

# **ANNOTATED MINUTES**

*Tuesday, January 23, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

## **DE NOVO HEARING**

*Chair Beverly Stein convened the meeting at 9:36 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

*P-1      CS 3-95      De Novo Hearing. 20 Minutes Per Side, Regarding Appeal of December 8, 1995 Hearings Officer Decision on Proposed Elimination or Modification of an Existing Community Service Condition of Approval - from CS 18-61a (1981) - that Restricts Off-Site Horse Riding on Property Located at 5989 SE JENNE LANE, PORTLAND.*

**CHAIR STEIN EXPLAINED QUASI-JUDICIAL PROCESS. AT CHAIR STEIN'S REQUEST FOR DISCLOSURE OF EX PARTE CONTACTS, COMMISSIONER KELLEY DECLARED SHE HAS BEEN INVOLVED IN MEDIATION WITH THE APPLICANT AND NEIGHBORS FOR APPROXIMATELY TWO YEARS, BUT FEELS NO BIAS TOWARD EITHER SIDE. COMMISSIONER COLLIER DECLARED A STAFF MEMBER HAD VISITED THE AREA. AT CHAIR STEIN REQUEST FOR CHALLENGES AND/OR OBJECTIONS, NONE WERE OFFERED. PLANNER BARRY MANNING PRESENTED CASE HISTORY. HEARINGS OFFICER BARRY ADAMSON EXPLAINED INTERPRETATION OF CRITERIA USED IN HIS DETERMINATION TO DENY APPLICATION. APPLICANT'S ATTORNEY VERN COOK SUBMITTED MEMORANDUM AND EXHIBITS AND TESTIFIED IN SUPPORT OF ELIMINATION OR MODIFICATION OF OFF-SITE HORSE RIDING RESTRICTION. STABLE OPERATOR MARK HAMMERSMITH, STABLE WORKER AND BOARDER LARRY JACOBS AND BOARDER PAT BROWN TESTIFIED IN SUPPORT OF APPLICANT'S REQUEST FOR ELIMINATION OR MODIFICATION OF OFF-SITE HORSE RIDING RESTRICTION. MRS. BROWN READ PORTION OF A LETTER FROM**

**SENATOR RANDY LEONARD SUPPORTING APPLICANT'S REQUEST. OPPOSING NEIGHBORS' REPRESENTATIVE MARK LOZIER PRESENTED EXHIBITS AND TESTIFIED IN OPPOSITION TO APPLICANT'S REQUEST AND IN SUPPORT OF HEARINGS OFFICER DECISION. IN RESPONSE TO QUESTION OF COUNSEL JOHN DuBAY, MR. LOZIER ADVISED THE ITEMS HE SUBMITTED AND DISCUSSED TODAY HAD BEEN SUBMITTED AND DISCUSSED AT THE HEARING BEFORE THE HEARINGS OFFICER. MR. MANNING DISCUSSED PLANNING STAFF FINDINGS AND CONCLUSIONS AND RECOMMENDATIONS AS OUTLINED IN HIS JANUARY 17, 1996 MEMORANDUM, AND RESPONDED TO BOARD QUESTIONS. TRANSPORTATION STAFF JOHN DORST DISCUSSED LOCAL ACCESS ROAD JENNE LANE MAINTAINED BY THE RESIDENTS AND UNIMPROVED CIRCLE AVENUE, ADVISING UNLESS CERTAIN IMPROVEMENTS WERE MADE TO MEET THE BASIC FIRE AND LIFE SAFETY ISSUES, TRANSPORTATION STAFF WOULD RECOMMEND DENIAL OF EXPANSION OF A COMMERCIAL BOARDING FACILITY. MR. DORST RESPONSE TO BOARD QUESTIONS AND DISCUSSION CONCERNING PROPOSALS INCLUDING CONSTRUCTION OF A BRIDGE OVER WETLAND AREA, RESTRICTING ACCESS DURING WINTER MONTHS, VACATING THE RIGHT OF WAY ON CIRCLE AVENUE, AND ANNEXING THE AREA TO THE CITY OF PORTLAND. MR. HAMMERSMITH RESPONSE TO BOARD QUESTIONS. MARK LOZIER AND HERB BROWN COMMENTS REGARDING NUMBER OF HORSES. IN RESPONSE TO INQUIRIES OF CHAIR STEIN, THERE WAS NO REQUEST FOR CONTINUANCE OR OBJECTION TO HEARING RAISED. HEARING CLOSED. FOLLOWING DISCUSSION WITH CHAIR STEIN AND MR. DuBAY, COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL THAT APPLICANT HAS MET THE BURDEN OF PROOF. FOLLOWING DISCUSSION AND AT THE SUGGESTION OF CHAIR STEIN, COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER KELLEY, TO**

AMEND PRIOR MOTION TO APPROVE THAT APPLICANT HAS MET THE BURDEN OF PROOF, AND THAT THE HEARINGS OFFICER DECISION ANALYSIS BE SUBSTITUTED WITH THE PLANNING STAFF ANALYSIS. MOTION ADOPTING THE PLANNING STAFF ANALYSIS IN TERMS OF MEETING THE BURDEN OF PROOF UNANIMOUSLY APPROVED. FOLLOWING MR. MANNING, MR. ADAMSON, MR. HAMMERSMITH AND MR. LOZIER RESPONSE TO BOARD DISCUSSION CONCERNING MERITS OF WALKING HORSE VERSUS RIDING HORSE AT A WALK, COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF THE CONDITION THAT HORSES EITHER NEED TO BE RIDDEN AT A WALK OR WALKED ON JENNE LANE AND CIRCLE AVENUE. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. DuBAY SUGGESTED THAT THE BOARD'S PRIOR ACTION TO SUBSTITUTE STAFF FINDINGS FOR THE HEARINGS OFFICER FINDINGS SHOULD BE CLARIFIED TO STATE THAT CRITERIA CAN BE MET IF CERTAIN CONDITIONS HAVE BEEN IMPOSED. CONDITION UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION, COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF THE CONDITION THAT APPLICANT'S CUSTOMERS SHALL NOT RIDE ON CIRCLE AVENUE WHEN IT IS VISIBLY WET. BOARD DISCUSSION. COMMISSIONER COLLIER'S MOTION DIED FOR LACK OF SUPPORT. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE CONDITION THAT NONE OF APPLICANT'S CUSTOMERS SHALL RIDE ON CIRCLE AVENUE BETWEEN OCTOBER 15 AND APRIL 15. AT THE CLARIFICATION AND SUGGESTION OF MR. MANNING, COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED APPROVAL TO AMEND COMMISSIONER HANSEN'S PREVIOUS MOTION TO APPROVE CONDITION THAT NONE OF APPLICANT'S CUSTOMERS SHALL RIDE ON CIRCLE AVENUE BETWEEN OCTOBER 15 TO

APRIL 15 OR UNTIL SUCH TIME AS A BRIDGE BUILT. CONDITION UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION, COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF CONDITION THAT, NONE OF APPLICANT'S CUSTOMERS SHALL TRESPASS ON ADJACENT PRIVATE PROPERTY. BOARD DISCUSSION. MR. MANNING AND MR. DuBAY EXPLANATION. CONDITION UNANIMOUSLY APPROVED. FOLLOWING MR. MANNING, MR. DORST AND MR. DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION, AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, REMOVAL OF CONDITION #3 OF CS 18-61a WAS UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONDITION THAT "APPLICANT'S ENDURING FULFILLMENT OF CONDITIONS SHALL BE A CONDITION SUBSEQUENT TO THIS APPROVAL. ANY VIOLATION MAY BE BROUGHT TO THE ATTENTION OF THE PLANNING DIRECTOR. PROVEN VIOLATION(S) SHALL TERMINATE THE APPROVAL." WAS UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT OFFSIDE RIDING BE PROHIBITED ONE HALF HOUR BEFORE DUSK AND ONE HALF HOUR BEFORE DAWN. FOLLOWING BOARD DISCUSSION AND EXPLANATION OF MR. DuBAY AND MR. DORST, COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF A CONDITION REQUIRING 20 FOOT WIDENING OF THE ROAD AND DRAINAGE TO ACCOMMODATE SAME. BOARD COMMENTS. MR. HAMMERSMITH AND MR. LOZIER COMMENTS. COMMISSIONER COLLIER CALLED FOR THE QUESTION. MOTION FAILED, WITH COMMISSIONERS KELLEY AND HANSEN VOTING AYE, AND COMMISSIONERS COLLIER, SALTZMAN AND STEIN VOTING NO. FOLLOWING

DISCUSSION AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, CONDITION TO LIMIT STABLE CAPACITY TO 45 HORSE OCCUPANTS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE AND COMMISSIONERS COLLIER AND SALTZMAN VOTING NO. COMMISSIONER SALTZMAN'S MOTION TO APPROVE CONDITION REGARDING HORSE MANURE DIED FOR LACK OF A SECOND. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF CONDITION THAT APPROVAL EXPIRES IN THE EVENT OF LAND DIVISIONS OR RESIDENTIAL DEVELOPMENT. FOLLOWING MR. DuBAY AND MR. MANNING RESPONSE TO BOARD QUESTIONS, COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF CONDITION THAT RIDING OFF PREMISES IS SUBJECT TO USE OF THE PROPERTY AS A BOARDING STABLE ONLY. BOARD DISCUSSION. MR. MANNING AND MR. DuBAY SUGGESTIONS. BOARD COMMENTS AND DISCUSSION. CONDITION THAT APPROVAL EXPIRES IN THE EVENT OF LAND DIVISIONS OR RESIDENTIAL DEVELOPMENT UNANIMOUSLY APPROVED. COMMISSIONER SALTZMAN RESTATED HIS MOTION REGARDING USE OF PROPERTY AS A BOARDING STABLE ONLY. MR. MANNING SUGGESTED ALTERNATE AMENDMENT. BOARD COMMENTS AND DISCUSSION. MR. DuBAY RESPONSE TO BOARD QUESTIONS. CONDITION THAT OFF SITE RIDING LIMITATION APPLY TO BOARDING STABLE PURPOSES ONLY APPROVED, WITH COMMISSIONERS HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONERS KELLEY AND COLLIER VOTING NO. COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, TO APPROVE CONDITION THAT APPLICANT SHALL INCLUDE TERMS AND CONDITIONS OF THIS APPROVAL IN ALL WRITTEN BOARDING AGREEMENTS AND THAT APPLICANT SHALL ALSO PROMINENTLY POST THESE CONDITIONS

**AT THE ENTRANCE/EXIT TO THE STABLE FACILITIES. AT THE SUGGESTION OF COMMISSIONER HANSEN, COMMISSIONER SALTZMAN MOVED AND COMMISSIONER COLLIER SECONDED, THAT THE PREVIOUS MOTION BE AMENDED TO INCLUDE THAT A MAP BE POSTED TO SHOW THE IMPACT OF THE RELEVANT CONDITIONS. MOTIONS UNANIMOUSLY APPROVED. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT THE HEARINGS OFFICER DECISION BE OVERTURNED AND THE CRITERIA ARE REPLACED WITH THOSE OF PLANNING STAFF, WITH THE CONDITIONS DECIDED AT THIS HEARING, TO BE CONFORMED BY STAFF. AT THE REQUEST OF MR. DuBAY, MR. COOK AGREED TO A TWO WEEK WAIVER OF THE 120 DAY TIME LIMIT TO ALLOW STAFF SUFFICIENT TIME FOR PREPARATION OF THE FINAL ORDER. MR. LOZIER ADVISED HE PLANS TO APPEAL THIS DECISION TO LUBA. CHAIR STEIN ADVISED ALL PARTIES WILL RECEIVE A COPY OF THE BOARD'S WRITTEN DECISION, WHICH MAY BE APPEALED TO LUBA.**

*There being no further business, the meeting was adjourned at 12:20 p.m.*

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*Thursday, January 25, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

### **REGULAR MEETING**

*Vice-Chair Dan Saltzman convened the meeting at 9:30 a.m., with Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present, and Chair Beverly Stein excused.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY,  
SECONDED BY COMMISSIONER HANSEN, THE**

**CONSENT CALENDAR (ITEMS C-1 THROUGH C-8)  
WAS UNANIMOUSLY APPROVED.**

**SHERIFF'S OFFICE**

- C-1      *Transfer of Found/Unclaimed Property to the Department of Environmental Services for Sale or Disposal as Provided in Multnomah County Code 7.70 (List 96-1, 15 Assorted Bikes)*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-2      *ORDER Approving Execution of Contract 15802 for Repurchase of Tax Foreclosed Property to Former Owners Jerry T. Spiegel, Sandra S. Spiegel, Robert Thomas Spiegel and David Lee Spiegel*

**ORDER 96-7.**

- C-3      *ORDER Approving Execution of Contract 15803 for Repurchase of Tax Foreclosed Property to Former Owner Norman P. Horne*

**ORDER 96-8.**

- C-4      *ORDER Approving Execution of Deed D961286 for Repurchase of Tax Foreclosed Property to Former Owner SCS Company*

**ORDER 96-9.**

- C-5      *ORDER Approving Execution of Deed D961287 for Repurchase of Tax Foreclosed Property to Former Owner Carole Kraley*

**ORDER 96-10.**

- C-6      *ORDER Approving Execution of Deed D961288 Upon Complete Performance of a Contract to Arnold L. Mecham and Faye A. Mecham*

**ORDER 96-11.**

**DEPARTMENT OF JUVENILE JUSTICE SERVICES**

- C-7      *Intergovernmental Revenue Agreement 700236 with Metro Providing Stipend for Payback Program Youth Work Crews for Litter Pick-Up Services Done at Metro's Central Transfer Station for Browning-Ferris Industries*

- C-8            *Budget Modification DJJS 6 Adding \$20,900 Metro Revenue to the Payback Program to Fund Youth Work Crews for Litter Pick-Up Services*

**REGULAR AGENDA**

**PUBLIC COMMENT**

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

**NO ONE WISHED TO COMMENT.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-2            *Presentation of Employee Service Awards Honoring 31 Multnomah County Employees with 5 to 25 Years of Service*

**WITH THE ASSISTANCE OF SHERY STUMP AND GAIL FOSTER, THE BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO RENEE BOVE-JOHNSON, DEBORAH ANN THORSEN AND DOROTHY WHITE OF ASD; JULIE BURBACH, LISA DAVIS, NORMAN MILLER AND CURTIS STEPHENS OF CFS; SHADMAN AFZAL, TOMMY CHILDERS, HARRY FIELD, JASMINE FOX AND LOIS ZIMMERMAN OF DCC; ROBERT STEEVES OF JJD; WILLIAM SNODGRASS OF DLS; PAM ARDEN, MICHAEL DELMAN AND ELIZABETH KATZ OF NOND; AND KRISTY SCHNABEL AND CURTIS SMITH OF MSS; 10 YEAR AWARDS TO JEAN BUCCIARELLI OF CFS AND JOYCE LEWIS OF DCC; 15 YEAR AWARDS TO NEDRA BAGLEY OF DCC; DALE CAWLEY AND JOHN DORST OF DES; LUTHER STRONG OF JJD AND JEAN MILEY OF MSS; 20 YEAR AWARDS TO MILDRED TITUS OF CFS AND LANA DEATON OF DCC; 25 YEAR AWARDS TO CHRISTOPHER HAVELKA OF DCC; JOHN BJORK AND AMANCIO DIZON OF DES AND JANET IRWIN OF DLS.**

- R-3            *Budget Modification NOND 9 Authorizing Return of Overpaid Cable Revenues to the Mt. Hood Cable Regulatory Commission for Distribution to Other Franchise Jurisdictions*



**MULTNOMAH COUNTY'S CABLE COMMISSION REPRESENTATIVE ERNIE BONNER TESTIFIED IN SUPPORT. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-3. DAVE WARREN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

**R-4**      *RESOLUTION Setting February 29, 1996 for a Hearing to Consider Approving a Request for Removal of a Dedication to Cemetery Purposes for a Portion of Skyline Memorial Gardens Not Used for the Interment of Human Remains or Any Other Cemetery Purpose*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. SCI OREGON FUNERAL SERVICES REPRESENTATIVE ANDREW BOWMAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD DIRECTED MR. BOWMAN TO PROVIDE INFORMATION RELATING TO WHY PROPERTY IS BEING SOLD AND FOR WHAT PURPOSE, AND INFORMATION REGARDING ITS TAX EXEMPT STATUS AT THE FEBRUARY 29, 1996 PUBLIC HEARING. RESOLUTION 96-12 UNANIMOUSLY APPROVED. COUNSELS JOHN DuBAY AND MATTHEW RYAN AND MR. BOWMAN RESPONSE TO COMMISSIONER COLLIER QUESTIONS REGARDING FUTURE ZONING IMPLICATIONS OF PROPERTY.**

**SHERIFF'S OFFICE**

**R-5**      *RESOLUTION Transferring Title of a Sheriff's Office River Patrol Boat to the Oregon State Marine Board for Law Enforcement Use*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. LARRY AAB AND TERRY JONES EXPLANATION AND RESPONSE TO BOARD QUESTIONS. RESOLUTION 96-13 UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6      *ORDER Authorizing Execution of Intergovernmental Agreement 301066 with the City of Gresham for the Sublease of Space in the 501 Building for Use as a Multnomah County Aging Services Field Office*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-6. BOB OBERST EXPLANATION. ORDER 96-14 UNANIMOUSLY APPROVED.**

- R-7      *ORDER Authorizing Public Sale of Properties Acquired by Multnomah County through Foreclosure of Liens for Delinquent Taxes*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. KATHY TUNEBOG EXPLANATION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS IN SUPPORT OF FINE STAFF WORK. ORDER 96-15 UNANIMOUSLY APPROVED.**

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- R-8      *Budget Modification CFS 5 Adding New Revenue from Enterprise Community Social Service Block Grant; Adjusting Criminal Justice Services Division Gang Influenced Female Team (GIFT) Grant Revenue; Moving Salary Savings from Personnel to Materials and Services; and Authorizing Position Reclassifications and Changes within the Contracts and Evaluation Unit*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. SUSAN CLARK EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

- R-9      *Budget Modification CFS 8 Increasing the Adult Mental Health Program Budget by \$1,872,102 to Reflect Changes in the State Mental Health Developmental Disabilities Service Division Agreement; and Moving Appropriations from Pass Through to Personnel, Material and Services to Fund a Full-time Mental Health Consultant Position for the STOP Demonstration Project and Additional Services for STOP Clients*

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. MS. CLARK EXPLANATION AND**

**RESPONSE TO QUESTION OF COMMISSIONER  
KELLEY. BUDGET MODIFICATION  
UNANIMOUSLY APPROVED.**

- R-10 *Intergovernmental Agreement 104566 with Oregon Department of Employment for Employment Related Services for Target City Project Clients*

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-10. NORMA JAEGER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.**

- R-11 *Children's Capitation Project Briefing and Request for Approval of Intergovernmental Agreement 104586 with Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children.*

**LOLENZO POE, HOWARD KLINK AND JUDY ROBISON OF DCFS; MADELINE OLSON AND RALPH SUMMERS OF OREGON MENTAL HEALTH SERVICES; LINDA REILLY, CHILDREN'S ADVISORY BOARD MEMBER; KRISTIN ANGELL OF MENTAL HEALTH SERVICES WEST; JAY BLOOM OF MORRISON CENTER; LEE COLEMAN OF SERVICES TO CHILDREN AND FAMILIES; PHYLLIS PAULSON OF GARLINGTON CENTER AND MIKE MASELLE OF ALBERTINA KERR PRESENTATION, DISCUSSION AND RESPONSE TO BOARD QUESTIONS AND COMMENTS. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, THE AGREEMENT WAS UNANIMOUSLY APPROVED. BOARD COMMENDED STAFF AND PROVIDERS FOR THEIR COOPERATIVE EFFORTS.**

**BOARD RECOGNIZED CONTRIBUTIONS OF RETIRING COUNSEL JOHN DuBAY.**

*The regular meeting was adjourned at 10:50 a.m. and the briefing convened at 10:55 a.m.*

Thursday, January 25, 1996 - 10:30 AM  
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

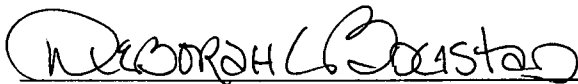
**BOARD BRIEFINGS**

- B-1      *Review of the Proposed 1996-1999 Library Serial Levy Budget and Ballot Language. Presented by Ginnie Cooper and Dave Warren.*
- B-2      *Review of Proposals to Issue General Obligation Bonds for Capital Enhancements to the Library System Including Technology Improvements and Equipment, Furniture, Building Improvements, and Major Branch Improvements. Presented by Ginnie Cooper.*

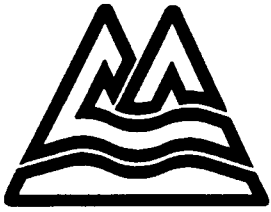
**DAVE WARREN, GINNIE COOPER AND CINDY GIBBON PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. DAVE BOYER AND JEANNE GOODRICH RESPONSE TO BOARD QUESTIONS. MR. WARREN ADVISED PUBLIC HEARINGS ON LIBRARY AND JAIL LEVY PROPOSALS ARE SCHEDULED FOR 7:00 PM, MONDAY, FEBRUARY 26, 1996 AT THE COUNTY COURTHOUSE AND 7:00 PM, TUESDAY, FEBRUARY 27, 1996 AT GRESHAM CITY HALL; PUBLIC HEARINGS ON LIBRARY AND JAIL BONDS AND PROPOSED BOARD APPROVAL ARE SCHEDULED FOR THURSDAY, MARCH 7, 1996; AND ADDITIONAL PUBLIC HEARINGS ON LIBRARY AND JAIL LEVY PROPOSALS AND PROPOSED BOARD APPROVAL ARE SCHEDULED FOR THURSDAY, MARCH 14, 1996.**

*There being no further business, the meeting was adjourned at 10:50 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 SW FIFTH AVENUE  
PORTLAND, OREGON 97204  
CLERK'S OFFICE • 248-3277 • 248-5222  
FAX • (503) 248-5262

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

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

### FOR THE WEEK OF

### JANUARY 22, 1996 - JANUARY 26, 1996

*Tuesday, January 23, 1996 - 9:30 AM - De Novo Hearing.....Page 2*

*Thursday, January 25, 1996 - 9:30 AM - Regular Meeting.....Page 2*

*Thursday, January 25, 1996 - 10:30 AM - Board Briefings.....Page 5*

*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.*

*AN EQUAL OPPORTUNITY EMPLOYER*

*Tuesday, January 23, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**DE NOVO HEARING**

- P-1      CS 3-95      De Novo Hearing. 20 Minutes Per Side, Regarding Appeal of December 8, 1995 Hearings Officer Decision on Proposed Elimination or Modification of an Existing Community Service Condition of Approval - from CS 18-61a (1981) - that Restricts Off-Site Horse Riding on Property Located at 5989 SE JENNE LANE, PORTLAND. 1.5 HOURS REQUESTED.*
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**CONSENT CALENDAR**

**SHERIFF'S OFFICE**

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**DEPARTMENT OF JUVENILE JUSTICE SERVICES**

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**PUBLIC COMMENT**

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**NON-DEPARTMENTAL**

- R-4        *RESOLUTION Setting February 29, 1996 for a Hearing to Consider Approving a Request for Removal of a Dedication to Cemetery Purposes for a Portion of Skyline Memorial Gardens Not Used for the Interment of Human Remains or Any Other Cemetery Purpose*

**SHERIFF'S OFFICE**

- R-5        *RESOLUTION Transferring Title of a Sheriff's Office River Patrol Boat to the Oregon State Marine Board for Law Enforcement Use*

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

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## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

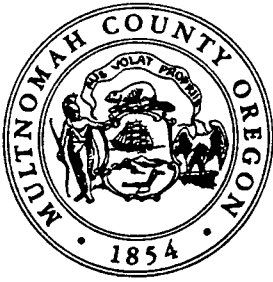
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- R-9      *Budget Modification CFS 8 Increasing the Adult Mental Health Program Budget by \$1,872,102 to Reflect Changes in the State Mental Health Developmental Disabilities Service Division Agreement; and Moving Appropriations from Pass Through to Personnel, Material and Services to Fund a Full-time Mental Health Consultant Position for the STOP Demonstration Project and Additional Services for STOP Clients*
- R-10      *Intergovernmental Agreement 104566 with Oregon Department of Employment for Employment Related Services for Target City Project Clients*
- R-11      *Children's Capitation Project Briefing and Request for Approval of Intergovernmental Agreement 104586 with Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children. 10:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.*



*Thursday, January 25, 1996 - 10:30 AM*  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
*Multnomah County Courthouse, Room 602*  
*1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1      Review of the Proposed 1996-1999 Library Serial Levy Budget and Ballot Language. Presented by Ginnie Cooper and Dave Warren. 45 MINUTES REQUESTED.*
- B-2      Review of Proposals to Issue General Obligation Bonds for Capital Enhancements to the Library System Including Technology Improvements and Equipment, Furniture, Building Improvements, and Major Branch Improvements. Presented by Ginnie Cooper. 45 MINUTES REQUESTED.*



## Beverly Stein, Multnomah County Chair

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

Phone: (503) 248-3308  
FAX: (503) 248-3093  
E-Mail: MultChair@aol.com

### MEMORANDUM

TO: Commissioner Sharron Kelley  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Dan Saltzman  
Office of the Board Clerk

FROM: Lyne Martin

DATE: January 8, 1996

RE: Beverly's Absence from Board Meeting

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Beverly will be out of the office January 25 thru February 2, and unable to attend the Board meetings scheduled during this time.

cc: Chair's Staff



MEETING DATE: JAN 25 1996

AGENDA #: C-1

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: TRANSFER OF FOUND/UNCLAIMED PROPERTY - 96-1

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: JANUARY 25 1996

AMOUNT OF TIME NEEDED: 3 MINUTES

DEPARTMENT: SHERIFF'S OFFICE

DIVISION: SERVICES

CONTACT: LARRY AAB

TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: SHERIFF DAN NOELLE

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

TRANSFER OF FOUND/UNCLAIMED PROPERTY AS LISTED TO THE DEPARTMENT  
OF ENVIRONMENTAL SERVICES AS OUTLINED IN THE MULTNOMAH COUNTY CODE  
7.70.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: \_\_\_\_\_

**CONSENT**

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

DAN NOELLE  
SHERIFF

(503) 255-3600

## MEMORANDUM

TO: CARRIE ANNE PARKERSON  
Clerk of the Board

FROM: DAN NOELLE  
Sheriff *Dan Noelle* <sup>BS</sup>

DATE: January 8, 1996

SUBJECT: FOUND/UNCLAIMED PROPERTY - 96-1

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance.

Attachment

RG/jlz/13212

MULTNOMAH COUNTY  
SHERIFF'S OFFICE  
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL  
LIST - 96-1

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
95-239	Schwinn Girl's 26" bike/#5335133	Sale
95-1909	Tiger Men's 26" bike/blue-green	Sale
95-1944	Huffy Men's 20" mountain bike/#26529	Sale
95-3335	Skykomish Men's 26" bike/#112329	Sale
95-4534	Columbia Boy's Charger 10 spd bike/red,	Sale
"	Boy's blue 10 spd bike, no name,	Sale
"	Schwinn Boy's Varsity 10spd bike/brown	Sale
95-4779	Kent Fusion 20" BMX style 5 spd bike/black	Sale
95-4793	Mizutani 10spd men's bike/CS23660	Sale
95-5101	Magna Girl's 24" bike/purple	Sale
"	Raleigh Girl's 27" 10spd bike/red	Sale
95-5251	Miyata Men's Mountain bike/black	Sale
95-5248	Schwinn Men's 10spd bike/black/#GD923138	Sale
95-5843	Fisher Price Girl's bike/pink/L10526969	Sale
95-6794	Huffy Men's 20" bike/black/#8132823507	Sale

MEETING DATE: JAN 25 1996

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owners

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Request approval of Repurchase Contract #15802 to former owners, JERRY T. SPIEGEL, SANDRA S. SPIEGEL, ROBERT THOMAS SPIEGEL, and DAVID LEE SPIEGEL.

Contract #15802 and Board Order attached.

1/29/96 ORIGINAL Contract & copies of All to  
TAX TITLE

**SIGNATURES REQUIRED:**

ELECTED

OFFICIAL: Michael D. Nicholas

(OR)

DEPARTMENT

MANAGER: James S. Gnowski

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of )  
Contract 15802 for the Sale ) ORDER  
of Certain Tax Foreclosed Real ) 96-7  
Property to Former Owners )  
)

JERRY T. SPIEGEL )  
SANDRA S. SPIEGEL )  
ROBERT THOMAS SPIEGEL )  
and DAVID LEE SPIEGEL )

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of \$15,979.26, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with JERRY T. SPIEGEL, SANDRA S. SPIEGEL, ROBERT THOMAS SPIEGEL, and DAVID LEE SPIEGEL for the sale of real property described as

S 9' OF LOT 11 BLOCK 6 LOT 10 BLOCK 6 ROBIN WOOD, a recorded subdivision in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 25th day of January , 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Hallym  
for Beverly Stein, Chair

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

By Matthew O. Ryan  
Matthew O. Ryan

CONTRACT 15802

THIS AGREEMENT, made this 25th day of January, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JERRY T. SPIEGEL, SANDRA S. SPIEGEL, ROBERT THOMAS SPIEGEL and DAVID LEE SPIEGEL hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

S 9' OF LOT 11 BLOCK 6 LOT 10 BLOCK 6 ROBIN WOOD, a recorded subdivision in the County of Multnomah, State of Oregon.

A. Purchase Price.

Purchasers agree to pay the sum of \$15,979.26, to be paid \$1,555.32 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$267.31 over a term of 72 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on February 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.



3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

#### D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

#### E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

JERRY T. SPIEGEL & SANDRA S. SPIEGEL  
1226 SE 140TH AVE, PORTLAND OR 97233-2204

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchasers have set their hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Don Saltzman  
for Beverly Stein, Chair



REVIEWED:

By Laurence Kressel  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Jerry T. Spiegel  
JERRY T. SPIEGEL  
By Sandra S. Spiegel  
SANDRA S. SPIEGEL

By \_\_\_\_\_  
ROBERT THOMAS SPIEGEL

By \_\_\_\_\_  
DAVID LEE SPIEGEL

CONTRACT APPROVED:

By Pat Frahler  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON

)

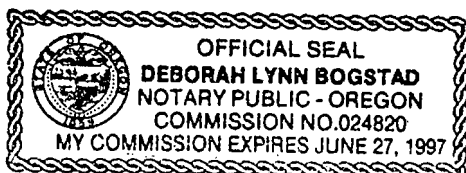
) ss

COUNTY OF MULTNOMAH

)

----- On this 25th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-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 authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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: JAN 25 1996

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

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**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Request approval of Repurchase Contract #15803 to former owner, NORMAN P. HORNE.

Contract #15803 and Board Order attached.

1/29/96 ORIGINAL Contract & copies of all to Tax Title

**SIGNATURES REQUIRED:**

ELECTED

OFFICIAL: W. L. Nicholas

(OR)

DEPARTMENT

MANAGER: James L. Gmowski

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of  
Contract 15803 for the Sale  
of Certain Tax Foreclosed Real  
Property to Former Owner

)  
) ORDER  
) 96-8  
)  
)  
)

NORMAN P. HORNE

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of \$11,796.64, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with NORMAN P. HORNE for the sale of real property described as S 33 1/3' OF LOT 6, BLOCK 1 KENILWORTH, in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 25th day of January , 1996.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON



Don Saltzman  
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan  
Matthew O. Ryan

CONTRACT 15803

THIS AGREEMENT, made this 25th day of January, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and NORMAN P. HORNE hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

S 33 1/3' OF LOT 6, BLOCK 1 KENILWORTH, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchaser agrees to pay the sum of \$11,796.64, to be paid \$1,179.66 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$342.61 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on February 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing



prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

#### D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

#### E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

NORMAN P. HORNE, 4004 SE 26TH AVE, PORTLAND OR 97202-2925

**F. Assignment**

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

**G. Conveyance of Title**

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By Don Sheltman  
for Beverly Stein, Chair

12-2795  
By Norman P. Horne  
NORMAN P. HORNE



REVIEWED:

By Matthew O. Ryan  
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

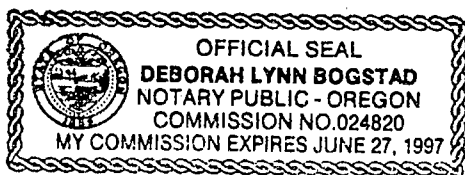
CONTRACT APPROVED:

By Pat Trahler  
Janice M. Druian, Director  
Assessment & Taxation

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

*On this 25th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-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 authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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: JAN 25 1996

AGENDA NO: C-4

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Repurchase Deed to former owner, SCS COMPANY.

Deed D961286 and Board Order attached.

1/29/96 ORIGINAL Deed & copies of All to  
TAX TITLE

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: no [Signature]  
(OR)  
DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D961286 for Repurchase of )  
Tax Acquired Property to Former )  
Owner )

ORDER  
96- 9

SCS COMPANY )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that SCS COMPANY is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$45,673.39 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

EXC PT IN STS-W 100' OF LOT 4, BLOCK 8 AINSWORTH TR, a recorded subdivision in the County of Multnomah, State of Oregon.

Dated at Portland, Oregon this 25th day of January, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Saltzman  
for Beverly Stein, Chair

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

By Matthew O. Ryan  
Matthew O. Ryan

DEED D961286

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to SCS COMPANY, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

EXC PT IN STS-W 100' OF LOT 4, BLOCK 8 AINSWORTH TR, a recorded subdivision in the County of Multnomah, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$45,673.39.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

SCS COMPANY 17440 CROWNVIEW DR GLADSTONE OR 97027-1107

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 25th day of January, 1996, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Saltzman  
for Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By Pat Frahler  
Pat Frahler

After recording return to 166/300/Tax Title

STATE OF OREGON

)

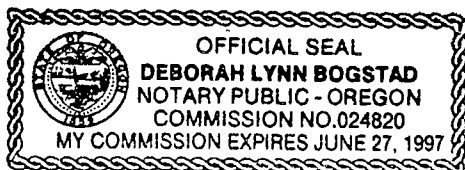
) ss

COUNTY OF MULTNOMAH

)

*On this 25th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-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 authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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: JAN 25 1996

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Repurchase Deed to former owner, CAROLE KRALEY.

Deed D961287 and Board Order attached.

1/29/96 ORIGINAL Deed & copies of All to Tax Title

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 16 PM 3:20

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: no Larry R. Nicholas

(OR)  
DEPARTMENT MANAGER: James L. Growski

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Deed D961287 for Repurchase of )  
Tax Acquired Property to Former )  
Owner )  
CAROLE KRALEY )

ORDER  
96- 10

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that CAROLE KRALEY is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$4,714.42 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

LOT 11 BLOCK 7 WILLBRIDGE, a recorded subdivision in the County of Multnomah, State of Oregon.

Dated at Portland, Oregon this 25th day of January, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Galt  
for Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED D961287

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CAROLE KRALEY, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 11 BLOCK 7 WILLBRIDGE, a recorded subdivision in the County of Multnomah, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$4,714.42.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

CAROLE KRALEY 6031 NW 60TH AVE PORTLAND OR 97210-3605

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 25th day of January, 1996, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Ingham  
for Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By Pat Frahler  
Pat Frahler

After recording return to 166/300/Tax Title

STATE OF OREGON

)

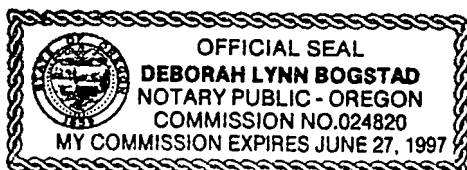
) ss

COUNTY OF MULTNOMAH

)

On this 25th day of January, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-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 authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my 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: JAN 25 1996

AGENDA NO: C-60  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to contract purchaser for completion of Contract #15450  
(Property repurchased by former owner).

Deed D961288 and Board Order attached.

*1/29/96 ORIGINAL Deed & copies of All to  
Tax Title*

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: *no Robert E. Nicholas*

(OR)  
DEPARTMENT MANAGER: *James S. Growski*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

By Matthew O. Ryan  
Matthew O. Ryan

DEED D961288

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ARNOLD L. MECHAM and FAYE A. MECHAM, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 5, BLOCK 13 ALBINA, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,233.66.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Until a change is requested, all tax statements shall be sent to the following address:

ARNOLD L. MECHAM & FAYE A. MECHAM  
4616 NE 98TH  
PORTLAND, OR 97220

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 25th day of January, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Saltzman  
for Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By Matthew O. Ryan  
Matthew O. Ryan

DEED APPROVED:

Janice Druian, Director  
Assessment & Taxation

By Pat Frahler  
Pat Frahler

After recording, return to Multnomah County Tax Title (166/300)



MEETING DATE: JAN 25 1996

AGENDA NO: C-7

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Regional Environmental Management, Environmental Services Division METRO and Multnomah County Department of Juvenile Justice Services

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 3 minutes

DEPARTMENT: Juvenile Justice Services DIVISION: \_\_\_\_\_

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: JoAnne Fuller / Teresa Jones

**ACTION REQUESTED:**

☐ INFORMATION ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This Intergovernmental Revenue Agreement between METRO and DJJS adds \$20,900 to DJJS' FY 95/96 budget. The funds provide a stipend for "PAYBACK" youth for litter pick-up services done at Metro's Central Transfer Station for Browning-Ferris Industries (BFI); the youth retain a portion of the stipend and release the remaining portion for restitution to their victims. In FY 96/97 a total of \$22,800 will be added to the DJJS budget to continue the services provided to METRO by the PayBack Restitution Program under the terms of the Intergovernmental Agreement.

This Intergovernmental Revenue Agreement is also accompanied by a Budget Modification for FY 95/96.

*1/29/96 ORIGINALS TO ALANDRIA TAYLOR*

**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

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 AM 11:59  
MULTNOMAH COUNTY  
OREGON






# MULTNOMAH COUNTY OREGON

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

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: Beverly Stein, Chair  
Board of County Commissioners

FROM: Elyse Clawson, Director   
Department of Juvenile Justice Services

DATE: November 30, 1995

RE: Approval of a Retroactive Intergovernmental Agreement between the  
Department of Juvenile Justice Services (DJJS) and Regional Environmental  
Management, Environmental Services Division (METRO).

I. **RECOMMENDATION:** The Department recommends the Chair's approval of a retroactive Intergovernmental Revenue Agreement between METRO and DJJS to provide litter pick-up services at Metro's Central Transfer Station for Browning-Ferris Industries (BFI).

II. **BACKGROUND/ANALYSIS:** The services under this agreement shall include litter pick-up involving one part-time crew of juvenile offenders with a crew supervisor in coordination with BFI, a designee of Metro. Juvenile offenders will be referred through either the DJJS Adjudication, Probation, or Diversion Units and participate in the PayBack Restitution Program. The PayBack Restitution Program provides a learning environment for skill development, community service and a stipend for each participant. Stipends are used to make restitution payments to the victims of each youth's offenses (60%) and to defray the cost of participating in the program (40%).

**RETROACTIVE STATUS:** This contract is retroactive to August 1, 1995 due to time demands of other projects and protracted contract negotiations.

III. **FINANCIAL IMPACT:** The agreement is for the term of two years. In FY 95/96 a total of \$20,900 is added to the DJJS budget to provide funds for the PayBack Restitution Program operation and for stipends for youth participating in the program who are referred through DJJS. In FY 96/97 a total of \$22,800 will be added to the DJJS budget to continue the services provided to METRO by the PayBack Restitution Program under the terms of the Intergovernmental Agreement.

