no less than the quality and availability of services provided to all persons treated by County.
- 3.2 Member Identification and Eligibility. ODS shall furnish its Members with an identification card which is to be presented upon any visit to Service Provider for receipt of outpatient services. Service Provider shall use best efforts to verify an ODS Member's eligibility for services by calling ODS Health Plan Customer Service before treatment commences or as soon thereafter as reasonably possible. ODS shall provide written listings of Members at least monthly and shall provide verbal verification during the interim period.
- 3.3 Subcontracts-Assignments. County may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit County's legal responsibility to ODS for the timely and effective performance of its duties and responsibilities under this Agreement. ODS may, at its discretion, require that it pre-approve any subcontracts into which County may wish to enter. County agrees to the ODS review of and approval of any changes to the provider agreements County signs with Service Providers.

ARTICLE 4 PROVISION OF SERVICES

4.1 Obligation of County Panel to ODS Members.

The County Service Provider's responsibilities shall include:

4.1.1 Provide medically necessary services to members in accordance with this agreement.

4.1.2 Notify County and ODS if the Service Provider is no longer accepting new patients.

4.1.3 Provide timely service to ODS Members.

4.1.4 Provide County and ODS with any requested documentation, licensure, insurance coverage, practice arrangements, practice policies or other information related to this agreement within the time frame requested.

4.2 Professional Liability Insurance. Service Provider (subcontractor) during the term of this Agreement, shall maintain professional liability insurance in an amount not less than \$1,000,000 per claim. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury or death directly or indirectly in connection with the acts or omissions of the subcontractor or their agents or employees. Subcontractor will not reduce or eliminate any part of such coverage without giving thirty (30) prior days written notice to ODS. Upon request by ODS, subcontractor will produce evidence of such insurance. In the event subcontractor should obtain "claims made" coverage as opposed to "occurrence" coverage, subcontractor shall procure and maintain, prior to termination of the "claims made" coverage, extended reporting coverage, in order to continue equivalent coverage in compliance with this Agreement.

Should additional insurance or specified coverage be required of subcontractor, by the County, subcontractor will agree to adhere to these additional requirements.

4.3 Coverage During Absence. Service Provider agrees to maintain appropriate coverage arrangements among participating Service

Providers so that Covered Services remain available and accessible to Members on a 24-hour, 7-day-a-week basis.

ARTICLE 5 RELATIONSHIP OF PARTIES

- 5.1 ODS-County. It is expressly understood by the parties hereto that ODS and County act under this Agreement as independent contractors with respect to each other and neither acts as the agent, principal, joint venturer or partner of the other.
- 5.2 ODS-County-Service Provider. It is expressly understood that Service Provider renders services to Members as an independent contractor within a provider-patient relationship. It is the sole responsibility of Service Provider to care for Members and to provide services as authorized by County including assessments, the number and frequency of treatments and the period during which the services may be rendered. ODS does not act as agent, principal, joint venturer or partner of County.
- 5.3 Covenant Not to Sue. Service Provider, bound through County-Service Provider contract, agrees and covenants not to sue and/or to make any claim for damages, directly or indirectly, against ODS, County or any of their respective employees or agents, or any Service Provider, for any matters arising from or related, directly or indirectly, to an investigation of Service Provider's professional qualifications or conduct, discipline, suspension (including information discussions and attempts to reach voluntary resolution), other reviews, and any other activity provided for or related to evaluation or regulation of professional conduct or contract with ODS or County.

For purposes of this section, the term "employee or agent" shall include, but shall not be limited to, all direct and indirect participants in any such activity, including medical directors, members of and assistants to committees, chairmen, officers, practitioners, consultants, witnesses, attorneys, reviewers, hearing officers, arbitrators, employees of, agents of, and members of the board of directors of ODS, County and any person responding to a request, providing information, or otherwise assisting any of the foregoing.

- 5.4 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligations

for payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations hereunder.

Duty to Defend and Indemnify. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to defend, indemnify and hold harmless ODS from and against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance by County (or such other persons or entities as it employs or contracts with to provide services on its behalf) of any medical services under this Agreement. It is understood and agreed by ODS that this indemnification is in no way intended to reduce or eliminate any insurance coverage maintained by County.

To the extent not covered by insurance maintained by ODS, whether because of liability in excess of the policy limits or because of the occurrence of a non-insured event, ODS hereby defends, indemnifies, and holds harmless County from and against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance by ODS (or any other persons or entities as ODS employs or contracts with to provide services on its behalf) of any service to be performed or provided by ODS under this Agreement. It is understood and agreed by County that this indemnification is in no way intended to reduce or eliminate any insurance coverage maintained by ODS and that County shall be entitled to indemnification from ODS only for claims, losses, damages, costs, expenses or liabilities in excess of the applicable insurance policy limits or arising from uninsured events or occurrences.

ARTICLE 6 COMPENSATION

6.1 ODS shall establish with County the compensation formulas for services provided. County shall represent and inform Service Providers of mutually agreed upon compensation described herein.

6.1.1 Fee Schedule. ODS shall compensate the Service Provider for all health care services rendered to Members. Such amounts shall be determined by January 1 of each year. Negotiated rates for May 1, 1995 through October 1, 1995 are contained in Addendum III. Rates for November and December will be negotiated and added by Addendum following publication of OMAP rates. Additional service codes and fees considered essential to this contract will be accomplished through an amendment to this agreement. ODS shall not reduce the maximum allowable fee for any service or procedure nor cancel or eliminate payment for any code, during the term of this Agreement. Service Provider agrees to look solely to ODS for compensation for services provided to Members.

Nothing shall prohibit Service Provider and a Member from entering into an agreement for payment by a Member for services which are not covered under the Oregon Health Plan list of prioritized services.

6.1.2 Maximum Fees. Service Provider understands and agrees the maximum fees payable by ODS shall be the lesser of his or her billed charges or the agreed upon compensation under Section 6.1.1.

6.1.3 Billings. Service Provider shall submit written claims and detailed billings to ODS within ninety (90) days of the date health care services were provided, on such forms as may be prescribed by ODS or an acceptable substitute, for health care services to Members. Such billings shall include a full itemization for charges, use of Service Provider's extender, if any, and summary information on diagnosis, scope of treatment and patient identity. ODS shall make payment to Service Provider, based on maximum fees payable by ODS as described in Section 6.2, within thirty (30) days after receipt of a billing, less the withholding in the risk reserve pool, as provided in Section 6.5 below.

6.1.4 Appeal Procedure. Service Provider shall have the right to appeal denied claims to ODS. Such appeal shall result in review by the ODS Medical Director. If such appeal is not resolved to the satisfaction of Service Provider, the Service Provider may request in writing review by a Service Provider Review Committee of their peers; however, the ODS Medical Director shall make the final decision as to the appeal.

6.1.15 Risk Reserve Pool Withholding. Service Provider agrees that ODS shall withhold ten percent (10%) of amounts due to Service Provider for health care services rendered to Members. See Addendum III.

ARTICLE 7 TERMINATION OF AGREEMENT

- 7.1 Term. This Agreement shall be automatically renewed each January 1 for a one-year period unless ODS is notified in writing sixty (60) days or more prior to renewal.
- 7.2 Termination. ODS or County may terminate this agreement at any time by giving at least ninety (90) days written notice to the other party and by specifying that termination is being sought under the provisions of this clause and specifying the date of termination.
- 7.3 Termination for Cause. At ODS' direction or County's initiative, County may suspend or terminate a Service Provider contract under this Agreement with immediate effect, at any time, for cause. Cause shall mean any material violation of this Agreement. Material violation shall include but not be limited to:
- 7.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Service Provider including but not limited to Service Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Service Provider's insurance as in Section 4.2.
- 7.3.2 Service Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Service Provider's affairs, or the judicial declaration that Service Provider is insolvent.
- 7.3.3 The discovery by ODS or County that the representations and warranties of Service Provider under Section 2.3 are materially inaccurate, or the violation by Service Provider of any material provision of this Agreement, if the same is not cured within 30 days after notice of the misrepresentation or violation.
- 7.4 Continuation of Services. If this Agreement or a Service Provider contract under this Agreement is terminated, its provisions will remain in effect for the resolution of any matters unresolved at the time of termination. The parties' confidentiality and indemnification obligations under this Agreement shall continue after termination. Should a Service Provider contract under this Agreement be terminated for any cause other than failure of Service Provider to maintain licenses or certifications as described herein, Service

Provider will continue to provide Covered Services under the terms of this agreement to Members who may be in-patients on the date of termination, until those Members are discharged, and payment terms under this Agreement shall continue until such discharge.

ARTICLE 8 RECORDS

8.1 Records. Service Provider shall maintain reasonable and necessary financial, medical, and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All medical records shall conform with professional standards, permit encounter claim review and allow for an adequate system for follow-up treatment. County shall require that all records other than clinical records shall be retained by Service Provider for at least three (3) years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

8.1.1 At all reasonable time upon request, County will supply and assure that Panel Affiliates shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly-authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement in order for the agencies or representatives to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts, and transcriptions. County shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review and audit.

8.1.2 Subject to the requirements of 42 CFR Part 431, Subpart F, ORS 411.320 and OAR 410-105-000 etc (protecting the confidentiality of patients' medical records), County and Provider Panel shall not use, release, or disclose any information concerning an OMAP Recipient for any purpose not directly connected with the administration of OMAP's or Plans's responsibilities under this Agreement or under Title XIX of the Social Security Act (Medicaid), except on written consent of the OMAP Recipient, his or her attorney, or if appropriate, his or her legally responsible parent or guardian.

8.1.3 Confidentiality of Member Records. ODS and County agree not to disclose any personal or privileged medical information to third parties, except in their performance of Peer Review, Utilization Review and Quality Assurance Review programs, or in compliance with Oregon or Federal law.

ARTICLE 9 MISCELLANEOUS

- 9.1 To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the County shall defend, save, and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents and employees, from all actions, suits, or claims of whatsoever nature resulting from or arising out of the activities or omissions of County's Service Providers or its agents or employees under this Agreement.
- 9.2 Publication. County agrees that ODS may use County and Service Provider's name, address, phone number, and type of chemical dependency services to be provided. County shall be given a copy of any business promotional material prior to its distribution and have the right to request reasonable changes in the event such material may create a legal liability for County. County shall not intentionally mislead OMAP Members about their options with County, staff, medical services activities, or materials. However, County has the right to discuss with OMAP Members those medical treatment options which OMAP will not cover.
- 9.3 Federal Compliance. Where applicable, if the sums payable to County under this Agreement exceed \$100,000, annually, County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).

9.3.1 Truth in Lobbying Act Certification.

- 9.3.1.1 County certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, County agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. County 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, loan, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. County is solely responsible for all liability arising from failure by County to comply with the terms of this certification. Additionally, County promises to indemnify OMAP for any damages suffered by OMAP as a result of County'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 transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

- 9.3.2 County shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder. County shall also comply with all

applicable requirements of State civil rights and rehabilitation statutes and rules.

- 9.3.3 If the sums payable to County or its subcontractors exceed \$10,000, County and its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 9.3.4 County shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- 9.3.5 Worker's Compensation Coverage. Where applicable, County is a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires County to provide Worker's Compensation coverage for all of County's employees.
- 9.3.6 County and its subcontractors shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).
- 9.3.7 County shall comply with all other applicable Federal Laws in its observation of the conditions and performance of its obligations under this Agreement.
- 9.4 Tort Claims. County and its employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265.
- 9.5 Tax Compliance. By execution of this Agreement, the undersigned, as an authorized official of County, does swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge County is not in violation of any of the tax laws described in ORS 305.380(4).

- 9.6 Laboratory Certification. County shall take all reasonable measures to ensure that all laboratory testing sites providing services under this agreement have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

This Agreement, including the entirety of Addendums I through IV which are hereby incorporated by reference, is entered into this ____ day of _____, 19__.

ODS Health Plan, Inc.
315 SW Fifth Avenue
Portland, OR 97204

Multnomah County
Community and Family Services
Department

(Signature)

Patricia A Van Dyke

(Print Name)

Manager, Provider Relations

(Title)

(Signature)

(Print Name)

(Title)

ADDENDUM I
OREGON ADMINISTRATIVE RULES

Office of Alcohol and Drug Abuse Programs

415-01-005	Rules of administrative practice and procedure
415-01-010	Notice of proposed rulemaking
410-08-000 to 08-035	Standards for marijuana evaluation specialists
410-09-000 to 09-040	Marijuana education and treatment programs
415-12-000 to 12-090	Approval/licensure of alcohol & drug abuse programs
415-20-000 to 20-090	Outpatient methadone treatment programs
415-50-000 to 50-095	Alcohol detoxification centers
415-51-000 to 51-070	Outpatient alcoholism treatment programs
415-53-000 to 53-120	Outpatient drug abuse treatment programs
415-54-005 to 54-040	Approval of DUII information and rehabilitation programs
415-54-045 to 54-100	Certification as an alcohol and drug evaluation specialist
415-56-000 to 56-025	Approval of alcohol and drug abuse prevention and prevention programs

**ADDENDUM II
TRI-COUNTY AND JACKSON COUNTY AREA
COUNTIES SERVED AND SERVICE PROVIDER PANEL**

Counties in which ODS Health Plan has OMAP members which will have services provided by the Service Provider Panel.

**Clackamas
Washington
Multnomah
Jackson**

The following Service Providers are conditionally approved by County to provide Outpatient Chemical Dependency Services in the Tri-County and Jackson County areas.

MULTNOMAH COUNTY

PROVIDER

SERVICES OFFERED

Addictions Recovery Association
3940 S.E. Division
Portland, OR 97286
235-3791
Tax ID Number: 93-0424462

Outpatient A&D
Level I and Level II

ASAP Treatment Services, Inc.
2130 S.W. 5th Avenue
Portland, OR 97201
224-0075
Tax ID Number: 93-0712083

Outpatient A&D
Level I and Level II

Counseling Intervention Programs, Inc
Project STOP, A&D Treatment Program
4413 S.E. 17th Avenue
Portland, OR 97202
230-9654
Tax ID Number: 93-0770054

Outpatient A&D
Level I and Level II

DePaul Treatment Centers, Inc.
1306 S.W. Washington Street
Portland, OR 97208-3007
294-1449
Tax ID Number: 93-0706892

Outpatient A&D
Level I and Level II

Mainstream Youth Program
4531 S.E. Belmont, St. , #300
Portland, OR 97215
234-3400
Tax ID Number: 93-0749481

Outpatient A&D
Level I and Level II

Portland Addictions Acupuncture Center
1201 SW Morrison
Portland, OR 97205
228-4533
Tax ID Number: 93-0728816

Outpatient A&D
Level I and Level II

NARA
1438 S.E. Divison St.
Portland, OR 97202
231-2641
Tax ID Number: 23-7098400

Outpatient A&D
Level I and Level II

TASC of Oregon, Inc
1733 N.E. 7th Avenue
Portland, OR 97212
281-0037
Tax ID Number: 93-0698131

Outpatient A&D
Level I and Level II

Transition Projects, Inc.
1211 SW Main
Portland, OR 97205
222-9362
Tax ID Number: 93-0591582

Outpatient A&D
Level I and Level II

Project for Community Recovery
3525 NE Martin Luther King Blvd
Portland, OR 97227
281-2804
Tax ID Number: 93-0628622

Outpatient A&D
Level I and Level II

Alcohol Treatment and Training Clinic
621 S.W. Alder, #520
Portland, OR 97204
494-4745
Tax ID Number: 93-6001-786W

Outpatient A&D
Level I and Level II

Alder Associates for Recovery
808 SW Alder, #200
Portland, OR 97205
226-6527
Tax ID Number: 93-0949330

Outpatient A&D
Level I and Level II

Emanuel Hospital/Project Network
2801 NE Gantenbein Ave
Portland, OR 97227
280-4837
Tax ID Number: 93-0386823

Outpatient A&D
Level I and Level II

Diversion Associates
1949 SE 122nd Avenue
Portland, OR 97216
253-5954
Tax ID Number: 93-1103581

Outpatient A&D
Level I and Level II

InAct
310 SW 4th, #700
Portland, OR 97204
228-9229
Tax ID Number: 51-0145008

Outpatient A&D
Level I and Level II

Morrison Center-Breakthrough Program
3390 SE Milwaukie Avenue
Portland, OR 97202
231-4000
Tax ID Number : 93-0354176

Outpatient A&D
Level I and Level II

Northwest Treatment Services
948 NE 102nd St., #101
Portland, OR 97220
257-0381
Tax ID Number: 406-78-5238

Outpatient A&D
Level I and Level II

Providence Medical Center
Addictions Treatment Services
5228 NE Hoyt Street
Portland, OR 97213
230-6470
Tax ID Number: 93-0386906

Outpatient A&D
Level I and Level II

Serenity Lane
9221 SW Barbur Blvd, #205
Portland, OR 97219
244-2008
Tax ID Number: 93-060316

Outpatient A&D
Level I and Level II

Volunteers of America
200 SE 7th Street
Portland, OR 97214
235-0131
Tax ID Number: 93-

Outpatient A&D
Level I and Level II

Western Health Clinic
3610 N.E. 82nd St.
Portland, OR 97220
252-8800
Tax ID Number: 33-0357572

Methadone

General Health dba Delta Clinic
4037 NE Tillamook St.
Portland, OR 97212
287-9591
Tax ID Number: 93-1010250

Methadone

CODA
306 NE 20th
Portland, OR 97232
239-8400
Tax ID Number: 930716860

Methadone

Allied Health Services for Drug Recovery
808 SW Alder St.
Portland, OR 97205
226-2203
Tax ID Number: 93-0949330

Methadone

WASHINGTON COUNTY

Community Youth Services of Washington County
2004 Main St, #200
Forest Grove, OR 97116
357-5437
Tax ID Number:

Outpatient A&D
Level I and Level II

Oregon Human Development Corporation
Ayuda Community Services
265 SE Oak St., Suite E
Hillsboro, OR 97123
640-5223
Tax ID Number:

Outpatient A&D
Level I and Level II

Tualatin Valley Mental Health Center
Substance Abuse Programs
14600 NW Cornell Road
Portland, OR 97229
645-3581
Tax ID Number:

Outpatient A&D
Level I and Level II

Youth Contact
447 SE Baseline St.
Hillsboro, OR 97123
640-4222
Tax ID Number:

Outpatient A&D
Level I and Level II

CLACKAMAS COUNTY

Clackamas County Mental Health
Alcohol and Drug Program
2100 SE Lake Rd.
Milwaukie, OR 97222
503-655-8735
Tax ID Number: 93-600286W

Outpatient A&D
Level I and Level II

Marylhurst Mental Health Clinic
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-600286W

Outpatient A&D
Level I and Level II

Oregon City Mental Health Clinic
998 Library Court
Oregon City, OR 97045
503-655-8401
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II

Clackamas County Mental Health
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

Marylhurst Mental Health Clinic
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

Oregon City Mental Health Clinic
998 Library Court
Oregon City, OR 97045
503-655-8401
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

JACKSON COUNTY

Jackson County Substance Abuse Program
338 N. Front Street
Medford, OR 97501
776-7359
Tax ID Number:

Methadone

ONTRACK, Inc.
221 West Main St.
Medford, OR 97501
772-1777
Tax ID Number:

Outpatient A&D
Level I and Level II

Positive Alternatives Center
149 S. Main St
Phoenix, OR 97535
535-9171
Tax ID Number:

Outpatient A&D
Level I and Level II

**ADDENDUM III
MULTNOMAH COUNTY
COMPENSATION/RISK MODEL**

COMPENSATION

OMAP has increased the capitation rate to ODS Health Plans to cover Chemical Dependency services. OMAP has also included an additional 6% administrative rate based on the increased capitation rate to help cover the Health Plan costs.

The increase will be handled in the following manner:

- o 6% Administration Rate will be retained by ODS Health Plans to cover costs.
- o An amount of 0.13 cents PMPM (5% of the capitation payment increase) will be paid to Multnomah County for Management of the Service Provider panel in the TriCounty area. In Jackson County the amount of .08 centes PMPM (5% of the capitation payment increase) will be paid to Multnomah County for Management of the Jackson County service providers.
- o The increase in capitation for Chemical Dependency (Outpatient and Methadone) will be placed in a 'carve out' pool. This pool of funds will be used only in paying approved Chemical Dependency claims submitted by the approved panel of service providers.
- o The contracted rate will be reflected to have a 20% discount off of current Medicaid rates (discounted fee-for-service.)
- o Claims will be submitted reflecting current Medicaid rates. Claims will be paid at the discounted rate less a 10% Withhold.
- o The total paid billing will reflect a total of 30% off of the current Medicaid rates.

YEAR-END ACCOUNTING

At year end, the funds in the Chemical Dependency pool will be handled as follows:

Surplus Funds

Should the fund balance be positive at year-end, including a period of three months for claims runout, the funds will be returned as follows:

- o The 10% Withhold will be returned to the respective Service Provider first.

- o If there is additional surplus after the Withhold return, the additional surplus will be returned to County. Other disbursement arrangement can be made at the request of County.

Deficit Fund

Should the fund balance be negative at year-end, including a period of three months for claims runout, the deficit will be handled as follows:

- o The 10% Withhold will be returned to the Service Provider to the extent possible.
- o The greatest 'downside' that the Service Provider may encounter is the 10% Withhold.
- o Deficits in excess of the 10% Withhold will be managed by ODS Health Plans.

ADDENDUM IV
ASSURANCES FORM

PREPAID HEALTH PLAN NAME ODS HEALTH PLAN

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package .

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUII treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member, the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the

names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

Job Opportunities & Basic Skills (JOBS) referrals
Drug Courts referrals
Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature

Printed

Name A. G. Lindstrand

Title President

Date November 29, 1994

ln/stand4/11-3-94

EXHIBIT B

Proof of Provider's Insurance

MEETING DATE: AUG 10 1995AGENDA NO: R-6

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM*SUBJECT: Ratification of an Agreement with Benton County Health Department**BOARD BRIEFING*

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____

Amount of Time Needed: 5 MinutesDEPARTMENT: Community and Family ServicesCONTACT: Lorenzo Poe/

DIVISION: _____

TELEPHONE: 248-3691BLDG/ROOM: B166/7thPERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Norma Jaeger**ACTION REQUESTED:**

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Department of Community and Family Services Alcohol and Drug Program and Benton County Health Department-Alcohol Treatment Program for the period May 1, 1995 through June 30, 1996. The agreement sets forth the terms under which the Contractor will provide Oregon Health Plan covered chemical dependency services to Oregon Medicaid recipients who are members of prepaid health plans.

8/10/95 ORIGINALS TO CAROLYN WEBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

bcc

1995 AUG - 2 AM 11:28
 CLERK OF
 BENTON COUNTY
 OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 24, 1995

SUBJECT: Intergovernmental Agreement with Benton County Health Department

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Agreement with Benton County Health Department-Alcohol Treatment Program, for the period May 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services (DCFS) has been authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans throughout the state of Oregon. This agreement sets forth the terms under which provider agencies will contract with DCFS, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled in prepaid health plans with which DCFS is under contract to provide services. The agreement attached is effective from May 1, 1995 through June 30, 1996.

III. Financial Impact: The agreement attached sets forth terms and conditions only. No funds pass through the County via this document.

IV. Legal Issues: The Oregon Health Plan has been approved by the Legislature.

V. Controversial Issues: N/A

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and medical care for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103366
Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR 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 style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>8/10/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: COMMUNITY & FAMILY SERVICES Division: _____ Date: JULY 24, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 166/700

Description of Contract: An agreement setting forth the conditions in which the Contractor will provide Alcohol & Drug Services under the Oregon Health Plan (OHP).

RFP/BID #: N/A -IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>BENTON COUNTY HEALTH DEPARTMENT</u></p> <p>Mailing Address: <u>530 NW 27TH ST, ALCOHOL TREATMENT PRO</u></p> <p style="text-align: center;"><u>CORVALLIS OR 97330</u></p> <p>Phone: <u>503-757-7838</u></p> <p>Employer ID# or SS#: <u>93-6002285</u></p> <p>Effective Date: <u>MAY 1, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1996</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>-0-</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
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<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: Beverly Stein Date: _____

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: Kathy Gault Date: 8/1/95

County Chair/Sheriff: Beverly Stein Date: 8/10/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	NO	FISCAL	IMPACT								

If additional space is needed, attach separate page. Write contract # on top of page.

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **Department of Community and Family Services** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

And: **Benton County Health Department** "Provider"
Alcohol Treatment Program
530 NW 27th Street
Corvallis, OR 97330
Tax ID Number: 93-6002285

BACKGROUND

A. The Department of Community and Family Services ("CFSD") is a Department of Multnomah County that manages the provision of chemical dependency services through contracts with Essential Community Providers. CFSD is authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans.

B. Provider is (an Oregon _____ corporation/an Oregon partnership/ _____) that provides chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the terms under which Provider will contract with CFSD, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of the Prepaid Health Plan(s) with which CFSD is under contract to provide such services for Plan Members.

D. This Agreement shall incorporate by reference all applicable provisions of the Agreement(s) between CFSD and the Prepaid Health Plan(s) attached as Exhibit A, and all applicable provisions of the attached Prepaid Health Plan Agreement(s) and any amendments to the Agreement(s) shall become binding on Provider through this Agreement.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "CFSD" is defined in recital A above.

1.2 "Prepaid Health Plan" is an organization that is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP), and which has entered into a FCHP Agreement with the State of Oregon, Department of Human Resources, Office of Medical Assistance to provide Oregon Health Plan covered services to Oregon Medicaid Recipients who are enrolled as Members of the Prepaid Health Plan.

1.3 "Provider" is defined in the heading.

2. Effective Date, Term of Agreement, Renewal and Termination

2.1 Effective Date. This Agreement will be in effect on May 1, 1995.

2. Term. The initial term of this Agreement shall be to June 30, 1996 unless terminated earlier in accordance with the provisions of the Agreement(s) attached as Exhibit A.

2.3 Renewal. Unless either party gives the other party at least 30 days written notice that it intends for the Agreement to expire on the effective expiration date, this Agreement shall be automatically renewed annually for a renewal term of one year so long as the provisions of the Agreement(s) attached as Exhibit A remain in effect.

2.4 Termination. Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 90 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of the Agreement(s) attached as Exhibit A.

3. Amendments

3.1 Amendment by CFSD. This Agreement may be amended in writing by CFSD, and such amendment shall automatically become effective 31 days after written notice to Provider, unless specifically rejected by Provider in writing within 30 days of such written notice.

3.2 Amendment by Mutual Consent. This Agreement may be amended by written mutual agreement of the parties. Such amendments shall only be valid when reduced to writing, approved as required, and signed.

4. Assignment and Subcontracting.

4.1 Assignment. Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CFSD.

4.2 Subcontracting. This Agreement is personal between the parties, and Provider shall not subcontract, in whole or in part, any contractual duties without prior written approval by CFSD. Provider expressly acknowledges responsibility for performance of any subcontractor chosen without prior CFSD approval. Provider shall require its subcontractors to comply with the same terms and provide the same assurances as the Provider. Provider shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. This Agreement, including the Agreement(s) attached as Exhibit A and any amendments to the Agreement(s), shall be incorporated by reference in any Provider subcontracts, and all applicable provisions of this Agreement, the attachments and any amendments shall become binding on Provider's subcontractors through these subcontracts.

5. Integration and Severability.

5.1 Integration. This Agreement, including the Agreement (s) attached as Exhibit A, Proof of Provider's Insurance attached as Exhibit B and any program instructions hereby incorporated by reference, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

5.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.

6. Tax Compliance.

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Multnomah County, Oregon

Provider

By _____
Program Manager
Alcohol and Drug

Date

By _____
Provider Executive Director

Date

By Lalanga Poomas 7/25/95
Department Director
Community and Family Services

Date

By _____
Provider Board Chair

Date

By Beverly Stein 8/10/95
Beverly Stein
Multnomah County Chair

Date

REVIEWED:

Multnomah County Counsel

By Katie Gaetjens 8/1/95
Katie Gaetjens
Title Assistant County Counsel

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CFSD/Prepaid Health Plan Chemical Dependency Services Agreement(s)

CareOregon Health Plan

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between

CareOregon

and

Community and Family Services Department

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CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **CareOregon** "CareOregon"
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831

And: **Community and Family Services Department** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

BACKGROUND

A. "CareOregon" is an assumed business name of Multnomah County, Oregon. The Multnomah County Health Department administers CareOregon. CareOregon is authorized to provide managed health care services for Oregon Medicaid recipients.

B. The Multnomah County Community and Family Services Department (CFSD), Alcohol and Drug Program, is a Department of Multnomah County that manages the provision of chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the duties and obligations undertaken by CareOregon and CFSD, including the terms under which CFSD will contract with Essential Community Providers to provide certain chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of CareOregon.

D. This Agreement shall be incorporated by reference in all contracts between CFSD and Providers of Chemical Dependency Services to CareOregon Members, and all applicable provisions of this Agreement shall become binding on Providers through these contracts.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Capitated Service Area" means a Service Area for which a Provider has agreed to assume full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

1.2 "Capitation Payment" means the amount CareOregon pays to CFSD for Members in Multnomah County or pays to a designated Provider for Members in a Capitated Service Area on a per Member, per month basis in accordance with Sections 7 and 8 as set forth on Exhibit B.

1.3 "CareOregon" is defined in Recital A above.

1.4 "CareOregon Policies" means the policies, procedures, protocols, forms and guidelines (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols, and credentialing procedures) adopted from time to time by CareOregon.

1.5 "CFSD" is defined in Recital B above.

1.6 "Chemical Dependency Services" means the subset of Covered Services to be provided by Providers to Members as listed on Exhibit B; specifically, those outpatient chemical dependency services that are those codes listed in the "Oregon Health Plan Services Categories Per Capita Costs February, 1994, through September, 1995", dated October 1, 1993. The term "Chemical Dependency Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement, OMAP Rules and OADAP Rules.

1.7 "Compensation" means the amount CareOregon pays to CFSD or Providers in accordance with Sections 7 and 8, as is listed in the Capitation and Fee-For-Service Rate Schedules set forth on Exhibit B.

1.8 "Covered Services" means those Medically Appropriate services and supplies specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, together with the optional services CareOregon has undertaken to provide under the OMAP Agreement. The term "Covered Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.9 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. If the definition of "Emergency Services" in OAR-410-141-000(17) is amended, the foregoing definition shall be amended accordingly.

1.10 "Essential Community Provider" means a program which has a current Letter of Approval or license from OADAP for the specified chemical dependency services it provides, and which has been so designated by OADAP as a recipient of public funding prior to May 1, 1995.

1.11 "Fee-For-Service Payment" means a fee-for-service payment based on the CareOregon fee-for-service rate schedules set forth on Exhibit B for any Covered Chemical Dependency Services that are provided to a Member.

1.12 "Interim Outpatient Services" means outpatient Chemical Dependency Services that are provided until an individual can begin receiving Chemical Dependency Services at the level indicated by OADAP-approved placement criteria. The purposes of the services are to reduce the adverse health effects of alcohol or drug abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Outpatient Services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing and of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV and TB treatment services if necessary. For pregnant women, Interim Outpatient Services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

1.13 "Intensive Outpatient Treatment Services" means outpatient Chemical Dependency Services that are structured non-residential evaluation, non-residential treatment and continued non-residential care services for those individuals who are abusing or are dependent on alcohol or other drugs and who need at least three face to face therapeutic contacts per week.

1.14 "Medical Director" means the physician licensed by the Oregon Board of Medical Examiners (BME) who serves as the medical director of CareOregon, or his or her so licensed designee.

1.15 "Medically Appropriate" means services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:

1.15.1 Consistent with the symptoms of a medical condition or treatment of a medical condition;

1.15.2 Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;

1.15.3 Not solely for the convenience of the Member or a provider of the service or medical supplies; and

1.15.4 The most cost effective of the alternative levels of service or medical supplies which can be safely provided the Member in Provider's judgment.

1.16 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.17 "Member" means an individual who is found eligible by an Oregon Department of Human Resources Division to receive services under one or more of the medical assistance programs administered by OMAP, who is enrolled with CareOregon and who has selected or been assigned to a primary care provider (PCP).

1.18 "Non-Emergency Services" means those Covered Services which are not Emergency Services.

1.19 "OADAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Alcohol and Drug Abuse Programs.

1.20 "OADAP Rules" means the administrative rules duly promulgated by OADAP under OAR Chapter 410.

1.21 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.22 "OMAP Agreement" means the Provider Services Agreement dated February 1, 1994 between OMAP and CareOregon, as amended from time to time.

1.23 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.24 "Participating Provider" means a health care professional, facility or supplier who has contracted with CareOregon to provide specified Covered Services to Members. A Provider which has a current contract with CFSD to provide Chemical Dependency Services is a CareOregon Participating Provider so long as this Agreement is in effect.

1.25 "PCP" means a primary care practitioner who is licensed, and who has contracted with CareOregon to provide Primary Care Services.

1.26 "Provider" is an Essential Community Provider which has entered into a contract with CFSD to provide Chemical Dependency Services to CareOregon Members, and which meets all other applicable requirements of this Agreement.

1.27 "Provider Manual" means the manual described in Section 6.2 that is provided by CareOregon to Participating Providers.

1.28 "Referring Provider" means a primary care practitioner or specialist referring a CareOregon Member for chemical dependency services.

1.29 "Service Area" means a geographical area with defined service boundaries which conform to the boundaries of Oregon counties.

1.30 "Specialist" means an individual who is licensed to provide specialty care services and who is under contract with CareOregon.

2. Representations and Warranties

2.1 Representations and Warranties of Providers. Each Provider shall represent and warrant to CareOregon as follows:

2.1.1 If Provider is an entity, Provider is duly organized, existing and in good standing under and by virtue of the laws of the State of Oregon;

2.1.2 The execution, delivery and performance of the Provider's contract with CFSD into which this Agreement has been incorporated have been duly authorized by Provider;

2.1.3 The information submitted by Provider to CFSD in connection with Provider's CareOregon credentials application is accurate and does not fail to state information which, under the circumstances, would make any of the disclosed information materially misleading or inaccurate; and

2.1.4 The Provider's contract with CFSD into which this Agreement has been incorporated has been validly executed and delivered on behalf of Provider, is enforceable against Provider in accordance with its terms, and does not conflict with any law, contract or judicial decision applicable to Provider.

2.2 Representations and Warranties of CareOregon. CareOregon represents and warrants to Providers as follows:

2.2.1 Multnomah County d.b.a. CareOregon is fully responsible for the activities of CareOregon;

2.2.2 CareOregon is authorized by law to engage in the activities contemplated by this Agreement, both within and without Multnomah County, Oregon;

2.2.3 The execution, delivery and performance of this Agreement have been duly authorized by the Multnomah County Board of Commissioners; and

2.2.4 This Agreement and the OMAP Agreement have been validly executed and delivered on behalf of CareOregon, are enforceable against CareOregon in accordance with their terms, and do not conflict with any law, county charter, contract or judicial decision applicable to Multnomah County.

3. Engagement

3.1 Chemical Dependency Services. CareOregon hereby engages CFSD to contract with Essential Community Providers as independent contractors to provide or arrange for the provision of Chemical Dependency Services to eligible Members.

3.2 Limitation on Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties, except that Members may assert Section 11.1 hereof.

3.3 Superseding Requirements. This Agreement and the relationship between CareOregon and CFSD, and between CFSD and each Provider which has a contract with CFSD under this Agreement, is subject to the OMAP Agreement, OMAP Rules and OADAP Rules. If there is a conflict between the terms of this Agreement or the terms of a CFSD contract under this Agreement and the OMAP Agreement, OMAP Rules or OADAP Rules, the terms of the OMAP Agreement, OMAP Rules or OADAP Rules shall control.

4. Duties of CFSD

4.1 Chemical Dependency Services. CFSD shall manage access to and the provision of Covered Chemical Dependency Services to eligible Members within the scope of its practice and the practice and licenses of its panel Providers. In Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B, CFSD shall authorize Covered Services to be rendered, the number and frequency of treatments, and the period during which the services may be rendered. For Multnomah County, CFSD assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member. For all other Service Areas, CFSD assumes no risk for the costs of Covered Chemical Dependency Services provided to each eligible Member.

4.2 Participating Providers. CFSD shall contract with a panel of Essential Community Providers that is adequate to service the Member population in all of CareOregon's Service Areas. CFSD shall ensure that Providers maintain a current Letter of Approval or license from OADAP for the services they provide. CFSD shall bind Providers to all applicable requirements of this Agreement, including compliance with OMAP Rules, OADAP Rules and CareOregon Policies.

4.3 Standards. CFSD shall be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A. CFSD shall provide technical assistance to CareOregon with respect to OMAP and OADAP requirements regarding access to services, Member communications, PCP and Specialist communications, chemical dependency screening, and alcohol, tobacco and other drug abuse prevention, and as well as with respect to other areas as may be mutually agreed upon.

4.4 CareOregon Policies. CFSD shall develop policies, procedures, protocols, forms and guidelines related to Covered Chemical Dependency Services (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols and credentialing procedures) for review and adoption by CareOregon as CareOregon Policies.

4.5 Utilization Management and Quality Review. CFSD shall develop, cooperate with and participate in CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services.

5. Duties of Provider

5.1 Chemical Dependency Services. Provider shall provide Chemical Dependency Services to eligible Members in the Service Area within the scope of its practice and license. Provider shall accept all eligible Members self-referred or referred by a Referring Provider for diagnosis and treatment. Eligible Members shall be treated without discrimination of any kind. For Capitated Service Areas so designated in Exhibit B, designated Provider assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

5.2 Authorization and Referrals. Provision of Non-Emergency Services by a Provider in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be preauthorized by CFSD in accordance with CareOregon Policies. The Covered Services to be rendered, including assessments, the number and frequency of treatments, and the period during which services may be rendered, shall all be as limited by CFSD. Except with the written consent of the Medical Director, or as permitted by the CareOregon Policies, referrals are permitted only to Participating Providers.

5.3 Eligibility. Before providing Covered Chemical Dependency Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card and supporting identification, and that membership and enrollment are verified by CareOregon by telephone or other method authorized in the CareOregon Policies.

5.4 Service Provision. Provider shall:

5.4.1 Consider denial as a symptom inherent in the nature of chemical dependency and consequently make reasonable efforts to engage Members who require chemical dependency treatment to participate in recommended treatment;

5.4.2 Make decisions about access to chemical dependency treatment, continued stay and discharge based upon OADAP-approved criteria. Provider shall inform the referral source, the Member, CFSD and OADAP of the reasons for denial of outpatient treatment or continuation of treatment to any Member who meets OADAP criteria for outpatient treatment, notwithstanding the provision of Interim Outpatient Services, or who has not yet met the OADAP criteria for discharge from outpatient treatment. Documentation shall be provided to CFSD and

OADAP in writing within 10 calendar days, and shall include the name of the Member, the specific reasons for denial, the name of the person who made the decision to deny or discontinue treatment and shall be specific as to the OADAP placement, continued stay and discharge criteria;

5.4.3 To the extent appropriate and possible, provide specialized Chemical Dependency Services designed specifically for the following groups as set forth in OADAP administrative rules: adolescents; women, minorities or people involved with the criminal justice system;

5.4.4 Coordinate referral and follow-up of Members to residential treatment services, community detoxification and/or basic core services which include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial; and legal services;

5.4.5 Provide at least Interim Outpatient Services to a Member who meets OADAP criteria for Intensive Outpatient Treatment Services, residential treatment services, community detoxification, or methadone maintenance, but for whom these services may not be immediately available;

5.4.6 Provide OADAP, within 30 calendar days of admission or discharge, with all information required by OADAP's most current publication "Client Process Monitoring System," which is by this reference incorporated herein; and

5.4.7 Ensure that all staff who evaluate Members for access to and length-of stay in chemical dependency treatment have the training and background in chemical dependency services and knowledge of OADAP-approved placement, continued stay and discharge criteria.

5.5 Standards. Provider shall:

5.5.1 Provide chemical dependency services in a manner which assures continuity and coordination of the health care services provided to each Member;

5.5.2 Conduct its practice and treat all Members using that degree of care, skill, and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Provider's community or a similar community (see ORS 677.095);

5.5.3 Obtain and maintain, and require its employees, partners, agents and subcontractors rendering services under this Agreement to obtain and maintain, any and all required licenses, certificates or qualifications, including a current Letter of Approval or license from OADAP for the services which they provide, and give CFSD immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

5.5.4 Be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A; and

5.5.5 Comply with all OMAP Rules, OADAP Rules, CareOregon Policies, applicable requirements of this Agreement and with other applicable state and federal laws and regulations.

5.6 Name. Provider shall allow its name to be used in connection with CareOregon's communication with Members and potential Members.

5.7 Utilization Management and Quality Review. Provider shall cooperate with, and participate in, CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services, which shall be developed by CFSO pursuant to this Agreement.

5.8 Miscellaneous Federal Laws. Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Provider shall report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). Provider shall comply with other applicable federal law.

5.9 Energy Efficiency. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Pub. L. 94-165).

5.10 Equal Opportunity. To the extent applicable, Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

5.11 Advance Directives. Provider shall comply with the requirements of Oregon Revised Statutes, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.

5.12 Lobbying. Provider shall acknowledge that no federal appropriated funds have been paid or shall be paid, by or on behalf of the Provider, 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 federal contract, grant, loan or cooperative agreement. Provider shall agree that if any funds other than federal appropriated funds have been paid or shall 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 or a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.13 Independent Contractors. Provider and its subcontractors, employees and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the state or Multnomah County as those terms are used in ORS 30.265.

6. Duties of CareOregon

6.1 General. CareOregon shall perform all administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement, including processing of Provider claims for Fee-For-Service Payments in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B.

6.2 Provider Manual. CareOregon shall supply each Provider with a copy of the "Provider Manual" and periodic additions and changes thereto. The "Provider Manual" shall include copies of the CareOregon Policies, relevant provisions of the OMAP Rules and the OMAP Agreement, a list of Participating Providers, and any other documents necessary to guide Providers. Services provided under this Agreement are subject to CareOregon Policies regarding chemical dependency care.

6.3 Enrollment. CareOregon shall process all Member data and shall help members select, or shall assign members to a PCP.

6.4 Identification and Eligibility. CareOregon shall supply Members with a CareOregon identification card. CareOregon shall make available information regarding the current enrollment and form of benefit plans of Members.

6.5 Responsiveness. CareOregon shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP assignment to Members, and prior authorization of written referrals.

6.6 Participating Providers. CareOregon shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service the Member population. CareOregon shall publish and maintain a list of Participating Providers. Each Provider which has a current contract with CFSD to provide Chemical Dependency Services shall be listed as a chemical dependency service provider of CareOregon so long as this Agreement is in effect.

6.7 Credentialing. CareOregon shall adopt Provider Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each chemical dependency service Provider under those Guidelines. Any adverse credentialing action shall be taken only pursuant to those Guidelines.

6.8 Names. CareOregon shall assure that any registration necessary or desirable for the use of CAREOREGON and any other names or logos CareOregon uses (the "Names") as an assumed business name and service mark is filed and maintained and that CareOregon has rights to use the Names for managed care services in Oregon. Each Provider may use the Names in connection with communication with Members and potential Members.

6.9 Standards. CareOregon will comply with all applicable State and Federal laws and regulations.

7. CFSD Compensation

7.1 Capitation Payments. For Multnomah County, CareOregon shall pay CFSD the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment, less all Fee-For-Service Payments made directly to Providers. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to CFSD, less all Fee-For-Service Payments made directly to Providers, by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to CFSD for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to CFSD by the 15th day of the month after CareOregon processes the enrollment in error.

7.2 Disenrollment. If a Multnomah County Member is disenrolled, CareOregon may recoup or CFSD shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as CFSD is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

7.3 Risk-Sharing and Incentive Arrangements. Capitation Payments for Multnomah County Members as well as compensation for CFSD administration in all Service Areas under this Agreement shall be made in accordance with Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C.

8. Provider Compensation

8.1 Capitation Payments. For Capitated Service Areas so designated in Exhibit B, CareOregon shall pay designated Provider the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to Provider by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to Provider for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to Provider by the 15th day of the month after CareOregon processes the enrollment in error.

8.2 Disenrollment. For Capitated Service Areas so designated in Exhibit B, if a Member is disenrolled CareOregon may recoup or designated Provider shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as Provider is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

8.3 Fee-For-Service Payments. Providers in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be reimbursed directly by CareOregon through Fee-For-Service Payments as set forth on Exhibit B.

8.4 Billings and Payment of Claims. Provider shall submit Fee-For-Service bills to CareOregon within 90 days of the provision of the chemical dependency services being billed. Provider shall submit Fee-For-Service bills in the form and manner specified in the CareOregon Policies. CareOregon shall pay to Provider, by the 60th day after a clean claim is received, Fee-For-Service Payments for chemical dependency services that are provided to a Member. Billing and payment for all Fee-For-Service claims shall be pursuant to CareOregon Policies.

8.5 Conditions for Payment. CareOregon shall have no obligation to make Capitation or Fee-For-Service Payments to Provider relating to an individual if:

8.5.1 Provider fails to verify an individual's eligibility for Chemical Dependency Services in accordance with CareOregon Policies and the individual is not an eligible Member, or fails to obtain any required authorization from CFSD to provide Chemical Dependency Services to an eligible Member in accordance with CareOregon Policies; or

8.5.2 Information provided to CareOregon by Provider is materially inaccurate, and CareOregon should later determine either that the individual was not eligible or the services were not Chemical Dependency Services; or

8.5.3 The delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the CareOregon Utilization Management and Quality Review Program for Chemical Dependency Services; or

8.5.4 Provider fails to submit Fee-For-Service bills or encounter data within 90 days of the day on which the Chemical Dependency Service was provided to the Member.

8.6 Overpayments. Any payments received by Provider in breach of section 8.5, and any other payments received by Provider from CareOregon to which Provider is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Provider as an offset against future payments due, in accordance with OAR 410-120-740, or as otherwise provided by law.

8.7 Risk-Sharing and Incentive Arrangements. CareOregon and CFSD shall establish and each Provider shall participate in Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C. Capitation Payments or Fee-For-Service Payments, as appropriate, shall be made to Providers in accordance with these Arrangements.

8.8 Coordination of Benefits. CareOregon reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies and CareOregon. CareOregon may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Provider has knowledge that a Member has third party health insurance or health benefits or that either Member or Provider is entitled to payment by a third party, Provider shall immediately so advise CareOregon. CareOregon shall be entitled to a credit or refund for the exact amount of duplicate payment received by Provider. Provider shall follow CareOregon Policies, including referrals only to Participating Providers, even when other coverage is available to Member.

8.9 Effect of Payment: Non-Covered Services. The payments to Provider by CareOregon under this Section 8 shall compensate Provider and all persons providing Chemical Dependency Services under or through Provider, including Provider's subcontractors, for the provision of Chemical Dependency Services to Members. Services, supplies or equipment which are not Covered Services may be the responsibility of the Member, and Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by CareOregon shall not constitute a waiver of defenses.

8.10 Encounter Data. Provider shall submit to CareOregon encounter data for each contact with a Member, in accordance with CareOregon Policies. Provider shall submit encounter data at least once per calendar month. Provider shall use its best efforts to supply encounter data within 30 days after a contact, and shall in all cases supply such data no later than 90 days after a contact. Each encounter claim shall include such information as may be required by CareOregon Policies. Provider acknowledges that CareOregon is subject to additional costs and administrative fees for failure to submit encounter data in compliance with OMAP Rules. Provider shall indemnify CareOregon for any such costs or fees caused by Provider's failure to promptly deliver encounter data after reasonable notice of such failure.

8.11 Surcharges. Provider shall not charge, bill or attempt to collect from CareOregon or the Member for any charges incurred in connection with Chemical Dependency Services, except for any copayment, deductible, or other surcharge allowed by the OMAP Rules ("Permitted Surcharge"). The agreement of a Member to the contrary shall not bind CareOregon. In no event, including, but not limited to nonpayment by CareOregon, CareOregon's insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement (other than a Permitted Surcharge) from, or have any recourse against OMAP, a Member or other person, other than CareOregon, for Chemical Dependency Services. This provision shall not prohibit collection for non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of CareOregon's insolvency, Provider shall continue to provide Chemical Dependency Services to Members for the duration of the period for which CareOregon was paid a capitation payment by OMAP on behalf of the Member or until the Member's discharge from inpatient facilities, whichever is later.

9. Provider Indemnity and Insurance

9.1 Indemnity.

9.1.1 Provider shall defend, indemnify, save and hold harmless Multnomah County, CareOregon, CFSD and OMAP, and each of their respective officers, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of Provider or its subcontractors, agents or employees, subject to the limitations of Oregon or federal law.

9.1.2 CareOregon and CFSD shall defend, indemnify, save and hold harmless Provider, and its officers, partners, shareholders, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of CareOregon or CFSD or any of their subcontractors, agents or employees, other than Provider or persons acting through Provider, subject to the limitations of Oregon law.

9.2 Liability Insurance. Provider shall obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage for direct and vicarious liability relating to any damages caused by any error, omission or negligent act of Provider (or any of its partners, shareholders, officers and employees) in an amount not less than \$1,000,000 per person per incident and \$3,000,000 in the aggregate. Such insurance shall be upon terms and with insurance carriers reasonably acceptable to CareOregon. Provider shall attach proof of insurance coverage to Provider's contract with CFSD. Provider shall provide proof of continued insurance coverage to CFSD at least annually and upon request of CareOregon. CareOregon may accept Provider's self insurance or tort claims act protection in lieu of insurance on a case-by-case basis upon terms satisfactory to CareOregon.

9.3 Legal Claims.

9.3.1 Each party shall furnish, and shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim which might give rise to an obligation of indemnity under this Section 9.

9.3.2 Each party shall cooperate with the other parties and their respective insurance carriers in order to handle such claims as economically as possible.

9.4 Workers' Compensation. Provider shall maintain Workers' Compensation Insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as Defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Provider without the assistance or labor of any employee may file a statement with provider indicating this status. Either a certificate showing current Worker's Compensation Insurance or a No Employee Certificate shall be attached to Provider's contract with CFSD, and thereby incorporated.

10. Provider Records and Confidentiality of Records

10.1 Maintenance. Provider shall maintain financial, medical and other records pertinent to this Agreement. All records other than medical records shall be retained by Provider for at least three years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records 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. Provider shall maintain certain medical records for at least four years after the date of service or for such longer length of time as may be dictated by generally accepted standards for record keeping, in accordance with OAR 410-141-180.

10.2 Access. At all reasonable times, Provider shall provide CFSD, CareOregon, OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions, for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.

10.3 Confidentiality. Subject to the requirements of applicable law, including 42 CFR Part 431, Subpart F, Provider, CFSD and CareOregon shall not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the Member, the Member's attorney or, if appropriate, the Member's parent or guardian. Provider shall maintain the confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information. Provider shall follow federal (42 CFR Part 2) and State (ORS 426.460) confidentiality laws and regulations governing the identity and medical/client records of Members who receive Chemical Dependency Services. Provider, CFSD and CareOregon shall ensure that their agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision.

10.4 Survival. All of this Article 10 shall survive termination of this Agreement or a contract under this Agreement for a period of five years.

11. Grievance Procedures

11.1 Members. CareOregon shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Participating Providers under this Agreement shall cooperate with such grievance procedures.

12. Term and Termination

12.1 Effective Date and Term of Agreement. This Agreement will be in effect on May 1, 1995. The initial term shall be the same as the term of the OMAP Agreement, to September 30, 1995. This Agreement shall thereafter be automatically renewed for the renewal term of the OMAP Agreement.

12.2 Termination of Agreement or Provider Contract Without Cause. Either party to this Agreement may terminate this Agreement without cause, or either party to a Provider contract under this Agreement may terminate the Provider contract without cause, by giving the other party written notice of termination of at least 90 days prior to the effective termination date, which may be the last day of any month designated in the notice.

12.3 Termination of Provider Contract By CFSD With Cause. Following notice to Provider setting forth the specific grounds for termination or suspension, at CareOregon's direction or its own initiative CFSD may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of :

12.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Provider, including but not limited to Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Provider's insurance as required in Section 9.2;

12.3.2 The termination, suspension or expiration of the OMAP Agreement or this Agreement;

12.3.3 Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

12.3.4 The discovery by CareOregon or CFSD that the representations and warranties of Provider under Section 2.1 are materially inaccurate or the violation by Provider of any material provision of this Agreement or the CareOregon Policies, if the same is not cured within 30 days after notice of the misrepresentation or violation; or

12.3.5 A danger posed by Provider to the health or safety of Members in the sole discretion of CareOregon.

Following any such suspension or termination, CareOregon's grievance or credentialing process will be available to resolve any dispute about the grounds for termination or suspension.

12.4 Termination of Provider Contract By Provider With Cause. Following notice to CFSD setting forth the specific ground for termination or suspension, Provider may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of:

12.4.1 The failure of CareOregon to make any payment required under this Agreement within 30 days after a notice from Provider that it is past due; or

12.4.2 The discovery by Provider that the representations and warranties of CareOregon in Section 2.2 are materially inaccurate or the violation by CareOregon of any material provision of this Agreement or the CareOregon Policies (other than the failure to make a payment), if the same is not cured within 30 days after notice of the misrepresentation or violation.

12.5 Transition. CareOregon, CFSD and Provider shall continue to perform all of their duties and obligations with respect to Members then under the care of Provider to the date of termination. Provider shall be eligible for reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination.

12.6 Duties After Termination. Upon termination of this Agreement or a Provider contract under this Agreement:

12.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress;

12.6.2 If Provider continues to provide Chemical Dependency Services after the date of termination, CareOregon shall make Fee-For-Service Payments if the former Member is an OMAP recipient and CareOregon qualifies for such payments from OMAP; and

12.6.3 There shall be a final accounting of payments due to or refunds payable by Provider.

12.7 Survival. The following provisions of this Agreement shall survive its termination or the termination of a Provider contract under this Agreement: Sections 1, 2, 3.2, 5.6, 9.1, 9.3, 10, 11, 12.6 and 13.3 to 13.7. Sections 7 and 8 shall survive termination with respect to compensation for periods prior to termination.

13. Miscellaneous

13.1 Amendments. This Agreement and the CareOregon Policies may be amended in writing by CareOregon, and such amendment shall automatically become effective 31 days after written notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of such written notice. Any other amendment requires written consent of CFSD.

13.2 Assignment. CFSD may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CareOregon. CareOregon may assign this Agreement or any of its obligations or rights hereunder without the consent of CFSD. In the event of any assignment by CareOregon to a person other than OSHU, such assignment shall automatically become effective upon notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of written notice; such a rejection by CFSD shall terminate this Agreement. In the event of merger, consolidation or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

13.3 Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

13.4 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

CareOregon: CareOregon
1500 SW First Avenue, Suite 250
Portland, OR 97201-5831
Attention: Plan Administrator

CFSD: Community and Family Services Department
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, OR 97204-1619
Attention: Program Manager

Notice shall be deemed given on the date it is personally delivered, or one day after the date it is dispatched by express, or three days after the date it is deposited in the U.S. Mail in accordance with the foregoing. Telefax notice shall be deemed delivered if receipt is acknowledged in writing. Either party may at any time change its address for notification purposes by mailing a notice as required above stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice or if no date is specified, on the fifth (5th) day following the date such notice is received.

