

ANNOTATED MINUTES

Tuesday, October 14, 1997 - 10:00 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

LAND USE PLANNING MEETING

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

- P-1 SEC 13-97 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE Regarding Appeal of the Hearings Officer Decision Approving a Significant Environmental Concern Permit for Development of a Single Family Dwelling on Lands Designated Rural Residential, for Property Located at 18988 NW KING ROAD, PORTLAND

VICE-CHAIR HANSEN ADVISED THE CASE HAS SETTLED.

- P-2 CS 3-97/PLA 5-97 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE Regarding Appeal of the Hearings Officer Decision Approving a Community Service Use and Property Line Adjustment, Subject to Conditions and Approval, for Property Located at 4280 NW NORTH ROAD, PORTLAND

FOLLOWING DISCUSSION WITH PLANNER BOB HALL, APPELLANTS' SUBSTITUTE ATTORNEY ANDY DAVIS AND TUALATIN VALLEY WATER DISTRICT REPRESENTATIVE KEVIN HANWAY AND ATTORNEY LAWRENCE DERR, IT WAS DETERMINED THAT APPELLANTS WOULD WAIVE THE TIME LIMIT IN ORDER TO BE ABLE TO ACCOMMODATE THE ONE TO TWO WEEK SET OVER REQUESTED BY APPELLANTS' ATTORNEY. AT THE REQUEST OF VICE-CHAIR HANSEN AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, IT WAS UNANIMOUSLY APPROVED THAT THE DE

**NOVO HEARING BE RESET TO 9:30 AM, TUESDAY,
OCTOBER 28, 1997.**

The land use meeting was adjourned and the briefing convened at 9:40 a.m.

Tuesday, October 14, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

B-1 Metro Regional Framework Plan Update. Presented by Lisa Naito.

***LISA NAITO PRESENTATION AND RESPONSE TO
BOARD QUESTIONS AND DISCUSSION.***

There being no further business, the briefing was adjourned at 9:54 a.m.

Thursday, October 16, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Gary Hansen and Commissioner Dan Saltzman present, and Commissioners Sharron Kelley and Tanya Collier excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER HANSEN,
SECONDED BY COMMISSIONER SALTZMAN, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-8)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

C-1 Appointment of Jason Dimen and Re-Appointments of Jim Duncan, Robert Jones and Jack Adams to the CITIZEN INVOLVEMENT COMMITTEE

- C-2 Appointments of Katherine Riley, Douglas Brown and Penny Tompkins to the DUII COMMUNITY ADVISORY BOARD
- C-3 Appointments of Anne Sweet, Robert Jester, Sharon McCormack and Gary Oxman to the LOCAL PUBLIC SAFETY COORDINATING COUNCIL

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 Intergovernmental Revenue Agreement 102708 with Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Children and Adults Enrolled in the Oregon Health Plan Medicaid Demonstration Project

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-5 Amendment 2 to Intergovernmental Agreement 700547 with Oregon State Health Division, Funding Study Design, Implementation and Evaluation Services for the Truancy Diversion Project through September 30, 1998

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 ORDER Authorizing Execution of Deed D971487 Upon Complete Performance of Contract 15741 with Shril D. Lomax and David J. Lomax

ORDER 97-184.

DEPARTMENT OF HEALTH

- C-7 Budget Modification HD 4 Adding \$12,000 and a .18 FTE Principal Investigator to the Health Planning and Development Budget Funded with STARS Grant Funds
- C-8 Budget Modification HD 5 Adjusting FTE's in Various Work Units to Reflect Program Changes within the Health Department

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.

DISTRICT ATTORNEY'S OFFICE

R-2 RESOLUTION Honoring and Remembering Kelly G. Bacon

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-2. MICHAEL SCHRUNK READ RESOLUTION.
BOARD COMMENTS. RESOLUTION 97-185
UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

R-3 PROCLAMATION Proclaiming the Week of October 27 through 31,
1997 CONSTRUCTION AWARENESS WEEK in Multnomah County,
Oregon

***COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-3. PROCLAMATION READ. PROCLAMATION
97-186 UNANIMOUSLY APPROVED.***

R-4 Presentation and Acknowledgement of National Association of County
Information Officers Award of Excellence Awarded to Multnomah
County Animal Control for the "Animal Control Web Site" Computer
Media Category

***BOARD ACKNOWLEDGEMENT AND COMMENTS
IN SUPPORT OF AWARD RECIPIENTS JOHN
ROWTON OF ANIMAL CONTROL AND JEANNE
MCKIRCHY-SPENCER OF WHITEHORSE STUDIOS.***