IV. **LEGAL ISSUES:** N/A

V. **CONTROVERSIAL ISSUES:** N/A

RE: Approval of a Retroactive Intergovernmental Agreement between the Department of Juvenile Justice Services (DJJS) and Regional Environmental Management, Environmental Services Division (METRO).

December 11, 1995

Page 2 of 2

- VI.            LINK TO CURRENT COUNTY POLICIES: DJJS continues to comply with the Court mandated restitution requirements in providing structured programs for at-risk youth.
- VII.          CITIZEN PARTICIPATION: N/A
- VIII.        OTHER GOVERNMENT PARTICIPATION: N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 700236

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></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;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-7</u> DATE <u>1/25/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <p style="text-align: center;"><b>BOARD CLERK</b></p>
--	--	--

Department: Juvenile Justice Services Division: \_\_\_\_\_ Date: 10/6/95

Contract Originator: Teresa Jones Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement between METRO and DJJS provides litter pick-up services done at Metro's Central Transfer Station for Browning-Ferris Industries (BFI); the youth retain a portion of the stipend and release the remaining portion for restitution to their victims.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name: <u>METRO</u></p> <p>Mailing Address: <u>600 NE Grand Ave.</u></p> <p style="padding-left: 20px;"><u>Portland, OR 97232</u></p> <p>Phone: <u>797-1700</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>August 1, 1995</u></p> <p>Termination Date: <u>June 30, 1997</u></p> <p>Original Contract Amount: \$ <u>22,800</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>22,800</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule</p> <p><input checked="" type="checkbox"/> Lump Sum \$ <u>20,900</u></p> <p><input checked="" type="checkbox"/> Monthly \$ <u>as invoiced</u></p> <p><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> <p>Terms</p> <p><input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other</p>
---	---

REQUIRED SIGNATURES: Department Manager: [Signature] Date: 12-19-95

Purchasing Director: [Signature] Date: \_\_\_\_\_  
(Class II Contracts Only)

County Counsel: [Signature] Date: 1/12/96

County Chair/Sheriff: [Signature] Date: 1/25/96  
Dan Saltzman, Vice-Chair

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 IND

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

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between METRO, Regional Environmental Management, Environmental Services Division, hereinafter referred to as "METRO", and MULTNOMAH COUNTY, Department of Juvenile Justice Services, hereinafter referred to as "COUNTY".

### WITNESSETH:

1. Term: The term of this Agreement shall be from August 1, 1995 to and including June 30, 1997 unless sooner terminated under the provisions hereof.
2. Services: This Agreement provides for a twice weekly litter pick-up service by the PayBack Program, a restitution program for youth referred through the COUNTY's Department of Juvenile Justice Services Adjudication, Probation or Diversion Units.
3. SCOPE OF COUNTY SERVICES:
  - A. The COUNTY shall provide to METRO those services set out below:
    - 1) Provide a COUNTY Crew Leader for the youth crew;
    - 2) Screen youth for appropriate crew composition;
    - 3) Provide transportation for youth crew to and from activity site;
    - 4) Provide continuous on-site supervision of youth crew;
    - 5) Provide twice weekly litter pick-up services on road sides along the established route (Both sides of the road on NW Front Avenue from NW Kitridge to NW 61st, NW 61st to Hwy. 30, Hwy 30 to St. Johns Bridge on/off ramp and Hwy 30 to NW Kitridge, NW Kitridge to NW Front Avenue.);
    - 6) Deliver bagged litter to METRO Central Transfer Station disposal site.
  - B. Services will be performed through the term of the Agreement.
4. SCOPE OF METRO SERVICES:
  - A. To assist the COUNTY in carrying out its obligations hereunder, METRO or it's designee shall perform the services set out below:
    - 1) Provide instructions, as needed, to COUNTY supervisors;
    - 2) Inspect sites after completion;
    - 3) Provide gloves and road safety vests for the youth crew;
    - 4) Provide two portable road signs which alert traffic of the presence of crews on shoulders of the road;
    - 5) Provide trash collection bags;
    - 6) Accept bagged refuse at specified disposal site free of charge;
  - B. Services will be performed throughout the term of the Agreement.

# INTERGOVERNMENTAL AGREEMENT

METRO

Page 2 of 4

5. COMPENSATION: METRO agrees to pay COUNTY \$1,900 per month, up to 22,800 annually for performance of those services provided hereunder.
6. BILLING AND PAYMENT PROCEDURES: The COUNTY's billing and METRO's payment procedures shall be as set out below:
  - A. COUNTY agrees to invoice METRO quarterly at the end of each quarter throughout the term of this Agreement retroactively from August 1, 1995 through September, 1995 for \$3,800, and for October through December 1995 for \$5,700, and \$5,700 each quarter thereafter throughout the term of this agreement.
    - 1) COUNTY agrees to invoice METRO at the end of each quarter and mail them to:  
METRO  
Regional Environmental Management Department  
600 NE Grand Avenue  
Portland, OR 97232
    - 2) METRO agrees to notify COUNTY within 30 days if any change in the designated contact person for COUNTY occurs during the term of this agreement. COUNTY may contact:  
  
Ray Barker, Management Assistant  
Phone: (503) 797-1694  
Fax: (503) 797-1795
  - B. METRO agrees to remit payment to COUNTY within 30 days of receipt of invoice from COUNTY.
    - 1) METRO agrees to make a check payable to Multnomah County and mail it to:  
  
Department of Juvenile Justice Services  
1401 NE 68th Avenue  
Portland, OR 97213
    - 2) COUNTY agrees to notify METRO if any change in their designated contact person for METRO occurs during the term of this agreement. METRO may contact:  
  
Teresa Jones, Operations Supervisor  
Phone: 248-3212  
Fax: 248-3218
  - C. COUNTY agrees to provide METRO, as part of the quarterly invoice statement, a report that indicates number of days worked and total weight of debris picked up during the invoiced quarter.
7. CONFIDENTIALITY: METRO agrees to keep all COUNTY information confidential in accordance with state and federal statutes and rules governing confidentiality.

## INTERGOVERNMENTAL AGREEMENT

METRO

Page 3 of 4

8. INDEMNIFICATION AND INSURANCE COVERAGE: The County shall hold harmless, defend, and indemnify METRO and its officers, agents, and employees against all claims, demands, actions, and suits or expenses brought against any of them arising from the COUNTY's work under the terms of this Contract.
  - A. METRO shall hold harmless, defend, and indemnify the COUNTY and its officers, agents and employees against all claims, demands, actions, and suits or expenses of any nature resulting from or arising out of the acts, errors or omissions of METRO or its officers, agents or employees who are under the direct supervision and control of METRO or its officers, agents or employees.
  - B. Insurance shall be the responsibility of the COUNTY. METRO may, upon request, obtain a declaration from the COUNTY that the COUNTY is self-insured for public liability and property damage.
9. WORKER'S COMPENSATION INSURANCE: COUNTY maintains Worker's Compensation insurance coverage for all employees as a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.
10. MODIFICATION: Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.
11. INTEGRATION: This Agreement including any attachments incorporated herein, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.
12. NONVIOLATION OF TAX LAWS: The COUNTY hereby certifies under penalty of perjury that to the best of COUNTY's knowledge, COUNTY is not in violation of any Oregon tax laws described in ORS 305.380(4).
13. SEVERABILITY: If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
14. EARLY TERMINATION: This Agreement may be terminated by either party prior to the expiration of the agreed-upon term:
  - A. Upon 30 days written notice to the other, delivered by certified mail or in person or;
  - B. Immediately upon mutual written consent of the parties or at such time as the parties agree.
  - C. Upon termination, unless Contract obligations have already been suspended, payment to the COUNTY shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by COUNTY against METRO under this Agreement.

INTERGOVERNMENTAL AGREEMENT  
METRO  
Page 4 of 4

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

MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_

Title: \_\_\_\_\_

METRO

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

METRO COUNSEL

Date: \_\_\_\_\_

By: Don Schultz Vice-Chair

for Beverly Stein, Chair  
Board of County Commissioners

Date: January 25, 1996

By: Elyse Clawson

Director  
Department of Juvenile Justice Services

Date: 12-19-95

By: \_\_\_\_\_

Jann Brown  
Program Manager

Date: \_\_\_\_\_

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Katie Hart

Assistant County Counsel

Date: 1/12/96

BUDGET MODIFICATION NO. DJJS 6

(For Clerk's Use) Meeting Date JAN 25 1996  
Agenda No. C-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: \_\_\_\_\_

(Date)

DEPARTMENT: Juvenile Justice Services  
CONTACT: Marie Eighmey

DIVISION: Info/Busrn Svcs  
TELEPHONE: 248-3550

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Elyse Clawson/Joanne Fuller

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

The Department of Juvenile Justice Services Budget Modification # DJJS 6 adds \$20,900  
in METRO funds for the  
Payback Program.

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

This Budget Modification adds \$20,900 METRO funds to the Federal/State program to fund Payback Program work crews to perform on-site litter pick-up services twice a week in the area surrounding their facility during the period of August 1, 1995 through June 30, 1996. Of the total, \$20,755 is budgeted in Pass Through Payments for work crew stipends; the youth retain a portion of the stipend and release the remaining portion for restitution to their victims. The remaining \$145 Indirect Cost increases General Fund Contingency.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Increase Federal/State Revenue Code 2780 by \$20,900.
- Increase General Fund Contingency by \$145.

CLERK OF  
COUNTY COMMISSIONERS  
96 JAN 16 AM 11:59  
MULTNOMAH COUNTY  
OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of \_\_\_\_\_  
(Specify Fund) (Date) \$ \_\_\_\_\_

After this modification \$ \_\_\_\_\_

Originated By Marie H. Eighmey Date 12-11-95  
Department Manager [Signature] Date 12-12-95  
Finance/Budget Christine Kell Date 12-17-96  
Employee Relations \_\_\_\_\_ Date \_\_\_\_\_  
Board Approval Deborah C. Boast Date 1/25/96








# MULTNOMAH COUNTY OREGON

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

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: Elyse Clawson, Director   
Department of Juvenile Justice Services

DATE: December 11, 1995

SUBJECT: Budget Modification DJJS # 6 To Increase Federal/State Revenue By \$20,900 METRO Revenue

- I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services recommends Board of County Commissioners' approval of a modification to add \$20,900 METRO revenue to the department's budget for the Payback Program.
- II. **Background/Analysis:** The Payback Program currently is funded by City monies to support grounds maintenance at the Water Bureau by juvenile work crews. The youth are paid a stipend of which they keep a portion and release the remainder as restitution to their victims. METRO now is providing dedicated funds to the program to fund on-site litter pick-up services by Payback Program work crews. This revenue funds the work effort during the period of August 1, 1995 through June 30, 1996.
- III. **Financial Impact:** Increases the Federal/State program by \$20,900 under Revenue Code 2780 and General Fund Contingency by \$145 Indirect Cost recovery.
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link To Current County Policies:** Exemplifies new contracts for revenue/service in the community.
- VII. **Citizen Participation:** Not applicable.
- VIII. **Other Government Participation:** Not applicable.

me g:\wp51\data\covr2780.oct

Meeting Date: JAN 25 1996  
Agenda No: R-2  
Estimated Start time: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: SERVICE AWARDS - 4TH QUARTER 1995

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested by: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: January 25, 1995

Amount of Time Needed: 15 minutes

DEPARTMENT: Dept. of Supp. Svcs DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: x2206

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith / Sherry Stump

ACTION REQUESTED:

☒ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☐ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 17 PM 12:37  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: Curtis Smith

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

**SERVICE AWARDS - 1995 - FOURTH QUARTER (October, November, December)**  
**CEREMONY ATTENDEES: January 25, 1996**

**ASD - Five Year**

Renee Bove-Johnson  
Deborah Ann Thorsen  
Dorothy White

**CFS - Five Year**

Julie Burbach  
Lisa Davis  
Norman Miller  
Curtis Stephens

**DCC - Five Year**

Shadman Afzal  
Tommy Childers  
Jasmine Fox  
Lois Zimmerman

**JJD-Five Year**

Robert Steeves

**LIB - Five Year**

William B. Snodgrass, III

**NON-D - Five Year**

Michael Delman  
Elizabeth Katz  
Kristy Schnabel  
Curtis Smith

---

**CFS - Ten Year**

Jean Bucciarelli

**DCC - Ten Year**

Joyce Lewis

**NON-D - Ten Year**

Janet Thompson

**DCC - Fifteen**

Nedra Bagley

**DES - Fifteen Year**

Dale Cawley  
John Dorst

**JJD - Fifteen Year**

Luther Strong

**NON-D - Fifteen Year**

Jean Miley

---

**CFS - Twenty Year**

Mildred Titus

**DCC - Twenty Year**

Lana Deaton

---

**DCC - Twenty-Five Year**

Christopher Havelka

**DES - Twenty-Five Year**

John Bjork  
Amancio Dizon

**LIB - Twenty-Five Year**

Janet Irwin

N:\DATA\IEMP\SER\WPDATA\IGF95SA.4QB

**PLEASE PRINT LEGIBLY!**

MEETING DATE 1/25/96

NAME Ernie Bonner  
ADDRESS 7036 SE Main  
STREET  
Portland 97214  
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R3  
☒ SUPPORT ✓ OPPOSE         
SUBMIT TO BOARD CLERK

BUDGET MODIFICATION NO.

NOND 9

(For Clerk's Use) Meeting Date JAN 25 1996Agenda No. R-3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

25-Jan-96

(Date)

DEPARTMENT DSSDIVISION Budget and QualityCONTACT Dave Warren / Dave BoyerTELEPHON 248-3822 / 248-3903

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

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

Approval of Budget Modification Nond 9 authorizing return of overpaid cable revenues to the Mt. Hood Cable Regulatory Commission for distribution to other franchise jurisdictions.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

☐ Personnel changes are shown in detail on the attached sheet

This modification transfers \$39,797 from General Fund Contingency to Nondepartmental, Allotments to Non-County Agencies and authorizes repayment of revenues incorrectly credited to Multnomah County by Paragon Cable from 1993-1995.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

General Fund Contingency before this modification (as of

1/17/96)\$ 1,222,132

Date

After this modification 1,182,395

Originated By

Date

Dave C. Warren1/17/96

Department Director

Date

Bill Fawer1-17-96

Plan/Budget Analyst

Date

Chung Hoi1/17/96

Employee Services

Date

Board Approval

Date

Wendy C. Rogers1/25/96

BOARD OF  
 COUNTY COMMISSIONERS  
 96 JAN 17 PM 4:58  
 MULTNOMAH COUNTY  
 OREGON

EXPENDITURE													
TRANSACTION EB GM [ ]			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY		
Document				Organi-		Reporting		Current	Revised	Change			
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description	
Nond 9	a	100	050	new			6050		39,797	39,797	39,797	Refund to MHCRC	
									0				
	c	100	045	9120			7700		(39,797)	(39,797)	(39,797)	GF Contingency	
									0				
									0				
									0				
									0				
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									0				
									0				
									0				
									0				
									0				
									0				
TOTAL EXPENDITURE CHANGE										0	0		
REVENUE													
TRANSACTION RB GM [ ]			TRANSACTION DATE				ACCOUNTING PERIOD				BUDGET FY		
Document				Organi-		Reporting		Current	Revised	Change			
Number	Action	Fund	Agency	zation	Activity	Category	Object	Amount	Amount	(Decrease)	Subtotal	Description	
									0				
									0				
									0				
									0				
									0				
									0				
									0				
									0				
									0				
									0				
TOTAL REVENUE CHANGE										0	0		

## REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. Nond 9
2. Amount requested from General Fund Contingency \$39,797.
3. Summary of Request

Repays cable franchise fees that were paid by Paragon Cable to the County in error.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years?  
NO If so, when?  
If so, what were the circumstances of its denials

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

The expenditure was not known about until October 1995. Mt. Hood Cable Regulatory Commission formally requested repayment in November 1995.

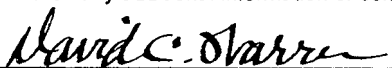
6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure?  
Why are no other Departmental sources of funds available?

This is not a program expenditure. We have no existing appropriation for Cable related operations, so that no corresponding organization can be asked to assume the repayment. The revenue has been credited to the General Fund for three years and is not dedicated to the support of any particular function.

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

NA

8. This request is for a (Quarterly , Emergency X ) review.
9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.
10. Attach any additional information or comments you feel helpful.

  
Signature of Department Head/Elected Official

\_\_\_\_\_  
Date





# MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

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

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: January 17, 1996

REQUESTED PLACEMENT DATE:

SUBJECT: Bud Mod Nond 9, Refund of Cable Fees Overpayment

---

## I. Recommendation / Action Requested:

Approve Bud Mod Nond 9, authorizing repayment of \$39,797 of Cable Franchise fees paid to the County in error by Paragon since 1993. The fees were inappropriately allocated to Multnomah County instead of the other jurisdictions in the franchise area.

## II. Background / Analysis:

The attached memos from and to Mary Beth Henry, Mt. Hood Cable Regulatory Commission (MHCRC) Deputy Director, explain the issue in detail. Paragon did not distribute revenue earned from advertising among all the franchising jurisdictions. Instead, it credited all such revenue to the unincorporated area until 1995, and then (realizing something was not working right) credited it all to Gresham. KFA Services, financial consultant, audited these transactions and in October determined that Paragon was inappropriately crediting the revenue and the corresponding franchise fees. As a result of the review, MHCRC has requested that we return the incorrect payments so that MHCRC can distribute them among the other jurisdictions. The alternative would be for us to pay each of the jurisdictions. This would increase the administrative hassle to us, and would also require Gresham to make a similar distribution as a portion of the 1995 revenues were paid to Gresham.

## III. Financial Impact:

The Budget Modification authorizes the return to MHCRC of the overpayments. It reduces General Fund Contingency \$39,797. During the period of overpayment, we received the following amounts

1993	\$ 64,253
1994	20,663
1995	<u>34,115</u>

Total	\$129,031
-------	-----------

IV. Legal Issues:

None. The County has no basis for retaining the money.

V. Controversial Issues:

None

VI. Link to Current County Policies:

NA

VII. Citizen Participation:

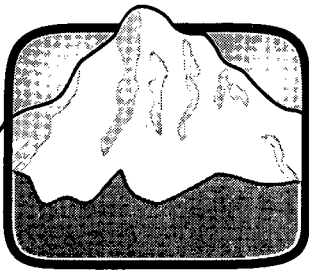
NA

VIII. Other Government Participation:

The amount will be distributed among the other jurisdictions as follows:

Gresham	\$ 7,916
Troutdale	2,990
Fairview	1,034
Wood Village	805
Portland	22,397
Happy Valley	844
Maywood Park	261
Clackamas County	3,489
Eagle Creek	<u>60</u>

Total	\$ 39,796
-------	-----------



**MT. HOOD CABLE REGULATORY COMMISSION**

1211 SW Fifth Avenue, Room 1160 • Portland, OR 97204-3711

Phone: (503) 823- 5385 • Fax: (503) 823-5370

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

# MEMO

**To:** Dave Warren, Multnomah County

**From:** Mary Beth Henry, Deputy Director *MBSH*

**Subject:** Cable Franchise Fee Payment

**Date:** November 30, 1995

As we discussed, I am sending all the information regarding a recent Paragon Cable Franchise Fee Review that our financial consultant, Mike Katz, conducted for the Mt. Hood Cable Regulatory Commission (MHCRC). The consultant found that unintentional overpayments of cable franchise fees were made to Multnomah County (see Exhibit 1 & 2). The total dollar amount involved is \$39,797.

The MHCRC Regulatory Standing Committee met on November 20 to discuss this issue. The Committee directed staff to work with Multnomah County to re-distribute the franchise fee revenues to the jurisdictions as outlined in the Financial Review.

I am enclosing both memo's from Mike Katz which outline the issue and the proposed re-distribution of cable franchise fees. Paragon has fixed the problem and we expect all franchise fees to be distributed appropriately in the future.

Please make the payment directly to the MHCRC. Staff will then distribute the monies according to the Financial Review recommendations. Also, let me know when this item will be scheduled before the County Commission. I will be happy to attend the Commission meeting to answer any questions Commissioners may have. If you have any further questions, please do not hesitate to call me at 823-5414. Thank you for your cooperation on this issue.

c:paragon:finremuc

EXHIBIT 1



KFA Services  
6710 - 128th Street SW  
Edmonds, Washington 98026  
(206) 745-6860

October 28, 1995

Ms. Mary Beth Henry  
Office of Cable Communications and Franchise Mgmt.  
City of Portland  
Pacwest Center  
1211 S.W. Fifth Avenue, #1160  
Portland, Oregon 97204-3711

**RECEIVED**

NOV 1 1995

**OFFICE OF CABLE COMMUNICATIONS  
CITY OF PORTLAND**

Dear Mary Beth:

As you are aware, during our recent review of Paragon's franchise fee payments (see our letter to you of October 10, 1995), we identified a problem with the distribution of certain cable TV revenue amounts among jurisdictions. In particular, during 1993 and 1994, Paragon attributed certain revenues, earned from the operation of the KBL-Multnomah system, but not specifically identified with individual subscribers, entirely to the unincorporated Multnomah County jurisdiction. These revenues included some advertising, home shopping commission, and other miscellaneous revenues attributable to the subscribership as a whole. We believe it is more accurate to allocate these revenues, and the resulting franchise fees, among all the KBL-Multnomah system jurisdictions in accordance with the number of subscribers in each of the jurisdictions.

Thus, we recommended that there be a retroactive adjustment made to redistribute Paragon's franchise fee payments for the period January 1993 - June 1995. Note that Paragon has agreed that the subscriber-based allocation of these revenues among the jurisdictions is appropriate and has indicated it will modify its methodology beginning with the upcoming third quarter 1995 franchise fee payment covering July - September 1995.

Paragon has now provided the revenue data necessary to adjust the franchise fees retroactively. Upon receiving that data, and after further discussions with Paragon, we discovered that Paragon had modified its methodology slightly for 1995 and was attributing all of the non-specifically identified revenues to Gresham, rather than Multnomah County. While this slightly complicates the retroactive adjustment calculations, it does not affect the underlying problem or the need for an adjustment.

We have used the data provided by Paragon to calculate the amounts owed by Multnomah County and by Gresham to the other jurisdictions<sup>1</sup>. We then further combined the redistributed amounts so that the amount owed by Gresham to Multnomah County was netted against the amount owed by Multnomah County to Gresham and the amounts payable

<sup>1</sup> Since Paragon was not required to pay franchise fees to Clackamas County and Eagle Creek prior to the fourth quarter of 1994, a small amount (\$2,332) should actually be refunded by Multnomah County to Paragon rather than paid to those jurisdictions.

Ms. Mary Beth Henry

October 28, 1995

Page 2 of 2

to the other jurisdictions by Gresham could be paid, on Gresham's behalf, by Multnomah County using monies that would otherwise be payable to Gresham by Multnomah County.

The advantage of this process is that only one jurisdiction, rather than two, will have to issue checks to the other jurisdictions and, in particular, there is no need for Gresham and Multnomah County to send offsetting checks to each other.

Exhibit 1 attached indicates the calculations and net amounts owing. Please call me if there are any questions regarding this letter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Mike", is written above the printed name.

Michael S. Katz

Attachment

**Exhibit 1**  
**Redistribution of Franchise Fees**

**October 28, 1995**

	Revenue as Reported (1)	Corrected Direct Rev.(2)	Difference to Redistribute	Franchise Fee at 5%	Multnomah County	Gresham	Troutdale	Fairview	Wood Village	Annexed Portland	Happy Valley	Maywood Park	Clackamas County (3)	Eagle Creek (3)	
1st Qtr 93	\$986,216	\$893,923	\$92,293	\$4,615	\$820	\$1,641	\$204	\$77	\$60	\$1,471	\$58	\$21	\$259	\$4	
Avg.Subs.				50,800	9,030	18,069	2,244	852	659	16,189	638	228	2,848	43	
% of Total				100.00%	17.78%	35.57%	4.42%	1.68%	1.30%	31.87%	1.26%	0.45%	5.61%	0.08%	
2nd Qtr 93	\$971,537	\$889,777	\$81,760	\$4,088	\$725	\$1,458	\$180	\$68	\$54	\$1,301	\$51	\$18	\$230	\$3	
Avg.Subs.				52,334	9,282	18,664	2,300	873	690	16,652	657	231	2,941	44	
% of Total				100.00%	17.74%	35.66%	4.39%	1.67%	1.32%	31.82%	1.26%	0.44%	5.62%	0.08%	
3rd Qtr 93	\$917,567	\$826,531	\$91,036	\$4,552	\$803	\$1,629	\$201	\$75	\$58	\$1,446	\$58	\$20	\$258	\$4	
Avg.Subs.				52,699	9,302	18,857	2,328	872	676	16,736	669	232	2,983	44	
% of Total				100.00%	17.65%	35.78%	4.42%	1.65%	1.28%	31.76%	1.27%	0.44%	5.66%	0.08%	
4th Qtr 93	\$746,143	\$631,229	\$114,914	\$5,746	\$785	\$2,088	\$265	\$96	\$75	\$2,001	\$76	\$25	\$329	\$5	
Avg.Subs.				52,791	7,210	19,180	2,433	886	692	18,387	698	233	3,027	45	
% of Total				100.00%	13.66%	36.33%	4.61%	1.68%	1.31%	34.83%	1.32%	0.44%	5.73%	0.09%	
1st Qtr 94	\$816,759	\$640,933	\$175,826	\$8,791	\$1,181	\$3,150	\$419	\$144	\$114	\$3,125	\$117	\$38	\$494	\$9	
Avg.Subs.				54,646	7,340	19,581	2,605	898	711	19,423	729	234	3,071	54	
% of Total				100.00%	13.43%	35.83%	4.77%	1.64%	1.30%	35.54%	1.33%	0.43%	5.62%	0.10%	
2nd Qtr 94	\$803,256	\$650,733	\$152,523	\$7,626	\$1,026	\$2,725	\$371	\$127	\$102	\$2,707	\$104	\$32	\$427	\$8	
Avg.Subs.				55,735	7,495	19,915	2,709	925	742	19,781	757	236	3,119	56	
% of Total				100.00%	13.45%	35.73%	4.86%	1.66%	1.33%	35.49%	1.36%	0.42%	5.60%	0.10%	
3rd Qtr 94	\$477,026	\$375,000	\$102,026	\$5,101	\$303	\$1,895	\$269	\$91	\$70	\$2,072	\$73	\$22	\$299	\$6	
Avg.Subs.				54,046	3,207	20,073	2,852	968	745	21,957	778	236	3,171	59	
% of Total				100.00%	5.93%	37.14%	5.28%	1.79%	1.38%	40.63%	1.44%	0.44%	5.87%	0.11%	
4th Qtr 94	\$358,608	\$239,158	\$119,450	\$5,973	\$313	\$2,208	\$320	\$106	\$82	\$2,466	\$89	\$25	\$356	\$7	
Avg.Subs.				55,054	2,885	20,356	2,951	976	759	22,733	821	235	3,278	60	
% of Total				100.00%	5.24%	36.97%	5.36%	1.77%	1.38%	41.29%	1.49%	0.43%	5.95%	0.11%	
Total	\$6,077,112	\$5,147,284	\$929,828	\$46,491	\$5,956	\$16,794	\$2,228	\$786	\$616	\$16,588	\$626	\$202	\$2,651	\$44	
Net Payable				\$40,536	\$0	\$16,794	\$2,228	\$786	\$616	\$16,588	\$626	\$202	\$2,651	\$44	
													Clackamas Co./Eagle Creek (3)	\$356	\$7
													Paragon (3)	\$2,295	\$37

(1) Gross revenue originally reported for Unincorporated Multnomah County.

(2) Actual specifically identified gross revenue; excludes shared advertising, home shopping, and other revenue originally attributed entirely to unincorporated Multnomah County.

(3) Amounts prior to 4th Qtr 1994 may be payable to Paragon since franchise fees were not paid to Clackamas Co. & Eagle Creek until 4th Qtr 1994.

**Exhibit 1**  
**Redistribution of Franchise Fees**

October 28, 1995

	Revenue as Reported (1)	Corrected Direct Rev.(2)	Difference to Redistribute	Franchise Fee at 5%	Multnomah County	Gresham	Troutdale	Fairview	Wood Village	Annexed Portland	Happy Valley	Maywood Park	Clackamas County	Eagle Creek
1st Qtr 95	\$1,779,722	\$1,668,495	\$111,227	\$5,561	\$290	\$2,054	\$301	\$98	\$75	\$2,295	\$85	\$23	\$334	\$6
Avg.Subs.				55,589	2,895	20,531	3,006	981	752	22,941	852	233	3,337	61
% of Total				100.00%	5.21%	36.93%	5.41%	1.76%	1.35%	41.27%	1.53%	0.42%	6.00%	0.11%
2nd Qtr 95	\$1,923,727	\$1,753,608	\$170,119	\$8,506	\$449	\$3,136	\$461	\$150	\$114	\$3,514	\$133	\$35	\$504	\$9
Avg.Subs.				56,597	2,990	20,866	3,067	998	757	23,382	884	236	3,355	62
% of Total				100.00%	5.28%	36.87%	5.42%	1.76%	1.34%	41.31%	1.56%	0.42%	5.93%	0.11%
Total	\$3,703,449	\$3,422,103	\$281,346	\$14,067	\$739	\$5,190	\$762	\$248	\$189	\$5,809	\$218	\$59	\$838	\$15
Net Payable				\$8,877	\$739	\$0	\$762	\$248	\$189	\$5,809	\$218	\$59	\$838	\$15

Combined Redistribution:

Net payable by Multnomah Co. (1993-1994)	\$40,536	\$0	\$16,794	\$2,228	\$786	\$616	\$16,588	\$626	\$202	\$2,651	\$44	
Net payable by Gresham (1st Half 1995)	\$8,877	\$739	\$0	\$762	\$248	\$189	\$5,809	\$218	\$59	\$838	\$15	
Total	\$49,413	\$739	\$16,794	\$2,990	\$1,034	\$805	\$22,397	\$844	\$261	\$3,489	\$60	
<hr/>												
Net net payable by Multnomah Co.(3)	\$39,797	\$0	\$7,916	\$2,990	\$1,034	\$805	\$22,397	\$844	\$261	\$3,489	\$60	
<hr/>												
										Clackamas Co./Eagle Creek (4)	\$1,194	\$23
										Paragon (4)	\$2,295	\$37

(1) Gross revenue originally reported for Gresham.

(2) Actual specifically identified gross revenue; excludes shared advertising, home shopping, and other revenue originally attributed entirely to Gresham.

(3) Deducting amount owed by Gresham to Multnomah County from amount owed by Multnomah County to Gresham and then having Multnomah County pay the remaining jurisdictions on Gresham's behalf using part of the monies owed by Multnomah County to Gresham.

(4) Amounts prior to 4th Qtr 1994 may be payable to Paragon since franchise fees were not paid to Clackamas Co. & Eagle Creek until 4th Qtr 1994.



KFA Services  
6710 - 128th Street SW  
Edmonds, Washington 98026  
(206) 745-6860

October 10, 1995

Ms. Mary Beth Henry  
Office of Cable Communications and Franchise Mgmt.  
City of Portland  
Pacwest Center  
1211 S.W. Fifth Avenue, #1160  
Portland, Oregon 97204-3711

**RECEIVED**  
OCT 12 1995  
OFFICE OF CABLE COMMUNICATIONS  
CITY OF PORTLAND

Dear Mary Beth:

At your request we have performed certain procedures in connection with the accounting records and franchise fee payments of KBL-Portland Cablesystems (KPC) and KBL-Multnomah Cablesystems (KMC), both doing business as Paragon Cable, and Paragon's advertising affiliate KBL-TV, also called KBL Media, (KBL) for the period January 1, 1993 through December 31, 1994.

The purpose of this work was to determine if KPC's, KMC's and KBL's franchise fee calculations and payments were consistent with company accounting records and financial statements, and with the current franchise agreements monitored by the Mt. Hood Cable Regulatory Commission (MHCRC).

This work did **not** constitute an examination of KPC's or KMC's financial statements or accounts in accordance with generally accepted auditing standards and, therefore, we are not expressing any opinion regarding the accuracy or appropriateness of such statements or accounts. KPC's and KMC's financial statements (which included relevant KBL revenues) for the years ending December 31, 1993 and 1994 were audited by Paragon's independent certified public accountants.

Specifically, we performed the following procedures:

- reviewed the relevant sections of the franchise agreements regarding revenue definitions and franchise fee calculations,
- discussed Paragon franchise fee calculation principles and procedures with company staff,
- compared the quarterly gross revenue, as reported to the MHCRC, with KPC's and KMC's general ledgers; due to circumstances discussed below, we were, in general, unable to do a similar comparison for KBL,



- compared the annual gross revenue, i.e., the sum of the quarterly gross revenues reported to the MHCRC, with KPC's and KMC's audited financial statements.
- compared the monthly subscriber gross revenue, from Paragon's monthly subscriber billing reports, to KPC's and KMC's general ledger and to the jurisdictional revenue amounts used in the franchise fee calculations, for selected months during the period under review,
- reviewed the general ledger accounts relied on for franchise fee calculations to determine if all sources of revenue were included,
- compared bad debt expense, net of recoveries, as reported to the MHCRC, with KPC's and KMC's general ledgers; due to circumstances discussed below, we were, in general, unable to do a similar comparison for KBL, and
- verified KPC's, KMC's, and KBL's calculations of franchise fees payable for each quarter.

Note that the primary focus of our review was on the total franchise fee payments owed by KPC, KMC, and KBL and not on the distribution of such payments among the member MHCRC jurisdictions. Thus, we did not attempt to review Paragon's process or accuracy in assigning subscribers to jurisdictions based on the subscriber's location. Such assignment underlies the distribution of revenue, and associated franchise fees, among the jurisdictions, but has no effect on total franchise fee payments. We, nonetheless, identified one problem with the distribution of revenue which is discussed below.

Since financial statements covering the first two quarters of 1995 have not been prepared or audited yet, we did no formal review of those periods. We did, however, look at certain information related to those periods and identified some problems discussed below.

In general, Paragon appears to have a well organized, documented, and controlled process for determining and making franchise fee payments. We did not find any material discrepancy with respect to the 1993 and 1994 total franchise fee payments to the MHCRC. The following problem areas were, however, identified:

- **lack of supporting records for KBL revenues** and two discrepancies where records were available,
- **incorrect franchise fee credit related to rate refunds** made in the spring of 1995,
- **inappropriate distribution of non-specifically identified revenue** among KMC jurisdictions, and
- **exclusion of certain itemized FCC regulatory fees from revenue** beginning in December 1994.

### **Lack of supporting records for KBL revenues**

During 1993, 1994, and until the sale of Paragon to Time Warner in 1995, the books and records for KBL were maintained in the Denver headquarters of KBL. Very summary information was transmitted each quarter to Paragon for preparation of the franchise fee payment related to KBL's activities in the Portland area.

When Time Warner took control, the Denver office was closed and records sent to other locations. As of this writing, KBL's 1993 and 1994 general ledger financial records appear to have been misplaced and local Paragon staff have not been able to locate them. Thus, we were unable to compare KBL revenues and bad debt reported for franchise fee calculations with the amounts recorded in KBL's general ledger for the review period.

As an alternative, and to try to test whether this part of the franchise fee payment process was prone to errors, we did compare the KBL revenues and bad debt reported for franchise fee calculations for each of the first six months of 1995 with the corresponding general ledgers; the 1995 KBL general ledger reports were available at the local Paragon office. There were no differences for four of the six months. However, for March 1995, the franchise fee calculations included \$23,400 more revenue than was recorded in the general ledger records and for June 1995, the franchise fee calculations included \$50,400 less revenue than was recorded in the general ledger records.

There was no documentation to explain the reasons, if any, for these discrepancies and local Paragon staff had no explanation. Paragon staff has attempted to contact former KBL staff to see if the adjustments were deliberate and appropriate, but as of this writing, no explanation has been found. The net effect of these discrepancies is an understatement of \$27,000 in revenue leading to a \$1,300 franchise fee underpayment for the MHCRC jurisdictions. Schedule A attached indicates the distribution of the amount by jurisdiction. If Paragon is unable to determine why these discrepancies occurred, Paragon should add the Schedule A amounts to its third quarter franchise fee payments which are due by November 15, 1995.

Paragon staff has indicated that they are continuing to try and determine where the KBL 1993 and 1994 records were sent and to have them sent to Portland. If and when the records are located, a brief follow up of this review would be appropriate to determine if discrepancies exist for those years.

### **Incorrect franchise fee credit related to rate refunds**

In December 1994, the MHCRC passed a rate order which required Paragon to refund certain amounts to subscribers where actual rates were higher than maximum permitted rates. On May 1, 1995, Paragon issued credits on subscriber bills covering part of the total refund.

Most of the remaining refund was credited to subscribers in August 1995 and a very small amount remains to be dealt with.

For the second quarter of 1995, ending June 30, Paragon explicitly deducted \$5,389 from its total franchise fee payments to the MHCRC jurisdictions, representing 5% of the May 1 refunded amount. This was done due to an incomplete understanding of how Paragon had actually accounted for the refund. In fact, based on discussions with Paragon staff, it appears that Paragon had already accrued, throughout the spring of 1995, essentially all of the refunded amounts as reductions in gross revenues. Thus, the franchise fee calculations for the first two quarters of 1995 were based on lower revenues than would otherwise have been reported, but for the refund liability, and, correspondingly, franchise fee payments were lower than they would otherwise have been.

In short, the explicit deduction taken by Paragon against second quarter franchise fee payments was a double counting of the franchise fee reduction "earned" by Paragon as a result of the refund and should not have been taken.<sup>1</sup> Schedule B attached indicates the amount of the erroneous franchise fee credit taken by jurisdiction. We recommend that Paragon add the Schedule B amounts to its upcoming third quarter franchise fee payments.

#### **Inappropriate distribution of non-specifically identified revenue**

KMC's cable system provides services to a number of jurisdictions in east Multnomah County and Clackamas County. Beginning in 1993, Paragon has accounted for subscribers and direct subscriber revenue by franchise jurisdiction so that franchise fee payments could be more accurately associated with the individual jurisdictions.

However, a small percentage of KMC's revenues, including advertising revenues and home shopping commissions, are not directly obtained from subscribers or associated with jurisdictions. Throughout 1993, 1994, and the first two quarters of 1995, Paragon has simply attributed all of these non-specifically identified revenues of KMC<sup>2</sup> to unincorporated Multnomah County for franchise fee calculation purposes. We believe it would be more appropriate to share these revenues, and associated franchise fees, among the KMC jurisdictions in proportion to the number of subscribers in each jurisdiction, using the same subscriber count allocation data as is used to distribute the KBL franchise fees. Note that this has not and would not affect Paragon's total franchise fee payments.

---

<sup>1</sup> For technical reasons, Paragon may not have accrued the entire amount of the refund as a reduction of its revenue. Paragon intends to review this once the entire refund has been paid and accounted for and may then be entitled to a small credit on its franchise fee payment. The total amount, however, is not expected to be more than a few hundred dollars.

<sup>2</sup> Note that this was not a problem for KPC, since all of its revenue is attributable to the City of Portland, or for KBL, since all of the revenue on which it pays franchise fees is allocated among the jurisdictions based on subscriber counts.

It was beyond the scope of this review to research KMC's records and obtain the specific revenue data for each of the past months necessary to recalculate the franchise fee distributions. We estimate, however, that approximately \$20,000 to \$30,000 in franchise fees per year, \$50,000 to \$75,000 during the past two and half years, have been attributed and paid to Multnomah County that more accurately should have been distributed among the other MHCRC jurisdictions.