13.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.6 Availability of Funds. CareOregon's liability under this Agreement is subject to the limitations and conditions of Oregon Constitution Article XI, Sections 9 (pertaining to limitations on powers of county to assist corporations) and 10 (pertaining to county debt limitation).

13.7 Governing Law. Provider contracts under this Agreement shall be governed by the laws of the State of Oregon. The parties to such Provider contracts shall stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah for any actions under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the __
__ day of _____, 199__.

Multnomah County, Oregon
doing business as CareOregon

Multnomah County, Oregon
Community and Family Services Department

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Reviewed:
Multnomah County Counsel

By Katie Gutz
Title Assistant County Counsel
Date 6/26/95

EXHIBIT A
ASSURANCES FORM

PREPAID HEALTH PLAN NAME CareOregon

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package.

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUI treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member; the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial

diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

- Job Opportunities & Basic Skills (JOBS) referrals
- Drug Courts referrals
- Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature Mary L. Hennrich
Printed
Name MARY L. HENNRICH
Title Clinical Administrator
Date 11/30/94

Exhibit B

Capitation and Fee-For-Service Rate Schedules: Chemical Dependency Services

The initial term of this Agreement is May 1, 1995 through September 30, 1995.

For the term of this Agreement, the scope of Chemical Dependency Services include Methadone Treatment Services, Outpatient Alcohol or Drug-Free Treatment Services and following July 1, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services. Methadone Treatment Services consist of the provision of assessment and non-residential methadone detoxification, treatment or maintenance services to persons who are not in need of 24 hour supervision for effective treatment of their opiate dependency. Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and non-residential treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse. Intensive Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and structured non-residential intensive treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse but who need at least three face to face therapeutic contacts per week.

The scope of Chemical Dependency Services under this Agreement do not include Medically Managed Inpatient Services, Medical Detoxification Services, Non-Hospital Alcohol or Drug Detoxification Services, Residential Services, Intensive Residential Services or prior to June 30, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services.

CAPITATION RATE SCHEDULES

MULTNOMAH COUNTY

In consideration of all work to be performed by CFSD under this Agreement for Members in Multnomah County, CareOregon shall compensate CFSD with a subsidized OMAP Capitation Payment for each eligible Member, less all Fee-For-Service Payments made directly to Providers, in accordance with Sections 7 and 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 2.59 for OHP Eligibles	\$ 3.73 for OHP Eligibles
\$ 5.68 for PLM Adults	\$ 8.79 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$18.38 for GA Recipients	\$25.16 for GA Recipients
\$ 4.35 for AB/AD with Medicare	\$ 5.47 for AB/AB with Medicare
\$16.32 for AB/AD without Medicare	\$19.91 for AB/AD without Medicare
\$ 0.09 for OAA with Medicare	\$ 0.12 for OAA with Medicare
\$ 0.08 for OAA without Medicare	\$ 0.12 for OAA without Medicare
\$15.52 for CSD Children	\$25.38 for CSD Children

Funds at these rates shall be paid to a Multnomah County Carve-Out Pool, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

CAPITATED SERVICE AREA: UMATILLA AND UNION COUNTIES

In consideration of all work to be performed by the designated Provider under this Agreement for Members in this Capitated Service Area, CareOregon shall compensate the Provider with the OMAP Capitation Payment for each eligible Member, in accordance with Section 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 1.29 for OHP Eligibles	\$ 2.16 for OHP Eligibles
\$ 3.46 for PLM Adults	\$ 5.84 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$ 8.22 for GA Recipients	\$13.34 for GA Recipients
\$ 1.34 for AB/AD with Medicare	\$ 2.20 for AB/AD with Medicare
\$ 5.04 for AB/AD without Medicare	\$ 8.10 for AB/AD without Medicare
\$ 0.04 for OAA with Medicare	\$ 0.06 for OAA with Medicare
\$ 0.04 for OAA without Medicare	\$ 0.06 for OAA without Medicare
\$11.73 for CSD Children	\$19.18 for CSD Children

Funds at these rates shall be paid directly to the Provider, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

FEE-FOR SERVICE RATE SCHEDULES

MULTNOMAH COUNTY AND BALANCE OF STATE

CareOregon shall compensate approved Providers for authorized services provided to Members in Multnomah County and the Balance of the State Counties with Fee-For-Service Payments, in accordance with Section 8 of this Agreement and the following Medicaid rate schedules:

CLAIMS CODES	DESCRIPTION	UNIT	MAX. PER UNIT
BA 310 or BA 350	A/D Abuse Assessment	15 minutes	\$17.91
BA 311 or BA 351	Psychological Testing	15 minutes	\$17.91
BA 312 or BA 352	Individual/Family Therapy	15 minutes	\$17.91
BA 313 or BA 353	Group Therapy	15 minutes	\$ 5.97
BA 315 or BA 355	Methadone Dispensing	One dose	\$ 3.55
To Be Determined	Methadone Dosing -DRUG	One dose	\$ 0.75
CPT 99202	Pretreatment Physical	Single Exam	\$89.31
BA 316 or BA 356	NOT USED		
CPT 81099	Urinalysis	One UA	\$17.34
BA 317 or BA 357	NOT USED		
BA 318 or BA 358	Consultation	15 minutes	\$17.91
BA 319 or BA 359	Acupuncture	One Session	\$23.86
BA 360	Group Screening	15 minutes	\$ 5.97
BA 321 or BA 361	Multi-Family Group Thrpy	15 minutes	\$ 5.97
BA 340 or BA 380	Sign Language/Oral Interp.	15 minutes	\$ 6.44

Provider shall submit claims which reflect either 100% of these Medicaid Rates or Usual and Customary Rates, whichever are lower, multiplied times the number of units of services provided to the Member. CareOregon shall pay claims directly to the Provider at 70% of Medicaid Rates from funds in the Multnomah County or Balance of State Carve-Out Pools, as appropriate. Any deficits or surpluses in these Carve-Out Pools following the final accounting of claims for services provided to Members through September 30, 1995 shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

Exhibit C

Risk-Sharing and Incentive Arrangements: Chemical Dependency Services

OMAP has increased the basic capitation rates to CareOregon to cover Chemical Dependency Services. OMAP has also included an additional 6% administrative rate based on the increased Chemical Dependency Services capitation rates to compensate for CareOregon administration.

For all Service Areas, the 6% administrative rate will be retained by CareOregon to offset CareOregon administrative costs. The increased capitation rates for Chemical Dependency Services will be managed as follows:

MULTNOMAH COUNTY

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Multnomah County to a Multnomah County Carve-Out Pool. In addition, CareOregon will pay a 32.35% per Member per month subsidy to the Multnomah County Carve-Out Pool to compensate for the high incidence of Methadone Treatment Services provided in the Service Area. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustment, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Multnomah County Carve-Out Pool (capitation rates and rate subsidy) is in deficit or surplus.

If the final fund balance in the Pool is negative, CFSD shall pay CareOregon an amount equal to the Pool deficit from CFSD resources. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) a payment equal to 5% of the capitation rates for Multnomah County Members will be made to CFSD to compensate for CFSD administration in Multnomah County; 2) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 3) payments will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs, up to a total amount equivalent to one-half of the rate discount (10% of Medicaid Rates) for all claims submitted. Any remaining balance in the Pool following these payments will be retained by CareOregon.

UMATILLA AND UNION COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Umatilla and Union Counties to a CFSD-designated Provider, Greater Oregon Behavioral Health, Inc. (GOBHI). No additional rate subsidy will be paid to GOBHI. GOBHI will use these funds to pay GOBHI-authorized claims for Chemical Dependency Services submitted by approved Providers.

GOBHI shall submit Encounter Data to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of GOBHI.

Payments will be made directly to Providers by GOBHI. Based on all claims submitted within the 90-day claims run out period following September 30, 1995, GOBHI will determine whether its CareOregon fund balance is in deficit or surplus.

If GOBHI's final fund balance is negative, GOBHI is financially responsible for the deficit. There will be no further risk to CareOregon or CFSD.

If GOBHI's final fund balance is positive, GOBHI may retain any or all of the surplus to compensate for GOBHI administration or distribute any or all of the surplus to Providers at its discretion. CareOregon will not require that any amount of this surplus be returned to CareOregon or be paid to CFSD to compensate for CFSD administration.

BALANCE OF STATE COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in other Counties to a Balance of State Carve-Out Pool. No additional rate subsidy will be paid to this Pool. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers. CareOregon will establish a Balance of State Safety Net, separate from this Pool, to mitigate the potential for uncompensated risk to Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon. CareOregon will also be responsible for paying CFSD from CareOregon resources at a rate of 5% of the capitation rates for Balance of State Members to compensate for CFSD administration in the Balance of State Counties.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustments, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Balance of State Carve-Out Pool (capitation rates only) is in deficit or surplus.

If the final fund balance in the Pool is negative, CareOregon will pay an amount to the Pool equal to the Pool deficit from the Balance of State Safety Net. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Balance of State Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 2) payments from any remaining balance will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs. CareOregon will not require that any amount of this surplus be retained by CareOregon or paid to CFSD.

EXHIBIT B

Proof of Provider's Insurance

MEETING DATE: AUG 10 1995AGENDA NO: R-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORMSUBJECT: *Ratification of an Agreement with Clackamas County Mental Health*

BOARD BRIEFING

Date Requested: _____
Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: _____
Amount of Time Needed: 5 MinutesDEPARTMENT: Community and Family ServicesCONTACT: Lorenzo Poe/

DIVISION: _____

TELEPHONE: 248-3691BLDG/ROOM: B166/7thPERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Norma Jaeger**ACTION REQUESTED:**

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Department of Community and Family Services Alcohol and Drug Program and Clackamas County Mental Health-Alcohol and Drug Program for the period May 1, 1995 through June 30, 1996. The agreement sets forth the terms under which the Contractor will provide Oregon Health Plan covered chemical dependency services to Oregon Medicaid recipients who are members of prepaid health plans.

8/18/95 ORIGINALS TO CAROLYNNE WEBBER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

*Lorenzo Poe***ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

bcc

BOARD OF
CLACKAMAS COUNTY
1995 AUG - 2 AM 11:28
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: July 24, 1995

SUBJECT: Intergovernmental Agreement with Clackamas County Mental Health

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of an Intergovernmental Agreement with Clackamas County Mental Health-Alcohol and Drug Program, for the period May 1, 1995 through June 30, 1996.

II. Background/Analysis: The Department of Community and Family Services (DCFS) has been authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans throughout the state of Oregon. This agreement sets forth the terms under which provider agencies will contract with DCFS, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled in prepaid health plans with which DCFS is under contract to provide services. The agreement attached is effective from May 1, 1995 through June 30, 1996.

III. Financial Impact: The agreement attached sets forth terms and conditions only. No funds pass through the County via this document.

IV. Legal Issues: The Oregon Health Plan has been approved by the Legislature.

V. Controversial Issues: N/A

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life and medical care for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103376
Amendment # _____

<p style="text-align: center;">CLASS I</p> <p>[] Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p>[] Professional Services over \$25,000 (RFP, Exemption)</p> <p>[] PCRB Contract</p> <p>[] Maintenance Agreement</p> <p>[] Licensing Agreement</p> <p>[] Construction</p> <p>[] Grant</p> <p>[] Revenue</p>	<p style="text-align: center;">CLASS III</p> <p>[X] Intergovernmental Agreement</p> <p>[] Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-7</u> DATE <u>8/10/95</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: COMMUNITY & FAMILY SERVICES Division Date: JULY 24, 1995

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: CAROLYNNE WEBBER Phone: 248-3691 X2583 Bldg/Room: 166/700

Description of Contract: An agreement setting forth the conditions in which the Contractor will provide Alcohol & Drug Services under the Oregon Health Plan (OHP).

RFP/BID #: N/A -IGA Date of RFP/BID: _____ Exemption Expiration Date: _____

ORS/AR # _____ Contractor is [] MBE [] WBE [] QRF

<p>Contractor Name: <u>CLACKAMAS COUNTY MENTAL HEALTH</u></p> <p>Mailing Address: <u>PO BOX 164 - ALCOHOL & DRUG PROG.</u> <u>MARYLHURST OR 97036</u></p> <p>Phone: <u>503-655-8651</u></p> <p>Employer ID# or SS#: <u>93-6002286W</u></p> <p>Effective Date: <u>MAY 1, 1995</u></p> <p>Termination Date: <u>JUNE 30, 1996</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>-0-</u></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Payment Schedule</td> <td style="width: 50%;">Terms</td> </tr> <tr> <td>[] Lump Sum \$ _____</td> <td>[] Due on Receipt</td> </tr> <tr> <td>[] Monthly \$ _____</td> <td>[] Net 30</td> </tr> <tr> <td>[] Other \$ _____</td> <td>[] Other</td> </tr> <tr> <td colspan="2">[] Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2">[] Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes [] No []</td> </tr> </table>	Payment Schedule	Terms	[] Lump Sum \$ _____	[] Due on Receipt	[] Monthly \$ _____	[] Net 30	[] Other \$ _____	[] Other	[] Requirements contract - Requisition Required		Purchase Order No. _____		[] Requirements Not to Exceed \$ _____		Encumber: Yes [] No []	
Payment Schedule	Terms																
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[] Requirements contract - Requisition Required																	
Purchase Order No. _____																	
[] Requirements Not to Exceed \$ _____																	
Encumber: Yes [] No []																	

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 7/25/95

Purchasing Director: _____ Date: _____

(Class II Contracts Only)

County Counsel: *Laticia Hart* Date: 8/1/95

County Chair/Sheriff: *Barbara Dean* Date: 8/10/95

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
01.	NO	FISCAL	IMPACT								

If additional space is needed, attach separate page. Write contract # on top of page.

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **Department of Community and Family Services** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

And: **Clackamas County Mental Health** "Provider"
Alcohol and Drug Program
P.O. Box 164
Marylhurst, OR 97036
Tax ID Number: 93-6002286W

BACKGROUND

A. The Department of Community and Family Services ("CFSD") is a Department of Multnomah County that manages the provision of chemical dependency services through contracts with Essential Community Providers. CFSD is authorized to contract for Oregon Health Plan (OHP) covered chemical dependency services on behalf of Prepaid Health Plans.

B. Provider is (an Oregon _____ corporation/an Oregon partnership/ a public agency) that provides chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the terms under which Provider will contract with CFSD, to provide OHP covered chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of the Prepaid Health Plan(s) with which CFSD is under contract to provide such services for Plan Members.

D. This Agreement shall incorporate by reference all applicable provisions of the Agreement(s) between CFSD and the Prepaid Health Plan(s) attached as Exhibit A, and all applicable provisions of the attached Prepaid Health Plan Agreement(s) and any amendments to the Agreement(s) shall become binding on Provider through this Agreement.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "CFSD" is defined in recital A above.

1.2 "Prepaid Health Plan" is an organization that is registered with the Oregon Secretary of State as an Outpatient Care Facility which is a Fully Capitated Health Plan (FCHP), and which has entered into a FCHP Agreement with the State of Oregon, Department of Human Resources, Office of Medical Assistance to provide Oregon Health Plan covered services to Oregon Medicaid Recipients who are enrolled as Members of the Prepaid Health Plan.

1.3 "Provider" is defined in the heading.

2. Effective Date, Term of Agreement, Renewal and Termination

2.1 Effective Date. This Agreement will be in effect on May 1, 1995.

2. Term. The initial term of this Agreement shall be to June 30, 1996 unless terminated earlier in accordance with the provisions of the Agreement(s) attached as Exhibit A.

2.3 Renewal. Unless either party gives the other party at least 30 days written notice that it intends for the Agreement to expire on the effective expiration date, this Agreement shall be automatically renewed annually for a renewal term of one year so long as the provisions of the Agreement(s) attached as Exhibit A remain in effect.

2.4 Termination. Either party to this Agreement may terminate this Agreement without cause by giving the other party written notice of termination at least 90 days prior to the effective termination date. Termination by either party for cause shall be in accordance with the applicable provisions of the Agreement(s) attached as Exhibit A.

3. Amendments

3.1 Amendment by CFSD. This Agreement may be amended in writing by CFSD, and such amendment shall automatically become effective 31 days after written notice to Provider, unless specifically rejected by Provider in writing within 30 days of such written notice.

3.2 Amendment by Mutual Consent. This Agreement may be amended by written mutual agreement of the parties. Such amendments shall only be valid when reduced to writing, approved as required, and signed.

4. Assignment and Subcontracting.

4.1 Assignment. Provider may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CFSD.

4.2 Subcontracting. This Agreement is personal between the parties, and Provider shall not subcontract, in whole or in part, any contractual duties without prior written approval by CFSD. Provider expressly acknowledges responsibility for performance of any subcontractor chosen without prior CFSD approval. Provider shall require its subcontractors to comply with the same terms and provide the same assurances as the Provider. Provider shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into. This Agreement, including the Agreement(s) attached as Exhibit A and any amendments to the Agreement(s), shall be incorporated by reference in any Provider subcontracts, and all applicable provisions of this Agreement, the attachments and any amendments shall become binding on Provider's subcontractors through these subcontracts.

5. **Integration and Severability.**

5.1 Integration. This Agreement, including the Agreement (s) attached as Exhibit A, Proof of Provider's Insurance attached as Exhibit B and any program instructions hereby incorporated by reference, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

5.2 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained within.

6. **Tax Compliance.**

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

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Multnomah County, Oregon

Provider

By _____
Program Manager Date
Alcohol and Drug

By _____
Provider Executive Director Date

By Lolene P. Peltus 7/25/95
Department Director Date
Community and Family Services

By _____
Provider Board Chair Date

By Beverly Stein 8/10/95
Beverly Stein Date
Multnomah County Chair

REVIEWED:
Multnomah County Counsel

By Katie Gault 8/11/95
Title Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 8/10/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

CFSD/Prepaid Health Plan Chemical Dependency Services Agreement(s)

CareOregon Health Plan

ODS Health Plan

CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between

CareOregon

and

Community and Family Services Department

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CHEMICAL DEPENDENCY SERVICES AGREEMENT

Between: **CareOregon** "CareOregon"
1500 SW First Avenue, Suite 250
Portland, Oregon 97201-5831

And: **Community and Family Services Department** "CFSD"
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, Oregon 97204-1619

BACKGROUND

A. "CareOregon" is an assumed business name of Multnomah County, Oregon. The Multnomah County Health Department administers CareOregon. CareOregon is authorized to provide managed health care services for Oregon Medicaid recipients.

B. The Multnomah County Community and Family Services Department (CFSD), Alcohol and Drug Program, is a Department of Multnomah County that manages the provision of chemical dependency services through licensed practitioners.

C. This Chemical Dependency Services Agreement sets forth the duties and obligations undertaken by CareOregon and CFSD, including the terms under which CFSD will contract with Essential Community Providers to provide certain chemical dependency services to Oregon Medicaid recipients who are enrolled as Members of CareOregon.

D. This Agreement shall be incorporated by reference in all contracts between CFSD and Providers of Chemical Dependency Services to CareOregon Members, and all applicable provisions of this Agreement shall become binding on Providers through these contracts.

AGREEMENT

1. Definitions

Whenever used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Capitated Service Area" means a Service Area for which a Provider has agreed to assume full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

1.2 "Capitation Payment" means the amount CareOregon pays to CFSD for Members in Multnomah County or pays to a designated Provider for Members in a Capitated Service Area on a per Member, per month basis in accordance with Sections 7 and 8 as set forth on Exhibit B.

1.3 "CareOregon" is defined in Recital A above.

1.4 "CareOregon Policies" means the policies, procedures, protocols, forms and guidelines (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols, and credentialing procedures) adopted from time to time by CareOregon.

1.5 "CFSD" is defined in Recital B above.

1.6 "Chemical Dependency Services" means the subset of Covered Services to be provided by Providers to Members as listed on Exhibit B; specifically, those outpatient chemical dependency services that are those codes listed in the "Oregon Health Plan Services Categories Per Capita Costs February, 1994, through September, 1995", dated October 1, 1993. The term "Chemical Dependency Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement, OMAP Rules and OADAP Rules.

1.7 "Compensation" means the amount CareOregon pays to CFSD or Providers in accordance with Sections 7 and 8, as is listed in the Capitation and Fee-For-Service Rate Schedules set forth on Exhibit B.

1.8 "Covered Services" means those Medically Appropriate services and supplies specified in OAR 410-141-480, Oregon Health Plan Benefit Package of Covered Services, together with the optional services CareOregon has undertaken to provide under the OMAP Agreement. The term "Covered Services" may be expanded, limited or otherwise changed pursuant to the OMAP Agreement and OMAP Rules.

1.9 "Emergency Services" means Covered Services that are needed immediately or appear to be needed immediately because of an injury or sudden illness. Covered Services provided by an appropriate source other than a Participating Provider are considered Emergency Services if the time required to reach a Participating Provider would have meant risk of permanent damage to the Member's health. These services are considered to be Emergency Services as long as transfer of the Member to a Participating Provider is precluded because of risk to the Member's health or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the medical condition. If the definition of "Emergency Services" in OAR-410-141-000(17) is amended, the foregoing definition shall be amended accordingly.

1.10 "Essential Community Provider" means a program which has a current Letter of Approval or license from OADAP for the specified chemical dependency services it provides, and which has been so designated by OADAP as a recipient of public funding prior to May 1, 1995.

1.11 "Fee-For-Service Payment" means a fee-for-service payment based on the CareOregon fee-for-service rate schedules set forth on Exhibit B for any Covered Chemical Dependency Services that are provided to a Member.

1.12 "Interim Outpatient Services" means outpatient Chemical Dependency Services that are provided until an individual can begin receiving Chemical Dependency Services at the level indicated by OADAP-approved placement criteria. The purposes of the services are to reduce the adverse health effects of alcohol or drug abuse, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, Interim Outpatient Services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing and of transmission to sexual partners and infants, and about steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV and TB treatment services if necessary. For pregnant women, Interim Outpatient Services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

1.13 "Intensive Outpatient Treatment Services" means outpatient Chemical Dependency Services that are structured non-residential evaluation, non-residential treatment and continued non-residential care services for those individuals who are abusing or are dependent on alcohol or other drugs and who need at least three face to face therapeutic contacts per week.

1.14 "Medical Director" means the physician licensed by the Oregon Board of Medical Examiners (BME) who serves as the medical director of CareOregon, or his or her so licensed designee.

1.15 "Medically Appropriate" means services and medical supplies which are required for prevention, diagnosis or treatment for sickness or injury and which are:

1.15.1 Consistent with the symptoms of a medical condition or treatment of a medical condition;

1.15.2 Appropriate with regard to standards of good medical practice and generally recognized by the medical scientific community as effective;

1.15.3 Not solely for the convenience of the Member or a provider of the service or medical supplies; and

1.15.4 The most cost effective of the alternative levels of service or medical supplies which can be safely provided the Member in Provider's judgment.

1.16 "Medical Card" means the identification card issued by OMAP upon determination of eligibility, specifying the managed care plan or practitioner with which the recipient is enrolled.

1.17 "Member" means an individual who is found eligible by an Oregon Department of Human Resources Division to receive services under one or more of the medical assistance programs administered by OMAP, who is enrolled with CareOregon and who has selected or been assigned to a primary care provider (PCP).

1.18 "Non-Emergency Services" means those Covered Services which are not Emergency Services.

1.19 "OADAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Alcohol and Drug Abuse Programs.

1.20 "OADAP Rules" means the administrative rules duly promulgated by OADAP under OAR Chapter 410.

1.21 "OMAP" means the State of Oregon, acting by and through its Department of Human Resources, Office of Medical Assistance Programs.

1.22 "OMAP Agreement" means the Provider Services Agreement dated February 1, 1994 between OMAP and CareOregon, as amended from time to time.

1.23 "OMAP Rules" means the administrative rules duly promulgated by OMAP under OAR Chapter 410.

1.24 "Participating Provider" means a health care professional, facility or supplier who has contracted with CareOregon to provide specified Covered Services to Members. A Provider which has a current contract with CFSD to provide Chemical Dependency Services is a CareOregon Participating Provider so long as this Agreement is in effect.

1.25 "PCP" means a primary care practitioner who is licensed, and who has contracted with CareOregon to provide Primary Care Services.

1.26 "Provider" is an Essential Community Provider which has entered into a contract with CFSD to provide Chemical Dependency Services to CareOregon Members, and which meets all other applicable requirements of this Agreement.

1.27 "Provider Manual" means the manual described in Section 6.2 that is provided by CareOregon to Participating Providers.

1.28 "Referring Provider" means a primary care practitioner or specialist referring a CareOregon Member for chemical dependency services.

1.29 "Service Area" means a geographical area with defined service boundaries which conform to the boundaries of Oregon counties.

1.30 "Specialist" means an individual who is licensed to provide specialty care services and who is under contract with CareOregon.

2. Representations and Warranties

2.1 Representations and Warranties of Providers. Each Provider shall represent and warrant to CareOregon as follows:

2.1.1 If Provider is an entity, Provider is duly organized, existing and in good standing under and by virtue of the laws of the State of Oregon;

2.1.2 The execution, delivery and performance of the Provider's contract with CFSD into which this Agreement has been incorporated have been duly authorized by Provider;

2.1.3 The information submitted by Provider to CFSD in connection with Provider's CareOregon credentials application is accurate and does not fail to state information which, under the circumstances, would make any of the disclosed information materially misleading or inaccurate; and

2.1.4 The Provider's contract with CFSD into which this Agreement has been incorporated has been validly executed and delivered on behalf of Provider, is enforceable against Provider in accordance with its terms, and does not conflict with any law, contract or judicial decision applicable to Provider.

2.2 Representations and Warranties of CareOregon. CareOregon represents and warrants to Providers as follows:

2.2.1 Multnomah County d.b.a. CareOregon is fully responsible for the activities of CareOregon;

2.2.2 CareOregon is authorized by law to engage in the activities contemplated by this Agreement, both within and without Multnomah County, Oregon;

2.2.3 The execution, delivery and performance of this Agreement have been duly authorized by the Multnomah County Board of Commissioners; and

2.2.4 This Agreement and the OMAP Agreement have been validly executed and delivered on behalf of CareOregon, are enforceable against CareOregon in accordance with their terms, and do not conflict with any law, county charter, contract or judicial decision applicable to Multnomah County.

3. Engagement

3.1 Chemical Dependency Services. CareOregon hereby engages CFSD to contract with Essential Community Providers as independent contractors to provide or arrange for the provision of Chemical Dependency Services to eligible Members.

3.2 Limitation on Third Party Beneficiaries. This Agreement shall in no way be construed to provide any rights directly to Members or other persons who are not parties, except that Members may assert Section 11.1 hereof.

3.3 Superseding Requirements. This Agreement and the relationship between CareOregon and CFSD, and between CFSD and each Provider which has a contract with CFSD under this Agreement, is subject to the OMAP Agreement, OMAP Rules and OADAP Rules. If there is a conflict between the terms of this Agreement or the terms of a CFSD contract under this Agreement and the OMAP Agreement, OMAP Rules or OADAP Rules, the terms of the OMAP Agreement, OMAP Rules or OADAP Rules shall control.

4. Duties of CFSD

4.1 Chemical Dependency Services. CFSD shall manage access to and the provision of Covered Chemical Dependency Services to eligible Members within the scope of its practice and the practice and licenses of its panel Providers. In Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B, CFSD shall authorize Covered Services to be rendered, the number and frequency of treatments, and the period during which the services may be rendered. For Multnomah County, CFSD assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member. For all other Service Areas, CFSD assumes no risk for the costs of Covered Chemical Dependency Services provided to each eligible Member.

4.2 Participating Providers. CFSD shall contract with a panel of Essential Community Providers that is adequate to service the Member population in all of CareOregon's Service Areas. CFSD shall ensure that Providers maintain a current Letter of Approval or license from OADAP for the services they provide. CFSD shall bind Providers to all applicable requirements of this Agreement, including compliance with OMAP Rules, OADAP Rules and CareOregon Policies.

4.3 Standards. CFSD shall be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A. CFSD shall provide technical assistance to CareOregon with respect to OMAP and OADAP requirements regarding access to services, Member communications, PCP and Specialist communications, chemical dependency screening, and alcohol, tobacco and other drug abuse prevention, and as well as with respect to other areas as may be mutually agreed upon.

4.4. CareOregon Policies. CFSD shall develop policies, procedures, protocols, forms and guidelines related to Covered Chemical Dependency Services (including but not limited to grievance procedures, quality assurance protocols, utilization management protocols and credentialing procedures) for review and adoption by CareOregon as CareOregon Policies.

4.5 Utilization Management and Quality Review. CFSD shall develop, cooperate with and participate in CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services.

5. Duties of Provider

5.1 Chemical Dependency Services. Provider shall provide Chemical Dependency Services to eligible Members in the Service Area within the scope of its practice and license. Provider shall accept all eligible Members self-referred or referred by a Referring Provider for diagnosis and treatment. Eligible Members shall be treated without discrimination of any kind. For Capitated Service Areas so designated in Exhibit B, designated Provider assumes full risk at the beginning of each eligible Member's date of enrollment for all costs of Covered Chemical Dependency Services provided to each eligible Member.

5.2 Authorization and Referrals. Provision of Non-Emergency Services by a Provider in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be preauthorized by CFSD in accordance with CareOregon Policies. The Covered Services to be rendered, including assessments, the number and frequency of treatments, and the period during which services may be rendered, shall all be as limited by CFSD. Except with the written consent of the Medical Director, or as permitted by the CareOregon Policies, referrals are permitted only to Participating Providers.

5.3 Eligibility. Before providing Covered Chemical Dependency Services (other than Emergency Services) to a Member, Provider shall determine that the Member possesses a facially valid and current Medical Card and supporting identification, and that membership and enrollment are verified by CareOregon by telephone or other method authorized in the CareOregon Policies.

5.4 Service Provision. Provider shall:

5.4.1 Consider denial as a symptom inherent in the nature of chemical dependency and consequently make reasonable efforts to engage Members who require chemical dependency treatment to participate in recommended treatment;

5.4.2 Make decisions about access to chemical dependency treatment, continued stay and discharge based upon OADAP-approved criteria. Provider shall inform the referral source, the Member, CFSD and OADAP of the reasons for denial of outpatient treatment or continuation of treatment to any Member who meets OADAP criteria for outpatient treatment, not withstanding the provision of Interim Outpatient Services, or who has not yet met the OADAP criteria for discharge from outpatient treatment. Documentation shall be provided to CFSD and

OADAP in writing within 10 calendar days, and shall include the name of the Member, the specific reasons for denial, the name of the person who made the decision to deny or discontinue treatment and shall be specific as to the OADAP placement, continued stay and discharge criteria;

5.4.3 To the extent appropriate and possible, provide specialized Chemical Dependency Services designed specifically for the following groups as set forth in OADAP administrative rules: adolescents; women, minorities or people involved with the criminal justice system;

5.4.4 Coordinate referral and follow-up of Members to residential treatment services, community detoxification and/or basic core services which include, but are not limited to: child care; elder care; housing; transportation; employment; vocational training; educational services; mental health services; financial; and legal services;

5.4.5 Provide at least Interim Outpatient Services to a Member who meets OADAP criteria for Intensive Outpatient Treatment Services, residential treatment services, community detoxification, or methadone maintenance, but for whom these services may not be immediately available;

5.4.6 Provide OADAP, within 30 calendar days of admission or discharge, with all information required by OADAP's most current publication "Client Process Monitoring System," which is by this reference incorporated herein; and

5.4.7 Ensure that all staff who evaluate Members for access to and length-of stay in chemical dependency treatment have the training and background in chemical dependency services and knowledge of OADAP-approved placement, continued stay and discharge criteria.

5.5 Standards. Provider shall:

5.5.1 Provide chemical dependency services in a manner which assures continuity and coordination of the health care services provided to each Member;

5.5.2 Conduct its practice and treat all Members using that degree of care, skill, and diligence which is used by ordinarily careful providers in the same or similar circumstances in the Provider's community or a similar community (see ORS 677.095);

5.5.3 Obtain and maintain, and require its employees, partners, agents and subcontractors rendering services under this Agreement to obtain and maintain, any and all required licenses, certificates or qualifications, including a current Letter of Approval or license from OADAP for the services which they provide, and give CFSD immediate notice of the lapse, termination, cancellation, limitation, qualification or suspension of the same;

5.5.4 Be held to substantial compliance with applicable Chemical Dependency Prepaid Health Plan Standards and Required Responses for Phase II of the Oregon Health Plan submitted by CareOregon and confirmed by OADAP, as hereby incorporated in Exhibit A; and

5.5.5 Comply with all OMAP Rules, OADAP Rules, CareOregon Policies, applicable requirements of this Agreement and with other applicable state and federal laws and regulations.

5.6 Name. Provider shall allow its name to be used in connection with CareOregon's communication with Members and potential Members.

5.7 Utilization Management and Quality Review. Provider shall cooperate with, and participate in, CareOregon's Utilization Management and Quality Review Program for Chemical Dependency Services, which shall be developed by CFSD pursuant to this Agreement.

5.8 Miscellaneous Federal Laws. Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Provider shall report any violations to OMAP, to the Department of Health and Human Services, and to the U.S. EPA Assistant Administrator for Enforcement (EN-329). Provider shall comply with other applicable federal law.

5.9 Energy Efficiency. Provider shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Title III, Part C, Pub. L. 94-165).

5.10 Equal Opportunity. To the extent applicable, Provider shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R. Part 60).

5.11 Advance Directives. Provider shall comply with the requirements of Oregon Revised Statutes, Chapter 127, as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.

5.12 Lobbying. Provider shall acknowledge that no federal appropriated funds have been paid or shall be paid, by or on behalf of the Provider, 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 federal contract, grant, loan or cooperative agreement. Provider shall agree that if any funds other than federal appropriated funds have been paid or shall 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 or a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Provider shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

5.13 Independent Contractors. Provider and its subcontractors, employees and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the state or Multnomah County as those terms are used in ORS 30.265.

6. Duties of CareOregon

6.1 General. CareOregon shall perform all administrative, accounting, member communication, enrollment and other functions necessary or appropriate for the administration of this Agreement, including processing of Provider claims for Fee-For-Service Payments in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B.

6.2 Provider Manual. CareOregon shall supply each Provider with a copy of the "Provider Manual" and periodic additions and changes thereto. The "Provider Manual" shall include copies of the CareOregon Policies, relevant provisions of the OMAP Rules and the OMAP Agreement, a list of Participating Providers, and any other documents necessary to guide Providers. Services provided under this Agreement are subject to CareOregon Policies regarding chemical dependency care.

6.3 Enrollment. CareOregon shall process all Member data and shall help members select, or shall assign members to a PCP.

6.4 Identification and Eligibility. CareOregon shall supply Members with a CareOregon identification card. CareOregon shall make available information regarding the current enrollment and form of benefit plans of Members.

6.5 Responsiveness. CareOregon shall maintain adequate personnel and facilities to provide timely telephone and written response, during normal business hours, to inquiries regarding eligibility, Covered Services, PCP assignment to Members, and prior authorization of written referrals.

6.6 Participating Providers. CareOregon shall contract with a panel of primary care, specialty, ancillary, inpatient and tertiary providers that is adequate to service the Member population. CareOregon shall publish and maintain a list of Participating Providers. Each Provider which has a current contract with CFSD to provide Chemical Dependency Services shall be listed as a chemical dependency service provider of CareOregon so long as this Agreement is in effect.

6.7 Credentialing. CareOregon shall adopt Provider Credentialing Guidelines, shall include them in the Provider Manual, and shall credential each chemical dependency service Provider under those Guidelines. Any adverse credentialing action shall be taken only pursuant to those Guidelines.

6.8 Names. CareOregon shall assure that any registration necessary or desirable for the use of CAREOREGON and any other names or logos CareOregon uses (the "Names") as an assumed business name and service mark is filed and maintained and that CareOregon has rights to use the Names for managed care services in Oregon. Each Provider may use the Names in connection with communication with Members and potential Members.

6.9 Standards. CareOregon will comply with all applicable State and Federal laws and regulations.

7. CFSD Compensation

7.1 Capitation Payments. For Multnomah County, CareOregon shall pay CFSD the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment, less all Fee-For-Service Payments made directly to Providers. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to CFSD, less all Fee-For-Service Payments made directly to Providers, by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to CFSD for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to CFSD by the 15th day of the month after CareOregon processes the enrollment in error.

7.2 Disenrollment. If a Multnomah County Member is disenrolled, CareOregon may recoup or CFSD shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as CFSD is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

7.3 Risk-Sharing and Incentive Arrangements. Capitation Payments for Multnomah County Members as well as compensation for CFSD administration in all Service Areas under this Agreement shall be made in accordance with Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C.

8. Provider Compensation

8.1 Capitation Payments. For Capitated Service Areas so designated in Exhibit B, CareOregon shall pay designated Provider the Capitation Payment for each eligible Member as set forth on Exhibit B, beginning with the date of enrollment and ending with the date of disenrollment. Where the date of enrollment or disenrollment is other than on the first day of a calendar month, the Capitation Payment shall be prorated as required by OMAP Rules and CareOregon Policies. CareOregon shall make Capitation Payments to Provider by the 15th day of the month to which such payments are applicable. CareOregon shall make retroactive Capitation Payments to Provider for newborns and any eligible Members erroneously omitted from an enrollment listing. Such payments shall be made to Provider by the 15th day of the month after CareOregon processes the enrollment in error.

8.2 Disenrollment. For Capitated Service Areas so designated in Exhibit B, if a Member is disenrolled CareOregon may recoup or designated Provider shall refund to CareOregon any Capitation Payments received for the Member for any period after such date as Provider is notified of the disenrollment. Where such date occurs other than the first day of the month, the Capitation Payment for that month shall be prorated.

8.3 Fee-For-Service Payments. Providers in Multnomah County and all other Service Areas not designated as Capitated Service Areas in Exhibit B shall be reimbursed directly by CareOregon through Fee-For-Service Payments as set forth on Exhibit B.

8.4 Billings and Payment of Claims. Provider shall submit Fee-For-Service bills to CareOregon within 90 days of the provision of the chemical dependency services being billed. Provider shall submit Fee-For-Service bills in the form and manner specified in the CareOregon Policies. CareOregon shall pay to Provider, by the 60th day after a clean claim is received, Fee-For-Service Payments for chemical dependency services that are provided to a Member. Billing and payment for all Fee-For-Service claims shall be pursuant to CareOregon Policies.

8.5 Conditions for Payment. CareOregon shall have no obligation to make Capitation or Fee-For-Service Payments to Provider relating to an individual if:

8.5.1 Provider fails to verify an individual's eligibility for Chemical Dependency Services in accordance with CareOregon Policies and the individual is not an eligible Member, or fails to obtain any required authorization from CFSD to provide Chemical Dependency Services to an eligible Member in accordance with CareOregon Policies; or

8.5.2 Information provided to CareOregon by Provider is materially inaccurate, and CareOregon should later determine either that the individual was not eligible or the services were not Chemical Dependency Services; or

8.5.3 The delivered services do not comply with this Agreement or with the quality of care and utilization standards adopted in the CareOregon Utilization Management and Quality Review Program for Chemical Dependency Services; or

8.5.4 Provider fails to submit Fee-For-Service bills or encounter data within 90 days of the day on which the Chemical Dependency Service was provided to the Member.

8.6 Overpayments. Any payments received by Provider in breach of section 8.5, and any other payments received by Provider from CareOregon to which Provider is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from Provider as an offset against future payments due, in accordance with OAR 410-120-740, or as otherwise provided by law.

8.7 Risk-Sharing and Incentive Arrangements. CareOregon and CFSD shall establish and each Provider shall participate in Risk-Sharing and Incentive Arrangements for Chemical Dependency Services as set forth on Exhibit C. Capitation Payments or Fee-For-Service Payments, as appropriate, shall be made to Providers in accordance with these Arrangements.

8.8 Coordination of Benefits. CareOregon reserves the right to coordinate benefits with other health plans, insurance carriers, government agencies and CareOregon. CareOregon may release medical information to such other parties as necessary to accomplish the coordination of benefits in conformity with applicable confidentiality laws. Coordination of benefits shall not result in compensation in excess of the amount determined by this Agreement, except where state laws or regulations require the contrary. If Provider has knowledge that a Member has third party health insurance or health benefits or that either Member or Provider is entitled to payment by a third party, Provider shall immediately so advise CareOregon. CareOregon shall be entitled to a credit or refund for the exact amount of duplicate payment received by Provider. Provider shall follow CareOregon Policies, including referrals only to Participating Providers, even when other coverage is available to Member.

8.9 Effect of Payment: Non-Covered Services. The payments to Provider by CareOregon under this Section 8 shall compensate Provider and all persons providing Chemical Dependency Services under or through Provider, including Provider's subcontractors, for the provision of Chemical Dependency Services to Members. Services, supplies or equipment which are not Covered Services may be the responsibility of the Member, and Provider may bill and collect separately for those which are lawfully the responsibility of the Member. Payment by CareOregon shall not constitute a waiver of defenses.

8.10 Encounter Data. Provider shall submit to CareOregon encounter data for each contact with a Member, in accordance with CareOregon Policies. Provider shall submit encounter data at least once per calendar month. Provider shall use its best efforts to supply encounter data within 30 days after a contact, and shall in all cases supply such data no later than 90 days after a contact. Each encounter claim shall include such information as may be required by CareOregon Policies. Provider acknowledges that CareOregon is subject to additional costs and administrative fees for failure to submit encounter data in compliance with OMAP Rules. Provider shall indemnify CareOregon for any such costs or fees caused by Provider's failure to promptly deliver encounter data after reasonable notice of such failure.

8.11 Surcharges. Provider shall not charge, bill or attempt to collect from CareOregon or the Member for any charges incurred in connection with Chemical Dependency Services, except for any copayment, deductible, or other surcharge allowed by the OMAP Rules ("Permitted Surcharge"). The agreement of a Member to the contrary shall not bind CareOregon. In no event, including, but not limited to nonpayment by CareOregon, CareOregon's insolvency or breach of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, copayment, deductible, remuneration or reimbursement (other than a Permitted Surcharge) from, or have any recourse against OMAP, a Member or other person, other than CareOregon, for Chemical Dependency Services. This provision shall not prohibit collection for non-Covered Services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits. In the event of CareOregon's insolvency, Provider shall continue to provide Chemical Dependency Services to Members for the duration of the period for which CareOregon was paid a capitation payment by OMAP on behalf of the Member or until the Member's discharge from inpatient facilities, whichever is later.

9. Provider Indemnity and Insurance

9.1 Indemnity.

9.1.1 Provider shall defend, indemnify, save and hold harmless Multnomah County, CareOregon, CFSD and OMAP, and each of their respective officers, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of Provider or its subcontractors, agents or employees, subject to the limitations of Oregon or federal law.

9.1.2 CareOregon and CFSD shall defend, indemnify, save and hold harmless Provider, and its officers, partners, shareholders, agents and employees, from all damages, costs and liabilities, including attorney fees, arising out of all actions, suits or claims of whatsoever nature to the extent resulting from or arising out of the activities or omissions of CareOregon or CFSD or any of their subcontractors, agents or employees, other than Provider or persons acting through Provider, subject to the limitations of Oregon law.

9.2 Liability Insurance. Provider shall obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage for direct and vicarious liability relating to any damages caused by any error, omission or negligent act of Provider (or any of its partners, shareholders, officers and employees) in an amount not less than \$1,000,000 per person per incident and \$3,000,000 in the aggregate. Such insurance shall be upon terms and with insurance carriers reasonably acceptable to CareOregon. Provider shall attach proof of insurance coverage to Provider's contract with CFSD. Provider shall provide proof of continued insurance coverage to CFSD at least annually and upon request of CareOregon. CareOregon may accept Provider's self insurance or tort claims act protection in lieu of insurance on a case-by-case basis upon terms satisfactory to CareOregon.

9.3 Legal Claims.

9.3.1 Each party shall furnish, and shall require any person under contract with it to furnish, notice to any affected parties promptly after receipt of any claim or any threatened claim which might give rise to an obligation of indemnity under this Section 9.

9.3.2 Each party shall cooperate with the other parties and their respective insurance carriers in order to handle such claims as economically as possible.

9.4 Workers' Compensation. Provider shall maintain Workers' Compensation Insurance coverage for all nonexempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as Defined in ORS Chapter 656. Out-of-state employers or subcontractors shall provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors or subcontractors who perform work for Provider without the assistance or labor of any employee may file a statement with provider indicating this status. Either a certificate showing current Worker's Compensation Insurance or a No Employee Certificate shall be attached to Provider's contract with CFSD, and thereby incorporated.

10. Provider Records and Confidentiality of Records

10.1 Maintenance. Provider shall maintain financial, medical and other records pertinent to this Agreement. All records other than medical records shall be retained by Provider for at least three years after final payment is made under this Agreement and all pending matters are closed. Additionally, if an audit, litigation or other action involving the records 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. Provider shall maintain certain medical records for at least four years after the date of service or for such longer length of time as may be dictated by generally accepted standards for record keeping, in accordance with OAR 410-141-180.

10.2 Access. At all reasonable times, Provider shall provide CFSD, CareOregon, OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all of their duly authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement. These records will be made available for the purpose of making audit, examination, excerpts and transcriptions, for purposes and in accordance with the processes authorized by law. Provider shall, upon request, provide a reasonably available, suitable work area and (for a mutually agreeable charge) copying capabilities to facilitate such an audit or review.

10.3 Confidentiality. Subject to the requirements of applicable law, including 42 CFR Part 431, Subpart F, Provider, CFSD and CareOregon shall not use, release or disclose any information concerning a member for any purpose not directly connected with the administration of this Agreement, except with the written consent of the Member, the Member's attorney or, if appropriate, the Member's parent or guardian. Provider shall maintain the confidentiality of medical records in accordance with applicable law, including ORS 433.045(3) with respect to HIV test information. Provider shall follow federal (42 CFR Part 2) and State (ORS 426.460) confidentiality laws and regulations governing the identity and medical/client records of Members who receive Chemical Dependency Services. Provider, CFSD and CareOregon shall ensure that their agents, employees, officers and subcontractors with access to the Member's records understand and comply with this confidentiality provision.

10.4 Survival. All of this Article 10 shall survive termination of this Agreement or a contract under this Agreement for a period of five years.

11. Grievance Procedures

11.1 Members. CareOregon shall maintain and publish procedures for hearing and responding to the grievances of Members and Participating Providers. Participating Providers under this Agreement shall cooperate with such grievance procedures.

12. Term and Termination

12.1 Effective Date and Term of Agreement. This Agreement will be in effect on May 1, 1995. The initial term shall be the same as the term of the OMAP Agreement, to September 30, 1995. This Agreement shall thereafter be automatically renewed for the renewal term of the OMAP Agreement.

12.2 Termination of Agreement or Provider Contract Without Cause. Either party to this Agreement may terminate this Agreement without cause, or either party to a Provider contract under this Agreement may terminate the Provider contract without cause, by giving the other party written notice of termination of at least 90 days prior to the effective termination date, which may be the last day of any month designated in the notice.

12.3 Termination of Provider Contract By CFSD With Cause. Following notice to Provider setting forth the specific grounds for termination or suspension, at CareOregon's direction or its own initiative CFSD may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of :

12.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Provider, including but not limited to Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Provider's insurance as required in Section 9.2;

12.3.2 The termination, suspension or expiration of the OMAP Agreement or this Agreement;

12.3.3 Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Provider's affairs, or the judicial declaration that Provider is insolvent;

12.3.4 The discovery by CareOregon or CFSD that the representations and warranties of Provider under Section 2.1 are materially inaccurate or the violation by Provider of any material provision of this Agreement or the CareOregon Policies, if the same is not cured within 30 days after notice of the misrepresentation or violation; or

12.3.5 A danger posed by Provider to the health or safety of Members in the sole discretion of CareOregon.

Following any such suspension or termination, CareOregon's grievance or credentialing process will be available to resolve any dispute about the grounds for termination or suspension.

12.4 Termination of Provider Contract By Provider With Cause. Following notice to CFSD setting forth the specific ground for termination or suspension, Provider may terminate or suspend a Provider contract under this Agreement with immediate effect upon the occurrence of:

12.4.1 The failure of CareOregon to make any payment required under this Agreement within 30 days after a notice from Provider that it is past due; or

12.4.2 The discovery by Provider that the representations and warranties of CareOregon in Section 2.2 are materially inaccurate or the violation by CareOregon of any material provision of this Agreement or the CareOregon Policies (other than the failure to make a payment), if the same is not cured within 30 days after notice of the misrepresentation or violation.

12.5 Transition. CareOregon, CFSD and Provider shall continue to perform all of their duties and obligations with respect to Members then under the care of Provider to the date of termination. Provider shall be eligible for reimbursement under the terms of this Agreement during such period. Provider is entitled to receive all earned compensation to the date of termination.

12.6 Duties After Termination. Upon termination of this Agreement or a Provider contract under this Agreement:

12.6.1 Provider shall ensure the orderly and reasonable transfer of Member care in progress;

12.6.2 If Provider continues to provide Chemical Dependency Services after the date of termination, CareOregon shall make Fee-For-Service Payments if the former Member is an OMAP recipient and CareOregon qualifies for such payments from OMAP; and

12.6.3 There shall be a final accounting of payments due to or refunds payable by Provider.

12.7 Survival. The following provisions of this Agreement shall survive its termination or the termination of a Provider contract under this Agreement: Sections 1, 2, 3.2, 5.6, 9.1, 9.3, 10, 11, 12.6 and 13.3 to 13.7. Sections 7 and 8 shall survive termination with respect to compensation for periods prior to termination.

13. Miscellaneous

13.1 Amendments. This Agreement and the CareOregon Policies may be amended in writing by CareOregon, and such amendment shall automatically become effective 31 days after written notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of such written notice. Any other amendment requires written consent of CFSD.

13.2 Assignment. CFSD may not assign this Agreement or any of its obligations or rights hereunder without the written consent of CareOregon. CareOregon may assign this Agreement or any of its obligations or rights hereunder without the consent of CFSD. In the event of any assignment by CareOregon to a person other than OSHU, such assignment shall automatically become effective upon notice to CFSD, unless specifically rejected by CFSD in writing within 30 days of written notice; such a rejection by CFSD shall terminate this Agreement. In the event of merger, consolidation or acquisition of either party, this Agreement shall be binding on the parties and any successors of the parties.

13.3 Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes all prior agreements and understandings of the parties.

13.4 Notices. All notices shall be in writing and shall be deemed delivered if personally delivered or dispatched by express, certified or registered mail, return receipt requested, addressed to the parties as set forth opposite their respective names below:

CareOregon: CareOregon
1500 SW First Avenue, Suite 250
Portland, OR 97201-5831
Attention: Plan Administrator

CFSD: Community and Family Services Department
Alcohol and Drug Program
421 SW 6th Avenue, Suite 600
Portland, OR 97204-1619
Attention: Program Manager

Notice shall be deemed given on the date it is personally delivered, or one day after the date it is dispatched by express, or three days after the date it is deposited in the U.S. Mail in accordance with the foregoing. Telefax notice shall be deemed delivered if receipt is acknowledged in writing. Either party may at any time change its address for notification purposes by mailing a notice as required above stating the change and setting forth the new address. The new address shall be effective on the date specified in such notice or if no date is specified, on the fifth (5th) day following the date such notice is received.

13.5 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13.6 Availability of Funds. CareOregon's liability under this Agreement is subject to the limitations and conditions of Oregon Constitution Article XI, Sections 9 (pertaining to limitations on powers of county to assist corporations) and 10 (pertaining to county debt limitation).

13.7 Governing Law. Provider contracts under this Agreement shall be governed by the laws of the State of Oregon. The parties to such Provider contracts shall stipulate to jurisdiction and venue in the Oregon Circuit Court for the County of Multnomah for any actions under this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the __ day of _____, 199__.

Multnomah County, Oregon
doing business as CareOregon

Multnomah County, Oregon
Community and Family Services Department

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Reviewed:
Multnomah County Counsel

By Katie Gault
Title Assistant County Counsel
Date 6/26/95

EXHIBIT A
ASSURANCES FORM

PREPAID HEALTH PLAN NAME CareOregon

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package.

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUI treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member, the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial

diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

- Job Opportunities & Basic Skills (JOBS) referrals
- Drug Courts referrals
- Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature Mary L. Hennrich
Printed
Name MARY L. Hennrich
Title Co-ordinator Administrator
Date 11/30/94

Exhibit B

Capitation and Fee-For-Service Rate Schedules: Chemical Dependency Services

The initial term of this Agreement is May 1, 1995 through September 30, 1995.

For the term of this Agreement, the scope of Chemical Dependency Services include Methadone Treatment Services, Outpatient Alcohol or Drug-Free Treatment Services and following July 1, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services. Methadone Treatment Services consist of the provision of assessment and non-residential methadone detoxification, treatment or maintenance services to persons who are not in need of 24 hour supervision for effective treatment of their opiate dependency. Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and non-residential treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse. Intensive Outpatient Alcohol or Drug-Free Treatment Services consist of the provision of assessment and structured non-residential intensive treatment services for primary alcohol or drug clients who are not in need of 24 hour supervision for effective treatment of their alcohol or drug abuse but who need at least three face to face therapeutic contacts per week.

The scope of Chemical Dependency Services under this Agreement do not include Medically Managed Inpatient Services, Medical Detoxification Services, Non-Hospital Alcohol or Drug Detoxification Services, Residential Services, Intensive Residential Services or prior to June 30, 1995 Intensive Outpatient Alcohol or Drug-Free Treatment Services.

CAPITATION RATE SCHEDULES

MULTNOMAH COUNTY

In consideration of all work to be performed by CFSD under this Agreement for Members in Multnomah County, CareOregon shall compensate CFSD with a subsidized OMAP Capitation Payment for each eligible Member, less all Fee-For-Service Payments made directly to Providers, in accordance with Sections 7 and 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 2.59 for OHP Eligibles	\$ 3.73 for OHP Eligibles
\$ 5.68 for PLM Adults	\$ 8.79 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$18.38 for GA Recipients	\$25.16 for GA Recipients
\$ 4.35 for AB/AD with Medicare	\$ 5.47 for AB/AB with Medicare
\$16.32 for AB/AD without Medicare	\$19.91 for AB/AD without Medicare
\$ 0.09 for OAA with Medicare	\$ 0.12 for OAA with Medicare
\$ 0.08 for OAA without Medicare	\$ 0.12 for OAA without Medicare
\$15.52 for CSD Children	\$25.38 for CSD Children

Funds at these rates shall be paid to a Multnomah County Carve-Out Pool, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

CAPITATED SERVICE AREA: UMATILLA AND UNION COUNTIES

In consideration of all work to be performed by the designated Provider under this Agreement for Members in this Capitated Service Area, CareOregon shall compensate the Provider with the OMAP Capitation Payment for each eligible Member, in accordance with Section 8 of this Agreement and the following rate schedules:

May 1, 1995 through June 30, 1995	July 1, 1995 through September 30, 1995
\$ 1.29 for OHP Eligibles	\$ 2.16 for OHP Eligibles
\$ 3.46 for PLM Adults	\$ 5.84 for PLM Adults
\$ 0.00 for PLM Children	\$ 0.00 for PLM Children
\$ 8.22 for GA Recipients	\$13.34 for GA Recipients
\$ 1.34 for AB/AD with Medicare	\$ 2.20 for AB/AB with Medicare
\$ 5.04 for AB/AD without Medicare	\$ 8.10 for AB/AD without Medicare
\$ 0.04 for OAA with Medicare	\$ 0.06 for OAA with Medicare
\$ 0.04 for OAA without Medicare	\$ 0.06 for OAA without Medicare
\$11.73 for CSD Children	\$19.18 for CSD Children

Funds at these rates shall be paid directly to the Provider, and shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

FEE-FOR SERVICE RATE SCHEDULES

MULTNOMAH COUNTY AND BALANCE OF STATE

CareOregon shall compensate approved Providers for authorized services provided to Members in Multnomah County and the Balance of the State Counties with Fee-For-Service Payments, in accordance with Section 8 of this Agreement and the following Medicaid rate schedules:

CLAIMS CODES	DESCRIPTION	UNIT	MAX. PER UNIT
BA 310 or BA 350	A/D Abuse Assessment	15 minutes	\$17.91
BA 311 or BA 351	Psychological Testing	15 minutes	\$17.91
BA 312 or BA 352	Individual/Family Therapy	15 minutes	\$17.91
BA 313 or BA 353	Group Therapy	15 minutes	\$ 5.97
BA 315 or BA 355	Methadone Dispensing	One dose	\$ 3.55
To Be Determined	Methadone Dosing -DRUG	One dose	\$ 0.75
CPT 99202	Pretreatment Physical	Single Exam	\$89.31
BA 316 or BA 356	NOT USED		
CPT 81099	Urinalysis	One UA	\$17.34
BA 317 or BA 357	NOT USED		
BA 318 or BA 358	Consultation	15 minutes	\$17.91
BA 319 or BA 359	Acupuncture	One Session	\$23.86
BA 360	Group Screening	15 minutes	\$ 5.97
BA 321 or BA 361	Multi-Family Group Thrpy	15 minutes	\$ 5.97
BA 340 or BA 380	Sign Language/Oral Interp.	15 minutes	\$ 6.44

Provider shall submit claims which reflect either 100% of these Medicaid Rates or Usual and Customary Rates, whichever are lower, multiplied times the number of units of services provided to the Member. CareOregon shall pay claims directly to the Provider at 70% of Medicaid Rates from funds in the Multnomah County or Balance of State Carve-Out Pools, as appropriate. Any deficits or surpluses in these Carve-Out Pools following the final accounting of claims for services provided to Members through September 30, 1995 shall be managed in accordance with Risk-Sharing and Incentive Arrangements as set forth on Exhibit C.

Exhibit C

Risk-Sharing and Incentive Arrangements: Chemical Dependency Services

OMAP has increased the basic capitation rates to CareOregon to cover Chemical Dependency Services. OMAP has also included an additional 6% administrative rate based on the increased Chemical Dependency Services capitation rates to compensate for CareOregon administration.

For all Service Areas, the 6% administrative rate will be retained by CareOregon to offset CareOregon administrative costs. The increased capitation rates for Chemical Dependency Services will be managed as follows:

MULTNOMAH COUNTY

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Multnomah County to a Multnomah County Carve-Out Pool. In addition, CareOregon will pay a 32.35% per Member per month subsidy to the Multnomah County Carve-Out Pool to compensate for the high incidence of Methadone Treatment Services provided in the Service Area. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustment, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Multnomah County Carve-Out Pool (capitation rates and rate subsidy) is in deficit or surplus.

If the final fund balance in the Pool is negative, CFSD shall pay CareOregon an amount equal to the Pool deficit from CFSD resources. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) a payment equal to 5% of the capitation rates for Multnomah County Members will be made to CFSD to compensate for CFSD administration in Multnomah County; 2) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 3) payments will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs, up to a total amount equivalent to one-half of the rate discount (10% of Medicaid Rates) for all claims submitted. Any remaining balance in the Pool following these payments will be retained by CareOregon.

UMATILLA AND UNION COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in Umatilla and Union Counties to a CFSD-designated Provider, Greater Oregon Behavioral Health, Inc. (GOBHI). No additional rate subsidy will be paid to GOBHI. GOBHI will use these funds to pay GOBHI-authorized claims for Chemical Dependency Services submitted by approved Providers.

GOBHI shall submit Encounter Data to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of GOBHI.

Payments will be made directly to Providers by GOBHI. Based on all claims submitted within the 90-day claims run out period following September 30, 1995, GOBHI will determine whether its CareOregon fund balance is in deficit or surplus.

If GOBHI's final fund balance is negative, GOBHI is financially responsible for the deficit. There will be no further risk to CareOregon or CFSD.

If GOBHI's final fund balance is positive, GOBHI may retain any or all of the surplus to compensate for GOBHI administration or distribute any or all of the surplus to Providers at its discretion. CareOregon will not require that any amount of this surplus be returned to CareOregon or be paid to CFSD to compensate for CFSD administration.

BALANCE OF STATE COUNTIES

CareOregon will pay the Chemical Dependency Services capitation rates for Members in other Counties to a Balance of State Carve-Out Pool. No additional rate subsidy will be paid to this Pool. These funds will be used to pay claims for CFSD-authorized Chemical Dependency Services submitted by approved Providers. CareOregon will establish a Balance of State Safety Net, separate from this Pool, to mitigate the potential for uncompensated risk to Providers.

Providers shall submit claims to CareOregon within 90 days of service on HCFA 1500 forms. Claims administration including payment processing will be the responsibility of CareOregon. CareOregon will also be responsible for paying CFSD from CareOregon resources at a rate of 5% of the capitation rates for Balance of State Members to compensate for CFSD administration in the Balance of State Counties.

Fee-For-Service Payments will be made directly to Providers by CareOregon. CareOregon will pay clean claims within 30 days at 70% of Medicaid Rates. Payments will reflect a 20% discount off the rate schedules as set forth on Exhibit B, with an additional 10% withhold. These percentages are subject to experienced-based adjustments, up or down, during the period of this Agreement.

Based on all claims submitted within the 90-day claims run out period following September 30, 1995, a final accounting will be made by CareOregon. This accounting will determine whether the Balance of State Carve-Out Pool (capitation rates only) is in deficit or surplus.

If the final fund balance in the Pool is negative, CareOregon will pay an amount to the Pool equal to the Pool deficit from the Balance of State Safety Net. There shall be no further risk to Providers beyond the rate discount and withhold reflected in Fee-For-Service Payments made to them.

If the final fund balance in the Balance of State Pool is positive, this surplus will be distributed by CareOregon in the following manner and order: 1) payments will be made to Providers in amounts up to the 10% withhold (total 80% of Medicaid Rates), with all Providers receiving the same percentage of the withhold which the surplus will allow; and 2) payments from any remaining balance will be made at the direction of CFSD to selected Providers on the basis of performance in managing costs. CareOregon will not require that any amount of this surplus be retained by CareOregon or paid to CFSD.

ODS-Chemical Dependency AGREEMENT

This Agreement is entered into this day of May 1, 1995 between ODS Health Plan, Inc. (hereinafter called "ODS"), and Multnomah County Community and Family Services Department, (hereinafter called "County") for the mutual benefit of each Party and for ODS Health Plans subscribers.

RECITALS

This Agreement implements a part of the Oregon Health Plan (OHP). OHP is Oregon's Medicaid demonstration project to expand Medicaid eligibility to Oregon residents with an income of less than 100% of the Federal Poverty Level and to women and children under age six with incomes up to 133% of the Federal Poverty Level. The Oregon Health Plan relies substantially upon prioritization of health services and managed care to achieve the public policy objectives of access, cost containment, efficiency, and cost effectiveness in the allocation of health resources.

ODS is a corporation organized and doing business under the laws of the State of Oregon.

ODS has executed a written agreement with the State of Oregon by and through its Office of Medical Assistance Program (hereinafter call "OMAP") whereby ODS is obligated to arrange for the provision of health care services to OMAP recipients.

Whereas, ODS desires to enter into an Agreement with County to provide certain health services for OMAP recipients under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth and intending to be legally bound, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **"Agreement"** means this Agreement entered into between ODS and County.
- 1.2 **"Chemical Dependency Provider"** means an agency that has a Letter of Approval issued by the Oregon Alcohol and Drug Abuse Programs Office (OADAP) which indicates that the alcohol and other drug information/rehabilitation program has been found to be in compliance with all relevant administrative rules. (See Addendum I-- Administrative Rules Relating to Alcohol and Other Drug Abuse Programs.)
- 1.3 **"County"** means Multnomah County acting as management company and panel development agent for ODS Health Plans in the Counties of Clackamas, Multnomah, Washington and Jackson.
- 1.4 **"Covered Services"** means those medically necessary health care services covered under the Oregon Health Plan prioritized list of services.
- 1.5 **"Letter of Approval"** means the two year Letter of Approval issued by the Office of Alcohol and Drug Abuse Programs to indicate that the alcohol and other drug information/rehabilitation program has been found to be in compliance with all relevant administrative rules
- 1.5 **"Medical Emergency"** means a sudden, severe and unexpected illness or injury which requires immediate medical evaluation and treatment and for which the absence of immediate medical attention could reasonably be expected to result in a) placing the health of the individual in serious jeopardy, or b) serious impairment to bodily functions, or c) serious dysfunction of any bodily organ or part.
- 1.6 **"Member"** means an OMAP recipient enrolled with ODS for coverage under the Oregon Health Plan.
- 1.7 **"ODS"** means ODS Health Plan, Inc., an Oregon corporation.
- 1.8 **"Service Provider"** means any Chemical Dependency Provider who has been approved as a panel provider by County. (Addendum II - Panel of Service Providers.)

- 1.9 **"Physician"** means an individual licensed to practice medicine or osteopathy in the State of Oregon who may be a sole practitioner or is an owner, member, shareholder, partner, or employee of a partnership or professional corporation.
- 1.10 **"Primary Care Physician"** means a participating Provider Physician who is either a family physician, pediatrician or internist and whose billings for primary care services are at least 50% of the Physician's total billings.
- 1.11 **"Provider"** means a hospital, physician or other health care professional or facility that has entered into an Agreement with ODS to provide services as described herein.
- 1.12 **"Referral Provider"** means a participating Provider (including specialist and Primary Care Physician) who provides medical service to Members upon a referral from a Primary Care Physician.

ARTICLE 2 TERMS OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on May 1, 1995, and shall continue until terminated in accordance with Article 7.

2.2 Responsibilities of County. County will develop a panel of service providers for the ODS Health Plan OMAP Members which includes Chemical Dependency Care Providers who provide services in the areas of Out-Patient Chemical Dependency and Methadone treatment.

2.2.1 County agrees to bind Service Provider to current and continued compliance with the Oregon Administrative Rules in the Service Provider area of specialty.

2.2.2 County agrees to comply with the applicable Chemical Dependency Standards set forth by OMAP. (See Addendum IV).

2.2.3 County agrees to the risk sharing requirements and compensation formulas contained in this Agreement.

2.2.4 County shall participate in, accept the results of, and comply with the requirements of the Peer Review, Utilization Review and Quality Assurance Programs, as set forth in the ODS Provider Manual.

2.3 Responsibilities of Service Provider. Service Provider will meet the following requirements while providing services for Members:

2.3.1 Service Provider agrees to maintain a current Letter of Approval with the Office of Alcohol and Drug Abuse Programs in their respective area of service. Service Provider shall comply with the staff qualifications defined by Oregon Administrative Rules in their respective specialty area.

2.3.2 Service Provider will promptly notify ODS of any action against any licenses or, if applicable, against any certifications by any certifying boards or organizations, as well as any changes in Service Provider's practice ownership or business address, along with any other problem or situation that may or will impair the ability of Service Provider to carry out the duties and obligations of this Agreement.

- 2.3.3 Service Provider shall not have been convicted of any criminal offense or sanctioned for any civil violation relating to the practice of chemical dependency services provision. A conviction or sanction shall include a plea or verdict of guilty or a conviction or sanction following a plea of *nolo contendere*.
- 2.3.4 Service Provider agrees to the risk-sharing requirements and compensation formulas contained in this Agreement.
- 2.3.5 Service Provider shall participate in, accept the results of, and comply with the requirements of the Peer Review, Utilization Review and Quality Assurance Programs, as set forth in the ODS Provider Manual.
- 2.3.6 Service Provider shall be both physically and mentally able to perform duties as a Service Provider, and the Service Provider shall be experienced, trained, and competent to perform such duties.
- 2.3.7 ODS Members will receive the same standard of care as other patients within the Service Provider's practice.
- 2.4 Responsibilities of ODS Health Plans. ODS agrees to the following responsibilities:
 - 2.4.1 ODS will work cooperatively with County to develop and assure that the requirements for OMAP members are met.
 - 2.4.2 ODS will authorize payment for services consistent with agreements County has negotiated with Service Provider. ODS will work with County in establishing these rates. In the event of disagreement between ODS and County regarding such authorization, ODS agrees to allowing County to convene a review panel of representative Service Providers to mediate the dispute. However, ODS and County acknowledge that the final decision for payment will lie solely with ODS regardless of the recommendations of the panel.
 - 2.4.3 ODS agrees to prompt payment to Service Provider of all services billed under the terms of this agreement.

ARTICLE 3 MEMBERSHIP

- 3.1 Availability of Services. County agrees to provide chemical dependency services to Members in accordance with this Agreement. All services currently made available by County will be made available to Members so long as those services are Covered Services under the Oregon Health Plan. Services to Members shall be in accordance with appropriate professional standards of care. The quality and availability of such Covered Services will be no less than the quality and availability of services provided to all persons treated by County.
- 3.2 Member Identification and Eligibility. ODS shall furnish its Members with an identification card which is to be presented upon any visit to Service Provider for receipt of outpatient services. Service Provider shall use best efforts to verify an ODS Member's eligibility for services by calling ODS Health Plan Customer Service before treatment commences or as soon thereafter as reasonably possible. ODS shall provide written listings of Members at least monthly and shall provide verbal verification during the interim period.
- 3.3 Subcontracts-Assignments. County may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit County's legal responsibility to ODS for the timely and effective performance of its duties and responsibilities under this Agreement. ODS may, at its discretion, require that it pre-approve any subcontracts into which County may wish to enter. County agrees to the ODS review of and approval of any changes to the provider agreements County signs with Service Providers.

ARTICLE 4 PROVISION OF SERVICES

4.1 Obligation of County Panel to ODS Members.

The County Service Provider's responsibilities shall include:

4.1.1 Provide medically necessary services to members in accordance with this agreement.

4.1.2 Notify County and ODS if the Service Provider is no longer accepting new patients.

4.1.3 Provide timely service to ODS Members.

4.1.4 Provide County and ODS with any requested documentation, licensure, insurance coverage, practice arrangements, practice policies or other information related to this agreement within the time frame requested.

- 4.2 Professional Liability Insurance. Service Provider (subcontractor) during the term of this Agreement, shall maintain professional liability insurance in an amount not less than \$1,000,000 per claim. This coverage is to be primary, and insure against claims for damages arising by reason of personal injury or death directly or indirectly in connection with the acts or omissions of the subcontractor or their agents or employees. Subcontractor will not reduce or eliminate any part of such coverage without giving thirty (30) prior days written notice to ODS. Upon request by ODS, subcontractor will produce evidence of such insurance. In the event subcontractor should obtain "claims made" coverage as opposed to "occurrence" coverage, subcontractor shall procure and maintain, prior to termination of the "claims made" coverage, extended reporting coverage, in order to continue equivalent coverage in compliance with this Agreement.

Should additional insurance or specified coverage be required of subcontractor, by the County, subcontractor will agree to adhere to these additional requirements.

- 4.3 Coverage During Absence. Service Provider agrees to maintain appropriate coverage arrangements among participating Service

Providers so that Covered Services remain available and accessible to Members on a 24-hour, 7-day-a-week basis.

ARTICLE 5 RELATIONSHIP OF PARTIES

- 5.1 ODS-County. It is expressly understood by the parties hereto that ODS and County act under this Agreement as independent contractors with respect to each other and neither acts as the agent, principal, joint venturer or partner of the other.
- 5.2 ODS-County-Service Provider. It is expressly understood that Service Provider renders services to Members as an independent contractor within a provider-patient relationship. It is the sole responsibility of Service Provider to care for Members and to provide services as authorized by County including assessments, the number and frequency of treatments and the period during which the services may be rendered. ODS does not act as agent, principal, joint venturer or partner of County.
- 5.3 Covenant Not to Sue. Service Provider, bound through County-Service Provider contract, agrees and covenants not to sue and/or to make any claim for damages, directly or indirectly, against ODS, County or any of their respective employees or agents, or any Service Provider, for any matters arising from or related, directly or indirectly, to an investigation of Service Provider's professional qualifications or conduct, discipline, suspension (including information discussions and attempts to reach voluntary resolution), other reviews, and any other activity provided for or related to evaluation or regulation of professional conduct or contract with ODS or County.

For purposes of this section, the term "employee or agent" shall include, but shall not be limited to, all direct and indirect participants in any such activity, including medical directors, members of and assistants to committees, chairmen, officers, practitioners, consultants, witnesses, attorneys, reviewers, hearing officers, arbitrators, employees of, agents of, and members of the board of directors of ODS, County and any person responding to a request, providing information, or otherwise assisting any of the foregoing.

- 5.4 Liability for Obligations. Notwithstanding any other section or provision of this Agreement, nothing contained herein shall cause either party to be liable or responsible for any debt, liability, or obligation of the other party or any third party, unless such liability or responsibility is expressly assumed by the party sought to be charged therewith. Each party shall be solely responsible for and shall indemnify and hold the other party harmless against any obligations

for payment of debts and obligations which may be sought by a third party that may be due as a result of that party's actions and exercise of its obligations hereunder.

Duty to Defend and Indemnify. Within the limits of the Oregon Tort Claims Act and the Oregon Constitution, County agrees to defend, indemnify and hold harmless ODS from and against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance by County (or such other persons or entities as it employs or contracts with to provide services on its behalf) of any medical services under this Agreement. It is understood and agreed by ODS that this indemnification is in no way intended to reduce or eliminate any insurance coverage maintained by County.

To the extent not covered by insurance maintained by ODS, whether because of liability in excess of the policy limits or because of the occurrence of a non-insured event, ODS hereby defends, indemnifies, and holds harmless County from and against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance by ODS (or any other persons or entities as ODS employs or contracts with to provide services on its behalf) of any service to be performed or provided by ODS under this Agreement. It is understood and agreed by County that this indemnification is in no way intended to reduce or eliminate any insurance coverage maintained by ODS and that County shall be entitled to indemnification from ODS only for claims, losses, damages, costs, expenses or liabilities in excess of the applicable insurance policy limits or arising from uninsured events or occurrences.

ARTICLE 6 COMPENSATION

6.1 ODS shall establish with County the compensation formulas for services provided. County shall represent and inform Service Providers of mutually agreed upon compensation described herein.

6.1.1 Fee Schedule. ODS shall compensate the Service Provider for all health care services rendered to Members. Such amounts shall be determined by January 1 of each year. Negotiated rates for May 1, 1995 through October 1, 1995 are contained in Addendum III. Rates for November and December will be negotiated and added by Addendum following publication of OMAP rates. Additional service codes and fees considered essential to this contract will be accomplished through an amendment to this agreement. ODS shall not reduce the maximum allowable fee for any service or procedure nor cancel or eliminate payment for any code, during the term of this Agreement. Service Provider agrees to look solely to ODS for compensation for services provided to Members.

Nothing shall prohibit Service Provider and a Member from entering into an agreement for payment by a Member for services which are not covered under the Oregon Health Plan list of prioritized services.

6.1.2 Maximum Fees. Service Provider understands and agrees the maximum fees payable by ODS shall be the lesser of his or her billed charges or the agreed upon compensation under Section 6.1.1.

6.1.3 Billings. Service Provider shall submit written claims and detailed billings to ODS within ninety (90) days of the date health care services were provided, on such forms as may be prescribed by ODS or an acceptable substitute, for health care services to Members. Such billings shall include a full itemization for charges, use of Service Provider's extender, if any, and summary information on diagnosis, scope of treatment and patient identity. ODS shall make payment to Service Provider, based on maximum fees payable by ODS as described in Section 6.2, within thirty (30) days after receipt of a billing, less the withholding in the risk reserve pool, as provided in Section 6.5 below.

6.1.4 Appeal Procedure. Service Provider shall have the right to appeal denied claims to ODS. Such appeal shall result in review by the ODS Medical Director. If such appeal is not resolved to the satisfaction of Service Provider, the Service Provider may request in writing review by a Service Provider Review Committee of their peers; however, the ODS Medical Director shall make the final decision as to the appeal.

6.1.15 Risk Reserve Pool Withholding. Service Provider agrees that ODS shall withhold ten percent (10%) of amounts due to Service Provider for health care services rendered to Members. See Addendum III.

ARTICLE 7 TERMINATION OF AGREEMENT

- 7.1 Term. This Agreement shall be automatically renewed each January 1 for a one-year period unless ODS is notified in writing sixty (60) days or more prior to renewal.
- 7.2 Termination. ODS or County may terminate this agreement at any time by giving at least ninety (90) days written notice to the other party and by specifying that termination is being sought under the provisions of this clause and specifying the date of termination.
- 7.3 Termination for Cause. At ODS' direction or County's initiative, County may suspend or terminate a Service Provider contract under this Agreement with immediate effect, at any time, for cause. Cause shall mean any material violation of this Agreement. Material violation shall include but not be limited to:
- 7.3.1 The lapse, relinquishment, suspension, expiration, cancellation or termination of any required license, certification or qualification of Service Provider including but not limited to Service Provider's Letter of Approval or license from OADAP, or the lapse, relinquishment, suspension, expiration, cancellation or termination of Service Provider's insurance as in Section 4.2.
- 7.3.2 Service Provider's filing for protection under the U.S. Bankruptcy Code, the appointment of a receiver to manage Service Provider's affairs, or the judicial declaration that Service Provider is insolvent.
- 7.3.3 The discovery by ODS or County that the representations and warranties of Service Provider under Section 2.3 are materially inaccurate, or the violation by Service Provider of any material provision of this Agreement, if the same is not cured within 30 days after notice of the misrepresentation or violation.
- 7.4 Continuation of Services. If this Agreement or a Service Provider contract under this Agreement is terminated, its provisions will remain in effect for the resolution of any matters unresolved at the time of termination. The parties' confidentiality and indemnification obligations under this Agreement shall continue after termination. Should a Service Provider contract under this Agreement be terminated for any cause other than failure of Service Provider to maintain licenses or certifications as described herein, Service

Provider will continue to provide Covered Services under the terms of this agreement to Members who may be in-patients on the date of termination, until those Members are discharged, and payment terms under this Agreement shall continue until such discharge.

ARTICLE 8 RECORDS

8.1 Records. Service Provider shall maintain reasonable and necessary financial, medical, and other records pertinent to this Agreement. All financial records pertinent to this Agreement shall be maintained pursuant to generally accepted accounting principles, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All medical records shall conform with professional standards, permit encounter claim review and allow for an adequate system for follow-up treatment. County shall require that all records other than clinical records shall be retained by Service Provider for at least three (3) years after final payment is made under this Agreement or any subcontract and all pending matters are closed. Additionally, if an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three-year period, whichever is later.

8.1.1 At all reasonable time upon request, County will supply and assure that Panel Affiliates shall provide OMAP, the Health Care Financing Administration, the Comptroller General of the United States, the Oregon Secretary of State, and all their duly-authorized representatives the right of access to its facilities and to its financial and medical records which are directly pertinent to this Agreement in order for the agencies or representatives to monitor and evaluate cost, performance, compliance, quality, appropriateness, and timeliness of services provided under this Agreement. These records shall be made available for the purpose of making audit, examination, excerpts, and transcriptions. County shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review and audit.

8.1.2 Subject to the requirements of 42 CFR Part 431, Subpart F, ORS 411.320 and OAR 410-105-000 etc (protecting the confidentiality of patients' medical records), County and Provider Panel shall not use, release, or disclose any information concerning an OMAP Recipient for any purpose not directly connected with the administration of OMAP's or Plans's responsibilities under this Agreement or under Title XIX of the Social Security Act (Medicaid), except on written consent of the OMAP Recipient, his or her attorney, or if appropriate, his or her legally responsible parent or guardian.

8.1.3 Confidentiality of Member Records. ODS and County agree not to disclose any personal or privileged medical information to third parties, except in their performance of Peer Review, Utilization Review and Quality Assurance Review programs, or in compliance with Oregon or Federal law.

ARTICLE 9 MISCELLANEOUS

- 9.1 To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the County shall defend, save, and hold harmless the State of Oregon, Office of Medical Assistance Programs (OMAP) and their officers, agents and employees, from all actions, suits, or claims of whatsoever nature resulting from or arising out of the activities or omissions of County's Service Providers or its agents or employees under this Agreement.
- 9.2 Publication. County agrees that ODS may use County and Service Provider's name, address, phone number, and type of chemical dependency services to be provided. County shall be given a copy of any business promotional material prior to its distribution and have the right to request reasonable changes in the event such material may create a legal liability for County. County shall not intentionally mislead OMAP Members about their options with County, staff, medical services activities, or materials. However, County has the right to discuss with OMAP Members those medical treatment options which OMAP will not cover.
- 9.3 Federal Compliance. Where applicable, if the sums payable to County under this Agreement exceed \$100,000, annually, County shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities. Any violations shall be reported to OMAP, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).

9.3.1 Truth in Lobbying Act Certification.

- 9.3.1.1 County certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, County agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions. County 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, loan, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. County is solely responsible for all liability arising from failure by County to comply with the terms of this certification. Additionally, County promises to indemnify OMAP for any damages suffered by OMAP as a result of County'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 transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9.3.2 County shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section V of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, and all amendments to those acts and all regulations promulgated thereunder. County shall also comply with all

applicable requirements of State civil rights and rehabilitation statutes and rules.

- 9.3.3 If the sums payable to County or its subcontractors exceed \$10,000, County and its subcontractors shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 9.3.4 County shall comply with the requirements of 42 CFR Part 489, Subpart I OBRA 1990, Patient Self Determination Act, and Oregon Revised Statute 127 as amended by the Oregon Legislative Assembly 1993, pertaining to advance directives.
- 9.3.5 Worker's Compensation Coverage. Where applicable, County is a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires County to provide Worker's Compensation coverage for all of County's employees.
- 9.3.6 County and its subcontractors shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).
- 9.3.7 County shall comply with all other applicable Federal Laws in its observation of the conditions and performance of its obligations under this Agreement.
- 9.4 Tort Claims. County and its employees, and agents are performing the work under this Agreement as independent contractors and not as officers, employees, or agents of the State as those terms are used in ORS 30.265.
- 9.5 Tax Compliance. By execution of this Agreement, the undersigned, as an authorized official of County, does swear/affirm, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge County is not in violation of any of the tax laws described in ORS 305.380(4).

- 9.6 Laboratory Certification. County shall take all reasonable measures to ensure that all laboratory testing sites providing services under this agreement have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.

This Agreement, including the entirety of Addendums I through IV which are hereby incorporated by reference, is entered into this ____ day of _____, 19__.

ODS Health Plan, Inc.
315 SW Fifth Avenue
Portland, OR 97204

Multnomah County
Community and Family Services
Department

(Signature)

(Signature)

Patricia A Van Dyke
(Print Name)

(Print Name)

Manager, Provider Relations
(Title)

(Title)

ADDENDUM I
OREGON ADMINISTRATIVE RULES

Office of Alcohol and Drug Abuse Programs

415-01-005	Rules of administrative practice and procedure
415-01-010	Notice of proposed rulemaking
410-08-000 to 08-035	Standards for marijuana evaluation specialists
410-09-000 to 09-040	Marijuana education and treatment programs
415-12-000 to 12-090	Approval/licensure of alcohol & drug abuse programs
415-20-000 to 20-090	Outpatient methadone treatment programs
415-50-000 to 50-095	Alcohol detoxification centers
415-51-000 to 51-070	Outpatient alcoholism treatment programs
415-53-000 to 53-120	Outpatient drug abuse treatment programs
415-54-005 to 54-040	Approval of DUII information and rehabilitation programs
415-54-045 to 54-100	Certification as an alcohol and drug evaluation specialist
415-56-000 to 56-025	Approval of alcohol and drug abuse prevention and prevention programs

ADDENDUM II
TRI-COUNTY AND JACKSON COUNTY AREA
COUNTIES SERVED AND SERVICE PROVIDER PANEL

Counties in which ODS Health Plan has OMAP members which will have services provided by the Service Provider Panel.

Clackamas
Washington
Multnomah
Jackson

The following Service Providers are conditionally approved by County to provide Outpatient Chemical Dependency Services in the Tri-County and Jackson County areas.

MULTNOMAH COUNTY

PROVIDER

SERVICES OFFERED

Addictions Recovery Association
3940 S.E. Division
Portland, OR 97286
235-3791
Tax ID Number: 93-0424462

Outpatient A&D
Level I and Level II

ASAP Treatment Services, Inc.
2130 S.W. 5th Avenue
Portland, OR 97201
224-0075
Tax ID Number: 93-0712083

Outpatient A&D
Level I and Level II

Counseling Intervention Programs, Inc
Project STOP, A&D Treatment Program
4413 S.E. 17th Avenue
Portland, OR 97202
230-9654
Tax ID Number: 93-0770054

Outpatient A&D
Level I and Level II

DePaul Treatment Centers, Inc.
1306 S.W. Washington Street
Portland, OR 97208-3007
294-1449
Tax ID Number: 93-0706892

Outpatient A&D
Level I and Level II

Mainstream Youth Program
4531 S.E. Belmont, St. , #300
Portland, OR 97215
234-3400
Tax ID Number: 93-0749481

Outpatient A&D
Level I and Level II

Portland Addictions Acupuncture Center
1201 SW Morrison
Portland, OR 97205
228-4533
Tax ID Number: 93-0728816

Outpatient A&D
Level I and Level II

NARA
1438 S.E. Divison St.
Portland, OR 97202
231-2641
Tax ID Number: 23-7098400

Outpatient A&D
Level I and Level II

TASC of Oregon, Inc
1733 N.E. 7th Avenue
Portland, OR 97212
281-0037
Tax ID Number: 93-0698131

Outpatient A&D
Level I and Level II

Transition Projects, Inc.
1211 SW Main
Portland, OR 97205
222-9362
Tax ID Number: 93-0591582

Outpatient A&D
Level I and Level II

Project for Community Recovery
3525 NE Martin Luther King Blvd
Portland, OR 97227
281-2804
Tax ID Number: 93-0628622

Outpatient A&D
Level I and Level II

Alcohol Treatment and Training Clinic
621 S.W. Alder, #520
Portland, OR 97204
494-4745
Tax ID Number: 93-6001-786W

Outpatient A&D
Level I and Level II

Alder Associates for Recovery
808 SW Alder, #200
Portland, OR 97205
226-6527
Tax ID Number: 93-0949330

Outpatient A&D
Level I and Level II

Emanuel Hospital/Project Network
2801 NE Gantenbein Ave
Portland, OR 97227
280-4837
Tax ID Number: 93-0386823

Outpatient A&D
Level I and Level II

Diversion Associates
1949 SE 122nd Avenue
Portland, OR 97216
253-5954
Tax ID Number: 93-1103581

Outpatient A&D
Level I and Level II

InAct
310 SW 4th, #700
Portland, OR 97204
228-9229
Tax ID Number: 51-0145008

Outpatient A&D
Level I and Level II

Morrison Center-Breakthrough Program
3390 SE Milwaukie Avenue
Portland, OR 97202
231-4000
Tax ID Number : 93-0354176

Outpatient A&D
Level I and Level II

Northwest Treatment Services
948 NE 102nd St., #101
Portland, OR 97220
257-0381
Tax ID Number: 406-78-5238

Outpatient A&D
Level I and Level II

Providence Medical Center
Addictions Treatment Services
5228 NE Hoyt Street
Portland, OR 97213
230-6470
Tax ID Number: 93-0386906

Outpatient A&D
Level I and Level II

Serenity Lane
9221 SW Barbur Blvd, #205
Portland, OR 97219
244-2008
Tax ID Number: 93-060316

Outpatient A&D
Level I and Level II

Volunteers of America
200 SE 7th Street
Portland, OR 97214
235-0131
Tax ID Number: 93-

Outpatient A&D
Level I and Level II

Western Health Clinic
3610 N.E. 82nd St.
Portland, OR 97220
252-8800
Tax ID Number: 33-0357572

Methadone

General Health dba Delta Clinic
4037 NE Tillamook St.
Portland, OR 97212
287-9591
Tax ID Number: 93-1010250

Methadone

CODA
306 NE 20th
Portland, OR 97232
239-8400
Tax ID Number: 930716860

Methadone

Allied Health Services for Drug Recovery
808 SW Alder St.
Portland, OR 97205
226-2203
Tax ID Number: 93-0949330

Methadone

WASHINGTON COUNTY

Community Youth Services of Washington County
2004 Main St, #200
Forest Grove, OR 97116
357-5437
Tax ID Number:

Outpatient A&D
Level I and Level II

Oregon Human Development Corporation
Ayuda Community Services
265 SE Oak St., Suite E
Hillsboro, OR 97123
640-5223
Tax ID Number:

Outpatient A&D
Level I and Level II

Tualatin Valley Mental Health Center
Substance Abuse Programs
14600 NW Cornell Road
Portland, OR 97229
645-3581
Tax ID Number:

Outpatient A&D
Level I and Level II

Youth Contact
447 SE Baseline St.
Hillsboro, OR 97123
640-4222
Tax ID Number:

Outpatient A&D
Level I and Level II

CLACKAMAS COUNTY

Clackamas County Mental Health
Alcohol and Drug Program
2100 SE Lake Rd.
Milwaukie, OR 97222
503-655-8735
Tax ID Number: 93-600286W

Outpatient A&D
Level I and Level II

Marylhurst Mental Health Clinic
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-600286W

Outpatient A&D
Level I and Level II

Oregon City Mental Health Clinic
998 Library Court
Oregon City, OR 97045
503-655-8401
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II

Clackamas County Mental Health
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

Marylhurst Mental Health Clinic
Alcohol and Drug Program
Education Hall
Marylhurst, OR 97036
503-655-8338
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

Oregon City Mental Health Clinic
998 Library Court
Oregon City, OR 97045
503-655-8401
Tax ID Number: 93-6002286W

Outpatient A&D
Level I and Level II
(Youth Services)

JACKSON COUNTY

Jackson County Substance Abuse Program
338 N. Front Street
Medford, OR 97501
776-7359
Tax ID Number:

Methadone

ONTRACK, Inc.
221 West Main St.
Medford, OR 97501
772-1777
Tax ID Number:

Outpatient A&D
Level I and Level II

Positive Alternatives Center
149 S. Main St
Phoenix, OR 97535
535-9171
Tax ID Number:

Outpatient A&D
Level I and Level II

**ADDENDUM III
MULTNOMAH COUNTY
COMPENSATION/RISK MODEL**

COMPENSATION

OMAP has increased the capitation rate to ODS Health Plans to cover Chemical Dependency services. OMAP has also included an additional 6% administrative rate based on the increased capitation rate to help cover the Health Plan costs.

The increase will be handled in the following manner:

- o 6% Administration Rate will be retained by ODS Health Plans to cover costs.
- o An amount of 0.13 cents PMPM (5% of the capitation payment increase) will be paid to Multnomah County for Management of the Service Provider panel in the TriCounty area. In Jackson County the amount of .08 centes PMPM (5% of the capitation payment increase) will be paid to Mulnomah County for Management of the Jackson County service providers.
- o The increase in capitation for Chemical Dependency (Outpatient and Methadone) will be placed in a 'carve out' pool. This pool of funds will be used only in paying approved Chemical Dependency claims submitted by the approved panel of service providers.
- o The contracted rate will be reflected to have a 20% discount off of current Medicaid rates (discounted fee-for-service.)
- o Claims will be submitted reflecting current Medicaid rates. Claims will be paid at the discounted rate less a 10% Withhold.
- o The total paid billing will reflect a total of 30% off of the current Medicaid rates.

YEAR-END ACCOUNTING

At year end, the funds in the Chemical Dependency pool will be handled as follows:

Surplus Funds

Should the fund balance be positive at year-end, including a period of three months for claims runout, the funds will be returned as follows:

- o The 10% Withhold will be returned to the respective Service Provider first.

- o If there is additional surplus after the Withhold return, the additional surplus will be returned to County. Other disbursement arrangement can be made at the request of County.

Deficit Fund

Should the fund balance be negative at year-end, including a period of three months for claims runout, the deficit will be handled as follows:

- o The 10% Withhold will be returned to the Service Provider to the extent possible.
- o The greatest 'downside' that the Service Provider may encounter is the 10% Withhold.
- o Deficits in excess of the 10% Withhold will be managed by ODS Health Plans.

ADDENDUM IV
ASSURANCES FORM

PREPAID HEALTH PLAN NAME ODS HEALTH PLAN

By the signature affixed below, we agree to comply with the following standards for Phase II of the Oregon Health Plan.

1.1 Measurement Standard:

Prepaid Health Plan (PHP) shall inform all Oregon Health Plan (OHP) members that chemical dependency outpatient, intensive outpatient, and methadone treatment services are included in the basic health care package .

1.2 Measurement Standard

PHP shall provide equal access to chemical dependency treatment for all Office of Medical Assistance Program (OMAP) Members regardless of age, sex, ethnicity, sexual orientation, cognitive or physical functioning, English speaking proficiency or involvement in the legal system.

1.3 Measurement Standard:

PHP shall ensure access to chemical dependency treatment for any OMAP Member who meets admission criteria for treatment, regardless of prior alcohol/other drug treatment or education, e.g. 40 hours of DUII treatment.

1.5 Measurement Standard:

Considering the nature of chemical dependency and the denial inherent in the disorder, the PHP is expected to make reasonable efforts to engage OMAP Members who require chemical dependency treatment to participate in the recommended treatment.

If the PHP requests disenrollment of an OMAP Member who is non-compliant with chemical dependency treatment recommendations, the PHP will provide OMAP, along with the request, documentation of the efforts made to engage the OMAP Member in treatment. Such a request must be reviewed and approved by OADAP before the request can be granted.

2.1 Measurement Standard:

Any time a PHP or its subcontractors denies access to treatment to a person who meets the placement criteria for outpatient treatment, or denies continuation of treatment to a person who has not yet met the appropriate discharge criteria, documentation shall be provided, within 10 calendar days, in writing to the OMAP Member, the referral source, and the Office of Alcohol and Drug Abuse Programs, the specific reasons for the denial and the

names of the OMAP Member and individual making the decision. The documentation shall reference the OADAP placement, continued stay, and discharge criteria. (Adolescent criteria is being developed and will be distributed for review.)

2.3 Measurement Standard:

The PHP shall consider each client's needs, and, to the extent possible and appropriate, provide specialized services for: a) adolescents, and adolescent development; b) women, and women's specific issues; c) ethnic and racial diversity and environments that are culturally relevant; d) intravenous drug users; and e) parolees/probationers and their unique needs.

2.4 Measurement Standard:

The PHP requires that their chemical dependency service providers coordinate referral of, and then follow up on OMAP Members to residential treatment, community detoxification and/or basic core services. Basic core services will enable the OMAP Member to gain maximum benefit from outpatient chemical dependency services and prevent relapse. Basic core services include but are not limited to child care, elder care, housing, transportation, employment, vocational training, educational, mental health, financial, and legal services.

2.5 Measurement Standard:

PHP shall assure that at least minimal outpatient chemical dependency services are provided on an interim basis to sustain OMAP Members who meet criteria for residential care, community detoxification, or methadone maintenance, but for whom those services may not be immediately available. (See attachment #1 for definition of interim outpatient services.)

2.6 Measurement Standard:

A limited number of programs exist for specialized services. The services have been specifically designed to produce the best possible outcomes for these difficult to treat populations:

- Job Opportunities & Basic Skills (JOBS) referrals
- Drug Courts referrals
- Children Services Division referrals

OADAP will provide education and information for the PHPs around these programs and the clients they serve. It is expected that together, OADAP and PHPs can identify specialized programs in each county that would be used as exclusive providers.

2.7 Measurement Standard:

PHP in Multnomah County shall explore the possibility of using Multnomah County Target Cities Central Intake Unit. (See attachment #3)

3.1 Measurement Standard:

PHP shall require that its chemical dependency service providers submit Client Process Monitoring System (CPMS) data, in accordance with the OADAP/CPMS Manual, to the Mental Health and Developmental Disability Services Division (MHDDSD). PHP may require that their providers submit CPMS data through them to the MHDDSD, however, the data must still arrive at MHDDSD within 30 calendar days of admission or discharge.

4.1 Measurement Standard:

PHP staff and/or contract staff shall utilize screening instruments approved by OADAP for determining whether a diagnostic assessment for chemical dependency problems is indicated for an OMAP Member, or shall submit a copy of an alternative screening instrument to OADAP for review and possible approval.

5.1 Measurement Standard:

The PHP shall have or obtain a Letter of Approval from the state Office of Alcohol & Drug Abuse Programs (OADAP) if it wishes to be its own chemical dependency service program and shall contract or subcontract only with chemical dependency service programs which have or obtain a Letter of Approval from OADAP for the contracted services.

5.2 Measurement Standard:

All PHP staff and contractors shall follow the federal (42CFR Part 2, found in the OADAP blue binder, Volume I, Section 5) and state (426.460-470 Oregon Rules, see attachment #4) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members who receive chemical dependency services.

6.1 Measurement Standard:

The PHP shall accept counselor certification and licensing from an OADAP approved credentialing organization and related Oregon Administrative Rules (OARs) for chemical dependency service qualifications for non-degreed professionals. PHP shall negotiate with, and review proposals developed by, OADAP for acceptable chemical dependency services qualifications for degreed professionals. A proposal relating to degreed professionals will be incorporated into PHP requirements effective January 1, 1996.

6.2 Measurement Standard:

PHP and their sub-contractors shall make decisions regarding chemical dependency client access, placement, continued stay, and discharge based on the criteria approved by OADAP and shall participate with OADAP in a review of the impact of these criteria on service quality, cost, outcome, and access.

CHIEF EXECUTIVE OFFICER OR DESIGNEE:

Signature

Printed

Name A. G. Lindstrand

Title President

Date November 29, 1994

ln/stand4/11-3-94

EXHIBIT B

Proof of Provider's Insurance

MEETING DATE: AUG 10 1995

AGENDA NO: R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Condemnation Proceeding - NE Halsey St. & NE 223rd Avenue

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 10, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Transportation DIVISION: Environmental Services

CONTACT: Bob Thomas TELEPHONE #: 248-3838

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Bob Thomas

ACTION REQUESTED:

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

SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Resolution to consider condemnation and immediate possession of a parcel of land at the intersection of NE Halsey Street, County Road No. 1180, and NE 223rd Avenue, County Road No. 667.

8/17/95 copies to Bob Thomas

SIGNATURES REQUIRED:

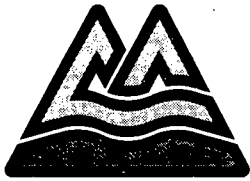
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams / [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: Betsy Williams
Larry Nicholas**

TODAY'S DATE: July 31, 1995

REQUESTED PLACEMENT DATE: August 10, 1995

RE: Approval of Resolution Considering Condemnation and Immediate Possession of a Parcel of Land for Road Construction Purposes.

I. Recommendation/Action Requested:

The Transportation Division seeks approval of a resolution requesting consideration to begin public condemnation and gain immediate possession of real property for road construction purposes.

II. Background/Analysis:

The Transportation Division is reconstructing the intersection of N.E. Halsey Street and N.E. 223rd Avenue in Fairview. The first phase of this project involves rechannelling Fairview Creek under N.E. Halsey Street, west of N.E. 223rd Avenue. A number of parcels have been purchased or easement obtained to permit construction. The Oregon Department of Transportation (ODOT) acts as Multnomah County's agent in the acquisition of right of way and has been actively pursuing the purchase of these properties for the last six months.

The property described in this resolution is vital to the first construction phase of the project and must be in Multnomah County's possession at the earliest possible date. ODOT has been unable to secure the property through a binding offer. It is ODOT's opinion that we will be unable to acquire this property in a timely manner without condemnation. The current property owners have been fully involved in negotiations throughout the process.

III. Financial Impact:

A separate account has been established in the Oregon Local Government Investment Pool (LGIP) to purchase right of way for this capital transportation project. Funds from this account will be deposited in court. In the event that additional funds are required to cover legal expenses of the condemnation proceedings, they will be transferred from within the county's other LGIP accounts into this account. No additional outside funding should be required.

IV. Legal Issues:

If a public entity is unable to reach agreement with the owner of property deemed necessary for construction or easement, Oregon State Law authorizes state, county and city governments to condemn property under the Eminent Domain Procedures in ORS CH 35.

V. Controversial Issues:

As in any condemnation proceeding, the property owner in this case is hesitant to accept a binding offer for sale of the parcel. If ODOT is unable to reach a negotiated settlement for sale, condemnation proceedings will be necessary.

VI. Link to Current County Policies:

The reconstruction of the intersection of N.E. Halsey Street and N.E. 223rd Avenue is a component of the Multnomah County Transportation Capital Improvement Program and Plan. The intersection carries a large volume of traffic and is expected to increase upon completion of the N.E. 207th Connector and I-84 Interchange. This project will increase capacity and improve level of service at this intersection.

VII. Citizen Participation:

A public review process was conducted by the Transportation Division prior to final design of this project.

VIII. Other Government Participation:

The Oregon Division of State Lands and the Army Corps of Engineers have granted Multnomah County permits to perform construction within the streambed of Fairview Creek, which is located on this property. The permits expire on October 1st, 1995. Immediate possession of this parcel is essential.

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON

In the Matter of the Improvement of the)	RESOLUTION
Intersection of NE Halsey Street, No.)	No. 95-176
1180, and NE 223rd Avenue, No. 667)	
_____)	

The above-entitled matter is before the Board to consider the condemnation and immediate possession by Multnomah County of the real property hereinafter described for the purpose of improvement of the intersection of NE Halsey Street and NE 223rd Avenue; and

It appearing that the project has been planned and located in a manner which is most compatible with the greatest public good and the least private injury; and

It appearing that the real property hereinafter described is necessary for the improvement of the intersection of NE Halsey Street and NE 223rd Avenue; and

It appearing that it is necessary to acquire immediate possession of the property hereinafter described to allow construction to proceed and be completed on schedule within budgetary limitations, now, therefore,

BE IT RESOLVED that Multnomah County, by this Resolution, does hereby declare its intent to acquire said real property for the purposes hereinabove specified, and to acquire for road purposes over the real property situated in the County of Multnomah, State of Oregon, and described on Exhibits A and B attached hereto; and

BE IT FURTHER RESOLVED:

1. That the Board does hereby find and declare that it is necessary to acquire the property described herein for the improvement of the intersection of NE Halsey Street and NE 223rd Avenue, and
2. That in the event that no satisfactory agreement can be reached with the owners of the property as to the purchase price, legal counsel is hereby authorized and directed to commence and prosecute to final determination such proceedings as may be necessary to acquire the property. Such action shall be in accordance with all applicable laws, rules, and regulations governing such acquisition; and
3. That upon final determination of any such proceeding, the deposit of funds and payment of judgment conveying the property to the County is hereby authorized; and

Resolution

NE Halsey Street, No. 1180 &

NE 223rd Avenue, No. 667

Page 2

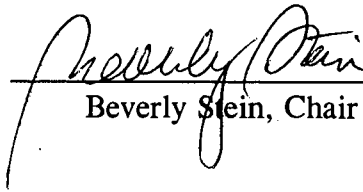
4. That the Board hereby finds that it is necessary to obtain immediate possession of such property to allow construction to proceed and be completed on schedule within budgetary limitations; and
5. Legal counsel is hereby authorized and directed to take such action in accordance with law to obtain immediate possession of the property; and
6. That there is hereby authorized the creation of a fund in the amount of the estimate of just compensation for each such property, which shall, upon obtaining possession of each such property, be deposited with the Clerk of the Court wherein the action was commenced for the use of the defendants in the action, and the Director of the Finance Division is authorized to draw a warrant on the Road Fund of the County in such sum for deposit.

DATED this 10th day of August, 1995.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Beverly Stein, Chair

REVIEWED:

LAWRENCE KRESSEL, County Counsel
for Multnomah County

By


Assistant County Counsel
John L. DuBay

RTCK1066.DOC



EXHIBIT "A"

NO SCALE

DEDICATION

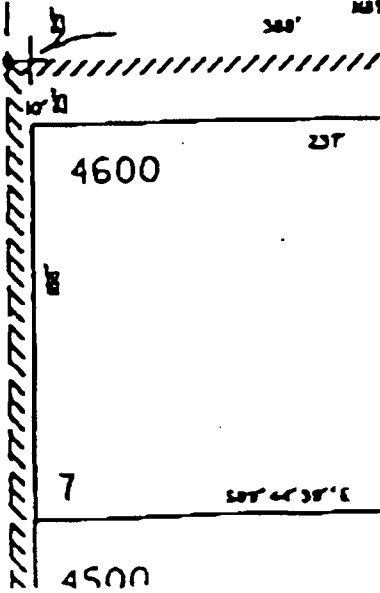
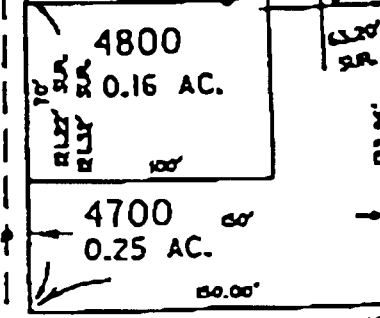
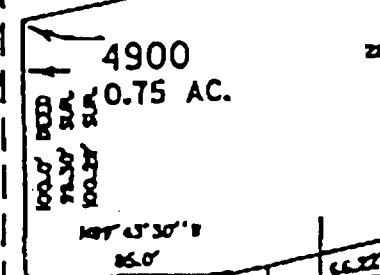
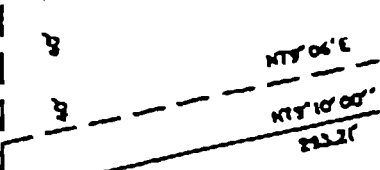
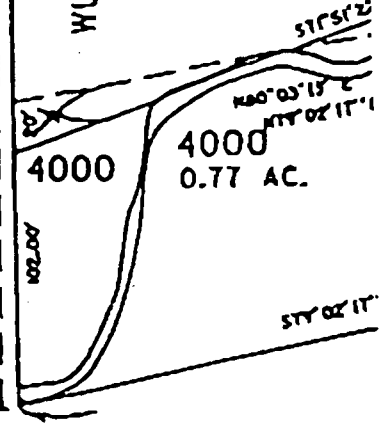
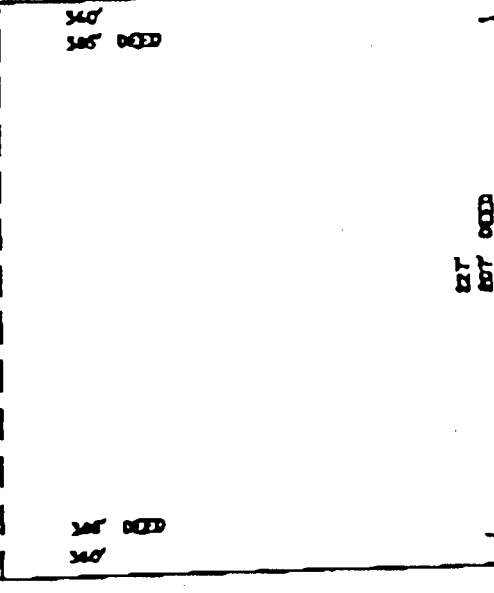
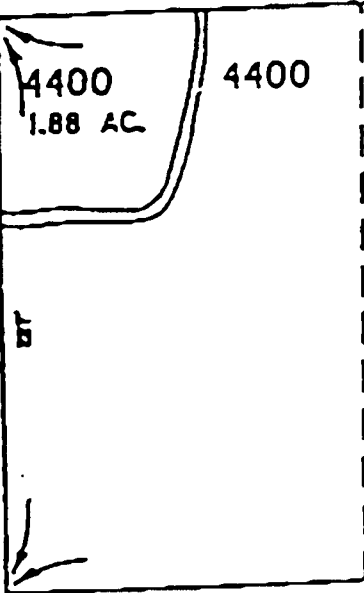
EASEMENT

N.E. HALSEY ST.

(OLD) HALSEY ST.

N.E. 223RD AVE.

WLY LINE



FEE TAKING:

A parcel of land situated in the Southeast One-quarter of Section 28 and the Southwest One-quarter of Section 27, T1N, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly, when measured at right angles, to the centerline thereof, and the North right-of-way line of (old) Halsey Street, County Road No. 688, being 25.00 feet North, when measured at right angles, to the centerline thereof, said point also being the West corner of a tract of land conveyed to Dennis Lee Rogers and Charlotte V. Rogers in Book 1137, Page 1504, recorded November 4, 1976, Multnomah County Deed Records, being more particularly described as follows:

"Commencing at a point in the North line of County Road No. 688 which bears N 0°26' W, 342.67 feet and N 89°34' E, 88.40 feet from the Southwest corner of said Section 27, said point also being the Southwest corner of that tract of land conveyed to John E. Poyner and Bessie M. Poyner, by deed recorded August 5, 1954, in Book 1673, Page 541, Deed Records; thence S 89°34' W along said North line, a distance of 50.00 feet to the point of beginning of the tract herein to be described; thence N 0°04'30" W, parallel with the West line of said Poyner tract, a distance of 87.55 feet to a point of non-tangent curve in the southeasterly line of Barr Road Extension No. 1180; thence southwesterly

along said southeasterly line along the arc of a 676.25 foot curve to the left, through a central angle of $1^{\circ}25'50''$, an arc distance of 16.89 feet to a point of tangency; thence $S 58^{\circ}36' W$, a distance of 99.77 feet to a point of curvature; thence southwesterly along the arc of a 756.25 foot radius curve to the right, through a central angle of $4^{\circ}21'36''$, an arc distance of 57.54 feet to a point of intersection with the North line of said County Road No. 688; thence $N 89^{\circ}34' E$ along said North line, a distance of 150.00 feet to the point of beginning."