The necessary adjustment data should be extracted by Paragon from its records and an adjusting recalculation done with our assistance and review. We believe this can be done quite readily. Adjusting payments from Multnomah County to the other jurisdictions could then be made or the adjustments could be incorporated into future franchise fee payments. Paragon should also make the subscriber based allocation of non-specifically identified revenue part of its next and subsequent franchise fee calculations.

#### **Exclusion of certain itemized FCC regulatory fees from revenue**

In 1994, the FCC, at the direction of Congress, began to collect certain annual fees from cable operators to cover the FCC's costs of regulating the industry. The FCC also decided to allow operators to treat such fees as "external costs" of the operator, comparable to certain other costs such as programming costs and some franchise requirement costs, which enables the operator to incorporate the amounts of the FCC regulatory fees into its maximum permitted basic service rates.

Since December 1994, Paragon has itemized these fees on its billings to subscribers. In its internal accounting system, however, Paragon has not treated these amounts as revenue and the payment of the fees to the FCC as an expense. Instead, it treats these amounts as though the fees were a sales tax, levied on each subscriber and owed by the subscriber to the government, with Paragon merely acting as an agent of the government to collect the amounts and pass them on to the government. This is inappropriate accounting, however, since the FCC regulatory fees are not taxes on subscribers and Paragon is not a collection agent for the FCC. The FCC fees are solely an obligation of Paragon, a cost of doing business like any of its other expenses. Paragon must pay the fees to the FCC regardless of whether Paragon itemizes the amounts on subscriber bills and regardless of how much, if anything, subscribers pay to Paragon for its services.

Unfortunately, Paragon also inappropriately treats itemized franchise fees in this "sales tax" manner for purposes of its internal accounting system. However, it has long been a settled issue with Paragon, and Rogers previously, that, under both the KPC and KMC franchises, the entire amount billed to subscribers, including itemized costs such as franchise fees, are to be treated as revenue when calculating franchise fee payments. Thus, Paragon correctly adjusts its gross revenue to include itemized franchise fees when it calculates

Ms. Mary Beth Henry  
October 10, 1995  
Page 6 of 6

franchise fee payments<sup>3</sup> and when it prepares the audited financial statements for KPC and KMC.

Paragon has not made the comparable adjustments to its booked gross revenue for the FCC fees when it calculates franchise fees. Since only December was affected in 1994, the amount of franchise fee underpayment, during the 1993 - 1994 period, is only \$119 for the MHCRC jurisdictions in total. Schedule C attached indicates the distribution by jurisdiction. As a matter of principle, however, and for 1995 and future franchise fee calculations, Paragon should correct this problem by adding the past due amounts into its third quarter franchise fee payments and by incorporating these itemized revenues into its future franchise fee calculations. We estimate the effect on total franchise fee payments to the MHCRC jurisdictions will be about \$2,000 to \$3,000 per year at current FCC fee levels.

Please call me if there are any questions regarding this report.

Sincerely yours,



Michael S. Katz

Attachments

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<sup>3</sup> The FCC substantially, and, we believe, erroneously, muddled the waters on this issue in an April 1995 rate appeal decision in Baltimore. That decision, however, is currently under reconsideration by the FCC and Paragon has indicated it will continue to comply with the current interpretation of the franchise for the time being.

**Schedule A**  
**Franchise Fees Owed to Jurisdictions**  
**Related to KBL Revenue Discrepancies**

Jurisdiction:	1st Qtr 1995		2nd Qtr 1995		Net Franchise Fee Payable
	% of Total Subs(1)	Franchise Fee Payable	% of Total Subs(2)	Franchise Fee Payable	
Portland	53.1%	(\$621)	53.2%	\$1,341	\$720
Linnton	0.2%	(\$2)	0.1%	\$4	\$2
Annexed Portland	19.3%	(\$226)	19.3%	\$486	\$260
Subtotal - Portland	72.5%	(\$849)	72.6%	\$1,830	\$982
Uninc. Multnomah Co.	2.4%	(\$28)	2.5%	\$62	\$34
Gresham	17.3%	(\$202)	17.2%	\$433	\$231
Troutdale	2.5%	(\$30)	2.5%	\$64	\$34
Fairview	0.8%	(\$10)	0.8%	\$21	\$11
Wood Village	0.6%	(\$7)	0.6%	\$16	\$8
Subtotal - East Co.	23.7%	(\$277)	23.6%	\$596	\$318
Subtotal - MHCRC	96.2%	(\$1,126)	96.3%	\$2,426	\$1,300
Happy Valley	0.7%	(\$8)	0.7%	\$18	\$10
Maywood Park	0.2%	(\$2)	0.2%	\$5	\$3
Uninc. Clackamas Co.	2.8%	(\$33)	2.8%	\$70	\$37
Eagle Creek	0.1%	(\$1)	0.1%	\$1	\$1
Subtotal - Other	3.8%	(\$44)	3.7%	\$94	\$50
Total	100.0%	(\$1,170)	100.0%	\$2,520	\$1,350

Notes:

(1) From KBL-TV franchise fee report - quarter ended March 31, 1995

(2) From KBL-TV franchise fee report - quarter ended June 30, 1995

**Schedule B**  
**Franchise Fees Owed to Jurisdictions**  
**Related to Refund Credit**

Jurisdiction:	2nd Qtr 1995 Franchise Fee Payable (1)
Portland	\$3,066
Linnton	\$5
Annexed Portland	\$1,098
Subtotal - Portland	<u>\$4,169</u>
Uninc. Multnomah Co.	\$130
Gresham	\$877
Troutdale	\$138
Fairview	\$38
Wood Village	\$37
Subtotal - East Co.	<u>\$1,220</u>
Subtotal - MHCRC	<u><u>\$5,389</u></u>
Happy Valley	\$0
Maywood Park	\$0
Uninc. Clackamas Co.	\$170
Eagle Creek	\$0
Subtotal - Other	<u>\$170</u>
Total	<u><u>\$5,559</u></u>

**Notes:**

(1) From franchise fee report - quarter ended June 30, 1995; attached schedule re effect on franchise fee payment of May 1, 1995 refund

**Schedule C**  
**Franchise Fees Owed to Jurisdictions**  
**Related to Exclusion of FCC Fees from Revenue**

Jurisdiction:	4th Qtr 1994	
	Revenue Excluded(1)	Franchise Fee Payable
Portland	\$1,352	\$68
Linnton	\$4	\$0
Annexed Portland	\$506	\$25
Subtotal - Portland	\$1,862	\$93
Uninc. Multnomah Co.	\$55	\$3
Gresham	\$377	\$19
Troutdale	\$56	\$3
Fairview	\$15	\$1
Wood Village	\$16	\$1
Subtotal - East Co.	\$519	\$26
Subtotal - MHCRC	\$2,381	\$119
Happy Valley	\$18	\$1
Maywood Park	\$5	\$0
Uninc. Clackamas Co.	\$85	\$4
Eagle Creek	\$1	\$0
Subtotal - Other	\$109	\$5
Total	\$2,490	\$125

Notes:

(1) Specifically identified from December 1994 CPSM-318 subscriber revenue report



MEETING DATE: January 25, 1996

AGENDA #: R-4

ESTIMATED START TIME: 9:40 am

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Resolution to Set February 29, 1996 for Hearing

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: January 25, 1996

AMOUNT OF TIME NEEDED: 1 minute

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Matthew Ryan TELEPHONE #: 248-3138

BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Andrew Bowman from Perkins Coie

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Resolution Setting February 29, 1996 for a Hearing to Consider Approving a Request for Removal of a Dedication to Cemetery Purposes for a Portion of Skyline Memorial Gardens Not Used for the Interment of Human Remains or Any Other Cemetery Purpose

*1/29/96 copies to Andrew Bowman & KATHY  
THWBERCA*

#### SIGNATURES REQUIRED:

ELECTED  
OFFICIAL: Beverly Stein  
(OR)  
DEPARTMENT  
MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 18 AM 11:02  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

# PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS  
1211 SOUTHWEST FIFTH AVENUE, SUITE 1500 · PORTLAND, OREGON 97204-1002  
TELEPHONE: (503) 727-2000 · FACSIMILE: (503) 727-2222

## MEMORANDUM

January 18, 1996

TO: Multnomah County Board of Commissioners

FROM: Andrew J. Bowman  
Representing SCI Oregon Funeral Services, Inc.

RE: **Request to Set February 29, 1996 as the Hearing Date in the Matter of Approving a Request for Removal of a Dedication to Cemetery Purposes for a Portion of Skyline Memorial Gardens**

---

### REQUESTED BOARD ACTION

The cemetery known as Skyline Memorial Gardens is owned by SCI Oregon Funeral Services, Inc. ("SCI"). SCI requests that the Board set a hearing date for February 29, 1996, to consider approving the removal of a dedication to cemetery purposes for a portion of Skyline Memorial Gardens.

SCI has provided a proposed order for the Board to adopt to set this hearing date. The order is attached to this Memorandum as Exhibit I. SCI requests that the Board adopt an order, in substantially the same form as the order attached, at its regular meeting to be held Thursday, January 25, 1996.

### BACKGROUND

Skyline Memorial Gardens is located off Skyline Boulevard in the City of Portland and Multnomah County. A portion of the land in Skyline Memorial Gardens has been dedicated to cemetery purposes. Under Oregon law, land dedicated to cemetery purposes must be held and used exclusively for cemetery purposes unless and until the dedication is removed from all or any part of it.

SCI seeks to remove the dedication to cemetery purposes for surplus land in Skyline Memorial Gardens. This portion has never been used for the interment of human remains, or for any other cemetery purpose, and is not platted for future burial

sites. The map attached to this Memorandum as Exhibit II illustrates the portion of the property for which the dedication is sought to be removed.

### **PROCEDURE FOR REMOVING A DEDICATION TO CEMETERY PURPOSES**

The procedure for removing a dedication to cemetery purposes is set forth at ORS 97.440. A dedication to cemetery purposes is removed by an order and decree of the Board. The process for SCI to obtain such an order and decree, as set forth at ORS 97.440, is as follows:

1. SCI initiates a proceeding before the Board to seek an order that the dedication be removed. This step will be accomplished once the Board sets a hearing date to consider the removal of the dedication.

2. Prior to the hearing, SCI must give notice of the hearing by publication once a week for at least four consecutive weeks in a newspaper of general circulation in Multnomah County and by posting copies of the notice in three conspicuous places on the portion of the property for which the dedication is to be removed. The notice must contain the following elements:

- a. A description of the portion of the cemetery property sought to be removed from dedication;
- b. A statement that all human remains have been removed or that no interments have been made in the portion of the cemetery property sought to be removed from dedication; and
- c. The specified time and place for the hearing as set by the Board.

The exhibits to the order attached as Exhibit I include the text of the notice that will be used by SCI to satisfy these requirements. The notice will be published by SCI in *The Oregonian* on January 29, February 5, February 12, and February 19. The same notice will be posted in three conspicuous places on the portion of the property for which the dedication is to be removed, beginning January 29. The notices posted on the property will also include a map that illustrates the portion of the property for which the dedication is to be removed. The map will be substantially similar to that attached to this Memorandum as Exhibit II.

3. At the hearing, SCI must establish that (a) the notice requirements have been met, and (b) the portion of the property from which dedication is sought to be removed is not being used for interment of human remains. SCI will satisfy this second requirement by providing affidavits from SCI and the Cemetery Manager that the portion of the property for which the dedication is sought to be removed is not

being used for the interment of human remains. Once SCI has satisfied these requirements, ORS 97.440 requires the Board to issue an order and decree that the dedication be removed for the portion of Skyline Memorial Gardens.

### **CONCLUSION**

SCI requests that the Board set a hearing date for February 29, 1996, to consider approving the removal of the cemetery dedication, by adopting an order, in substantially the same form as that attached as Exhibit I, at its regular meeting to be held Thursday, January 25, 1996.

**EXHIBIT I**

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

Setting February 29, 1996 as the Hearing )	
Date in the Matter of Approving a )	<b>ORDER</b>
Request for Removal of a Dedication )	<b>96-</b>
to Cemetery Purposes for a Portion of )	
Skyline Memorial Gardens )	

WHEREAS, a State of Oregon statute allows for removal of a dedication of property to cemetery purposes by an order and decree of the county commissioners of the county in which the property is situated; and

WHEREAS, the owner of Skyline Memorial Gardens has formally requested the removal of a dedication to cemetery purposes for a portion of the cemetery; and

WHEREAS, a State of Oregon statute requires that a public hearing be held prior to any such a removal of a dedication to cemetery purposes; now therefore

IT IS HEREBY ORDERED, pursuant to ORS 97.440, that the Multnomah County Board of Commissioners will conduct a public hearing regarding the removal of a dedication to cemetery purposes for a portion of Skyline Memorial Gardens at **9:30 a.m., Thursday, February 29, 1996** in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland; and

IT IS FURTHER ORDERED that comments regarding this removal of a dedication to cemetery purposes must be filed with the Office of the Board Clerk on or before the February 29, 1996 public hearing.

BE IT FURTHER ORDERED that due and legal notice of said hearing, consisting of the text attached as Exhibits A and B, will be published on January 29,

February 5, February 12, and February 19 in *The Oregonian*, a newspaper of general circulation, in accordance with the provisions of the Oregon Revised Statutes.

DATED this \_\_\_\_\_ day of January, 1996.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

---

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: \_\_\_\_\_  
Matthew O. Ryan  
Assistant County Counsel

**EXHIBIT A**

**MULTNOMAH COUNTY, OREGON  
NOTICE OF PUBLIC HEARING**

Public notice is hereby given that the Multnomah County Board of Commissioners will conduct a public hearing regarding the removal of a dedication to cemetery purposes for a portion of Skyline Memorial Gardens at **9:30 a.m., Thursday, February 29, 1996 in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland.** No interments have been made in the portion of the cemetery property sought to be removed from dedication and described as follows: [the text set forth in Exhibit B will be inserted here].

EXHIBIT B

LEGAL DESCRIPTION  
OF SURPLUS CEMETERY PROPERTY

THOSE PORTIONS OF THE PROPERTY DESCRIBED IN THE PLATS  
RECORDED IN THE RECORDS OF MULTNOMAH COUNTY, IN THE STATE  
OF OREGON, IN BOOK 1183, PAGE 42 ON FEBRUARY 18, 1952, AND BOOK  
1185, PAGE 1 ON SEPTEMBER 16, 1953, THAT ARE LOCATED WITHIN THE  
FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1  
WEST, WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23;  
THENCE NORTH 02° 18' 44" WEST ALONG THE WEST LINE OF THE NORTHWEST  
QUARTER OF SAID SECTION 23, A DISTANCE OF 1317.80 FEET TO THE NORTH LINE OF  
THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER;  
THENCE NORTH 89° 50' 55" EAST ALONG SAID NORTH LINE A DISTANCE OF  
584.86 FEET TO THE WESTERLY MARGIN LINE OF SKYLINE BOULEVARD, SAID POINT  
BEING ON A CURVE; THENCE EASTERLY AND SOUTHERLY ALONG SAID WESTERLY  
MARGIN LINE BEING A CURVE TO THE RIGHT HAVING A BACK TANGENT BEARING OF  
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AN ARC DISTANCE OF 47.70 FEET; THENCE CONTINUING SOUTH 8° 16' 09" EAST  
ALONG SAID MARGIN LINE A DISTANCE OF 150.74 FEET TO A POINT OF CURVATURE;  
THENCE CONTINUING SOUTHERLY AND EASTERLY ALONG SAID MARGIN LINE BEING  
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CENTRAL ANGLE OF 11° 37' 41", AN ARC DISTANCE OF 151.46 FEET; THENCE LEAVING  
SAID WESTERLY MARGIN LINE SOUTH 46° 29' 56" WEST A DISTANCE OF 64.45 FEET;  
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THENCE SOUTH 47° 35' 36" EAST A DISTANCE OF 76.06 FEET;  
THENCE SOUTH 77° 24' 51" EAST A DISTANCE OF 95.13 FEET;  
THENCE NORTH 76° 52' 18" EAST A DISTANCE OF 151.75 FEET;  
THENCE SOUTH 73° 38' 43" EAST A DISTANCE OF 94.74 FEET;  
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THENCE NORTH 89° 14' 53" EAST A DISTANCE OF 87.97 FEET;  
THENCE NORTH 51° 09' 18" EAST A DISTANCE OF 75.23 FEET;  
THENCE NORTH 40° 20' 51" EAST A DISTANCE OF 71.81 FEET;  
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THENCE NORTH 72° 38' 45" EAST A DISTANCE OF 121.62 FEET;  
THENCE NORTH 68° 28' 45" EAST A DISTANCE OF 163.00 FEET;  
THENCE NORTH 76° 20' 25" EAST A DISTANCE OF 91.10 FEET TO THE WESTERLY  
MARGIN LINE OF SKYLINE BOULEVARD AS IT EXISTS PER VACATION ORDINANCE  
NUMBER 3403, DATED 5/27/63;



LEGAL DESCRIPTION  
SKYLINE MEMORIAL PROPERTY

THENCE SOUTH 56° 08' 09" EAST ALONG SAID WESTERLY MARGIN LINE A DISTANCE OF 64.27 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHERLY AND EASTERLY ALONG SAID MARGIN LINE BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 326.50 FEET, A CENTRAL ANGLE OF 25° 53' 03", AN ARC DISTANCE OF 147.50 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE SOUTH 02° 52' 32" EAST ALONG SAID EAST LINE, A DISTANCE OF 345.31 FEET TO THE SOUTHEAST CORNER OF SKYLINE MEMORIAL GARDENS, AS RECORDED IN BOOK 1183, PAGE 42; THENCE SOUTH 87° 40' 56" WEST ALONG THE SOUTH LINE OF SAID SKYLINE MEMORIAL GARDENS, A DISTANCE OF 792.11 FEET TO THE NORTHEAST CORNER OF LINCOLN MEMORIAL PARK, AS RECORDED IN BOOK 1935, PAGE 161; THENCE SOUTH 02° 21' 17" EAST ALONG THE EAST LINE OF SAID LINCOLN MEMORIAL PARK A DISTANCE OF 470.00 FEET TO THE SOUTHEAST CORNER OF SAID LINCOLN MEMORIAL PARK; THENCE SOUTH 87° 40' 56" WEST ALONG THE SOUTH LINE OF SAID LINCOLN MEMORIAL PARK A DISTANCE OF 1633.00 FEET; THENCE NORTH 02° 21' 17" WEST PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 A DISTANCE OF 202.82 FEET TO A POINT WHICH BEARS SOUTH 47° 19' 04" EAST FROM THE SOUTHWEST CORNER OF SKYLINE MEMORIAL GARDENS NO. 3, AS RECORDED IN BOOK 1185, PAGE 1; THENCE NORTH 47° 19' 04" WEST A DISTANCE OF 377.84 FEET TO SAID SOUTHWEST CORNER, SAID CORNER BEING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 02° 21' 17" WEST ALONG SAID WEST LINE A DISTANCE OF 1645.44 FEET TO THE POINT OF BEGINNING.

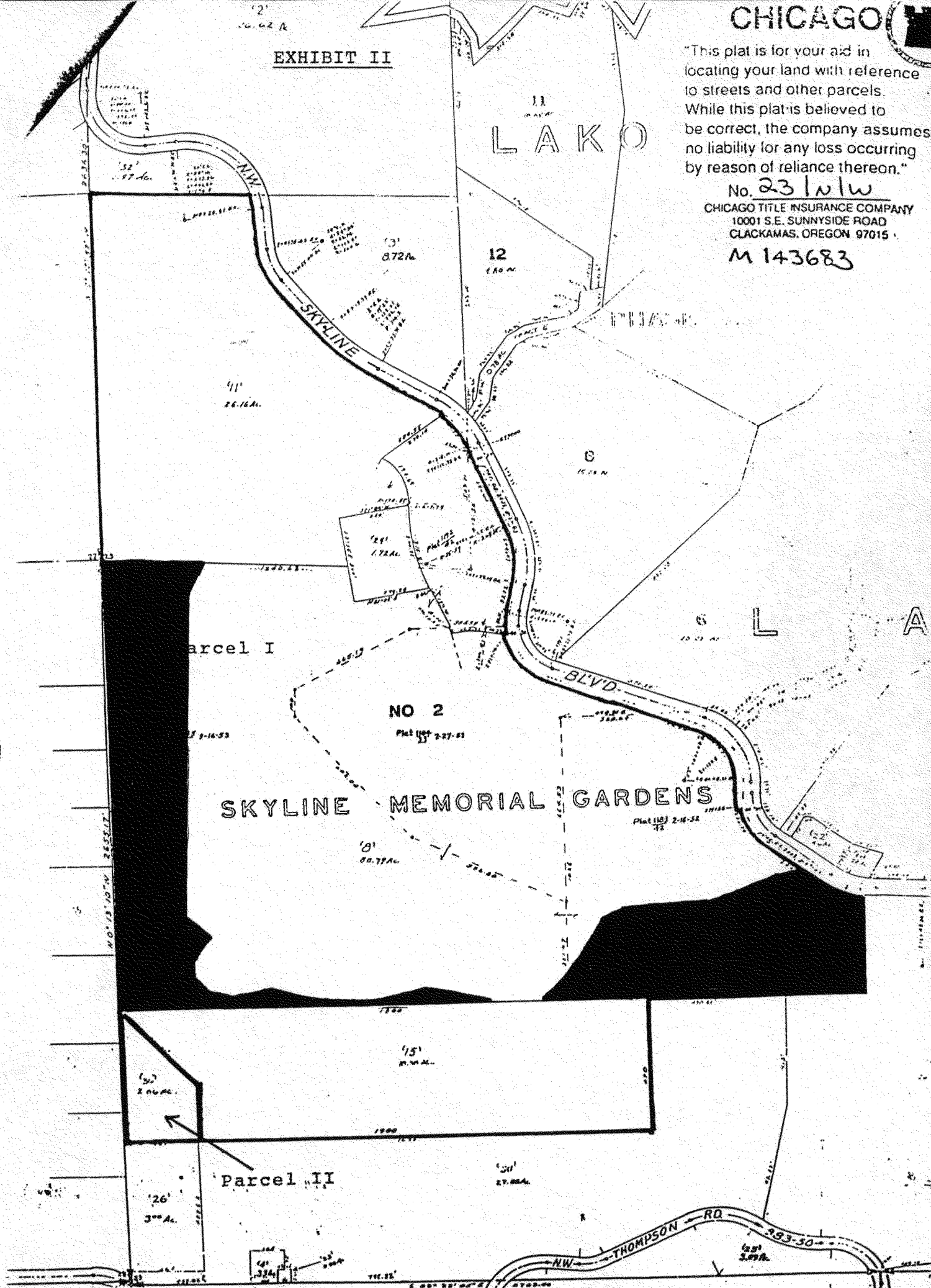
TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

## EXHIBIT II

"This plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the company assumes no liability for any loss occurring by reason of reliance thereon."

No. **231w1w**  
CHICAGO TITLE INSURANCE COMPANY  
10001 S.E. SUNNYSIDE ROAD  
CLACKAMAS, OREGON 97015

**M 143683**



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

Setting February 29, 1996 as the Hearing )	
Date in the Matter of Approving a )	<b>ORDER</b>
Request for Removal of a Dedication )	<b>96- 12</b>
to Cemetery Purposes for a Portion of )	
Skyline Memorial Gardens )	

WHEREAS, a State of Oregon statute allows for removal of a dedication of property to cemetery purposes by an order and decree of the county commissioners of the county in which the property is situated; and

WHEREAS, the owner of Skyline Memorial Gardens has formally requested the removal of a dedication to cemetery purposes for a portion of the cemetery; and

WHEREAS, a State of Oregon statute requires that a public hearing be held prior to any such a removal of a dedication to cemetery purposes; now therefore

IT IS HEREBY ORDERED, pursuant to ORS 97.440, that the Multnomah County Board of Commissioners will conduct a public hearing regarding the removal of a dedication to cemetery purposes for a portion of Skyline Memorial Gardens at 9:30 a.m., Thursday, February 29, 1996 in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland; and

IT IS FURTHER ORDERED that comments regarding this removal of a dedication to cemetery purposes must be filed with the Office of the Board Clerk on or before the February 29, 1996 public hearing.

BE IT FURTHER ORDERED that due and legal notice of said hearing, consisting of the text attached as Exhibits A and B, will be published on January 29,

February 5, February 12, and February 19 in *The Oregonian*, a newspaper of general circulation, in accordance with the provisions of the Oregon Revised Statutes.

DATED this 25th day of January, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

Don Sullivan

for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By: Matthew O. Ryan

Matthew O. Ryan  
Assistant County Counsel

**EXHIBIT A**

**MULTNOMAH COUNTY, OREGON  
NOTICE OF PUBLIC HEARING**

Public notice is hereby given that the Multnomah County Board of Commissioners will conduct a public hearing regarding the removal of a dedication to cemetery purposes for a portion of Skyline Memorial Gardens at **9:30 a.m., Thursday, February 29, 1996 in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland.** No interments have been made in the portion of the cemetery property sought to be removed from dedication and described as follows: [the text set forth in Exhibit B will be inserted here].

EXHIBIT B

LEGAL DESCRIPTION  
OF SURPLUS CEMETERY PROPERTY

THOSE PORTIONS OF THE PROPERTY DESCRIBED IN THE PLATS  
RECORDED IN THE RECORDS OF MULTNOMAH COUNTY, IN THE STATE  
OF OREGON, IN BOOK 1183, PAGE 42 ON FEBRUARY 18, 1952, AND BOOK  
1185, PAGE 1 ON SEPTEMBER 16, 1953, THAT ARE LOCATED WITHIN THE  
FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE WEST HALF OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 1  
WEST, WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 23;  
THENCE NORTH 02° 18' 44" WEST ALONG THE WEST LINE OF THE NORTHWEST  
QUARTER OF SAID SECTION 23, A DISTANCE OF 1317.80 FEET TO THE NORTH LINE OF  
THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER;  
THENCE NORTH 89° 50' 55" EAST ALONG SAID NORTH LINE A DISTANCE OF  
584.86 FEET TO THE WESTERLY MARGIN LINE OF SKYLINE BOULEVARD, SAID POINT  
BEING ON A CURVE; THENCE EASTERLY AND SOUTHERLY ALONG SAID WESTERLY  
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TOGETHER WITH AND SUBJECT TO COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

MEETING DATE: JAN 25 1996

AGENDA #: R-5

ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution in the Matter of Transferring Title of a Sheriff's Office River Patrol Boat to the Oregon State Marine Board for Law Enforcement use.

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: January 18, 1996

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: Enforcement

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Lt. Terry Jones

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Resolution in the Matter of Transferring Title of a Sheriff's Office River Patrol Boat to the Oregon State Marine Board for Law Enforcement Use.

1/29/96 COPIES TO LARRY AAB & LT. TERRY JONES

SIGNATURES REQUIRED:

ELECTED OFFICIAL: X Don [Signature]  
(OR)  
DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 10 PM 3:53

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MULTNOMAH COUNTY, OREGON

In The Matter of Transferring )  
Title of a Sheriff's Office )  
River Patrol Boat to the ) RESOLUTION 96-13  
Oregon State Marine Board for )  
Law Enforcement Use )

WHEREAS, the Oregon State Marine Board has long supported the Multnomah County Sheriff's Office and its River Patrol with money and equipment; and

WHEREAS, the Oregon State Marine Board in 1995 provided Multnomah County with three new patrol boats and spare engines and outdrives for MCSO's River Patrol fleet; and

WHEREAS, the Oregon State Marine Board provides marine enforcement throughout the state and has need for a boat for one of its enforcement programs: and

WHEREAS, MCSO has title to a 1975 Wellcraft, 25-foot boat (Reg. No. OR 189XCX, Hull No. 00676M75AN25) and trailer which would meet the Marine Board's enforcement needs in other areas of the state; and

WHEREAS, publicly owned property should be put to its highest and best use; and

WHEREAS, Multnomah County Administrative Procedure PUR-3 provides that the County may transfer surplus property to another public agency without remuneration or competitive bids.

THEREFORE, BE-IT RESOLVED, that the Multnomah County Board of County Commissioners approves the transfer of title of a 1975 Wellcraft, 25-foot boat (Reg. No. OR 189XCX, Hull No. 00676M75AN25) and trailer to the Oregon State Marine Board, for no remuneration pursuant to Administrative Procedure PUR-3.

APPROVED this 25th day of January, 1996

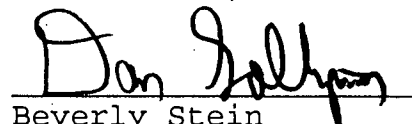
MULTNOMAH COUNTY, OREGON

By

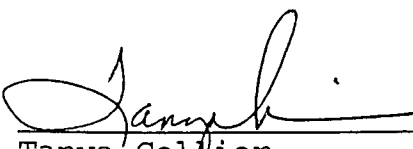


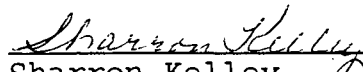
Dan Noelle  
Sheriff

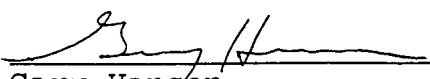
By  
for



Beverly Stein  
Multnomah County Chair

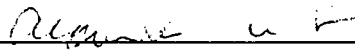
By   
Tanya Collier  
County Commissioner

By   
Sharron Kelley  
County Commissioner

By   
Gary Hansen  
County Commissioner

By   
Dan Saltzman  
County Commissioner

REVIEWED:  
LAWRENCE KRESSEL, COUNTY COUNSEL  
for MULTNOMAH COUNTY, OREGON

By   
Jacqueline Weber



MEETING DATE: JAN 25 1996

AGENDA #: R-6

ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement for Lease of Space from City of Gresham for Aging Services Field Office.

BOARD BRIEFING:

DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:

DATE REQUESTED: January 25, 1996

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Management

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Lease of Space from City of Gresham for Aging Services.

1/29/96 ORIGINAL LEASES & LEASE Description  
Form & copy of ORDER to Bob Oberst

#### SIGNATURES REQUIRED:

ELECTED

OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT


MANAGER: Robert Oberst

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 JAN 10 AM 9:20

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management 

TODAY'S DATE: January 8, 1996

REQUESTED PLACEMENT: January 25, 1996

RE: Intergovernmental Agreement for Sublease of Space from City of Gresham, Oregon for Aging Services Field Office.

I. Recommendation/Action Requested: Approval by Board of Commissioners of sublease of space in 501 Building at Gresham, Oregon for use by Multnomah County Aging Services Department.

II. Background/Analysis: The City of Gresham, Oregon currently occupies space in the 501 Building located at 501 NE Hood in Gresham under lease from the building owner. The City intends to vacate its space in the building prior to April 1, 1996 and desires to sublease the space through the end of its lease term, June 30, 1998.

Sublease of the office space from the City of Gresham will enable Multnomah County Aging Services Department to establish a new District Service Center in East Multnomah County to improve access and to coordinate the provision of a full range of social services and programs for older residents who live east of SE 162nd Avenue. At this time, there is no service center to address the needs of the elderly in East County.

The Aging Services Department office located at SE 122nd Avenue and Division Street presently serves the entire area of Multnomah County east of SE 82nd Avenue. This is inadequate. The need for an Aging Services service center in East County is indicated by the population growth between 1980 and 1990. This part of the County experienced a 32% increase in population of persons 60 years of age or older compared to a 5% increase in the younger population. The high rate of increase in the older population in East County will continue into the next two decades.

III. Financial Impact: The sublease rental payable from the Aging Services Department is within the Department's budget and is \$59,066.00 payable at the rate of \$4,922.17 per month commencing April 1, 1996 and ending June 30, 1998.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this

transaction.

VIII. Other Government Participation: Sublessor of the space to Multnomah County will be City of Gresham, Oregon.

## OFFICE BUILDING SUBLEASE

This is a Sublease between the City of Gresham (Tenant) and Multnomah County (Subtenant).

### Findings:

- a. The Tenant entered a lease with the Gresham Professional Group (Landlord) on November 12, 1987 and exercised its option on June 1, 1993 to extend the lease for an additional five years.
- b. Paragraph 5 of the June 1, 1993 lease (Lease) grants Tenant the right to sublease the premises to any other tenant whose use of the premises is similar in nature to Tenant.
- c. Tenant wishes to sublease the premises to Subtenant, and Subtenant is another government agency whose use of the premises will be similar to Tenant consistent with the Lease.

### Agreement:

1. **Premises.** Tenant has leased from Landlord certain office space (premises) shown in Exhibit A to the Lease. The Lease is attached to this Sublease. Tenant leases to Subtenant and Subtenant subleases from Tenant the premises.
2. **Term.** The terms of this Sublease shall commence on April 1, 1996 and end on June 30, 1998, the end of the Tenant's Lease with Landlord.
3. **Rent.** For the terms of this Sublease, the rent shall be \$73,832.55, and shall be paid in monthly installments of \$4,922.17 on the first business day of each month in advance. The first payment shall be made on April 1, 1996.
4. **Taxes, Property, Insurance and Utilities.** Subtenant shall have all rights and be subject to all obligations of paragraph 4 of the Lease.
5. **Assignment and Subletting.** The Subtenant shall have the right to assign this Sublease or further sublease the premises to any other Subtenant whose use of the premises shall be similar in nature to existing Subtenant or for general office purposes. However, no assignment shall release the Subtenant from any of its duties hereunder.
6. **Early Termination.** Subtenant shall only have the right to terminate the Sublease prior to the termination of the Lease on June 30, 1998 by giving Tenant not less than three months written notice that the Sublease will terminate on June 30, 1997. The Subtenant may only give such notice if the program funding for the program operated in the premises under this agreement is ended by the Multnomah County Board of Commissioners.



# MULTNOMAH COUNTY OREGON

## REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue

☒ Expense

☐ Rent Free Agreement

☐ County Owned

☐ Taxpayer ID (lessor) \_\_\_\_\_

☐ Renewal of Lease

IGA

Property Management

Contact Person Bob Oberst Phone 248-3851 Date 1-16-96

Division Requesting Lease Aging Services

Contact Person Rosanne Costanzo Phone 248-3769

Lessor Name City of Gresham

Mailing Address 1333 NW Eastman Parkway

Gresham, OR 97030-3813

Phone 669-2687 (Myron Johnson)

Lessee name Multnomah County

Mailing Address 2505 SE 11th Avenue

Portland, OR 97202

Phone 248-3322

Address of 501 NE Hood

Lease Property Gresham, OR 97030

Purpose of Lease Aging Services Field

Office

Effective Date April 1, 1996

Termination Date June 30, 1998

Total Amount of Agreement \$ 132,898.51  
\$ 73,832.55 plus utilities and service cost

Payment Terms

☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 4,922.17

☐ Other \$ \_\_\_\_\_ plus utilities and service cost

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650			6170			

### REQUIRED SIGNATURES

Department Head [Signature] Date \_\_\_\_\_

County Counsel [Signature] Date 1/17/96

Property Management [Signature] Date 1-17-96

County Executive/Sheriff [Signature] Vice-Chair Date 1/25/96

Don Saltzman

CODE _____		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME _____		YEAR _____		AUTHORIZATION NOTICE				ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	301066										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental )  
Agreement for the Sublease of Office )  
Space from the City of Gresham, Oregon )  
for use by the Multnomah County Aging )  
Services Department )

O R D E R  
# 96-14

It appearing that the City of Gresham is the Lessor of 8,438 square feet of office space in the 501 Building at Gresham, which it is vacating and desires to sublease; and

It appearing that the Multnomah County Aging Services Department requires office Space in Gresham in order to provide adequate social services and programs to the older residents living in the County east of SE 162nd Avenue; and

It appearing that said office space is suitable in size and quality for the said need of Aging Services Department; and

It appearing that sublease of the space will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this OFFICE BUILDING SUBLEASE before the Board this date and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 25th day of January, 1996.



Board of County Commissioners  
For Multnomah County, Oregon

By Don Saltzman  
for Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, County  
Counsel for Multnomah  
County, Oregon

By John L. DuBay



## OFFICE BUILDING SUBLEASE

This is a Sublease between the City of Gresham (Tenant) and Multnomah County (Subtenant).

### Findings:

- a. The Tenant entered a lease with the Gresham Professional Group (Landlord) on November 12, 1987 and exercised its option on June 1, 1993 to extend the lease for an additional five years.
- b. Paragraph 5 of the June 1, 1993 lease (Lease) grants Tenant the right to sublease the premises to any other tenant who use of the premises is similar in nature to Tenant.
- c. Tenant wishes to sublease the premises to Subtenant, and Subtenant is another government agency whose use of the premises will be similar to Tenant consistent with the Lease.

### Agreement:

1. **Premises.** Tenant has leased from Landlord certain office space (premises) shown in Exhibit A to the Lease. The Lease is attached to this Sublease. Tenant leases to Subtenant and Subtenant subleases from Tenant the premises.
2. **Term.** The terms of this Sublease shall commence on April 1, 1996 and end on June 30, 1998, the end of the Tenant's Lease with Landlord.
3. **Rent.** For the terms of this Sublease, the rent shall be \$132,898.51, and shall be paid in monthly installments of \$4,922.17 on the first business day of each month in advance. The first payment shall be made on April 1, 1996.
4. **Taxes, Property, Insurance and Utilities.** Subtenant shall have all rights and be subject to all obligations of paragraph 4 of the Lease.
5. **Assignment and Subletting.** The Subtenant shall have the right to assign this Sublease or further sublease the premises to any other Subtenant whose use of the premises shall be similar in nature to existing Subtenant or for general office purposes. However, no assignment shall release the Subtenant from any of its duties hereunder.
6. **Early Termination.** Subtenant shall only have the right to terminate the Sublease prior to the termination of the Lease on June 30, 1998 by giving Tenant not less than three months written notice that the Sublease will terminate on June 30, 1997. The Subtenant may only give such notice if the program funding for the program operated in the premises under this agreement is ended by the Multnomah County Board of Commissioners.

7. **Use.** Subtenant shall use the premises for general office purposes consistent with the obligations of paragraph 7 of the Lease.

8. **Access.** Subtenant shall be subject to paragraph 8 of the Lease.

9. **Parking.** Subtenant shall be subject to paragraph 9 of the Lease.

10. **Signage.** Subtenant shall have the rights and obligations of Tenant in paragraph 10 of the Lease.

11. **Repairs.** Subtenant shall have the rights and obligations of Tenant in paragraph 11 of the Lease.

12. **Liens.** Subtenant shall have the obligations of Tenant in paragraph 12 of the Lease.

13. **Hold Harmless.** Subtenant shall defend, indemnify and hold Tenant harmless for any and all claims arising from this Sublease and Subtenant's use of the premises. Subtenant shall give prompt notice to Landlord in case of fire or accidents in the premises or in the building or of defect in the fixtures or equipment. All claims shall be subject to the Oregon Tort Claims Act, ORS 30.260- 30.300, and the limits of ORS 30.275.

14. **Subrogation.** Subtenant has no right to recover against Tenant for any loss insured by fire, extended coverage and other property insurance policies, or otherwise.

15. **Services and Utilities.** Subtenant shall have the rights of Tenant in paragraph 15 of the Lease.

16. **Reconstruction.** Subtenant shall have the rights and obligations of Tenant in paragraph 16 of the Lease.

17. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this sublease by Subtenant:

a. The vacating or abandonment of the premises by Subtenant;

b. The failure by Subtenant to make any payment of rent when due, where such failure shall continue for 10 days after written notice by Tenant to Subtenant;

c. The failure by Subtenant to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Tenant, other than payment of rent, where such failure shall continue for 20 days after written notice by Tenant to Subtenant. However, if the nature of Subtenant's default is such that more than 20 days are reasonably required for its cure, then Subtenant shall not be deemed in default if Subtenant commences such cure within 20 days and diligently prosecutes such cure to completion.

18. **Remedies in Default.** In the event of any such material default or breach by Subtenant, Tenant may, with written notice or demand:

a. Terminate Subtenant's right to possession of the premises by any lawful means, in which case this Sublease shall terminate and Subtenant shall immediately surrender possession of the premises to Tenant. Tenant shall be entitled to recover from Subtenant the cost of recovering possession of the premises and reasonable attorney's fees;

b. Maintain Subtenant's right to possession, in which case this lease shall continue in effect whether or not Subtenant shall have abandoned the premises. Tenant shall be entitled to enforce all of Tenant's rights and remedies under this Sublease, including the right to recover the rent as it becomes due;

c. Pursue any other remedy available to Tenant under Oregon law.

19. **General Provisions.**

a. The Lease and Exhibit A attached to this Sublease are part of this Sublease.

b. The waiver by Tenant of any term shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of rent by Tenant shall constitute a waiver of any preceding breach by Subtenant of any term of this Sublease, other than the failure of the Subtenant to pay the rent so accepted.

c. All notices given by either party shall be in writing either personally served or sent by United States Mail.

d. If any rent is not received by Tenant within 10 days after written notice that such rent is past due, then Subtenant shall pay to Tenant a late charge equal to 10 percent of such overdue amount.

e. This Sublease contains all the agreements of the parties and no prior understanding or agreements pertaining to these premises shall be effective for any purpose. No provision of this Sublease may be amended except by written agreement signed by the parties. This Sublease shall not be binding on either party until it is fully executed by both parties.

f. If any legal action is brought by either party under this Sublease, the prevailing party shall be entitled to recovery of all reasonable costs and expenses including attorney's fees. If any legal action is brought against Tenant by Landlord under the Lease, Subtenant shall defend, indemnify and hold Tenant harmless for any and all claims arising from this Sublease and Subtenant's use of the premises. Tenant shall be entitled to recover from Subtenant any reasonable costs and expenses including attorney's fee incurred by Tenant as a result of such legal action by Landlord.


g. Any provision of this Sublease which shall be declared invalid by a court shall have no affect on any other provision and all other provisions shall remain in effect.

h. This Sublease shall be governed by the laws of the State of Oregon.

CITY OF GRESHAM

MULTNOMAH COUNTY

\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Dan Saltzman, Vice-Chair

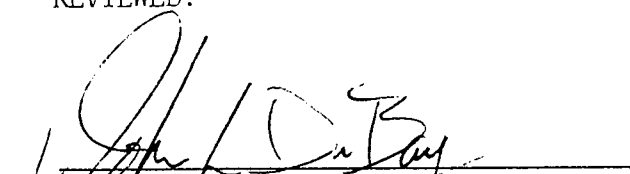
DATED: \_\_\_\_\_

DATED: January 25, 1996

APPROVED AS TO FORM:

REVIEWED:

\_\_\_\_\_  
Thomas Sponsler  
City Attorney

  
\_\_\_\_\_  
Laurence Kressel  
County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 1/25/96  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JAN 25 1996

AGENDA #: R-7

ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Public Sale

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: January 25, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Request approval to sell 14 Tax Foreclosed Properties at Public Auction.

Attached documents: Staff Report, Board Order and Exhibit A.

*1/29/96 copies to Stephen Kelly*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: *Robert F. Ellis* *Lawrence D. Nicholas*

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 AM 8:48  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

12/95

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING-STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Kathy Tuneberg,  
Tax Collection Manager

Stephen Kelly,  
Foreclosed Prop. Coordinator

TODAY'S DATE: January 12, 1996

REQUESTED PLACEMENT DATE: January 25, 1996

RE: Request BCC approval to sell Tax Foreclosed Properties at  
Public Auction.

**I. Recommendation/Action Requested:**

The Board of County Commissioners approve the sale of 14 Tax Foreclosed Properties at Public Auction. Please see Exhibit A, attached to the proposed Board Order.

**II. Background/Analysis:**

The properties offered for sale have been acquired by Multnomah County through foreclosure for non-payment of property taxes. As required under Ordinance 795, the properties have been offered for transfer to governmental entities and to non-profit low income housing developers through the Affordable Housing Development Program.

**III. Financial Impact:**

The sale of tax foreclosed properties is necessary to maintain adequate funding of the Tax Title Program, and decrease the cost of maintenance.

**IV. Legal Issues:**

Before any property is sold a determination of clear title will be made. If any title problems arise, the property(s) will be removed from the sale and appropriate action will be taken to clear title.

**V. Controversial Issues:**

Tax Title will attempt to notify all property owners adjacent to properties being sold at Public Auction.

**VI. Link to Current County Policies:**

Ordinance 795 requires that all Tax Title Properties be made available to public agencies within Multnomah County for public use or to public and non-profit housing developers for low-income housing development.

**VII. Citizen Participation:**

Citizens will be able to voice concerns at public meeting conducted by the Multnomah County Board of County Commissioners.

**VIII. Other Government Participation:**

By state law and an Intergovernmental Agreement (30181-0) between the City of Portland and the County, all City liens are required to be released when tax foreclosed properties are sold by the County at public auction.

**FOURTEEN TAX FORECLOSED PROPERTIES  
AVAILABLE FOR PUBLIC SALE BY MULTNOMAH COUNTY**

- 11) LEGAL DESCRIPTION: STANSBERRY'S ADD, SOUTH 1/2 OF  
LOT 1, BLOCK 9  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-79100-0230  
MARKET VALUE: \$6,000.00  
MINIMUM BID: \$4,800.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1994-95
- 12) LEGAL DESCRIPTION: VAUGHTON PARK, LOT 20, LOT 2  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-85770-0970  
MARKET VALUE: \$3,200.00  
MINIMUM BID: \$2,560.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1994-95
- 13) LEGAL DESCRIPTION: WEST PORTLAND PARK, LOT 42, BLOCK 11  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-89460-2090  
MARKET VALUE: \$5,400.00  
MINIMUM BID: \$4,320.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1994-95
- 14) LEGAL DESCRIPTION: SECTION 23, 1S 3E, TAXLOT #1900 0.39 ACRES  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-99323-0120  
MARKET VALUE: \$2,200.00  
MINIMUM BID: \$1,760.00  
GREENSPACE DESIGNATION: G--P- (Greenspace Inventory, Parks, Wetlands,  
Trails, and Park Deficient Area)  
THROUGH AHDP: 1994-95



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Authorizing Public Sale )  
of Properties Acquired by Multnomah )  
County through the Foreclosure of )  
Liens for Delinquent Taxes )

ORDER  
96- 15

WHEREAS, the fourteen properties listed on Exhibit A attached hereto have been foreclosed for back taxes and have been deeded to Multnomah County; and

WHEREAS, it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with provisions of ORS 275.100; now therefore

IT IS HEREBY ORDERED that the Multnomah County Sheriff is directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the properties described in the attached Exhibit A for not less than the minimum price set for each property therein.

DATED this 25th day of January, 1996.

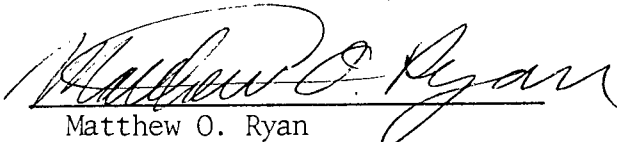
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
for Beverly Stein, Chair



REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

  
Matthew O. Ryan

**FOURTEEN TAX FORECLOSED PROPERTIES  
AVAILABLE FOR PUBLIC SALE BY MULTNOMAH COUNTY**

- 1) LEGAL DESCRIPTION: CAESAR PARK, LOT 9, BLOCK 5  
PROPERTY LOCATION: FORMER 5322 NE 13TH AVE (VACANT LOT)  
TAX ACCOUNT #: R-12690-0610  
MARKET VALUE: \$11,000.00  
MINIMUM BID: \$8,800.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: RETURNED BY NECDC
  
- 2) LEGAL DESCRIPTION: EAGLES NEST, TAXLOT #1 OF 3  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-22360-0150  
MARKET VALUE: \$32,800.00  
MINIMUM BID: \$26,240.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1993-94
  
- 3) LEGAL DESCRIPTION: EAGLES NEST, TAXLOT #2 OF 3 & 4  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-22360-0180  
MARKET VALUE: \$32,800.00  
MINIMUM BID: \$26,240.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1993-94
  
- 4) LEGAL DESCRIPTION: EAGLES NEST, TAXLOT #3 OF 4  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-22360-0200  
MARKET VALUE: \$40,200.00  
MINIMUM BID: \$32,160.00  
GREENSPACE DESIGNATION: -----  
THROUGH AHDP: 1993-94
  
- 5) LEGAL DESCRIPTION: EAST ST JOHNS, LOT 12-16, BLOCK 25  
PROPERTY LOCATION: NO ADDRESS (VACANT LOT)  
TAX ACCOUNT #: R-22740-4690  
MARKET VALUE: \$14,500.00  
MINIMUM BID: \$11,600.00  
GREENSPACE DESIGNATION: G---- (Greenspace Inventory, Parks, Wetlands,  
Trails)  
THROUGH AHDP: 1994-95

**FOURTEEN TAX FORECLOSED PROPERTIES  
AVAILABLE FOR PUBLIC SALE BY MULTNOMAH COUNTY**

- |     |  |   |
|-----|--|---|
| 6)  | <b>LEGAL DESCRIPTION:</b><br><b>PROPERTY ADDRESS:</b><br><b>TAX ACCOUNT #:</b><br><b>MARKET VALUE:</b><br><b>MINIMUM BID:</b><br><b>GREENSPACE DESIGNATION:</b><br><b>THROUGH AHDP:</b>  | EASTOVER, LOTS 1-4, BLOCK 3,<br>NO ADDRESS (VACANT LOT)<br>R-23250-0310<br>\$7,500.00<br>\$6,000.00<br>-----<br>1994-95                                     |
| 7)  | <b>LEGAL DESCRIPTION:</b><br><b>PROPERTY LOCATION:</b><br><b>TAX ACCOUNT #:</b><br><b>MARKET VALUE:</b><br><b>MINIMUM BID:</b><br><b>GREENSPACE DESIGNATION:</b><br><b>THROUGH AHDP:</b> | KENTON ANNEX, LOT 13<br>8222 N MONTANA AVE (DWELLING)<br>R-44620-0250<br>\$13,700.00<br>\$10,960.00<br>-----<br>1994-95                                     |
| 8)  | <b>LEGAL DESCRIPTION:</b><br><b>PROPERTY LOCATION:</b><br><b>TAX ACCOUNT #:</b><br><b>MARKET VALUE:</b><br><b>MINIMUM BID:</b><br><b>GREENSPACE DESIGNATION:</b><br><b>THROUGH AHDP:</b> | PENINSULAR ADD 4, LOT 44-47, BLOCK 43<br>FORMER 8733 N TYNDALL AVE (VACANT LOT)<br>R-65524-1050<br>\$25,500.00<br>\$20,400.00<br>-----<br>1994-95           |
| 9)  | <b>LEGAL DESCRIPTION:</b><br><b>PROPERTY LOCATION:</b><br><b>TAX ACCOUNT #:</b><br><b>MARKET VALUE:</b><br><b>MINIMUM BID:</b><br><b>GREENSPACE DESIGNATION:</b><br><b>THROUGH AHDP:</b> | RAILWAY ADD, LOTS 32 & 33, BLOCK 20<br>FORMER 8417 N EUGENE ST (VACANT LOT)<br>R-68480-4200<br>\$28,800.00<br>\$23,040.00<br>-----<br>1994-95               |
| 10) | <b>LEGAL DESCRIPTION:</b><br><b>PROPERTY LOCATION:</b><br><b>TAX ACCOUNT #:</b><br><b>MARKET VALUE:</b><br><b>MINIMUM BID:</b><br><b>GREENSPACE DESIGNATION:</b><br><b>THROUGH AHDP:</b> | ST JOHNS PARK ADD, SOUTH 1/2 OF LOT 1,<br>BLOCK 8<br>FORMER 9506 N EDISON ST (VACANT LOT)<br>R-73970-3370<br>\$17,600.00<br>\$14,080.00<br>-----<br>1994-95 |

**FOURTEEN TAX FORECLOSED PROPERTIES  
AVAILABLE FOR PUBLIC SALE BY MULTNOMAH COUNTY**

- |     |                         |   |
|-----|-------------------------|---|
| 11) | LEGAL DESCRIPTION:      | STANSBERRY'S ADD, SOUTH 1/2 OF                |
|     | PROPERTY LOCATION:      | LOTS 1 & 2, BLOCK 9                           |
|     | TAX ACCOUNT #:          | NO ADDRESS (VACANT LOT)                       |
|     | MARKET VALUE:           | R-79100-0210 & 0230                           |
|     | MINIMUM BID:            | \$6,000.00                                    |
|     | GREENSPACE DESIGNATION: | \$4,800.00                                    |
|     | THROUGH AHDP:           | -----   |
|     |                         | 1994-95                                       |
|     |                         |   |
| 12) | LEGAL DESCRIPTION:      | VAUGHTON PARK, LOT 20, LOT 2                  |
|     | PROPERTY LOCATION:      | NO ADDRESS (VACANT LOT)                       |
|     | TAX ACCOUNT #:          | R-85770-0970                                  |
|     | MARKET VALUE:           | \$3,200.00                                    |
|     | MINIMUM BID:            | \$2,560.00                                    |
|     | GREENSPACE DESIGNATION: | -----   |
|     | THROUGH AHDP:           | 1994-95                                       |
|     |                         |   |
| 13) | LEGAL DESCRIPTION:      | WEST PORTLAND PARK, LOT 42, BLOCK 11          |
|     | PROPERTY LOCATION:      | NO ADDRESS (VACANT LOT)                       |
|     | TAX ACCOUNT #:          | R-89460-2090                                  |
|     | MARKET VALUE:           | \$5,400.00                                    |
|     | MINIMUM BID:            | \$4,320.00                                    |
|     | GREENSPACE DESIGNATION: | -----   |
|     | THROUGH AHDP:           | 1994-95                                       |
|     |                         |   |
| 14) | LEGAL DESCRIPTION:      | SECTION 23, 1S 3E, TAXLOT #1900 0.39 ACRES    |
|     | PROPERTY LOCATION:      | NO ADDRESS (VACANT LOT)                       |
|     | TAX ACCOUNT #:          | R-99323-0120                                  |
|     | MARKET VALUE:           | \$2,200.00                                    |
|     | MINIMUM BID:            | \$1,760.00                                    |
|     | GREENSPACE DESIGNATION: | G--P- (Greenspace Inventory, Parks, Wetlands, |
|     |                         | Trails, and Park Deficient Area)              |
|     | THROUGH AHDP:           | 1994-95                                       |

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: **COMMUNITY AND FAMILIES SERVICES**DIVISION: **N/A**CONTACT: **KATHY TINKLE / WENDY BYERS**PHONE: **3691**\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: **SUSAN CLARK / KATHY TINKLE**SUGGESTED AGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification CFS #5 reflects new revenue from Enterprising Communities and the reduction of SCJS - GIFT revenue in the Department of Community and Family Services.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

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

This budget modification reflects \$637,319 in new funding from Enterprise Community Social Service Block Grant. This is a four year grant totaling \$2.9 million, with \$270,492 of that for administrative services and \$2.6 million for contract services. \$36,742 of the administrative revenue is being reflected in this modification and \$596,400 for Pass Through services.

This modification also adjusts the Criminal Justice Services Division - Gang Influenced Female Team (CJS - GIFT) revenue to match actual grant award. Administrative revenue is \$47,143 less than originally budgeted and Pass Through services were over budgeted by \$71,858.

Additionally, as a result of late hiring the Contracts and Evaluation unit has salary savings that have been used to pay for supplies, training, and equipment. The Contracts and Evaluation has reclassified some positions and changed the FTE required for other positions resulting in a decrease of 0.29 FTE for this fiscal year and an annualized increase of 0.08 FTE.

## 3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

CJS - GIFT	(\$119,505)
Enterprise Community	\$637,319
Reimb F/S to CGF	\$2,803
Reimb F/S to Ins	(\$6,808)
<b>TOTAL</b>	<b>\$513,809</b>

BOARD OF  
 COUNTY COMMISSIONERS  
 96 JAN 10 PM 3:53  
 MULTNOMAH COUNTY  
 OREGON

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

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

Originated By: <i>Kathy Tinkle</i>	Date: <i>12/20/95</i>	Department Director: <i>Allyson T. Doer</i>	Date: <i>1/3/96</i>
Plan / Budget Analyst: <i>Christine Delee</i>	Date: <i>1/10/96</i>	Employee Services: <i>CRumbas</i>	Date: <i>1/8/96</i>
Board Approval: <i>Deborah C. Royster</i>	Date: <i>1/25/96</i>		

## EXPENDITURES

TRANS EB GM

TRANS DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

Budget Fiscal Year: 95/96

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	0140			5100			(35,235)		Salaries
		156	010	0140			5500			(7,127)		Fringe
		156	010	0140			5550			(6,808)		Insurance
											(49,170)	Total Personnel
		156	010	0140			6230			14,445		Supplies
		156	010	0140			6310			10,830		Travel and Training
		156	010	0140			7100			(870)		Indirect
		156	010	0140			8400			14,364		Capital
											38,769	Total M & S
											(10,401)	Total Org 0140
		156	010	1110			6060			55,500		Pass Through - ECC
		156	010	1110			7100			389		Indirect
											55,889	Total Org 1110
		156	010	1260			6060			42,500		Pass Through - ECC
		156	010	1260			6060			281,900		Pass Through-ECC Unalloc.
		156	010	1260			7100			2,271		Indirect
											326,671	Total Org 1260
		156	010	1350			6060			90,500		Pass Through - ECC
		156	010	1350			7100			634		Indirect
											91,134	Total Org 1350
		156	010	1370			6060			57,500		Pass Through - ECC
		156	010	1370			7100			403		Indirect
											57,903	Total Org 1370
		156	010	1380			6060			(71,858)		Pass Through - GIFT
		156	010	1380			6060			68,500		Pass Through - ECC
		156	010	1380			7100			(24)		Indirect
											(3,382)	Total Org 1380
		100	045	9120			7700			2,803	2,803	Contingency (Indirect)
		400	050	7531			6580			(6,808)	(6,808)	Insurance
										\$513,809	\$513,809	GRAND TOTAL

## REVENUES

TRANS EB GM

TRANS DATE:

ACCTG PERIOD:

Budget Fiscal Year: 95/96

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	0140			2310			(47,143)		SCJS - GIFT
		156	010	0140			New			36,742		Enterprise Community
											(10,401)	Total Org 0140
		156	010	1110			New			55,889		Enterprise Community
											55,889	Total Org 1110
		156	010	1260			New			326,671		Enterprise Community
											326,671	Total Org 1260
		156	010	1350			New			91,134		Enterprise Community
											91,134	Total Org 1350
		156	010	1370			New			57,903		Enterprise Community
											57,903	Total Org 1370
		156	010	1380			2310			(72,362)		SCJS - GIFT
		156	010	1380			New			68,980		Enterprise Community
											(3,382)	Total Org 1380
		100	045	7410			6602			2,803	2,803	Srv Reimb F/S to CGF
		400	050	7040			6602			(6,808)	(6,808)	Reimb to F/S to Insurance
										\$513,809	\$513,809	GRAND TOTAL



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

FTE	POSITION TITLE	ANNUALIZED				
		BASE PAY	FRINGE	INSUR	TOTAL	
0.71	Prgm Development Tech	Increased position from .29 to 1.0 FTE	\$20,941	\$3,679	\$4,951	\$29,572
(1.00)	Office Assistant Sr	Reclassified as PDT	(\$27,414)	(\$4,817)	(\$5,186)	(\$37,417)
(0.75)	Prgm Development Spec	Decreased overall total from 12.75 to 12.0 FTE	(\$27,550)	(\$4,840)	(\$3,096)	(\$35,486)
1.00	Data Technician	Added one to program	\$29,494	\$5,182	\$5,262	\$39,938
0.12	Prgm Evaluation Spec	Increased from 0.88 FTE to 1.0 FTE	\$4,685	\$823	\$170	\$5,678
	All annualized estimates based on mid range pay rates.					
0.08	TOTAL ANNUALIZED CHANGES		\$156	\$27	\$2,101	\$2,285

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

FTE	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			BASE PAY	FRINGE	INSUR	TOTAL
0.54	Prgm Development Tech	Reclass from OA Sr to PDT	\$17,769	\$3,123	\$3,317	\$24,209
(0.83)	Office Assistant Sr	Reclass from OA Sr to PDT	(\$24,708)	(\$4,342)	(\$4,612)	(\$33,662)
(0.75)	Prgm Development Spe	Adjust due to late hires & filling positions with transfers that started at mid & top steps.	(\$42,913)	(\$8,610)	(\$9,144)	(\$60,667)
0.63	Data Technician	New position	\$17,416	\$3,061	\$3,251	\$23,727
0.12	Prgm Evaluation Spec	Position filled later than planned	(\$2,799)	(\$358)	\$380	(\$2,777)
(0.29)	TOTAL CURRENT FISCAL YEAR CHANGES		(\$35,235)	(\$7,127)	(\$6,808)	(\$49,170)





# 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  
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TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Lolene Bee, Director  
Department of Community and Family Services  
DATE: December 21, 1995  
SUBJECT: Budget Modification DCFS #5

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification **CFSD #5**. This modification adds \$637,319 in new revenue from Enterprise Community Social Service Block Grant. It also adjusts Criminal Justice Services Division - Gang Influenced Female Team (GIFT) revenue to actual grant award.

**II. BACKGROUND/ANALYSIS:** This Budget Modification will add this fiscal years portion of the \$2.9 million in new funding from Enterprise Community. This grant is for four years and will provide economic opportunity and sustainable community development in the downtown and North/Northeast areas of Multnomah County. Of the \$637,319 in new revenue for this fiscal year, \$596,400 is for Pass Through services. The balance is used for material and services for the Contracts and Evaluation unit.

This modification also adjusts the Criminal Justice GIFT revenue to match the actual grant award. This is a reduction of \$47,143 in administrative revenue used for personnel, materials, and services, and a reduction of \$71,858 in Pass Through services.

Additionally, as a result of late hires the Contracts and Evaluation unit has salary savings that this modification moves from personnel to material and services. The Contracts and Evaluation unit has also reclassified some positions, and changed their staffing needs resulting in a reduction of 0.29 FTE for this fiscal year and an annualized increase in FTE of 0.08.

**III. FINANCIAL IMPACT:** This budget modification increases the Department of Community and Family Services budget by \$517,814. Pass Through services are increased by \$524,542 and personnel is decreased by \$49,170. Material and services are increased by \$25,275 and Capital equipment is increased by \$14,364. The service reimbursement to County General Fund and Contingency for indirect expense are both increased by \$2,803. Service reimbursement for Insurance is reduced by \$6,808.

**IV. LEGAL ISSUES:** N/A

**V. CONTROVERSIAL ISSUES:** N/A

**VI. LINK TO CURRENT COUNTY POLICY:** N/A

**VII. CITIZEN PARTICIPATION:** N/A

**VIII. OTHER GOVERNMENT PARTICIPATION:** N/A

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR:

(Date)

DEPARTMENT: COMMUNITY AND FAMILIES SERVICES DIVISION: N/A

CONTACT: KATHY TINKLE / WENDY BYERS PHONE: 3691

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: SUSAN CLARK / KATHY TINKLE

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

Budget Modification # CFS 8 increases the Adult Mental Health program budget by \$1,842,259, to reflect changes in the State MHDDSD intergovernmental agreement. It also moves expenses from Pass Through to personnel, material and services for the STOP diversion project.

## 2. DESCRIPTION OF MODIFICATION: [Explain the changes being made: What budget does it increase / decrease? What do the changes accomplish? Where does the money come from?

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

This modification increases the Adult Mental Health program budget as a result of amendments to the State MHDDSD intergovernmental agreement made through Plan Amendment Approval Form (PAAF) #15.

Most of this increase is restoration funding for crisis and acute care mental health services.

This modification restores these services to the 94/95 funding level. In addition to the restoration of crisis and acute care services this modification adds revenue for the Psychiatric Security review board (\$43,557) for difficult-to-place clients, and Local Administration revenue (\$49,000) for an Enhanced Care Coordinator for Mt. Hood Community Mental Health. This person will coordinate services for nine statewide sites.

This budget modification also adds a full time Mental Health Consultant for the STOP demonstration project. This program was added with a Technical Amendment in 95/96 to provide diversion from sentencing for Class C felons. The Mental Health Consultant will coordinate services and resources for clients. This modification leaves \$8,000 in Pass Through for the purchase of additional services for STOP clients.

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 10 PM 3:53  
MULTNOMAH COUNTY  
OREGON

## 3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

State Mental Health Services - Mental Health Srv	\$1,793,259
State Mental Health Services - Local Admin	\$49,000
CGF- Indirect	\$13,324
Service Reimb F/S Fund - Indirect	\$13,324
Service Reimb F/S Fund - Insurance	\$3,196

TOTAL \$1,872,102

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

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

Originated By: <i>Seamus Linn</i>	Date: <i>12/18/95</i>	Department Director: <i>William T. Dwyer</i>	Date: <i>12/21/95</i>
Plan / Budget Analyst: <i>Chris Tebbenden</i>	Date: <i>1/18/96</i>	Employee Services: <i>CR Umbras</i>	Date: <i>1/8/96</i>
Board Approval: <i>Deborah C. Bogstad</i>	Date: <i>1/25/96</i>		

## EXPENDITURES

TRANS EB GM

TRANS DATE: \_\_\_\_\_

ACCTING PERIOD:

Budget Fiscal Year: 95/96

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Object	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
		156	010	1010			6060			(59,881)		Pass Through
		156	010	1010			7100			(419)		Indirect
											(60,300)	Total Org 1010
		156	010	1020			5100			18,190		Permanent
		156	010	1020			5500			2,756		Fringe
		156	010	1020			5550			3,196		Insurance
											24,142	Total Personnel
		156	010	1020			6060			882,169		Pass Through
		156	010	1020			6060			(28,992)		Pass Through - STOP
		156	010	1020			6230			1,600		Supplies - STOP
		156	010	1020			7100			6,946		Indirect
		156	010	1020			7400			1,000		Bldg Occ - STOP
		156	010	1020			8400			2,250		Equipment - STOP
											864,973	
											889,115	Total Org 1020
		156	010	1040			6060			776,042		Pass Through
		156	010	1040			7100			5,432		Indirect
											781,474	Total Org 1040
		156	010	1050			6060			49,000		Pass Through - Mt Hood
		156	010	1050			6060			194,929		Pass Through
		156	010	1050			7100			1,365		Indirect
											245,294	Total Org 1050
		100	010	0100			7608			13,324	13,324	Cash Transfer (Indirect)
		400	050	7531			6580			3,196	3,196	Insurance
										\$1,872,102	\$1,872,102	GRAND TOTAL

## REVENUES

TRANS EB GM

TRANS DATE: \_\_\_\_\_

ACCTING PERIOD: \_\_\_\_\_

**Budget Fiscal Year: 95/96**

Doc No.	Action	Fund	Agency	Org	Activity	Report Category	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1010			2605			(59,881)		State MHD - Mental Hth
		156	010	1010			7601			(419)		CGF- Indirect
											(60,300)	Total Org 1010
		156	010	1020			2605			882,169		State MHD - Mental Hth
		156	010	1020			7601			6,946		CGF- Indirect
											889,115	Total Org 1020
		156	010	1040			2605			776,042		State MHD - Mental Hth
		156	010	1040			7601			5,432		CGF- Indirect
											781,474	Total Org 1040
		156	010	1050			2605			49,000		State MHD - Local Admin
		156	010	1050			2605			194,929		State MHD - Mental Hth
		156	010	1050			7601			1,365		CGF- Indirect
											245,294	Total Org 1050
		100	045	7410			6602			13,324	13,324	Srv Reimb F/S to CGF
		400	050	7040			6602			3,196	3,196	Srv Reimb F/S to CGF
										\$1,872,102	\$1,872,102	GRAND TOTAL

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE	POSITION TITLE	ANNUALIZED			
		BASE PAY	FRINGE	INSUR	TOTAL
1.00	Mental Health Consultant	\$36,380	\$5,512	\$6,392	\$48,284
1.00	TOTAL ANNUALIZED CHANGES	\$36,380	\$5,512	\$6,392	\$48,284

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs / savings that will take place in this FY; these should explain the actual dollar amounts being changed by this Bud Mod.)						
			CURRENT YEAR			
FTE	POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
0.50	Mental Health Consultant	Full time position with an estimated hire date of 1/1/96 for STOP demonstration project.	\$18,190	\$2,756	\$3,196	\$24,142
0.50	TOTAL CURRENT FISCAL YEAR CHANGES		\$18,190	\$2,756	\$3,196	\$24,142





# MULTNOMAH COUNTY OREGON

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421 SW SIXTH AVENUE, SUITE 700  
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BOARD OF COUNTY COMMISSIONERS  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners

FROM: *[Signature]* Lolenze Poe, Director  
Department of Community and Family Services

DATE: December 5, 1995

SUBJECT: Budget Modification CFSD # 8

**I. RECOMMENDATION/ACTION REQUESTED:** The Department of Community and Family Services recommends the approval of Budget Modification CFSD #8. This modification increases the Adult Mental Health program budget by \$1,842,259.

**II. BACKGROUND/ANALYSIS:** This Budget Modification is a result of amendments to the State Mental Health Developmental Disabilities Service Division (MHDDSD) intergovernmental agreement made through Plan Amendment Approval Form (PAAF) # 15.

Most of the increase is restoration funding for crisis and acute care mental health services and brings the budget back to the 94/95 funding level. Additionally, this modification includes revenue for Psychiatric Security review board (\$43,557) for difficult-to-place clients, and Local Administration revenue (\$49,000) for a Enhanced Care Coordinator for Mt. Hood Community Mental Health. This person will provide coordination of services for nine statewide sites.

This modification also moves money from Pass Through to fund a full time Mental Health Consultant for the STOP demonstration project. It also moves money to material and services to support this position. The project will provide diversion from sentencing for Class C felons. This modification leaves \$8,000 in Pass Through for the purchase of additional services for STOP clients.

**III. FINANCIAL IMPACT:** The budget change that results from this modification is an increase of \$1,842,259 from State MHDDSD. All of this is reflected as Pass Through expense. The County General Fund Cash Transfer to this program to provide support for indirect costs and the Service Reimbursement from the Federal State Fund is increased by \$13,324 each. The Service Reimbursement from the Federal State Fund to the Insurance fund is increased by \$3,196.

IV.      LEGAL ISSUES:    N/A  
V.       CONTROVERSIAL ISSUES:    N/A  
VI.      LINK TO CURRENT COUNTY POLICY:    N/A  
VII.     CITIZEN PARTICIPATION:    N/A  
VIII.    OTHER GOVERNMENT PARTICIPATION:    N/A



MEETING DATE: JAN 25 1996

AGENDA NO: R-10

ESTIMATED START TIME: 9:57 am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Employment Services for Target City Project Participants

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Requested By: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: First Available Date

Amount of Time Needed: 3 Minutes

**DEPARTMENT:** Community and Family Services

**DIVISION:** Behavioral Health/Target City

**CONTACT:** Lorenzo Poe/Norma Jaeger

**TELEPHONE:** 248-3691/ext. 6358

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Lorenzo Poe/Norma Jaeger

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

Intergovernmental Agreement with State of Oregon, Employment Department and DCFS for Employment Services for Target City Project Participants.

1/29/96 ORIGINALS TO CHRIS WHITE

**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*

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 PM 3:20  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

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421 SW SIXTH AVENUE, SUITE 700  
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: January 3, 1996

SUBJECT: Intergovernmental Agreement with State of Oregon, Department of Employment

- I. **Recommendation/Action Requested** : The Department of Community and Family Services recommends Board of County Commissioner approval of and Intergovernmental Agreement with the State of Oregon, Department of Employment for the period November 1, 1995 through September 10, 1996.
- II. **Background/Analysis**: The Target City Project has negotiated with the Department of Employment to develop a project to provide employment related services for clients involved in the Target City Project. This joint project will provide clients with job finding, training opportunities and other related services to assist clients in finding suitable work. The joint nature of this project is to help assure that client's treatment/recovery needs are met while taking into consideration the impact of work or job search on treatment/recovery.  
  
**Retroactive Status**: This agreement is retroactive to November 1, 1995 due to the need for negotiations regarding the language to be contained in the Agreement.
- III. **Financial Impact**: This agreement provides the Department with the authorization to provide \$42,500 to the Department of Employment for the reimbursement of employment related services.
- IV. **Legal Issues**: None
- V. **Controversial Issues**: None
- VI. **Link to Current County Policies**: N/A
- VII. **Citizen Participation**: The project has been developed by the Target City Policy Steering Committee, through the Client Support Services Subcommittee.
- VIII. **Other Government Participation**: This agreement was developed jointly with the State of Oregon, Department of Employment.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104566

Prior-Approved Contract Boilerplate: XX Attached; XX Not Attached

Amendment # 0

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></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;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-10</u> DATE <u>1/25/96</u></p> <p><u>DEB BOGSTAD</u></p> <p><b>BOARD CLERK</b></p> </div>
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Department: Community & Family Services

Division: \_\_\_\_\_

Date: January 3, 1996

Administrative Contact: Chris White

Phone: 248-3691 ext 6062

Bldg/Room 166/7th

Description of Contract: **Retroactive Intergovernmental Agreement for Employment Services for the Target City Project.**

RFP/BID #: \_\_\_\_\_

Date of RFP/BID: \_\_\_\_\_

Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ JMBE ☐ WBE ☐ QRF

<p>Contractor Name : <b>State of Oregon, Department of Employment</b></p> <p>Mailing Address: <b>1433 SW 6th Portland, OR 97201</b></p> <p>Phone: <b>(503) 731-4548</b></p> <p>Employer ID# or SS#: <b>N/A</b></p> <p>Effective Date: <b>November 1, 1995</b></p> <p>Termination Date: <b>September 30, 1996</b></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <b>42,500</b></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">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>Per Invoice</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>Per Invoice</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"/>	
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>Per Invoice</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"/>																	

**REQUIRED SIGNATURES:**

Department Manager: Lorenzo Paez

Date: 1/5/96

Purchasing Director: Katie Gant

Date: \_\_\_\_\_

County Counsel: Don Saltzman

Date: 1/16/96

County Chair/Sheriff: Dan Saltzman Vice-Chair

Date: 1/25/96

Contract Administration: \_\_\_\_\_  
(Class I, Class II Contracts Only)

Date: \_\_\_\_\_

VENDOR CODE 989138B				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.

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\EMP96\GA.CAF

COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT APPROVAL FORM SUPPLEMENT  
Contractor : STATE DEPARTMENT OF EMPLOYMENT

Page 1 of 1  
1/2/96

Vendor Code : 989138B

Fiscal Year : 95/96

Amendment Number : 0

Contract Number : 104566

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1130	A38E	6060	9114F	A&D Target City Tx Enhancement A&D Target City Employment	\$30,896.00		\$30,896.00	
TOTAL								\$30,896.00	\$0.00	\$30,896.00	\$0.00

COMMUNITY AND FAMILY SERVICES DIVISION  
CONTRACT APPROVAL FORM SUPPLEMENT  
Contractor : STATE DEPARTMENT OF EMPLOYMENT

Page 1 of 1  
1/2/96

Vendor Code : 989138B

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 104566

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1130	A38E	6060	9114F	A&D Target City Tx Enhancement A&D Target City Employment	\$11,604.00		\$11,604.00	
TOTAL								\$11,604.00	\$0.00	\$11,604.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#104566

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, Target City Project, hereafter called COUNTY, and

**State of Oregon, Department of Employment,**

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **PURPOSE.** The purpose of the project represented in this Agreement is to provide employment opportunities and support to individuals who are involved in alcohol and drug treatment or in recovery from alcohol and drug abuse and appropriate family members. Individuals will be referred to the State Employment Department by alcohol and drug treatment providers within the Target City Project network of service delivery units and by staff of the Target City Central Intake Unit.

2. **ROLE AND RESPONSIBILITY OF CONTRACTOR.** The State Employment Department in Multnomah County will provide employment services to eligible clients who are appropriate for job placement and training in job readiness skills in order to achieve employment in as short a period of time as possible and in the best interest of the client.

The State Employment Department staff will consist of the equivalent of one full-time Employment Specialist working on this project. The Employment Specialist(s) will be designated as the primary contact person(s) for the alcohol and drug treatment centers and will be responsible for the following:

- A. Maintain linkage with alcohol and drug treatment service providers and Central Intake staff through semiannual, face-to-face meetings;
- B. Assess the appropriateness and facilitate the referral of clients to other specialized programs within the State Employment Department, such as services for veterans, felons, and/or people who are homeless;
- C. Make the initial appointment for the client at the time the treatment provider or Central Intake staff makes contact. The treatment provider will then pass on this information to the client. Appointments will generally be scheduled at the Downtown Portland, State Employment Department office;
- D. Provide an orientation to the resources available to clients at the state employment office;
- E. Coordinate with the client and the treatment provider as needed, to assure that the client continues to actively participate in a plan for recovery;
- F. Identify special needs the client may have related to employment, and if no other resources are available, coordinate with the treatment provider to access Target City client emergency funds for this purpose;

G. Based on input from the Target City Policy Steering Committee and Subcommittees, develop and maintain quarterly reports, and submit them to the Target City Policy Steering Committee for review and the Federal Reporting Coordinator for inclusion in quarterly reports to the Center for Substance Abuse Treatment. At a minimum, this information will include the number of referrals to the Employment Specialist(s) and the outcomes of these referrals;

H. Attend Target City Policy Steering Committee meetings and Subcommittee meetings as assigned to facilitate the on-going planning and evaluation of the program;

**3. ROLE AND RESPONSIBILITY OF COUNTY.** The Department of Community and Family Services, Target City Project will provide funding in the amount of \$42,500 for November 1, 1995 through September 30, 1996. These funds, in combination with other resources the State Employment Department is receiving to serve clients with alcohol and drug related problems, will allow for provision of 1.0 FTE Employment Specialist.

A. The Target City Project will assist the State Employment Department in facilitating communication and coordination with alcohol and drug treatment providers about the availability of employment services.

B. The Target City Project Policy Steering Committee and Client Support Services Subcommittee and Target City staff will work cooperatively to assure on-going planning, evaluation and program improvement activities. Other Policy Steering Committee Subcommittees will provide input as appropriate.

C. Target City Project Central Intake staff will screen and refer individuals and appropriate family members for employment services.

D. Target City Project Central Intake staff will provide access to client emergency funds, when appropriate, for employment related special needs for individuals who are referred by the Employment Specialist(s).

**4. PROCESS.** A Qualified Service Organization Agreement (QSOA) will be in place at the onset of the program between Central Intake, each program and the Employment Department to facilitate the referral process and assure compliance with federal confidentiality regulations. The alcohol and drug treatment provider and the Employment Specialist(s) will jointly determine the appropriateness for employment services, based on the following criteria:

A. The client has demonstrated progress in treatment and continued motivation to change in order to assure his/her recovery. Progress in treatment may be demonstrated by the resolution of denial about the individual's substance abuse, the ability to voluntarily maintain abstinence and the establishment of a recovery support system;

B. The client is able to participate in treatment concurrently with seeking and holding a job.

- C. The client is willing to commit to an on-going plan of recovery, with clear, written expectations which are mutually agreed upon by the alcohol and drug treatment provider, the client and the employment specialist(s);
- D. The client expresses a commitment to a work ethic and is willing to participate in any necessary training, testing or other evaluation to determine job readiness and facilitate job placement;
- E. The client has adequate means of communication, (preferably a telephone) and transportation.
- F. If the person receiving this service is a family member, employment is determined to be a significant part of the family stability/recovery plan.