Thence $N 89^{\circ}33'40'' E$ along said North right-of-way line, a distance of 60.00 feet to a point; thence $N 0^{\circ}04'05'' W$ parallel to the East line of said Rogers tract, a distance of 27.69 feet to a point, said point being 45.00 feet southeasterly, when measured at right angles, to the centerline of said N.E. Halsey Street; thence $N 58^{\circ}37'50'' E$, 91.35 feet along a line being 45.00 feet distant, when measured at right angles, to the centerline of N.E. Halsey Street, County Road No. 1180, to a point; thence northeasterly along an arc of a 670.70 foot curve to the right, the chord of which bears $N 59^{\circ}13'33'' E$, 13.93 feet, an arc length of 13.93 feet to a point, said point being 45.00 feet distant, when measured at right angles, to the centerline of N.E. Halsey Street, County Road No. 1180, and on the East line of said Rogers tract; thence $N 0^{\circ}04'05'' W$ along said East line, a distance of 5.77 feet to a point on the South right-of-way line of said N.E. Halsey Street, said point being 40.00 feet southeasterly, when measured at right angles, to the centerline thereof; thence southwesterly along the South right-of-way line of said N.E. Halsey Street along an arc of a 675.70 foot radius curve to the left, the chord of which bears $S 59^{\circ}20'50'' W$, 16.93 feet, an arc length of 16.93 feet to a point of tangency; thence $S 58^{\circ}37'50'' W$, 99.79 feet along the South right-of-way line of said N.E. Halsey Street, County Road No. 1180, to a point; thence southwesterly along said South right-of-way line along the arc of a 756.9 foot radius curve to the right, the chord of which bears $S 60^{\circ}48'20'' W$, 57.45 feet, an arc length of 57.46 feet to the point of beginning.

Containing 1,520 square feet, more or less.

In addition to the above described parcel, a temporary easement for the construction and maintenance of slopes, utilities and sidewalks is described as follows:

Beginning at the point on the North right-of-way line of (old) Halsey Street, County Road No. 688, said point bears N 89°33'40" E along said North right-of-way line, a distance of 60.00 feet from the point of intersection of the southerly right-of-way line of N.E. Halsey Street, County Road No. 1180, being 40.00 feet southerly, when measured at right angles, to the centerline thereof, and the North right-of-way line of (old) Halsey Street, County Road No. 688, being 25.00 feet North, when measured at right angles, to the centerline thereof; thence N 89°33'40" E, continuing along said North right-of-way line, a distance of 20.00 feet to a point; thence N 0°04'05" W, a distance of 39.72 feet to a point, said point being 45.00 feet southeasterly, when measured at right angles, to the centerline of said N.E. Halsey Street; thence S 58°37'50" W, 23.41 feet along the South right-of-way line of N.E. Halsey Street, County Road No. 1180, to a point; thence S 0°04'05 E, 27.69 feet to the point of beginning.

Containing 674 square feet, more or less.

Said temporary easement will expire one year after final acceptance of the project. (Final acceptance being concurrent with the beginning of the guarantee period.)



PLEASE PRINT LEGIBLY!

MEETING DATE 8/10/95

NAME

TOM CROPPER

ADDRESS

P.O. Box 18025

STREET

P.O. RT.

97218

CITY

ZIP

Scoping Report

I WISH TO SPEAK ON AGENDA ITEM NO. R-9

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: AUG 10 1995

Agenda No: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reporting of a Planning Commission recommendation of adoption of the Scoping Report for the East of Sandy River Rural Area Plan. C 3-95

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: August 10, 1995

Amount of Time Needed: ~~30 minutes~~ 15 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Gordon Howard

TELEPHONE: 248-3043 2599
BLDG /ROOM:412/Plan

PERSON(S) MAKING PRESENTATION: Gordon Howard

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

Summary (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Reporting of Multnomah County Planning Commission recommendation to adopt the Scoping Report and giving Planning Division staff the direction to move forward in drafting the East of Sandy River Rural Area Plan with the issues identified in the Scoping Report. Following the Board adoption of the Scoping Report, the Planning Division staff will work with the Citizen's Advisory Committee to prepare the Draft East of Sandy River Rural Area Plan.

8/23/95 copies to Gordon Howard & Sharon Kelley

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: ROP [Signature]

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUL 31 PM 4:22

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: Board of County Commissioners

FROM: Planning Staff

TODAY'S DATE: July 31, 1995

**REQUESTED
PLACEMENT DATE:** August 10, 1995

RE: Public hearing on report of Multnomah County Planning Commission recommendation to adopt the Scoping Report and giving Planning Division staff direction to move forward in drafting the East of Sandy River Rural Area Plan with the issues identified in the Scoping Report.

I. RECOMMENDATION/ACTION REQUESTED:

Recommend approval of the East of Sandy River Rural Area Plan Scoping Report and direction to staff to move forward in drafting the East of Sandy River Rural Area Plan with issues identified in the Scoping Report. The next step in this process would be the appointment of a Citizen's Advisory Committee to guide the preparation of the plan and provide a forum for public discussion of major issues.

II. BACKGROUND/ANALYSIS:

This is the second of five rural area plans proposed for Multnomah County. The process of identifying issues for the East of Sandy River Plan, conducted by Planning staff and the firm of Cogan Owens Cogan, began in March with an agency scoping meeting, continued in April with a mailing to stakeholders groups, and culminated in May with a public forum hosted by Commissioner Sharron Kelley, held at the Corbett Middle School, and attended by over 100 citizens. The attached Scoping Report identifies all issues raised during the issue identification process, and makes a recommendation as to which issues should be addressed by the East of Sandy River Rural Area Plan.

III. FINANCIAL IMPACT:

All fiscal impacts of this proposal, which consist of the cost of preparing the East of Sandy River Rural Area Plan, are already contained within the adopted Planning Division budget.

IV. LEGAL ISSUES:

No legal issues have been identified.

V. CONTROVERSIAL ISSUES

No significant controversial issues were raised at the Planning Commission public hearing on this matter on July 10, 1995, and no additional issues have arisen since then.

VI. LINK TO CURRENT COUNTY POLICIES

This scoping report completes the first phase in the adoption of the East of Sandy River Rural Area Plan and thus implements current County policy regarding the preparation and adoption of new plans for the County's rural areas.

VII. CITIZEN PARTICIPATION

This scoping report reflects significant citizen participation in the identification of major issues facing the East of Sandy River Rural Area. Formation of a Citizen's Advisory Committee after approval of this report will allow for continued citizen participation in the preparation of this plan.

VIII. OTHER GOVERNMENT PARTICIPATION

This scoping report reflects significant input from other governmental agencies interested in various issues within the East of Sandy River Rural Area.

**DECISION OF THE
MULTNOMAH COUNTY BOARD OF COMMISSIONERS**

In the matter of adopting the East of Sandy)
River Rural Area Plan Scoping Report C 3-95)
)
)

RESOLUTION

WHEREAS, in 1993, the Multnomah County Board of Commissioners directed the Planning Division staff to begin the Rural Area Planning Program to address land use issues faced by the rural areas of Multnomah County; and

WHEREAS, the Board of County Commissioners requested five rural area plans, one being the East of Sandy River Rural Area, and

WHEREAS, the County staff has conducted meetings with key stakeholders, held interviews with other governmental agencies, solicited written comment and conducted a Community Open House in Corbett in order to gain input on major issues facing Multnomah County; and

WHEREAS, the attached Scoping Report represents all of the issues identified by key stakeholders, other governmental agencies, the residences and the Planning Commission for the East of Sandy River Rural Area Plan; and

WHEREAS, the Planning Commission conducted a Public Hearing on July 10, 1995 and has forwarded a recommendation to adopt the Scoping Report;

NOW, THEREFORE BE IT RESOLVED that the Multnomah County Board of Commissioners adopts the attached Scoping Report, containing issues to be addressed in the East of Sandy River Rural Area Plan.

APPROVED this 10th day of August, 1995.

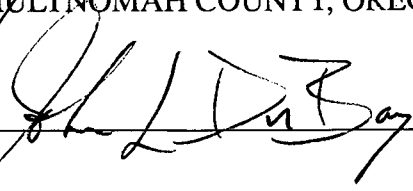
BY _____

BEVERLY STEIN, CHAIR
MULTNOMAH COUNTY BOARD OF COMMISSIONERS
MULTNOMAH COUNTY, OREGON

REVIEWED:

JOHN DUBAY, CHIEF ASSISTANT COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____



**BEFORE THE
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON**

In the matter of adopting the East of Sandy)
River Rural Area Plan Scoping Report C 3-95)
)

RESOLUTION

WHEREAS, in 1993, the Multnomah County Board of Commissioners directed the Planning Division staff to begin the Rural Area Planning Program to address land use issues faced by the rural areas of Multnomah County; and

WHEREAS, the Board of County Commissioners requested five rural area plans, one being the East of Sandy River Rural Area, and

WHEREAS, the County staff has conducted meetings with key stakeholders, held interviews with other governmental agencies, solicited written comment and conducted a Community Open House in Corbett in order to gain input on major issues facing Multnomah County; and

WHEREAS, the attached Scoping Report represents all of the issues identified by key stakeholders, other governmental agencies, the residences and the Planning Commission for the East of Sandy River Rural Area Plan; and

WHEREAS, the Planning Commission conducted a Public Hearing on July 10, 1995 and has forwarded a recommendation to adopt the Scoping Report;

NOW, THEREFORE BE IT RESOLVED that the Multnomah County Board of Commissioners adopts the attached Scoping Report, containing issues to be addressed in the East of Sandy River Rural Area Plan.

APPROVED this 10th day of August, 1995.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

BY

BEVERLY STEIN, CHAIR

REVIEWED:

JOHN DUBAY, CHIEF ASSISTANT COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____

JOHN L. DUBAY

EAST OF SANDY RIVER RURAL AREA PLAN

SCOPING REPORT

JUNE, 1995

Prepared for: Multnomah County
Department of Environmental Services
Division of Planning and Development
2115 SE Morrison Street
Portland, OR 97214

Prepared by: Cogan Owens Cogan
10 NW Tenth Avenue
Portland, OR 97209-3120

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A. INTRODUCTION

The East of Sandy River Rural Area Plan is the second in a series of land use plans for five rural areas in Multnomah County. Last year, the County completed and is currently in the adoption process for the West Hills Rural Area Plan. Development of rural area plans is part of the process of updating the Comprehensive Plan to address the state requirement that plans be updated and maintained to meet state mandates and reflect changing conditions. These planning efforts are intended to provide policy direction for rural, unincorporated areas, including how to accommodate predicted growth while preserving the qualities of livability that draw people to the area. The plans may result in development of new implementation methods or new ways of using existing methods to carry out rural area plans. Plans are expected to take about one year each to develop, with the entire process completed in four years.

Planning Area

The East of Sandy River Rural Area includes that portion of Multnomah County extending east from the Sandy River to the Hood River County line, and south from the Columbia River to the Clackamas County line. The portion of the rural area within the Columbia River Gorge National Scenic Area (NSA) is addressed by the NSA Management Plan and the County will not be proposing changes to that Plan. However, the NSA portion is included in the East of Sandy River planning area, as it is integrally related to the planning area, particularly those lands directly south of the NSA boundary.

The planning outside of the NSA encompasses approximately 79,200 acres, two-thirds of which is within the Mt. Hood National Forest. The area has a population of about 2,000 persons, housed in 675 dwellings (667 single-family and eight multi-family.)

The western quarter of the planning area is a mix of rural residential, agricultural, and commercial timber lands. The remainder is a combination of private commercial forest lands and Mt. Hood National Forest lands. Springdale is the sole community center within the planning area, and is designated in the Comprehensive Plan as a Rural Center. A Rural Residential designation is applied to concentrations of rural residential development south of the Scenic Highway and west of Springdale; and along Hurlbert, Smith, Rickert, Loudon, Trout Creek and Gordon Creek Roads east of Springdale. About 625 acres of Multiple Use Agriculture lands are located directly east of Springdale; along Woodard, Pounder and Littlepage Roads; south of Corbett; and along Gordon Creek Road southeast of Springdale. These are agricultural lands which are not suited to full-time commercial farming because of existing development and parcelization. Over 2,000 acres of Exclusive Farm Use lands are located mostly east and south of Springdale. The remaining private lands in the planning area (22,000 acres) are designated as Commercial Forest Use.

Scoping Process

Scoping is the process of identifying issues to be addressed in a planning project. The scoping process for the East of Sandy River Rural Area Plan began in March, 1995 with an agency scoping meeting and will conclude in Fall 1995 with approval by the County Board of Commissioners of the issues to be analyzed in the Plan.

Scoping activities have included:

- ◆ Agency scoping through both a questionnaire mailed to 64 local, state, regional, federal and Tribal agencies and a scoping meeting conducted on March 13, 1995;
- ◆ Stakeholder scoping, through a questionnaire mailed to 40 key stakeholder groups;
- ◆ Planning Commission scoping at its April 3, 1995 meeting; and
- ◆ Public scoping through both a questionnaire included as part of a newsletter mailed to all addresses in the planning area and an open house conducted on May 2, 1995.

Report Purpose and Organization

The purpose of this report is to (1) provide a compilation of all potential issues identified through scoping, (2) identify common themes among those issues, and (3) recommend issues for analysis in the East of Sandy River Rural Area Plan.

The report first presents a summary of issues identified by source, e.g. agency scoping and open house. These summaries are followed by an identification of common themes among all issues and then by recommendations on those issues to carry forward for analysis. Complete compilations of issues by source are included as appendices. Attached are copies of the newsletter, press release announcing the open house, open house program, and other scoping-related materials.

B. AGENCY SCOPING

The first step in the scoping process involved inviting 64 local, state, regional, federal and Tribal agencies to participate in an agency scoping meeting and/or complete a scoping issues questionnaire. The following eight agencies participated in the March 13, 1995 meeting, conducted at the Mt. Hood National Forest Supervisor's Office:

- ◆ Multnomah County Division of Planning and Development
- ◆ Multnomah County Division of Transportation
- ◆ U.S. Forest Service, Mt. Hood National Forest, Supervisor's Office
- ◆ U.S. Forest Service, Mt. Hood National Forest, Columbia Gorge Ranger District
- ◆ Oregon Department of Transportation
- ◆ East Multnomah County Soil & Water Conservation District

- ♦ Metro Regional Parks & Greenspaces
- ♦ Rural Fire Protection District #14

In addition, completed questionnaires were received from the following seven agencies. A compilation of questionnaire responses is included as Appendix A.

- ♦ Multnomah County Sheriff's Office
- ♦ Columbia River Intertribal Fish Council
- ♦ State Historic Preservation Office
- ♦ Mt. Hood National Forest
- ♦ Oregon Department of Transportation
- ♦ Oregon Division of State Lands
- ♦ Oregon Parks and Recreation Department

The scoping issues which follow represent a combination of issues identified at the agency scoping meeting and through agency scoping questionnaires. (There is no prioritization associated with the order in which these issues are listed.)

1. Urban/rural interface conflicts
 - ♦ Conflicts between timber production and rural residential uses, particularly in the Walker Prairie and Aims areas
2. Impacts of growth on community character
 - ♦ Proximity to other growth centers, e.g. Troutdale and Gresham
 - ♦ Need for vision for Springdale's future role/scale
 - ♦ Encourage or discourage tourism-related development
3. Conflicting values - resource production vs. resource protection
 - ♦ Minimum lot sizes for forest lands
4. Law enforcement
 - ♦ Inappropriate activities, e.g. uncontrolled shooting, refuse dumping
 - ♦ Lack of adequate authorities
5. Fire prevention/emergency services
 - ♦ Mixed land uses and narrow/private roads make access difficult
6. Access to Bull Run and Gordon Creek watersheds
 - ♦ Illegal entry
 - ♦ Bicycle and pedestrian access into Gordon Creek watershed
7. Howard Quarry expansion
 - ♦ Traffic impacts and conflicts
 - ♦ Impacts to water resources

8. Protection of cultural resources
 - ♦ Conflicts among users of the Historic Columbia River Highway, a narrow roadway without many turnouts
 - ♦ Identification and protection of archaeological and historic resources
9. Transportation system
 - ♦ Conflicts between recreational and commercial traffic
 - ♦ Speeding in residential areas
 - ♦ Design of potential future roadways to reduce impacts to the natural environment
 - ♦ Roads in geologic hazard areas
10. Protection of watershed values
 - ♦ Cumulative impacts of roads, construction, logging, agricultural practices
 - Modification of natural habitats
 - ♦ Preservation of salmon habitat
 - ♦ Effects of increased runoff
 - Agrichemical contaminants
 - Need for surface water management measures
 - ♦ Involvement of SWCD & watershed groups in stream monitoring/protection
 - ♦ Interface with State Scenic Waterway
 - Coordination between County zoning/development regulations and State permitting process
11. Recreation uses
 - ♦ Conflicts between bicyclists and cars/trucks
 - ♦ Access to Sandy River
 - Use of gravel pit at base of Gordon Creek Road for parking
 - Problems with parking on road shoulders
12. Permitting shooting ranges as conditional uses
 - ♦ Reduces illegal activities
 - ♦ Allowed on NFSL

C. STAKEHOLDER SCOPING

Input from 40 key stakeholder groups was solicited through a questionnaire mailing and through the offer of a presentation by the project team to any interested organization. Completed questionnaires were received from the following eight groups; there were no requests for presentations. A compilation of questionnaire responses is included as Appendix B.

- ♦ Bicycle Transportation Alliance

- ♦ Friends of the Columbia Gorge
- ♦ Oregon Trout
- ♦ Troutdale Historical Society
- ♦ Longview Fiber Company
- ♦ Corbett Community Association
- ♦ Guardians of Larch Mountain
- ♦ John Christensen (past president of NE Multnomah County Community Association)

Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.)

1. Maintaining the area's rural character
 - ♦ Conversion of forest and farm land to rural residential
 - ♦ Discouraging land division
 - ♦ Ensuring compact development
 - ♦ Maintaining a low population density
 - ♦ Restricting incompatible uses
 - ♦ Sustainable agricultural and forestry practices
 - ♦ Maintaining open space
 - ♦ Cumulative impacts of development
2. Preserving natural areas
 - ♦ Protection of Howard Canyon as an elk migration corridor
3. Protection of watersheds
 - ♦ Restoration and improvements to riparian areas
4. Scenic quality
 - ♦ Road screening
 - ♦ Protection of vistas
 - ♦ Signage
5. Maintenance of existing infrastructure
6. Transportation systems
 - ♦ Providing bicycle lanes on all newly constructed, reconstructed or relocated roads
 - ♦ Safety for pedestrians, bicyclists and equestrians
 - ♦ No new roads or road widenings
7. Land use regulations
 - ♦ Code/zoning enforcement
 - ♦ Retaining current zoning

8. Access to rock for roads
9. Refuse dumping

D. NEWSLETTER QUESTIONNAIRE

A newsletter, with a scoping questionnaire, was mailed to all addresses in the planning area. The newsletter explained the rural area planning process, described the East of Sandy River planning area and current land uses, and announced the Community Open House.

Forty questionnaires were returned. A compilation of questionnaire responses is provided as Appendix C. Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.)

1. Maintaining the area's livability/rural character
 - ♦ Maintaining a rural area economy
 - ♦ Negative effects of tourism
 - ♦ Restricting development that is not compatible with the rural character
2. Maintaining current land use designations and zoning
 - ♦ Limiting small lots
 - ♦ Code/zoning enforcement
 - ♦ Education on zoning regulations
 - ♦ Maintaining the UGB west of the Sandy River and away from the Ames area
 - ♦ Flexibility in zoning and permit requirements
 - ♦ Property rights
3. Additional commercial development
 - ♦ Potential for commercial development to serve increasing tourist traffic
 - ♦ Limiting additional commercial development
 - ♦ Designing commercial development to front the highway, with parking in rear
4. Protection of resource lands
 - ♦ Protection of agricultural and forest lands
 - ♦ Limiting the division of agricultural parcels
 - ♦ Promotion of sustainable farming and forestry practices
 - ♦ Maintaining the potential for small farms
 - ♦ Restriction of additional logging
5. Forest lands
 - ♦ Timber production and harvest
 - ♦ Protection of old growth, e.g. along Gordon Creek
 - ♦ Requirements for replanting

6. Protection of the area's environmental values
 - ◆ Protection of watersheds
 - ◆ Protection of open space
 - ◆ Protection of wildlife habitat
 - ◆ Protection of Wild & Scenic River values
 - ◆ Protection of Gordon Creek wildlife corridor
 - ◆ Development of enforceable environmental regulations
7. Expansion of the Howard Canyon quarry
 - ◆ Truck traffic on narrow roads, e.g. Knieriem and Howard Canyon Roads
 - ◆ Noise impacts
 - ◆ Effects on area's livability
8. Protection of National Scenic Area values
 - ◆ Effects of development within the planning area on the Gorge
 - ◆ Protection of Corbett's scenic values
9. Limiting access to Bull Run watershed
10. Maintenance of existing infrastructure, e.g. roads
11. Transportation
 - ◆ Potential for Tri-Met service
 - ◆ Slowing traffic speed
12. Recreation opportunities/uses
 - ◆ Development of hiking trails
 - ◆ Accommodation of increasing bicycle traffic
 - ◆ Bicyclists' behavior
 - ◆ Inappropriate recreation uses, e.g. shooting and ORVs, in the Larch Mountain area
13. Public safety
 - ◆ Adequate Sheriff's patrols
14. Government distrust
 - ◆ Planning based on the desires of the area's residents versus the desires of the larger metropolitan area
15. Ability of NEMCCA to represent the area's residents

E. PLANNING COMMISSION SCOPING

Planning and Development Division staff and the consultant briefed the Planning Commission on the planning process at its April 3, 1995 meeting. The Commission reviewed the preliminary list of scoping issues developed at the agency scoping meeting and identified the following additional issues:

1. Coordination with the National Scenic Area Plan
 - ♦ Expansion of the planning area to include the National Scenic Area
2. Effects of tourism on the area's livability
 - ♦ Inundation of summer visitors
3. Enforcement of reforestation regulations
4. Effects of gravel operations in addition to the Howard Canyon quarry
5. Protection of archaeological sites in the Ames area
6. Accommodation of equestrian uses
7. Home occupations
 - ♦ Legalizing roadside stands
 - ♦ Growth in cottage industries in the Corbett area
8. Identification/protection of bald eagle habitat
9. Resource inventories
 - ♦ Use of existing information
 - ♦ Inventories of significant flora and fauna within the planning area

F. OPEN HOUSE

A community open house, hosted by Commissioner Sharron Kelley, was held on May 2, from 4 to 8 pm, at Corbett High School. Approximately 130 persons attended. The purpose of the open house was to provide information on the planning process and to solicit public comments on the key issues to be addressed in the plan. Notification of the open house was provided through a newsletter mailed to all addresses within the planning area, press releases, and the Multnomah Community Television Community Bulletin Board.

The open house program included a variety of activities:

- ♦ Live/work map -- using dots, attendees indicated where they lived and worked;

- ♦ Maps of existing uses, zoning and Comprehensive Plan designations for the planning area;
- ♦ Site-specific issues -- using stickees, participants identified site-specific issues on a map of the planning area;
- ♦ Issue priorities -- using dots, participants prioritized the preliminary issues identified through agency and planning commission scoping; additional issues to be considered were also identified;
- ♦ Miscellaneous questions -- attendees responded to flipchart questions regarding the effects of growth on the area's economy, transportation system, and land uses;
- ♦ Two town hall sessions hosted by Commissioner Kelley, in which the purpose of the planning process was explained, opportunities for future input identified, and questions from the audience fielded; and
- ♦ Questionnaires -- participants completed a questionnaire similar to that in the scoping newsletter.

Input received on scoping issues is organized below by type of activity. Numbers in parentheses indicate the number of times the issue was raised.

Site-Specific Issues

Larch Mountain

- ♦ Stop illegal shooting on Larch Mountain. (2)
- ♦ Close/block Larch Mountain area road into old gravel pit (Spring Camp); return to natural state. Same for Palmer Mill Road, access roads into forest.

National Scenic Area

- ♦ Impact of more residential development adjacent to NSA will create traffic and put pressure to develop in NSA. Adjacent area must be preserved.
- ♦ There must be no bridge considered in west end of NSA over Columbia River. This would be extremely damaging to the NSA.

Trout Creek Road/Gordon Creek Road area

- ♦ Area at end of Trout Creek Road should be rural, not commercial forest, because of number of small acreages (4 acres or less) and existing homes.
- ♦ This land was changed to commercial forest. We live there. What do we have to do to maintain status? What if we do not want to log?

Howard Canyon

- ♦ Closely monitor the gravel operation. (2)

- ♦ Who will enforce water quality of Big Creek and Howard Canyon Creek if the Howard Canyon open pit gravel mine is approved? Who will pay for road maintenance and safety issues? (2)
- ♦ Quarries are necessary for the county, cities, and the Corbett community for roads and driveways.

Sandy River

- ♦ Coordination with State Scenic Waterways to help protect scenic waterways values. Work with State Scenic Waterways on rule-making including setbacks (from the rim); measurable standards for filtering, vegetation cutting, low limbing, and re-planting; alternative site development. Make scenic waterway rules and county zoning and ordinances more compatible.
- ♦ Location of I-84 to U.S. 26 cutoff must not be close to Sandy River or more pressure on east county area will occur.
- ♦ National Wild & Scenic River Area superimposes restrictions on East of Sandy planning.

General

- ♦ Maintain UGB west of Sandy River. (5)
- ♦ Maintain a UGB "reserve" west of Sandy River.
- ♦ Protect wildlife corridors along the area's waterways (Buck, Trout, Big, Gordon, etc.) These corridors should be maintained at an adequate size to accommodate wildlife movement through more developed areas.
- ♦ Maintain existing zoning. (4) Don't make it more restrictive than it is, but do not allow the developers "nose into the tent." Make a few exceptions when warranted.
- ♦ Existing buildings and uses do not conform with zoning in many cases. Zoning variances change character of area by evolution.
- ♦ Avoid nickel and dime-ing the area with smaller lot exceptions. Maintain larger parcel sizes.
- ♦ Preservation of open and green space. (2) In the big picture, this is the most important issue. Growth should not be inevitable.
- ♦ Keep high-density out.
- ♦ Protect wildlife.
- ♦ How about bus transit to Gresham/Portland? Bike/walk trails not realistic for commuters.
- ♦ With the projected 700,000 growth in population in the tri-county area, protection and appropriate development, operation and maintenance of natural resource areas for recreation purposes should be given high priority.
- ♦ We are restoring wetlands habitat at our own expense on our property -- is there any help out there for us like there is for mohair goat growers?
- ♦ What is the future of commercial forestland? What will happen in 10 years -- will we have to log?

Issue Priorities

1. Prioritization

Participants were asked to prioritize preliminary scoping issues identified through agency scoping and by the planning commission. Each participant was provided with five dots for "voting" on priorities.

Issues	Responses	
	Number	Percent
Conflicting values - resource productions vs. resource protection ♦ Urban/rural interface conflicts - Conflicts between timber production and rural residential uses - Conflicts between agricultural production and rural residential uses ♦ Minimum lot sizes for forest lands Total for Issue and Sub-Issues	11 16 5 12 35 79	18.0%
Protection of watershed values ♦ Cumulative impacts of roads, construction, logging, agricultural practices - Modification of natural habitats ♦ Preservation of salmon habitat ♦ Effects of increased runoff - Agrichemical contaminants - Need for surface water management measures ♦ Interface with Sandy Wild & Scenic River Total for Issue and Sub-Issues	11 31 14 2 6 1 7 72	16.4%
Recreation uses ♦ Increasing summer visitation ♦ Conflicts between bicyclists and cars/trucks ♦ Access to Sandy River - Use of gravel pit at base of Gordon Creek Road for parking - Problems with parking on road shoulders ♦ Accommodation of equestrian uses Total for Issue and Sub-Issues	9 9 19 3 1 2 43	9.8%
Protection of natural resources ♦ Enforcement of reforestation requirements ♦ Protection of bald eagle habitat ♦ Identification and protection of significant natural areas Total for Issue and Sub-Issues	26 12 1 2 41	9.3%
Quarry expansions ♦ Traffic impacts and conflicts ♦ Impacts to water resources Total for Issue and Sub-Issues	10 24 1 35	8.0%

Impacts of growth on community character		
♦ Proximity to other growth center, e.g. Troutdale and Gresham	31	
♦ Need for vision for Springdale's future role/scale	2	
♦ Tourism-related development	1	
Total for Issue and Sub-Issues	34	7.7%
Law enforcement		
♦ Inappropriate activities, e.g. uncontrolled shooting, refuse dumping	26	
♦ Coordination between Sheriff's Office and Forest Service	5	
Total for Issue and Sub-Issues	31	7.0%
Home occupations		
♦ Legalizing roadside stands	6	
♦ Regulating illegal activities	4	
♦ Economic development		
♦ Encouragement of cottage industries	16	
Total for Issue and Sub-Issues	29	6.6%
Transportation system		
♦ Conflicts between recreational and commercial traffic	4	
♦ Speeding in residential areas	13	
♦ Design of potential future roadways to reduce impacts to the natural environment	5	
♦ Roads in geologic hazard areas	2	
Total for Issue and Sub-Issues	26	5.9%
Permitting shooting ranges as conditional uses		
♦ Reduces illegal activities	7	
♦ Allowed on National Forest lands	7	
Total for Issue and Sub-Issues	14	3.2%
Access to Bull Run and Gordon Creek watersheds		
♦ Illegal entry	3	
♦ Bicycle and pedestrian access into Gordon Creek watershed	2	
Total for Issue and Sub-Issues	12	3.2%
Protection of cultural resources		
♦ Conflicts among users of the Historic Columbia River Highway, a narrow roadway without many turnouts	3	
♦ Identification and protection of archaeological and historic sites	2	
Total for Issue and Sub-Issues	12	2.7%
Other		
♦ Able to put second home on property	6	
♦ Shooting in forested areas	2	
Total for Issue and Sub-Issues	8	1.8%
Fire prevention/emergency services		
♦ Difficulty in access with mixed land uses and narrow/private roads	4	
Total for Issue and Sub-Issues	4	0.9%
Total Responses	440	100.0%

2. Other Issues

In addition to the issues prioritized above, participants requested that the planning process address the following:

- ♦ Common land use issues between the West Hills and East of Sandy River plans, e.g. mining. What is decided on one side may impact the other. If you have recommended gravel not be mined on one side, it will be mined on the other for lack of alternatives.
- ♦ Zoning enforcement -- use of G.I.S. systems for access to information and identification of past activities.
- ♦ Urban growth boundary expansions on north/east side of Sandy River.
- ♦ No change of urban growth boundary please!

Miscellaneous Questions

1. What are the most important issues related to the effects of growth on the area's economy?

- ♦ More tourism-related development to meet needs of increasing growth in tourism.
- ♦ County script, e.g. stimulate the money multiplier. Payment for services would be optional FRN's or script. Keep money in county and deter big corporations from making money one day and shipping it to a different state another. It's possible and legal!
- ♦ No approval of smaller lot sizes. (2)
- ♦ Smaller lot sizes.
- ♦ Keep it country -- don't over-develop like Troutdale or Gresham. (2)
- ♦ Will zoning be followed, or will the exceptions gradually change usage?
- ♦ Better zoning code enforcement!
- ♦ There is no "area economy." (2)
- ♦ Increased traffic, road costs \$. Diminished scenic values. Increased demands on services, schools, fire, law enforcement, etc. and infrastructure (water, sewer systems, etc.) Urban use/rural use conflicts.
- ♦ Make provision for small businesses.
- ♦ Maintenance of rural housing stock -- loan programs, possibly limit size of any new dwellings.

2. What are the most important issues related to the effects of growth on the area's land uses?

- ♦ Need for minimum lot sizes for farm and forest operations
- ♦ No more than one acre minimum -- not 80 acre
- ♦ What is a landowner's role as a commercial forest owner? Will we have to log in five years or be penalized?

- ◆ 4 acre lot sizes on Trout Creek Road/not feasible for CFU as there is already many homes there.
 - ◆ Leave it the way it is!
 - ◆ Enforcement of existing land-use laws and zoning regulations.
 - ◆ Zones should not split property.
 - ◆ Do not allow expansion of Howard Canyon Gravel pit!
 - ◆ The gravel pit takes much traffic off the old highway -- by serving the community needs on many roads thereby sharing the loads.
 - ◆ Growth should not be inevitable. Preservation of open and green space is critical, and irreversible once compromised.
 - ◆ Bring sewer to Springdale and Corbett area to clean up environment and save our groundwater.
 - ◆ Maintain existing zoning but allow more flexibility in hardship cases or where land is obviously unsuitable for farm or forest. Maybe encourage alternative farming practices, new crops, traditional crops (flowers) etc.
- 3. What are the most important issues related to the effects of growth on the area's transportation system?**
- ◆ Speeding through Springdale.
 - ◆ More bike use reduces automobile use -- need bike lanes. (2)
 - ◆ Bike riders must be identifiable so they can be held accountable.
 - ◆ Bike lanes don't work -- what can we do to get them off our roads!
 - ◆ Make bike owners pay for their own bike lanes -- not us! License them to pay for bike lanes.
 - ◆ Expansion of Howard Canyon gravel pit will create too much traffic and road damage. (2) Who will pay maintenance and enforce safety?
 - ◆ Every new home puts at least 2 more cars on the highway. Can the road handle the traffic? Do we want traffic jams in the country?
 - ◆ We need horse trails.
 - ◆ Work with the state to make them accountable for increased tourist traffic due to Gorge Act.
 - ◆ This area is increasingly becoming the playground for people living in the overbuilt Gresham area. Yet they do not take the responsibility!
 - ◆ Some attention to speeders and drunk drivers.
 - ◆ Tri-Met at least once per day.
 - ◆ We need a variety of Tri-Met services. Most of us (or many) work outside the area and may use transit if it was speedy and available. Trying to meet transportation needs through bike paths, walkways is unrealistic when the main traffic flow is out of the immediate area. Plus we pay taxes to Tri-Met -- for what?

Town Hall Issues

- ♦ Commercial property is being used for residential development. Can we limit commercial zones to commercial development and not allow residential uses because we need more commercial?
- ♦ Lands that are adjacent to scenic areas are going to have "de facto" pressures for uses that are restricted within the NSA.
- ♦ Will community see pressures for expansion of the UGB?
- ♦ Some properties which are zoned CFU/EFU already have low density residential or rural residential types of development on them. Can anything be done to change the zoning?
- ♦ The connection between I-84 and US 26 (Mt. Hood Parkway.) Also, is an alternative Columbia River Bridge being discussed for the west end of the gorge.
- ♦ Who determines EFU lands classifications? What makes a "viable" farm? Ability to divide land into parcels less than 80 acres.
- ♦ What is Rural Residential?
- ♦ Lack of Code Enforcement. Why go through all the changes if the County cannot enforce new or old rules?
- ♦ How flexible are state regulations? What are "givens" under state law?
- ♦ Tri-Met service -- bridge widenings to accommodate buses.
- ♦ Watershed protection measures.
- ♦ Need for more community input into the details of the final product.
- ♦ Coordination with the Gorge Commission?
- ♦ What is the potential for expansion of the Troutdale Urban Growth Boundary?
- ♦ How do UGB and LCDC regulations on CFU and EFU work together?
- ♦ What's wrong with today's zoning? Didn't we just change the zoning 3-4 years ago? Are we changing the only 1 dwelling unit per lot requirement?
- ♦ Land zoned EFU is "locked", cannot give land to kids. 80 acre minimum is excessive.

Questionnaire Responses

A total of 29 questionnaires were completed at the open house or returned by mail. Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.) A compilation of responses is provided as Appendix D.

1. Retaining the area's existing rural character
 - ♦ Limiting additional development; avoiding being a Gresham suburb
 - ♦ Maintenance of existing zoning
2. Preservation of existing resource uses
 - ♦ Monitoring reforestation
 - ♦ Minimum lot sizes for agricultural lands

3. Opportunities for rural residential development
4. Watershed management
 - ♦ Protection of water quality
 - ♦ Effects of logging on water quality
 - ♦ Water supply
 - ♦ Closure of watershed areas to logging and recreational uses
5. Environmental protection
 - ♦ Protection of Sandy River's Wild and Scenic River values
 - ♦ Regulations on refuse burning
6. Howard Canyon quarry expansion
 - ♦ Conflicts with truck traffic
 - ♦ Noise impacts
 - ♦ Wildlife corridor impacts
 - ♦ Precedent for large industrial uses in a rural area
7. Transportation
 - ♦ Increasing demands on road system
 - ♦ Limit road expansions, e.g. Gordon Creek Road
 - ♦ Road improvements to accommodate additional traffic
 - ♦ Repairs to the Historic Highway
 - ♦ Speeding in Springdale
 - ♦ Adjusting traffic patterns at dangerous intersections
 - ♦ Bus service
8. Land use/zoning
 - ♦ Enforcement of zoning regulations
 - ♦ Zoning exceptions
9. Effects of East of Sandy development on the National Scenic Area
10. Impacts of increased tourism
11. Escalating land values
12. Planning for community sustainability and self-sufficiency
 - ♦ Ensuring adequate infrastructure
13. Law enforcement
 - ♦ Increase in inappropriate/illegal uses
 - ♦ Policing of recreation areas

14. County government flexibility
15. Feasibility of monitored shooting range

G. COMMON THEMES

This section identifies the common themes among the issues identified through the various scoping forums.

Maintaining Rural Character and Related Growth Issues

A significant number of scoping comments advocate preserving the area's rural character. Many respondents fear that continued growth and development could transform the area into a more suburban environment (Troutdale, Gresham and Tigard are cited as examples.) These respondents request that the area be "left the way it is." A number of comments specifically cite the need to control or limit growth in the area, or mention a concern about uncontrolled or excessive growth.

A number of comments recommend maintaining existing zoning and minimum lot sizes, reducing the ability to subdivide, and avoiding exceptions and variances to zoning the incrementally increase densities. Conversely, others note the need for flexibility or exceptions to some zoning regulations so that people may build additional homes on their land for retirement, additional family members or other purposes.

Environmental Protection and Stewardship

Protection and effective management of environmental resources is mentioned by a significant number of respondents. Protecting watersheds, streams, rivers, wildlife and wildlife corridors are most frequently mentioned; also mentioned are forests -- protecting old growth and reducing clear-cutting, open space and vistas.

Transportation

A variety of transportation-related issues are cited. Many respondents do not believe that the area's roads have adequate capacity to handle significant increases in traffic. Several are opposed to adding additional lanes or widening roads. A number of comments address the need for new bike lanes or, conversely, for the need for bicyclists to pay a greater share of the costs of bicycle facilities. Others say that the area should be better served by public transit (buses). Some comment on the need for better enforcement of speed limits.

Howard Canyon Quarry Expansion

Most comments on quarry expansion are opposed to expanding the Howard Canyon Quarry, citing detrimental effects from traffic, noise, air pollution and aesthetic impacts. A few state that the quarry benefits the community.

Enforcement

The need to adequately enforce a variety of local and state regulations governing land use, forest operations (clear-cutting), and other civil or criminal laws is frequently cited in comments from every scoping forum.

Maintaining Farming and Forestry Operations

Comments address the need to maintain viable farming and forestry operations and preserve productive farmland for current and future use. Some cite the benefits of sustainable farming and forestry operations and the value of farm and forest land as open space.

Infrastructure Capacity

A number of respondents are concerned about the ability of the area's infrastructure (including water, sewer, law enforcement and other services) to accommodate future growth.

H. ISSUES RECOMMENDED FOR ANALYSIS

In this section, the issues raised in the various scoping forums are compiled and segregated into three classes:

- a. Recommended for analysis in the Plan;
- b. Recommended for referral to other agencies; and
- c. Beyond the scope of this planning process.

NOTE: There is no specific prioritization to the order in which these issues are listed; rather, they have been organized by common types of issues.

a. Issues To Be Addressed In The Plan

The following is a compilation of issues identified through the various scoping forums that are recommended for analysis in the Plan.

1. Maintaining the area's rural character
 - ♦ Preservation of existing resource uses/conversion of forest and farm lands to rural residential uses

- ◆ Ensuring compact development
 - ◆ Maintaining a low population density
 - ◆ Restricting incompatible uses
 - ◆ Maintaining open space
 - ◆ Maintaining a rural area economy
 - ◆ Cumulative impacts of development
2. Protection of resource lands
- ◆ Protection of agricultural and forest lands
 - Minimum lot sizes for farm and forest operations
 - ◆ Conflicts between resource production and resource protection
 - ◆ Providing the potential for small farms
3. Impacts of growth on community character
- ◆ Effects of being proximate to other growth centers, e.g. Troutdale and Gresham
 - ◆ Need for vision for Springdale's future role/scale
 - ◆ Effects of tourism on the area's livability
 - Inundation of summer visitors
 - Limiting the negative effects of tourism
 - More tourism-related development to meet increasing growth in tourism
4. Urban/rural interface conflicts
- ◆ Conflicts between timber production and rural residential uses, particularly in the Walker Prairie and Aims areas
5. Protection of watershed values
- ◆ Cumulative impacts of roads, construction, logging, and agricultural practices
 - ◆ Need for surface water management measures to control runoff
 - ◆ Preservation of salmon habitat
 - ◆ Restoration and improvements to riparian areas
 - ◆ Adequacy/protection of water supply
6. Protection of State Scenic Waterway/Wild & Scenic River values
- ◆ Coordination of planning efforts to protect scenic waterway values
 - ◆ Compatibility in regulations
 - Coordination between County zoning/development regulations and State permitting process
 - Need for regulations to protect scenic waterway values, e.g. setbacks (from the rim), measurable standards for filtering, vegetation cutting, low limbing and re-planting

7. Preservation of natural areas/wildlife habitat
 - ♦ Maintenance of wildlife corridors along the area's waterways (Buck, Trout, Big, Gordon, Howard Canyon, etc.) at an adequate size to accommodate wildlife movement through more developed areas
 - ♦ Protection of old growth, e.g. along Gordon Creek
 - ♦ Identification/protection of bald eagle habitat
 - ♦ Need for inventories of significant flora and fauna
 - ♦ Cumulative modification of natural habitats
8. Protection of scenic values/open space
 - ♦ Visual resource management in the Sandy River Gorge
 - ♦ Vegetative screening of roads
 - ♦ Protection of scenic vistas
 - ♦ Signage
9. Protection of cultural resources
 - ♦ Identification and protection of archaeological and historic resources, e.g. in the Ames area
 - ♦ Conflicts among users of the Historic Columbia River Highway
10. Increasing demands on and costs of services (schools, fire, law enforcement, etc.) and infrastructure (water, sewer systems, etc.)
 - ♦ Sewers to Springdale and Corbett areas to protect groundwater
 - ♦ Maintenance of existing infrastructure
11. Transportation system
 - ♦ Conflicts between recreational and commercial traffic, especially on narrow roads such as Knierim and Howard Canyon
 - ♦ Design of potential future roadways to reduce impacts to the natural environment
 - ♦ Construction/maintenance of roads in geologic hazard areas
 - ♦ Accommodation of increasing bicycle traffic
 - Provision of bicycle safety lanes on all newly constructed, reconstructed or relocated roads
 - ♦ Safety for pedestrians, bicyclists and equestrians
 - Speeding through Springdale and in other residential areas
 - ♦ Need for Tri-Met or other transit services
 - Need for bridge widenings to accommodate buses
 - ♦ Increasing demands on road system/capacity to accommodate additional growth
 - ♦ Need for repairs to the Historic Columbia River Highway
 - ♦ Adjusting traffic patterns at dangerous intersections
 - ♦ Location of Mt. Hood Parkway to avoid development pressures on east county

12. Recreation uses/opportunities
 - ◆ Conflicts between bicyclists and cars/trucks
 - ◆ Access to Dabney State Park and other points on Sandy River
 - Use of gravel pit at base of Gordon Creek Road for parking
 - Problems with parking on road shoulders
 - ◆ Development of hiking trails
 - ◆ Accommodation of equestrian uses
 - ◆ Use of natural resource areas for recreation purposes
 - ◆ Inappropriate recreation uses, e.g. shooting and ORVs
 - Feasibility of monitored shooting range
13. Howard Canyon quarry expansion
 - ◆ Traffic impacts and conflicts between quarry truck traffic and other road users
 - ◆ Effects on area's livability, e.g. noise impacts
 - ◆ Effects on water quality of Big Creek and Howard Canyon Creek
 - ◆ Effects on Howard Canyon wildlife corridor
 - ◆ Role of quarries in providing lower-cost materials for local road maintenance and construction
 - ◆ Setting of a precedent for large industrial uses in a rural area
14. Effects of gravel operations other than the Howard Canyon quarry
15. Zoning
 - ◆ Retaining current zoning
 - Limiting small lots
 - Avoiding incremental rezoning through exceptions
 - Need to re-examine zoning when it was recently adjusted
 - ◆ Flexibility in zoning and permit requirements
 - Flexibility in hardship cases or where land is obviously unsuitable for farm or forest
 - ◆ Loophole in definition of "parcel"
 - ◆ Zones which split properties
 - ◆ Rezoning properties currently zoned CFU/EFU but which are in rural residential use, e.g. Trout Creek Road/Gordon Creek Road area
 - ◆ Education on planning regulations
 - ◆ Home occupations
 - Legalizing roadside stands
 - Growth in cottage industries in the Corbett area
 - ◆ Shooting ranges as conditional uses
16. Code/zoning enforcement
 - ◆ Existing buildings and uses which do not conform with zoning
 - ◆ Use of GIS to document past violations

17. Common land use issues between the West Hills and East of Sandy River Plans
 - ♦ Forcing uses out of one planning area into another, e.g. mining
18. Urban growth boundary (UGB)
 - ♦ Effects of UGB expansions on west side of Sandy River
19. Commercial development
 - ♦ Providing for additional commercial development to serve increasing tourist traffic
 - ♦ Limiting additional commercial development
 - ♦ Designing commercial development to front on highways, with parking in rear (per Transportation Planning Rule)
 - ♦ Commercial property being used for residential development
 - Limit commercial zones to commercial uses
20. Rural residential development
 - ♦ Maintenance of rural housing stock
 - ♦ Limiting the size of new dwellings
21. Effects of land uses on fire prevention/emergency services
 - ♦ Access restrictions resulting from mixed land uses and narrow/private roads
22. Coordination with National Scenic Area (NSA)
 - ♦ Expansion of the planning area to include the NSA
 - ♦ Protection of NSA values
 - Protection of Corbett's scenic values
 - ♦ Effects of development within the planning area on the NSA
 - ♦ Accountability of State for increased tourist traffic due to NSA
 - ♦ De facto pressures on lands adjacent to NSA for uses that are restricted within the NSA
23. Public safety
 - ♦ Adequate Sheriff's patrols
 - ♦ Increase in inappropriate/illegal uses
 - Uncontrolled shooting, refuse dumping
 - ♦ Policing of recreation areas
24. Community involvement
 - ♦ Need for ongoing community input into the plan

b. Issues To Be Referred To Other Agencies

The following are issues over which the County has no regulatory authority. It is recommended that these issues be forwarded to the appropriate federal or state agencies, with a request for formal response.

1. Forest lands
 - ♦ Regulation of timber production and harvest activities
 - ♦ Enforcement of requirements for replanting
2. Access to Bull Run and upper Gordon Creek watersheds
 - ♦ Illegal entry
 - ♦ Bicycle and pedestrian access into Gordon Creek watershed
 - ♦ Development of enforceable environmental regulations for these watersheds
3. Larch Mountain
 - ♦ Illegal shooting
 - ♦ Closure of Larch Mountain Road into old gravel pit (Spring Camp); return to natural state
 - ♦ Closure of Palmer Mill Road and other access roads
 - ♦ Garbage dumping
4. Incentives for small businesses and cottage industries

c. Issues Beyond the Scope of the Plan

The following issues are beyond the scope of this planning effort. It is recommended that these issues be dropped from any further consideration.

1. Escalating land values
2. Property rights
3. Ability of NEMCCA to represent the area's residents
4. Involvement of SWCD and watershed groups in stream monitoring/protection
5. Bicyclists' behavior
6. Potential for an alternative Columbia River Bridge at the west end of the NSA
7. Government distrust
8. Promotion of sustainable farming and forestry practices

JO:rm eastsum

APPENDIX A: COMPILATION OF AGENCY SCOPING QUESTIONNAIRE RESPONSES

Number of responses: 6

Respondents:

- ♦ Multnomah County Sheriff's Office
- ♦ Columbia River Intertribal Fish Council
- ♦ State Historic Preservation Office
- ♦ Mt. Hood National Forest
- ♦ Oregon Department of Transportation
- ♦ Oregon Division of State Lands

1. What are the three most significant issues that should be addressed in planning for the East of Sandy rural area?

- ♦ 1) Police protection; 2) fire/medical; and 3) search and rescue.
- ♦ 1) Preservation of salmon habitat; 2) preservation of cultural resources; and 3) growth that minimizes the depletion of natural resources.
- ♦ 1) Survey and inventory of properties over 50 years of age; and 2) designation of historic resources.
- ♦ 1) Law enforcement, i.e. shooting, illegal refuse dumping, vandalism, burglary; 2) land use planning and zoning; and 3) protection of green spaces.
- ♦ 1) Bull Run Watershed; 2) drinking water supply for Portland; and 3) failure of dams - potential?
- ♦ 1) Activities on state lands.

What other issues should be addressed?

- ♦ Planning long range (7 generations).
- ♦ Archaeological sites and historic archaeological sites.
- ♦ Water quality problems - field runoff - sediment and related agrichemical contaminants.
- ♦ Historic Columbia River Highway is on the National Register of Historic Places and serves both local access and tourist traffic. Conflicts with multiple users (motor vehicles, bikes, pedestrians) on narrow roadway without many alternative routes.

2. What are the regulatory or other opportunities that will help us address these issues?

- ♦ Few.
- ♦ 1) Working with DEQ, local Conservation District; and 2) present policies are failing especially as no. of shrub nurseries have expanded. Tremendous amounts of soil are being lost; 3) Coordinating and improving law enforcement capability.

- ♦ National Historic Preservation Act - Section 106 - process helps identify adverse impacts to cultural resources. ORS 366.550 created Historic Columbia River Highway Advisory Committee to make recommendation on HCRH to ODOT and OPRD.
 - ♦ If a review of the National Wetlands Inventory finds the plan includes wetland areas, under the Oregon Removal-Fill Law (ORS 196.800 - 196.990), removal, filling, or alteration of 50 cubic yards or more of material within the bed or banks of the waters of this state requires a permit from the Division of State Lands. Waters of the state include the Pacific Ocean, rivers, lakes, most ponds and wetlands, and other natural water bodies. Pursuant to ORS 273.225 - 273.241, 274.525 - 274.590, and OAR 141-14-070, 141-14-020, applicants will need to obtain a royalty lease or license from the Division prior to removing any material from Division-owned lands within the plan area. If the proposed plan affects land owned or regulated by the Division, according to ORS 274, applicants must have an easement or license for the use of these lands.
- 3. What are the regulatory and other constraints that will make it difficult to address these issues?**
- ♦ Many.
 - ♦ 1) Entrenched policies of agriculture runoff controls allow excessive sediment and contaminant loading in streams. This affects downstream areas of Gordon Creek and the Sandy River. Present farm conservation plans (SCS) don't appear to be effective -- will be opposed by local farmer organizations.
 - ♦ Cannot widen HCRH without creating adverse impact on cultural resource. Need management and education for users to co-exist (share the road).
- 4. How can we best inform and involve in the planning process those persons and organizations that may have an interest in the East of Sandy River Rural Area Plan?**
- ♦ Reimburse them for their expenses incurred, if you want to hear what "they" have to say. ("They" = the tribes or their designees).
 - ♦ Hold meetings like this one - consider local grange halls.
- 5. Other comments or suggestions?**
- ♦ Your letter is addressed "to Local, State and Federal Agencies." We are a technical group serving Four Sovereign Nations. These nations are not "agencies." You could more accurately call us a "Tribal agency."
 - ♦ Consider grant application to SHPO to carry out survey, inventory and designation.

APPENDIX B: COMPILATION OF STAKEHOLDER SCOPING QUESTIONNAIRES

Number of Responses: 8

Respondents:

- ♦ Bicycle Transportation Alliance
- ♦ Friends of the Columbia Gorge
- ♦ Oregon Trout
- ♦ Troutdale Historical Society
- ♦ Longview Fiber Company
- ♦ Corbett Community Association
- ♦ Guardians of Larch Mountain
- ♦ John Christensen

1. What are the most significant issues that should be addressed in planning for the East of Sandy rural area?

- ♦ Connectivity to City of Portland's bicycle master plan - bike lanes; bike lanes on all newly constructed, re-constructed or relocated roads; and compact development.
- ♦ How to halt conversion of forest and farm land to residential subdivisions/inappropriate urban and suburban development; how to maintain the area's rural character; and how to halt inappropriate land division.
- ♦ Water quality. Maintaining watersheds such as Trout and Gordon Creek in decent shape before they are destroyed like Beaver, Johnson, and Fairview Creeks west of the Sandy River.
- ♦ Good road screening; protect vistas; and consistent signage.
- ♦ Minimize the housing/timberland conflicts; trash dumping problems; and access to rock for roads.
- ♦ Maintaining and enhancing the livability of our rural, farm/forestry, family oriented community, e.g. safe, usable roads for pedestrians, equestrians and bikes; enforcement of existing land use and environmental laws - we see a lack of compliance among some property owners; and maintaining the UGB boundaries - keep current zoning rules - maintain farm/forest character of our community.
- ♦ Preservation (plus expansion) of open space. Associated with it: better zoning code enforcement; protection of streams, restoration and improvements of riparian areas, enforcement of codes; and protection and discouragement of suburbanization east of Sandy River through disallowing any form of subdivision of lots, maintaining current zoning, and abstaining from building new roads.
- ♦ Preservation of the existing rural character of the area, i.e., maintaining a low population density, restricting uses incompatible with a rural area (housing developments, commercial and industrial uses, intrusive and polluting recreational uses such as off-road vehicles, shooting ranges, etc.); promoting sustainable agriculture and forestry practices on private land (e.g., promoting selective thinning of tree stands as

opposed to clearcutting, using existing agricultural sites as opposed to clearing forests for agriculture); and preserving and enhancing natural areas, including plant and wildlife habitats. It is important that future generations of both local residents and citizens of the Portland Metro Area have ready and close access to contact with nature, which is related to the health and well-being of the community. Recent health studies are establishing a link between contact with nature and benefits to the immune system.

- ◆ Roads should not be widened to accommodate more cars.
- ◆ Cumulative effects of development on the area and how to address these effects.
- ◆ Always a scenic highway. Minimal signage.
- ◆ Recognition and protection of Howard Canyon as wildlife corridor for elk migration.
- ◆ Other issues include maintenance of the existing infrastructure of roads, utilities, and public services such as Sheriff's patrols.

2. What are the opportunities that will help us address these issues?

- ◆ Coordinate with Mia Birk at Bike Program (823-9082) for Master Plan. Refer to the Oregon Bicycle and Pedestrian Plan. Call Michael Ronkin for copy (503/986-3555).
- ◆ Support for keeping Oregon livable. Support for forests and farms. "Now or never" - if we don't do it right it will be too late in the future.
- ◆ Land swaps, especially timberlands for ecologically valuable riparian areas.
- ◆ If houses are built in the timber zones, keep the building site away from the property lines. Allow Raymond Smith to open the only private commercial rock pit in the area. Keep dumping fees reasonable. Aggressively fine people caught dumping trash.
- ◆ Develop a pamphlet, to be mailed to all residents, that will state land use and environmental rules and responsibilities - too often land owners don't know or claim they don't know the law and neighbors feud over their interpretations of rules - we need a basic, plainly stated reference to address this problem.
- ◆ The Sandy River as natural UGB border. Current 80-acre zoning. Historic forest/farm usage of the area (including highly productive small-scale farming/forestry). Existing housing and income patterns in the area do not depend on fundamental changes to sustain themselves in the future: the only pressure for change currently comes from out-of-area real estate interests.
- ◆ The opportunities that will help us address these issues are the provisions of the current comprehensive land use plan. Specifically, we should maintain the existing minimum of 80 acres for lot size on new home construction. We should tighten the definition of "secondary uses" of land that has been used to allow exceptions in approving smaller lot sizes. These exceptions pave the way for eventual expansion of the urban growth boundary. The current eastern extent of the Portland Metro Area urban growth boundary should be maintained at the Sandy River. We have an opportunity to think very long range in our planning, e.g., the next 50 to 100 years.

3. What are the constraints that will make it difficult to address these issues?

- ♦ Developers and old-world engineers will want cookie-cutter solutions for roads.
- ♦ Severe development pressure for the area. Land speculation/speculators. Political climate.
- ♦ Private ownership of riparian areas. Lack of incentives for landowners to forgo short term gain for long term public benefits.
- ♦ People want to move to the country in increasing numbers. Time and money to run program. People don't want commercial operations next to their houses, even if it was there before they were.
- ♦ Intense real estate pressures by developers and individuals who feel the government is denying them their "property rights", which often times is interpreted as the right to destroy or damage their land with no concern for the impact on their neighbors.
- ♦ Greedy land owners and real estate interests who already have established a clear pattern of: CLEAR CUT, SELL, DIVIDE and BUILD, then split and leave the damage to the community left behind ("Troutdalization"). Lack of zoning enforcement: an inventory/survey by the county is needed to address the widespread code violations of not removing temporary (trailer) housing, after new buildings are finished. This practice erodes density controls.
- ♦ Constraints in addressing these issues include the pressure from the Homebuilder's Association, developers, realtors and others who stand to gain financially from suburbanization of this area. Other constraints are those landowners who want to reap a profit from subdividing their land without regard to the negative impact on the community of greater population density.

4. How can we best inform and involve in the planning process those persons and organizations that may have an interest in the East of Sandy River Rural Area Plan?

- ♦ Mailing to owners in the area - the planning process will affect their quality of life. What do they want for the future - urban sprawl or another way?
- ♦ Put an article in the local papers (Oregonian - Metro East, Sandy Post, etc.).
- ♦ Develop the pamphlet as explained in question 2 and listen to residents and groups whose interests are in preservation, not destruction, of our rural way of life.
- ♦ Prioritize involvement of stakeholders, and other from within the rural area to be planned for, i.e. emphasize the weight of opinion from within, rather from outside the area. Simplify the language and process for the widest possible participation.
- ♦ Those persons and organizations with an interest in this area can be kept informed with newsletters updating us about the planning process and alerting us to key meetings. Representatives of local organizations such as NEMCCA, the Friends of Larch Mountain, and other local groups interested in land use should be involved in the ongoing discussions that will shape this plan.

5. Other comments or suggestions?

- ◆ What happens in this area will affect the Columbia Gorge NSA, and those effects should be considered.
- ◆ Maintain the distinct rural character for the East of Sandy Rural Area!
- ◆ I suggest you make available to local residents the tools we need to give informed input into the planning process, including state legislation (and proposed changes in legislation) affecting local land use plans, maps, plans submitted by other interest groups, etc. If there is any computer software available for us to use, that would help us. Also, for those of us with Internet connection, having e-mail addresses and forums for ongoing electronic communication would be helpful.

APPENDIX C: COMPILATION OF NEWSLETTER QUESTIONNAIRE RESPONSES

Number of Responses: 40

1. What are the most significant issues that should be addressed in planning for the East of Sandy rural area?

- ♦ The significant issue is leave the area as is.
- ♦ Maintain present land use and zoning laws. Rural center area of Springdale and possible commercial development (because of the tourist traffic on Scenic Highway visiting the Columbia River Gorge NSA) is an issue. Store fronts should abut the Highway with parking lots in rear.
- ♦ I think we need to look at the county having its eye on this area for future expansion of housing developments and business. Our family opposes such measures.
- ♦ The most significant issue is who owns the property, the people or the government? We are regulated to death. Nothing can be done or built or revised without County permission, many times taking a year's time, creating unnecessary hardship on the owners.
- ♦ I want: no development; no zoning changes to smaller lots; Bull Run area off limits to the public.
- ♦ The guardianship of the land for all should be considered. Good farmland should remain so. Areas adjacent to the scenic Gorge area should remain inviolate to development or zone changes in that direction.
- ♦ Maintaining a rural based economy, zoning and environment. More education for Corbett residents about rules, regulations and laws pertaining to the area. Preservation of existing services such as roads and expansion of protection for water.
- ♦ Save use of the roads for all users; pedestrians, bicyclists, equestrians. Enforcement of existing county, state and federal laws. Pressure including real estate, tourism and Portland area residents who come out to area.
- ♦ I am very concerned about the expansion of Howard Canyon Road Quarry. If allowed to expand, it will adversely affect my property value and life style. I have a horse boarding facility and the traffic created by the trucks are a real hazard. There are no horse trails or shoulder on the roads and to get to horse trails we must use the roads. The trucks are a major danger.
- ♦ To protect and preserve for private forest land owners their ability to fully manage their timber lands for timber resource production.
- ♦ No pit! Stop the gravel pit. The big trucks are using up the narrow roads. The trucks are using Knieriem and Howard roads.
- ♦ Save - do not touch - old growth. Well managed hiking trails. Retain all green space.
- ♦ Do not allow the gravel pit in Howard Canyon to increase in size.
- ♦ To protect the beauty of the area. Some people buy land out there that is surrounded by lush green forests only to have a "neighbor" (individual or company) clear cut.

- ♦ Expansion of the existing quarry in Howard Canyon and the impact it will have on the area. The truck traffic and the effect on safety, adequacy of roads to carry loads, noise factors, and the effects on livability of the area.
- ♦ Expansion of the Howard Canyon Gravel pit and the danger to the public due to the thousand more gravel trucks racing around on the narrow, winding, and often steep roads in the Corbett area, that obviously were never designed to carry that kind of weight, including bridges and culverts.
- ♦ Absolutely no more building! To preserve the integrity of the Sandy River area, the building/setting up of "modular homes" etc. has got to cease. I would hate to see Springdale become another Troutdale.
- ♦ Keeping the Columbia River Gorge in its present state. Development east of the Sandy River would add too much pressure and traffic in the Gorge, and destroy one of the most beautiful areas in the Northwest. Also there is no infrastructure to handle development.
- ♦ How best to maintain a rural, as opposed to a recreational, flavor. These are our homes and most people here do not wish a lot of development, including "bike paths."
- ♦ Expansions of Howard Canyon gravel pit and impact on road safety. Subdivision of property (into tract housing.) Protection of scenic quality of Corbett (no commercial development or housing projects.)
- ♦ I feel that the expansion of the quarry in Howard's Canyon needs a thorough addressing and in-depth study.
- ♦ Keeping this area rural. Currently homes are being built on small parcels. Retaining wildlife areas such as the river reserves (scenic waterway) and finding new areas to reserve.
- ♦ Maintaining the rural integrity of the area. Not allowing exceptions to zoning laws (cutting up parcels). Do not allow investors in or out of the area to carve up land for development purposes (I know this sounds redundant but please get the point).
- ♦ The Howard Road gravel operation that puts local residents at risk due to heavy traffic on a narrow country road. Is there really a permit on file to allow this large of an operation to go unchecked year after year? The county says no but the many daily trips continue.
- ♦ Inconsistent property rights - one of the issues that so divide the community - one trip, one location, one charge, in the permit process. Honorable, polite, considerate inspection.
- ♦ Adherence to state and federal laws which govern land use planning and educating the unknowledgeable east county residents what those laws are for, how to work within their constraints. Perhaps a mailer summarizing the provisions of the state land-use laws and explaining the role of the counties within those laws could be mailed to this population. Without understanding, the residents will only hunker down and resist every attempt to bring the county plan up to date.
- ♦ Stop expansion of Howard Canyon gravel pit, expansion will create too much traffic and is a very big safety concern. Keep the zoning laws - do not allow more small lots. Enforce the laws we now have - when there's no enforcement, there's no laws. No expansion of Springdale and Corbett business areas - we have the whole metro area

to shop. We must leave places available for wildlife and streams - one area is being logged heavily with no thought to the animals, birds and fish who can't move.

- ◆ Keeping agriculture alive, not turning our farm lands into housing projects or building sites. Using already divided parcels for residents not allowing the dividing of larger parcels.
- ◆ The rights of the people who live in the East of Sandy area versus the desires of the much greater population of the Portland area. The role of NEMCCA in the process.
- ◆ Preservation of wild and scenic area in entire region east of Sandy River! What a shame it would be to see more homes built on Chamberlain Hill, and homes crowding the shores of the Jewel of Multnomah County...the Sandy River Gorge. Do you really want East Multnomah County to look like North Clackamas County?
- ◆ Support of current and creation of other factors which make ownership of small acreage viable and provide the opportunity for that ownership to be profitable. Property in rural areas where the owner both lives and works is likely to be better cared for.
- ◆ Keeping the UGB west of the Sandy and away from Ames area. Quarry operation - monitoring level of use, environmental degradation. Resisting efforts to re-zone into much smaller acreages. Protecting streams and wetlands. Enforcing replanting of clearcuts. County enforcement of zoning ordinances, clarification of what's allowed. Tri-Met - some kind of operations out here.
- ◆ Maintaining rural character and commercial forest woodlots. Protection of streams and riparian areas and wildlife corridors such as Gordon Creek which is the only really undeveloped corridor leading from Bull Run and Larch Mountain to Sandy River at Oxbow Park. Protection of BLM old growth along Gordon Creek. Either provide bicycle lanes or prohibit bicycles on these narrow, curvy roads.
- ◆ Be more realistic about what is zoned Exclusive Farm and Commercial Forest. Allow for some flexibility.
- ◆ The bicyclists who come to our community anonymously and ride down the middle of the roads 2 and 3 abreast holding traffic to 20 mph -- therefore impinging upon the rights of the local people -- with no recourse to those people.
- ◆ Preservation of the existing rural character. Restrict further subdivision of current lots to prevent housing developments and the subsequent increase in population density that leads to suburbanization. Restrict commercial and industrial uses that are not compatible with the rural character of the area because they are intrusive (e.g. noisy, polluting), a threat to the natural and scenic resources that should be preserved for future generations, or a burden on the existing infrastructure. The proposed expansion of Howard Canyon quarry operation is a case in point. Preservation and enhancement of streams, forests, wildlife habitats, watersheds and undeveloped open spaces. These resources are what currently distinguish the east of Sandy River area from the surrounding urban area, and contribute to its rural character. Presently, many Portland metropolitan residents retreat to the nature of this area and consider it a vital component to the "livability" of the metro area. In twenty years, appreciation will be of a much greater magnitude, as open space becomes a premium inside the urban growth boundary. Promote sustainable agriculture and forestry practices on private

land already designated for such uses. Sustainable must be emphasized, with a goal towards providing the local community and metro area with selective food and agricultural products. Keep small working farms a land use option. The desire for fresh food products that do not have to be transported great distances is likely to increase in the future when there are a greater number of people, and transportation time and costs increase due to population density and dwindling fossil fuel resources.

- ◆ Limit growth of population and the parcelization of existing land. Streets are not developed enough to handle traffic. Stop logging!
- ◆ The Forest Service intends to initiate an area plan for the Larch Mountain area later this summer or early fall. The planning area would likely be the Bridal Veil and Multnomah Creeks watersheds. The primary issue driving the Forest Service to plan for this area is inappropriate recreation use, e.g. shooting and OHV use.
- ◆ Stop the development of the Howard Canyon Open Pit Gravel Mine. Eliminate clearcutting practices. Maintain current land zoning laws and tighten the laws concerning the use of manufactured homes. Develop specific greenspace rules that are clear and enforceable. Enforce current land use laws especially concerning riparian habitats. Develop comprehensive noise pollution standards that are enforceable.
- ◆ Getting government out of the area and out of our lives.

2. What are the opportunities that will help us address these issues?

- ◆ There are no opportunities - leave the area alone.
- ◆ No major commercialization east of the Sandy along the Scenic Highway has occurred. We could affect the look along the Scenic Highway, especially in Springdale. The state has a plan, let's discuss it.
- ◆ We have to have meetings and air all views.
- ◆ The opportunity always exists for County regulators to bow out and let the people run their own affairs.
- ◆ Meetings.
- ◆ Speak English! Public meetings are the "opportunities" to address these issues.
- ◆ Educational gatherings offered at schools, grange, and other public areas. Informational mailing to all residents addressing rules, regulations, zoning and other pertinent laws related to the area. Education supporting sustainable rural based economics.
- ◆ This planning process. Improved coordination between county and state.
- ◆ Keep the Quarry zoned and restricted the way it is. Already we have more than enough truck traffic from the quarry.
- ◆ Recognition that true, sustainable wealth that supports our economy comes from products grown from soil and water with the sun's energy.
- ◆ Close the pit because most pits become garbage dumps when they are finished.
- ◆ Develop a traffic study of the area to determine what the roads can handle.

- ◆ There must be tax laws or something that makes it monetarily advisable for these people to denude their land even if it's a few acres. How about giving a tax break to people who leave it natural.
- ◆ Many residents already appeared at County hearings to voice concerns and objections over these matters. Further unbiased studies on noise and traffic should be conducted.
- ◆ Corbett area is one of the most scenic and visited areas in Oregon. Visitors would be sharing the Scenic Highway and other area roads with thousands of loud, dusty, and possibly dangerous dump trucks. The natural and scenic preservation of this area should be an example of care and concern.
- ◆ Stop the growth/sprawl of the subdivisions that are eating up each strawberry field up to the Sandy Gorge! Notice that waterfalls in the area are mudslides due to poor handling of runoff. Landslides along Stark and Historic Highway increase, etc.
- ◆ The biggest opportunities in this area are recreation. From fishing in the Sandy River to hiking in the Gorge. It's close to Portland for anyone to enjoy. But development would destroy most recreation opportunities.
- ◆ Public forums.
- ◆ Community involvement in planning for future population expansion that threatens east of the Sandy (keep our area rural) - please involve residents, Sierra Club, environmentalists in preserving this valuable area, over commercial interests.
- ◆ I feel that a study of the increased traffic and road wear and tear has to be addressed in relationship to the expansion of Howard Canyon.
- ◆ Now for wildlife reserves, plus trails for hikers and horse riders, before such areas are gone (i.e. homes on.) Programs to help people save/create wildlife habitat.
- ◆ The present codes are largely adequate. Since you are reconsidering the plan, perhaps making it more difficult to divide land for investment profit. If a person petitions to divide his or her parcel for legitimate family use, they rather than some investor/developer should be considered. However, there should be a good reason (hardship, work proximity, business) to approve even this.
- ◆ Monitor traffic (including Sundays) to assess use. Require records from operator documenting amount of rock going out. Request IRS records to verify that amount being sold is accurate.
- ◆ Hopefully, open minds.... Address eroding property rights for all and not just a knee-jerk reaction to the NIMBY group - don't contribute to hate by cramming the ideas of a few down the throats of the many.
- ◆ See above. An understanding of why the farm owners cannot divide their lands into little pieces for their children is important. An understanding of why the agricultural and forest lands must be retained regardless of whether they are currently being farmed or harvested must be conveyed. Perhaps a short slide show of examples of unregulated development would be useful in obtaining this understanding. An explanation of how big outside money can undo their good intentions.
- ◆ Keep zoning laws - enforce all environmental and land use laws. Educate property owners to their responsibilities of ownership. Develop a pamphlet to state rules and regulations with phone numbers and agencies to contact for questions and complaints.

Require an extensive traffic management study to determine the impact of the gravel pit traffic. Develop horse trails for safe riding.

- ◆ Having a planning commission that will listen to the people.
- ◆ It seems to me that every government body has the opportunity to address these issues every time it sits down to deliberate an issue. Many times, it seems that the decisions are made by officials, both elected and non-elected, who are more concerned about the effect of their vote on their political future than on the people they are supposed to represent. It would take a very strong person to stand up for the rights of the minority who live east of the Sandy at the expense of irritating the majority who live in the greater Portland area. Unfortunately, this kind of integrity is rare.
- ◆ Confine urban development to west side of Sandy River. Concentrate development close to Gresham and Troutdale where urban services are less costly to provide and currently exist with capacity to expand!
- ◆ Seriously evaluate the practicability of making even 40 acre units viable for making any kind of living or significant income on either farming or timber. Recognize the need and option for rural residential.
- ◆ People sitting in downtown offices making decisions (like CFU 80 recently) that affect the lives of the people out here negatively and without compensation. (I had a 40 acre piece zoned MUF19 that just went to CFU 80 so lost a building site.) It appears that these things are done so that city folks can enjoy their Sunday (drives and rides) outings at the local people's expense and inconvenience. That is how it feels anyway. We have been taking good care of the area for a long time.
- ◆ The opportunities that will help us address these issues exist for the most part in current land use planning provisions. The firm establishment of the Sandy River as the eastern urban growth boundary, the existing minimum of 80 acres lot size for new home construction on CFU zoned land, a reduction in conditional use/variances granted, an increase in enforcement of existing zoning code provisions, and a comprehensive long range rural plan that is well executed are necessary.
- ◆ Support Gorge Commission decision on limited use and abuse of scenic area.
- ◆ The Forest Service would like to communicate/cooperate with Multnomah County as much as is appropriate with these planning efforts. The FS will develop rather specific strategies for recreation management and resource protection and enhancement for National Forest lands. County and FS cooperation could lead to more comprehensive strategies for management of the area.
- ◆ Develop a pamphlet with a clear presentation of current enforceable laws concerning land use and property use in this area with full distribution. Such a document should be sent to each new arrival to the area. Do a complete inventory of streams and wildlife in this area so that we have a base to know what exists to preserve. Prioritize an enforcement budget for staff and the means to enforce existing laws. The county needs to form liaisons with pro-active community organizations that know the existing laws and are interested in preserving a high quality of life.
- ◆ Republicans in office.

3. What are the constraints that will make it difficult to address these issues?

- ♦ Septic tank use will constrain business development unless their use is done wisely. Municipal sewage treatment should not be a part of a rural area. Perhaps in some cases a joint gray water disposal system could be worked out.
- ♦ No constraints unless people can't get to the meetings.
- ♦ Politics.
- ♦ People who don't want their ox gored, i.e. clear cutters, rubber tire burners, weekend shooters from out of the area who shoot up private property.
- ♦ It will be difficult to address these issues if we are all tied and gagged and unable to attend the meetings to discuss the issues.
- ♦ Real estate values skyrocketing. Lack of knowledge of "alternative" agricultural practices and markets that are expanding and could enhance the rural economy. Greed, ignorance, divisiveness of issues. Lack of enforcement of existing zoning and other regulations.
- ♦ Jurisdictional turf. Magnitude of "outsiders" political force in relationship to Corbett area and its fragile environment.
- ♦ Probably people who want to make a large profit without regard of their neighbors.
- ♦ Overcoming the simplistic view that the forest should be carved up and allocated to single purpose usage rather than treating the forest with a balanced approach, where opportunities for wildlife, water, recreation, and timber production can coexist.
- ♦ Money speaks in America.
- ♦ It feels like the plan is to expand the quarry no matter what citizen input there has been. The constraints are undoubtedly money and having to seek rock from other sources. However, local residents I believe should be considered.
- ♦ State planning goals protect gravel mining as much as significant scenic areas. That is totally absurd in this area. This gravel pit is within a couple thousand feet of the National Scenic Area and the dump trucks used to take the gravel out of there would run right through the middle of the scenic areas. Are the planners and politicians addressing this situation out of their mind?
- ♦ What can we do to constrain greed? Ignorance?
- ♦ There is no infrastructure east of the Sandy River. There is only one main road, the Scenic Highway which is icy most of the winter and closed quite often. The terrain is up and down and couldn't handle development. The schools are too small for development also. There's no employment opportunities either.
- ♦ In recent attempts by numerous residents to address our concerns re: Howard Canyon, it was clear that the planning commission sided with the Smith family. We have fought this for 15 years. It seems that concerns about county grange was more important than resident concerns. I am very concerned about new regulations that supersede LCDC laws.
- ♦ Real estate brokers. Money.
- ♦ Big money interests (small fry lobbyists) make it difficult to maintain the area. There is great pressure to spoil the beauty and country atmosphere.

- ♦ Cooperation of operator. Residents (most who aren't related) have fought mega-development of this site for at least 25 years. Now county planning is waffling. Removal and hauling go unmonitored. Residents pay with dangerous traffic and no tax help from "under the table" operation.
- ♦ No community representation - we must have one voice that truly speaks for the majority of the folks, one person whom the majority trusts.
- ♦ Suspicion of government and regulations; a resistance to recognition that change will occur whether planned or unplanned; a suspicion of all planning activities and planner; a "we-they" underlying attitude. A background experience of the residents that government regulations are against their interests, unfriendly and costly. Do you have any showcase examples of good results?
- ♦ Greedy property owners who feel they can do anything on their land without regard to the impact on their neighbors or the future.
- ♦ Developers and real estate agents using their money, power and influence to pull strings to develop our farm lands into housing projects or divide land that can't be divided by the average resident or farmers.
- ♦ There are more voters in the metro area than in the east of Sandy area. When the whole county votes on an issue, the will of the Portland area prevails, even though the vote in the east of Sandy area may be heavily against the way Portland votes. On land use issues in the county, the area in question should be allowed to vote independently of the rest of the county, and the change should have to be approved by both sets of voters before it can take place. This would help keep areas of large population from steamrolling areas of less population. This kind of double vote is now used in the annexation processes, to ensure that the proposed area of annexation wants to be annexed. It seems to me that this is a similar kind of situation. After all, we think of the east of Sandy area as home; in the metro area, it's thought of as a playground, or an empty space that they can use to expand rather than solve the problems (primarily crime) that are driving people to move out here. NEMCCA's charter states that everyone east of the Sandy River belongs to the association. According to the Attorney General's office, they can write their charter this way and there is no way that any of us who disagree with their goals can not belong to the organization. Therefore, NEMCCA can represent itself to the county and state as speaking for all the people east of the Sandy, or roughly 2,000 people. Unfortunately, the county and state agencies and officials believe this and take NEMCCA's word for it. What the county and state apparently don't realize is that, in order for any of us to vote on an issue at a NEMCCA meeting, we have to pay a membership fee to become a "voting member." The number of "voting members" is actually the number of people that NEMCCA represents, and it is a very small fraction of the 2,000 that it says it represents! In addition to smacking very much of a poll tax, this practice is repugnant to most of us out here because we don't agree with the goals of NEMCCA and don't want to pay money to finance its goals. Consequently, many of the decisions that the county and state think that we made through our "community organization" were actually made by the few "voting members" or, more often, by the even fewer members of NEMCCA's executive board.

- ♦ European countries and especially Japan have addressed this issue. They have preserved their rural zones by concentrating development within strict confines. Look beyond 2040! Where will the agricultural lands be after suburbia has gobbled the rest of Multnomah County?
 - ♦ Perception (which in some cases is accurate) that this area is always serving the agendas of people who do not live here and don't know much about it. Reinforced, by the way, by the information in this bulletin which misspells three local street names and incorrectly describes the locations of some of those streets. Be clear with locals about 1) the mandate requiring this plan; and 2) what the outcomes will be. I would like to see exploration in the areas of opportunities in small-scale farming. Also low-interest loan programs for upgrade of septic systems and existing housing stock.
 - ♦ Polarization of opinions, i.e. old-timers who hate LCDC and think they should be able to do whatever they like with their land versus environmentalist who want to preserve the status quo. Also, unless the legislature changes rules, the county has limited flexibility.
 - ♦ Schools - roads (both of which I believe are adequate for some substantial growth.) Water - waste disposal, etc. equals opposition from "newcomers" who when they have their 5 acres.
 - ♦ Different factions and anger.
 - ♦ Constraints that will make it difficult to address these issues come primarily from developers and real estate interests with deep pockets, that historically find attractive profit margins in subdividing and developing rural areas, with little regard for the character of the existing community. Many illegal uses of private lands occur in the area today, and the difficulty of increased enforcement of existing zoning laws in the current political climate is also a constraint.
 - ♦ Scenic Highway dangerous especially on weekends. Tour busses and bicyclists on a narrow road. We enjoy the beauty of the area and don't want it destroyed.
 - ♦ We think one of our bigger challenges will be reaching the people who recreate in this area.
 - ♦ Lack of political will at the county and state level to even provide a proper budget and staff to enforce existing laws (or new ones to emerge from this process.) A cumbersome, tedious, and relentlessly slow process at best in enforcing existing laws. (This should go under No.2 as an opportunity for change.) The West Side recommendations were drawn up before the East Side process was begun even though certain land use decisions (such as gravel pits) may a priori dictate what course of action will have to be taken on the East Side.
 - ♦ Mr. and Mrs. President and Democrats.
- 4. Other comments?**
- ♦ There are no specific ideas of what you want to do on this pamphlet - just that you're up to something.

- ◆ The highway shoulders along the Scenic Highway need to be a consistent width. The county roads are better than the state highway (Historic Columbia River Highway). What a shame when so many visitors drive (pedal) through!
- ◆ We are concerned about a number of issues -- Bull Run, housing expansion, and primarily, re-zoning to accommodate developers and other business types.
- ◆ We do not need county officials to direct our lives and future. We can make our own decisions.
- ◆ Public input is of paramount importance in deciding issues like rezoning to accommodate developers. We are glad to see public meetings scheduled and will be present at them to voice our opinions.
- ◆ Corbett is an absolute gem that is capable of sustaining more than a suburban drive away consumer economy and has no place with nor desire to become usurped by unnecessary urban sprawl and waste. Metro - you may tax us but you can't have us. How about paying us back by better policing the Sandy River and Oxbow Park east side. We are already an abused playground for urban escapees.
- ◆ How far out does one have to move to get peace and tranquility and still be close to a metropolitan area?
- ◆ Let's build bike ways out here. Let's close the Crown Point Highway in the summer. Let's let only busses and bikes use it.
- ◆ Install slow signs between Knieriem Street and north on Littlepage road. The traffic is getting too fast.
- ◆ It seems to me that most of Outer Gresham/Troutdale resembles Southern California. We don't need more strip malls, apartments and places to mill around consuming resources. Let's preserve some of Oregon's heritage. The reasons we call it home!
- ◆ Leave it as it is today.
- ◆ Equally important to #1 above is the preservation of the sheriff's presence, both police patrols and the schools' public resource deputy.
- ◆ There is a lack of trust in the process. Please listen to community concerns as opposed to a public relations campaign. We have lived here 16 years and can make a contribution to the planning process. Please call us and involve us as much as possible.
- ◆ A rural area such as Corbett needs to be maintained near dense housing like Portland and Gresham both for us and for them. Both can enjoy the scenery, trails and wildlife areas. Priority order: 1) Retaining rural/farm forest areas; 2) wildlife/wetlands areas reserved, protecting watersheds/streams; 3) hike/horse trails; and 4) bike trails.
- ◆ We moved out here after 15 years of city life to get out of the city. Please do not let the city or suburbs move into Springdale or Corbett.
- ◆ Governmental distrust - after spending year on the land use process the various layers of government did what they damn well pleased.
- ◆ Although I do not live in the planning area, my daughter does and I will be involved in planning for that reason and also because I have strong interest in this and the adjoining Columbia Gorge. I am a planner with a master's degree in land use planning, retired.

- ◆ The Corbett area is the last rural forest land left in Multnomah County - please save something for my grandchildren - we don't need to develop everything now.
- ◆ There are a lot of us who have farmed our land for many years in hopes of building a new home on it. The law now says the resident must earn \$80,000 dollars a year for two years. This is very unfair and is virtually impossible. I grow raspberries, a very profitable crop, and still couldn't meet this criteria.
- ◆ A final constraint that will make it difficult to address these issues is that many of us no longer trust our elected and non-elected officials -- and with good reason: consider the following: Our representative comes to Corbett and says she is working in our interests to lessen the influence of the metro area over us, and then goes to a meeting in Portland and says that the crime problems in Portland won't be solved until we have city-county consolidation. Speaking of consolidation, how many times did we reject it at the polls? Nevertheless, we now have it in nearly everything except name. At the state level, we passed Measure 5 several years ago, which was supposed to force the legislature, and all the governing bodies below it, to cut out waste and use their money more efficiently. Instead, the legislature is still trying to find other means of raising as much money as ever, and the county, for its part, has simply raised our land evaluations so that our taxes will go up in spite of Measure 5. How many people would actually be able to sell their land for the assessed value that they have been paying taxes on? Every tax assessment should be an offer by the county to buy that piece of land for the assessed value. This has been tried in other states, and the assessed values fell into place very rapidly! Also at the state level, we passed Measure 8. I'm not going to argue the merits or demerits of Measure 8 here, because that is over with; the measure is passed. Yet many school districts have side-stepped 8 by granting raises to compensate and the public workers are going to strike because they don't like the will of the majority of the voters. Back on the county level, the county does studies and issues zoning rules and regulations. Then it turns around and grants variances to nearly everyone who asks. I realize that we could go to the hearings and speak against the variances, but who wants to do that when he knows that the variances will probably be granted, and then he'll have to be neighbors with the person he spoke against? This kind of policy pits neighbor against neighbor and makes for a lessened feeling of community in the area. We need to know what the rules are and that the officials that are in charge of making the rules are going to abide by them. As it is, we cannot trust their rules because they change and bend them so often, so we really don't know what set of rules we're living under. We are afraid to invest in our homes and farms when we know that these variances are being granted nearly every time they're requested, and that, even if we live in an area that is zoned for a particular sized lot, we may soon be surrounded by smaller lots, granted by variance, and our taxes will go up until we can't afford our place that is built according to the zoning. Zoning and building regulations are supposed to afford some protection for both the landowners and the county, yet the county seems to see them as a set of rules that it can use when it is convenient and that it can ignore the rest of the time.
- ◆ It would be foolish to think about expanding residential zoning to the east side of the Sandy River. Can you imagine paying for sewers, a sewer plant and policing this area?

- ◆ I'm still a little vague about what the county can actually do in the area of land use changes since land use regulations are dictated by the state.
- ◆ I feel the current regulations under Farm and Forest are far too restrictive -- literally taking away our rights to utilize our property to its best advantage.
- ◆ I reside in the town of Corbett in Multnomah County, east of the Sandy River. I believe the population growth of the next 20 years and the demands this growth will put on land use and the transportation infrastructure is the issue of greatest magnitude facing residents east of the Sandy River, as well as residents throughout Oregon and other western states. I am glad to have an opportunity to participate in the current planning process for the East of Sandy River Plan and I appreciate the forward thinking that propels this planning. Please keep me informed of future public involvement opportunities.
- ◆ Ever heard of a "free" country?

APPENDIX D: COMPILATION OF OPEN HOUSE QUESTIONNAIRE RESPONSES

Number of Responses: 29

1. What are the three most important issues to address in planning for the East of Sandy River rural area?

- ◆ a) Limit growth: maintain existing character; some roads (Gordon Creek Road) should not be expanded to accommodate growth. b) Preserve existing forestry/agricultural usage: if building is permitted the land will not go back to its historical use. c) Monitor the replanting after clearcutting. There are many on Trout Creek Road and other places not following the three year plan for reforestation, on Forest deferral.
- ◆ a) Watershed: this issue affects us all now and will even more so in the future - a clean and well-managed watershed is the most important issue in the long run. b) Keeping this area a community with all its variations and not as a bedroom annex to Gresham: because most people here would like to keep the integrity of the area as it is and not accept re-zoning for more housing and smaller lots and more business, waste, etc. c) Environmental concerns - keep it nice for us all: clean air, water, etc. must be top priority - I'd like to see more work done on promoting this area as a wildlife sanctuary etc. rather.
- ◆ a) Roads are not consistent with more people living in area. Roads will not carry more people into Gresham and Portland: Historic Highway from Corbett to Troutdale is always in ill repair, is a dangerous highway at night. Our bridges are narrow. b) Water: Corbett Water district had to ask its largest users to curtail usage in summer. c) Taxes: many people are being taxed out of their homes.
- ◆ a) Quarry: road access, roads are narrow, local haulers know how to drive on these roads, if expanded out of area drivers take center of road at excessive speed. b) Bike path: I sat on community committee, talked with county personnel on how they would widen road. Not realistic at all, the roads don't work like in town, no curbs, no storm drains. c) Small lots already establish (not meaning improved but already on tax rolls but vacant, for years: need to look at, count, lay on map, see if they are or are not a problem, allowing new tax lots beyond that is a totally different issue.
- ◆ a) Maintaining the rural residential character that currently exists in the area, with open space and forested land considered of equal value to developed residential plots. The open space and forests provide the rural of rural residential: the world does not need another suburb, that basically benefits a few developers who generally live outside the area and don't have the community interests at heart. b) Protection of natural resources, in particular the forests that comprise the watershed for the area: clean, available water is a precious resource, and must not be viewed as renewable, unless carefully protected. Closure of watershed areas to logging and public recreation is necessary to ensure water for the future. c) Prevent the expansion of the Howard Canyon rock quarry. This issue related to issue a. A large industrial quarry is not a rural residential use of the land, and sets a precedent for other industrial uses to enter

the community: the impact of such industrial uses/developments is obvious - our roads are not designed for the traffic of heavy trucks, the residents would be subjected to noises not in character with the rural area designation, the wildlife would be disturbed more than by residential development, as the Canyon is a direct path for elk, bear and birds that live on Larch Mountain and forage the surrounding area for food.

- ◆ a) Preserving our farmland from being developed like Marine Drive, Gresham and Troutdale: there is getting to be very little prime farmland left. Corbett still contains some of this prime farmland. No farms, no food. b) Unreasonable amount of income needed to be able to build farmhouse on E.F.U. land: it takes a dream of the family farm house. Corbett is basically a farming community and should remain this way as it has for years. c) Keep our land divided as it is now, don't let our land be divided into smaller partials: we need to retain a rural life style, we do not need our rural area turned into a city.
- ◆ a) Zoning that maintains this rural area: people live here because it is rural, we do not want to be swallowed up by Metro! b) This area should be planned as a community. Our plans should foster the growth of an infrastructure to meet our needs so that we can provide ourselves with needed products like hardware/feed, etc.: people in an area like this that is so close to a city tend to be more of a bedroom "community" and not a real community. Reliance on one another within the community could ease the burden of the county in a substantial way. c) Tourism: if facilities are to be planned for the desires of tourists they should have as little impact on the daily lives of residents as possible. Also, funds for tourist facilities should be paid for by county general funds rather than by locals East of the Sandy River.
- ◆ a) size of acreage required for building: there are places being built on a fraction of an acre - which has been taken off other property - i.e. divided - yet I have two separate tax lots - one approximately six acres and the other three - the three acres having no improvements and I would like to build a small home for me - as I am all alone now and sell my five bedroom house - but I cannot - this makes a burden on me taxwise and workwise and otherwise. Also there are a lot of 20+ acreage being split and built several homes on, some of this good farmland and my 10 acres is on a hillside - not good for much except pasture. Why not split and build on that kind and leave large portions of good farmland for use of farming and producing food?
- ◆ a) Preserving water quality: effects of logging on private lands on watershed - significant economic and environmental issue. b) Gravel pit at Howard Canyon - traffic, noise, pollution. c) Maintain present restrictive zoning: preserve rural environment.
- ◆ a) Leave everything as is. All you do is mess it up.
- ◆ a) Natural resource protection. Fish, wildlife, water quality, all values for which Sandy River was designated scenic: the area's (tri-county) livability and quality of life is dependent on a healthy natural resource base. b) Law enforcement: there is currently extensive use of many area that encourages non law-abiding persons into the area. Crime, vandalism and other inappropriate and/or illegal uses will continue to grow if enforcement of laws is ignored. c) Lot size (minimum) all uses: if lot size is decreased, in most cases it will result in impacts to natural resources, too much

demand on current services and an undesirable adverse effect on quality of life, liveability and community character.

- ◆ a) Creation and enforcement of watershed protection areas: maintain quality resources for future use. b) Maintaining and enforcing agricultural and E.F.U. zoning: maintain rural economy. c) Police and provide facilities at recreational areas: prevent abuse of private and public lands.
- ◆ a) Aggregate pit: traffic, noise, the residents will have to foot the bill for road and bridge upgrades, safety. b) Changing of zoning laws, growth of urban boundary: traffic, loss of wildlife habitat, do not want to be like Troutdale (pernicious development). c) Development could risk watershed: do not like drinking turbid water.
- ◆ a) Protect wildlife and plants. Keep the ecosystem intact: we need to plan for the seventh generation and live in harmony with our environment ("sustainable") (i.e. "the coyotes lived here first.") b) Do not let this area become commercial and back to back homes, businesses - I love the space. c) Be reasonable for people that have owned this land for a while and want to keep environment protected. Is there a way for a community hearing so that these issues can be dealt with reasonably (i.e. "circle of elders.")
- ◆ a) Area at the end of Trout Creek Road should be rural not CFU as there are many small acreages and many homes - at least go back to lots of record as of 1985 for people who have owned for many years - we have owned for 25 years. For us - we bought 2 small acreages side by side for our later retirement income - there is no reason to keep it CFU because of all the homes already there.
- ◆ a) Zoning: will it be followed, evolved or changed? b) Wild and Scenic river: has impact on usage and areas near sand and river. c) Zoning exceptions: changes zoning intent.
- ◆ a) Gorge Scenic Area, keeping it in it's present state: if you develop east of the Sandy, it will destroy the west end of the Gorge. b) Existing state of area, rural farm use: the whole area is shaped around sparse housing and low traffic. The roads couldn't handle any more traffic. c) Infrastructure: there's no sewers, small water system, small schools, no significant town center. Springdale is a tavern, not a town center.
- ◆ a) Are we a rural community or are we a playground for Portland with bikes/car rallies? Because we have to drive on these roads and work at these places. Try to live with our neighbors as well as visitors. b) How much is too much land use rules? I have land in commercial forest use zone - what does that mean? I have to log or not: will it be a have to instead of a choice. If I decide not to log and the trees became what you consider old growth do I lose my right? c) Why not just let Metro take over just like everything else - our roads, cemetery, parks! They "Metro" will run whatever you decided!
- ◆ a) Don't overdevelop like Gresham and Troutdale or Godforbid Tigard: we need the land to remain intact. b) Increased numbers of people, cars and problems - pollution, overuse are ruining the scenic beauty: to appreciate the beauty of the earth we must keep it intact to see it. c) The attitude of development. "Here's some beautiful open land, let's build on it." Always this is done with the rationale that its better for everyone. Enough is enough!

- ◆ a) Impact of development on existing roadways: every new house puts at least two more cars on the highway. I don't want traffic jams in the country! b) The rezoning of Exclusive Farm Use land into anything else: open space provided by EFU adds to the beauty of our area and provides an excellent buffer to the area south of the Columbia River Gorge line. c) Speeding in Springdale: lots of pedestrian traffic. I want the roads to be safe for my kids and me.
- ◆ a) Containing population growth: need to maintain our rural character, preservation of wildlife and plant habitats. b) Promoting sustainable forestry and agriculture: avoid converting forest and agricultural lands to residential use. Human contact with nature is good for the immune system. Will promote physical and spiritual health of larger Metro community.
- ◆ a) What does it mean now that our property has been re-zoned to commercial forest use: we live on the property, farm some of it, understand we now cannot add a second home unless we have over 80 acres. b) Does this mean we have to plant trees on our property and harvest? c) The adjacent properties to ours, at 38 acres, installed mobile homes after the zoning change. They evidently were given permits to do so. We cannot add a "grandmother's" home. We live in accordance - why do they get free reign? It has trashed the property and area for landlord monetary gain. They don't even live on the property.
- ◆ a) Economic: to help the people develop to get their needs. b) Traffic: with growth how to handle the increase. c) Impact of growth on the west: more people on the edge will move east for recreation, play, etc.
- ◆ a) Population density must be controlled: the area east of the Sandy River is adjacent to the NSA; is Portland's playground; and includes much fragile area such as the Sandy River, hiking trails, parks, etc. b) Restrict subdivision, partitioning, etc.: extremely important to preserve nature of area. We cannot allow this area to be "Californicated." c) Enforcement of zoning: all planning is moot if Multnomah County Planning Commission continues to ignore enforcement requirements. Track record on enforcement in recent years is dismal.
- ◆ a) Howard Canyon aggregate site: the quarry would destroy the beauty of the ridge as well as the quietness of the area. The roads cannot support the traffic it would create, so who would pay to upgrade them? b) The clearcut of trees around Corbett's watershed: it's frustrating that this issue has to be brought up again. Everyone should have the right to clean water. c) Growth in the area: growth in the area would destroy the beauty and tranquility that most of us live here for. The wildlife population would suffer an even greater loss of habitat. They are already being pushed into smaller areas. I do not want to see Corbett turn into another Gresham or Troutdale.

2. What additional issues should be addressed?

- ◆ County government flexibility! Multnomah County is "very heavy" handed when dealing with the people.

- ♦ A study of advisability and feasibility of a monitored shooting range (with a \$ charge) in area so young men from urban areas won't come out and shoot up any area they see out here with no house right by it.
- ♦ Traffic patterns: addressing particularly dangerous situations. Regulations for what can be burned for refuse disposal.
- ♦ Taxes are not going down as promised - can't something be done - like encouraging some industry and developing a tax base to help us out here to maintain our school and give the kids an equal opportunity with others in the state without driving us into bankruptcy. Also I know its been tried before - but I think we should try again to have some means of transportation into Gresham and Max lines - at least one or two days a week on a schedule for those out here who cannot drive, like for M.D. apartments, etc.
- ♦ Informational process to inform people of rules and regulations of area. Support of agricultural economy.
- ♦ If we widen roads and bridges we bring in more traffic. I like the idea of bus service.
- ♦ If plan for development is not clear, growth and change will not follow a controlled direction.
- ♦ Increased traffic. Increased crime. Overloading the infrastructure (never in history has a planning commission planned adequately for the changes brought about by developing, especially overdeveloping.) Local citizens on the planning commission.
- ♦ Enforcement of existing land use policies. Avoid exemptions and variances. Preserve larger tracts.
- ♦ A fair just way to handle the development so that a person can find happiness without the person next door doing some development that fix your land into a zone that you are unable to do the same.
- ♦ I was very distressed to hear a member of the planning commission consider population increase in our area as insignificant compared to increases in the urban growth area. These "insignificant" increases in our area can overload services and roads, significantly alter the makeup of the area and eventually cause loss of the entire resource.

3. What types of future public involvement opportunities would be best?

of Responses

Type

20

Citizen Advisory Committee

18

Newsletters

15

Open houses

15

Public hearings

5

Other (please specify):

Easy access to the Commissioner, easier and more understanding government.

Public meetings (3)

Planning staff assistance with time & resources to community

4. On a scale of 1 to 5, with 1 being very good and 5 being very poor, please rate the effectiveness of this open house in the following.

	Very Good 1	2	3	4	Very Poor 5
a. Providing information on planning issues		9	8	1	1
b. Providing opportunities to give personal input	4	11	1	1	

5. Other comments?

- ◆ Good start! Why has it taken so long....
- ◆ Prevent expansion of Howard Canyon rock quarry. Keep us informed!
- ◆ We have multi-level government - LCDC, Gorge, Forest Service - etc., etc., each with a different approach.
- ◆ The planners available at the meeting didn't seem to know the building laws very well.
- ◆ I would like to attend the meetings that determine who is on the citizen advisory committee. Like many others I am suspect about the intentions of the county in making a comprehensive plan. It was stated at the meeting that the county has no specific agenda for formulating a plan. I hope this is true.
- ◆ Loud speaker should be used. Any committee should have long term residents.
- ◆ Good first start. Need to deal with trust. Be clear about options which can be dealt with (and can't) so expectations are clear. Verify that this process is open and not pre-determined. Get concerned folks on advisory committee.
- ◆ Show map with wild and scenic river zone and with zoning all superimposed on actual use.
- ◆ Don't let developers grease the palms of the decision makers. We all know that will happen. Have a citizen watchdog group in direct contact with local media to report any "indiscretions."
- ◆ Too much nonchalance evident when we discussed enforcement. Current study of Multnomah County organization and pending changes are no excuse for lack of zoning enforcement.
- ◆ This open house was very well done. Thanks.

JO:rm eastsum

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Adopting the East)
Sandy River Rural Area Plan Scoping)
Report C 3-95)

**RESOLUTION
95-177**

WHEREAS, in 1993, the Multnomah County Board of Commissioners directed the Planning Division staff to begin the Rural Area Planning Program to address land use issues faced by the rural areas of Multnomah County; and

WHEREAS, the Board of County Commissioners requested five rural area plans, one being the East of Sand River Rural Area; and

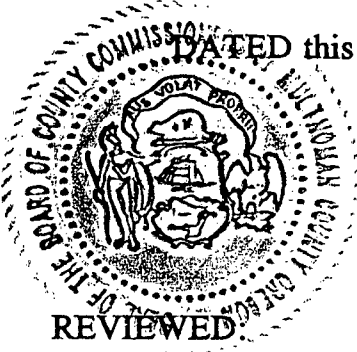
WHEREAS, the County staff has conducted meetings with key stakeholders, held interviews with other governmental agencies, solicited written comment and conducted a Community Open House in Corbett in order to gain input on major issues facing Multnomah County; and

WHEREAS, the attached Scoping Report represents all of the issues identified by key stakeholders, other governmental agencies, the residents and the Planning Commission for the East of Sandy River Rural Area Plan; and

WHEREAS, the Planning Commission conducted a Public Hearing on July 10, 1995 and has forwarded a recommendation to adopt the Scoping Report; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners adopts the attached Scoping Report, containing issues to be addressed in the East of Sandy River Rural Area Plan, with amendments to add the following issues to the Report: (1) add agricultural runoff issues related to Statewide Goals 6 and 7; (2) add consideration of a design review plan for the Corbett Rural Center; and (3) add discussion of the necessity of requiring a bond in relationship to a health hardship temporary mobile home permit, with the discussion used to help resolve this issue for the entire unincorporated area of Multnomah County.

DATED this 10th day of August, 1995.

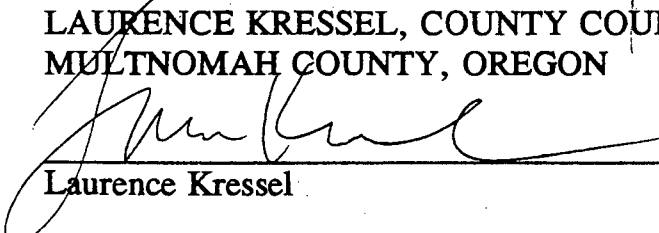


**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**



Beverly Stein, Chair

**LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON**



Laurence Kressel

EAST OF SANDY RIVER RURAL AREA PLAN

SCOPING REPORT

AUGUST, 1995

As adopted by the Multnomah County Board of Commissioners

Prepared for:

Multnomah County
Department of Environmental Services
Division of Planning and Development
2115 SE Morrison St.
Portland, OR 97214

Prepared by:

Cogan Owens Cogan
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A. INTRODUCTION

The East of Sandy River Rural Area Plan is the second in a series of land use plans for five rural areas in Multnomah County. Last year, the County completed and is currently in the adoption process for the West Hills Rural Area Plan. Development of rural area plans is part of the process of updating the Comprehensive Plan to address the state requirement that plans be updated and maintained to meet state mandates and reflect changing conditions. These planning efforts are intended to provide policy direction for rural, unincorporated areas, including how to accommodate predicted growth while preserving the qualities of livability that draw people to the area. The plans may result in development of new implementation methods or new ways of using existing methods to carry out rural area plans. Plans are expected to take about one year each to develop, with the entire process completed in four years.

Planning Area

The East of Sandy River Rural Area includes that portion of Multnomah County extending east from the Sandy River to the Hood River County line, and south from the Columbia River to the Clackamas County line (Figure 1). The portion of the rural area within the Columbia River Gorge National Scenic Area (NSA) is addressed by the NSA Management Plan and the County will not be proposing changes to that Plan. However, the NSA portion is included in the East of Sandy River planning area, as it is integrally related to the planning area, particularly those lands directly south of the NSA boundary.

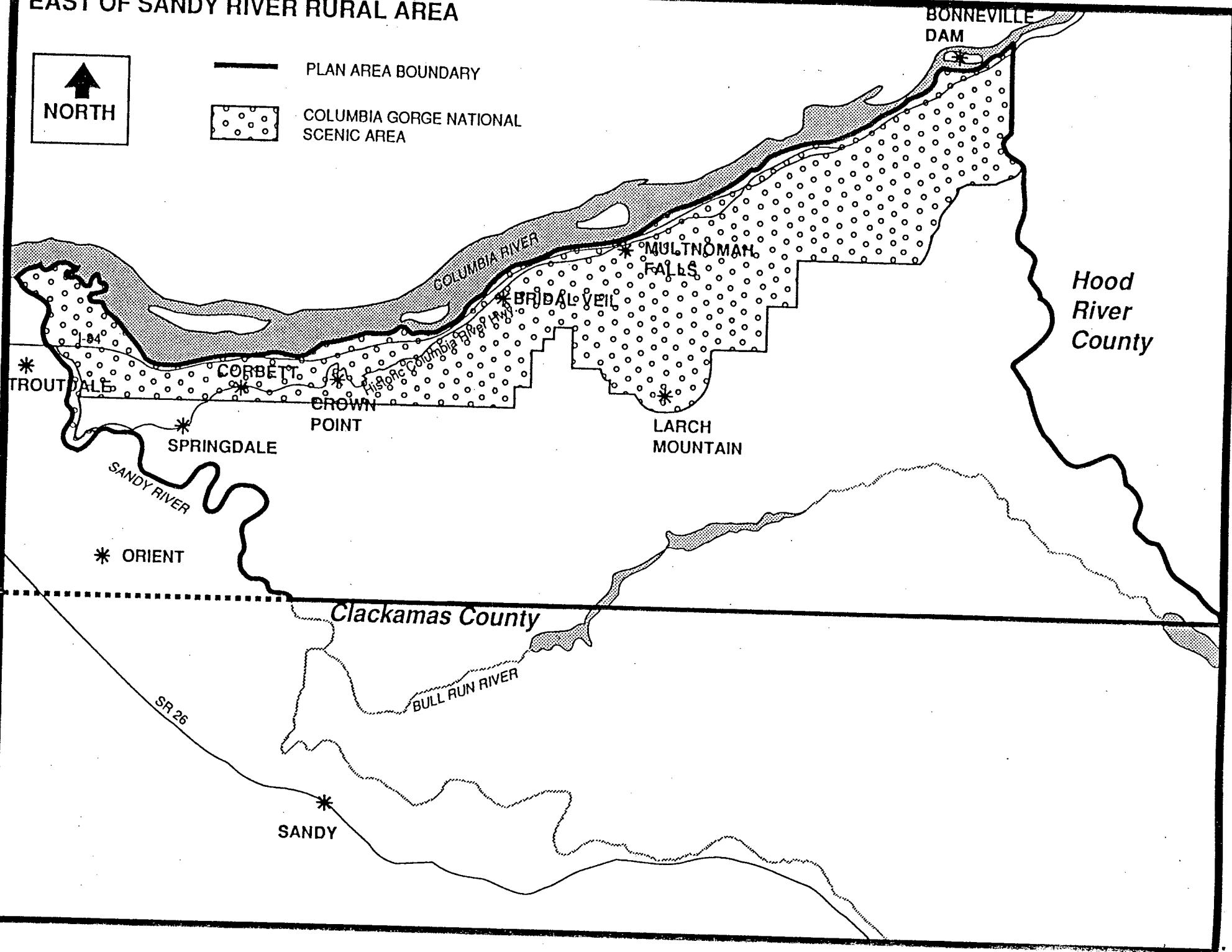
The planning outside of the NSA encompasses approximately 79,200 acres, two-thirds of which is within the Mt. Hood National Forest. The area has a population of about 2,000 persons, housed in 675 dwellings (667 single-family and eight multi-family.)

The western quarter of the planning area is a mix of rural residential, agricultural, and commercial timber lands. The remainder is a combination of private commercial forest lands and Mt. Hood National Forest lands. Springdale and Corbett are the sole community centers within the planning area; both communities are designated in the Comprehensive Plan as Rural Centers. A Rural Residential designation is applied to concentrations of rural residential development south of the Scenic Highway and west of Springdale; and along Hurlbert, Smith, Rickert, Loudon, Trout Creek and Gordon Creek Roads east of Springdale. About 625 acres of Multiple Use Agriculture lands are located directly east of Springdale; along Woodard, Pounder and Littlepage Roads; south of Corbett; and along Gordon Creek Road southeast of Springdale. These are agricultural lands which are not suited to full-time commercial farming because of existing development and parcelization. Over 2,000 acres of Exclusive Farm Use lands are located mostly east and south of Springdale. The remaining private lands in the planning area (22,000 acres) are designated as Commercial Forest Use.

EAST OF SANDY RIVER RURAL AREA



- PLAN AREA BOUNDARY
- ◻ COLUMBIA GORGE NATIONAL SCENIC AREA



Scoping Process

Scoping is the process of identifying issues to be addressed in a planning project. The scoping process for the East of Sandy River Rural Area Plan began in March, 1995 with an agency scoping meeting and will conclude in Fall 1995 with approval by the County Board of Commissioners of the issues to be analyzed in the Plan.

Scoping activities have included:

- ♦ Agency scoping through both a questionnaire mailed to 64 local, state, regional, federal and Tribal agencies and a scoping meeting conducted on March 13, 1995;
- ♦ Stakeholder scoping, through a questionnaire mailed to 40 key stakeholder groups;
- ♦ Planning Commission scoping at its April 3, 1995 meeting;
- ♦ Public scoping through both a questionnaire included as part of a newsletter mailed to all addresses in the planning area and an open house attended by over 130 persons conducted on May 2, 1995; and
- ♦ Planning Commission public hearing on a Draft Scoping Report on July 10, 1995.

Note: Scoping is an ongoing process and additional issues may be identified during Plan development.

Report Purpose and Organization

The purpose of this report is to (1) provide a compilation of all potential issues identified through scoping, (2) identify common themes among those issues, and (3) recommend issues for analysis in the East of Sandy River Rural Area Plan.

The report first presents a summary of issues identified by source, e.g. agency scoping and open house. These summaries are followed by an identification of common themes among all issues and then by recommendations on those issues to carry forward for analysis. Complete compilations of issues by source are included as appendices. Attached are copies of the newsletter, press release announcing the open house, open house program, and other scoping-related materials.