If the client is determined to adequately meet the above requirements and is appropriate for this program, an application and other related paperwork will be completed at the State Employment Department, a file will be opened and priority status for job readiness and job placement will be established.

**5. DESCRIPTION OF SERVICES.** Upon screening, CONTRACTOR will provide one or more of the following services to each referral:

- Full registration in the Employment Service match system;
- Job finding training;
- Writing an employability plan;
- Referral to job openings;
- Evaluating vocational options;
- Referral to other support services (including training);
- Job development; and
- Other services as deemed appropriate.

The State Employment Department will regularly communicate with the treatment center staff regarding status of joint clients. The State Employment Department will track the progress of these clients until they have been placed in a job (or training) or are terminated by the Employment Specialist(s) for non-participation. The Employment Specialist(s) will obtain concurrence of treatment center staff before removing uncooperative clients from the caseload.

**6. FINANCIAL CONSIDERATIONS.** COUNTY will pay CONTRACTOR up to, as follows:

\$42,500 for services from November 1, 1995 through June 30, 1996. Monthly cost reimbursement will be made following receipt of an invoice from the State Employment Department for the month. The invoice will be reviewed and approved by the Target City Project prior to payment.

**7. TERM.** The CONTRACTOR'S services will begin on November 1, 1995 and terminate when completed but no later than September 30, 1996.

**8. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the Attachment A and the attached Conditions of Contract.



MULTNOMAH COUNTY, OREGON

BY Lorenzo Pae mls  
Director,  
Community & Family Services Division

1/5/96  
Date

BY Don Gaultman  
for Beverly Stein,  
Multnomah County Chair

1/25/96  
Date

CONTRACTOR

BY \_\_\_\_\_  
Date

TITLE

BY \_\_\_\_\_  
Date

TITLE

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Kate Gent  
Assistant County Counsel

1/16/96  
Date

APPROVED AS TO FORM:

CONTRACTOR ATTORNEY (If Applicable)

By \_\_\_\_\_  
Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 1/25/96  
DEB BOGSTAD  
BOARD CLERK

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

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

Contractor Name : STATE DEPARTMENT OF EMPLOYMENT	Vendor Code: 989138B
Contractor Address : 1433 SW 6TH PORTLAND OR 97201	
Telephone : (503)731-4548	Fiscal Year : 95/96
Federal ID # :	

**Program Office Name : Alcohol & Drug Target City**

*Service Element Name : A&D Target City Employment Services (A38E); Target City Employment Services*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	11/30/95	6/30/96	Per Invoice	Cost				\$30,896.00
				Reimbursement				
0	7/1/96	9/30/96	Per Invoice	Cost				\$11,604.00
				Reimbursement				
Total								\$42,500.00

**MULTNOMAH COUNTY CONTRACT NO. 104566**  
**CONDITIONS OF INTERGOVERNMENTAL AGREEMENT**

The attached contract for services between Multnomah County, herein "COUNTY", and State of Oregon, Department of Employment, herein "CONTRACTOR", is subject to the following:

1. **FUNDS AVAILABLE.** COUNTY certifies that sufficient funds are available and authorized to finance the costs of this agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.
2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.
3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.
4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.
6. **WORKERS' COMPENSATION INSURANCE**
  - A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit A.
  - B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.
  - C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.
7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S

officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the CONTRACTOR'S work or any subcontractor's work under this contract.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION.** CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

MEETING DATE: JAN 25 1996  
AGENDA NO: R-11  
ESTIMATED START TIME: 10:00 am

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Childrens Mental Health Capitation Revenue Agreement**

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_  
Requested By: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING**

Date Requested: January 25, 1996  
Amount of Time Needed: 30 minutes

DEPARTMENT: Community and Family Services  
CONTACT: Lorenzo Poe/Judy Robison

DIVISION: \_\_\_\_\_  
TELEPHONE: 248-3691  
BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Judy Robison

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Intergovernmental Revenue Agreement 104586 from Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children**

*1/29/96 ORIGINALS to Cilla Murray*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: Lorenzo T. Poe Jr.

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

BOARD OF  
COUNTY COMMISSIONERS  
96 JAN 16 AM 8:48  
MULTNOMAH COUNTY  
OREGON

## **CHILDREN'S CAPITATION PROJECT BRIEFING**

### **I. RECOMMENDATION / ACTION REQUESTED**

Approval of an Intergovernmental Agreement (IGA) between the Department of Community and Family Services (DCFS) and the State Mental Health and Developmental Disabilities Division for the Multnomah County Children's Capitation Project. The Mental Health Organization Agreement is planned to take effect April 1, 1996, and continue through June 30, 1997, unless otherwise terminated or extended.

### **II. BACKGROUND ANALYSIS**

Under the Children's Capitation Project, Multnomah County becomes responsible for providing outpatient and inpatient Medicaid mental health services to all Medicaid eligible children in Multnomah County. In the past, the State has been the payor for both outpatient and inpatient services, with Multnomah County as the local mental health authority assuring services and monitoring the system through a procurement and contract management process. Historically, The Board of County Commissioners has had a strong commitment through both funding and policy to the operation of a local mental health authority that protects indigent populations and recognizes the costs of leaving mental health conditions untreated.

In February, 1994, the County responded to a State Request for Plan Amendment (RFPA), submitted as a 1915B Waiver request by the State to Health Care Financing Administration. Under the waiver, the County would become liable for any medically necessary services required under the entitlement. The County response to the State RFPA was based on State's standards for children's mental health services under a managed care system as established by the Oregon Health Plan. It built on system reform and client impact gains achieved through the Partners Project in Multnomah County and the EPSDT program. The Capitation Project is the next step in taking what has been learned about managing services to children and families with the highest mental health needs and applying these principles to the entire Multnomah County Medicaid population:

**The goals of the Children's Capitation Project are to plan, deliver, monitor, research, evaluate and preauthorize an array of both innovative and traditional mental health services that are individualized to each enrollee's needs.** This will be achieved by using the tools of managed care to assure cost containment, increase system flexibility and capacity, service quality and access to care. These activities are operationalized within a public policy framework that will assure services are child centered, family focused, community based and culturally

competent. Partnerships with school districts, juvenile justice, child welfare and parents have been and will continue to be an integral part of the structure for the project.

### **III. MENTAL HEALTH ORGANIZATION (MHO) VISION AND STRATEGIES**

The Children's Capitation Project is a managed care program which combines good business practice and fiscal management with a commitment to indigent populations and benchmark related performance. As the state financed mental health delivery system changes, several issues have been of particular concern to the County: continued services for children with serious emotional disturbance; local government's responsibility for indigent care; the measurable benefits of agency collaboration and blended funding, the development of risk sharing partnerships, and the development and application of appropriate performance standards for managed behavioral health care. In order to address these issues, the County draws from its administrative capacity, financial reserves to accommodate at-risk contracting, leadership in behavioral health, and experience with mental health systems and their consumers.

The Children's Capitation Project will

- increase positive outcomes for children and families through consumer participation;
- establish a leadership role for the county in designing the mental health system under health care reform;
- institutionalize a flexible service system that is non-categorical, individualized, and strength based;
- be built on quality improvement and outcome measurement, based on benchmarks;
- create an expanded capacity to integrate services and blend funding; and
- work toward preserving systems capacity in a declining revenue environment.

### **IV. FINANCIAL RISK**

There are two distinct areas of risk to the County under the proposed Children's Capitation Project. There is risk that is shared between the County and the State, and risk that is shared between the County and provider agencies.

- COUNTY/STATE RISK

The County will receive a fixed payment from the State Mental Health and Developmental Disabilities Services Division, based on projected Medicaid enrollment for Multnomah County. This per member per month rate will vary based on different categories of Medicaid eligibility. If the State actuarial projections regarding caseloads costs are inaccurate, the County will have an obligation to deliver all medically necessary care to whatever number of eligible individuals seek service. The anticipated revenue from the capitation rate is less funding than the County has received before to provide these services. The County and State have reached agreement on risk sharing that is specified in the Intergovernmental Agreement. This "risk corridor", combined with aggressive application of managed care strategies at the county and services delivery levels, will minimize this risk.

- COUNTY/ PROVIDER RISK

In order to operate on a fiscally sound basis, the County and the provider agencies must work collaboratively to maximize service delivery capacity through careful case management and innovative treatment modalities. In this project both the County and its provider partners assume the financial risk for providing all medically necessary and appropriate services. A payment structure (see section VII.B of this document) has been developed to share this risk with provider agencies.

## V. LEGAL LIABILITY

The County will take on new legal obligations, and therefore potential liability, in operating a mental health managed care organization. This legal environment is evolving rapidly due to the swift changes in the managed health care field. Cases are now reaching the courts that address, clarify and define regulation of this area. As new issues emerge, County Counsel will review potential liabilities. In general, the obligations include, but are not restricted to:

- The duty to review requests for treatment with reasonable care. The County may be held legally accountable for decisions to pay for medically necessary services;
- The duty to disclose to consumers the appeal mechanisms when coverage is denied. There is an obligation that consumers understand the limitations of coverage under managed care and how to appeal;



- The duty to select appropriate providers in a reasonable manner. Interventions that impede delivery of proper care may leave the County open to liability.

Historically and currently, Legal Aid has scrutinized timely access to mental health services for Medicaid eligible children in Multnomah County. To address this concern, the Children's Capitation Project is developing quality assurance protocols to monitor systems capacity, quality and timeliness of service delivery. These will be critical quality assurance measures for the first year of the project.

## **VI. BUDGET AND SYSTEM DEVELOPMENT ISSUES**

The managed care model proposed for the Children's Capitation Project represents a significant system change for both the County and the providers. Administrative costs under managed care models are historically a higher percentage of revenue than in an unmanaged fee-for-service environment. The federal waiver delineates a case coordination model that requires a solid infrastructure which includes a Management Information System, program, fiscal management, and utilization/quality assurance activities. This infrastructure is the foundation on which rests the success or failure of the project and must be built over time. The proposed budget reflects a commitment of the Department to reduce and streamline care coordination through both staffing and refocusing priorities so as to minimize operational expenditure levels while still meeting requirements of the waiver.

A significant and mandatory cost of this project is the Management Information System required for processing provider claims, reporting encounter data to the State, and tracking utilization and expenditures. The County will subcontract for the necessary information system support.

The most critical piece of the budget is allocated for inpatient and outpatient medical services. The State set the capitation rate below the historical expenditure levels. In order to assure sufficient funds to provide needed services to clients, address the infrastructure demands of a managed care system and manage risk, the County will pay providers at a reduced level (85% of the current OMAP rate), with an additional ten percent withheld to offset potential deficits. This ten percent would be returned to the provider at the end of the contract term if revenue exceeds expenditures.

Although the budget reflects the Department's estimates of medical service costs for children under the project, there still remain considerable unknowns. These unknowns are due in part to the newly eligible Oregon Health Plan enrollees for

which there is no historical experience and consequently no State data available on which to base caseload and service authorization projections.

The budget reflects some blended funding primarily from the Partners Project to help offset program administrative costs and provide additional client services. Even with these additional funds, the Department anticipates a maximum first-year budget shortfall of up to \$606,836, inclusive of one-time-only start up costs. This amount can be neutralized dependent on Board of County Commissioners and Department policy decisions.

## **VII. CONTROVERSIAL ISSUES**

### **A. ADEQUACY OF CAPITATION RATES**

The very clear message from the State in moving to a managed care model is the expectation to do the same or more with reduced revenue. It is a model which has developed, in part, due to declining resources. The original proposal from the State projected \$12.2 million in funding for 38,000 eligibles. The funding for this project was later reduced to \$9.6 million for 42,000 eligibles. The County has both the opportunity and the responsibility under this program to manage the available funds so as to provide the optimal services to the all clients in need.

The focal point for much of the discussion and negotiation with the State centered around the proposed capitation rates and funding flexibility. The State has made three significant accommodations in response to concerns raised by the County:

- additional dollars have been added to the rate to reflect the cost of clients in need of intensive treatment previously served by the Partners Project which were not a part of the State's original actuarial projections;
- the State has agreed to a risk sharing proposal which will reduce the level of financial exposure for the County should the rates prove inadequate;
- purchase of flexible, non-traditional services by the county are explicitly allowed under the capitation agreement.

### **B. PROVIDER PAYMENT METHODOLOGY**

Providers will be paid at 85% of current State Medicaid rates. These services rates are viewed as inadequate by the providers, consumers and advocates. An alternative payment methodology referred to as "case rate reimbursement" has been proposed. This approach allows more flexibility in service delivery but requires hard historical utilization data to predict financial risk. Although it is the Department's intention to eventually move to a case rate methodology, it currently

lacks sufficient fiscal and clinical information in order to establish any data based rate. It is anticipated that the management information system will collect the appropriate information under this project to allow the setting of case rates in the future.

In addition to the percentage reduction in State Medicaid rates referred to above, ten percent more will be held back by the County in provider payments to manage risk and offset unanticipated deficits for which the County is primarily liable. This requires the providers to aggressively manage expenditures for the medical services provided. This is a core component of a managed care model designed to incentivize providers to cost effectively manage needed services.

Even with careful management of expenditures and services by provider agencies and the County, it is possible that some services may be eliminated resulting in reduced system capacity. Based on the experience with other systems, it is our expectation that this loss will be minimal and temporary if it occurs at all.

#### C. CONSEQUENCES OF NOT ENTERING AN AGREEMENT WITH THE STATE

In becoming a Mental Health Organization (MHO), Multnomah County, through the Department of Community and Family Services, must meet specific requirements of the contract which have significant operational and financial impact. The recommendation to enter such a contract stems from the County's public policy commitment to its role as an advocate for the citizens of Multnomah County. Successful performance under this project is dependent on the Department and the provider community working collaboratively to maintain appropriate service delivery standards and system capacity. Although it is not clear what the State would do if the County chose not to approve the capitation project, possible actions include: initiating a contract with a private health maintenance organization; direct contracts with provider agencies; or continuation of a fee for service system with Medicaid restrictions that will significantly reduce system capacity.

Potential consequences of not entering an agreement with the State indicate:

- fewer services available to children and families;
- a reduction of community and County involvement in local mental health policy, program and budget issues;
- less efficient use of dollars through an erosion of established interagency relations with the child welfare, education, juvenile justice, and Youth Commission systems.

## **VIII. LINK TO CURRENT COUNTY POLICY**

The Board of County Commissioners has endorsed the use of prudent business practices, creation of data and outcome driven systems, collaboration with other human service stakeholders, and family services which result in healthy communities. This project will continue to bring together families, public education, child welfare, juvenile justice, private foundations, mental health and health stakeholders in single collaborative plan for the enhancement of children needing mental health services. Recent experience with system reform such as Partners and EPSDT, have verified the efficacy of services provided in such a unified manner. In a world of shrinking dependence on public resources, the collaboration in an integrated service delivery model with flexible funding which is not driven solely by funding streams has been demonstrated both in the partners project and other system reform efforts. This is consistent with current County policy, service integration goals and County benchmarks.

These benchmarks include:

- increased access to mental health services
- percentage of citizens who have economic access to health care;
- reduction in incidents of domestic violence;
- percentage of citizens who feel government is doing a good job.

## **IX. CITIZEN INVOLVEMENT**

DCFS has made extensive use of a broad range of public participation strategies since the waiver proposal was submitted to the State in 1994. Every decision that has been made and every work product that required a planning process since then has used formal and informal mechanisms to include Executive Directors and staff of provider agencies, advisory group members, consumers and advocates. The inclusion of families in the planning and delivery of services was demonstrated in the Partners Project as a cost effective mechanism for service delivery. The planning process for this initiative has brought together members of the community at multiple levels. Parents, service providers, researchers, private foundations, as well as representatives from other disciplines, have been and will continue to provide advice about the efficacy of this approach. Advisory groups have been and are being established to include financial partnerships, quality assurance, utilization review and clinical practice. These groups will include parents, physicians, providers, educators, child welfare, juvenile justice and others.

## **X. OTHER GOVERNMENTAL PARTICIPATION**

The heritage of mental health planning for children and families includes financial and staffing commitment by the Casey Family Program as well as Portland Public Schools, Centennial Schools, the Metro Region of the State Office of Services for Children and Families and the County Department of Juvenile Justice Services. Additionally, the County Department of Health, and State Adult and Family Services and the Mental Health and Developmental Disabilities Divisions have provided consultation and cooperation. This project is pursuing the involvement of all school districts within Multnomah County after its successful implementation this coming spring.

## **MULTNOMAH COUNTY CHILDREN'S CAPITATION PROJECT OVERVIEW**

### **FISCAL YEAR 95/96**

1. TARGETED TO BEGIN APRIL, 1996, PENDING BOARD OF COUNTY COMMISSIONER APPROVAL.
2. 1915B WAIVER FOR ALL MEDICAID ELIGIBLE CHILDREN 0-20.
3. INCLUDES:
  - \* OUTPATIENT
  - \* 24 HOUR CRISIS / TRIAGE
  - \* SUPPORTIVE DAY PROGRAMS
  - \* EMERGENCY SERVICES
  - \* ACUTE INPATIENT
  - \* FLEXIBLE SERVICES
4. RESPONSIBLE FOR:
  - \* ACCESS
  - \* CAPACITY
  - \* QUALITY
5. PROJECTED NUMBER OF MEDICAID ELIGIBLE CHILDREN 42,247
6. PROJECTED NUMBER TO BE SERVED 5,069

## **HIGHLIGHTS OF THE CHILDREN'S CAPITATION PROJECT**

**THIS NEXT YEAR, THE PROJECT WILL SEE A FOCUS ON -**

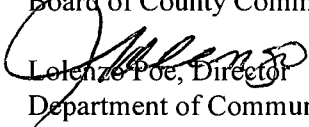
- **MEMBER RELATIONS: 24 HOUR ACCESS LINE TO MEMBERS REGARDING MENTAL HEALTH ACCESS, BENEFITS OR PROBLEMS.**
- **FAMILY SUPPORT AND INVOLVEMENT: INCREASED FAMILY PARTICIPATION IN TREATMENT PLANNING, QUALITY IMPROVEMENT PROCESS AND EDUCATION.**
- **MEMBER EDUCATION: A HANDBOOK TO ALL MEMBERS REGARDING HOW TO USE THE MENTAL HEALTH BENEFIT.**
- **QUALITY IMPROVEMENT: A MULTI-AGENCY, MULTI-STAKEHOLDER PROCESS TO OVERSEE THE PERFORMANCE OF THE CHILDREN'S CAPITATION PROJECT.**
- **FLEXIBLE FUNDING: THE PURCHASE OF ACTIVITIES, SERVICES AND SUPPORTS WHICH TYPICALLY ARE NOT PAID THROUGH TRADITIONAL FUNDING SOURCES OR PROCEDURES.**
- **INTERAGENCY COLLABORATION: CONTINUATION AND EXPANSION OF PUBLIC AND PRIVATE PARTNERSHIPS TO PLAN, FUND, AND EVALUATE SYSTEMS OF CARE FOR CHILDREN AND THEIR FAMILIES.**
- **EDUCATION: CONTINUING EDUCATION OPPORTUNITIES TO TRANSFORM OUR SKILLS FOR THE NEW ERA UNDER MANAGED CARE.**
- **INTERAGENCY SERVICE TEAM: PLANNING ACROSS AGENCIES, WITH FAMILY INVOLVEMENT, FOR THE NEEDS OF CHILDREN WITH SIGNIFICANT MENTAL HEALTH NEEDS AND MULTI-AGENCY INVOLVEMENT.**



# 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  
Department of Community and Family Services

DATE: January 12, 1996

SUBJECT: Revenue Agreement for Childrens Mental Health Capitation Services

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the revenue agreement from the Oregon Mental Health and Developmental Disability Services Division, for the period April 1, 1996 through June 30, 1997.

**II. Background/Analysis:** The Department of Community and Family Services has received an intergovernmental revenue agreement funding childrens mental health services on a capitation basis. This agreement transfers Medicaid funding to the County and provides for joint risk sharing. A copy is on file at the Board Clerk's office.

**III. Financial Impact:** The revenue agreement is a requirements contract. Dollars will come to the County on a capitated rate basis per eligible child enrolled in the services. Rates vary according to the type of person to be served.

A Budget Modification to add the revenues will be processed separately.

**IV. Legal Issues:** This agreement puts the County at risk for providing capitated mental health services under an entitlement program. The County is required to protect itself against excess loss by either self-insuring or by obtaining stop-loss protection from a private insurer.

**V. Controversial Issues:** There has been intensive local planning over capitation, and intensive negotiations with the State over funding and requirements. The Department feels that capitation will improve services to children with mental health problems, but there may be some concern from existing mental health subcontractors that their programs may be jeopardized by capitation. There are also the Statewide concerns over capitated health care systems, and the potential ballot measures prohibiting capitation, which could affect long term delivery of mental health services through a capitation mechanism.

**VI. Link to Current County Policies:** This agreement addresses the County benchmark to increase access to mental health services.

**VII. Citizen Participation:** Planning for a capitated system has involved the community, including citizens and interested service providers.

**VIII. Other Government Participation:** This agreement reflects a mutual sharing of risk by the County and State.



Jay Bloom, Exec Director Morrison Ctr  
Lee Coleman, Metro Region Administrator, Services Children  
+ Families

Mike Masella, Exec Direct, Albertus Kerr

Madeline Olson, Asst Admin OMHS

Ralph Summers, OHP Unit, MHDDSD  
Manager

Phyllis Paulson, Exec Director Gairington

Linda Reilly, Children's Advisory Board Member

Kris Angell, Mental Health Services West

Multnomah County Board of County Commissioners

January 25, 1996

County Chair, Beverly Stein  
Commissioner Sharron Kelley  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Dan Saltzman

Chair Stein and members of the Board:

I would like to express my support for the planned redesign of the Multnomah County Child and Adolescent Mental Health Program referred to as the Children's Capitation Project. As a member of the Child and Adolescent Mental Health Program Advisory Committee and several Department of Community and Family Services workgroups, I have had the opportunity to become familiar with the Children's Capitation Project and give input into the plan.

As indicated in county documents, the design of the Capitation Project is based on the Child and Adolescent Service System Program Principles (CASSP) which were adopted by the state of Oregon in 1988. The CASSP philosophy, a summary of which I have included with my remarks, outlines values and principles which emphasize building community-based systems of care for children with emotional disorders which provide services that are individualized, needs-based, and which include families "in all aspects of the planning and delivery of services". These values have the potential of becoming realities in the Children's Capitation Project.

As president of the Board of Directors of the Oregon Family Support Network, I have access to many Multnomah County families who have used or are using mental health services under our present "system". I would like to point out the elements of the Capitation Project that are of particular interest to these families and that are essential to its success:

- \* The plan includes a centralized, simplified point of access.
- \* The plan provides for case management and requires coordination of services across systems and among agencies.
- \* The plan promises a user-friendly, reasonable, appeals and grievance procedure that families of diverse educational, cultural, and ethnic backgrounds can understand and utilize.
- \* The plan will have the capacity to include services for families who are not Medicaid eligible. These are uninsured families or families with exhausted insurance benefits whose income level is too high to qualify.

- \* By far the most exciting feature of this plan and the one which offers the greatest opportunity for improved and more appropriate services, is the ability to provide flexible funds for provision of individualized and tailored care (often called Wraparound Services, see attachment) to children and families.

The inclusion of these features in the Project will go a long way towards producing better outcomes for children and families while utilizing resources more efficiently. By building on family strengths and addressing what families see as their individual needs we can truly produce managed care rather than just managed cost.

Submitted by:

Linda Reilly  
3668 S.E. Cooper St.  
Portland, Oregon 97202  
774-1824

## **CHILD and ADOLESCENT SERVICES SYSTEM PROGRAM (CASSP)**

# **SYSTEM OF CARE VALUES AND PRINCIPLES**

### **CORE VALUES FOR THE SYSTEM OF CARE**

The system of care should be child-centered, with the needs of the child and family dictating the types and mix of services provided.

The system of care should be community-based, with the focus of services as well as management and decision-making responsibility resting at the community level.

### **GUIDING PRINCIPLES FOR THE SYSTEM OF CARE**

Children with emotional disturbances should have access to a comprehensive array of services that address the child's physical, emotional, social and educational needs.

Children with emotional disturbances should receive individualized services in accordance with the unique needs and potentials of each child, and guided by an individualized service plan.

Children with emotional disturbances should receive services within the least restrictive, most normative environment that is clinically appropriate.

The families and surrogate families of children with emotional disturbances should be full participants in all aspects of the planning and delivery of services.

Children with emotional disturbances should receive services that are integrated, with linkages between child-caring agencies and programs and mechanisms for planning, developing and coordinating services.

Children with emotional disturbances should be provided with case management or similar mechanisms to ensure that multiple services are delivered in a coordinated and therapeutic manner, and that they can move through the system of services in accordance with their changing needs.

Early identification and intervention for children with emotional problems should be promoted by the system of care in order to enhance the likelihood of positive outcomes.

Children with emotional disturbances should be ensured smooth transitions to the adult service system as they reach maturity.

The rights of children with emotional disturbances should be protected, and effective advocacy efforts for children with emotional disturbances should be promoted.

Children with emotional disturbances should receive services without regard to race, religion, national origin, sex, physical disability or other characteristics, and services should be sensitive and responsive to cultural differences and special needs.

## WHAT IS WRAPAROUND?

A wraparound service is developed and/or approved by a child and family team, is community-based and unconditional, is culturally competent and includes the delivery of coordinated, highly individualized services in three or more life domain areas of a child and family. When managed by schools, often the special education unit serves as the central coordination point.

A Child and Family Team, at a minimum, includes: 1. The parent and/or surrogate parent (i.e. foster parent or guardian); 2. If the child is in custody, the appropriate representative of the state (social worker or probation officer); 3. a lead teacher and/or vocational counselor; 4. If the child is in mental health treatment or should be in mental health treatment, the appropriate therapist or counselor; 5. A case manager or services coordinator (a person who is responsible for ensuring that the services are coordinated and accountable), 6. An advocate of the child and/or parent; and 7. Any other person influential in the child's or parent's life who may be instrumental in developing effective services, such as a neighbor, a physician, a relative, or a friend. In addition, the child should be included on the team unless to do so would be detrimental to the development of the child.

Community-based means in the local community or rural area where the child and his/her family live. Restrictive or institutional care should be accessed for brief stabilization only.

Culturally Competent means that the child and family team are culturally sensitive and the services are tailored to the particular culture and values of the child and family.

Unconditional means that the team agrees never to deny services because of extreme severity of disability, to change services as needs of the child and family change, and never to reject the child or family from services.

Individualized services are based on specific needs of the child and/or family, and not on a particular categorical intervention model. "Needs" are defined in positive terms, such as a need of a child to do art or the need to continue to excel in school; as well in terms that imply a need for remedial action, such as a need of a parent to get employment or the Need of a child to stop hurting other children and learn appropriate interaction skills. These individualized services are both traditional (therapy; foster care; etc.) and non-traditional (hiring a special friend; bringing staff to live in a family home; special recreational services, etc.). Traditional services should be accessed only when they can be tailored to the specific needs of the child and family.

Life domain needs are areas of basic human needs that almost everyone experiences. These are: 1. Residential (a place to live); 2. Family or surrogate family; 3. Social (friends and contact with other people); 4. Educational and/or Vocational; 5. Medical; 6. Psychological/Emotional; 7. Legal (especially for children with juvenile justice needs); 8. Safety (the need to be safe); and other case-specific life domain areas such as cultural/ethnic needs or community needs.



## **OFSN OREGON FAMILY SUPPORT NETWORK**

2954 Center St. N.E., Salem, Oregon 97301  
(503) 581-2047 1-800-323-8521

### **OREGON FAMILY SUPPORT NETWORK**

#### ***Mission Statement***

*To provide support for families of children and adolescents who have emotional, mental, behavioral or related disorders.*

#### ***Goals of Statewide Organization***

- a) *provide emotional support to families*
- b) *share information and provide educational opportunities, formal and informal, about the nature of mental illness and emotional disorders*
- c) *advocate for funding, improved community understanding, services and research on mental illness and emotional disorders in children and adolescents*
- d) *facilitate family-to-family links, networking between support groups and coalitions*
- e) *promote a parent-professional partnership to benefit children and families*

#### ***Guiding Principles***

- 1) *a parent-run organization, with professional involvement*
- 2) *involvement of extended family & care givers of all kinds*
- 3) *parents are the experts on their child/children*
- 4) *family support means whatever it takes*
- 5) *privacy/confidentiality of individuals and families is respected*
- 6) *the organization is inclusive, supporting any family member needing support*
- 7) *support is unconditional and non-judgmental*

## **OREGON FAMILY SUPPORT NETWORK**

*The Oregon Family Support Network is a parent run organization dedicated to maintaining and expanding a statewide network of support and advocacy for families with children under the age of twenty-five who have emotional, behavioral, mental, or other related disorders. OFSN was established May 1991, under the auspices of the Mental Health Association of Oregon after receiving a grant from the Meyer Memorial Trust, Portland, Oregon. At the conclusion of the three year grant period, OFSN became a tax exempt non-profit corporation.*

*In September, 1993, OFSN was awarded a statewide family network grant from the U.S. Public Health Service Center for Mental Health Services to help continue our funding for another three years. OFSN is family controlled, with the by-laws requiring that a majority of the Board of Directors be parents of children with emotional, behavioral or mental disorders. This requirement allows OFSN to represent the family's perspective accurately and focus on the needs of children and families as seen by those who have actual, daily experience caring for children with emotional disabilities.*

*To date we have 20 support groups and 28 Family Coordinator contacts around the state including contacts in 21 of the 36 Oregon counties. We started with 30 families in 1991 and now have over 1100 on our database. Twice a year we hold inservice workshops on current children's mental health related issues for our Family Coordinators. In May 1995, OFSN held its second annual statewide conference for parents and professionals in Portland.*

*At our office in Salem, we operate a toll-free telephone line for parents needing support, information, or referral to children's mental health services and special education resources. We publish a quarterly newsletter which is provided to families free of charge and to professionals. The newsletter contains articles about children's mental health including information on specific disorders, changes in services, legislative news, and tips on coping with behaviorally different children.*

*Our office receives about 300 calls monthly requesting information and support. We mail out over a thousand pieces of printed material a month to family members and professionals from our clearinghouse of information, and we maintain a lending library of books, videos, and other materials. Our Family Coordinators and staff give presentations to schools, colleges, universities, and mental health agencies stressing the importance of family involvement, individualized services, and parent-professional partnerships to improve outcomes for our children. We also provide individual and group advocacy for the needs of our children and families in schools, in the legislature, and to provider agencies.*

*The Oregon Family Support Network is affiliated with both national organizations which advocate for families of children with emotional, behavioral disorders and/or neurobiological disorders: The Federation of Families for Children's Mental Health, and the National Alliance for the Mentally Ill - Children and Adolescent Network (NAMI-CAN).*

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104586

Amendment # \_\_\_\_\_

Prior-Approved Contract Boilerplate: Attached; XXX Not Attached

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></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;"><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>R-11</u> DATE <u>1/25/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> <b>BOARD CLERK</b></p>
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Department: Community & Family Services

Division: \_\_\_\_\_

Date: January 11, 1996

Administrative Contact: Cilla Murray

Phone: 248-3691 ext 6296

Bldg/Room 166/7th

Description of Contract: \_\_\_\_\_

## Childrens Mental Health Capitation Agreement

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

<p>Contractor Name : <b>Oregon Mental Health &amp; Developmental Disability Services Division</b></p> <p>Mailing Address: <b>2575 Bittern St, N.E. Salem, OR 97310-0520</b></p> <p>Phone: <b>(503)</b></p> <p>Employer ID# or SS#: <b>93-0576060</b></p> <p>Effective Date: <b>April 1, 1996</b></p> <p>Termination Date: <b>June 30, 1997</b></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <b>\$ Requirements</b></p>	<p>Remittance Address (if different) _____</p> <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 checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u></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 checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u>	<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: *[Signature]*

Date: 1/12/96

Purchasing Director: \_\_\_\_\_

Date: \_\_\_\_\_

(Class II Contracts Only)

County Counsel: *[Signature]*

Date: 1/12/96

County Chair/Sheriff: \_\_\_\_\_

Date: 1/25/96

Dan Saltzman, Vice-Chair

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.
	156	010	1300			2603			Title XIX	Req'ts	

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



**Oregon Mental Health and Developmental Disability Services Division**

**Mental Health Organization Intergovernmental Agreement**

**with Multnomah County**

**for the**

**Multnomah County Children's Capitation Project**

261014

**Effective**  
**April 1, 1996 through June 30, 1997**

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## Exhibit List

EXHIBIT A	A-1
A1	Criteria for Inpatient Treatment of Extended Care Services in a State Hospital
A2	Criteria for Extended Care Services in Community Settings
EXHIBIT B	B-1
Mental Health Services Complaint and Hearings Process	
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Compliance with Federal Laws and Requirements	

## MENTAL HEALTH ORGANIZATION INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon, acting by and through its Department of Human Resources (DHR), Mental Health and Developmental Disability Services Division, hereinafter referred to as Division, and

### **Multnomah County**

acting by and through its Department of Community and Family Services Behavioral Health Program Office, hereinafter referred to as County.

#### **I. Status of County**

County is serving as a Mental Health Organization (MHO) for the Multnomah County Children's Capitation Project under this Agreement. County's designated service area is Multnomah County.

#### **II. Term and Approval**

This Agreement shall become effective on April 1, 1996 or on the date at which both parties have signed and the Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through June 30, 1997. No work may be performed under this Agreement prior to its effective date.

This Agreement may be renewed or extended if County has satisfactorily complied with the Agreement provisions during the preceding period. In the case of renewal of this Agreement, Division shall give County not less than 60 days' notice or other mutually agreed upon notice of the desire to renew prior to the renewal date. In order for renewal or extension to be effective, the renewal Agreement or extension must be approved in writing for legal sufficiency by the Oregon Department of Justice and be signed by the parties prior to the expiration of this Agreement or any extension thereof.

#### **III. Interpretation/Administration of Agreement**

- A. County shall comply with all duly promulgated Division rules in Oregon Administrative Rules (OAR) Chapter 309, except for OAR 309-016-0000 through 309-016-0130 and other specific sections waived in writing, in response to variance requests of County. Such requests shall apply to work performed under this Agreement for enrolled persons receiving capitated services. These variances shall continue until such time that OAR Chapter 309 is revised to be applicable for managed mental health services. County shall also comply with the philosophy and principles contained in the Office of Medical Assistance Programs (OMAP) rules in OAR Chapter 410 which are made applicable by this Agreement. These rules

pertain to the provision of services in a prepaid capitated system. The prioritized list of integrated health services in the OMAP administrative rules does not apply under this Agreement. County shall comply with Division and OMAP rules whether in effect at the time this Agreement is accepted, or adopted or amended during the term of this Agreement.

- B. Division may adopt reasonable and lawful policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. In interpreting this Agreement, its terms and conditions shall be construed as much as possible to be complementary, giving preference to the Agreement over any exhibits or attachments. In the event that Division needs to look outside of this Agreement, exhibits, and attachments for purposes of interpreting its terms, Division shall consider the following sources in the order listed:
1. The 1915(b) waiver submitted to the Health Care Financing Administration (HCFA) for operation of the Multnomah MHO including attachments, exhibits and terms or conditions expressed in the award letter.
  2. The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the Multnomah County Children's Capitation Project.
  3. Oregon Revised Statutes (ORS) and DHR administrative rules concerning Community Mental Health Services and the Medical Assistance Program under prepaid capitated plans and fee-for-service arrangements.
- C. If County believes that any provision of this Agreement, or Division's interpretation thereof, is in conflict with federal or state statutes or regulations, County shall notify Division in writing immediately.
- D. County shall have a right to appeal Division actions or decisions concerning the interpretation of this Agreement, or County's responsibilities thereunder. Until such time that Division amends its provider appeals rule located at OAR 309-016-0112, County shall use the process described in OMAP General Rules at OAR 410-120-1580 through OAR 410-120-1840, Provider Appeals. On promulgation of amended rules, County shall use the process described in OAR Chapter 309. County may request either an administrative review or a contested case hearing, described below, regarding decisions made by Division that affect County.
1. Administrative Review
- County shall send requests to Division Administrator within 30 calendar days of the decision prompting the administrative review request. County must specify the issues or decisions being appealed and the reason(s) for the appeal on each issue or decision. The appeal shall include any new information or descriptions of actions that will support a change of the

original decision(s). The Division Administrator or designee shall determine which decisions may be reviewed under this rule. If the Division Administrator or designee denies a request for an administrative review, County may, within 30 calendar days of the denial, make a written request for a contested case hearing subject to OAR 410-120-1620, Provider Appeals - Appeal of Payment Decisions. If the Division Administrator decides that a meeting between County and Division is appropriate, the Division Administrator shall notify the County with 30 calendar days of the date, time, and location of the review meeting. Within 30 calendar days of the review, the Division shall send a written decision resulting from the review to County. Administrative decisions shall be subject to judicial review under ORS 183.484 in the Circuit Court for the county in which the petitioner resides or has a principle business office.

2. Contested Case Hearings

County shall send requests to Director of OMAP with a postmark not later than 30 calendar days following the date of notice of adverse action involving a denial or limitation of payment allowed for services or items provided; a denial of continued participation in the Medical Assistance Program; sanctions imposed or intended to be imposed by Division on County; and overpayment determinations.

- E. Subcontractors of County shall have a right to appeal to County actions or decisions concerning the interpretation of this Agreement, or County's responsibilities thereunder. County shall notify its subcontractors of this right and the internal appeal process through its subcontracts. Subcontractor shall use the internal appeal process of County.

---

IV. Statement of Work

A. Benefit Package

1. Capitated Services:

County shall provide medically necessary and appropriate mental health services covered under the capitation payment for Medicaid eligible children and adolescents under the age of 21 who live in Multnomah County. Mental health services covered under the capitation payment shall include: evaluation, consultation, medication management, individual, family and group therapy, intensive daily structure and support, 24-hour urgent and emergency response, acute inpatient psychiatric care, and case management. County may use flexible service approaches, nontraditional treatment strategies and intervention strategies to achieve positive outcomes, quality care and service, and cost effectiveness in service



delivery and shall document such approaches and strategies in the MHO enrollee's clinical record.

2. Provision of Twenty-Four Hour (24 Hour) Urgent and Emergency Response:

County shall establish, obtain Division approval for, and adhere to procedures assuring a 24 hours per day, 7 days per week response to MHO enrollees with urgent or emergency mental health service needs in order to prevent a serious deterioration in an MHO enrollee's health. County's procedures shall comply with OAR 410-141-140, Oregon Health Plan Prepaid Health Plan Emergency and Urgent Care Medical Services and provide an immediate, initial and/or limited duration response consisting of at least the following elements:

- a. Telephone or face-to-face screening to determine an MHO enrollee's need for immediate mental health services;
- b. Capacity to conduct the elements of a face-to-face mental health assessment to determine the interventions necessary to begin stabilizing the MHO enrollee's crisis situation; and
- c. Development of a written initial services plan for the MHO enrollee at the conclusion of the mental health assessment.

3. Provision of Acute Inpatient Psychiatric Care:

County shall provide or arrange for the provision of care in acute inpatient psychiatric programs for all MHO enrollees under the age of 21.

- a. County shall maintain agreements to assure provision of emergency hospitalization for MHO enrollees with psychiatric conditions which require acute inpatient psychiatric hospitalization.
- b. For MHO enrollees under age 18, County shall contract with community hospitals to provide acute inpatient hospital psychiatric care in units designated for children and adolescents.
- c. For MHO enrollees age 18 through 20, County shall contract with community hospitals to provide acute inpatient hospital psychiatric care in units separate from children and adolescents.
- d. If the MHO enrollee is under the age of 18 and the hospital anticipates that the MHO enrollee will require more than five working days of acute inpatient hospital psychiatric care, the

County shall consult with the Community Coordinating Committee (CCC) Chair regarding the need for state hospital screening.