B. AGENCY SCOPING

The first step in the scoping process involved inviting 64 local, state, regional, federal and Tribal agencies to participate in an agency scoping meeting and/or complete a scoping issues questionnaire. The following eight agencies participated in the March 13, 1995 meeting, conducted at the Mt. Hood National Forest Supervisor's Office:

- ♦ Multnomah County Division of Planning and Development

- ♦ Multnomah County Division of Transportation
- ♦ U.S. Forest Service, Mt. Hood National Forest, Supervisor's Office
- ♦ U.S. Forest Service, Mt. Hood National Forest, Columbia Gorge Ranger District
- ♦ Oregon Department of Transportation
- ♦ East Multnomah County Soil & Water Conservation District
- ♦ Metro Regional Parks & Greenspaces
- ♦ Rural Fire Protection District #14

In addition, completed questionnaires were received from the following eight agencies. A compilation of questionnaire responses is included as Appendix A.

- ♦ Multnomah County Sheriff's Office
- ♦ Columbia River Intertribal Fish Council
- ♦ State Historic Preservation Office
- ♦ Mt. Hood National Forest
- ♦ Oregon Department of Transportation
- ♦ Oregon Division of State Lands
- ♦ Oregon Parks and Recreation Department
- ♦ Metro Regional Parks and Greenspaces Department

The scoping issues which follow represent a combination of issues identified at the agency scoping meeting and through agency scoping questionnaires. (There is no prioritization associated with the order in which these issues are listed.)

1. Urban/rural interface conflicts
 - ♦ Conflicts between timber production and rural residential uses, particularly in the Walker Prairie and Aims areas
2. Impacts of growth on community character
 - ♦ Proximity to other growth centers, e.g. Troutdale and Gresham
 - ♦ Need for vision for Springdale's future role/scale
 - ♦ Encourage or discourage tourism-related development
3. Conflicting values - resource production vs. resource protection
 - ♦ Protection of viable forest and agricultural lands
 - ♦ Minimum lot sizes for forest lands
4. Law enforcement
 - ♦ Inappropriate activities, e.g. uncontrolled shooting, refuse dumping
 - ♦ Lack of adequate authorities
5. Fire prevention/emergency services
 - ♦ Mixed land uses and narrow/private roads make access difficult

6. Access to Bull Run and Gordon Creek watersheds
 - ♦ Illegal entry
 - ♦ Bicycle and pedestrian access into Gordon Creek watershed
7. Howard Quarry expansion
 - ♦ Traffic impacts and conflicts
 - ♦ Impacts to water resources
8. Protection of cultural resources
 - ♦ Conflicts among users of the Historic Columbia River Highway, a narrow roadway without many turnouts
 - ♦ Identification and protection of archaeological and historic resources
9. Transportation system
 - ♦ Conflicts between recreational and commercial traffic
 - ♦ Speeding in residential areas
 - ♦ Design of potential future roadways to reduce impacts to the natural environment
 - ♦ Roads in geologic hazard areas
10. Protection of watershed values
 - ♦ Cumulative impacts of roads, construction, logging, agricultural practices
 - Modification of natural habitats
 - ♦ Preservation of salmon habitat
 - ♦ Protection of water quality
 - Effects of increased runoff, e.g. agrichemical contaminants
 - Need for surface water management measures
 - ♦ Involvement of SWCD & watershed groups in stream monitoring/protection
 - ♦ Interface with State Scenic Waterway
 - Protection of the portion of the Sandy River designated a Wild and Scenic River
 - Coordination between County zoning/development regulations and State permitting process
 - ♦ Watershed-scale protection of significant streams and their tributaries for water quality and flood control purposes
11. Recreation uses
 - ♦ Conflicts between bicyclists and cars/trucks
 - ♦ Access to Sandy River
 - Use of gravel pit at base of Gordon Creek Road for parking
 - Problems with parking on road shoulders
12. Permitting shooting ranges as conditional uses
 - ♦ Reduces illegal activities

- ♦ Allowed on NFSL
13. Protection of wildlife corridors
 - ♦ Maintaining the big game wildlife corridors along the tributaries that connect Larch Mountain and the Bull Run Reserve with the Sandy River Gorge (i.e. Buck, Gordon, and Trout Creeks).

C. STAKEHOLDER SCOPING

Input from 40 key stakeholder groups was solicited through a questionnaire mailing and through the offer of a presentation by the project team to any interested organization. Completed questionnaires were received from the following eight groups; there were no requests for presentations. A compilation of questionnaire responses is included as Appendix B.

- ♦ Bicycle Transportation Alliance
- ♦ Friends of the Columbia Gorge
- ♦ Oregon Trout
- ♦ Troutdale Historical Society
- ♦ Longview Fiber Company
- ♦ Corbett Community Association
- ♦ Guardians of Larch Mountain
- ♦ John Christensen (past president of NE Multnomah County Community Association)

Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.)

1. Maintaining the area's rural character
 - ♦ Conversion of forest and farm land to rural residential
 - ♦ Discouraging land division
 - ♦ Ensuring compact development
 - ♦ Maintaining a low population density
 - ♦ Restricting incompatible uses
 - ♦ Sustainable agricultural and forestry practices
 - ♦ Maintaining open space
 - ♦ Cumulative impacts of development
2. Preserving natural areas
 - ♦ Protection of Howard Canyon as an elk migration corridor
3. Protection of watersheds
 - ♦ Restoration and improvements to riparian areas

4. Scenic quality
 - ♦ Road screening
 - ♦ Protection of vistas
 - ♦ Signage
5. Maintenance of existing infrastructure
6. Transportation systems
 - ♦ Providing bicycle lanes on all newly constructed, reconstructed or relocated roads
 - ♦ Safety for pedestrians, bicyclists and equestrians
 - ♦ No new roads or road widenings
7. Land use regulations
 - ♦ Code/zoning enforcement
 - ♦ Retaining current zoning
8. Access to rock for roads
9. Refuse dumping

D. NEWSLETTER QUESTIONNAIRE

A newsletter, with a scoping questionnaire, was mailed to all addresses in the planning area. The newsletter explained the rural area planning process, described the East of Sandy River planning area and current land uses, and announced the Community Open House.

Forty questionnaires were returned. A compilation of questionnaire responses is provided as Appendix C. Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.)

1. Maintaining the area's livability/rural character
 - ♦ Maintaining a rural area economy
 - ♦ Negative effects of tourism
 - ♦ Restricting development that is not compatible with the rural character
2. Maintaining current land use designations and zoning
 - ♦ Limiting small lots
 - ♦ Code/zoning enforcement
 - ♦ Education on zoning regulations
 - ♦ Maintaining the UGB west of the Sandy River and away from the Ames area
 - ♦ Flexibility in zoning and permit requirements
 - ♦ Property rights

3. Additional commercial development
 - ♦ Potential for commercial development to serve increasing tourist traffic
 - ♦ Limiting additional commercial development
 - ♦ Designing commercial development to front the highway, with parking in rear
4. Protection of resource lands
 - ♦ Protection of agricultural and forest lands
 - ♦ Limiting the division of agricultural parcels
 - ♦ Promotion of sustainable farming and forestry practices
 - ♦ Maintaining the potential for small farms
 - ♦ Restriction of additional logging
5. Forest lands
 - ♦ Timber production and harvest
 - ♦ Protection of old growth, e.g. along Gordon Creek
 - ♦ Requirements for replanting
6. Protection of the area's environmental values
 - ♦ Protection of watersheds
 - ♦ Protection of open space
 - ♦ Protection of wildlife habitat
 - ♦ Protection of Wild & Scenic River values
 - ♦ Protection of Gordon Creek wildlife corridor
 - ♦ Development of enforceable environmental regulations
7. Expansion of the Howard Canyon quarry
 - ♦ Truck traffic on narrow roads, e.g. Knierheim and Howard Canyon Roads
 - ♦ Noise impacts
 - ♦ Effects on area's livability
8. Protection of National Scenic Area values
 - ♦ Effects of development within the planning area on the Gorge
 - ♦ Protection of Corbett's scenic values
9. Limiting access to Bull Run watershed
10. Maintenance of existing infrastructure, e.g. roads
11. Transportation
 - ♦ Potential for Tri-Met service
 - ♦ Slowing traffic speed
12. Recreation opportunities/uses
 - ♦ Development of hiking trails

- ♦ Accommodation of increasing bicycle traffic
 - ♦ Bicyclists' behavior
 - ♦ Inappropriate recreation uses, e.g. shooting and ORVs, in the Larch Mountain area
13. Public safety
 - ♦ Adequate Sheriff's patrols
 14. Government distrust
 - ♦ Planning based on the desires of the area's residents versus the desires of the larger metropolitan area
 15. Ability of NEMCCA to represent the area's residents

E. PLANNING COMMISSION SCOPING

Planning and Development Division staff and the consultant briefed the Planning Commission on the planning process at its April 3, 1995 meeting. The Commission reviewed the preliminary list of scoping issues developed at the agency scoping meeting and identified the following additional issues:

1. Coordination with the National Scenic Area Plan
 - ♦ Expansion of the planning area to include the National Scenic Area
2. Effects of tourism on the area's livability
 - ♦ Inundation of summer visitors
3. Enforcement of reforestation regulations
4. Effects of gravel operations in addition to the Howard Canyon quarry
5. Protection of archaeological sites in the Ames area
6. Accommodation of equestrian uses
7. Home occupations
 - ♦ Legalizing roadside stands
 - ♦ Growth in cottage industries in the Corbett area
8. Identification/protection of bald eagle habitat
9. Resource inventories
 - ♦ Use of existing information

- ♦ Inventories of significant flora and fauna within the planning area

The Planning Commission conducted a public hearing on a Draft Scoping Report on July 10, 1995. This document represents the Commission's Recommended Scoping Report.

F. OPEN HOUSE

A community open house, hosted by Commissioner Sharron Kelley, was held on May 2, from 4 to 8 pm, at Corbett High School. Approximately 130 persons attended. The purpose of the open house was to provide information on the planning process and to solicit public comments on the key issues to be addressed in the plan. Notification of the open house was provided through a newsletter mailed to all addresses within the planning area, press releases, and the Multnomah Community Television Community Bulletin Board.

The open house program included a variety of activities:

- ♦ Live/work map -- using dots, attendees indicated where they lived and worked;
- ♦ Maps of existing uses, zoning and Comprehensive Plan designations for the planning area;
- ♦ Site-specific issues -- using stickies, participants identified site-specific issues on a map of the planning area;
- ♦ Issue priorities -- using dots, participants prioritized the preliminary issues identified through agency and planning commission scoping; additional issues to be considered were also identified;
- ♦ Miscellaneous questions -- attendees responded to flipchart questions regarding the effects of growth on the area's economy, transportation system, and land uses;
- ♦ Two town hall sessions hosted by Commissioner Kelley, in which the purpose of the planning process was explained, opportunities for future input identified, and questions from the audience fielded; and
- ♦ Questionnaires -- participants completed a questionnaire similar to that in the scoping newsletter.

Input received on scoping issues is organized below by type of activity. Numbers in parentheses indicate the number of times the issue was raised.

Site-Specific Issues

Larch Mountain

- ♦ Stop illegal shooting on Larch Mountain. (2)
- ♦ Close/block Larch Mountain area road into old gravel pit (Spring Camp); return to natural state. Same for Palmer Mill Road, access roads into forest.

National Scenic Area

- ♦ Impact of more residential development adjacent to NSA will create traffic and put pressure to develop in NSA. Adjacent area must be preserved.
- ♦ There must be no bridge considered in west end of NSA over Columbia River. This would be extremely damaging to the NSA.

Trout Creek Road/Gordon Creek Road area

- ♦ Area at end of Trout Creek Road should be rural, not commercial forest, because of number of small acreages (4 acres or less) and existing homes.
- ♦ This land was changed to commercial forest. We live there. What do we have to do to maintain status? What if we do not want to log?

Howard Canyon

- ♦ Closely monitor the gravel operation. (2)
- ♦ Who will enforce water quality of Big Creek and Howard Canyon Creek if the Howard Canyon open pit gravel mine is approved? Who will pay for road maintenance and safety issues? (2)
- ♦ Quarries are necessary for the county, cities, and the Corbett community for roads and driveways.

Sandy River

- ♦ Coordination with State Scenic Waterways to help protect scenic waterways values. Work with State Scenic Waterways on rule-making including setbacks (from the rim); measurable standards for filtering, vegetation cutting, low limbing, and re-planting; alternative site development. Make scenic waterway rules and county zoning and ordinances more compatible.
- ♦ Location of I-84 to U.S. 26 cutoff must not be close to Sandy River or more pressure on east county area will occur.
- ♦ National Wild & Scenic River Area superimposes restrictions on East of Sandy planning.

General

- ♦ Maintain UGB west of Sandy River. (5)
- ♦ Maintain a UGB "reserve" west of Sandy River.
- ♦ Protect wildlife corridors along the area's waterways (Buck, Trout, Big, Gordon, etc.) These corridors should be maintained at an adequate size to accommodate wildlife movement through more developed areas.

- ♦ Maintain existing zoning. (4) Don't make it more restrictive than it is, but do not allow the developers "nose into the tent." Make a few exceptions when warranted.
- ♦ Existing buildings and uses do not conform with zoning in many cases. Zoning variances change character of area by evolution.
- ♦ Avoid nickel and dime-ing the area with smaller lot exceptions. Maintain larger parcel sizes.
- ♦ Preservation of open and green space. (2) In the big picture, this is the most important issue. Growth should not be inevitable.
- ♦ Keep high-density out.
- ♦ Protect wildlife.
- ♦ How about bus transit to Gresham/Portland? Bike/walk trails not realistic for commuters.
- ♦ With the projected 700,000 growth in population in the tri-county area, protection and appropriate development, operation and maintenance of natural resource areas for recreation purposes should be given high priority.
- ♦ We are restoring wetlands habitat at our own expense on our property -- is there any help out there for us like there is for mohair goat growers?
- ♦ What is the future of commercial forestland? What will happen in 10 years -- will we have to log?

Issue Priorities

1. Prioritization

Participants were asked to prioritize preliminary scoping issues identified through agency scoping and by the planning commission. Each participant was provided with five dots for "voting" on priorities.

Issues	Responses	
	Number	Percent
Conflicting values - resource productions vs. resource protection	11	
♦ Urban/rural interface conflicts	16	
- Conflicts between timber production and rural residential uses	5	
- Conflicts between agricultural production and rural residential uses	12	
♦ Minimum lot sizes for forest lands	35	
Total for Issue and Sub-Issues	79	18.0%
Protection of watershed values	11	
♦ Cumulative impacts of roads, construction, logging, agricultural practices	31	
- Modification of natural habitats		
♦ Preservation of salmon habitat	14	
♦ Effects of increased runoff	2	
- Agrichemical contaminants	6	
- Need for surface water management measures	1	
♦ Interface with Sandy Wild & Scenic River	7	
Total for Issue and Sub-Issues	72	16.4%
Recreation uses	9	
♦ Increasing summer visitation	9	
♦ Conflicts between bicyclists and cars/trucks	19	
♦ Access to Sandy River	3	
- Use of gravel pit at base of Gordon Creek Road for parking		
- Problems with parking on road shoulders	1	
♦ Accommodation of equestrian uses	2	
Total for Issue and Sub-Issues	43	9.8%
Protection of natural resources	26	
♦ Enforcement of reforestation requirements	12	
♦ Protection of bald eagle habitat	1	
♦ Identification and protection of significant natural areas	2	
Total for Issue and Sub-Issues	41	9.3%
Quarry expansions	10	
♦ Traffic impacts and conflicts	24	
♦ Impacts to water resources	1	
Total for Issue and Sub-Issues	35	8.0%

Impacts of growth on community character		
♦ Proximity to other growth center, e.g. Troutdale and Gresham	31	
♦ Need for vision for Springdale's future role/scale	2	
♦ Tourism-related development	1	
Total for Issue and Sub-Issues	34	7.7%
Law enforcement		
♦ Inappropriate activities, e.g. uncontrolled shooting, refuse dumping	26	
♦ Coordination between Sheriff's Office and Forest Service	5	
Total for Issue and Sub-Issues	31	7.0%
Home occupations		
♦ Legalizing roadside stands	3	
♦ Regulating illegal activities	6	
♦ Economic development	4	
♦ Encouragement of cottage industries	16	
Total for Issue and Sub-Issues	29	6.6%
Transportation system		
♦ Conflicts between recreational and commercial traffic	5	
♦ Speeding in residential areas	4	
♦ Design of potential future roadways to reduce impacts to the natural environment	13	
♦ Roads in geologic hazard areas	5	
Total for Issue and Sub-Issues	26	5.9%
Permitting shooting ranges as conditional uses		
♦ Reduces illegal activities	7	
♦ Allowed on National Forest lands	7	
Total for Issue and Sub-Issues	14	3.2%
Access to Bull Run and Gordon Creek watersheds		
♦ Illegal entry	7	
♦ Bicycle and pedestrian access into Gordon Creek watershed	3	
Total for Issue and Sub-Issues	12	3.2%
Protection of cultural resources		
♦ Conflicts among users of the Historic Columbia River Highway, a narrow roadway without many turnouts	7	
♦ Identification and protection of archaeological and historic sites	3	
Total for Issue and Sub-Issues	12	2.7%
Other		
♦ Able to put second home on property	6	
♦ Shooting in forested areas	2	
Total for Issue and Sub-Issues	8	1.8%
Fire prevention/emergency services		
♦ Difficulty in access with mixed land uses and narrow/private roads	4	
Total for Issue and Sub-Issues	4	0.9%
Total Responses	440	100.0%

2. Other Issues

In addition to the issues prioritized above, participants requested that the planning process address the following:

- ♦ Common land use issues between the West Hills and East of Sandy River plans, e.g. mining. What is decided on one side may impact the other. If you have recommended gravel not be mined on one side, it will be mined on the other for lack of alternatives.
- ♦ Zoning enforcement -- use of G.I.S. systems for access to information and identification of past activities.
- ♦ Urban growth boundary expansions on north/east side of Sandy River.
- ♦ No change of urban growth boundary please!

Miscellaneous Questions

1. What are the most important issues related to the effects of growth on the area's economy?
 - ♦ More tourism-related development to meet needs of increasing growth in tourism.
 - ♦ County script, e.g. stimulate the money multiplier. Payment for services would be optional FRN's or script. Keep money in county and deter big corporations from making money one day and shipping it to a different state another. It's possible and legal!
 - ♦ No approval of smaller lot sizes. (2)
 - ♦ Smaller lot sizes.
 - ♦ Keep it country -- don't over-develop like Troutdale or Gresham. (2)
 - ♦ Will zoning be followed, or will the exceptions gradually change usage?
 - ♦ Better zoning code enforcement!
 - ♦ There is no "area economy." (2)
 - ♦ Increased traffic, road costs \$. Diminished scenic values. Increased demands on services, schools, fire, law enforcement, etc. and infrastructure (water, sewer systems, etc.) Urban use/rural use conflicts.
 - ♦ Make provision for small businesses.
 - ♦ Maintenance of rural housing stock -- loan programs, possibly limit size of any new dwellings.
2. What are the most important issues related to the effects of growth on the area's land uses?
 - ♦ Need for minimum lot sizes for farm and forest operations
 - ♦ No more than one acre minimum -- not 80 acre
 - ♦ What is a landowner's role as a commercial forest owner? Will we have to log in five years or be penalized?

- ♦ 4 acre lot sizes on Trout Creek Road/not feasible for CFU as there is already many homes there.
 - ♦ Leave it the way it is!
 - ♦ Enforcement of existing land-use laws and zoning regulations.
 - ♦ Zones should not split property.
 - ♦ Do not allow expansion of Howard Canyon Gravel pit!
 - ♦ The gravel pit takes much traffic off the old highway -- by serving the community needs on many roads thereby sharing the loads.
 - ♦ Growth should not be inevitable. Preservation of open and green space is critical, and irreversible once compromised.
 - ♦ Bring sewer to Springdale and Corbett area to clean up environment and save our groundwater.
 - ♦ Maintain existing zoning but allow more flexibility in hardship cases or where land is obviously unsuitable for farm or forest. Maybe encourage alternative farming practices, new crops, traditional crops (flowers) etc.
3. What are the most important issues related to the effects of growth on the area's transportation system?
- ♦ Speeding through Springdale.
 - ♦ More bike use reduces automobile use -- need bike lanes. (2)
 - ♦ Bike riders must be identifiable so they can be held accountable.
 - ♦ Bike lanes don't work -- what can we do to get them off our roads!
 - ♦ Make bike owners pay for their own bike lanes -- not us! License them to pay for bike lanes.
 - ♦ Expansion of Howard Canyon gravel pit will create too much traffic and road damage. (2) Who will pay maintenance and enforce safety?
 - ♦ Every new home puts at least 2 more cars on the highway. Can the road handle the traffic? Do we want traffic jams in the country?
 - ♦ We need horse trails.
 - ♦ Work with the state to make them accountable for increased tourist traffic due to Gorge Act.
 - ♦ This area is increasingly becoming the playground for people living in the overbuilt Gresham area. Yet they do not take the responsibility!
 - ♦ Some attention to speeders and drunk drivers.
 - ♦ Tri-Met at least once per day.
 - ♦ We need a variety of Tri-Met services. Most of us (or many) work outside the area and may use transit if it was speedy and available. Trying to meet transportation needs through bike paths, walkways is unrealistic when the main traffic flow is out of the immediate area. Plus we pay taxes to Tri-Met -- for what?

Town Hall Issues

- ♦ Commercial property is being used for residential development. Can we limit commercial zones to commercial development and not allow residential uses because we need more commercial?
- ♦ Lands that are adjacent to scenic areas are going to have "de facto" pressures for uses that are restricted within the NSA.
- ♦ Will community see pressures for expansion of the UGB?
- ♦ Some properties which are zoned CFU/EFU already have low density residential or rural residential types of development on them. Can anything be done to change the zoning?
- ♦ The connection between I-84 and US 26 (Mt. Hood Parkway.) Also, is an alternative Columbia River Bridge being discussed for the west end of the gorge.
- ♦ Who determines EFU lands classifications? What makes a "viable" farm? Ability to divide land into parcels less than 80 acres.
- ♦ What is Rural Residential?
- ♦ Lack of Code Enforcement. Why go through all the changes if the County cannot enforce new or old rules?
- ♦ How flexible are state regulations? What are "givens" under state law?
- ♦ Tri-Met service -- bridge widenings to accommodate buses.
- ♦ Watershed protection measures.
- ♦ Need for more community input into the details of the final product.
- ♦ Coordination with the Gorge Commission?
- ♦ What is the potential for expansion of the Troutdale Urban Growth Boundary?
- ♦ How do UGB and LCDC regulations on CFU and EFU work together?
- ♦ What's wrong with today's zoning? Didn't we just change the zoning 3-4 years ago? Are we changing the only 1 dwelling unit per lot requirement?
- ♦ Land zoned EFU is "locked", cannot give land to kids. 80 acre minimum is excessive.

Questionnaire Responses

A total of 29 questionnaires were completed at the open house or returned by mail. Issues identified include the following. (There is no prioritization associated with the order in which these issues are listed.) A compilation of responses is provided as Appendix D.

1. Retaining the area's existing rural character
 - ♦ Limiting additional development; avoiding being a Gresham suburb
 - ♦ Maintenance of existing zoning
2. Preservation of existing resource uses
 - ♦ Monitoring reforestation
 - ♦ Minimum lot sizes for agricultural lands

3. Opportunities for rural residential development
4. Watershed management
 - ♦ Protection of water quality
 - ♦ Effects of logging on water quality
 - ♦ Water supply
 - ♦ Closure of watershed areas to logging and recreational uses
5. Environmental protection
 - ♦ Protection of Sandy River's Wild and Scenic River values
 - ♦ Regulations on refuse burning
6. Howard Canyon quarry expansion
 - ♦ Conflicts with truck traffic
 - ♦ Noise impacts
 - ♦ Wildlife corridor impacts
 - ♦ Precedent for large industrial uses in a rural area
7. Transportation
 - ♦ Increasing demands on road system
 - ♦ Limit road expansions, e.g. Gordon Creek Road
 - ♦ Road improvements to accommodate additional traffic
 - ♦ Repairs to the Historic Highway
 - ♦ Speeding in Springdale
 - ♦ Adjusting traffic patterns at dangerous intersections
 - ♦ Bus service
8. Land use/zoning
 - ♦ Enforcement of zoning regulations
 - ♦ Zoning exceptions
9. Effects of East of Sandy development on the National Scenic Area
10. Impacts of increased tourism
11. Escalating land values
12. Planning for community sustainability and self-sufficiency
 - ♦ Ensuring adequate infrastructure
13. Law enforcement
 - ♦ Increase in inappropriate/illegal uses
 - ♦ Policing of recreation areas

14. County government flexibility
15. Feasibility of monitored shooting range

G. COMMON THEMES

This section identifies the common themes among the issues identified through the various scoping forums.

Maintaining Rural Character and Related Growth Issues

A significant number of scoping comments advocate preserving the area's rural character. Many respondents fear that continued growth and development could transform the area into a more suburban environment (Troutdale, Gresham and Tigard are cited as examples.) These respondents request that the area be "left the way it is." A number of comments specifically cite the need to control or limit growth in the area, or mention a concern about uncontrolled or excessive growth.

A number of comments recommend maintaining existing zoning and minimum lot sizes, reducing the ability to subdivide, and avoiding exceptions and variances to zoning the incrementally increase densities. Conversely, others note the need for flexibility or exceptions to some zoning regulations so that people may build additional homes on their land for retirement, additional family members or other purposes.

Environmental Protection and Stewardship

Protection and effective management of environmental resources is mentioned by a significant number of respondents. Protecting watersheds, streams, rivers, wildlife and wildlife corridors are most frequently mentioned; also mentioned are forests -- protecting old growth and reducing clear-cutting, open space and vistas.

Transportation

A variety of transportation-related issues are cited. Many respondents do not believe that the area's roads have adequate capacity to handle significant increases in traffic. Several are opposed to adding additional lanes or widening roads. A number of comments address the need for new bike lanes or, conversely, for the need for bicyclists to pay a greater share of the costs of bicycle facilities. Others say that the area should be better served by public transit (buses). Some comment on the need for better enforcement of speed limits.

Howard Canyon Quarry Expansion

Most comments on quarry expansion are opposed to expanding the Howard Canyon Quarry, citing detrimental effects from traffic, noise, air pollution and aesthetic impacts. A few state that the quarry benefits the community.

Enforcement

The need to adequately enforce a variety of local and state regulations governing land use, forest operations (clear-cutting), and other civil or criminal laws is frequently cited in comments from every scoping forum.

Maintaining Farming and Forestry Operations

Comments address the need to maintain viable farming and forestry operations and preserve productive farmland for current and future use. Some cite the benefits of sustainable farming and forestry operations and the value of farm and forest land as open space.

Infrastructure Capacity

A number of respondents are concerned about the ability of the area's infrastructure (including water, sewer, law enforcement and other services) to accommodate future growth.

H. ISSUES RECOMMENDED FOR ANALYSIS

In this section, the issues raised in the various scoping forums are compiled and segregated into three classes:

- a. Recommended for analysis in the Plan;
- b. Recommended for referral to other agencies; and
- c. Beyond the scope of this planning process.

NOTE: There is no specific prioritization to the order in which these issues are listed; rather, they have been organized by common types of issues.

a. Issues To Be Addressed In The Plan

The following is a compilation of issues identified through the various scoping forums that are recommended for analysis in the Plan.

1. Maintaining the area's rural character
 - ♦ Preservation of existing resource uses/conversion of forest and farm lands to rural residential uses

- ◆ Ensuring compact development
 - ◆ Maintaining a low population density
 - ◆ Restricting incompatible uses
 - ◆ Maintaining open space
 - ◆ Maintaining a rural area economy
 - ◆ Cumulative impacts of development
2. Protection of resource lands
 - ◆ Protection of agricultural and forest lands
 - ◆ Minimum lot sizes for farm and forest operations
 - ◆ Conflicts between resource production and resource protection
 - ◆ Providing the potential for small farms
 3. Impacts of growth on community character
 - ◆ Effects of being proximate to other growth centers, e.g. Troutdale and Gresham
 - ◆ Need for vision for Springdale's future role/scale
 - ◆ Effects of tourism on the areas livability
 - ◆ Inundation of summer visitors
 - ◆ Limiting the negative effects of tourism
 - ◆ More tourism-related development to meet increasing growth in tourism
 4. Urban/rural interface conflicts
 - ◆ Conflicts between timber production and rural residential uses, particularly in the Walker Prairie and Aims areas
 5. Protection of watershed values
 - ◆ Protection of significant streams and their tributaries for water quality and flood control purposes
 - ◆ Cumulative impacts of roads, construction, logging, and agricultural practices
 - ◆ Need for surface water management measures to control runoff
 - ◆ Preservation of salmon habitat
 - ◆ Restoration and improvements to riparian areas
 - ◆ Adequacy/protection of water supply
 - ◆ Protection of streams from agricultural runoff pursuant to Statewide Planning Program Goal 6 (Water Quality) and Goal 7 (Natural Hazards)
 6. Protection of State Scenic Waterway/Wild and Scenic River Values
 - ◆ Coordination of planning efforts to protect scenic waterway values
 - ◆ Compatibility in regulations
 - Coordination between County zoning/development regulations and State permitting process
 - Need for regulations to protect scenic waterway values, e.g. setbacks (from the rim), measurable standards for filtering, vegetation cutting, low limbing and re-planting

7. Preservation of natural areas/wildlife habitat
 - ♦ Maintenance of wildlife corridors along the area's waterways (Buck, Trout, Big, Gordon, Howard Canyon, etc.) at an adequate size to accommodate wildlife movement through more developed areas
 - ♦ Protection of old growth, e.g. along Gordon Creek
 - ♦ Identification/protection of bald eagle habitat
 - ♦ Need for inventories of significant flora and fauna
 - ♦ Cumulative modification of natural habitats
8. Protection of scenic values/open space
 - ♦ Visual resource management in the Sandy River Gorge
 - ♦ Vegetative screening of roads
 - ♦ Protection of scenic vistas
 - ♦ Signage
9. Protection of cultural resources
 - ♦ Identification and protection of archaeological and historic resources, e.g. in the Ames area
 - ♦ Conflicts among users of the Historic Columbia River Highway
10. Increasing demands on and costs of services (schools, fire, law enforcement, etc.) and infrastructure (water, sewer systems, etc.)
 - ♦ Sewers to Springdale and Corbett areas to protect groundwater
 - ♦ Maintenance of existing infrastructure
11. Transportation system
 - ♦ Conflicts between recreational and commercial traffic, especially on narrow roads such as Knierim and Howard Canyon
 - ♦ Design of potential future roadways to reduce impacts to the natural environment
 - ♦ Construction/maintenance of roads in geologic hazard areas
 - ♦ Accommodation of increasing bicycle traffic
 - Provision of bicycle safety lanes on all newly constructed, reconstructed or relocated roads
 - ♦ Safety for pedestrians, bicyclists and equestrians
 - Speeding through Springdale and in other residential areas
 - ♦ Need for Tri-Met or other transit services
 - Need for bridge widenings to accommodate buses
 - ♦ Increasing demands on road system/capacity to accommodate additional growth
 - ♦ Need for repairs to the Historic Columbia River Highway
 - ♦ Adjusting traffic patterns at dangerous intersections
 - ♦ Location of Mt. Hood Parkway to avoid development pressures on east county

12. Recreation Uses/opportunities
 - ◆ Conflicts between bicyclists and cars/trucks
 - ◆ Access to Dabney State Park and other points on Sandy River
 - ◆ Use of gravel pit at base of Gordon Creek Road for parking
 - ◆ Problems with parking on road shoulders
 - ◆ Development of hiking trails
 - ◆ Accommodation of equestrian uses
 - ◆ Use of natural resource areas for recreation purposes
 - ◆ Inappropriate recreation uses, e.g. shooting and ORVs
 - ◆ Feasibility of monitored shooting range
13. Howard Canyon quarry expansion
 - ◆ Traffic impacts and conflicts between quarry truck traffic and other road users
 - ◆ Effects on area's livability, e.g. noise impacts
 - ◆ Effects on water quality of Big Creek and Howard Canyon Creek
 - ◆ Effects on Howard Canyon wildlife corridor
 - ◆ Role of quarries in providing lower-cost materials for local road maintenance and construction
 - ◆ Setting of a precedent for large industrial uses in a rural area
14. Effects on gravel operations other than the Howard Canyon quarry
15. Zoning
 - ◆ Retaining current zoning
 - ◆ Limiting small lots
 - ◆ Avoiding incremental rezoning through exceptions
 - ◆ Need to re-examine zoning when it was recently adjusted
 - ◆ Flexibility in zoning and permit requirements
 - ◆ Flexibility in hardship cases or where land is obviously unsuitable for farm or forest
 - ◆ Loophole in definition of "parcel"
 - ◆ Zones which split properties
 - ◆ Rezoning properties currently zoned CFU/EFU but which are in rural residential use, e.g. Trout Creek Road/Gordon Creek area
 - ◆ Education on planning regulations
 - ◆ Home occupations
 - ◆ Legalizing roadside stands
 - ◆ Growth in cottage industries in the Corbett area
 - ◆ Shooting ranges as conditional uses
 - ◆ Removal of requirement for bond ensuring removal of health hardship trailer after the need for the trailer ends
16. Code/zoning enforcement
 - ◆ Existing buildings and uses which do not conform with zoning
 - ◆ Use of GIS to document past violations

17. Common land use issues between the West Hills and East of Sandy River Plans
 - ♦ Forcing uses out of one planning area into another, e.g. mining
18. Urban Growth Boundary (UGB)
 - ♦ Effects of UGB expansions on west side of Sandy River
19. Commercial Development
 - ♦ Providing for additional commercial development to serve increasing tourist traffic
 - ♦ Limiting additional commercial development
 - ♦ Designing commercial development to front on highways, with parking in rear (per Transportation Planning Rule)
 - ♦ Commercial property being used for residential development
 - ♦ Limit commercial zones to commercial uses
 - ♦ Consideration of design plan for Corbett Rural Center
20. Rural residential development
 - ♦ Maintenance of rural housing stock
 - ♦ Limiting the size of new dwellings
21. Effects of land uses on fire prevention/emergency services
 - ♦ Access restrictions resulting from mixed land uses and narrow private roads
22. Coordination with National Scenic Area (NSA)
 - ♦ Expansion of the planning area to include the NSA
 - ♦ Protection of NSA values
 - ♦ Protection of Corbett scenic values
 - ♦ Effects of development within the planning area on the NSA
 - ♦ Accountability of State for increased tourist traffic due to NSA
 - ♦ De facto pressures on lands adjacent to NSA for uses that are restricted within the NSA
 - ♦ Consideration of design plan for Corbett Rural Center
23. Public Safety
 - ♦ Adequate Sheriff's patrols
 - ♦ Increase in inappropriate/illegal uses
 - ♦ Uncontrolled shooting, refuse dumping
 - ♦ Policing of recreational areas
24. Community involvement
 - ♦ Need for ongoing community input into the plan

b. Issues To Be Referred To Other Agencies

The following are issues over which the County has no regulatory authority. It is recommended that these issues be forwarded to the appropriate federal or state agencies, with a request for formal response.

1. Forest lands
 - ♦ Regulation of timber production and harvest activities
 - ♦ Enforcement of requirements for replanting
2. Access to Bull Run and upper Gordon Creek watersheds
 - ♦ Illegal entry
 - ♦ Bicycle and pedestrian access into Gordon Creek watershed
 - ♦ Development of enforceable environmental regulations for these watersheds
3. Larch Mountain
 - ♦ Illegal shooting
 - ♦ Closure of Larch Mountain Road into old gravel pit (Spring Camp); return to natural state
 - ♦ Closure of Palmer Mill Road and other access roads
 - ♦ Garbage dumping
4. Incentives for small businesses and cottage industries
5. Instream water rights

c. Issues Beyond the Scope of the Plan

The following issues are beyond the scope of this planning effort. It is recommended that these issues be dropped from any further consideration.

1. Escalating land values
2. Property rights
3. Ability of NEMCCA to represent the area's residents
4. Involvement of SWCD and watershed groups in stream monitoring/protection
5. Bicyclists' behavior
6. Potential for an alternative Columbia River Bridge at the west end of the NSA
7. Government distrust

8. Promotion of sustainable farming and forestry practices

JO:rm eastsum

APPENDIX A: COMPILATION OF AGENCY SCOPING QUESTIONNAIRE RESPONSES

Number of responses: 7

Respondents:

- ♦ Multnomah County Sheriff's Office
- ♦ Columbia River Intertribal Fish Council
- ♦ State Historic Preservation Office
- ♦ Mt. Hood National Forest
- ♦ Oregon Department of Transportation
- ♦ Oregon Division of State Lands
- ♦ Metro Regional Parks and Greenspaces Department

1. What are the three most significant issues that should be addressed in planning for the East of Sandy rural area?

- ♦ 1) Police protection; 2) fire/medical; and 3) search and rescue.
- ♦ 1) Preservation of salmon habitat; 2) preservation of cultural resources; and 3) growth that minimizes the depletion of natural resources.
- ♦ 1) Survey and inventory of properties over 50 years of age; and 2) designation of historic resources.
- ♦ 1) Law enforcement, i.e. shooting, illegal refuse dumping, vandalism, burglary; 2) land use planning and zoning; and 3) protection of green spaces.
- ♦ 1) Bull Run Watershed; 2) drinking water supply for Portland; and 3) failure of dams - potential?
- ♦ 1) Activities on state lands.
- ♦ 1) Watershed-scale protection of significant streams and their tributaries for water quality and flood control purposes; 2) maintaining the big game wildlife corridors along the tributaries that connect Larch Mountain and the Bull Run Reserve with the Sandy River Gorge (i.e., Buck, Gordon, and Trout Creeks); and 3) protection of the portion of the Sandy River designated Wild and Scenic.

What other issues should be addressed?

- ♦ Planning long range (7 generations).
- ♦ Archaeological sites and historic archaeological sites.
- ♦ Water quality problems - field runoff - sediment and related agrichemical contaminants.
- ♦ Historic Columbia River Highway is on the National Register of Historic Places and serves both local access and tourist traffic. Conflicts with multiple users (motor vehicles, bikes, pedestrians) on narrow roadway without many alternative routes.
- ♦ Protect viable forest and agricultural lands so that these uses can continue at healthy and sustainable levels. Protection of water quality from non-point pollution.

2. What are the regulatory or other opportunities that will help us address these issues?

- ♦ Few.
- ♦ 1) Working with DEQ, local Conservation District; and 2) present policies are failing especially as no. of shrub nurseries have expanded. Tremendous amounts of soil are being lost; 3) Coordinating and improving law enforcement capability.
- ♦ National Historic Preservation Act - Section 106 - process helps identify adverse impacts to cultural resources. ORS 366.550 created Historic Columbia River Highway Advisory Committee to make recommendation on HCRH to ODOT and OPRD.
- ♦ If a review of the National Wetlands Inventory finds the plan includes wetland areas, under the Oregon Removal-Fill Law (ORS 196.800 - 196.990), removal, filling, or alteration of 50 cubic yards or more of material within the bed or banks of the waters of this state requires a permit from the Division of State Lands. Waters of the state include the Pacific Ocean, rivers, lakes, most ponds and wetlands, and other natural water bodies. Pursuant to ORS 273.225 - 273.241, 274.525 - 274.590, and OAR 141-14-070, 141-14-020, applicants will need to obtain a royalty lease or license from the Division prior to removing any material from Division-owned lands within the plan area. If the proposed plan affects land owned or regulated by the Division, according to ORS 274, applicants must have an easement or license for the use of these lands.
- ♦ Omnibus Oregon Wild and Scenic Rivers Act of 1988; Sandy Wild & Scenic River and State Scenic Waterway Management Plan; Oregon Forest Practices Act; Oregon Forest Practice Water Protection Rules; Oregon Department of Fish and Wildlife Sandy Basin Fish Management Plan (in progress); Senate Bill 1010 from 1993 OR legislative session: agricultural nonpoint source pollution program; Multnomah County Natural Area Protection and Management Plan; USFWS Record of Decision for amendments to Forest Service and Bureau of Land Management Planning Documents -- Standards and Guidelines, April 1994; Handbook for Prioritizing Native Salmon and Watershed Protection and Restoration, Review Draft 4/5/95; Washington State Buffer Requirements for Protection of Water Quality in Wetlands and Other Waters of the State; and Coordinate Comprehensive Plan components and ordinances with the Sandy Wild & Scenic Management Plan.

3. What are the regulatory and other constraints that will make it difficult to address these issues?

- ♦ Many.
- ♦ 1) Entrenched policies of agriculture runoff controls allow excessive sediment and contaminant loading in streams. This affects downstream areas of Gordon Creek and the Sandy River. Present farm conservation plans (SCS) don't appear to be effective -- will be opposed by local farmer organizations.
- ♦ Cannot widen HCRH without creating adverse impact on cultural resource. Need management and education for users to co-exist (share the road).
- ♦ Lack of an agricultural Practices Act at the State Level, and lack of established instream water rights.

4. **How can we best inform and involve in the planning process those persons and organizations that may have an interest in the East of Sandy River Rural Area Plan?**
- ♦ Reimburse them for their expenses incurred, if you want to hear what "they" have to say. ("They" = the tribes or their designees).
 - ♦ Hold meetings like this one - consider local grange halls.
 - ♦ The County should establish a program to protect streams in agricultural areas (see previous public testimony for Howard Canyon Reconciliation Report). Encourage state to grant instream water rights. Increase enforcement of existing rules, regulations, laws pertaining to hunting, target practice, dumping, camping. Organize County's Comprehensive Plan on a watershed basis.
5. **Other comments or suggestions?**
- ♦ Your letter is addressed "to Local, State and Federal Agencies." We are a technical group serving Four Sovereign Nations. These nations are not "agencies." You could more accurately call us a "Tribal agency."
 - ♦ Consider grant application to SHPO to carry out survey, inventory and designation.

APPENDIX B: COMPILATION OF STAKEHOLDER SCOPING QUESTIONNAIRES

Number of Responses: 8

Respondents:

- ♦ Bicycle Transportation Alliance
- ♦ Friends of the Columbia Gorge
- ♦ Oregon Trout
- ♦ Troutdale Historical Society
- ♦ Longview Fiber Company
- ♦ Corbett Community Association
- ♦ Guardians of Larch Mountain
- ♦ John Christensen

1. What are the most significant issues that should be addressed in planning for the East of Sandy rural area?
 - ♦ Connectivity to City of Portland's bicycle master plan - bike lanes; bike lanes on all newly constructed, re-constructed or relocated roads; and compact development.
 - ♦ How to halt conversion of forest and farm land to residential subdivisions/inappropriate urban and suburban development; how to maintain the area's rural character; and how to halt inappropriate land division.
 - ♦ Water quality. Maintaining watersheds such as Trout and Gordon Creek in decent shape before they are destroyed like Beaver, Johnson, and Fairview Creeks west of the Sandy River.
 - ♦ Good road screening; protect vistas; and consistent signage.
 - ♦ Minimize the housing/timberland conflicts; trash dumping problems; and access to rock for roads.
 - ♦ Maintaining and enhancing the livability of our rural, farm/forestry, family oriented community, e.g. safe, usable roads for pedestrians, equestrians and bikes; enforcement of existing land use and environmental laws - we see a lack of compliance among some property owners; and maintaining the UGB boundaries - keep current zoning rules - maintain farm/forest character of our community.
 - ♦ Preservation (plus expansion) of open space. Associated with it: better zoning code enforcement; protection of streams, restoration and improvements of riparian areas, enforcement of codes; and protection and discouragement of suburbanization east of Sandy River through disallowing any form of subdivision of lots, maintaining current zoning, and abstaining from building new roads.
 - ♦ Preservation of the existing rural character of the area, i.e., maintaining a low population density, restricting uses incompatible with a rural area (housing developments, commercial and industrial uses, intrusive and polluting recreational uses such as off-road vehicles, shooting ranges, etc.); promoting sustainable agriculture and forestry practices on private land (e.g., promoting selective thinning of tree stands as

opposed to clearcutting, using existing agricultural sites as opposed to clearing forests for agriculture); and preserving and enhancing natural areas, including plant and wildlife habitats. It is important that future generations of both local residents and citizens of the Portland Metro Area have ready and close access to contact with nature, which is related to the health and well-being of the community. Recent health studies are establishing a link between contact with nature and benefits to the immune system.

- ♦ Roads should not be widened to accommodate more cars.
- ♦ Cumulative effects of development on the area and how to address these effects.
- ♦ Always a scenic highway. Minimal signage.
- ♦ Recognition and protection of Howard Canyon as wildlife corridor for elk migration.
- ♦ Other issues include maintenance of the existing infrastructure of roads, utilities, and public services such as Sheriff's patrols.

2. What are the opportunities that will help us address these issues?

- ♦ Coordinate with Mia Birk at Bike Program (823-9082) for Master Plan. Refer to the Oregon Bicycle and Pedestrian Plan. Call Michael Ronkin for copy (503/986-3555).
- ♦ Support for keeping Oregon livable. Support for forests and farms. "Now or never" - if we don't do it right it will be too late in the future.
- ♦ Land swaps, especially timberlands for ecologically valuable riparian areas.
- ♦ If houses are built in the timber zones, keep the building site away from the property lines. Allow Raymond Smith to open the only private commercial rock pit in the area. Keep dumping fees reasonable. Aggressively fine people caught dumping trash.
- ♦ Develop a pamphlet, to be mailed to all residents, that will state land use and environmental rules and responsibilities - too often land owners don't know or claim they don't know the law and neighbors feud over their interpretations of rules - we need a basic, plainly stated reference to address this problem.
- ♦ The Sandy River as natural UGB border. Current 80-acre zoning. Historic forest/farm usage of the area (including highly productive small-scale farming/forestry). Existing housing and income patterns in the area do not depend on fundamental changes to sustain themselves in the future: the only pressure for change currently comes from out-of-area real estate interests.
- ♦ The opportunities that will help us address these issues are the provisions of the current comprehensive land use plan. Specifically, we should maintain the existing minimum of 80 acres for lot size on new home construction. We should tighten the definition of "secondary uses" of land that has been used to allow exceptions in approving smaller lot sizes. These exceptions pave the way for eventual expansion of the urban growth boundary. The current eastern extent of the Portland Metro Area urban growth boundary should be maintained at the Sandy River. We have an opportunity to think very long range in our planning, e.g., the next 50 to 100 years.

3. What are the constraints that will make it difficult to address these issues?
- ♦ Developers and old-world engineers will want cookie-cutter solutions for roads.
 - ♦ Severe development pressure for the area. Land speculation/speculators. Political climate.
 - ♦ Private ownership of riparian areas. Lack of incentives for landowners to forgo short term gain for long term public benefits.
 - ♦ People want to move to the country in increasing numbers. Time and money to run program. People don't want commercial operations next to their houses, even if it was there before they were.
 - ♦ Intense real estate pressures by developers and individuals who feel the government is denying them their "property rights", which often times is interpreted as the right to destroy or damage their land with no concern for the impact on their neighbors.
 - ♦ Greedy land owners and real estate interests who already have established a clear pattern of: CLEAR CUT, SELL, DIVIDE and BUILD, then split and leave the damage to the community left behind ("Troutdalization"). Lack of zoning enforcement: an inventory/survey by the county is needed to address the widespread code violations of not removing temporary (trailer) housing, after new buildings are finished. This practice erodes density controls.
 - ♦ Constraints in addressing these issues include the pressure from the Homebuilder's Association, developers, realtors and others who stand to gain financially from suburbanization of this area. Other constraints are those landowners who want to reap a profit from subdividing their land without regard to the negative impact on the community of greater population density.
4. How can we best inform and involve in the planning process those persons and organizations that may have an interest in the East of Sandy River Rural Area Plan?
- ♦ Mailing to owners in the area - the planning process will affect their quality of life. What do they want for the future - urban sprawl or another way?
 - ♦ Put an article in the local papers (Oregonian - Metro East, Sandy Post, etc.).
 - ♦ Develop the pamphlet as explained in question 2 and listen to residents and groups whose interests are in preservation, not destruction, of our rural way of life.
 - ♦ Prioritize involvement of stakeholders, and other from within the rural area to be planned for, i.e. emphasize the weight of opinion from within, rather from outside the area. Simplify the language and process for the widest possible participation.
 - ♦ Those persons and organizations with an interest in this area can be kept informed with newsletters updating us about the planning process and alerting us to key meetings. Representatives of local organizations such as NEMCCA, the Friends of Larch Mountain, and other local groups interested in land use should be involved in the ongoing discussions that will shape this plan.

5. Other comments or suggestions?

- ♦ What happens in this area will affect the Columbia Gorge NSA, and those effects should be considered.
- ♦ Maintain the distinct rural character for the East of Sandy Rural Area!
- ♦ I suggest you make available to local residents the tools we need to give informed input into the planning process, including state legislation (and proposed changes in legislation) affecting local land use plans, maps, plans submitted by other interest groups, etc. If there is any computer software available for us to use, that would help us. Also, for those of us with Internet connection, having e-mail addresses and forums for ongoing electronic communication would be helpful.

APPENDIX C: COMPILATION OF NEWSLETTER QUESTIONNAIRE RESPONSES

Number of Responses: 40

1. What are the most significant issues that should be addressed in planning for the East of Sandy rural area?

- ♦ The significant issue is leave the area as is.
- ♦ Maintain present land use and zoning laws. Rural center area of Springdale and possible commercial development (because of the tourist traffic on Scenic Highway visiting the Columbia River Gorge NSA) is an issue. Store fronts should abut the Highway with parking lots in rear.
- ♦ I think we need to look at the county having its eye on this area for future expansion of housing developments and business. Our family opposes such measures.
- ♦ The most significant issue is who owns the property, the people or the government? We are regulated to death. Nothing can be done or built or revised without County permission, many times taking a year's time, creating unnecessary hardship on the owners.
- ♦ I want: no development; no zoning changes to smaller lots; Bull Run area off limits to the public.
- ♦ The guardianship of the land for all should be considered. Good farmland should remain so. Areas adjacent to the scenic Gorge area should remain inviolate to development or zone changes in that direction.
- ♦ Maintaining a rural based economy, zoning and environment. More education for Corbett residents about rules, regulations and laws pertaining to the area. Preservation of existing services such as roads and expansion of protection for water.
- ♦ Save use of the roads for all users; pedestrians, bicyclists, equestrians. Enforcement of existing county, state and federal laws. Pressure including real estate, tourism and Portland area residents who come out to area.
- ♦ I am very concerned about the expansion of Howard Canyon Road Quarry. If allowed to expand, it will adversely affect my property value and life style. I have a horse boarding facility and the traffic created by the trucks are a real hazard. There are no horse trails or shoulder on the roads and to get to horse trails we must use the roads. The trucks are a major danger.
- ♦ To protect and preserve for private forest land owners their ability to fully manage their timber lands for timber resource production.
- ♦ No pit! Stop the gravel pit. The big trucks are using up the narrow roads. The trucks are using Knieriem and Howard roads.
- ♦ Save - do not touch - old growth. Well managed hiking trails. Retain all green space.
- ♦ Do not allow the gravel pit in Howard Canyon to increase in size.
- ♦ To protect the beauty of the area. Some people buy land out there that is surrounded by lush green forests only to have a "neighbor" (individual or company) clear cut.

- ♦ Expansion of the existing quarry in Howard Canyon and the impact it will have on the area. The truck traffic and the effect on safety, adequacy of roads to carry loads, noise factors, and the effects on livability of the area.
- ♦ Expansion of the Howard Canyon Gravel pit and the danger to the public due to the thousand more gravel trucks racing around on the narrow, winding, and often steep roads in the Corbett area, that obviously were never designed to carry that kind of weight, including bridges and culverts.
- ♦ Absolutely no more building! To preserve the integrity of the Sandy River area, the building/setting up of "modular homes" etc. has got to cease. I would hate to see Springdale become another Troutdale.
- ♦ Keeping the Columbia River Gorge in its present state. Development east of the Sandy River would add too much pressure and traffic in the Gorge, and destroy one of the most beautiful areas in the Northwest. Also there is no infrastructure to handle development.
- ♦ How best to maintain a rural, as opposed to a recreational, flavor. These are our homes and most people here do not wish a lot of development, including "bike paths."
- ♦ Expansions of Howard Canyon gravel pit and impact on road safety. Subdivision of property (into tract housing.) Protection of scenic quality of Corbett (no commercial development or housing projects.)
- ♦ I feel that the expansion of the quarry in Howard's Canyon needs a thorough addressing and in-depth study.
- ♦ Keeping this area rural. Currently homes are being built on small parcels. Retaining wildlife areas such as the river reserves (scenic waterway) and finding new areas to reserve.
- ♦ Maintaining the rural integrity of the area. Not allowing exceptions to zoning laws (cutting up parcels). Do not allow investors in or out of the area to carve up land for development purposes (I know this sounds redundant but please get the point).
- ♦ The Howard Road gravel operation that puts local residents at risk due to heavy traffic on a narrow country road. Is there really a permit on file to allow this large of an operation to go unchecked year after year? The county says no but the many daily trips continue.
- ♦ Inconsistent property rights - one of the issues that so divide the community - one trip, one location, one charge, in the permit process. Honorable, polite, considerate inspection.
- ♦ Adherence to state and federal laws which govern land use planning and educating the unknowledgeable east county residents what those laws are for, how to work within their constraints. Perhaps a mailer summarizing the provisions of the state land-use laws and explaining the role of the counties within those laws could be mailed to this population. Without understanding, the residents will only hunker down and resist every attempt to bring the county plan up to date.
- ♦ Stop expansion of Howard Canyon gravel pit, expansion will create too much traffic and is a very big safety concern. Keep the zoning laws - do not allow more small lots. Enforce the laws we now have - when there's no enforcement, there's no laws. No expansion of Springdale and Corbett business areas - we have the whole metro area

- to shop. We must leave places available for wildlife and streams - one area is being logged heavily with no thought to the animals, birds and fish who can't move.
- ♦ Keeping agriculture alive, not turning our farm lands into housing projects or building sites. Using already divided parcels for residents not allowing the dividing of larger parcels.
 - ♦ The rights of the people who live in the East of Sandy area versus the desires of the much greater population of the Portland area. The role of NEMCCA in the process.
 - ♦ Preservation of wild and scenic area in entire region east of Sandy River! What a shame it would be to see more homes built on Chamberlain Hill, and homes crowding the shores of the Jewel of Multnomah County...the Sandy River Gorge. Do you really want East Multnomah County to look like North Clackamas County?
 - ♦ Support of current and creation of other factors which make ownership of small acreage viable and provide the opportunity for that ownership to be profitable. Property in rural areas where the owner both lives and works is likely to be better cared for.
 - ♦ Keeping the UGB west of the Sandy and away from Ames area. Quarry operation - monitoring level of use, environmental degradation. Resisting efforts to re-zone into much smaller acreages. Protecting streams and wetlands. Enforcing replanting of clearcuts. County enforcement of zoning ordinances, clarification of what's allowed. Tri-Met - some kind of operations out here.
 - ♦ Maintaining rural character and commercial forest woodlots. Protection of streams and riparian areas and wildlife corridors such as Gordon Creek which is the only really undeveloped corridor leading from Bull Run and Larch Mountain to Sandy River at Oxbow Park. Protection of BLM old growth along Gordon Creek. Either provide bicycle lanes or prohibit bicycles on these narrow, curvy roads.
 - ♦ Be more realistic about what is zoned Exclusive Farm and Commercial Forest. Allow for some flexibility.
 - ♦ The bicyclists who come to our community anonymously and ride down the middle of the roads 2 and 3 abreast holding traffic to 20 mph -- therefore impinging upon the rights of the local people -- with no recourse to those people.
 - ♦ Preservation of the existing rural character. Restrict further subdivision of current lots to prevent housing developments and the subsequent increase in population density that leads to suburbanization. Restrict commercial and industrial uses that are not compatible with the rural character of the area because they are intrusive (e.g. noisy, polluting), a threat to the natural and scenic resources that should be preserved for future generations, or a burden on the existing infrastructure. The proposed expansion of Howard Canyon quarry operation is a case in point. Preservation and enhancement of streams, forests, wildlife habitats, watersheds and undeveloped open spaces. These resources are what currently distinguish the east of Sandy River area from the surrounding urban area, and contribute to its rural character. Presently, many Portland metropolitan residents retreat to the nature of this area and consider it a vital component to the "livability" of the metro area. In twenty years, appreciation will be of a much greater magnitude, as open space becomes a premium inside the urban growth boundary. Promote sustainable agriculture and forestry practices on private

land already designated for such uses. Sustainable must be emphasized, with a goal towards providing the local community and metro area with selective food and agricultural products. Keep small working farms a land use option. The desire for fresh food products that do not have to be transported great distances is likely to increase in the future when there are a greater number of people, and transportation time and costs increase due to population density and dwindling fossil fuel resources.

- ♦ Limit growth of population and the parcelization of existing land. Streets are not developed enough to handle traffic. Stop logging!
- ♦ The Forest Service intends to initiate an area plan for the Larch Mountain area later this summer or early fall. The planning area would likely be the Bridal Veil and Multnomah Creeks watersheds. The primary issue driving the Forest Service to plan for this area is inappropriate recreation use, e.g. shooting and OHV use.
- ♦ Stop the development of the Howard Canyon Open Pit Gravel Mine. Eliminate clearcutting practices. Maintain current land zoning laws and tighten the laws concerning the use of manufactured homes. Develop specific greenspace rules that are clear and enforceable. Enforce current land use laws especially concerning riparian habitats. Develop comprehensive noise pollution standards that are enforceable.
- ♦ Getting government out of the area and out of our lives.

2. What are the opportunities that will help us address these issues?

- ♦ There are no opportunities - leave the area alone.
- ♦ No major commercialization east of the Sandy along the Scenic Highway has occurred. We could affect the look along the Scenic Highway, especially in Springdale. The state has a plan, let's discuss it.
- ♦ We have to have meetings and air all views.
- ♦ The opportunity always exists for County regulators to bow out and let the people run their own affairs.
- ♦ Meetings.
- ♦ Speak English! Public meetings are the "opportunities" to address these issues.
- ♦ Educational gatherings offered at schools, grange, and other public areas. Informational mailing to all residents addressing rules, regulations, zoning and other pertinent laws related to the area. Education supporting sustainable rural based economics.
- ♦ This planning process. Improved coordination between county and state.
- ♦ Keep the Quarry zoned and restricted the way it is. Already we have more than enough truck traffic from the quarry.
- ♦ Recognition that true, sustainable wealth that supports our economy comes from products grown from soil and water with the sun's energy.
- ♦ Close the pit because most pits become garbage dumps when they are finished.
- ♦ Develop a traffic study of the area to determine what the roads can handle.

- ♦ There must be tax laws or something that makes it monetarily advisable for these people to denude their land even if it's a few acres. How about giving a tax break to people who leave it natural.
- ♦ Many residents already appeared at County hearings to voice concerns and objections over these matters. Further unbiased studies on noise and traffic should be conducted.
- ♦ Corbett area is one of the most scenic and visited areas in Oregon. Visitors would be sharing the Scenic Highway and other area roads with thousands of loud, dusty, and possibly dangerous dump trucks. The natural and scenic preservation of this area should be an example of care and concern.
- ♦ Stop the growth/sprawl of the subdivisions that are eating up each strawberry field up to the Sandy Gorge! Notice that waterfalls in the area are mudslides due to poor handling of runoff. Landslides along Stark and Historic Highway increase, etc.
- ♦ The biggest opportunities in this area are recreation. From fishing in the Sandy River to hiking in the Gorge. It's close to Portland for anyone to enjoy. But development would destroy most recreation opportunities.
- ♦ Public forums.
- ♦ Community involvement in planning for future population expansion that threatens east of the Sandy (keep our area rural) - please involve residents, Sierra Club, environmentalists in preserving this valuable area, over commercial interests.
- ♦ I feel that a study of the increased traffic and road wear and tear has to be addressed in relationship to the expansion of Howard Canyon.
- ♦ Now for wildlife reserves, plus trails for hikers and horse riders, before such areas are gone (i.e. homes on.) Programs to help people save/create wildlife habitat.
- ♦ The present codes are largely adequate. Since you are reconsidering the plan, perhaps making it more difficult to divide land for investment profit. If a person petitions to divide his or her parcel for legitimate family use, they rather than some investor/developer should be considered. However, there should be a good reason (hardship, work proximity, business) to approve even this.
- ♦ Monitor traffic (including Sundays) to assess use. Require records from operator documenting amount of rock going out. Request IRS records to verify that amount being sold is accurate.
- ♦ Hopefully, open minds.... Address eroding property rights for all and not just a knee-jerk reaction to the NIMBY group - don't contribute to hate by cramming the ideas of a few down the throats of the many.
- ♦ See above. An understanding of why the farm owners cannot divide their lands into little pieces for their children is important. An understanding of why the agricultural and forest lands must be retained regardless of whether they are currently being farmed or harvested must be conveyed. Perhaps a short slide show of examples of unregulated development would be useful in obtaining this understanding. An explanation of how big outside money can undo their good intentions.
- ♦ Keep zoning laws - enforce all environmental and land use laws. Educate property owners to their responsibilities of ownership. Develop a pamphlet to state rules and regulations with phone numbers and agencies to contact for questions and complaints.

Require an extensive traffic management study to determine the impact of the gravel pit traffic. Develop horse trails for safe riding.

- ♦ Having a planning commission that will listen to the people.
- ♦ It seems to me that every government body has the opportunity to address these issues every time it sits down to deliberate an issue. Many times, it seems that the decisions are made by officials, both elected and non-elected, who are more concerned about the effect of their vote on their political future than on the people they are supposed to represent. It would take a very strong person to stand up for the rights of the minority who live east of the Sandy at the expense of irritating the majority who live in the greater Portland area. Unfortunately, this kind of integrity is rare.
- ♦ Confine urban development to west side of Sandy River. Concentrate development close to Gresham and Troutdale where urban services are less costly to provide and currently exist with capacity to expand!
- ♦ Seriously evaluate the practicability of making even 40 acre units viable for making any kind of living or significant income on either farming or timber. Recognize the need and option for rural residential.
- ♦ People sitting in downtown offices making decisions (like CFU 80 recently) that affect the lives of the people out here negatively and without compensation. (I had a 40 acre piece zoned MUF19 that just went to CFU 80 so lost a building site.) It appears that these things are done so that city folks can enjoy their Sunday (drives and rides) outings at the local people's expense and inconvenience. That is how it feels anyway. We have been taking good care of the area for a long time.
- ♦ The opportunities that will help us address these issues exist for the most part in current land use planning provisions. The firm establishment of the Sandy River as the eastern urban growth boundary, the existing minimum of 80 acres lot size for new home construction on CFU zoned land, a reduction in conditional use/variances granted, an increase in enforcement of existing zoning code provisions, and a comprehensive long range rural plan that is well executed are necessary.
- ♦ Support Gorge Commission decision on limited use and abuse of scenic area.
- ♦ The Forest Service would like to communicate/cooperate with Multnomah County as much as is appropriate with these planning efforts. The FS will develop rather specific strategies for recreation management and resource protection and enhancement for National Forest lands. County and FS cooperation could lead to more comprehensive strategies for management of the area.
- ♦ Develop a pamphlet with a clear presentation of current enforceable laws concerning land use and property use in this area with full distribution. Such a document should be sent to each new arrival to the area. Do a complete inventory of streams and wildlife in this area so that we have a base to know what exists to preserve. Prioritize an enforcement budget for staff and the means to enforce existing laws. The county needs to form liaisons with pro-active community organizations that know the existing laws and are interested in preserving a high quality of life.
- ♦ Republicans in office.

3. What are the constraints that will make it difficult to address these issues?

- ♦ Septic tank use will constrain business development unless their use is done wisely. Municipal sewage treatment should not be a part of a rural area. Perhaps in some cases a joint gray water disposal system could be worked out.
- ♦ No constraints unless people can't get to the meetings.
- ♦ Politics.
- ♦ People who don't want their ox gored, i.e. clear cutters, rubber tire burners, weekend shooters from out of the area who shoot up private property.
- ♦ It will be difficult to address these issues if we are all tied and gagged and unable to attend the meetings to discuss the issues.
- ♦ Real estate values skyrocketing. Lack of knowledge of "alternative" agricultural practices and markets that are expanding and could enhance the rural economy. Greed, ignorance, divisiveness of issues. Lack of enforcement of existing zoning and other regulations.
- ♦ Jurisdictional turf. Magnitude of "outsiders" political force in relationship to Corbett area and its fragile environment.
- ♦ Probably people who want to make a large profit without regard of their neighbors.
- ♦ Overcoming the simplistic view that the forest should be carved up and allocated to single purpose usage rather than treating the forest with a balanced approach, where opportunities for wildlife, water, recreation, and timber production can coexist.
- ♦ Money speaks in America.
- ♦ It feels like the plan is to expand the quarry no matter what citizen input there has been. The constraints are undoubtedly money and having to seek rock from other sources. However, local residents I believe should be considered.
- ♦ State planning goals protect gravel mining as much as significant scenic areas. That is totally absurd in this area. This gravel pit is within a couple thousand feet of the National Scenic Area and the dump trucks used to take the gravel out of there would run right through the middle of the scenic areas. Are the planners and politicians addressing this situation out of their mind?
- ♦ What can we do to constrain greed? Ignorance?
- ♦ There is no infrastructure east of the Sandy River. There is only one main road, the Scenic Highway which is icy most of the winter and closed quite often. The terrain is up and down and couldn't handle development. The schools are too small for development also. There's no employment opportunities either.
- ♦ In recent attempts by numerous residents to address our concerns re: Howard Canyon, it was clear that the planning commission sided with the Smith family. We have fought this for 15 years. It seems that concerns about county grange was more important than resident concerns. I am very concerned about new regulations that supersede LCDC laws.
- ♦ Real estate brokers. Money.
- ♦ Big money interests (small fry lobbyists) make it difficult to maintain the area. There is great pressure to spoil the beauty and country atmosphere.

- ◆ Cooperation of operator. Residents (most who aren't related) have fought mega-development of this site for at least 25 years. Now county planning is waffling Removal and hauling go unmonitored. Residents pay with dangerous traffic and no tax help from "under the table" operation.
- ◆ No community representation - we must have one voice that truly speaks for the majority of the folks, one person whom the majority trusts.
- ◆ Suspicion of government and regulations; a resistance to recognition that change will occur whether planned or unplanned; a suspicion of all planning activities and planner; a "we-they" underlying attitude. A background experience of the residents that government regulations are against their interests, unfriendly and costly. Do you have any showcase examples of good results?
- ◆ Greedy property owners who feel they can do anything on their land without regard to the impact on their neighbors or the future.
- ◆ Developers and real estate agents using their money, power and influence to pull strings to develop our farm lands into housing projects or divide land that can't be divided by the average resident or farmers.
- ◆ There are more voters in the metro area than in the east of Sandy area. When the whole county votes on an issue, the will of the Portland area prevails, even though the vote in the east of Sandy area may be heavily against the way Portland votes. On land use issues in the county, the area in question should be allowed to vote independently of the rest of the county, and the change should have to be approved by both sets of voters before it can take place. This would help keep areas of large population from steamrolling areas of less population. This kind of double vote is now used in the annexation processes, to ensure that the proposed area of annexation wants to be annexed. It seems to me that this is a similar kind of situation. After all, we think of the east of Sandy area as home; in the metro area, it's thought of as a playground, or an empty space that they can use to expand rather than solve the problems (primarily crime) that are driving people to move out here. NEMCCA's charter states that everyone east of the Sandy River belongs to the association. According to the Attorney General's office, they can write their charter this way and there is no way that any of us who disagree with their goals can not belong to the organization. Therefore, NEMCCA can represent itself to the county and state as speaking for all the people east of the Sandy, or roughly 2,000 people. Unfortunately, the county and state agencies and officials believe this and take NEMCCA's word for it. What the county and state apparently don't realize is that, in order for any of us to vote on an issue at a NEMCCA meeting, we have to pay a membership fee to become a "voting member." The number of "voting members" is actually the number of people that NEMCCA represents, and it is a very small fraction of the 2,000 that it says it represents! In addition to smacking very much of a poll tax, this practice is repugnant to most of us out here because we don't agree with the goals of NEMCCA and don't want to pay money to finance its goals. Consequently, many of the decisions that the county and state think that we made through our "community organization" were actually made by the few "voting members" or, more often, by the even fewer members of NEMCCA's executive board.

- ♦ European countries and especially Japan have addressed this issue. They have preserved their rural zones by concentrating development within strict confines. Look beyond 2040! Where will the agricultural lands be after suburbia has gobbled the rest of Multnomah County?
 - ♦ Perception (which in some cases is accurate) that this area is always serving the agendas of people who do not live here and don't know much about it. Reinforced, by the way, by the information in this bulletin which misspells three local street names and incorrectly describes the locations of some of those streets. Be clear with locals about 1) the mandate requiring this plan; and 2) what the outcomes will be. I would like to see exploration in the areas of opportunities in small-scale farming. Also low-interest loan programs for upgrade of septic systems and existing housing stock.
 - ♦ Polarization of opinions, i.e. old-timers who hate LCDC and think they should be able to do whatever they like with their land versus environmentalist who want to preserve the status quo. Also, unless the legislature changes rules, the county has limited flexibility.
 - ♦ Schools - roads (both of which I believe are adequate for some substantial growth.) Water - waste disposal, etc. equals opposition from "newcomers" who when they have their 5 acres.
 - ♦ Different factions and anger.
 - ♦ Constraints that will make it difficult to address these issues come primarily from developers and real estate interests with deep pockets, that historically find attractive profit margins in subdividing and developing rural areas, with little regard for the character of the existing community. Many illegal uses of private lands occur in the area today, and the difficulty of increased enforcement of existing zoning laws in the current political climate is also a constraint.
 - ♦ Scenic Highway dangerous especially on weekends. Tour busses and bicyclists on a narrow road. We enjoy the beauty of the area and don't want it destroyed.
 - ♦ We think one of our bigger challenges will be reaching the people who recreate in this area.
 - ♦ Lack of political will at the county and state level to even provide a proper budget and staff to enforce existing laws (or new ones to emerge from this process.) A cumbersome, tedious, and relentlessly slow process at best in enforcing existing laws. (This should go under No.2 as an opportunity for change.) The West Side recommendations were drawn up before the East Side process was begun even though certain land use decisions (such as gravel pits) may a priori dictate what course of action will have to be taken on the East Side.
 - ♦ Mr. and Mrs. President and Democrats.
4. Other comments?
- ♦ There are no specific ideas of what you want to do on this pamphlet - just that you're up to something.

- ♦ The highway shoulders along the Scenic Highway need to be a consistent width. The county roads are better than the state highway (Historic Columbia River Highway). What a shame when so many visitors drive (pedal) through!
- ♦ We are concerned about a number of issues -- Bull Run, housing expansion, and primarily, re-zoning to accommodate developers and other business types.
- ♦ We do not need county officials to direct our lives and future. We can make our own decisions.
- ♦ Public input is of paramount importance in deciding issues like rezoning to accommodate developers. We are glad to see public meetings scheduled and will be present at them to voice our opinions.
- ♦ Corbett is an absolute gem that is capable of sustaining more than a suburban drive away consumer economy and has no place with nor desire to become usurped by unnecessary urban sprawl and waste. Metro - you may tax us but you can't have us. How about paying us back by better policing the Sandy River and Oxbow Park east side. We are already an abused playground for urban escapees.
- ♦ How far out does one have to move to get peace and tranquility and still be close to a metropolitan area?
- ♦ Let's build bike ways out here. Let's close the Crown Point Highway in the summer. Let's let only busses and bikes use it.
- ♦ Install slow signs between Knieriem Street and north on Littlepage road. The traffic is getting too fast.
- ♦ It seems to me that most of Outer Gresham/Troutdale resembles Southern California. We don't need more strip malls, apartments and places to mill around consuming resources. Let's preserve some of Oregon's heritage. The reasons we call it home!
- ♦ Leave it as it is today.
- ♦ Equally important to #1 above is the preservation of the sheriff's presence, both police patrols and the schools' public resource deputy.
- ♦ There is a lack of trust in the process. Please listen to community concerns as opposed to a public relations campaign. We have lived here 16 years and can make a contribution to the planning process. Please call us and involve us as much as possible.
- ♦ A rural area such as Corbett needs to be maintained near dense housing like Portland and Gresham both for us and for them. Both can enjoy the scenery, trails and wildlife areas. Priority order: 1) Retaining rural/farm forest areas; 2) wildlife/wetlands areas reserved, protecting watersheds/streams; 3) hike/horse trails; and 4) bike trails.
- ♦ We moved out here after 15 years of city life to get out of the city. Please do not let the city or suburbs move into Springdale or Corbett.
- ♦ Governmental distrust - after spending year on the land use process the various layers of government did what they damn well pleased.
- ♦ Although I do not live in the planning area, my daughter does and I will be involved in planning for that reason and also because I have strong interest in this and the adjoining Columbia Gorge. I am a planner with a master's degree in land use planning, retired.

- ♦ The Corbett area is the last rural forest land left in Multnomah County - please save something for my grandchildren - we don't need to develop everything now.
- ♦ There are a lot of us who have farmed our land for many years in hopes of building a new home on it. The law now says the resident must earn \$80,000 dollars a year for two years. This is very unfair and is virtually impossible. I grow raspberries, a very profitable crop, and still couldn't meet this criteria.
- ♦ A final constraint that will make it difficult to address these issues is that many of us no longer trust our elected and non-elected officials -- and with good reason: consider the following: Our representative comes to Corbett and says she is working in our interests to lessen the influence of the metro area over us, and then goes to a meeting in Portland and says that the crime problems in Portland won't be solved until we have city-county consolidation. Speaking of consolidation, how many times did we reject it at the polls? Nevertheless, we now have it in nearly everything except name. At the state level, we passed Measure 5 several years ago, which was supposed to force the legislature, and all the governing bodies below it, to cut out waste and use their money more efficiently. Instead, the legislature is still trying to find other means of raising as much money as ever, and the county, for its part, has simply raised our land evaluations so that our taxes will go up in spite of Measure 5. How many people would actually be able to sell their land for the assessed value that they have been paying taxes on? Every tax assessment should be an offer by the county to buy that piece of land for the assessed value. This has been tried in other states, and the assessed values fell into place very rapidly! Also at the state level, we passed Measure 8. I'm not going to argue the merits or demerits of Measure 8 here, because that is over with; the measure is passed. Yet many school districts have side-stepped 8 by granting raises to compensate and the public workers are going to strike because they don't like the will of the majority of the voters. Back on the county level, the county does studies and issues zoning rules and regulations. Then it turns around and grants variances to nearly everyone who asks. I realize that we could go to the hearings and speak against the variances, but who wants to do that when he knows that the variances will probably be granted, and then he'll have to be neighbors with the person he spoke against? This kind of policy pits neighbor against neighbor and makes for a lessened feeling of community in the area. We need to know what the rules are and that the officials that are in charge of making the rules are going to abide by them. As it is, we cannot trust their rules because they change and bend them so often, so we really don't know what set of rules we're living under. We are afraid to invest in our homes and farms when we know that these variances are being granted nearly every time they're requested, and that, even if we live in an area that is zoned for a particular sized lot, we may soon be surrounded by smaller lots, granted by variance, and our taxes will go up until we can't afford our place that is built according to the zoning. Zoning and building regulations are supposed to afford some protection for both the landowners and the county, yet the county seems to see them as a set of rules that it can use when it is convenient and that it can ignore the rest of the time.
- ♦ It would be foolish to think about expanding residential zoning to the east side of the Sandy River. Can you imagine paying for sewers, a sewer plant and policing this area?

- ♦ I'm still a little vague about what the county can actually do in the area of land use changes since land use regulations are dictated by the state.
- ♦ I feel the current regulations under Farm and Forest are far too restrictive -- literally taking away our rights to utilize our property to its best advantage.
- ♦ I reside in the town of Corbett in Multnomah County, east of the Sandy River. I believe the population growth of the next 20 years and the demands this growth will put on land use and the transportation infrastructure is the issue of greatest magnitude facing residents east of the Sandy River, as well as residents throughout Oregon and other western states. I am glad to have an opportunity to participate in the current planning process for the East of Sandy River Plan and I appreciate the forward thinking that propels this planning. Please keep me informed of future public involvement opportunities.
- ♦ Ever heard of a "free" country?

APPENDIX D: COMPILATION OF OPEN HOUSE QUESTIONNAIRE RESPONSES

Number of Responses: 29

1. What are the three most important issues to address in planning for the East of Sandy River rural area?
 - ♦ a) Limit growth: maintain existing character; some roads (Gordon Creek Road) should not be expanded to accommodate growth. b) Preserve existing forestry/agricultural usage: if building is permitted the land will not go back to its historical use. c) Monitor the replanting after clearcutting. There are many on Trout Creek Road and other places not following the three year plan for reforestation, on Forest deferral.
 - ♦ a) Watershed: this issue affects us all now and will even more so in the future - a clean and well-managed watershed is the most important issue in the long run. b) Keeping this area a community with all its variations and not as a bedroom annex to Gresham: because most people here would like to keep the integrity of the area as it is and not accept re-zoning for more housing and smaller lots and more business, waste, etc. c) Environmental concerns - keep it nice for us all: clean air, water, etc. must be top priority - I'd like to see more work done on promoting this area as a wildlife sanctuary etc. rather.
 - ♦ a) Roads are not consistent with more people living in area. Roads will not carry more people into Gresham and Portland: Historic Highway from Corbett to Troutdale is always in ill repair, is a dangerous highway at night. Our bridges are narrow. b) Water: Corbett Water district had to ask its largest users to curtail usage in summer. c) Taxes: many people are being taxed out of their homes.
 - ♦ a) Quarry: road access, roads are narrow, local haulers know how to drive on these roads, if expanded out of area drivers take center of road at excessive speed. b) Bike path: I sat on community committee, talked with county personnel on how they would widen road. Not realistic at all, the roads don't work like in town, no curbs, no storm drains. c) Small lots already establish (not meaning improved but already on tax rolls but vacant, for years: need to look at, count, lay on map, see if they are or are not a problem, allowing new tax lots beyond that is a totally different issue.
 - ♦ a) Maintaining the rural residential character that currently exists in the area, with open space and forested land considered of equal value to developed residential plots. The open space and forests provide the rural of rural residential: the world does not need another suburb, that basically benefits a few developers who generally live outside the area and don't have the community interests at heart. b) Protection of natural resources, in particular the forests that comprise the watershed for the area: clean, available water is a precious resource, and must not be viewed as renewable, unless carefully protected. Closure of watershed areas to logging and public recreation is necessary to ensure water for the future. c) Prevent the expansion of the Howard Canyon rock quarry. This issue related to issue a. A large industrial quarry is not a rural residential use of the land, and sets a precedent for other industrial uses to enter

the community: the impact of such industrial uses/developments is obvious - our roads are not designed for the traffic of heavy trucks, the residents would be subjected to noises not in character with the rural area designation, the wildlife would be disturbed more than by residential development, as the Canyon is a direct path for elk, bear and birds that live on Larch Mountain and forage the surrounding area for food.

- ♦ a) Preserving our farmland from being developed like Marine Drive, Gresham and Troutdale: there is getting to be very little prime farmland left. Corbett still contains some of this prime farmland. No farms, no food. b) Unreasonable amount of income needed to be able to build farmhouse on E.F.U. land: it takes a dream of the family farm house. Corbett is basically a farming community and should remain this way as it has for years. c) Keep our land divided as it is now, don't let our land be divided into smaller partials: we need to retain a rural life style, we do not need our rural area turned into a city.
- ♦ a) Zoning that maintains this rural area: people live here because it is rural, we do not want to be swallowed up by Metro! b) This area should be planned as a community. Our plans should foster the growth of an infrastructure to meet our needs so that we can provide ourselves with needed products like hardware/feed, etc.: people in an area like this that is so close to a city tend to be more of a bedroom "community" and not a real community. Reliance on one another within the community could ease the burden of the county in a substantial way. c) Tourism: if facilities are to be planned for the desires of tourists they should have as little impact on the daily lives of residents as possible. Also, funds for tourist facilities should be paid for by county general funds rather than by locals East of the Sandy River.
- ♦ a) size of acreage required for building: there are places being built on a fraction of an acre - which has been taken off other property - i.e. divided - yet I have two separate tax lots - one approximately six acres and the other three - the three acres having no improvements and I would like to build a small home for me - as I am all alone now and sell my five bedroom house - but I cannot - this makes a burden on me taxwise and workwise and otherwise. Also there are a lot of 20+ acreage being split and built several homes on, some of this good farmland and my 10 acres is on a hillside - not good for much except pasture. Why not split and build on that kind and leave large portions of good farmland for use of farming and producing food?
- ♦ a) Preserving water quality: effects of logging on private lands on watershed - significant economic and environmental issue. b) Gravel pit at Howard Canyon - traffic, noise, pollution. c) Maintain present restrictive zoning: preserve rural environment.
- ♦ a) Leave everything as is. All you do is mess it up.
- ♦ a) Natural resource protection. Fish, wildlife, water quality, all values for which Sandy River was designated scenic: the area's (tri-county) livability and quality of life is dependent on a healthy natural resource base. b) Law enforcement: there is currently extensive use of many area that encourages non law-abiding persons into the area. Crime, vandalism and other inappropriate and/or illegal uses will continue to grow if enforcement of laws is ignored. c) Lot size (minimum) all uses: if lot size is decreased, in most cases it will result in impacts to natural resources, too much

demand on current services and an undesirable adverse effect on quality of life, liveability and community character.

- ♦ a) Creation and enforcement of watershed protection areas: maintain quality resources for future use. b) Maintaining and enforcing agricultural and E.F.U. zoning: maintain rural economy. c) Police and provide facilities at recreational areas: prevent abuse of private and public lands.
- ♦ a) Aggregate pit: traffic, noise, the residents will have to foot the bill for road and bridge upgrades, safety. b) Changing of zoning laws, growth of urban boundary: traffic, loss of wildlife habitat, do not want to be like Troutdale (pernicious development). c) Development could risk watershed: do not like drinking turbid water.
- ♦ a) Protect wildlife and plants. Keep the ecosystem intact: we need to plan for the seventh generation and live in harmony with our environment ("sustainable") (i.e. "the coyotes lived here first.") b) Do not let this area become commercial and back to back homes, businesses - I love the space. c) Be reasonable for people that have owned this land for a while and want to keep environment protected. Is there a way for a community hearing so that these issues can be dealt with reasonably (i.e. "circle of elders.")
- ♦ a) Area at the end of Trout Creek Road should be rural not CFU as there are many small acreages and many homes - at least go back to lots of record as of 1985 for people who have owned for many years - we have owned for 25 years. For us - we bought 2 small acreages side by side for our later retirement income - there is no reason to keep it CFU because of all the homes already there.
- ♦ a) Zoning: will it be followed, evolved or changed? b) Wild and Scenic river: has impact on usage and areas near sand and river. c) Zoning exceptions: changes zoning intent.
- ♦ a) Gorge Scenic Area, keeping it in it's present state: if you develop east of the Sandy, it will destroy the west end of the Gorge. b) Existing state of area, rural farm use: the whole area is shaped around sparse housing and low traffic. The roads couldn't handle any more traffic. c) Infrastructure: there's no sewers, small water system, small schools, no significant town center. Springdale is a tavern, not a town center.
- ♦ a) Are we a rural community or are we a playground for Portland with bikes/car rallies? Because we have to drive on these roads and work at these places. Try to live with our neighbors as well as visitors. b) How much is too much land use rules? I have land in commercial forest use zone - what does that mean? I have to log or not: will it be a have to instead of a choice. If I decide not to log and the trees became what you consider old growth do I lose my right? c) Why not just let Metro take over just like everything else - our roads, cemetery, parks! They "Metro" will run whatever you decided!
- ♦ a) Don't overdevelop like Gresham and Troutdale or Godforbid Tigard: we need the land to remain intact. b) Increased numbers of people, cars and problems - pollution, overuse are ruining the scenic beauty: to appreciate the beauty of the earth we must keep it intact to see it. c) The attitude of development. "Here's some beautiful open land, let's build on it." Always this is done with the rationale that its better for everyone. Enough is enough!

- ♦ a) Impact of development on existing roadways: every new house puts at least two more cars on the highway. I don't want traffic jams in the country! b) The rezoning of Exclusive Farm Use land into anything else: open space provided by EFU adds to the beauty of our area and provides an excellent buffer to the area south of the Columbia River Gorge line. c) Speeding in Springdale: lots of pedestrian traffic. I want the roads to be safe for my kids and me.
- ♦ a) Containing population growth: need to maintain our rural character, preservation of wildlife and plant habitats. b) Promoting sustainable forestry and agriculture: avoid converting forest and agricultural lands to residential use. Human contact with nature is good for the immune system. Will promote physical and spiritual health of larger Metro community.
- ♦ a) What does it mean now that our property has been re-zoned to commercial forest use: we live on the property, farm some of it, understand we now cannot add a second home unless we have over 80 acres. b) Does this mean we have to plant trees on our property and harvest? c) The adjacent properties to ours, at 38 acres, installed mobile homes after the zoning change. They evidently were given permits to do so. We cannot add a "grandmother's" home. We live in accordance - why do they get free reign? It has trashed the property and area for landlord monetary gain. They don't even live on the property.
- ♦ a) Economic: to help the people develop to get their needs. b) Traffic: with growth how to handle the increase. c) Impact of growth on the west: more people on the edge will move east for recreation, play, etc.
- ♦ a) Population density must be controlled: the area east of the Sandy River is adjacent to the NSA; is Portland's playground; and includes much fragile area such as the Sandy River, hiking trails, parks, etc. b) Restrict subdivision, partitioning, etc.: extremely important to preserve nature of area. We cannot allow this area to be "Californicated." c) Enforcement of zoning: all planning is moot if Multnomah County Planning Commission continues to ignore enforcement requirements. Track record on enforcement in recent years is dismal.
- ♦ a) Howard Canyon aggregate site: the quarry would destroy the beauty of the ridge as well as the quietness of the area. The roads cannot support the traffic it would create, so who would pay to upgrade them? b) The clearcut of trees around Corbett's watershed: it's frustrating that this issue has to be brought up again. Everyone should have the right to clean water. c) Growth in the area: growth in the area would destroy the beauty and tranquility that most of us live here for. The wildlife population would suffer an even greater loss of habitat. They are already being pushed into smaller areas. I do not want to see Corbett turn into another Gresham or Troutdale.

2. What additional issues should be addressed?

- ♦ County government flexibility! Multnomah County is "very heavy" handed when dealing with the people.

- ♦ A study of advisability and feasibility of a monitored shooting range (with a \$ charge) in area so young men from urban areas won't come out and shoot up any area they see out here with no house right by it.
- ♦ Traffic patterns: addressing particularly dangerous situations. Regulations for what can be burned for refuse disposal.
- ♦ Taxes are not going down as promised - can't something be done - like encouraging some industry and developing a tax base to help us out here to maintain our school and give the kids an equal opportunity with others in the state without driving us into bankruptcy. Also I know its been tried before - but I think we should try again to have some means of transportation into Gresham and Max lines - at least one or two days a week on a schedule for those out here who cannot drive, like for M.D. apartments, etc.
- ♦ Informational process to inform people of rules and regulations of area. Support of agricultural economy.
- ♦ If we widen roads and bridges we bring in more traffic. I like the idea of bus service.
- ♦ If plan for development is not clear, growth and change will not follow a controlled direction.
- ♦ Increased traffic. Increased crime. Overloading the infrastructure (never in history has a planning commission planned adequately for the changes brought about by developing, especially overdeveloping.) Local citizens on the planning commission.
- ♦ Enforcement of existing land use policies. Avoid exemptions and variances. Preserve larger tracts.
- ♦ A fair just way to handle the development so that a person can find happiness without the person next door doing some development that fix your land into a zone that you are unable to do the same.
- ♦ I was very distressed to hear a member of the planning commission consider population increase in our area as insignificant compared to increases in the urban growth area. These "insignificant" increases in our area can overload services and roads, significantly alter the makeup of the area and eventually cause loss of the entire resource.

3. What types of future public involvement opportunities would be best?

<u># of Responses</u>	<u>Type</u>
20	Citizen Advisory Committee
18	Newsletters
15	Open houses
15	Public hearings
5	Other (please specify):
	Easy access to the Commissioner, easier and more understanding government.
	Public meetings (3)
	Planning staff assistance with time & resources to community

4. On a scale of 1 to 5, with 1 being very good and 5 being very poor, please rate the effectiveness of this open house in the following.

	Very Good 1	2	3	4	Very Poor 5
a. Providing information on planning issues		9	8	1	1
b. Providing opportunities to give personal input	4	11	1	1	

5. Other comments?

- ♦ Good start! Why has it taken so long....
- ♦ Prevent expansion of Howard Canyon rock quarry. Keep us informed!
- ♦ We have multi-level government - LCDC, Gorge, Forest Service - etc., etc., each with a different approach.
- ♦ The planners available at the meeting didn't seem to know the building laws very well.
- ♦ I would like to attend the meetings that determine who is on the citizen advisory committee. Like many others I am suspect about the intentions of the county in making a comprehensive plan. It was stated at the meeting that the county has no specific agenda for formulating a plan. I hope this is true.
- ♦ Loud speaker should be used. Any committee should have long term residents.
- ♦ Good first start. Need to deal with trust. Be clear about options which can be dealt with (and can't) so expectations are clear. Verify that this process is open and not pre-determined. Get concerned folks on advisory committee.
- ♦ Show map with wild and scenic river zone and with zoning all superimposed on actual use.
- ♦ Don't let developers grease the palms of the decision makers. We all know that will happen. Have a citizen watchdog group in direct contact with local media to report any "indiscretions."
- ♦ Too much nonchalance evident when we discussed enforcement. Current study of Multnomah County organization and pending changes are no excuse for lack of zoning enforcement.
- ♦ This open house was very well done. Thanks.

①

PLEASE PRINT LEGIBLY!

MEETING DATE 8/16/95

NAME

JEFF BACHRACH

ADDRESS

1727 NW Hoyt

STREET

Portland

CITY

Or
ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

2-10
C-4-95

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

②

PLEASE PRINT LEGIBLY!

MEETING DATE 10 AUG 95

NAME

DANIEL L. STOKES

ADDRESS

1156 FUDGE DR

STREET

BEAVERCREEK, OHIO 45434

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-10
C-495

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

3

PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME

DAVID KRIBBS

ADDRESS

45415 E. LARCH MT. RD

STREET

CORBETT
CITY

OR 97019
ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

4

PLEASE PRINT LEGIBLY!

MEETING DATE Aug 10-95

NAME

ADDRESS

Ahan L. Stokes
38025 S.E. Howard Rd
Conkett, Ore.
97019

STREET

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

5

PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME Sharon Strickland

ADDRESS 38530 SE Howard Rd.

STREET

Corbett 97019

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. C 495 ^{R-10}

SUPPORT _____ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

6

PLEASE PRINT LEGIBLY!

MEETING DATE August 10th 1995

NAME

Bethany M. Strickland

ADDRESS

38530 SE Howard RD

STREET

Corbett

97019

CITY

ZIP

R 10

I WISH TO SPEAK ON AGENDA ITEM NO. C 495

SUPPORT _____

OPPOSE ✓

SUBMIT TO BOARD CLERK

7

PLEASE PRINT LEGIBLY!

MEETING DATE AUGUST 10th 1995

NAME

Irisa E. McCausland

ADDRESS

32950 Bell RD

STREET

Corbett

97019

CITY

ZIP

R-10

I WISH TO SPEAK ON AGENDA ITEM NO. C 495

SUPPORT _____

OPPOSE ☒

SUBMIT TO BOARD CLERK

8

PLEASE PRINT LEGIBLY!

MEETING DATE 8/10/95

NAME

Arnold Rocklin

ADDRESS

PO Box 83645 ~~SE~~ OR

STREET

Portland, OR 97283-0645

CITY

ZIP

Amending Zoning Maps
I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

9

PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME

Karen McDaniel

ADDRESS

4730 SW 182nd

STREET

ALOHA

CITY

97007

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

WILDLIFE HABITAT

40

PLEASE PRINT LEGIBLY!

8/10/95

MEETING DATE Aug. 7. 95

NAME

Joseph L. Rabdeho

ADDRESS

725 SW Viewmont Dr.
STREET

Portland, Oreg. 97225
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. R-10

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

(n)

PLEASE PRINT LEGIBLY!

MEETING DATE

8/10/95

NAME

Paul Wright

Gilkinson Rd

ADDRESS

~~216~~ 21566 NW Gilkinson

STREET

Suppose

97086

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-10

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

12

PLEASE PRINT LEGIBLY!

MEETING DATE

8/10/95

NAME

Marquette Mitchell

ADDRESS

21560 NW Gilkison Rd

STREET

Scappoose

CITY

97056

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-10

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: AUG 10 1995

Agenda No: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Reporting of a Planning Commission recommendation in the matter of C 4-95.

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: August 10, 1995

Amount of Time Needed: ~~1 hour~~ 30 minutes

DEPARTMENT: DES

DIVISION: Planning

CONTACT: Gordon Howard

TELEPHONE: 248-3043

BLDG /ROOM: 412/Plan

PERSON(S) MAKING PRESENTATION: Gordon Howard

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

Summary (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Reporting of Multnomah County Planning Commission recommendation in the matter of C 4-95. To consider zoning maps which place the SEC (Significant Environmental Concern) overlay zone upon land within the West Hills Rural Area and land along Big Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area. The SEC overlay zones would protect significant scenic views, streams, and wildlife habitat resources in the West Hills Rural Area, and significant streams resources along the three creeks in the East of Sandy River Rural Area. These maps would implement the SEC-overlay zone language adopted by the Board of Commissioners in October 1994 for these areas.

SIGNATURES REQUIRED:

Elected Official: _____

OR

Department Manager: W. B. Buel

MULTNOMAH COUNTY
CLERK
JUL 31 PM 4:21
20250810



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF PLANNING
AND DEVELOPMENT
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3043

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

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM BRIEFING ORDINANCE SUPPLEMENT

TO: Multnomah County Board of Commissioners

FROM: Planning Staff

TODAY'S DATE: July 18, 1995

**REQUESTED
PLACEMENT DATE:** August 10, 1995

SUBJECT: Public Hearing on Planning Commission recommendation to adopt SEC
(Significant Environmental Concern) overlay maps.

I. RECOMMENDATION / ACTION REQUESTED:

The Planning Division recommends adoption of the amended zoning maps which will implement the SEC-v (scenic views) SEC-h (wildlife habitat) and SEC-s (streams) sections of the Zoning Ordinance. Adoption of these zoning maps will provide a more effective way of implementing the Goal 5 plan provisions as required by ORS 197.625. Adoption of these amended zoning maps will require new development in affected areas to obtain the appropriate SEC permit prior to development.

II. BACKGROUND / ANALYSIS:

On October 18, 1994 the Board of Commissioners adopted amendments to the Multnomah County Zoning Ordinance establishing three new Significant Environmental Concern (SEC) overlay zones, the SEC-v (scenic views) SEC-h (wildlife habitat) and SEC-s (streams) overlays. These overlay zones limit, but do not prohibit uses which conflict with scenic views, wildlife habitat, and streams respectively. Limitations are generally in the form of siting standards for new development.

However, the Board of Commissioners did not at this time adopt a revised set of zoning maps to implement the new overlay zones. Since all of the County's work to implement Goal 5 as part of the periodic review work program was subject to review and potential modification or remandment by the Oregon Land Conservation and Development Commission (LCDC), the

Planning Division did not think it prudent to implement zoning maps for ordinance amendments which might be revised or even eliminated. This would put applicants in the SEC-overlay areas in jeopardy of having the rules under which they had applied changed after they had applied, or even after their application had been approved. The best course of action was to stay implementation and enforcement of the ordinance until the LCDC acknowledged its sufficiency.

Within one month of the Board of Commissioners' decision, Planning Division staff began to receive questions and oral comments from staff of the Department of Land Conservation and Development (DLCD) which indicated that the Department had reservations about the decision. In February, 1995, Multnomah County received a DLCD staff report which recommended that the LCDC find that the County's work to implement Goal 5 was deficient, primarily because the County did not protect the Angell Brothers mineral and aggregate site. Also, the DLCD recommended to the LCDC that several sections of the County's adopted SEC-v, SEC-h, and SEC-s zoning overlays required revision. Prior to the March 7, 1995 hearing the LCDC and the County agreed to enter mediation with the DLCD, the Angell Brothers quarry operator, and other interested parties concerning the decision not to protect the mineral and aggregate resource on the Angell Brothers site. That mediation is proceeding, and Planning Division staff is concurrently working with the DLCD on revisions to the County Zoning Ordinance to "fix" the SEC zoning overlay language.

Adoption of these amended zoning maps will require new development in affected areas to obtain the appropriate SEC permit prior to development. Staff will inform all prospective applicants that the Zoning Ordinance language will be amended in the near future. Our preliminary work with DLCD staff indicates that the changes necessary to make the SEC ordinance language sufficient will probably not have significant negative impacts on applicants at this time.

III. FINANCIAL IMPACT:

No fiscal impact to the County has been identified.

IV. LEGAL ISSUES:

The 1993 additions to the Oregon Revised Statutes which govern Comprehensive Land Use Planning Coordination (ORS 197) have the effect of contradicting the County's strategy to delay implementation of the Goal 5 Protection Plan and the SEC zoning overlay until after LCDC acknowledgment of them as consistent with the Statewide Planning Program. The relevant sections are contained in ORS 197.625:

(3)(a) Prior to its acknowledgment, the adoption of a new comprehensive plan provision or land use regulation is effective at the time specified by local government charter or ordinance and is applicable to land use decisions and limited land use decisions if the amendment was adopted in accordance with ORS 197.610 and 197.615 unless a stay is granted under ORS 197.845.

(b) Any approval of a land use decision or limited land use decision subject to an unacknowledged amendment to a comprehensive plan or land use regulation shall include findings of compliance with those land use goals applicable to the amendment.

(c) The issuance of a permit under an effective but unacknowledged comprehensive plan or land use regulation shall not be relied upon to justify retention of improvements so permitted if the comprehensive plan provision or land use regulation does not gain acknowledgment.

The effect of this statute is to require Multnomah County to implement the West Hills Reconciliation Report findings for all proposed developments within the affected areas prior to acknowledgment by the LCDC despite the absence of an effective implementing SEC zoning overlay. Despite the potential impacts on applicants and their applications, the Planning Division is applying the Goal 5 Protection Program for scenic views, wildlife habitat, and streams to the affected areas of the West Hills rural area and three streams in the East of Sandy River rural area.

V. CONTROVERSIAL ISSUES:

Some controversial issues which may be associated with this procedure may in fact be associated with the SEC criteria and requirements of the zoning code (MCC 11.15.6100) adopted by the Board in October, 1994. The setbacks, siting requirements, mitigation methods and development standards were adopted in 1994, and the standards are being applied today. The West Hills Reconciliation Report and the Howard Canyon Reconciliation Report which included descriptions of the lands to be zoned SEC were adopted in 1994, and are being applied today. Some of the comment given on the proposed maps may address the development standards in MCC 11.15.6100 rather than comment on the particular areas which are to be overlaid on the zoning maps of Multnomah County. Although a broad determination of these areas were described in the previous works, the SEC overlay zone maps proposed are a parcel-by-parcel clarification for implementation of the work done in 1994 as part of the Goal 5 work done by Multnomah County.

VI. LINK TO CURRENT COUNTY POLICIES:

This action would be the final step of the work to implement Goal 5 of the Oregon Statewide Planning Program (protection of natural resources) for significant scenic views, streams, and wildlife habitat in the West Hills Rural Area, and significant streams in the vicinity of the Howard Canyon quarry site in the East of Sandy River Rural Area. The Goal 5 work, in turn, is a portion of Multnomah County's periodic review work order, originally begun in 1987.

VII. CITIZEN PARTICIPATION:

There were six people who gave public testimony at the Planning Commission public hearing on July 10, 1995. Four people wanted additional areas, or more accurate boundaries of the proposed overlays and two were in opposition to having their property included in the overlay zones. Notice of the Planning Commission public hearing and the Board hearing was mailed to all property owners whose property may be affected by the proposed zoning maps.

VIII. OTHER GOVERNMENT PARTICIPATION:

No other agencies have commented on the proposed Sectional Zoning Maps amendments.

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance amending the Sectional Zoning Maps by applying the SEC-v (scenic views), SEC-h (wildlife habitat), and SEC-s (streams) zoning overlay districts to lands within the West Hills Rural Area and adjacent to Big , Knieriem, and Howard Canyon Creeks in the East of Sandy River Rural Area.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

This ordinance will protect significant scenic views, streams, and wildlife habitat identified by Multnomah County in its Goal 5 protection program. Goal 5 of the Oregon Statewide Planning Program requires inventory of significant natural and environmental resources. This ordinance will help to maintain the natural attributes of the West Hills Rural Area and adjacent lands such as Forest Park in the City of Portland.

What other local jurisdictions have enacted similar legislation?

All local jurisdictions are required to inventory significant natural and environmental resources within their boundaries pursuant to Goal 5 of the Oregon Statewide Planning Program. Many of these jurisdictions have mapped areas and applied overlay protection zoning districts in order to protect the natural and environmental resources within those areas. Most notably, the City of Portland has an adopted "E"(environmental) zone which requires review of allowed uses within mapped areas with significant resources.

What is the fiscal impact, if any?

No fiscal impact to the County has been identified. Since the overlay zoning district language restricts, but does not prohibit, uses allowed by the underlying zoning district, there is no expected effect of property assessments and tax revenues.

SIGNATURES

Person filling out form: Brandon H. Hancock

Planning and Budget (if fiscal impact): _____

Department Manager/Elected Official: _____

DECISION OF THE
MULTNOMAH COUNTY PLANNING COMMISSION

In the matter of recommending adoption of amended)
Zoning Maps which apply the SEC-v (scenic views),)
SEC-h (wildlife habitat) and SEC-s (streams) zoning)
overlay district to lands within the West Hills Rural)
Area and adjacent to Big, Knierem, and Howard)
Canyon Creeks in the East of Sandy River Rural Area)

RESOLUTION
C 4-95

WHEREAS, on September 22, 1994, the Multnomah County Board of Commissioners adopted Ordinance #797, which adopted the "West Hills Reconciliation Report" as part of the Multnomah County Comprehensive Framework Plan; and

WHEREAS, the "West Hills Reconciliation Report" includes significance determinations, ESEE analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide Planning Program specified in ORS 660-16 Division 33 in regards to significant scenic views, streams, and wildlife habitat in the West Hills rural area; and

WHEREAS, on September 22, 1994, the Multnomah County Board of Commissioners adopted Ordinance #798, which adopted the "Howard Canyon Reconciliation Report" as part of the Multnomah County Comprehensive Framework Plan; and

WHEREAS, the "Howard Canyon Reconciliation Report" includes significance determinations, ESEE analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide Planning Program specified in ORS 660-16 Division 33 in regards to three significant streams, Big Creek, Knierem Creek, and Howard Canyon Creek in the East of Sandy River rural area; and

WHEREAS, on October 18, 1994, the Multnomah County Board of Commissioners adopted Ordinance #801, which amended Section 11.15.6100 et. seq. of the Multnomah County Zoning Ordinance, establishing the Significant Environmental Concern (SEC) zoning overlay district, by adding the SEC-v (scenic views) SEC-h (wildlife habitat) and SEC-s (streams) zoning overlay districts, implementing the "West Hills Reconciliation Report" and the "Howard Canyon Reconciliation Report"; and

WHEREAS, these ordinances took effect 30 days after their passage by the Board of Commissioners; and

WHEREAS, these ordinances have not been acknowledged by the Oregon Land Conservation and Development Commission; and

WHEREAS, Oregon Revised Statute (ORS) 197.625(3)(a), as revised in 1993, states that prior to acknowledgement, adopted comprehensive plan provisions and land use regulations are effective at the time specified by local government charter or ordinance, and are applicable to land use decisions; and

WHEREAS, ORS 197.625(3)(b), as revised in 1993, states that any approval of a land use decision subject to an unacknowledged amendment to a comprehensive plan or land use regulation shall include findings of compliance with those land use goals applicable to the amendment; and

WHEREAS, pursuant to ORS 197.625(3)(a) and (3)(b), the Goal 5 Protection Program outlined in the "West Hills Reconciliation Report" and the "Howard Canyon Reconciliation Report" must be implemented by Multnomah County; and

WHEREAS, the attached draft ordinance with zoning map amendments represent the areas of the West Hills Rural Area and the areas adjacent to Big Creek, Knierem Creek, and Howard Canyon Creek in the East of Sandy River Rural Area to which the SEC-v, SEC-h, and SEC-s zoning overlay districts should be applied in order to implement the Goal 5 Protection Program outlined in the "West Hills Reconciliation Report" and the "Howard Canyon Reconciliation Report";

NOW, THEREFORE BE IT RESOLVED that the Multnomah County Planning Commission hereby recommends that the attached draft ordinance, containing amendments to the Multnomah County Zoning Map, consisting of application of the SEC-v, SEC-h, and SEC-s Zoning Overlays, be adopted by the Multnomah County Board of Commissioners.

APPROVED this 10th day of July, 1995.

By Leonard Yoon GH
LEONARD YOON, CHAIR
MULTNOMAH COUNTY, OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. _____

An Ordinance amending the Sectional Zoning Maps by applying the SEC-v (scenic views), SEC-h (wildlife habitat) and SEC-s (streams) zoning overlay district to lands within the West Hills Rural Area and adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area.

Multnomah County Ordains as follows:

Section I. Findings.

(A) On September 22, 1994, the Multnomah County Board of Commissioners adopted Ordinance #797, which adopted the "West Hills Reconciliation Report" as part of the Multnomah County Comprehensive Framework Plan.

(B) The "West Hills Reconciliation Report" includes significance determinations, ESEE analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide Planning Program specified in ORS 660-16 Division 33 in regards to significant scenic views, streams, and wildlife habitat in the West Hills rural area.

(C) On September 22, 1994, the Multnomah County Board of Commissioners adopted Ordinance #798, which adopted the "Howard Canyon Reconciliation Report" as part of the Multnomah County Comprehensive Framework Plan.

(D) The "Howard Canyon Reconciliation Report" includes significance determinations, ESEE analyses, protection programs, and other requirements for implementing Goal 5 of the Oregon Statewide Planning Program specified in ORS 660-16 Division 33 in regards to three significant streams, Big Creek, Knierem Creek, and Howard Canyon Creek in the East of Sandy River rural area.

1 (F) On October 18, 1994, the Multnomah County Board of Commissioners adopted Ordinance
2 #801, which amended Section 11.15.6100 et. seq. of the Multnomah County Zoning Ordinance, estab-
3 lishing the Significant Environmental Concern (SEC) zoning overlay district, by adding the SEC-v
4 (scenic views) SEC-h (wildlife habitat) and SEC-s (streams) zoning overlay districts, implementing the
5 "West Hills Reconciliation Report" and the "Howard Canyon Reconciliation Report".

6
7 (G) These ordinances took effect 30 days after their passage by the Board of Commissioners.

8
9 (H) These ordinances have not been acknowledged by the Oregon Land Conservation and
10 Development Commission.

11
12 (I) Oregon Revised Statute (ORS) 197.625(3)(a), as revised in 1993, states that prior to
13 acknowledgement, adopted comprehensive plan provisions and land use regulations are effective at the
14 time specified by local government charter or ordinance, and are applicable to land use decisions.

15
16 (J) ORS 197.625(3)(b), as revised in 1993, states that any approval of a land use decision sub-
17 ject to an unacknowledged amendment to a comprehensive plan or land use regulation shall include
18 findings of compliance with those land use goals applicable to the amendment.

19
20 (E) Pursuant to ORS 197.625(3)(a) and (3)(b), the Goal 5 Protection Program outlined in the
21 "West Hills Reconciliation Report" and the "Howard Canyon Reconciliation Report" must be imple-
22 mented by Multnomah County.

23
24 Section II. Amendment of Zoning Code.

25 The following Sectional Zoning Maps, as adopted November 15, 1962, including all subsequent
26 amendments thereto as of the effective date of this Ordinance, are hereby amended by the

1 addition of the SEC-v (scenic views), SEC-h (wildlife habitat), and SEC-s (streams) zoning
2 overlay districts on certain lands as contained in Exhibit A -- "Proposed Sectional Zoning
3 Map Amendments, C 4-95," consisting of 93 pages of Sectional Zoning Maps and on file
4 with the Multnomah County Department of Environmental Services, Division of Planning
5 and Development: Numbers 1, 2, 3, 9, 10, 11, 17, 18, 19, 25 through 28, 33 through 36, 41
6 through 48, 50, 51, 57 through 67, 69, 70, 75 through 86, 88 through 92, 94 through 112,
7 115 through 118, 121, 122, 124, 125, 131 through 134, 665, 666, 679, 680, 681, 779, 781.
8

9 ADOPTED THIS _____ day of _____, 1995, being the date of its _____
10 reading before the Board of County Commissioners of Multnomah County.
11
12
13

14 (S E A L)
15
16

17 By _____
18 Beverly Stein
19 Multnomah County Chair
20
21

22 REVIEWED:

23 JOHN DUBAY, CHIEF ASSISTANT COUNTY COUNSEL
24 for MULTNOMAH COUNTY, OREGON

25 By  _____
26

O'DONNELL RAMIS CREW
CORRIGAN & BACHRACH

L-10
8/10/95

JEFF H. BACHRACH
THEODORE W. BAIRD
PAMELA J. BEERY
MARK L. BUSCH
DOMINIC G. COLLETTA**
CHARLES E. CORRIGAN*
STEPHEN F. CREW
GARY F. FIRESTONE*
WILLIAM E. GAAR
G. FRANK HAMMOND*
MALCOLM JOHNSON*
MARK P. O'DONNELL
TIMOTHY V. RAMIS
WILLIAM J. STALNAKER
TY K. WYMAN

ATTORNEYS AT LAW
1727 N.W. Hoyt Street
Portland, Oregon 97209

TELEPHONE: (503) 222-4402
FAX: (503) 243-2944

PLEASE REPLY TO PORTLAND OFFICE

August 10, 1995

CLACKAMAS COUNTY OFFICE
181 N. Grant, Suite 202
Canby, Oregon 97013
TELEPHONE: (503) 266-1149

VANCOUVER, WASHINGTON OFFICE
First Independent Place
1220 Main Street, Suite 570
Vancouver, Washington 98660-2964
TELEPHONE: (360) 699-7287
FAX: (360) 696-2051

JAMES M. COLEMAN
SUSAN J. WIDDER
SPECIAL COUNSEL

* ALSO ADMITTED TO PRACTICE IN WASHINGTON
** ALSO ADMITTED TO PRACTICE IN CALIFORNIA

VIA HAND-DELIVERY

Ms. Beverly Stein
Chairwoman
Board of County Commissioners
1120 S.W. Fifth Avenue, Room #1515
Portland, OR 97204

Re: Casefile C4-95

Dear Chairwoman Stein:

This letter is being submitted on behalf of Western States Development Corporation and other property owners within the West Hills Rural Area.