Within ten working days of a continued acute inpatient hospital psychiatric stay, County shall notify the CCC that the MHO enrollee may require a screening for long-term care. The screening shall follow established procedures and shall be conducted on or before the 14th day of stay following the admission.

- e. If the CCC determines that admission to the Child and Adolescent Treatment Services (CATS) program of the state hospital is necessary and the CATS liaison is in agreement, the transfer to CATS shall be made within ten working days following the determination. County shall cover the costs of transporting the MHO enrollee to CATS and shall continue to provide case management/care coordination until the MHO enrollee is transferred.
- f. If no bed is available at CATS after the 28th consecutive day of an MHO enrollee's acute inpatient hospital psychiatric care stay, the Division shall reimburse the County up to \$450 per day for hospital costs incurred for an MHO enrollee who has been approved for admission to CATS and who continues to meet state hospital admission criteria. Division shall compensate County for these MHO enrollees beginning on the 29th consecutive day of an acute inpatient hospital psychiatric care stay.
- g. County shall work with CATS and the parent or guardian of the MHO enrollee to assure timely discharge from state hospitalization to an appropriate community placement. County shall participate in discharge planning and resume providing case management/care coordination when notified by CATS that the MHO enrollee is preparing for discharge.
- h. For MHO enrollees age 18 through 20 who meet the criteria for extended care services for adults in either a hospital or community setting, County shall negotiate for services with the Division's Extended Care Management Unit. EXHIBIT A1, Criteria for Inpatient Treatment or Extended Care Services in a State Hospital and EXHIBIT A2, Criteria for Extended Care Services in Community Settings, are attached hereto and by this reference incorporated herein. Exhibit A1 includes a Request for Long-Term Care Determination form.

3. Provision of Case Managed Services:

County shall coordinate and manage all capitated mental health services in accordance with OAR 410-141-160, Oregon Health Plan Prepaid Health Plan Continuity of Care and shall provide linkage and coordination services for MHO enrollees requiring mental health services not covered under the capitated rate. Mental health services provided to MHO enrollees which are not covered under the capitation rate and which are paid for on a fee-for-service basis and which County shall case manage include: medication, DARTS psychiatric day treatment, treatment foster care, therapeutic group home, residential/medical youth care residential center, CATS at the Oregon State Hospital, JCAHO residential programs, and JOBS treatment for adolescents.

- a. County shall coordinate and document all capitated and uncapitated mental health service referrals made by itself or its subcontractors on behalf of MHO enrollees.
- b. County shall assure that coordination of care, consultation and communication occurs between the MHO enrollee's mental health provider and physical health care provider as clinically necessary and within laws governing confidentiality.
- c. County shall assure coordination with community mental health programs within the geographic region served under this Agreement, for the purpose of assuring MHO enrollees access to mental health services under ORS Chapter 430, which are not provided under this Agreement.
- d. County shall coordinate with emergency service agencies in the community.
- e. County shall comply with ORS Chapter 426 and OAR 309-33-200 through OAR 309-33-340 for involuntary civil commitment when providing services to MHO enrollees needing commitment.
- f. County shall assure scheduling of post-psychiatric hospital appointments for follow-up care within five working days of discharge.
- h. County shall assure that MHO enrollees receiving services from non-capitated, state-funded extended care programs (e.g., DARTS, JCAHO-certified residential psychiatric treatment facilities, and CSD-contracted (RES-MED) programs) will receive services necessary to assure discharge within five working days of receiving

a notification of readiness for discharge from the extended care program.

- i. County shall also perform the following care coordination activities:
  - (1) Identify, soon after enrollment, MHO enrollees with disabilities or intense and/or complex needs;
  - (2) Assist MHO enrollees in gaining access to medical providers able to meet the identified needs by communicating or collaborating with Exceptional Needs Care Coordinators of Oregon Health Plan physical health care contractors, identifying barriers to obtaining physical health care, and helping remove barriers if possible; and
  - (3) Communicate with community support and social service systems as necessary to link social and psychiatric services.

B. Coverage of Capitated Services

1. Payment of Out-of-Area or Unauthorized Services:

County may limit capitated services provided under this Agreement to those services authorized by County. County shall not deny authorization of medically necessary and appropriate capitated services unless the MHO enrollee is out of County's service area. When the MHO enrollee is out of County's service area, County may refuse to authorize provision of capitated services except when the need for services is an emergency.

2. Payment of Claims for Emergency Services:

County may deny claims for emergency services when the provider of such services fails to submit a bill to County within time frames established by the County and the time frames for submitting such bills has been communicated by County to the billing provider. If County has a reasonable basis to believe that capitated services claimed to be emergency services were not in fact emergency services, County may deny payment for such services. Such services shall be considered "not covered services". County shall, within 90 calendar days of receipt of a claim for payment:

- a. Notify the provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision using the County's internal provider appeal process; and

- b. Notify the MHO enrollee of the decision to deny payment, the basis for that decision, and the MHO enrollee's right to contest that decision by filing a complaint with County or requesting an administrative hearing with Division as described in EXHIBIT B, Mental Health Services Complaint and Hearings Process, which is attached hereto and by this reference incorporated herein.

C. Risk and Solvency

- 1. County shall assume the risk for providing the capitated services required under this Agreement to the extent described below. County is required to protect itself against excess loss by either self-insuring or by obtaining stop-loss protection from a private insurer. County may obtain reinsurance for any portion of the risk assumed and shall provide verification of sufficient reinsurance and/or alternative mechanisms to cover estimated risk at least two weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement.
  - a. Division and County shall enter into a risk sharing arrangement for the first fifteen months of operation and shall equally share surpluses and losses when such surpluses and losses deviate more than five percent from the total capitation paid during the fifteen month period. Division shall reimburse the County for half of the expenses in excess of 105% of total capitation payments or County shall reimburse Division for half of the surplus revenue when costs are less than 95% of total capitation payments.
  - b. Encounter data reporting shall be the basis for determining the cost of providing mental health services, including the cost for those special codes that County and Division develop to capture flexible, individualized services. Prior to delivering services, County shall work with Division in establishing codes and costs used to track flexible service approaches. Costs shall be calculated based upon allowable Division Medicaid rehabilitative services fee-for-service BA code rates for each type of mental health service encounter multiplied by the number of each type of encounter. This cost shall be increased by 6% to account for administrative costs.
  - c. Until the encounter data reporting system is operationally sufficient to provide information adequate to monitor costs, County shall provide monthly reports of actual year-to-date payments made to providers for covered services by BA code and projections of claims incurred but not yet paid for the fifteen month period using Report E5, Risk Sharing Arrangement Calculation Worksheet included in EXHIBIT E.

- d. Surpluses and losses for the fifteen month period shall be calculated within 180 days of the end of the fifteen month period. Both the County or Division may exercise its right to terminate this Agreement with 30 days written notice. Division shall exercise this right if it appears that County is unable to manage the risk assumed.
- 2. County shall provide assurance of financial solvency through maintenance of a restricted reserve fund and financial reporting as specified below.
  - a. County shall establish and maintain a restricted reserve fund as follows:
    - (1) County shall provide a restricted reserve fund of \$250,000 as of the effective date of this Agreement and shall provide proof of the restricted reserve fund no later than two weeks after the date the first capitation payment is made by Division through OMAP to County under this Agreement.
    - (2) On a quarterly basis, County shall determine its average monthly risk (fee-for-service liability) for capitated services under this Agreement for the previous calendar quarter and shall adjust its restricted reserve fund to an amount equal to twice its average monthly fee-for-service liability for capitated services or \$250,000, whichever is less.
  - b. County shall provide annual and quarterly utilization and financial information as specified in Part IV, Statement of Work, Section I, Reporting Requirements, Subsection 3, Financial and Utilization Reports of this Agreement.

D. Service Capacity and Access to Services

- 1. County shall incorporate flexible, individualized, culturally relevant, and family-focused service approaches.
- 2. County shall maintain a provider panel sufficient to assure adequate service capacity to provide availability of, and timely access to, medically necessary and appropriate covered mental health services for MHO enrollees consistent with the terms and conditions of this Agreement and to meet the standards included in EXHIBIT G, System of Care Standards, which is attached hereto and by this reference incorporated herein.
- 3. County shall assure that services are available that are appropriate for various diagnostic groups, including MHO enrollees with mental illness and dual or multiple diagnoses such as chemical dependency, mental retardation

or developmental disability.

4. County shall assure that capitated services and case managed services are accessible to MHO enrollees and shall not discriminate between MHO enrollees and non-MHO enrollees consistent with OAR 410-141-220, Oregon Health Plan Prepaid Health Plan Accessibility.

E. MHO Enrollee Rights and Complaints

1. County shall develop, by the effective date of this Agreement, written procedures incorporating and ensuring the rights of MHO enrollees consistent with ORS 430.210.
2. County shall assure that MHO enrollees eligible for mental health services have rights specified in OAR 410-141-320, Oregon Health Plan Prepaid Health Plan Member Rights and Responsibilities.
3. County shall jointly develop treatment plans with each MHO enrollee receiving mental health services on a continuing basis and shall, upon request and reimbursement for duplication costs, provide such an MHO enrollee access to his or her own service record, unless access is restricted in accordance with ORS 179.505 (9).
4. County shall assure that self-referred MHO enrollees have equal access to capitated services.
5. County shall have written policies and procedures for accepting, processing and responding to all complaints from MHO enrollees consistent with EXHIBIT B, Mental Health Services Complaint and Hearings Process. County shall develop a form to record complaints and disposition of issues. County shall submit to Division drafts of the complaint procedure and form at least four weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement.
6. County shall issue a written, dated notice to the MHO enrollee as described in EXHIBIT B, Mental Health Services Complaint and Hearings Process.

F. Informational Materials and Education of MHO Enrollees

1. County shall develop informational materials in forms meeting the needs of potential MHO enrollees consistent with OAR 410-141-280, Oregon Health Plan Prepaid Health Plan Informational Requirements. This information will be printed in English, and in the primary language of each non-English speaking population in the area served under this Agreement when such populations number 35 or more households. County may divide

the area served under this Agreement into smaller geographic areas for the purposes of targeting non-English speaking populations. Such information and any modification to it must be approved by Division. County shall submit to Division a draft Member Handbook at least four weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement.

2. County shall have an ongoing process of MHO enrollee education and information sharing which includes orientation to County, a description of available services and how to access such services, mental health education, and appropriate use of emergency facilities and urgent care consistent with OAR 410-141-300, Oregon Health Plan Prepaid Health Plan Member Education.

G. Quality Assurance Requirements

1. County and its subcontractors shall have a planned, systematic and ongoing process for monitoring, evaluating, and improving the quality and appropriateness of services provided to children and families. County shall implement a Quality Assurance (QA) System which will assure compliance with the provisions of this Agreement and applicable Oregon Administrative Rules. The QA System requires the establishment of a QA Committee and a QA Plan which together implement a continuous cycle of measurement, assessment and improvement of clinical outcomes.
2. The Quality Assurance System shall have the capacity to:
  - a. Identify important single clinical events in the process or outcome of care that warrant further evaluation;
  - b. Identify and correct patterns or trends that have an important effect on MHO enrollee care;
  - c. Assure management of actual and potential high risk cases; and,
  - d. Assure action is taken when an opportunity to improve the quality or appropriateness of care is identified.
3. County shall establish a Quality Assurance (QA) Committee including the medical director or consulting psychiatrist and other mental health professionals who are representative of the scope of services delivered to children and families through the County or its subcontractors.
  - a. The composition of the QA Committee shall be broad enough to assure that all major components of the plan, including access to



services, quality of care, integration and coordination of services, and outreach and prevention, can be addressed.

- b. Members of the QA Committee shall have the expertise, experience, or knowledge to identify, design, measure, assess and implement clinical and organizational changes based on information gathered in the QA process.
4. The QA Committee shall:
- a. Identify indicators of quality;
  - b. Identify measurable and time-specific performance objectives;
  - c. Identify data sources to measure performance;
  - d. Develop a process to systematically collect outcome data and identify staff who will collect and analyze data;
  - e. Oversee the data collection process;
  - f. Analyze the information collected and measure progress toward performance objectives;
  - g. Identify clinical and operational changes necessary to achieve performance objectives;
  - h. Implement clinical or operational changes that are indicated by the achievement or non-achievement of performance objectives; and
  - i. Reassess and, if necessary, revise objectives and methods to measure performance on an ongoing basis.
5. The QA Committee shall meet at least quarterly.
6. County shall prepare and submit for Division approval, a written QA Plan that describes the implementation and ongoing operation of the functions performed by the QA Committee. The QA Plan shall be submitted no later than four weeks after the date the first capitation payment is made by Division through OMAP to County under this Agreement. The QA Plan shall include:
- a. A description of the QA Committee's authority to identify and implement clinical and organizational changes;

- b. A description of how consumer/family input will be assured in the QA process and how input will be obtained from other youth serving systems;
  - c. The composition and tenure of the QA Committee;
  - d. The schedule of QA Committee meetings;
  - e. Policy and procedures for identifying and using objective and measurable performance objectives;
  - f. Policy and procedures for identifying and using data sources;
  - g. Policy and procedures for reporting, tracking, investigating, and analyzing reports of critical incidents;
  - h. Policy and procedures for both reviewing documentation and determining that the staff have the required skills and credentials to perform assigned duties and meet the County's performance objectives;
  - i. Policy and procedures to manage utilization of services that are consistent with the appropriate utilization control requirements of Part 456 of 42 CFR;
  - j. Policy and procedures for reviewing complaint and grievance information; and
  - k. Policy and procedures for clinical record reviews.
7. County shall include indicators of quality in its QA Plan that have been developed and reviewed by the QA Committee. Indicators of quality shall be developed in the following areas:
- a. Access to Services: Areas measured include waiting times, travel time, physical access for those with disabilities, and the capacity for culturally relevant service delivery.
  - b. Quality of Care: Areas measured include family involvement in the child's treatment planning and care; informed consent to treatment, treatment and service planning; review and approval of staff and provider panel credentialing and licensing; abuse and other critical incident reporting; responsiveness to critical incident episodes; service utilization; responsiveness to the child's unique cultural needs; responsiveness to complaints and grievances; services fit;

progress toward treatment goals; level of functioning; and staff training and continuing education requirements.

- c. Integration and Coordination with Physical Health Care, Education, Child Welfare, and Other Social Services: Areas measured include referral and coordination with child welfare, juvenile justice and/or education; coordination between crisis and community treatment services; coordination of admission and discharge planning for other levels of care; consultation with other professionals involved in the treatment of the child; child and/or family referrals and coordination with social services and support services; identification of significant health issues which may impact mental health conditions and/or treatment; and, coordination with primary care practitioners and referral for appropriate physical health services.
  - d. Outreach and Prevention: Areas measured include provision of information on MHO enrollee rights and responsibilities; provision of information on services available to MHO enrollees and potential MHO enrollees; provision of preventive services; monitoring of MHO enrollee complaints; provision of culturally sensitive services; and MHO enrollee involvement and input into the QA process.
- 8. County shall maintain a written summary of the pertinent facts and conclusions of each QA Committee meeting and shall make such summaries available for review by Division.
  - 9. County and subcontract providers shall have policy and procedures for reporting, gathering and analyzing data and investigating reports of critical incidents consistent with OAR 309-40-220 through 309-40-290, Abuse Reporting and Protective Services in Community Programs and Community Facilities. "Critical incident" means an incident as a result of staff action or inaction that punishes, endangers or otherwise harms an MHO enrollee.
    - a. County shall submit to Division cumulative data on critical incidents in an annual report as defined in the current Intergovernmental Agreement with Multnomah County.
    - b. County shall report to Division within 24 hours of occurrence any critical incident that involves the death of an MHO enrollee served by County or any subcontract provider.
    - c. County shall also report to Division within 24 hours any staff member or subcontractor staff member charged with a crime involving an MHO enrollee.

10. County shall cooperate with Division in collection of information through encounter data, Client Process Monitoring System, consumer surveys, on-site reviews, medical chart reviews, interviews with staff, utilization and financial reports, and other data or information as required for purposes of monitoring compliance with this Agreement, for research and evaluation purposes, and for the purpose of developing and monitoring performance objectives.

H. Enrollment/Disenrollment

1. Enrollment is the process by which DHR assigns to the County those individuals who have been determined to be eligible for services under the Oregon Mental Health Services Waiver. DHR shall automatically enroll all persons eligible under the waiver unless exempted from enrollment by DHR pursuant to OAR 410-141-060, Oregon Health Plan Managed Care Enrollment Requirements. County shall accept, without restriction, all eligible individuals enrolled by DHR.
2. County may not discriminate in coverage or enrollment against any eligible individual on the basis of mental health status or need for mental health services.
3. An individual becomes an MHO enrollee for purposes of this Agreement as of the date of enrollment with County, and as of that date, County shall provide all services to such individual as required by the terms of this Agreement.
4. The date of enrollment with County shall be the first of the month following the date on which the individual is signed on by DHR with County, except:
  - a. For newborns, whose mother was signed on at the time of birth, the date of enrollment shall be the newborn's date of birth.
  - b. For persons other than newborns who are hospitalized on the date the individual is signed on by DHR with County, the date of enrollment shall be the first of the month after the date the individual is discharged from inpatient hospital services.
  - c. For persons who are reenrolled within 30 days of disenrollment, the date of enrollment shall be the date specified by Division which may be retroactive to the date of disenrollment.
  - d. For adopted children or children placed in an adoptive placement, the date of enrollment shall be the date specified by DHR.

5. An individual is no longer an MHO enrollee eligible for mental health services for purposes of this Agreement as of the effective date of the individual's disenrollment from County, and as of that date, County is no longer required to provide services to such individual by the terms of this Agreement.
6. An MHO enrollee may be disenrolled from County in accordance with OAR 410-141-080, Oregon Health Plan Disenrollment from Prepaid Health Plans, except that County shall not request disenrollment of an MHO enrollee simply because of behavior resulting from symptoms of the MHO enrollee's mental illness or because of the MHO enrollee's need for mental health services.
7. The effective date of disenrollment when requested by County shall be the date specified by OMAP, subject to any appeal by the MHO enrollee.
8. If DHR disenrolls an MHO enrollee retroactively, any capitation payments received by County after the effective date of disenrollment shall be an overpayment, which may be offset by any future payments to which County would be entitled under OMAP rules for any covered services provided by County to that MHO enrollee after the effective date of disenrollment.

I. Reporting Requirements

1. Encounter and Client Process Monitoring System Data:

- a. County shall provide Division through OMAP with Encounter Data pursuant to EXHIBIT C, Encounter Claim Minimum Data Set Requirements, which is attached hereto and by this reference incorporated herein. County shall use the DSM-IV Multiaxial classification system inclusive of Axes I, II and V.
- b. County shall submit accurate and complete encounter data within the timeframes listed in EXHIBIT C as such data is used in the development of capitation rates.
- c. County failure to submit encounter data in accordance with EXHIBIT C shall be considered noncompliance with the terms of this Agreement and shall be grounds for withholding capitation payments.
  - (1) If County disputes the withholding of capitation payments, County may file a written appeal within 30 days of the date Division notifies County of the decision.
  - (2) County's appeal shall be limited to a review of the withhold

decision by the Administrator of Division. The Administrator shall issue an appeal decision within 45 days of receipt of the appeal. The decision of the Administrator shall be final.

- d. County shall enroll all MHO enrollees who receive non-hospital based mental health services on Client Process Monitoring System (CPMS) in MHS 22.
- e. County may develop its own data base to collect and report data elements duplicated between the encounter data system and CPMS or that information which does not change between reporting periods.

2. Complaint Log:

County shall submit to Division, 60 calendar days following the end of the calendar quarter, the Health Plan Complaint Log in EXHIBIT D, which is attached hereto and by this reference incorporated herein.

3. Financial and Utilization Reports:

County shall submit to Division, monthly, quarterly and yearly financial reports specified in EXHIBIT E, Solvency Plan and Financial Reporting, which is attached hereto and by this reference incorporated herein.

4. Mental Health Services Practitioner Report:

County shall submit to Division, 60 calendar days following the end of the calendar quarter, the Mental Health Services Practitioner Report in EXHIBIT F, which is attached hereto and by this reference incorporated herein. This report shall include practitioners, clinics and subcontractors serving MHO enrollees under this Agreement. County shall submit an initial practitioner report at least four weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement.

J. Research and Evaluation

County shall assist Division with development and distribution of survey instruments used to collect data for use in evaluating mental health services under managed care. County shall cooperate with Division in medical record and financial record reviews.

V. Subcontracting and Assignment

- A. County may subcontract any or all of the work to be performed under this Agreement subject to the provisions of this section. No subcontract shall terminate or limit County's legal responsibility to Division for the timely and effective performance of its duties and responsibilities under this Agreement.
- B. County shall not enter into any subcontract for performance of any work under this Agreement, or assign or transfer any of its interest in this Agreement or any claims arising therefrom, without Division's prior written approval, and subject to such conditions and limitations as Division may, in its sole discretion, deem necessary. Division may, in its sole discretion, approve model subcontracts provided by County, rather than approve all actual subcontracts, when the substance of the subcontracts is substantially equivalent. County shall submit draft model subcontracts at least four weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement. All subcontracts must meet the following requirements:
1. Be in writing and incorporate each applicable requirements of this Agreement.
  2. Clearly identify the work to be performed by the subcontractor and what of that work, if any, the subcontractor may further subcontract.
  3. In no way limit or terminate the legal responsibility of County to Division. County has primary responsibility to assure that all work under this Agreement is properly performed in accordance with the contract provisions.
  4. Assure that the requirements regarding contracts of 42 CFR Part 434 that are appropriate to the services or activity required under the subcontract are fulfilled.
  5. Contain a provision that the subcontractor shall not request, or obtain, payment from Division or any MHO enrollee for covered services provided during the period for which capitation payments were made by Division through OMAP, even if County becomes insolvent.
  6. In cases where a subcontractor has assumed any risk covered under this Agreement, contain a provision that the subcontractor must protect itself against loss by either self-insuring or providing proof of reinsurance and by maintaining a restricted reserve fund as described in EXHIBIT E.
  7. Contain a provision that notifies the subcontractor of the right to appeal to County actions or decisions concerning interpretation of this Agreement

and describes the internal appeal process to be used by the subcontractor.

- C. County shall provide an initial list of all subcontract providers to Division at least four weeks before the date the first capitation payment is made by Division through OMAP to County under this Agreement using the Mental Health Services Practitioner Report which is attached hereto as EXHIBIT F. The list will include provider's business name, address, phone number, and name of executive director (if provider is an agency). County shall notify Division in writing of changes to subcontractor list within 30 calendar days of such change.
- D. County shall assure that licenses and certifications required by statute, administrative rule, or this Agreement are current and valid for all County subcontractor staff providing capitated services and for all facilities in which contracted or subcontracted services are provided to MHO enrollees receiving mental health services.
  - 1. County shall maintain personnel files documenting academic credentials and licenses of staff. If such staff are not licensed or certified by a state board or licensing agency, then County shall assure staff and programs meet the definitions for Qualified Mental Health Associates (QMHA) and Qualified Mental Health Professionals (QMHP) appearing in Part XXX, Definitions, of this Agreement and shall document credentials in personnel files.
  - 2. County shall assure its subcontractors work within the scope of registration or licensure or within the Certificate of Approval criteria if not required to be registered or licensed.
  - 3. County shall not subcontract to providers that have been suspended or terminated from the Oregon Medical Assistance Program. Division shall notify County of providers with suspended or terminated status.

## VI. Payment Procedures

### A. Compensation

Division through OMAP shall pay County a monthly capitation payment for each MHO enrollee, beginning with the date of enrollment and ending with the date of disenrollment. The date of enrollment will occur on the first day of a month and the date of disenrollment will occur on the last day of a month to eliminate the need for a prorated capitation payment, wherever possible.

From the date the first capitation payment is made under this Agreement through September 30, 1996, Division through OMAP shall pay County the following capitation payment:



1. \$9.04 for Oregon Health Plan Eligibles
2. \$3.94 for Poverty Level Medical Adults
3. \$3.37 for Poverty Level Medical Children
4. \$99.44 for General Assistance Recipients
5. \$70.39 for Aid to the Blind/Disabled with Medicare
6. \$92.34 for Aid to the Blind/Disabled without Medicare
7. \$148.87 for Children of Office of Services to Children and Families

These figures include a 6% administrative payment.

Beginning October 1, 1996, Division through OMAP shall pay County the following capitation payment:

1. \$9.49 for Oregon Health Plan Eligibles
2. \$4.16 for Poverty Level Medical Adults
3. \$3.56 for Poverty Level Medical Children
4. \$105.01 for General Assistance Recipients
5. \$74.33 for Aid to the Blind/Disabled with Medicare
6. \$97.51 for Aid to the Blind/Disabled without Medicare
7. \$157.20 for Children of Office of Services to Children and Families

These figures include a 6% administrative payment.

In addition to capitation payments made to County by Division through OMAP, Division shall make monthly payments of \$23,342 to County for each month of operation during the period of the effective date of this Agreement through June 30, 1996.

B. Timing of Payments

1. Division through OMAP shall make capitation payments to County by the tenth day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. Division through

OMAP shall also send County an enrollment listing by the fifth of the month. If County believes that there are any errors in the remittance advice or enrollment listing, County shall notify Division through OMAP by submitting an adjustment request.

2. Division through OMAP shall make retroactive capitation payments to County for newborns and any MHO enrollee erroneously omitted from the enrollment listing. Such payments shall be made to County by the tenth day of the month after OMAP processes the error.

C. Settlement of Accounts

1. If an MHO enrollee is disenrolled, Division through OMAP may recoup or County shall refund to Division through OMAP any capitation payments received for the MHO enrollee for any period after the disenrollment date.
2. Division through OMAP shall have no obligation to make any payments to County for any period(s) during which County substantially fails to carry out the terms of this Agreement. Any payments received by County from Division through OMAP for such periods, and any other payments received by County from Division through OMAP to which County is not entitled under the terms of this Agreement, shall be considered an overpayment and shall be recovered from County.
3. Any capitation payments received by County which are considered an overpayment may be offset by any future payments to which County would be entitled under OMAP or Division rules for any covered services provided by County to those MHO enrollees.

VII. Third Party Resources

- A. County shall notify Division through OMAP within 30 calendar days from the time that County learns that an MHO enrollee might have third party resources or other resources for medical benefits or reimbursement of health care or services, including any legally liable third party or liability insurance. This notification shall include the name and address of the resource and any other identifying information available to County, such as the MHO enrollee's policy number, dates of coverage, etc.
- B. County shall make reasonable effort to ensure MHO enrollees cooperate in securing third party resources other than liability insurance, and to the extent permitted by law, County shall, when cost effective and clinically appropriate, collect such resources without regard to any payments received by County under this Agreement.

- C. County shall be responsible for maintaining records in such a manner so as to assure that all monies collected from third party resources on behalf of MHO enrollees are identified and reported to Division. County shall make these records available for audit and review consistent with the provisions of this Agreement.

#### VIII. Agreement Compliance Monitoring

- A. Division shall conduct compliance monitoring related to this Agreement. County and its subcontractors shall cooperate in such monitorings and the County shall notify its subcontractors of compliance monitorings, instructions and requests for information.
- B. Division shall provide County 30-days written notice of compliance monitorings unless the operations of County or its subcontractor threaten the health or safety of any MHO enrollee; or the County or its subcontractors may act to alter records or make them unavailable for inspection.
- C. Notice of compliance monitorings shall include the following elements: the date the monitoring shall occur; names of individuals conducting the monitoring; and instructions and requests for information.
- D. Monitoring procedures may include, but are not limited to, the following:
  - 1. Entry and inspection of any facility used in the delivery of capitated services or services reimbursed on a fee-for-service basis;
  - 2. A request for submission to Division of a copy of any document required by this Agreement, applicable administrative rules as needed to verify compliance with such Agreement or rules, or access to such documents for on-site review;
  - 3. The completion by County of self-assessment checklist reporting compliance or noncompliance with specific Agreement or rule requirements; and
  - 4. Conduct of interviews with, and administration of questionnaires to, persons knowledgeable of service operations.
- E. Division shall make available to County a written report of its findings and conclusions within 60 days of the completion of the monitoring.

#### IX. Recordkeeping

- A. County and its subcontractors delivering services under this Agreement shall maintain financial, clinical and other records pertinent to services delivered and payments received.

1. All financial records shall be maintained pursuant to Generally Accepted Accounting Principles (GAAP) and other records shall be maintained to the extent necessary to clearly reflect actions taken.
  2. All nonclinical records relevant to services delivered under this Agreement shall be retained for at least five years after final payment is made and all pending matters are closed. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the five year period, the records must be retained until all issues arising out of the action are resolved or until the end of the five year period, whichever is later.
  3. All clinical records relevant to services delivered under this Agreement shall be retained for at least seven years after the date of clinical services for which claims are made, encounters reported, final payment is made, or for such length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type and all pending matters are closed, whichever time period is longer. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the seven year period, the records must be retained until all issues arising out of the action are resolved or until the end of the seven year period, whichever is later.
- B. County and its subcontractor delivering services under this Agreement shall provide Division, the Health Care Financing Administration (HCFA), the Comptroller General of the United States, the Oregon Secretary of State, the Office of Medical Assistance Programs (OMAP) and all their duly authorized representatives the right of access to facilities and to financial (including all accompanying billing records), clinical, and personnel records that are directly pertinent to mental health services.
1. Records shall be made available for the purposes of:
    - a. Monitoring and evaluating cost, performance, compliance, quality, appropriateness, and timeliness of services provided;
    - b. Monitoring and evaluating the capacity of providers to bear the risk of potential financial losses; and
    - c. Making audit, examination, excerpts and transcriptions.
  2. Upon request and without charge, County shall provide, and require subcontractors to provide, a suitable work area and copying capabilities to facilitate such a review or audit.
- C. County and its subcontractors shall keep records related to MHO enrollees

receiving services under this Agreement confidential in accordance with ORS 179.505, ORS 411.320, 45 CFR 205.50 and 42 CFR Part 2, and 42 CFR Part 431, Subpart F and shall maintain MHO enrollee privacy in accordance with ORS 192.502 (2).

1. County and its subcontractor delivering services under this Agreement shall not use, release or disclose any information concerning an MHO enrollee for any purpose not directly connected with the administration of Title XIX of the Social Security Act or integration and coordination of services and shall obtain a written consent from the MHO enrollee or the legal guardian of the MHO enrollee allowing release of mental health service information to nonmental health providers.
2. County and its subcontractor delivering services under this Agreement shall release mental health service information required by the receiving provider in order to make appropriate service delivery decisions.
3. County and its subcontractor delivering services under this Agreement shall assure that directly operated and subcontracted service components, as well as other cooperating mental health service providers, have access to the applicable contents of an MHO enrollee's clinical record when necessary for use in the diagnosis or treatment of the MHO enrollee, to the extent such access is permitted under ORS 179.505 (6).
4. County and its subcontractor delivering services under this Agreement shall, upon request and reimbursement for duplication costs, provide the MHO enrollee or the legal guardian of the MHO enrollee access to the MHO enrollee's clinical record.

D. County and its subcontractor delivering services under this Agreement shall maintain a clinical recordkeeping system which fully documents the mental condition of the MHO enrollee and the extent of mental health services received by MHO enrollees from the County and its subcontractor delivering services under this Agreement to whom the MHO enrollee is referred.

1. Clinical records maintained for each MHO enrollee shall document all types of mental health services delivered whether during or after office hours and the extent of agreement or disagreement of the MHO enrollee with the initial and subsequent services plans. If the clinical record does not reflect the consent of the MHO enrollee, the clinical record shall document the reason.
2. Clinical records shall include signatures of the individual providing the clinical service and, if applicable, the individual providing clinical, medical or direct supervision of the case.

3. The clinical record shall include data which forms the basis of the diagnostic impression of the MHO enrollee's chief complaint sufficient to justify any further diagnostic procedures, treatments, recommendations for return visits, and referrals. The clinical record shall include, as medically appropriate, for each MHO enrollee, all of the following data as applicable:
    - a. Date(s) of services;
    - b. Name(s) and title(s) of person(s) performing the service(s);
    - c. Description of medical services that includes medications administered and prescribed; tests ordered or performed and results; goods or supplies dispensed or prescribed;
    - d. Evidence of the mental health assessment;
    - e. Evidence of a plan of care;
    - f. Evidence of treatment given, progress made and relevance to findings of the mental health assessment and goals of the treatment plan or plan of care;
    - g. Copies of hospitalization order and discharge summaries for each acute or long term psychiatric hospitalization;
    - h. Copies of screening documents; and
    - i. Copies of consultation reports and psychological evaluations.
  4. The clinical recordkeeping system shall:
    - a. Conform with accepted professional practice;
    - b. Permit internal and external clinical audit;
    - c. Permit encounter claim review; and
    - d. Facilitate an adequate system for follow up treatment.
  5. County and its subcontractor delivering services under this Agreement shall maintain a system for documenting, recording and reporting MHO enrollee encounters.
- E. County and its subcontractor delivering services under this Agreement shall maintain a nonclinical recordkeeping system. The nonclinical record shall include, for each MHO enrollee all of the following data as applicable:

1. MHO enrollee's name, date of birth, gender, marital status, address, and telephone number;
2. Next of kin, sponsor, or responsible party and the name, address and telephone number of the person to be contacted in an emergency;
3. Copies of Client Process Monitoring System (CPMS) enrollment forms;
4. Copies of signed release of information forms;
5. Copies of long term psychiatric care determination request forms;
6. Other data elements required by the Encounter Data System and Client Process Monitoring System reporting.

F. County shall include the provisions of this section in all subcontracts and ensure that its subcontractors fully comply with these requirements.

X. Compliance with State Laws

County shall comply with the conditions set out in all state and local laws applicable to the work under this Agreement, including, but not limited to, those laws specified in EXHIBIT H, Compliance With State Laws, which is attached hereto and by this reference incorporated herein. Contractor agrees these laws shall apply to and govern the performance of this Agreement.

XI. Compliance with Federal Laws and Requirements

County shall certify, to the best of the County's knowledge and belief, that County is in compliance with all federal laws and requirements, including, but not limited to, those specified in EXHIBIT I, Compliance with Federal Laws and Requirements, which is attached hereto and by this reference incorporated herein. County shall include the provisions cited in EXHIBIT I in all subcontracts.

XII. Funds Available and Authorized

Division certifies at the time this Agreement is signed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Division's current appropriation or limitation. However, continuation of this Agreement, or any extension, after the end of the biennium in which this Agreement is signed, is contingent upon Division receiving sufficient appropriations, limitations, or other expenditure authority to make payments as required under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, Division may terminate this Agreement effective upon written notice to County with no further liability to County.

XIII. Dual Payment

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

XIV. Force Majeure

County shall not be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond County's reasonable control. County shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

If the rendering of services or benefits under this Agreement is delayed or made impractical due to a labor dispute involving County, care may be deferred until after resolution of the labor dispute except in the following situations:

- (1) Care or service is needed for an emergency need.
- (2) Care or service is needed for an urgent need.
- (3) Care or service is needed where there is a potential for a serious adverse mental health or medical consequence if treatment or diagnosis is delayed more than 30 days.

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

XV. Controlling State Law/Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any action or suit involving this Agreement shall be filed and tried in Marion County, Oregon.

XVI. Severability

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



XVII. Waiver

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

XVIII. Indemnification

County shall indemnify, defend, save and hold harmless the State of Oregon, Division and their officers, agents, and employees, from all actions, suits, claims, of whatsoever nature resulting from or arising out of the activities or omissions of County or its subcontractors, agents or employees under this Agreement. County's liability under this Agreement is subject to the limitations of the Oregon Tort Claims Act and the limitations of Article XI, Section 10 of the Oregon Constitution. County shall not be required to indemnify Division for any liability arising out of the wrongful acts of employees or agents of Division.

To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, the State shall indemnify County against liability for damage to life or property arising from Division's actions under this Agreement, provided, however, the State shall not be required to indemnify County for any such liability arising out of the wrongful acts of employees or agents of County or its subcontractors.

XIX. Public Contractor's Liability

Since County is a public agency, notwithstanding any other provisions of this Agreement, including without limitations Part VI, Payment Procedures, Section C, Settlement of Accounts and Part IV, Statement of Work, Section H, Enrollment/Disenrollment of this Agreement, County's liability under this Agreement is subject to the limitations of Article XI, section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, as applicable. However, County shall exercise its best efforts in maintaining adequate reserves (including, if necessary, reserves in excess of the amount specified in Exhibit E), obtaining appropriate loss and liability insurance and seeking any necessary funding or spending authorization so as to prevent its responsibilities under this Agreement from becoming a debt or a pledge of credit in violation of the provisions of Article XI, section 10 of the Oregon Constitution. In the event that County anticipates or determines that its responsibilities under this Agreement might or will violate Article XI, section 10 of the Oregon Constitution, County shall immediately notify Division, and Division may, in its sole discretion, terminate this Agreement upon notice to County or at some later date specified in the notice.

XX. Professional Liability Insurance

County shall ensure that all persons and entities performing services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims

Act, ORS 30.260 to 30.300, is applicable and imposes lesser limitations, County shall ensure coverage of not less than the amount of \$500,000 per person per incident and not less than \$500,000 in the aggregate either through a binder issued by an insurance carrier or by County's self-insurance with proof of same to be provided Division upon request.

XXI. Headings and Captions

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

XXII. Organization of this Agreement

This Agreement is organized into Parts I through XXIX, which together with the Oregon Administrative Rules cited therein and EXHIBITS A through I constitute the entirety of the Agreement.

XXIII. Merger

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

XXIV. Amendments

Except as specifically permitted by this Agreement, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by the parties, except as specified in Part XXV, Termination, of this Agreement, and signed by the Oregon Department of Justice as approved for legal sufficiency.

XXV. Termination

A. This Agreement may be terminated under any of the following conditions:

1. This Agreement may be terminated by mutual consent of both parties or by either party upon thirty (30) days' written notice.

If termination is initiated by County, Division has a right to full disclosure of County's records pertinent to County's decision to terminate. County

shall promptly provide such disclosure to Division upon demand.

2. Notwithstanding Part XXIV, Amendments, Division may also unilaterally amend or terminate this Agreement effective upon delivery of written notice to County, or at such later date as may be established by Division, under any of the following conditions:
  - a. If Division funding from federal, state or other sources is not obtained, or is withdrawn, reduced or limited, or if Division expenditures are greater than anticipated, such that funds are insufficient to allow for the purchase of services as required by this Agreement.
  - b. If federal or state regulations or guidelines or HCFA waiver terms are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments under this Agreement.
  - c. If any license, registration or certificate required by law or regulation to be held by County or County's subcontractors to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
  - d. If Division determines that the health or welfare of MHO enrollees is in jeopardy should this Agreement continue.

Any such amendment or termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such amendment or termination, except that County shall be solely responsible for its obligations or liabilities after the amendment or termination date when the obligations or liabilities result from County's failure to provide for amendment or termination of, or right to terminate, its commitments.

3. Division may, by written notice of default (including breach of contract) to County, terminate the whole or any part of this Agreement if County fails to provide services called for by this Agreement; fails to perform any other provisions of this Agreement within the time specified or any extension thereof; fails to pursue the work of this Agreement in accordance with its terms; or fails to correct problem areas identified in the notice of default within ten days, or such longer period as Division may authorize, after receipt of written notice from Division.