The SEC zoning maps now before the Board of County Commissioners as part of Resolution C4-95 are the final component of the county's Goal 5 protection program. The other components of the program, which have already been adopted, are listed in Section I of the proposed ordinance that is before you today. As stated in that proposed ordinance, none of the components of the Goal 5 program have yet been acknowledged by LCDC. Once the county adopts the zoning maps, then its entire Goal 5 protection plan will be ripe for review by LCDC.

This letter is submitted to state my clients' objection to both the adoption of the SEC zoning maps and to all the other components of the Goal 5 program because the county has failed to satisfy the requirements set out in OAR Chapter 660 Division 16. In particular, there is not adequate evidence in the record nor have satisfactory findings been adopted addressing the inventory requirements in OAR 660-16-000. There is not sufficient evidence in the record nor

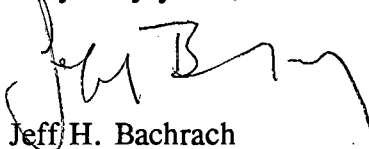
Ms. Beverly Stein
August 9, 1995
Page 2

sufficiently specific findings to constitute an adequate ESEE analysis, as required by OAR 660-16-005. Nor has there been an adequate Goal 10 analysis and determination of the program's impacts on housing. The findings do not explain why decisions were made to either preserve resources or allow conflicting uses, as required by OAR 660-16-010. Finally, the implementing regulations do not satisfy the clear and objective standard established in OAR 660-16-010(3).

In conclusion, I would ask that you seek clarification on the record from your planning staff or legal counsel as to how the regulations apply in the following situation. There are a number of properties that have received approvals to build a house pursuant to a farm or forest management plan. Those approvals specify where on the property the house must be located. Will it be necessary for those property owners to go through an SEC review when they are ready to build a house? If so, what happens if there is a conflict between the house location approved pursuant to the farm or forest management plan and the location the staff believes is appropriate to satisfy the various SEC criteria?

The county's position on this issue is of enormous importance to a number of property owners. It would be helpful to all parties, not to mention fair to the property owners, if the county's position on this matter could be clearly stated at this time, rather than left to future negotiations and appeals on a case-by-case basis. Thank you for your consideration of this one issue.

Very truly yours,



Jeff H. Bachrach

JHB/kvw
cc: Gordon Howard

Attn Chair Beverly Stein R-10
8/10/95

Dan Stokes, Lieutenant Colonel, USAF
1156 Fudge Drive
Beavercreek, OH 45434-6709

Multnomah County
Board of County Commissioners
1120 SW 5th, Room 1515
Portland, OR 97204

10 August 1995

Attn: Chairs Office and all County Commissioners

Re: Public Hearing for Case File C 4-95

Dear Commissioners,

I am a registered voter in Oregon, currently serving on active duty with the United States Air Force. I am presenting this letter at the public hearing and have made this trip from Ohio to Oregon with this purpose in mind as it affects me personally and substantially.

I object to the proposal to apply the SEC overlay zone to my property. The proposal, once enforced, will represent "environmental taking" for public use without compensation, and will therefore be unconstitutional. All it would take would be denial of one SEC permit based on the criteria in the proposal which would otherwise have been approved. For example: denial of a future request to replace a depreciated mobile home, add a deck, garage or bedroom to an existing residence, or denial of a request to build a farm structure which lies within the SEC overlay.

I believe the unconstitutionality of this proposal is clear. The US Constitution specifically precludes taking of private property without just compensation under the Fifth and Fourteenth Amendments. The Fifth Amendment says:

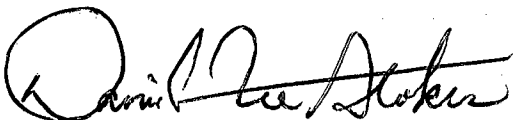
"No person shall ... be deprived of life, liberty or property, without due process of law; nor shall private property be taken for public use without just compensation."

This is stated again in the Oregon Constitution, Section 18, which says:

"Private property shall not be taken for public use ... without just compensation."

Finally, ORS 204.005 and 204.020 lay the same requirement on you, the County Commissioners, by your oath of office to support the constitutions of both the United States and of Oregon.

As a current member of the US Air Force on active duty, I take my oath of office to support and defend the United States Constitution very seriously. I employ you to hold yourselves to the same high standard. The proposal represents environmental taking, pure and simple. It violates the US and Oregon constitutions and affects me personally. I urge you to disapprove it as written.



atch

My 30 June 1995 ltr to Dept of Environmental Svcs

COPY

Daniel L. Stokes, Lieutenant Colonel, USAF
1156 Fudge Drive
Beavercreek, OH 45434-6709

Multnomah County
Department of Environmental Services
Division of Planning and Development
2115 SE Morrison Street
Portland, OR 97214

30 June 1995

Re: Case File C 4-95

Although I admire efforts to protect our environment from damages which may result from unplanned development, I oppose any changes which will place the SEC-overlay zoning restrictions on my property. Placing these restrictions on properties currently in private ownership without compensation is unconstitutional, will not accomplish the intended purpose, and will only create controversy. Please consider the following arguments carefully, while keeping both other property owners as well as myself in mind:

First, the proposed rezoning will severely limit the freedom of action and use of my property I currently enjoy. My mobile home is within 300 feet of the Knierem Creek centerline, on the western side. It has been there for almost 20 years, and will need replacing soon. I also want to place a small barn on the east side of the creek, which because of property boundaries, must also go within 300 feet of the creek's centerline. My understanding is the proposed restrictions will preclude me from accomplishing either activity, and when the mobile home requires replacing, the 7.7 acre parcel will become practically useless.

I believe the proposed zoning change severely limits the usability of my private property, and violates the US Constitution. This would not be an issue, of course, if Multnomah County pays compensation for the loss of use to exiting property owners. The fifth amendment specifies this, and the fourteenth amendment makes the restriction applicable to Oregon:

"No person shall ... be deprived of life, liberty or property, without due process of law; nor shall private property be taken for public use without just compensation."
Fifth Amendment

"... nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the law."
Fourteenth Amendment

Second, the zoning restriction will not accomplish its intended purpose. The properties on Knierem and Howard Creek are zoned Effective Farm Use (EFU). This zoning places enough restrictions on the land to preclude further development or subdivision, and any

COPY

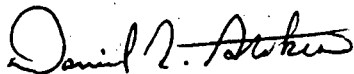
associated environmental hazards. In the Corbett area, most properties already have residences, and subdivision of the land is complete. Clearly, the existing property owners have already established their own environmental practices that should be easily verifiable.

Last year, when I gave you permission to accomplish a site "survey" on my property, I had no idea you would use the results to cause me alarm. You should have been able to easily determine I care about the quality of the creek environment as much as you do! I have no unsightly development, no trash or garbage, no old tires, or other environmental hazards, on my property or near the creek. The property near the creek is in its natural condition, with trees and grass. I use this observation to only re-emphasize my point.

My final concern, is your proposed zoning approach will cause confrontation for many years to come. Many owners already have their residences within 300 feet of the creek centerlines. If Multnomah County uses the SEC overlay restrictions to deny any future building permits, it will only be seen as an abuse of government power. To preclude this, how will you ensure property owners who want to build a new deck, patio, carport, extend their garage, add a bedroom or install a barn will be allowed to do so?

As a member of the armed forces for over twenty years, my oath of office requires me to "... support and defend the Constitution of the United States against all enemies, foreign and domestic ...". I find it amazing that while I do this for my nation, the only true affront to my personal liberties and freedoms comes from my own home county! Equally important to the environmental issues are preservation of our personal liberties and freedoms. Please do not allow this affront to personal liberties to continue.

I implore you to carefully consider your decision before making a recommendation to the Multnomah County Board of Directors. Placing SEC-overlay restrictions to properties currently in private ownership without compensation is unconstitutional, will not accomplish the intended purpose, and will only create controversy. The Department of Environmental Services can ensure quality of our environment through other means than land-use restrictions. Simply enforcing compliance with existing EPA rules, as required on a case-by-case basis, will ensure our environment is protected now and in the future.



Daniel L. Stokes
Lieutenant Colonel, USAF

copy to: Governor John Kitzhaber
Representative Bob Montgomery, Dist 56
State Senator Greg Walden, Dist 28
Oregonians in Action

"The right to be let alone is the underlying principle of the Constitution's Bill of Rights."
Erwin N. Griswold, Dean Harvard Law School

SECTION 1N 4E 36

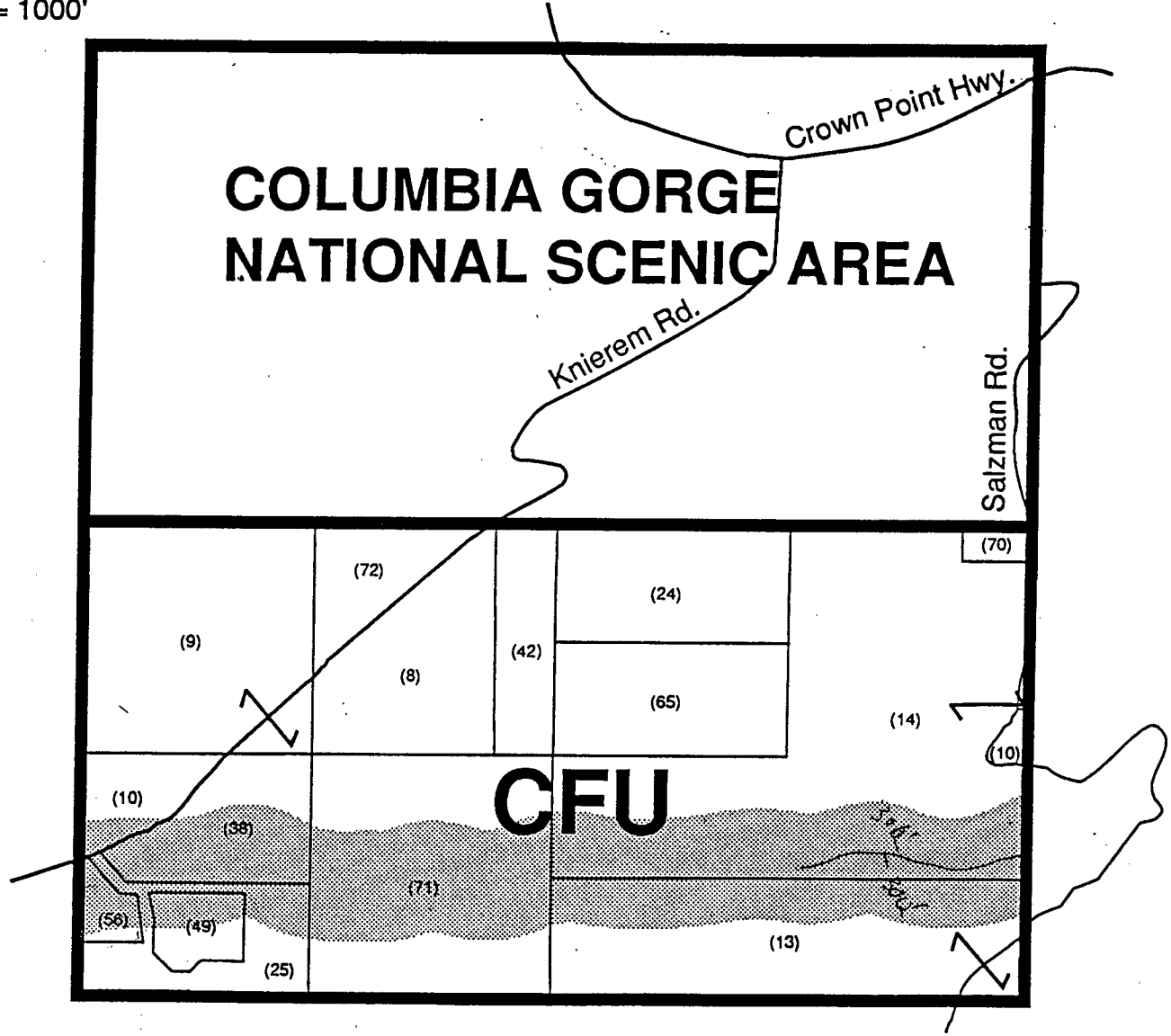
MAP 666

R-10
8/10/95

Submitted by
David Kribbs

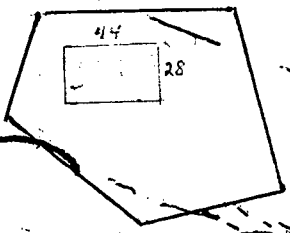
 SEC-s Overlay

1" = 1000'

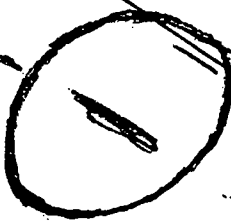
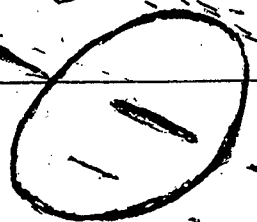


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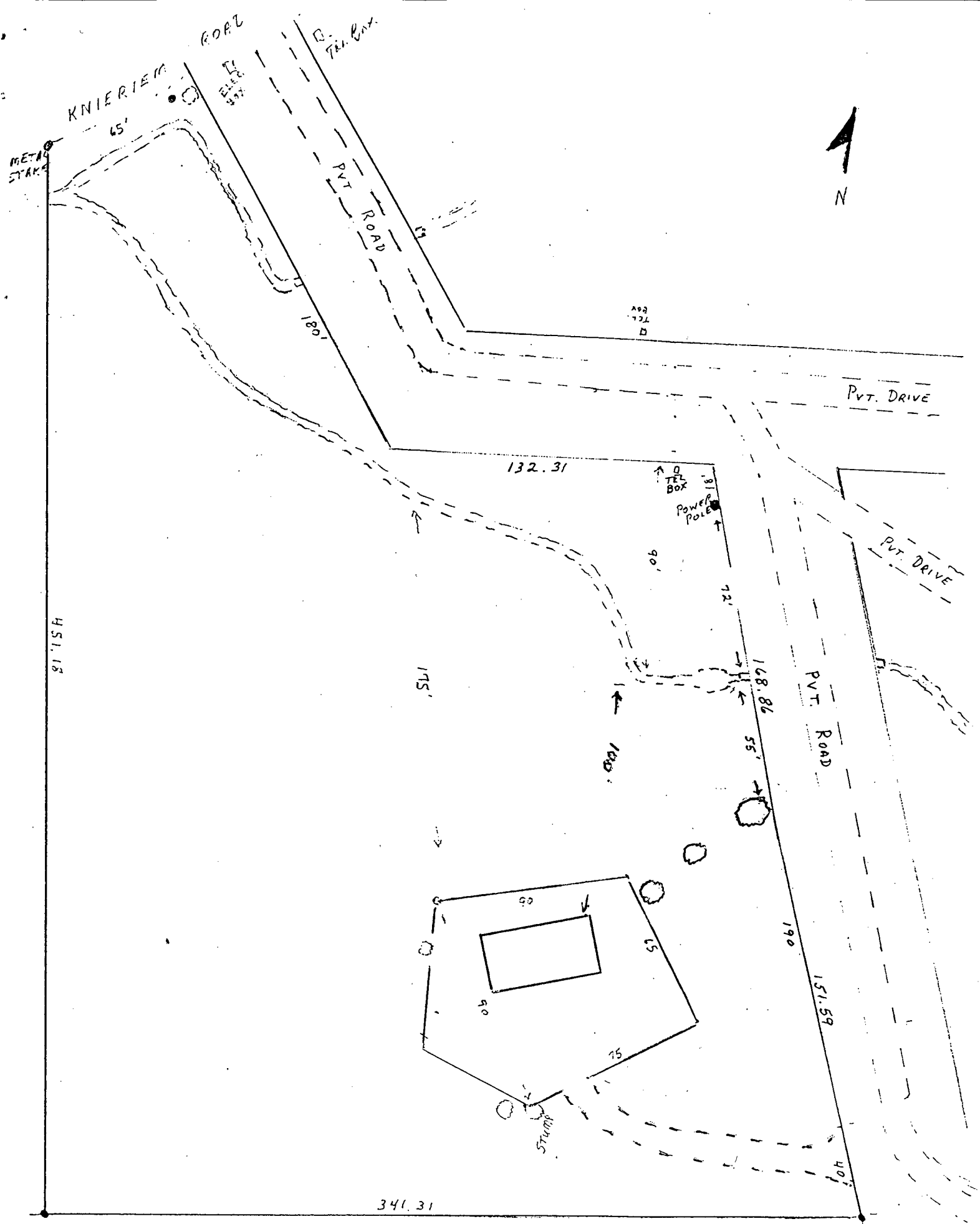
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H

TO
AGGREGATE
PIT

700



JACK & BONNIE DAY
18985 SE Camel Drive
Boring, OR 97009-9648
(503) 658-3434

August 4, 1995

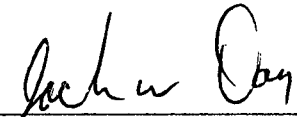
Department of Environmental Services
Division of Planning and Development
2115 SE Morrison Street
Portland, OR 97214

To whom it may concern:

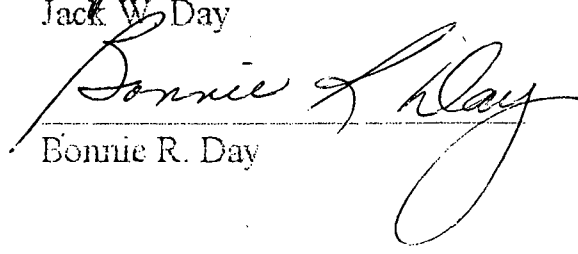
This is to authorize David and Arloa Kribbs of Corbett, Oregon, to act in our behalf with the Multnomah County Department of Environmental Services in seeking authorization to place a mobile home on our property that is located in Section 36, Township 1 North, Range 4 East, Tax Lot 56 and that has an account number of R-94436-0560.

This authorization is in no way intended, however, to limit, replace, and/or displace any grandfather clauses that we may be entitled to claim in achieving our building permits.

Respectfully submitted,



Jack W. Day



Bonnie R. Day

Attn - Chair - Beverly Stein

R-10
8/10/95

Alan L. Stokes
Green Acres Farms
38025 SE Howard Road
Corbett, OR 97019-9707

Board of County Commissioners
Attn Chairs Office (Beverly Stein)
Also Commissioners: Sharon Kelley
Don Saltzman
Gary Hansen
Tanya Collier

10 August 1995

Re: C 4-95, Environmental Overlay

I reside on Howard Canyon Road, East County. Of course, I am directly affected by this overlay as Big Creek flows through my property.

I have resided here for 19 years and have continuously farmed the land, and also farm or ranch other land in the area. I consider myself a good steward of the land, and try to keep the stream and adjacent area within the scope of present environmental conditions.

I do object to this overlay in its entirety, as it will devalue my land, and also restrict my use of the land for farming, and also my personal use and enjoyment of the creek and adjacent area.

Before you act on this proposal, I urge you to consider the effect on the people most directly affected, the property owners who pay the taxes and buy and maintain the land. And the fact that you will be taking away some of the value and use of our land.

The following sections of your proposal are particularly objectionable, overly restrictive, and/or hinder standard farming practices, and building and remodeling practices, or even preclude the use of the land for any purpose:

Sec .6406, Subs H - should allow for changes to the exterior of existing structures. Also add "including replacement of existing structures."

Sec .6426, Subs B(3)(a)(v)(A) and B(3)(a)(v)(B) - should be deleted as these subsections would not allow the land to be farmed with adequate fencing.

Sec .6428, Subs A(3) - Delete "except structures", if not deleted, this provision would hinder or preclude placement of a structure for optimum farm use.

Sec .6428, Subs A(4) - Delete "but not expansion" and replace with "or replacement" as this is necessary to allow residents to improve or add-on to existing houses or farm structures for economic benefit or personal use.

Sec .6248, Subs D(1) and D(2) - Delete both as they are impractical alternatives. These would require a use to be moved to a less desirable or unsuitable placement, or as in Subs D(2), would deny an Conditional Use, which would otherwise be authorized, requiring the use to be moved to another location completely off-site.

Each of the Board of Commissioners will have before you a copy of my objections to this proposal. Please consider them carefully, as you could take away the value of a 300 foot strip of my land, and in some cases, the value of a 600 foot strip of other property owner's land.

Sincerely,

Alan L. Stokes

Alan L. Stokes

R-10
8/10/95

RECEIVED

JUL 11 1995

Multnomah County
Zoning Division

July 10, 1995

Gordon Howard
Multnomah County
Planning/Zoning
2115 SE Morrison
Portland, Oregon 97214

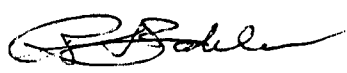
Ref: New Zoning SEC H

Dear Mr. Howard:

This is in response to the meeting set for July 10, 1995, regarding the additional zoning proposed for some of the West Hills area.

I submit as a long time land owner, my strong objection to this additional layer of zoning. When will these layers of restrictions stop. The idealistic zoning by persons who don't have the responsibility to care for and protect the land is unbelievable. Again, for the record, I object to any additional new zoning restrictions that would effect my property until at least the other planning for the area can be finished that is in progress at this time.

Sincerely,



Robert L. Zahler
13937 NW Springville Rd.
Portland, Oregon 97229
503 292-3183

cc: Commissioner Dan Saltzman Dist # 1
1120 SW 5th
Portland, Oregon 97204



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Jeff Bachrach
1727 NW Hoyt
Portland, Oregon 97210*

Dear Mr. Bachrach:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

This continuance has been requested by Planning staff in order to resolve issues and concerns addressed in the August 10th first reading. The Board of County Commissioners have been asked to make the appropriate motion and approve the continuance at its Planning meeting scheduled for 1:30 p.m., Tuesday, August 22, 1995. The August 24 Board meeting was cancelled due to lack of a quorum.

If you have questions regarding the Board agenda, please do not hesitate to call me. Questions regarding the ordinance should be addressed to Gordon Howard, Planning and Development office, 248-3043. Thank you.

Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad

*enclosure
cc: Gordon Howard*



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
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CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

Lt. Col. Daniel L. Stokes
1156 Fudge Drive
Beavercreek, Ohio 45434-6709

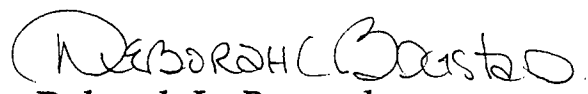
Dear Lt. Col. Stokes:

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Sincerely,


Deborah L. Bogstad

enclosure
cc: Gordon Howard



MULTNOMAH COUNTY OREGON

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PORTLAND, OREGON 97204

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

Alan L. Stokes
38025 SE Howard Road
Corbett, Oregon 97019

Dear Mr. Stokes:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad

enclosure
cc: Gordon Howard



MULTNOMAH COUNTY OREGON

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SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*David Kribbs
45415 E. Larch Mountain Road
Corbett, Oregon 97019*

Dear Mr. Kribbs:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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If you have questions regarding the Board agenda, please do not hesitate to call me. Questions regarding the ordinance should be addressed to Gordon Howard, Planning and Development office, 248-3043. Thank you.

Sincerely,

Deborah L. Bogstad
Deborah L. Bogstad

enclosure

cc: Gordon Howard



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS		
BEVERLY STEIN •	CHAIR •	248-3308
DAN SALTZMAN •	DISTRICT 1 •	248-5220
GARY HANSEN •	DISTRICT 2 •	248-5219
TANYA COLLIER •	DISTRICT 3 •	248-5217
SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Sharon Strickland
38530 SE Howard Road
Corbett, Oregon 97019*

Dear Ms. Strickland:

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Bethany M. Strickland
38530 SE Howard Road
Corbett, Oregon 97019*

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Deborah L. Bogstad

enclosure

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Irisa E. McCausland
32950 Bell Road
Corbett, Oregon 97019*

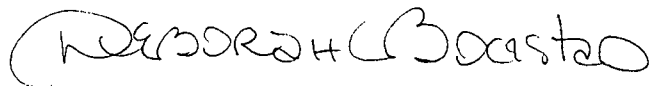
Dear Ms. McCausland:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Deborah L. Bogstad

*enclosure
cc: Gordon Howard*



MULTNOMAH COUNTY OREGON

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PORTLAND, OREGON 97204

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Arnold Rochlin
P.O. Box 83645
Portland, Oregon 97283-0645*

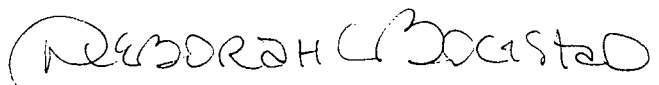
Dear Mr. Rochlin:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Deborah L. Bogstad

*enclosure
cc: Gordon Howard*



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR • 248-3308
DAN SALTZMAN • DISTRICT 1 • 248-5220
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TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

August 16, 1995

*Karen McDaniel
4730 SW 182nd
Aloha, Oregon 97007*

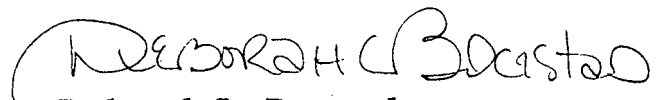
Dear Ms. McDaniel:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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*enclosure
cc: Gordon Howard*



MULTNOMAH COUNTY OREGON

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PORTLAND, OREGON 97204

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Joseph L. Kabdebo
725 SW Viewmont Drive
Portland, Oregon 97225*

Dear Mr. Kabdebo:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Deborah L. Bogstad
Deborah L. Bogstad

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Paul Wright
21560 NW Gilkison Road
Scappoose, Oregon 97056*

Dear Mr. Wright:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Deborah L. Bogstad

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1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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CLERK'S OFFICE •	248-3277 •	248-5222

August 16, 1995

*Marquetta Mitchell
21560 NW Gilkison Road
Scappoose, Oregon 97056*

Dear Ms. Mitchell:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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enclosure

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MULTNOMAH COUNTY OREGON

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1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

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CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

Howard Hecht
21570 NW Gilkison Road
Scappoose, Oregon 97056

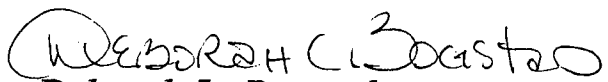
Dear Mr. Hecht:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

Longview Fibre
Timber Department
P.O. Box 667
Longview, Washington 98632

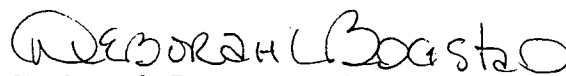
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CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

*Randy and Christina Pousson
1642 Boston Street
Salinas, California 93906*

Greetings:

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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

Mildred Smith
6600 High Heaven Road
McMinnville, Oregon 97128

Dear Ms. Smith:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

*Nancy Keim
6505 High Heaven Road
McMinnville, Oregon 97128*

Dear Ms. Keim:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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*enclosure
cc: Gordon Howard*



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CLERK'S OFFICE •	248-3277 •	248-5222

August 17, 1995

Michael Robinson
Stoel, Rives, et al
900 SW Fifth Avenue, Suite 2300
Portland, Oregon 97204

Dear Mr. Robinson:

This is to advise you that the second reading and possible adoption of C 4-95, an Ordinance Amending the Sectional Zoning Maps by Applying the SEC-v (Scenic Views), SEC-h (Wildlife Habitat) and SEC-s (Streams) Zoning Overlay District to Lands within the West Hills Rural Area and Adjacent to Big, Knierem, and Howard Canyon Creeks in the East of Sandy River Rural Area, which was previously scheduled for Thursday, August 24, 1995, will be continued to 9:30 a.m., Thursday, September 7, 1995.

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Sincerely,


Deborah L. Bogstad

enclosure

11

PLEASE PRINT LEGIBLY!

MEETING DATE 8/10/95

NAME

Arnold Rochlin

ADDRESS

PO Box 83645

STREET

Portland, OR 97283-0645

CITY

ZIP

Amend Mining permit regulations
I WISH TO SPEAK ON AGENDA ITEM NO.

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

R-11

12

PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME

ADDRESS

Bill Beckmann
14555 NW Larson Rd
STREET
Portland
CITY 97231
ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-11
SUPPORT _____ **OPPOSE** X
SUBMIT TO BOARD CLERK

13

PLEASE PRINT LEGIBLY!

MEETING DATE 8-10-95

NAME

Tom CROPPER

ADDRESS

POB 18025

STREET

PORTLAND

97218

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO.

R-11

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: Board of County Commissioners

FROM: Planning Staff

TODAY'S DATE: July 31, 1995

REQUESTED

PLACEMENT DATE: August 10, 1995

RE: Public hearing on an ordinance amending the Zoning Code to grant an extension to the time limit of current mineral and aggregate mining permits until two years after Periodic Review is completed. (Planning File No. C 5-95)

I. RECOMMENDATION / ACTION REQUESTED:

Recommend adoption of an ordinance amending MCC 11.15.7335 to allow the conditional use permit of the Angell Brothers quarry to remain valid until two years after Periodic Review issues related to aggregate mining are completed. The permit would continue to be subject to the same 1990 conditions of approval. The ordinance is requested to be by emergency clause to ensure that no interruption of the permit occurs in September. A Planning Commission resolution and proposed ordinance is included for consideration by the Board of County Commissioners. A public hearing on this matter is scheduled on August 10, 1995.

II. BACKGROUND / ANALYSIS:

Last November, Ordinance 804 made several amendments in the manner that future mining operations will be reviewed for conditional use approval. One of the changes was the deletion of a code section titled "Time Limit" which had limited the time period of each mining conditional use permit to five years. When Ordinance 804 was being reviewed for adoption, the Angell Brothers mining operation had nearly a year left on its 1990 conditional use permit. Now, approaching a year later, planning staff is recommending a code amendment that would allow uninterrupted mining at that site under the conditions of the 1990 permit until two years after a final order is issued by LCDC regarding the Goal 5 analysis of the site.

Below is the language proposed to be added to MCC 11.15.7335 Existing Operations with an explanation of the changes appearing to the right:

(A) All mineral extraction uses that have been approved without a time limit under MCC .5575, .5580, and .7305 through .7335, prior to July 26, 1979, shall continue to comply with the zoning standards and conditions of approval imposed at the time of approval.

(B) Mineral extraction conditional use permits approved with a time limit under MCC .7305 through .7335, during the time period July 26, 1979 to December 2, 1994, shall be subject to the zoning standards and conditions of approval imposed at the time of approval, including the specified expiration date, except those permits that were valid on December 2, 1994 shall expire two years after the Land Conservation and Development Commission has issued a Periodic Review final order regarding the county's Statewide Planning Goal 5 analysis of Mineral and Aggregate Inventory Site #4 (Angell Brothers).

Adding the phrase "without a time limit" clarifies that prior to July 26, 1979 approval of a conditional use mining permit did not expire.

From July 26, 1979 to December 2, 1994 conditional use mining permits expired 5 years after approval.

This makes clear that past permits are still subject to the original expiration, except for those permits valid on the day before the code changes became effective.

Only the Angell Brothers mining site on St. Helens highway had not expired by December 2, 1994.

III. FINANCIAL IMPACT:

No fiscal impact to the County has been identified.

IV. LEGAL ISSUES:

The deletion of the time limit section of the mining code last November left no provision for Angell Brothers to renew their last five year permit without applying for a new permit under today's regulations (that would not expire) for a as yet unresolved area of future extraction. This would further complicate issues associated with the Land Conservation and Development Commission (LCDC) critique of the county's ongoing Periodic Review of the county land use planning program.

V. CONTROVERSIAL ISSUES:

Without this amendment Angell Brothers operation might have to cease their present operation while there were hearings on a permit application that would not include provisions of an "Economic, Social, Environmental and Energy Analysis" (ESEE) that has been acknowledged by LCDC. It would be better to have the ESEE in its final form before such hearings are held. There were no written materials submitted or public testimony in opposition expressed to the Planning Commission in July, 1995.

VI. LINK TO CURRENT COUNTY POLICIES:

This Ordinance would allow for completion of the "West Hills Reconciliation Report", which contains the ESEE analysis for the Angell Brothers aggregate mining site, before that operation must apply for a new conditional use approval. The Reconciliation Report is the county's plan document for addressing Statewide Planning Goal 5 natural resource protection in the West Hills. The connection with the Multnomah County Comprehensive Framework Plan is with Policy 16 Natural Resources, comprised of subpolicies 16-A through 16-L.

VII. CITIZEN PARTICIPATION:

This potential problem of the Angell Brothers conditional use permit expiring was brought to the attention of the Division of Planning by the mining operator. The mining operator and his counsel were provided drafts of the proposed amendment and they responded with suggested minor changes only to the findings portions of the ordinance.

There were no opponents or other public testimony submitted to the Planning Commission in July, 1995. Notice of the Planning Commission public hearing was mailed to the affected site, property owners within 500 feet of the site, leadership of the Friends of Forest Park and Sauvie Island Conservancy, the Multnomah Channel marina owners association, and parties involved in the LCDC mediation process on Periodic Review.

VIII. OTHER GOVERNMENT PARTICIPATION:

A draft of the ordinance and notice of the public hearings was provided to the Department of Land Conservation and Development (DLCD). That agency did not provide testimony or written comment to the Planning Commission.

ORDINANCE FACT SHEET

Ordinance Title:

An Ordinance amending MCC 11.15 to clarify the regulation of mining conditional use permits approved under time limit provisions previously deleted from the zoning code, in partial fulfillment of Periodic Review Work Program tasks required to bring Multnomah County's land use program into compliance with Statewide Planning Goal 5, and declaring an emergency.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

Recommend adoption of this ordinance amending MCC 11.15.7335 to allow the conditional use permit of the Angell Brothers quarry to remain valid until two years after Periodic Review issues related to aggregate mining are completed. The permit would continue to be subject to the same 1990 conditions of approval. The ordinance is requested to be by emergency clause to ensure that no interruption of the permit occurs in September.

What other local jurisdictions have enacted similar legislation?

This situation may be unique to the Multnomah County Zoning Code. By adoption of Ordinance 804 last November, (which amended the regulation of mining operations), the section of the code dealing with a time limit on mining permits was deleted at the recommendation of the Department of Land Conservation and Development. That left Angell Brothers quarry with a permit that was only valid until the next September, which was thought to be enough time to apply for a new Conditional Use permit before the permit expired. However, aggregate mining issue mediation continues to this day and it would be best to extend the current permit until those issues are resolved and then the Angell Brothers operation could come in for a Conditional Use application that would cover all the land area appropriate for mining – to be determined at the conclusion of the LCDC's Periodic Review of the County's land use program.

What is the fiscal impact, if any?

No fiscal impact to the County has been identified.

SIGNATURES

Person filling out form: Gary Clifford

Planning and Budget (if fiscal impact): _____

Department Manager / Elected Official: REP. Mike Evers

**DECISION OF THE
MULTNOMAH COUNTY PLANNING COMMISSION**

In the matter of amending the Zoning)
Code to clarify the regulation of mining)
conditional use permits approved under)
time limit provisions no longer in effect)

**RESOLUTION
C 5-95**

WHEREAS, Periodic Review Remand Order 93-RA-876 required Multnomah County to complete additional work related to certain Statewide Planning Goal 5 resources; and

WHEREAS, On November 3, 1994 the Board of County Commissioners adopted Ordinance 804 which amended the county zoning code (MCC 11.15) to provide clear standards to protect mining operations from future conflicts while providing for standards applicable to mining that will reduce the impacts of mining on surrounding land uses; and

WHEREAS, A part of those code amendments was the elimination of a time limit standard for future mining conditional use permit approvals; and

WHEREAS, This ordinance is needed to clarify the status of conditional use permits approved under those time limit provisions; and

WHEREAS, It is appropriate to provide a provision for the currently unexpired permit to mine aggregate site #4, (Angell Brothers) to remain in effect until unresolved Goal 5 issues raised by LCDC are completed for the site and there is time for the property owner / operator to receive conditional use review under the new standards before the permit expires; and

WHEREAS, The Planning Commission conducted a public hearing on July 10, 1995, to accept public testimony on a proposed amendment to the zoning code text; and

NOW, THEREFORE BE IT RESOLVED that the Planning Commission hereby recommends that the Board of County Commissioners amend the zoning code as indicated in the attached Ordinance in partial fulfillment of requirements of the LCDC Periodic Review Remand Order.

Approved this 10th day of July, 1995

By Leonard Yoon, Chair
Leonard Yoon, Chair
Multnomah County Planning Commission

R-11
8/10/95

Arnold Rochlin
P.O. Box 83645
Portland, Or 97283-0645
289-2657

Multnomah County Board of Commissioners

CASE C 5-95 Testimony August 10, 1995

This procedure amending MCC 11.15.7335 is not a lawful means of extending a mineral extraction permit.

1. The proposal conflicts with the Comprehensive Plan. Policy 16-B, Strategy G provides that mining at a designated resource site "shall be reviewed as a conditional use". The proposal is to grant a permit to continue mining. Concerning the Angell Brothers quarry, it would be a replacement permit allowing mining after the old one expires.

2. The subject of this proceeding is a "permit" as defined by ORS 215.402(4). A permit is in force only for the duration provided by the regulations on which its approval was based. A 5 year time limit is expressly provided in MCC 11.15.7330 as it was in effect at the time of application. The 5 year Conditional Use permit granted in 1990 is a final land use decision, subject to change only by a new Conditional Use Permit.

3. The procedure violates 11.15.7110(A) which provides that approval of a Conditional Use is done as prescribed by .8205 through .8280. 11.15.8205 defines approval of Conditional Uses, without exception, as "actions", subject to the "action" procedure. The applicable procedures are those customarily and necessarily used for processing land use applications. .7110(B) provides that, under the procedures of .8205 through .8280:

"The Approval Authority shall hold a public hearing on each application for a Conditional Use, modification thereof, **time extension** or reinstatement of a revoked permit." (emphasis added).

It is clear that the code expressly intends that the quasi-judicial land use procedure is required to extend a mining permit. A number of provisions of Chapter 11.15.7105 *et seq.* are not applicable to mineral extraction, but in each such case the exception is expressly stated in the code. E.g., .7110(C) and .7115 do not apply to mining. .7110(A) and (B) are applicable.

4. The implication of the notice and procedure used here, is that, in violation of .8230(D), no burden of proof of compliance with applicable standards and criteria is placed on the property owner or whoever is the "applicant" or proponent of the change.

5. The proposed action is wrongly characterized as legislative. Though a legislative procedure is used to circumvent county and state requirements for a quasi-judicial land use proceeding, the action remains quasi-judicial in substance and law.

6. The notice of the hearing does not comply with ORS 197.763(3)(b) which require a statement of the relevant criteria in the county code and comprehensive plan.

7. The county has continuously, for nearly a year, failed to comply with ORS 215.050(3) which requires the county to make copies of its comprehensive plan available for sale to the public. I have repeatedly been told by county staff (Sarah Ewing and Mark Hess) that it is intentionally unavailable because of a decision to not publish the current plan until further changes are made.

I cannot know if I have addressed all relevant points, because the county has not identified what is relevant to approval, as is required by law.

Question: Has the Board been provided with any staff report other than the June 27, 1995 report to the Planning Commission? If yes, then failure to make it public at least 7 days before this hearing would be a violation of ORS 197.763(4)(b). (The county code, .8230(C) requires only 5 days, but is obviously pre-empted.)

A handwritten signature in cursive script, appearing to read "Andy Rocklin".

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 827

An Ordinance amending MCC 11.15 to clarify the regulation of mining conditional use permits approved under time limit provisions previously deleted from the zoning code, in partial fulfillment of Periodic Review Work Program tasks required to bring Multnomah County's land use program into compliance with Statewide Planning Goal 5, and declaring an emergency.

(Underlined sections are new or replacements; [~~bracketed~~] sections are deleted.)

Multnomah County Ordains as follows:

Section I. Findings.

(A) Periodic Review Remand Order 93-RA-876 required Multnomah County to complete additional work related to protection and regulation of aggregate and mineral resources to be in compliance with the requirements of Statewide Planning Goal 5 and associated Oregon Administrative Rules.

(B) On March 9, 1994, the Land Conservation and Development Commission (LCDC) approved the county's Work Program (WKPROG - 0038) which indicated work tasks that must be completed to fulfill the requirements of the Remand Order.

(C) On November 3, 1994 the Board of County Commissioners adopted Ordinance 804 which amended the county zoning code (MCC 11.15) to provide clear standards to protect mining operations from future conflicts while providing for standards applicable to mining that will reduce the impacts of mining on surrounding land uses.

(D) A part of those code amendments was the elimination of a time limit standard for future mining conditional use permit approvals (MCC 11.15.7330 "Time Limit" was deleted). The purpose of this ordinance is to clarify the status of those conditional use permits approved under those time limit provisions that are no longer in the code and allow for the currently unexpired permit to mine aggregate

1 site #4, (Angell Brothers) to remain in effect until unresolved Goal 5 issues raised by LCDC are com-
2 pleted for the site and there is time for the property owner/operator to apply for, and the county to per-
3 form, conditional use review under the new standards before the permit expires.

4 (E) On July 10, 1995 the Planning Commission held a public hearing. A hearing before the
5 Board of County Commissioners followed on August 10, 1995. At each of the hearings all
6 interested persons were given an opportunity to appear and be heard.

7
8 Section II. Amendment of Zoning Code.

9 Multnomah County Code Chapter 11.15 is amended to read as follows:

10
11 **Mineral Extraction CU**

12 * * *

13 **11.15.7335 Existing Operations**

14 (A) All mineral extraction uses that have been approved without a time limit under MCC .5575,
15 .5580, and .7305 through .7335, prior to July 26, 1979, shall continue to comply with the zoning
16 standards and conditions of approval imposed at the time of approval.

17 (B) Mineral extraction conditional use permits approved with a time limit under MCC .7305
18 through .7335, during the time period July 26, 1979 to December 2, 1994, shall be subject to the
19 zoning standards and conditions of approval imposed at the time of approval, including the
20 specified expiration date, except those permits that were valid on December 2, 1994 shall expire
21 two years after the Land Conservation and Development Commission has issued a Periodic
22 Review final order regarding the county's Statewide Planning Goal 5 analysis of Mineral and
23 Aggregate Inventory Site #4 (Angell Brothers).

1 Section V. Adoption.

2 This ordinance, being necessary for the health, safety, and general welfare of the people of
3 Multnomah County, an emergency is declared and the ordinance shall take effect upon its execution by
4 the County Chair, pursuant to section 5.50 of the Charter of Multnomah County.

5 ADOPTED THIS 10th day of August, 1995, being the date of its first
6 reading before the Board of County Commissioners of Multnomah County.



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By _____

Beverly Stein
Multnomah County Chair

18 REVIEWED:

19 JOHN DUBAY, CHIEF ASSISTANT COUNTY COUNSEL
20 for MULTNOMAH COUNTY, OREGON

21 By _____

22 John L. DuBay
23
24
25
26

MEETING DATE: AUG 10 1995AGENDA NO: B-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM**SUBJECT:** Multnomah Commission on Children and Families - 6 Month Plan**BOARD BRIEFING** Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 8/10/95Amount of Time Needed: 45 minutes**DEPARTMENT:** _____ **DIVISION:** MCCF**CONTACT:** Helen Richardson **TELEPHONE #:** ext. 3982
BLDG/ROOM #: 166/500**PERSON(S) MAKING PRESENTATION:** Mark Rosenbaum, Luther Sturtevant, Nan Waller**ACTION REQUESTED:**☐ **INFORMATIONAL ONLY** ☐ **POLICY DIRECTION** ☐ **APPROVAL** ☐ **OTHER****SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

The Commission on Children and Families has established a plan for its work over the next six months. That work will set direction for the county's efforts in both system and services on behalf of children and families. Commission members want to inform the BCC about this exciting path they are embarked on as they begin.

SIGNATURES REQUIRED:**ELECTED OFFICIAL:** _____**OR****DEPARTMENT MANAGER:** _____**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES****Any Questions: Call the Office of the Board Clerk 248-3277/248-5222**

0516C/63

6/93

TOTAL P.01

BOARD OF
COUNTY COMMISSIONERS
1995 AUG - 2 AM 11:27
MULTNOMAH COUNTY
OREGON

MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES

A PLAN FOR ACTION

Adopted by the MCCF June 29, 1995

In May of 1995, the Multnomah Commission on Children and Families had a retreat to review their efforts to date and determine the Commission's course for the future. Commissioners decided they could best fulfill their responsibility for moving to a wellness-based system of services and supports by shifting their focus from services to systems change for the next 6 months. At the retreat and several subsequent meetings, eight elements of a system were identified (see attachment 1). Commissioners recognized that not all elements of importance can be addressed at once, so they chose three areas for an initial 6 month focus. At the end of that time, the MCCF will have another retreat to craft a compelling vision and develop a 12 month work plan to market the compelling vision. Following is the MCCF's Plan for Action for the next 6 months.

SIX MONTHS PLAN

A. STAFF WILL DEVELOP MATERIAL, using what we have already developed as a starting point, to form the basis for creating the compelling vision.

Included will be:

- Description of what the current situation looks like along the continuum of childhood including benchmarks and demographics.
- Description of what we want Multnomah County's system for children and families to look like, what we need to get there, what we already have in place and the barriers we face to achieving wellness.
- Proposed list of critical wellness conditions and services, including program models and examples that the MCCF considers important to achieving wellness. Estimate current market penetration of wellness services, i.e. the percentage of children and families served (consider using key resistance factors as framework).

CHARGE: Staff will prepare discussion paper for MCCF and stakeholder dialog about above topics. The document will be used to create a compelling vision. A list of priority wellness conditions and services will be developed, including an analysis of current MCCF funding to identify what funding is clearly consistent and inconsistent with MCCF goals. The result of this work may then be taken out to the community for reaction and input in the following 6 months.

B. PLANNING COMMITTEE (on-going)

- **meet planning responsibilities regarding systems and new funding streams, and**
- **work with county departments and key stakeholders to coordinate planning and to assure that plans are consistent with MCCF goals, vision and values.**

Possible areas of focus will include:

- Child Welfare System & Juvenile Rights Project
- Family Support and Preservation Funds
- Caring Community/District Coordinating Team Integration

CHARGE: Committee will prepare recommendations outlining the ongoing planning role of the Commission as a catalyst for and reviewer of planning efforts in relationship to a compelling vision statement. Identify the process by which the MCCF will:

- ♦ ensure needed planning efforts occur,
- ♦ ensure planning efforts are consistent with MCCF values, goals and priorities,
- ♦ identify gaps,
- ♦ identify overlapping efforts.

Include priority areas of focus, both short and long range. Include relationship to community (consumers, business, others) and to professional planning efforts both in and outside of the county structure.

C. A FUNDING OPTIONS WORK GROUP will meet for 6 months to research funding methods that promote wellness and provide incentives for success.

Possible topics for the work group to research include:

- Capitated system for family services
- Individual Development Accounts
- Performance Partnerships and block grants
- Combining funding streams and decategorization
- Funding coordination
- Venture capital

CHARGE: Committee will research funding options and prepare recommendations to MCCF for a ten year funding strategy to include in the compelling vision statement and an action plan to implement recommendations. Involve stakeholders in the discussion.

D. An IMPLEMENTING WELLNESS VALUES WORK GROUP will meet for 6 months to work on specific norm changing projects and create a proposal for MCCF for a strategy to implement wellness norms. Possible projects to pursue include:

- Tri-County Business Media Awards Project

- Hub/Youth Development Project with Boys & Girls Aid Society (approved by MCCF)
- Advocacy for girls project

CHARGE: Committee to develop strategies for implementing wellness values to be reflected in the compelling vision and to make recommendations about efforts for the MCCF to initiate and efforts of others for the MCCF to monitor. Oversee MCCF's joint project with Boys & Girls Aid Society (see Attachment 2).

NOTE: ALL OF THE ABOVE WORK IS TO BE DONE WITH ATTENTION TO THE OTHER SYSTEM ELEMENTS OF: INFORMATION SYSTEMS, COMMUNITY INVOLVEMENT, GEOGRAPHIC LOCATION/INTEGRATION OF SERVICES, EARLY ASSESSMENT, AND BECOMING A LEARNING SYSTEM (TRAINING & LEADERSHIP).

COMMITTEE NOTES: Committees are expected to meet approximately twice monthly to achieve their 6 month goals. Their first meeting shall include developing a work plan and specifying deliverables for the 6 month retreat. Each committee may add up to three special resource persons as-voting members.

TRANSFORMATIONAL FUNDS

The MCCF recognizes that moving to a wellness-based system requires significant change on many levels over time. The Commission recognizes the importance of using funds to aggressively advocate for transforming the system and the need to consider the stability of existing services to children and families. Through discussions with County Chair Stein, the MCCF decided to dedicate \$165,000 of its 1995-97 biennial funds to transformational work (\$55,000 to be used in FY 1995-96 and \$110,000 in FY 1996-97). The following criteria and process for use of the transformational funds were approved by the MCCF on June 29, 1995.

CRITERIA FOR USE

- Leverages other resources
- Promotes systems improvement
- Is consistent with MCCF values and Comprehensive Plan
- Has clearly defined, measurable outcome

PROCESS

During the first half of the fiscal year, use half the allocated funds (\$27,500) and use them only for the retreat and the work of the following work groups:

- Funding Options
- Implementing Wellness Values

APPROVED RECOMMENDATION : Fund HUB/ Youth Development Zone project for \$20,000 (Attachment 2). Use remaining \$7,500 for Funding Options Work Group and 6 month retreat.
REV. July 7, 1995

MCCF SYSTEM ELEMENTS

FRAMEWORK FOR ACTION

FUNDING

- Rewards Success
- Targeted Toward Plan

INFORMATION SYSTEMS

- Outcomes
- Tracking
- Client information
- Mapping needs
- Public information about services

GEOGRAPHIC LOCATION OF SERVICE ACCESS

- Neighborhood-based
- School-based

EARLY ASSESSMENT

PLANNING

- Overarching - includes other plans
- Provides a compelling vision
- Provides leadership and stimulates
 - targeted funding from all sources
 - collaborative and integrated professional training
 - other planning efforts within the larger CCF vision and two year plan

IMPLEMENTING WELLNESS VALUES

COMMUNITY INVOLVEMENT

BECOMING A LEARNING SYSTEM (Training and Leadership)

HUB/YOUTH DEVELOPMENT ZONE PROJECT

The Multnomah Commission on Children and Families is joining with other stakeholders in supporting two promising approaches in the development of a wellness-based system of services and supports for the children and families of Multnomah County. This project allows us to pilot and evaluate two aspects of our systems development work: geographic based services and promoting wellness values.

The MCCF will use \$20,000 of its Transformational Funds to partner with Boys and Girls Aid Society (BGAS) and others in a combined Hub and Youth Development Zone project. One community will be selected to pilot both a Hub and a Youth Development Zone. Youth Development concepts, principles and techniques will be integrated into the development and implementation of the Hub and expected outcomes will be based on both integrated services and youth development concepts.

The Community Hub, a concept that is supported by the Multnomah Commission on Children and Families and enthusiastically received by school districts and the City of Portland, is a community-based, integrated, generic state/school/county collaboration. A Hub involves a school's remaining open in the afternoons and evenings for classes, appointments with social service workers, legal services, recreational programs, mentoring programs, reading groups, arts programs, public safety information presentations, employment services, computer access to libraries and other information networks, etc. The community would be surveyed to determine what services the residents want to have available in the neighborhood school and the Hub itself would be guided by a citizen advisory committee, in consultation with the school site-based council.

The long range intent in Multnomah County is to create Hubs in areas of 3,000 to 5,000 families throughout the county. Similar approaches have proven successful in other parts of the nation, one well know example being the Beacon Schools in New York City.

Youth Development is an approach which recognizes children and youth as co-partners and helps youth, including those considered to be "high risk", to become and be recognized as contributing members of society. BGAS has formulated Project Respect, a project that engages youth as participants in creating caring communities by, among other efforts, helping to identify and achieve wellness outcomes that benefit youth, their families and their community. This project involves the designation of an area of the county as a Youth Development Zone (YDZ), a pilot zone to test concepts that would be expected to increase the level of:

- * youth-adult collaboration in community problem solving activities,
- * youth participation in decision making activities affecting the lives of young people,

- * respect young people and adults experience for each other in their interactions.

The selected community will determine the activities it will engage in and will receive training, resources and technical assistance through Project Respect. BGAS has a commitment of \$100,000 from the Meyer Foundation for this project.

Approved by MCCF 6-29-95

WELLNESS CONDITIONS AND SERVICES

WELLNESS: The preservation of each child's potential for physical, social, emotional, cognitive and cultural development.

GOAL OF WELLNESS MODEL: To counteract the presence of risks that threaten healthy development. This is done by strengthening supports in a child's environment that offset conditions which threaten the potential for healthy development; by supporting the growth and development of positive attributes, skills and behaviors as well as reducing negative attributes, skills and behaviors. *Preservation of potential happens by protecting and optimizing potential.*

Growth Promotion is the enhancement and optimization of growth and functioning by strengthening and supporting the development of competencies in order to enhance adaptive functioning and a sense of well being and self-efficacy.

WELLNESS CONDITIONS: Those conditions that protect and enhance a child's potential by increasing protective factors while reducing risk; supporting growth and development of positives while reducing negatives.

What Children Need

- o Basic Needs
 - Food
 - Clothing
 - Shelter
 - Protection from harm
 - Health
- o Competent Adults
 - Caretakers
 - Models
- o Opportunities for Growth & Development
 - Physical
 - Cognitive
 - Social (family, friends/peers, school/work, legal)
 - Emotional
 - Moral
- o Supportive Environment

Conditions that Support Resiliency-Protective Factors

- o Attributes of Resilient Child
 - Sense of purpose/future
 - Social competence
 - Autonomy
 - Problem solving skills
 - Individual Factors
- o Community Factors
 - Communicate consistent, high expectations
 - Ample opportunity for meaningful participation in and contribution to child's social environment and prosocial activities
 - Caring, supportive relationship with at least one adult
- o Development of strong bonds between children, their families, schools and other social institutions

Conditions that Mitigate Risk

(In process of development)

BASIC WELLNESS SERVICES: Support the above and target both the general and high risk populations. These services enhance protective factors and mitigate risk among:

- all children and families, regardless of level of risk
- high and multiple risk populations, groups or individuals where possible in order to
 - ⇒ develop appropriate strategies to address them
 - ⇒ determine maximum use of resources