B. In the event of termination of this Agreement, the following provisions apply:

1. County shall assure the orderly and reasonable transfer of MHO enrollee care in progress, whether or not those MHO enrollees are hospitalized.
2. If County continues to provide services to a former MHO enrollee after the date of termination, Division through OMAP shall pay County subject to rules on a fee-for-service basis if the former MHO enrollee is an OMAP Recipient and not covered under any other OMAP prepaid plan. If County chooses to provide services to a former MHO enrollee who is no longer an OMAP Recipient, Division through OMAP shall have no responsibility to pay for such services.
3. All terminations shall include a final accounting of capitation payments received and MHO enrollees enrolled during the month in which termination is effective and shall be accomplished as follows:
  - a. Mid-month Termination. For a termination of this Agreement that occurs during mid-month, the capitation payments for that month shall be apportioned on a daily basis. County shall be entitled to capitation payments for the period of time prior to the date of termination and Division through OMAP shall be entitled to a refund for the balance of the month.
  - b. Responsibility for Claims. County is responsible for any and all claims from subcontractors or other providers, including emergency service providers, for capitated services provided prior to the termination date. County shall promptly notify Division through OMAP of any outstanding claims for which Division may owe, or be liable for, a fee-for-service payment, which are known to County at the time of termination or when such new claims incurred prior to termination are received. County shall supply Division through OMAP with all information necessary for reimbursement of such claims.

#### XXVI Notices

Any notice under this Agreement shall be deemed received the earlier of either the time of delivery or two days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

A. If to County:

To the address listed in the section of the Agreement captioned County Information.

B. *If to an MHO Enrollee:*

To the latest address provided for the MHO enrollee on an address list, enrollment or change of address form actually delivered to County.

C. *If to Division:*

Mental Health and Developmental Disability Services Division  
2575 Bittern Street NE  
Salem, Oregon 97310-0520

XXVII Definitions

A. The following definitions apply to this Agreement. If the Agreement contains terms which are not defined below, then definitions appearing in the Oregon Health Plan Rules and General Rules promulgated by the Office of Medical Assistance Programs shall apply with preference given to the Oregon Health Plan rules.

1. **"Capitated Services"** -- Those covered services included in the categories of services that a County agrees to provide for a capitation payment under this Agreement.
2. **"Capitation Payment"** -- Monthly prepayment made to a County to provide capitated services for enrolled clients as medically appropriate. Payment is made per enrolled client per month.
3. **"Case Management"** -- Assistance provided to MHO enrollees who need help accessing services from multiple agencies according to the services plan. Services provided may include establishing precommitment service linkages; coordinating with the physical health care provider; coordinating with local emergency service agencies; maintaining agreements with local hospitals; coordinating with residential resources, families and natural networks with permission of the MHO enrollee; coordinating with agencies providing work evaluation, work training, work experience, placement and work support follow along services; coordinating with long term care providers; coordinating with community support, social service, and public education systems; coordinating with law enforcement and adult and/or juvenile correction systems; advocating for the treatment needs of an MHO enrollee; and providing assistance in obtaining entitlements based on mental or emotional disability.
4. **"Children's Global Assessment Scale (CGAS)"** -- A scale used to measure and condense different aspects of a child's biopsychosocial functioning into a single clinically meaningful index of severity of disturbance. The CGAS is an adaptation of the DSM Global Assessment

Scale for adults by the Department of Child Psychiatry, Columbia University, published in November, 1982. The CGAS is recommended for use with children between the ages of 4 and 16. The CGAS score is numerically quantified on Axis Five of the DSM multiaxial diagnosis.

5. **Client Process Monitoring System (CPMS)"** -- An automated client information system used by Division for community based mental health services.
6. **"Clinical Record"** -- The collection of all documentation regarding an MHO enrollee's mental health care. The record is a legal document and the mechanism through which the provider manages treatment provision, monitoring, supervision and staff development, quality assurance, utilization review, peer review, and program evaluation.
7. **"Clinical Service"** -- County is responsible for determining what constitutes a clinical service, assigning the appropriate level of staff to such services, and providing clinical, medical and direct supervision of staff and services, as appropriate. County assumes the risk of determinations, assignments and supervision.
8. **"Clinical Supervision"** -- Oversight and supervision by a qualified mental health professional (QMHP) of the mental health treatment services and staff. Clinical supervision helps ensure coordination of services and quality of clinical care functions in the areas of treatment planning, provision of therapies, clinical record documentation, clinical assignments and problem solving. QMHPs performing clinical supervision shall have two years of clinical supervisory experience or demonstrated experience in training or teaching mental health staff to deliver mental health services.
9. **"Community Mental Health Program (CMHP)"** -- The entity providing services described in ORS 430.620 and ORS 430.630 (3) for persons with mental or emotional disturbances, drug abuse problems, developmental disabilities, and alcoholism and alcohol abuse problems, operated by, or contractually affiliated with, a local mental health authority, and operated in a specific geographic area of the state under an omnibus contract with Division.
10. **"Community Standard"** -- Typical expectations for access to the mental health service delivery system in the MHO enrollee's community of residence. Division requires that County meets the community standard for access to and quality of mental health services. If the community standard does not meet the need of MHO enrollees for access to quality mental health services, the County shall set a standard that meets the need of MHO enrollees and deliver services according to that standard.

11. **"Complaint"** -- An oral or written expression of dissatisfaction with the County or its subcontractors made and identified as such by an MHO enrollee or MHO enrollee representative. A complaint must address issues which are the responsibility of the County under its contract with Division. Complaints are addressed by the County if the MHO enrollee is enrolled with the County.
12. **"Contract Compliance Monitoring"** -- A desk or onsite review of financial, clinical, nonclinical and other records pertinent to services delivered and payments received by providers and organizations delivering mental health services under this Agreement.
13. **"County"** -- An organization that contracts with Division to provide services under this Agreement.
14. **"Covered Services"** -- Those services described in Part IV, Statement of Work, Section A, Benefit Package of this Agreement and any amendment to that Section executed by the parties.
15. **"Critical Incident"** -- An incident as a result of staff action or inaction that punishes, endangers, or otherwise harms an MHO enrollee.
16. **"Department of Human Resources (DHR)"** -- The state agency responsible for Medicaid and the Oregon Health Plan Medicaid demonstration project. DHR is composed of nine offices and divisions, including the Office of Medical Assistance Programs (OMAP), Office of Alcohol and Drug Abuse Programs (OADAP), Office of Health Policy, Health Division, Adult and Family Services Division (AFSD), Children's Services Division (CSD), Mental Health and Developmental Disability Services Division (MHDDSD), Senior and Disabled Services Division (SDSD), and Vocational Rehabilitation Division (VRD).
17. **"Diagnosis"** -- The principal mental disorder listed in the most recently published edition of the DSM, that is the medically necessary reason for clinical care and the main focus of treatment. The principal diagnosis is determined through the mental health assessment and any examinations, tests, procedures, or consultations suggested by the assessment. A DSM "V" code condition, substance use disorder or mental retardation is not considered the principal diagnosis although these conditions or disorders may co-occur with the diagnosable mental disorder.
18. **"Direct Supervision"** -- The directing, coordinating and overseeing by a qualified mental health professional (QMHP) of all interventions performed by a qualified mental health associate (QMHA). Direct supervision includes frequent, regular planning and one-on-one or group supervision conferences; review and approval of treatment and progress notes; and

documentation of direct supervision for review by the clinical supervisor.

19. **"DSM"** -- The most recently published edition of the "Diagnostic and Statistical Manual of Mental Disorders," published by the American Psychiatric Association.
20. **"Emergency Services:"** -- See definition for twenty-four hour urgent and emergency services.
21. **"Emergency Situation"** -- The sudden onset of acute psychiatric symptoms requiring attention within 24 hours to prevent a serious deterioration in the mental conditions of an MHO enrollee.
22. **"Enrollment"** -- Persons, subject to OAR 410-141-060, Oregon Health Plan Managed Care Enrollment Requirements, become MHO enrollees of County. A person's enrollment with County indicates that the person must obtain or be referred by County for all capitated services and referred by County for all case managed services subsequent to the effective date of enrollment.
23. **"Evaluation"** -- A psychiatric or psychological assessment used to determine the need for mental health services. The evaluation may include the collection and analysis of pertinent psychosocial information through interview, observation, or psychological and neuropsychological testing. The evaluation concludes with a five axes diagnosis of the most recent DSM multiaxial diagnosis, prognosis for rehabilitation, and service recommendations.
24. **"Five Axes Diagnosis"** -- The multiaxial system of evaluation in the most recently published edition of the DSM organized to provide a biopsychosocial approach to assessment and ascertain that all of the information necessary for planning treatment and predicting outcomes for the MHO enrollee is recorded on each of five axes. The principal diagnosis is recorded on Axis I, any description of mental retardation or personality features on Axis II, physical disorders or conditions on Axis III, severity of psychosocial stressors on Axis IV, and the global assessment of functioning on Axis V.
25. **"Global Assessment of Functioning Scale (GAF)"** -- A scale in the most recently published edition of the DSM used to measure and condense difference aspects of biopsychosocial functioning in adults and adolescents over age 17 into a single clinically meaningful index of severity of disturbance. The GAF score is numerically quantified on Axis V of the DSM multiaxial diagnosis.
26. **"Licensed Medical Practitioner"** -- Any person who meets the following



minimum qualifications as documented by the MHO:

- a. Holds at least one of the following educational degrees and valid licensures:
    - (1) Physician licensed to practice in the State of Oregon;
    - (2) Nurse Practitioner licensed to practice in the State of Oregon;
    - (3) Physician's Assistant licensed to practice in the State of Oregon; and
  - b. Whose training, experience and competence demonstrates the ability to identify precipitating events; gather histories of mental and physical disabilities, alcohol and drug use, past mental health services and criminal justice contacts; assess family, social and work relationships; conduct a mental status examination; and document a multi-axial DSM diagnosis.
27. **"Medical Care Identification Form"** -- The medical identification sheet issued by the Office of Medical Assistance Programs (OMAP) indicating eligibility for specific medical, mental or dental benefits, the managed care plan or practitioner with which the recipient is enrolled, and the period of monthly eligibility for benefits and period of enrollment with the specific managed care plan or practitioner.
  28. **"Medical Supervision"** -- Review and consultation by a licensed medical practitioner of records and/or MHO enrollees in order to determine whether services in the MHO enrollee's individualized treatment plan are medical necessary and appropriate.
  29. **"Medically Appropriate"** -- Medically necessary services and supplies which are consistent with the symptoms or treatment of a mental condition; and appropriate with regard to standards of good practice and generally recognized by the professional community as effective.
  30. **"Medically Necessary"** -- Services and supplies which are required to diagnose, treat (correct, cure or alleviate) or prevent a mental condition that affects an MHO enrollee in one or more of the following ways: endangers the life; causes suffering or pain; results in illness or infirmity; and threatens to cause or aggravate a disability;
  31. **"Mental Health and Developmental Disability Services Division (Division)"** -- The state agency within DHR responsible for the administration of mental health services provided to persons who qualify

for certain programs under federal and state laws, rules and regulations. This responsibility may be delegated to mental health organizations, community mental health programs, and fully capitated health plans.

32. **"Mental Health Assessment"** -- The documentation prepared by a qualified mental health professional of the MHO enrollee's presenting mental health problem(s), relevant MHO enrollee and MHO enrollee family history, mental status examination and DSM five axis diagnosis or provisional diagnosis.
33. **"Mental Health Organization (MHO)"** -- A prepaid health plan that provides most mental health services under a capitation payment. MHOs can be fully capitated health plans, community mental health programs, private mental health organizations, or combinations thereof.
34. **"Mental Health Provider"** -- A practitioner or clinic providing mental health services to MHO enrollees under an agreement with County. Mental health practitioners are licensed and/or certified by a state board or licensing agency, as applicable, or meet the definition of QMHA or QMHP. Mental health practitioners provide services within a defined scope of practice.
35. **"Mental Status Examination"** -- The face-to-face assessment by a qualified mental health professional of an MHO enrollee's mental functioning within a developmental and cultural context that includes descriptions of appearance, behavior, speech, language, mood and affect, suicidal or homicidal ideation, thought processes and content, and perceptual difficulties including hallucinations and delusions. Cognitive abilities are also assessed and include orientation, concentration, general knowledge, intellectual ability, abstraction abilities, judgement, and insight appropriate to the age of the MHO enrollee.
36. **"Office of Medical Assistance Programs (OMAP)"** -- The office of DHR with primary responsibility for administration of all Title XIX programs, including the Oregon Health Plan Medicaid demonstration project.
37. **"Prepaid Health Plan (PHP)"** -- A managed health or dental care organization that contracts with OMAP and/or Division on a case managed, prepaid, capitated basis. PHPs may be dental care organizations (DCO), fully capitated health plans (FCHP), physician care organizations (PCO), or mental health organizations (MHO).
38. **"Provide"** -- To furnish directly, or authorize and pay for the furnishing of, a covered service to an MHO enrollee.

39. **"Qualified Mental Health Associate (QMHA)"** -- A person who delivers services under the direct supervision of a qualified mental health professional and who meets the following minimum qualifications as documented by the MHO:
- a. has a Bachelor's degree in a behavioral sciences field, or a combination of at least three year's work, education, training or experience; and
  - b. whose education, experience, or training demonstrates the competencies necessary to communicate effectively; the ability to understand and apply mental health assessment, treatment and service terminology and concepts; the ability to provide psychosocial skills development and to implement interventions outlined on a treatment plan.
40. **"Qualified Mental Health Professional (QMHP)"** -- A licensed medical practitioner or any other person who meets the following minimum qualifications as documented by the MHO:
- a. holds any of the following educational degrees and valid licensures:
    - (1) a graduate degree in psychology;
    - (2) a graduate degree in social work;
    - (3) a graduate degree in a behavioral science field and eligible for licensing in the State of Oregon;
    - (4) a graduate degree in recreational therapy;
    - (5) a bachelor's degree in nursing and licensed by the State of Oregon;
    - (6) registration as an occupational therapist; and
  - b. whose education, training and experience demonstrates the competencies to identify precipitating events; gather histories of mental and physical disabilities, alcohol and drug use, past mental health services and criminal justice contacts; assess family, social and work relationships; conduct a mental status examination; document a multiaxial DSM diagnosis; write and supervise a treatment plan; and provide individual, family, and/or group therapy.
41. **"Quality Assurance"** -- The structured, internal monitoring and

evaluation processes to identify aspects of quality care; use indicators and clinical criteria to continually and systematically monitor these aspects of care; establish markers which indicate problems or opportunities to improve care; take action to correct problems and improve substandard care; assess the effectiveness of the actions; and document the improvements in care. Quality assurance activities may include onsite reviews, clinical record reviews, desk reviews, analysis of data and reports, interviews, and surveys.

42. **"Representative"**-- A person who can make treatment related decisions for an MHO enrollee who is not able to make such decisions himself or herself. A representative may be a person with a valid Power of Attorney, a court appointed guardian, a spouse, another family member, the Individual Service Plan Team (for developmentally disabled MHO enrollees), a DHR case manager or other DHR designee.
43. **"Service Area"** -- The geographic area in which the County is responsible for delivering mental health benefits under this Agreement.
44. **"Stop Loss Protection"** -- Provider excess loss coverage for catastrophic claims.
45. **"Third Party Resources"** -- Those payments, benefits or resources available for coverage of mental health services. These third party resources include, but are not limited to, private insurance, Medicare, workers' compensation, another state's Title XIX or state funded medical assistance program; or governmental entity such as the Veteran's Administration, Armed Forces Retirees and Dependent Action (CHAMPVA), Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS). These third party resources are to be used prior to using Medicaid funds.
46. **"Triage Services"** -- Those services necessary to assess the condition of an MHO enrollee and to direct the MHO enrollee to the most appropriate setting for medically appropriate care.
47. **"Twenty-four (24) Hour Urgent and Emergency Services"** -- Services available 24 hours per day, seven days per week, for persons who may be suffering an acute mental or emotional disturbance potentially endangering their health or safety or that of others, but not necessarily creating a sufficient cause for civil commitment as set forth in OAR 309-33-200 through 309-33-340. Emergency service may be provided by an appropriate source other than the County or its subcontractors if the time required to reach the providers of the County (or alternatives authorized by the County) would have meant risk of permanent or serious damage to the mental status of the MHO enrollee. These services are considered to be

emergency services as long as transfer of the MHO enrollee to the source of care designated by the County is precluded because of risk to the MHO enrollee's mental status or because transfer would be unreasonable, given the distance involved in the transfer and the nature of the mental condition.

48. **"Uncapitated Services"** -- Those covered mental health services which are paid for on a fee-for-service basis and for which a capitation payment has not been made to a County. Uncapitated services include those services which are never included as part of the capitation payment. Uncapitated services also include services which would be covered under the capitation payment but because the client is not enrolled with the County the service is provided outside a prepaid, managed care arrangement.
49. **"Urgent Situation"** -- The onset of psychiatric symptoms requiring attention within 72 hours to prevent a serious deterioration in an MHO enrollee's mental condition.

#### XXVIII County Information

Legal Business Name: (This must match the name in which your TIN was issued.)	<u>Multnomah County</u>
Address:	<u>421 SW Sixth, Suite 700</u>
City, State, Zip:	<u>Portland, Oregon, 97204-1618</u>
Contact Person:	<u>Kathy Tinkle</u>
Telephone Number:	<u>248-3691 X 6858</u>
Facsimile Number:	<u>248-3379</u>
Taxpayer Identification Number: (Federal Employer Identification Number)	<u>93-6002309</u>
State Tax I.D. #:	<u>NA</u>
Business Designation (Check One)	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Governmental/Non-Profit	<input type="checkbox"/> Sole Proprietorship

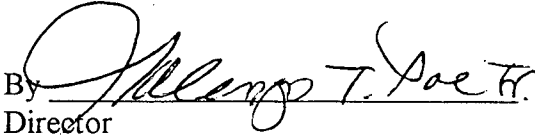
XXIX Signatures

Multnomah County

STATE OF OREGON

Mental Health and Developmental Disability  
Services Division

2575 Bittern Street N.E.  
Salem, Oregon 97310-0520

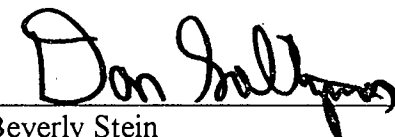
By   
Director

Dept. of Community and Family Services

Date 1/12/96

Barry S. Kast, M.S.W.  
Administrator

Date \_\_\_\_\_

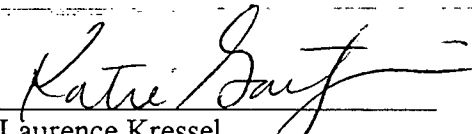
  
for Beverly Stein  
Multnomah County Chair

Date January 25, 1996

  
Division Contracts Officer

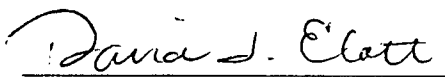
Date \_\_\_\_\_

Reviewed by:  
~~Approved as to Legal Sufficiency:~~

  
for Laurence Kressel  
Multnomah County Counsel

Date 1/12/96

Approved as to Legal Sufficiency:

  
David J. Elott  
Assistant Attorney General

Date 1-9-96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 1/25/96  
DEB BOGSTAD  
BOARD CLERK

## EXHIBIT A1

### Criteria for Inpatient Treatment or Extended Care Services in a State Hospital

For purposes of this Agreement, the following criteria applies only to enrollees age 18 through age 20.

**Justification for Admission:** A DSM IV diagnosis of a severe psychiatric disorder (other than a primary or sole diagnosis of a substance use disorder, developmental disability, or personality disorder) is required for all admissions. In addition, there must be a documented need for 24-hour hospital level medical supervision and at least one of the following:

1. Continued actual danger to self, others, or property which cannot be managed within the time constraints of regional acute psychiatric inpatient programs. Continued actual danger must be manifested by at least one of the following:
  - a. The person has continued to make suicide attempts or substantial (life-threatening) suicidal gestures; or has expressed continuous and substantial suicidal planning or substantial ongoing threats.
  - b. The person has continued to show evidence of danger to others as demonstrated by continued destructive acts to persons or imminent plans to harm another person.
  - c. The person has continued to show evidence of severe inability to care for basic needs but has potential for significant improvement with treatment.
2. There is a need for continued treatment with electroconvulsive therapy, where an extended inpatient environment (more than 21 days) is indicated and the inappropriateness of a short-term or less restrictive treatment program is documented in the record.
3. Failure of intensive extended care services (such as a PASSAGES project) evidenced by documentation in the person's records of:
  - a. an intensification of symptoms and/or behavior management problems beyond the extended care service's capacity to manage within its program; and
  - b. multiple attempts to manage symptom intensification or behavior management problems within the local acute care psychiatric unit.
4. Need for extended (more than 21 days) regulation of medications due to significant complications arising from severe side effects of medications.

5. Severe acting out behaviors manageable only in a highly secure forensic psychiatric hospital.

**Justification for Continued Stay:** In general, it is expected that the person will be transferred to an appropriate level of care as soon as the psychiatric condition has been stabilized and in accordance with negotiated treatment goals and projected length of stay. Documentation of one or more of the following is required for a continued stay at the extended state hospital level:

1. Evidence of symptoms which would reflect continued danger to self or others.
2. The prescription and adjustment of medications for the treatment of a severe psychiatric condition complicated by the presence of a co-existing medical condition requiring 24-hour RN supervision in a hospital setting.
3. Continued need for titration of psychotropic medication in a 24-hour medically supervised hospital environment.
4. Continued inability of the person to perform the activities of daily living or to function in the daily routine presenting an unacceptable degree of hazard to life, health or safety in a less structured setting. In such cases, ongoing discharge planning to the next lower level of acceptable care must be documented.
5. Change in psychiatric or other medical diagnosis, documented in the medical record, or treatment failure within the hospital plan which necessitates a significant change in the treatment plan or continued related and medically or psychiatrically necessary diagnostic studies.
6. Admitting symptoms abated in the protected environment of the hospital setting but repeated attempts at return to a less restrictive environment have always resulted in a serious deterioration of the patient's condition. Such patients represent a special situation and shall be reviewed on a case by case basis and with attention to the possibility that continued hospital treatment may produce long-term disability.



## Request for Long-Term Care Determination

Request				
Mental Health Organization:			Date:	
Patient Name:			Age:	
Prime No:		DSM IV - Axis I	DSM IV - Axis II	DSM IV - Axis III
Admission Date:	Proposed Transfer Date:			
<b>Basis for Request:</b> (NOTE: All three criteria must be met.) <input type="checkbox"/> Length of stay in the acute inpatient hospital psychiatric care setting will exceed 21 days. <input type="checkbox"/> There is a need for either: <input type="checkbox"/> Intensive psychiatric rehabilitation or other tertiary treatment in a state hospital or extended care service, or <input type="checkbox"/> Extended and specialized medication adjustment in a secure or otherwise highly supervised environment <input type="checkbox"/> The patient has received all possible treatment, including establishment of a medication program and use of an override procedure.				
<b>Documentation Supporting Request</b> (NOTE: All documents must be attached.) <input type="checkbox"/> Physician's history and physical <input type="checkbox"/> List of current medications and dosages <input type="checkbox"/> Reports of other consultations <input type="checkbox"/> Social histories <input type="checkbox"/> Current week's progress notes				
<b>Analysis of Documentation Supporting Request</b> <div style="border: 1px solid black; height: 250px; margin-top: 5px;"></div>				

Determination		
<input type="checkbox"/> Approved	Transfer Date:	Name of Decision Maker:
<input type="checkbox"/> Denied		Date of Determination:
<b>Criteria for Long-Term Psychiatric Inpatient Care</b>		
<input type="checkbox"/> Primary DSM IV diagnosis is severe psychiatric disorder		
<input type="checkbox"/> Documented need for 24-hour hospital level medical supervision		
<input type="checkbox"/> At least one of the following conditions is met:		
<input type="checkbox"/> Need for extended (more than 21 days) regulation of medications due to significant complications arising from severe side effects of medications.		
<input type="checkbox"/> Need for continued treatment with electroconvulsive therapy where an extended (more than 21 days) inpatient environment is indicated and the inappropriateness of a short-term or less restrictive treatment program is documented in the clinical record.		
<input type="checkbox"/> Continued actual danger to self, others or property that is manifested by at least one of the following:		
<input type="checkbox"/> The person has continued to make suicide attempts or substantial (life-threatening) suicidal gestures or has expressed continuous and substantial suicidal planning or substantial ongoing threats.		
<input type="checkbox"/> The person has continued to show evidence of danger to others as demonstrated by continued destructive acts to person or imminent plans to harm another person.		
<input type="checkbox"/> The person has continued to show evidence of severe inability to care for basic needs but has potential for significant improvement with treatment.		
<input type="checkbox"/> Failure of intensive extended care services evidenced by documentation in the clinical record of:		
<input type="checkbox"/> An intensification of symptoms and/or behavior management problems beyond the capacity of the extended care service to manage within its programs; and		
<input type="checkbox"/> Multiple attempts to manage symptom intensification or behavior management problems within the local acute care psychiatric unit.		
Outcome of Arbitration		
<input type="checkbox"/> Upheld	Transfer Date:	Name of Arbitrator:
<input type="checkbox"/> Reversed		Date of Decision:

**EXHIBIT A2**  
**Criteria for Extended Care Services in Community Settings**

For purposes of this Agreement, the following criteria applies only to enrollees age 18 through age 20.

**Justification for Admission:** It is recognized that the admission criteria for Extended Care Services in Community Settings and extended state hospital services are often similar, and that determining variables include the level of psychiatric/medical supervision required to treat symptoms and the capacity of a program in the community to assure the person's safety.

A DSM IV diagnosis of a severe psychiatric disorder (other than a primary or sole diagnosis of a substance use disorder, developmental disability, or personality disorder) is required for all admissions to extended care services. In addition, there must also be evidence of the following:

1. After a complete course of acute or extended inpatient services, the person's symptoms or behavioral manifestations are of such severity that there is significant ongoing interference with the person's ability to assure his or her safety in the community; there will also be significant interference with significant role functions such as social, familial, vocational, or educational activities; and
2. The person has been receiving inpatient services in an extended state hospital service for 6 months or longer; or the person has been documented as requiring extended state hospital services if no other community-based alternative can be found which would reasonably assure the person's safety in the community.

**Justification for Continued Stay:** A person would be considered appropriate for continued stay as long as no other level of community-based service is available or appropriate.

**EXHIBIT B**  
**Mental Health Services Complaint and Hearings Process**

1. County shall have the following responsibilities in resolving disagreements with MHO enrollees:
  - a. Have written procedures for accepting, documenting, processing, analyzing, resolving and responding to all complaints made and hearings requested by MHO enrollees or MHO enrollee representatives.
  - b. Designate staff members to handle complaints received and hearings requested by MHO enrollees or MHO enrollee representatives. The designees shall be persons with the authority and expertise necessary to make a final clinical or administrative decision at the County level.
  - c. Have a method of informing MHO enrollees or MHO enrollee representatives about complaint and hearings procedures. Information provided to MHO enrollees or MHO enrollee representatives shall include the following:
    - (1) Written material describing these processes;
    - (2) Assurance of confidentiality;
    - (3) Availability of complaint forms, Notice of Hearing Rights, Notice of Complaint Process, and Administrative Hearing Request forms (AFS 443) in all offices; and
    - (4) Assurance there are no negative consequences for making a complaint or requesting a hearing.
  - d. Issue a written notice to the MHO enrollee or MHO enrollee representative each time a service or benefit is denied, terminated, suspended or reduced, except under the following conditions:
    - (1) Confirmation has been received that the MHO enrollee is deceased;
    - (2) A clear written statement has been received which is signed by the MHO enrollee or MHO enrollee representative indicating that services are no longer desired or giving information that requires a termination or reduction of services and indicating that the MHO enrollee or MHO enrollee representative understands that such action is the result of supplying information;
    - (3) The MHO enrollee has been admitted to an institution where he or she is

ineligible for further services;

- (4) The whereabouts of the MHO enrollee are unknown and the post office returns mail directed to the MHO enrollee indicating no forwarding address;
- (5) Confirmation has been received that the MHO enrollee has been accepted for Medicaid services by another local jurisdiction, state, territory or commonwealth; or
- (6) The mental health practitioner of the MHO enrollee has prescribed a change in the level of mental health services and the MHO enrollee or MHO enrollee representative has agreed to the change.

e. Deliver the written notice by mail to the MHO enrollee or MHO enrollee representative and include the following elements:

- (1) A statement of the intended action, the effective date of such action, and the date the written notice is mailed. Unless one or more of the conditions listed in Section 1.d. apply, the effective date of an intended termination, suspension or reduction of service or benefits shall be set no earlier than ten calendar days after the date of notice to allow sufficient time for the MHO enrollee or MHO enrollee representative to request a hearing regarding the intended action;
- (2) The reason(s) for the intended action and the specific regulations that support the action;
- (3) An explanation of the MHO enrollee's right to file a complaint with the County and to request an administrative hearing with Division, and the consequences of choices made. The County shall encourage the MHO enrollee to use the complaint procedure, but shall not discourage the MHO enrollee from requesting a hearing;
- (4) An explanation that if the MHO enrollee files a complaint or requests a hearing before the effective date of intended action then benefits would be continued until a decision is reached concerning the complaint or hearing issue. This explanation shall also inform the MHO enrollee that if the issue is resolved in favor of the Division/County, the MHO enrollee will be required to reimburse the payor for the cost of benefits received after the date of intended action;
- (5) A statement referring the MHO enrollee to an enclosed informational Notice of Complaint Process form;

- (6) A statement referring the MHO enrollee to an enclosed informational Notice of Hearing Rights form; and
  - (7) The name and telephone number of a person to contact for additional information.
- f. Have a method of forwarding to the quality assurance committee of Division, as necessary, an analysis of complaints received and hearings requested.
  - g. Have a provision for reviewing the internal complaint and hearings processes.
  - h. Retain the following documents regarding complaints and hearings in a central location: the log of complaints received and hearings requested, a file of written complaints received and hearings requested, records of the review or investigation, and resolution of complaints received and hearings requested. Files shall be maintained for a minimum of two calendar years from the date of resolution.
  - i. Afford MHO enrollees or MHO enrollee representatives the full use of the complaint and hearing procedures without penalty.
  - j. Cooperate with Division and the MHO enrollee or MHO enrollee representative in seeking a remedy to complaint and hearing issues and comply with and fully implement the hearing decision.
  - k. Cooperate in the hearing process and make available all persons with relevant information and all pertinent files and clinical records.
  - l. Continue benefits until a decision is rendered about the complaint or hearing issue when the MHO enrollee or MHO enrollee representative files a complaint or requests a hearing before the effective date of intended action described in the advance notice.
  - m. Provide any and all information required to resolve the complaint or hearing issue and cooperate with Division in keeping such information confidential as required by state and federal law.

## 2. Procedure for Complaints

- a. The MHO enrollee or MHO enrollee representative shall make a complaint with the County within 30 calendar days of the date of the written notice of intended action and is entitled to an expedited complaint if the mental status of the MHO enrollee meets the definition of an emergency situation or urgent situation and the situation cannot wait to be addressed within the time frames associated with a regular complaint. This procedure may also be used to resolve other issues not included in a written notice of intended action.

- b. The individual receiving the complaint shall forward it to the County representative designated for handling complaints. If an oral complaint is received, the individual receiving the complaint shall describe the complaint process, provide written materials and request the MHO enrollee or MHO enrollee representative to put the complaint in writing using the County complaint form.
- c. The complaint shall be handled as described below when the MHO enrollee or MHO enrollee representative has made a complaint but has not requested a hearing about the complaint issue.

(1) The County shall review the complaint to determine whether the time period for making a complaint has expired.

- (a) If more the 30 calendar days from the date of notice have passed, the County representative shall determine whether the MHO enrollee or MHO enrollee representative had good cause for making a late complaint.
- (b) If the complaint was late and the County representative determines that good cause did not exist which prevented a timely complaint filing, the County representative shall notify the MHO enrollee or MHO enrollee representative that the complaint will not be addressed. For purposes of this Agreement, good cause shall mean that there were circumstances beyond the control of the MHO enrollee which prevented a timely complaint filing.
- (c) If the complaint was made within 30 calendar days of the date of notice or if the County representative determines that good cause did exist for making a late complaint, the County representative shall proceed to the next step of this procedure.

(2) The County shall continue benefits until a decision is rendered about the complaint issue when a written complaint was made before the effective date of intended action described in the advance notice and shall promptly notify the MHO enrollee or MHO enrollee representative of such in writing. The County shall also inform the MHO enrollee or MHO enrollee representative that if the complaint is resolved against the MHO enrollee, the cost of any services provided to the MHO enrollee as a result of the complaint and after the effective date of intended action will be recovered from the MHO enrollee.

(3) The County representative shall review the complaint and determine whether additional information is needed from the MHO enrollee, the MHO enrollee representative, or the provider to address the complaint.

- (a) If the County representative determines that additional information is needed from the MHO enrollee or MHO enrollee representative, the County representative shall notify the MHO enrollee or MHO enrollee representative that additional information is needed within ten calendar days or another mutually agreed upon time frame. The complaint may be resolved without this information when the MHO enrollee or MHO enrollee representative fails to provide the requested information within the stated time frame.
    - (b) If the County representative determines that additional information is needed from the provider, the County representative shall obtain such information as quickly as possible.
  - (4) The County representative shall determine whether the issue can be resolved within 20 calendar days of receipt and shall address the complaint within this time period, if possible. If the issue cannot be resolved within 20 calendar days, the County representative shall notify the MHO enrollee or MHO enrollee representative in writing that a decision regarding the complaint cannot be made within 20 calendar days. This notice must:
    - (a) Be issued as soon as it is known that a delay will occur;
    - (b) State when a decision will be made; and
    - (c) Specify the reason for the delay.
  - (5) The County representative shall issue to the MHO enrollee or MHO enrollee representative a written decision on the complaint issue. The decision shall review and specifically address each element of the complaint. If the decision is adverse to the MHO enrollee, the written notice issued shall include all elements of a notice and shall include as enclosures the Notice of Hearing Rights form and the Administrative Hearing Request form.
- d. The complaint shall be handled as described below when the MHO enrollee or MHO enrollee representative has made a complaint and requested a hearing before receiving a decision about the complaint issue.
- (1) The County representative shall issue a letter to the MHO enrollee or MHO enrollee representative informing the MHO enrollee or MHO enrollee representative that the issue will not be addressed through the complaint process unless the request for hearing is withdrawn.
  - (2) The County representative shall begin the process of establishing the facts concerning the hearing issue.



### 3. Procedure for Hearings

- a. Upon receipt of the Administrative Hearings Request (form AFS 443), the receiver shall forward it and any documentation related to the hearing issue to the Division representative.
- b. The Division representative shall review the Administrative Hearing Request, documentation related to the hearing issue, and computer records to determine whether jurisdiction exists to hear the case.
  - (1) Jurisdiction shall not exist when the claimant or the person for whom the request is being made is not an MHO enrollee or is an MHO enrollee but does not live in Multnomah County; or when more than 45 calendar days have elapsed between the date of the notice and the date the Administrative Hearing Request form was received by a division of the Department of Human Resources.
  - (2) The Division representative may ask the Adult and Family Services Division (AFSD) Hearings Unit to hold a separate brief hearing within 21 calendar days of receiving the hearing request to determine whether jurisdiction exists. As applicable, the AFSD Hearings Unit will determine whether the MHO enrollee had good cause for making the request after expiration of the 45 day period or whether the claimant or the person for whom the request is being made is eligible for mental health benefits under this waiver project. For purposes of this Agreement, good cause shall mean that there were circumstances beyond the control of the MHO enrollee which prevented a timely hearings request.
- c. In those situations where there is no jurisdiction, either the AFSD Hearings Officer or the Division representative will notify the claimant of the decision about jurisdiction. If a separate brief hearing was held, the AFSD Hearings Officer shall issue a final order dismissing the case. If a separate brief hearing was not held, the Division representative shall send a letter to the claimant stating that the case will not be heard.
- d. In those situations where there is jurisdiction as determined by the AFSD Hearings Officer or the Division representative, the following shall occur.
  - (1) The AFSD Hearings Unit shall schedule a hearing in accordance with OAR 461-25-345, The Hearing, on a day and time that is acceptable to the Division representative and County representative. Division shall make a Division representative available within two working days in continuation of benefit cases and shall make every effort to expedite hearings in such cases.

- (2) The Division representative shall forward a copy of the Administrative Hearing Request, supporting documentation, and the notice of hearing to the County representative.
- (3) If the MHO enrollee or MHO enrollee representative requested the hearing before the effective date of intended action described in the advance notice, the County shall continue benefits until a decision is rendered about the hearing issue and shall promptly notify the MHO enrollee or MHO enrollee representative of such in writing. The written notice shall also inform the MHO enrollee or MHO enrollee representative that if the AFSD Hearings Officer finds in favor of the County, the cost of any services provided to the MHO enrollee as a result of the hearing request after the effective date of intended action will be recovered from the MHO enrollee.
- (4) The County and Division representative shall collect relevant documentation and submit it for review by the clinical directors or designees of the clinical directors of entities party to the hearing issue.
- (5) The clinical directors or designees shall determine if the case was handled correctly and inform the County representative or Division representative of the conclusion reached.
- (6) If it is determined that the case was handled incorrectly, the County or Division representative shall inform the MHO enrollee or MHO enrollee representative of how the issue will be addressed and shall determine whether or not the MHO enrollee or MHO enrollee representative is satisfied. If the MHO enrollee or MHO enrollee representative is satisfied with how the issue will be addressed, the Division representative shall notify, by phone and in writing, the AFSD Hearings Officer that the hearing issue has been resolved.
- (7) If it is determined that the case was handled correctly and the original decision stands, the County representative shall identify witnesses to testify during the hearing, prepare a letter stating the position of the County concerning the issue and forward copies of all evidence to the Division representative.
- (8) The Division representative shall identify additional witnesses and may request subpoenas and depositions as described in OAR 461-25-335, Subpoenas and Depositions. Division shall provide reimbursement for expenses as described in OAR 461-25-340, Expenses.
- (9) The Division representative shall prepare a prehearing summary of findings and conclusions based on research efforts, review of documentation submitted and interviews with parties to the issue.

- (10) The Division representative shall offer to the MHO enrollee or MHO enrollee representative a prehearing conference with Division and the County so that all entities party to the hearing issue can explain facts and positions regarding the hearing issue.
- (11) The Division representative shall update the prehearing summary based on the prehearing conference, if held, and at least seven working days before the scheduled hearing forward copies of the hearing packet to the AFSD Hearing Officer, claimant and County. If the issue is resolved during the prehearing conference, the Division representative shall, at least three working days before the scheduled hearing, make an oral and written request for the AFSD Hearing Officer to dismiss the hearing because the issue has been resolved to the satisfaction of the MHO enrollee or MHO enrollee representative.
- (12) The AFSD Hearings Officer shall complete hearing responsibilities in accordance with OARs 461-25-300 through 461-25-385. In completing these responsibilities, the AFSD Hearings Officer may order a medical or mental health assessment if the hearing involves medical or mental health issues and it is necessary to have an assessment completed by a practitioner other than the practitioner involved in making the original decision.
- (13) The MHO enrollee or MHO enrollee representative may request reconsideration of a final order or request a rehearing as described in OAR 461-25-380, Reconsideration and Rehearing.

#### 4. Expedited Complaints and Hearings

- a. Division shall cooperate with any expedited hearing schedule requested by County. An MHO enrollee is entitled to an expedited complaint or hearing if the mental status of the MHO enrollee meets the definition of an emergency situation or urgent situation and the situation cannot wait to be addressed within the time frames associated with a regular complaint or hearing.
- b. Upon receipt of an expedited complaint or hearing request, the person receiving the request shall immediately notify other payors with an interest in the issue and begin collecting relevant documents. Any delay in receipt of records shall extend the time period for making a decision about the need for an expedited resolution. The extension shall equal the delay in receiving records.
- c. The County representative shall forward, as soon as available, information collected to the clinical directors, or designees of the clinical directors, of payors with an interest in the issue. These documents shall include preauthorization documents, notices of terminations, suspensions or reductions in service, and clinical records supporting the notice and degree of urgency of the issue.

- d. The clinical directors or designees shall, within two working days of receiving clinical records, review documentation received to determine if the mental health condition at issue meets the definition of emergency situation or urgent situation.
- e. The clinical directors or designees shall notify representatives responsible for handling complaints and hearings of the decision and the basis for that decision.
- f. The County representative or Division representative shall notify, by phone and in writing, the appropriate parties of the decision about whether the expedited request will be granted. If an expedited hearing was requested, both the MHO enrollee or the MHO enrollee representative and the AFSD Hearings Unit will be notified.
- g. If the expedited complaint or hearing has been denied and the issue is clinical in nature, the MHO enrollee or MHO enrollee representative may appeal the decision within two days of receiving notification of the denial.
  - (1) The MHO enrollee or MHO enrollee representative shall appeal denied expedited complaints by requesting an expedited hearing.
  - (2) The MHO enrollee or MHO enrollee representative shall appeal denied expedited hearings by writing to the Division representative asking that a clinical arbitrator review the issue to determine if it meets the criteria for an expedited hearing. Division shall have no obligation to refer such an appeal to a clinical arbitrator for review.
- h. If an expedited complaint or hearing has been granted, the following shall occur:
  - (1) For an expedited complaint, the County representative shall convene a complaint review group to address the complaint within five working days of receipt of the expedited complaint.
  - (2) For an expedited hearing, the AFSD hearing officer shall conduct the hearing as described in Sections (2) and (3) of OAR 461-25-315, Expedited Hearings and all parties to the expedited hearing issue shall prepare for the hearing.

EXHIBIT C  
Encounter Claim Minimum Data Set Requirements

1. General Provisions:

a. Encounters

For purposes of this exhibit, an Encounter is an MHO enrollee contact for which, in the fee-for-service delivery system, a claim could be filed. There are three types of Encounters applicable to mental health services under the Oregon Mental Health Services Waiver:

- (1) Mental Health Encounters are those that would be billed on a claim form in a fee-for-service delivery system under fee-for-service rules.
- (2) Outpatient Hospital Encounters are those that would be billed on the UB-92 claim form in a fee-for-service delivery system under fee-for-service rules, and the MHO enrollee has not been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide, for purposes of receiving the services.
- (3) Inpatient Hospital Encounters are those that would be billed on a UB-92 claim form in a fee-for-service delivery system under fee-for-service rules, and the MHO enrollee has been admitted to the facility as an inpatient, as defined in the OMAP Hospital Services Guide.

b. OMAP shall process all Encounter claims through the Medical Management Information System (MMIS) through DSM-IV, Axis I, Field 1. Division shall process all other fields of the Encounter data. Encounters that cannot be processed because of missing or erroneous data shall be "pending".

- (1) OMAP and/or Division shall notify County monthly of all pending Encounters.
- (2) County shall have the opportunity to correct all pending Encounters, within the time period identified in 1c(4), below.

c. Timeliness

- (1) Unless otherwise directed by Division, County will be granted a grace period for submitting Encounter Data in accordance with this Agreement. During the grace period, County shall work with Division and OMAP in developing and testing the encounter data system to assure reporting of accurate data upon expiration of the grace period. This grace period will end effective August 1, 1996.

- (2) County shall submit mental health Encounter Data to OMAP at least once per calendar month.
- (3) County shall submit all available non-third party resource Encounter Data to OMAP within 90 days of the month of service. County shall submit all Encounter Data to OMAP within 180 days of the month of service. County shall structure its subcontracts and reimbursement arrangements to encourage timely submission of billings.
- (4) County shall resubmit all corrected pending Encounters to OMAP within 30 days of the date that OMAP mails County a notice that the Encounters were pending.

d. Data Transmission and Format:

- (1) County shall submit all Encounter Data to OMAP via electronic media. OMAP shall accept data via industry standard modem, tape, cartridge, dedicated land wire, and floppy disk media.
- (2) County shall submit all data in a format approved by Division.

2. Data Set Requirements

- a. The data elements specified in this section constitute the required minimum data set. County is required to submit all of the data specified in this section. County may develop a data base to collect and store data reported electronically to the Encounter Data System or the Client Process Monitoring System to avoid re-entering data common to both systems or that information which does not change between reporting periods. Noncompliance shall be considered a breach of the terms of this Agreement.
- b. County shall submit the following identifying information for all Encounters:
  - (1) County's OMAP Prepaid Health Plan Provider Number
  - (2) MHO enrollee Name
  - (3) Medicaid Recipient Number, also known as the OMAP Prime Number
- c. For Mental Health Encounters, in addition to the identifying information listed in subsection 2b, County shall submit the following information:
  - (1) OMAP Performing Provider Number (CMHP Clinic or UPIN Number for practitioner subcontracting with County)

(2) Diagnosis Code(s)

Four fields have been provided to record diagnoses. The four or five digit diagnostic DSM-IV code should be used for all fields except for the fourth field. DSM-IV codes are to be reported at the highest level of specificity. The following describes what is required for each field.

(a) Field 1 is used to record the four or five digit DSM-IV, Axis I or Axis II, diagnostic code for the primary diagnosis.

(b) Field 2 is used to record either the

-- four or five digit DSM-IV, Axis I, diagnostic code for the secondary diagnosis, if any, or

-- four or five digit DSM-IV, Axis II, diagnostic code for the secondary diagnosis, if any.

(c) Field 3 is used to record either the:

-- four or five digit DSM-IV, Axis II, diagnostic code for the secondary diagnosis, if not recorded in field 2, or

-- four or five digit DSM-IV, Axis II, diagnostic code for the secondary diagnosis, if not recorded in field 2.

(d) Field 4 is used to record the DSM-IV, Axis V, global assessment of functioning (GAF) score 0-100 or if the MHO enrollee is a child, children's global assessment scale (CGAS). This information is required for every MHO enrollee receiving services and is to be updated each calendar quarter at the first encounter of that quarter.

(3) Date(s) of Service

(4) BA or CPT Code(s)

(5) Quantity of units of service provided

d. For Outpatient Hospital Encounters, in addition to the identifying information listed in subsection 2b, County shall submit the following information:

(1) OMAP Hospital Provider Number

(2) Revenue Code(s)

- (3) Date(s) of Service, including dates of admission and discharge
- (4) Line Item Charge(s)
- (5) Quantity of Units of Service Provided (Lab and X-ray only)
- (6) Diagnosis and Procedure Code(s). If possible, the diagnoses codes reported should meet the requirements specified in 2c(2).
- (7) CPT4 Code(s) (Lab and X-ray only) \_\_\_\_\_

e. For Inpatient Hospital Encounters, in addition to the identifying information listed in subsection 2b, County shall submit the following information:

- (1) OMAP Hospital Provider Number
- (2) Type of Admission Code
- (3) Patient Discharge Status Code
- (4) Date(s) of Service, including dates of admission and discharge
- (5) Revenue Code(s)
- (6) Total Charge
- (7) Diagnosis Code(s) If possible, the diagnoses codes reported should meet the requirements specified in 2c(3).
- (8) ICD9 Procedure Code(s) when a procedure is performed



**EXHIBIT D**  
**Health Plan Complaint Log**

1. Complete and submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.
  - a. Record each complaint once on the Health Plan Complaint Log. If the complaint covers more than one category, record the complaint in the predominant category.
  - b. All complaints are considered to be from the MHO enrollee perspective.
2. Send the form to:

Health Plan Unit  
Mental Health and Developmental Disability Services Division  
2575 Bittern Street  
Salem, OR 97310-0520
3. If you have any questions about this report, call the Managed Care/Quality Assurance Coordinator at 945-9497.
4. If you want this report on diskette, call the Technical Assistance/Contracts Coordinator at 945-9447.

## HEALTH PLAN COMPLAINT LOG

Mental Health Organization: \_\_\_\_\_

Quarter Ending: \_\_\_\_\_

Type of Issue	Category	No. of Complaints	No. of Resolutions	No. to Hearing
Access	Provider's office was difficult to contact			
	Language or cultural barrier or lack of interpreter services			
	Unable to schedule appointment in near future			
	No convenient appointment times available			
	No choice of clinicians or preferred clinician unavailable			
	Too far to travel for appointment or did not have transportation			
	Physical barrier to provider's office			
Quality of Care or Service	Client did not receive information about available services			
	Client believed quality of care inadequate			
	Client not satisfied with staff or clinician response; staff rude			
	Staff or clinician explanation/instructions unclear or incomplete			
	Other - attach explanation			
Denial of Service	Client wanted service which was not available			
	Client wanted more services than amount rendered			
	Client wanted to see practitioner of own choice			
	Client wanted service which is not covered			
	Client wanted service which was not medically necessary			
	Payment for services to nonpanel or other provider denied			
	Other			
<b>Totals</b>				

EXHIBIT E  
Solvency Plan and Financial Reporting

County's financial solvency assurances for Division under this Agreement are specified below. County shall provide assurance of solvency through maintenance of the restricted reserve fund as specified in subsection 1, below. County shall provide monthly, quarterly and annual utilization and financial information as specified in subsections 2 through 4, below.

1. County shall establish and maintain a restricted reserve fund as follows:
  - a. County shall provide a restricted reserve fund of \$250,000 upon the effective date of this Agreement and shall provide proof of the restricted reserve fund balance no later than two weeks after the date the first capitation payment is made by Division through OMAP to County under this Agreement.
  - b. No later than 60 calendar days after the end of each calendar quarter:
    - (1) County shall determine its average monthly fee-for-service liability for capitated services under this Agreement for the previous calendar quarter using Report E1, Restricted Reserves (Mental Health Only) Quarterly Report, attached to this exhibit. If County maintains a restricted reserve fund balance of \$250,000, County need not complete this calculation and may enter this amount on the line titled "Reserve Fund Requirement" of the Report E1.
    - (2) County shall adjust its restricted reserve fund to an amount equal to twice its average monthly fee-for-service liability for capitated services or \$250,000, whichever is less.
    - (3) County shall provide Division with Report E1, Restricted Reserves (Mental Health Only) Quarterly Report and a narrative explanation of its computation of Report E1, Restricted Reserves (Mental Health Only) Quarterly Report.
      - A. If Division believes that County has incorrectly computed the amount of its restricted reserve fund, Division shall, within 30 calendar days of receipt of the information in subsection b (3), above, notify County of the amount that County must maintain as its new restricted reserve fund.
      - B. Within 30 calendar days of any notice by Division under subsection A, above, County shall either:
        - (1) Adjust its restricted reserve fund to the amount specified by Division and provide assurances to Division that it is now maintaining that amount as its new restricted reserve fund,

or

- (2) File an appeal in writing that states in detail the reason for the appeal, and submit detailed financial records that support the alternate amount.

C. If County files an appeal, the Division Administrator or designee shall issue an appeal decision within 45 calendar days of the receipt of the appeal. That decision shall be binding upon County and not subject to further appeal.

- c. County shall maintain the restricted reserve fund specified in subsection a, above, during the next report quarter.
- d. County shall provide evidence of compliance with this subsection to Division within 60 calendar days of the end of each report quarter, by filing Report E1, Restricted Reserves (Mental Health Only) Quarterly Report.
2. County shall provide the utilization information using Report E2, Mental Health Monthly Utilization Overview, attached to this exhibit, on a monthly basis within 30 calendar days of the end of the month. Report E2, Mental Health Monthly Utilization Overview, will be discontinued once the encounter data system is successfully operational as determined by Division.
3. County shall provide third party collections using Report E3, Current Member Enrollment with Third Party Resources (Quarterly Report), attached to this exhibit, on a quarterly basis within 60 calendar days of the end of the calendar quarter. This report shall reflect all monies collected from third party resources on behalf of MHO enrollees.
4. County shall provide actual and project budget data (revenues and expenses) using Report E4, Projected Budget Requirements for Mental Health Services Waiver Business, attached to this exhibit, on a quarterly basis within 60 calendar days of the end of the calendar quarter.
5. All information to be reported by County under the requirements of this exhibit shall be sent to:

Health Plan Unit  
Mental Health and Developmental Disability Services Division  
2575 Bittern Street  
Salem, OR 97310-0520
6. If you have any questions about these reports, call the Financial Officer/Rates Analysis at 945-9423.
7. If you want these reports on diskette, call the Technical Assistance/Contracts Coordinator at 945-9447.

**Report E1: Restricted Reserve Quarterly Report.**

County: \_\_\_\_\_

Quarter for which Reserve Fund will cover: \_\_\_\_\_ through \_\_\_\_\_

**I. Restricted Reserve Level Determination (use data from latest month available):**

Month: \_\_\_\_\_

Year: \_\_\_\_\_

<b>Enrollees by Rate Category</b>	<b>Capitation Rate (excluding 6% administration)</b>	<b>Number of Monthly Enrollees</b>	<b>Monthly Fee-for-Service Liability for Capitated Services</b>
OHP Eligibles			
PLM Adults			
PLM Children			
GA Recipients			
AB/AD			
Without Medicare			
With Medicare			
OAA			
Without Medicare			
With Medicare			
CSD Foster Care Children			

**Total Monthly Fee-for-Service Liability: \$** \_\_\_\_\_**Reserve Fund Requirement: \$** \_\_\_\_\_  
(Two times Monthly Fee-for-Service Liability or  
\$250,000, whichever is less)**II. County's Reserve Fund Level:** \$ \_\_\_\_\_

Attach a copy of the current statement reflecting the level of funds within your Reserve Fund account. If the Reserve Fund is held in a combined account or pool with other entities, provide a statement from the pool or account manager that the amount in "II" is available to County and has not been obligated elsewhere.

## **Report E1: Restricted Reserve Quarterly Report.**

**General:** County must provide the base data used to determine the average monthly fee-for-service liability for Capitated Services if the restricted reserve level in Exhibit E of this Agreement is less than \$250,000. The restricted reserve only covers the mental health services provided by mental health organizations contracting with Division. Additional restricted reserves may be set aside through contractual requirements with other state agencies.

**Average Monthly Fee-For-Service Liability for Capitated Services:** The cost of mental health services that are offered by County to MHO enrollees that would be owed to creditors in the event of County's insolvency. These are expenditures for mental health services for which County is at risk and will vary in type and amount. These services may include out-of-area services, primary care services, referral services, and hospital services. Anticipated monthly non-service liabilities (such as insolvency insurance, hold harmless contracts liabilities, regulated and non-regulated guarantees liabilities, and other liabilities) are not included.

The fee-for-service liabilities are based on the total capitation payments for MHO enrollees in the plan in a month. Any subcapitation or salaried medical expenses are to be excluded from the fee-for-service liability. The formula is [(monthly capitation rate X monthly enrollees - subcapitation arrangements)]

**Capitation Rate:** The amount Division pays on a per member per month basis to County in advance of and as payment for the MHO enrollee's actual receipt of services.

**Detailed Financial Records:** Records that are used to develop the average monthly fee-for-service liability for Capitated Services. County must show that a restricted account has the amount specified in Exhibit E of this Agreement and must identify the third-party holding the account. OMAP has developed a model depository agreement that County may use to discuss the restricted reserve with a financial institution. Contact OMAP for a copy of the model agreement.

**County's Reserve Fund Level:** The restricted reserve fund balance as of the beginning of the report period.

**Monthly Enrollees:** The number of MHO enrollees eligible for a full month added to the number of MHO persons enrolled for less than the full month.

**Provide Quarterly:** Submitted four times a calendar year with information compiled over three months (i.e., January-March information submitted by May 31st; April-June information submitted by August 31st; July-September information submitted by November 30th; October-December information submitted by February 28th).

**Restricted Reserve Fund:** A fund held by a third party whereby funds are deposited into the account for use only in the event of County's insolvency.

**Report E2: Mental Health Monthly Utilization Overview.**

County: \_\_\_\_\_ Report Period: \_\_\_\_\_ through \_\_\_\_\_.

**Instructions:** Provide utilization and enrollee information for mental health services provided under the Oregon Mental Health Services Waiver.

<b>Enrollee Information</b>		<b>Number</b>
1. Total Number of Enrollees This Month		
2. Number of Enrollees Who Received Services		
<b>Utilization Information</b>	<b>No. of Enrollees Served</b>	<b>No. of Units of Services Provided</b>
3. Number of Enrollee Contacts		
4. Provider Based Services		
a. Assessment and Evaluation		
b. Case Management		
c. Consultation		
d. Medication Management		
e. Outpatient Therapy		
f. Supportive Day Program		
g. Other Services (Specify)		
<b>Inpatient Utilization Information</b>	<b>No. of Days</b>	<b>No. of Discharges</b>
5. Acute Inpatient Services		

NOTE: A unit of service equals 15 minutes as reflected in the BA Code List dated September 7, 1994.

## **Report E2: Mental Health Quarterly Utilization Overview.**

**Number of Enrollees Served:** the unduplicated count of MHO enrollees who received services.

**Number of Units of Services Provided:** The total number of services provided. any given MHO enrollee may receive more than one services.

1. **Total Number of Enrollees This Month:** The number of enrollees County was capitated for during the month of the report period.
2. **Number of Enrollees Who Received Services:** An unduplicated count of the number of MHO enrollees who were served during the month.
3. **Number of Enrollee Contacts:** The sum of MHO enrollees who received capitated services in the report period.
4. **Provider Based Services:** Those services provided in a non-acute inpatient care setting, such as an office or outpatient clinic.
  - a. **Assessment and Evaluation:** Those services coded with BA 008, 009, 010, 108, 109 or 110.
  - b. **Case Management:** Those services where the provider is responsible for coordinating and controlling access to or initiating and/or supervising other mental health services needed by the enrollee. Those services coded with BA 045, 046 or 146.
  - c. **Consultation:** Those services coded with BA 017, 117 or 118.
  - d. **Medication Management:** Those services coded with BA 019, 026, 119 or 126.
  - e. **Outpatient Therapy:** Those services coded with BA 011, 013, 015, 025, 111, 112, 113, 114, 115, 116 or 125.
  - f. **Supportive Day Program:** Those services coded with BA 021, 023, 024, 120, 121, or 122.
  - g. **Other Services (Specify):**
4. **Acute Inpatient Services:** Those services provided in an inpatient hospital setting specializing in psychiatric services. Do not include services provided in holding rooms.
  - a. **Number of Days:** The count of the incurred inpatient days paid for during the report period.
  - b. **Number of Discharges:** The number of MHO enrollees discharged from the inpatient unit.



**Report E3: Current Member Enrollment With Third Party Resources (Quarterly Report).**

County: \_\_\_\_\_ Report Period: \_\_\_\_\_ through \_\_\_\_\_.

**Purpose:** Provide third party resource information for your mental health business under the Oregon Mental Health Services Waiver. Separate amounts collected by Medicare and non-Medicare and capitation rate category. This report is on a cash basis.

Capitation Rate Category	1996 Capitation Rate*	Medicare Collections	Non-Medicare Collections
1. PLM-<100%, ADC, New Eligibles	9.04		
2. PLM-Child (100%-133%FPL)	3.37		
3. PLM-W >100% FPL	3.94		
4. GA	99.44		
3. Aid to Blind/Disabled with Medicare	70.39		
4. Aid to Blind/Disabled without Medicare	92.34		
5. CSD Children (Foster Care Eligibles)	148.87		
6. Total Collections			

\*Rates include 6% administrative add-on

**Instructions:**

1. Account for third party resource collections in a manner which will allow identification of the source of revenue and the rate category for which the enrollee falls. The rate category for each enrollee is included on the enrollee list received from OMAP.
2. Enter the dollar amount **collected** during the report period from Medicare for enrollees by capitation category.
3. Enter the dollar amount **collected** during the report period from Non- Medicare sources for enrollees by capitation category.
4. Retain documentation to support third party collections in a manner which identifies enrollees, prime numbers, amounts received, source of revenue, and revenue type.

**Report E4: Projected Budget Requirements for Mental Health Services Waiver Business**

County: \_\_\_\_\_ Report Period: \_\_\_\_\_ through \_\_\_\_\_

**Instructions:** Using figures from last quarter, estimate the budget requirements for the next three quarters. This report is on a cash basis.

Category	Report Quarter —	Forecast Quarter —	Forecast Quarter —	Forecast Quarter —
1. Total Enrollee Months				
<b>REVENUE</b>				
2. Total Capitation Payment Revenue				
3. Total Other Revenue (by source)				
4. Total Revenue				
<b>HEALTH CARE EXPENSES</b>				
5. Total Medical Expenses				
6. Total Hospital Expenses				
7. Total Other Expenses				
8. Total Health Care Expenses				
<b>ADMINISTRATIVE EXPENSES</b>				
9. Total Marketing Expense				
10. Total General and Administrative Expense				
11. Total Administrative Expenses				
12. Operating Profit				
13. Total Business Expenses				
14. Operating Profit after Business Expenses				

#### **Report E4: Projected Budget Requirements for Mental Health Services Waiver Business**

1. **Total Enrollee Months:** The sum of enrollees County was capitated for during the report period. NOTE: Capitation for an infant in the month an infant is born to a mother who is an enrollee is prorated so newborn capitation may be less than a full enrollee month in the month of birth.
2. **Total Capitation Payment Revenue:** Revenue recognized on a prepaid basis for enrollees for provision of mental health services over a defined period of time. If advance payments are made to County for more than one report period, the portion of the payment that has not yet been earned must be treated as a liability (unearned capitation payments).
3. **Total Other Revenue:** Revenue recognized by County for fee-for-service payments, Title XVIII Medicare, Title XIX-Other Medicaid, Investment, Copayments, Coordination of Benefits and Subrogation, and Other Revenues.
4. **Total Revenue:** The sum of lines 2 and 3.
5. **Total Medical Expenses:** Expenses for Physician Services, Other Professional Services, Outside Referral Services, Emergency Room, Out-of-Area Services, and Occupancy, Depreciation and Amortization.
6. **Total Hospital Expenses:** Expenses for Inpatient services.
7. **Total Other Expenses:** Expenses for Incentive Pool and Withhold Adjustments, Other Medical and Hospital Expenses, and Reinsurance Expenses Net of Recoveries.
8. **Total Health Care Expenses:** The sum of lines 5 through 7.
9. **Total Marketing Expense:** Expenses directly related to marketing activities such as advertising, printing, marketing representation compensation and fringe benefits, commissions, broker fees, travel and other expenses allocated to the marketing activities.
10. **Total General and Administrative Expense:** Expenses for Compensation, Interest, Occupancy, Depreciation and Amortization, Extraordinary Items, Provision for Federal Income Taxes, and Other Administrative Expenses.
11. **Total Administrative Expenses:** The sum of lines 9 and 10.
12. **Operating Profit:** Line 4 minus line 8.
13. **Total Business Expenses:** The sum of lines 8 and 11.
14. **Operating Profit After Business Expenses:** Line 4 minus line 13.

**E5: Risk Sharing Arrangement Calculation Worksheet**

County: \_\_\_\_\_ Report Month of: \_\_\_\_\_

**Purpose:** Provide claims experience data for the period of April 1, 1996 through June 30, 1997.

Procedure Code	FFS Rate	Provider Type	Unit Size	Total UNITS of Service Paid To-Date	Total DOLLARS Paid To-Date for Each Procedure
BA 008	27.69	Any	15		
BA 009	18.76	Any	15		
BA 010	4.76	Any	15		
BA 011	18.76	Any	15		
BA 013	18.76	Any	15		
BA 015	6.25	Any	15		
BA 016	6.25	Any	15		
BA 017	18.76	Any	15		
BA 021	4.76	Any	15		
BA 023	6.63	Any	15		
BA 024	13.26	Any	15		
BA 025	27.69	Any	15		
BA 026	27.69	Any	15		
BA 040	6.44	Any	15		
BA 045	7.50	Any	15		
BA 046	19.59	Any	15		
BA 108	27.69	Any	15		
BA 109	18.76	Any	15		
BA 110	18.76	Any	15		
BA 111	18.76	Any	15		
BA 112	18.76	Any	15		
BA 113	18.76	Any	15		
BA 114	18.76	Any	15		
BA 115	6.25	Any	15		
BA 116	6.25	Any	15		
BA 117	18.76	Any	15		
BA 118	18.76	Any	15		

Procedure Code	FFS Rate	Provider Type	Unit Size	Total UNITS of Service Paid To-Date	Total DOLLARS Paid To-Date for Each Procedure
BA 119	18.76	Any	15		
BA 120	6.63	Any	15		
BA 121	4.76	Any	15		
BA 122	13.26	Any	15		
BA 125	27.69	Any	15		
BA 126	27.69	Any	15		
BA 140	6.44	Any	15		
BA 146	19.59	Any	15		
Case Mgmt	13.87	Any	15		
Inpatient	675	Any	24		
Total Paid To Date					\$
Total Unpaid Claims Incurred During the Current or Previous Months					\$
Total Risk Paid or Incurred To Date					\$

**Instructions:**

1. Enter the total units of services paid to-date (from start of contract period through current reporting month) for each BA code in the column labeled "Total Units of Service Paid To-Date".
2. Multiply the units of services paid to-date by the FFS rate for each BA code and enter the amount in the column labeled "Total Dollars Paid To-Date for Each Procedure".
3. Total the figures recorded in the "Total Dollars Paid To Date for Each Procedure" column and enter the sum in the cell labeled "Total Paid To Date".
4. Enter the total claims incurred during the current month but not paid in the cell labeled "Total Unpaid Claims Incurred During the Current or Previous Months". It is permissible to use utilization projections based on authorizations.
5. Add the figure recorded in the cell labeled "Total Paid To Date" to the figure recorded in the cell labeled "Total Unpaid Claims Incurred During the Current or Previous Months" and enter the sum in the cell labeled "Total Risk Paid or Incurred To Date."

EXHIBIT F  
Mental Health Services Practitioner Report

1. Compute average wait times by looking at the schedule to determine how long an MHO enrollee would have to wait for an assessment and a clinical visit if an appointment was to be scheduled. This is performed on the last day of the quarter.
2. List mental health practitioners by type, practitioner degree or license, speciality, location and clinic/agency. Indicate whether this person is a full-time employee (FTE = 1.0) or works only a portion of the time. Where possible, indicate only the portion of the individual's time allocated to work included under this Agreement.
3. Subtotal the number of practitioners and FTE for each practitioner type.
4. Total the number of practitioners and FTE for the reporting period.
5. Changes in the list of practitioners and FTE from one reporting period to the next may be reported by either:
  - a. Completing and submitting a new report;
  - b. Submitting the report for the previous quarter which indicates practitioners no longer used by drawing a line through text and indicates new practitioners by writing in new information. The subtotals and totals for number of practitioners and FTE would be adjusted as appropriate.
  - c. Submitting a new report which only lists deleted or added practitioners or changes in FTE for existing practitioners. Practitioners no longer used would be indicated by bracketed text. New practitioner information would be added. Additions and deletions are to be recorded under the correct practitioner type and subtotals and totals adjusted as appropriate.
6. Submit this form on a quarterly basis within 60 calendar days of the end of the calendar quarter.
7. Send the form to the following address:

Health Plan Unit  
Mental Health and Developmental Disability Services Division  
2575 Bittern Street  
Salem, OR 97310-0520

8. If you have any questions about this report, call the Managed Care/Quality Assurance Coordinator at 945-9497.
9. If you want this report on diskette, call the Technical Assistance/Contracts Coordinator at 945-9447.

# MENTAL HEALTH SERVICES PRACTITIONER REPORT

Mental Health Organization: \_\_\_\_\_

Quarter Ending: \_\_\_\_\_

Average Wait Time Until Intake/Assessment: \_\_\_\_\_

Average Wait Time Until First Clinical Visit: \_\_\_\_\_

Name of Practitioner by Type	Degree	License	Specialty	FTE	Location	Clinic/Agency
Adult Psychiatrist, Board Certified						
<b>Subtotal</b>				<b>Subtotal</b>		
Child Psychiatrist, Board Certified						
<b>Subtotal</b>				<b>Subtotal</b>		
Adult Psychiatrist, Not Board Certified						
<b>Subtotal</b>				<b>Subtotal</b>		
Child Psychiatrist, Not Board Certified						
<b>Subtotal</b>				<b>Subtotal</b>		

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Name of Practitioner by Type	Degree	License	Specialty	FTE	Location	Clinic/Agency
Physician, Other Than Psychiatrist						
Subtotal				Subtotal		
PhD Psychologist, Licensed						
Subtotal				Subtotal		
PhD Psychologist, Not Licensed						
Subtotal				Subtotal		
PhD, Other Than Psychologist, Not Licensed						
Subtotal				Subtotal		
Psychiatric Nurse Practitioner						
Subtotal				Subtotal		

Name of Practitioner by Type	Degree	License	Specialty	FTE	Location	Clinic/Agency
Registered Nurse						
<b>Subtotal</b>				<b>Subtotal</b>		
Masters of Social Work - Licensed						
<b>Subtotal</b>				<b>Subtotal</b>		
Masters of Social Worker - Not Licensed						
<b>Subtotal</b>				<b>Subtotal</b>		
Mental Health Related Masters, LPC						
<b>Subtotal</b>				<b>Subtotal</b>		
Mental Health Related Masters, Not Licensed						
<b>Subtotal</b>				<b>Subtotal</b>		

Name of Practitioner by Type	Degree	License	Specialty	FTE	Location	Clinic/Agency
Non-Mental Health Related Masters						
Subtotal				Subtotal		
Qualified Mental Health Professionals w/o Masters						
Subtotal				Subtotal		
Qualified Mental Health Associates, Not Elsewhere						
Subtotal				Subtotal		
Paraprofessional Staff						
Subtotal				Subtotal		

Total Mental Health Practitioners: \_\_\_\_\_

Total FTE: \_\_\_\_\_

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EXHIBIT G  
System of Care Standards

1. Organized Systems of Care for Children and Adolescents:

In addition to the services the County will provide, children with mental or emotional disorders frequently require treatment and other services from more than one public agency such as child welfare, special education, and juvenile justice. To best serve these children and to avoid duplicating services and costs, the services should be delivered through organized systems of care. A system of care is community-based and contains an adequate range and intensity of service options on the part of all participants in the treatment continuum so that: (1) the child and family can be involved in the planning and provision of services; (2) the child has access to the appropriate level of care; and (3) services can be individualized to meet each child's treatment needs while allowing the child to remain at home or close to home in the least restrictive environment possible.

Some system of care services included in the capitation rate are: urgent and emergency services; crisis services; mental health assessment and comprehensive evaluation; individual, family and group therapies; psychiatric assessment and treatment services; individual and group skills development; intensive therapeutic structure and support; case management; consultation with families, schools, and other agencies and professionals; medication management and monitoring; local acute psychiatric hospitalization; and individualized service planning. It is important to note that services for children provided in non-clinic settings such as at home, in school, and in the community have been found to be essential components of the system of care. Case management of the integration of services delivered through multiple agencies and coordination of the activities of multi-disciplinary or multi-agency teams working with the child are also essential facets of the system of care.

2. Practitioner Choice:

Each MHO enrollee shall have the opportunity to participate in the selection/assignment of an appropriate individual practitioner and service site that provides mental health care to that MHO enrollee.

3. Screening:

Early identification of mental disorders and early intervention and prevention strategies are critical. County shall assure physical health care contractors and practitioners in the coverage area are provided information on screening techniques for early detection of mental disorders and information on the MHO referral procedures.

4. Dual or Multiple Diagnosis:

County shall assure that children with emotional disturbances will be appropriately screened, evaluated, referred, and treated for concurrent dual or multiple diagnoses such as chemical dependency, mental retardation or developmental disability. County shall also assure that MHO enrollees presenting for non-mental illness related issues will be appropriately screened, evaluated, referred and treated for dual or multiple diagnoses including mental illness.

5. 24-hour Response:

County shall be responsible for urgent and emergency mental health response 24 hours a day, seven days a week. Such response capacity must, at a minimum, include availability of a qualified provider staff by telephone and in person. The qualified staff or other trained personnel must be able to assess the nature of the immediate situation and provide triage and, if necessary, treatment for the MHO enrollee.

6. Emergency Acute Inpatient Hospital Psychiatric Care:

County shall provide emergency hospitalization for psychiatric and related health conditions that warrant immediate psychiatric assessment and intervention in a round-the-clock medically supervised setting.

7. Coordination with Other Emergency Services:

County shall coordinate with other emergency services available in the community, such as police, juvenile, court, and public mental health, to promote appropriate response to MHO enrollees experiencing mental health crises.

8. Involuntary Psychiatric Services:

County shall provide a full array of mental health services, including making use of the legal mechanisms in ORS Chapter 426 to assure treatment to those MHO enrollees who may not voluntarily accept that treatment.

- a. County shall make a reasonable effort to provide emergency mental health treatment on a voluntary basis in lieu of involuntary treatment. County shall make use of an emergency psychiatric hold only when a less restrictive voluntary service will not meet the clinical needs of an MHO enrollee and the behavior of the MHO enrollee fulfills legal standards for the placement of an emergency psychiatric hold. County shall have clinical guidelines in place which describe the appropriate use of emergency psychiatric holds and alternatives to involuntary treatment. County shall only use state-approved psychiatric inpatient and non-inpatient facilities that are approved by Division to provide emergency psychiatric holds.

- b. In the event of involuntary treatment, County shall administer medication to a civilly committed MHO enrollee, regardless of setting, only as provided by statute and administrative rule.
- c. At the point in the treatment process when it is medically determined that the committed MHO enrollee no longer benefits from treatment in an acute psychiatric care setting, but requires hospital level of treatment, County shall coordinate the transfer for admission to long-term psychiatric care at the state psychiatric hospital.

9. Flexible Service:

The service delivery system shall be flexible in nature and shall assure that MHO enrollees in all diagnostic groups have both appropriate access to individualized services and continuity of care. A flexible approach includes, but is not limited to: flexible hours of operation, availability of outreach and home-based services, and use of peer and culturally diverse representatives to engage difficult-to-reach MHO enrollees.

10. Self-referral:

County shall make access to assessment and evaluation for mental health services available to MHO enrollees who choose to self-refer rather than being referred from primary health care or specialty care providers. Self-referred MHO enrollees shall be provided mental health services as deemed necessary by County.

11. Scheduling and Response:

County shall assure that: (1) scheduling of appointments will be timely; (2) post-hospital (inpatient acute or state hospital) appointments will be scheduled within five working days after discharge and occur no later than ten working days after discharge; (3) missed appointments will be followed up, including rescheduling as clinically indicated; and (4) a response to each telephone call requiring the assistance of a mental health provider will be made within a reasonable time.

12. Transfer:

County shall assure that, when MHO enrollees transfer from one County practitioner to another within the delivery system, the treatment will not be compromised during this transfer.

13. Travel Time to Service Sites:

County shall assure that routine travel time to the County practitioner does not exceed the community standard, or one half hour, whichever is less, for 90 percent of MHO enrollees.

14. Non-English Speaking:

County shall have written procedures for responding to calls in the primary language of each substantial population of non-English speaking MHO enrollees served by County. "Substantial" is defined as 35 non-English speaking households which have the same language. A non-English speaking household is a household that does not have an adult who is fluent in English.

During business hours, County shall make available qualified interpreters for the primary language of each substantial population of non-English speaking MHO enrollees. Interpreters should be capable of communicating in English and the primary language of the MHO enrollee and be able to translate service information effectively.

15. Case Management:

County shall provide a level of case management for an MHO enrollee commensurate with the MHO enrollee's service need, level of care, and diagnostic condition.

16. Linkage with Services Not Covered by the Capitated Rate:

It is anticipated that MHO enrollees will move between levels of care such as admission to and discharge from state-funded extended care resources (state psychiatric inpatient facilities, child and adolescent residential treatment settings). County shall coordinate admission and discharge planning with state-funded facilities, including negotiation of the treatment objectives and projected length-of-stay. Upon determination and notice of readiness for discharge from the extended care resource, County shall accept an MHO enrollee into its mental health program of capitation-funded services within five working days. Division shall pay for mental health services on a fee-for-service basis until the monthly capitation rate for the MHO enrollee is effective. This expectation is contingent upon the County's receipt of notice of discharge from the state-funded extended care resource.

17. Consultation:

Clinical consultation shall be available between the County's mental health program and the enrollee's physical health care practitioners. It is expected that consultation will be available and used both ways between physical health care and mental health practitioners.

18. Monitoring Access:

County shall have effective methods for monitoring access standards and appointment procedures, as well as efficient strategies for taking prompt corrective action when service access falls below standard.

EXHIBIT H  
Compliance with State Laws

County shall comply with the conditions set out in all state and local laws applicable to the work under this Agreement, including those Oregon Revised Statutes described below, which County agrees shall apply to and govern the performance of this Agreement.

- A. 279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the County shall:
- (1) Make payment promptly, as due, to all persons supplying to such County labor or material for the prosecution of the work provided for in such contract.
  - (2) Pay all contributions or amounts due the Industrial Accident Fund from such County or subcontractor incurred in the performance of the contract.
  - (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. 279.314 Condition concerning payment of claims by public officers.
- (1) Every public contract shall also contain a clause or condition that if the County fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the County or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the County by reason of such contract.
  - (2) The payment of a claim in the manner authorized in this section shall not relieve the County or the County's surety from obligation with respect to any unpaid claims.
- C. 279.316 Condition concerning hours of labor.
- (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one



week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.061, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- (3) This Agreement is a personal services contract as defined in ORS 279.051 and OAR 125-310-092.

D. 279.320 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall also contain a condition that the County shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such County, of all sums which the County agrees to pay for such services and all monies and sums which the County collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

E. As required by ORS 279.555, in the performance of this Agreement the County shall use, to the maximum extent economically feasible, recycled paper.

F. 656.027 Conditions concerning workers' compensation coverage.

County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all of their employees.

**EXHIBIT I**  
**Compliance with Federal Laws and Requirements**

1. Non-discrimination

County shall comply with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1973, Section V of the Rehabilitation Act of 1973 as amended, 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.

2. Tort Claims

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

3. Additional Federal Requirements

a. County certifies, to the best of County's knowledge and belief, that:

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

and that all subrecipients shall certify and disclose accordingly.

- (4) County is solely responsible for all liability arising from a failure by County to comply with the terms of this certification. Additionally, County promises to indemnify Division for any damages suffered by Division as a result of County's failure to comply with the terms of this certification.
  - (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.
- b. If the sums payable to County under this Agreement exceed \$100,000, County shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, (42 U.S.C. 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 Division, the Department of Health and Human Services and to the US EPA Assistant Administrator for Enforcement (EN-329).
  - c. County shall comply with any applicable mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Title III, Part C, Public Law 94-165).
  - d. If the sums payable to County exceed \$10,000, County shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
  - e. County and any laboratories used by County shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:  
  
All laboratory testing sites providing services under this Agreement shall have either a Clinical Laboratory Improvement Amendments (CLIA) certificate of waiver or a certificate of registration along with a CLIA identification number. Those laboratories with certificates of waiver will provide only the eight types of tests permitted under the terms of their waiver. Laboratories with certificates of registration may perform a full range of laboratory tests.
  - f. 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.

- g. County shall comply with all other applicable federal law.
- h. If County lets any subcontracts, County shall take affirmative steps to: include qualified small and minority and women's businesses on solicitation lists, assure that small and minority and women's businesses are solicited whenever they are potential sources, divide total requirements into smaller tasks or quantities when economically feasible so as to permit maximum small and minority and women's business participation, establish delivery schedules when requirements permit which will encourage participation by small and minority and women's businesses, and use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

County shall include the provisions of 3a-3d and 3f-3g above in all subcontracts and provisions of 3e when subcontracting with a clinical laboratory.