R-5 RESOLUTION Authorizing the Sale of Certain County Owned Property
at Edgefield to the City of Troutdale

***COMMISSIONER HANSEN MOVED AND
COMMISSIONER SALTZMAN SECONDED,
APPROVAL OF R-5. BOB OBERST, ERIK
KVARSTEN, TIM SERCOMBE, ROBERT
TRACHTENBERG AND TOM SPONSLER
EXPLANATION AND RESPONSE TO BOARD***

**QUESTIONS AND DISCUSSION. BOARD
CONSENSUS THAT IF EURO CENTER
NEGOTIATIONS FALL THROUGH, THE PROPERTY
REVERTS BACK TO COUNTY. RESOLUTION 97-187
UNANIMOUSLY APPROVED.**

DEPARTMENT OF SUPPORT SERVICES

R-6 Intergovernmental Agreement 400142 with the City of Portland for
Printing and Duplicating Services on a Requirements Basis through
December 31, 1997

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-6. FRANNA HATHAWAY EXPLANATION AND
RESPONSE TO BOARD QUESTIONS. AGREEMENT
UNANIMOUSLY APPROVED.**

R-7 RESOLUTION Adopting Multnomah County's Investment Policy

**COMMISSIONER SALTZMAN MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL
OF R-7. HARRY MORTON EXPLANATION AND
RESPONSE TO BOARD QUESTIONS. RESOLUTION
97-188 UNANIMOUSLY APPROVED.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-8 HV 7-97/SEC 14-97 Report to the Board the Hearings Officer Decision
Regarding Denial of a Request for a Setback Variance for an Accessory
Building and a Request for Approval of a Replacement Dwelling for
Property Located at 13700 NW NEWBERRY ROAD, PORTLAND; and
Due to Receipt of a Notice of Review Filed in this Matter, a Request that
the Board Set a DE NOVO HEARING, TESTIMONY LIMITED TO 20
MINUTES PER SIDE, for 9:30 AM, TUESDAY, OCTOBER 21, 1997

**UPON MOTION OF COMMISSIONER SALTZMAN,
SECONDED BY COMMISSIONER HANSEN, IT WAS
UNANIMOUSLY APPROVED THAT A DE NOVO
HEARING, TESTIMONY LIMITED TO 20 MINUTES
PER SIDE BE SCHEDULED FOR 9:30 AM,
TUESDAY, OCTOBER 21, 1997.**

R-9 LD 9-95a Report to the Board the Hearings Officer Decision Regarding Denial of a Request for a Three Parcel Land Division on Property Located at Approximately 5000 NW 124th AVENUE, PORTLAND; and Due to Receipt of a Notice of Review Filed in this Matter, a Request that the Board Set a DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE, for 9:30 AM, TUESDAY, DECEMBER 16, 1997

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT A DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE BE SCHEDULED FOR 9:30 AM, TUESDAY, DECEMBER 16, 1997.

The regular meeting was adjourned and the briefing convened at 10:00 a.m.

Thursday, October 16, 1997 - 10:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

B-2 Planned Housing Audit Implementation; Community Action Commission, Housing Audit Link Presented by Gary Hansen, Lorenzo Poe and Iris Bell.

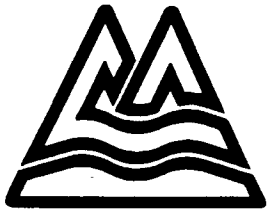
GARY HANSEN, LOLENZO POE, IRIS BELL, JOHNNIE GAGE AND JIM CLAY PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned at 10:30 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

DEBORAH BOGSTAD, BOARD CLERK
OFFICE OF BEVERLY STEIN, COUNTY CHAIR
1120 SW FIFTH AVENUE, SUITE 1515
PORTLAND, OREGON 97204-1914
TELEPHONE • (503) 248-3277
FAX • (503) 248-3013

| 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 |

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA

FOR THE WEEK OF
OCTOBER 13, 1997 - OCTOBER 17, 1997

Tuesday, October 14, 1997 - 9:30 AM - Board Briefing..... Page 2

Tuesday, October 14, 1997 - 10:00 AM - Land Use Planning Page 2

Thursday, October 16, 1997 - 9:30 AM - Regular Meeting Page 3

Thursday, October 16, 1997 - 10:30 AM - Board Briefing Page 5

Thursday Meetings of the Multnomah County Board of Commissioners are *cable-cast* 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 BOARD CLERK AT (503) 248-3277, OR MULTNOMAH COUNTY TDD PHONE (503) 248-5040, FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

AN EQUAL OPPORTUNITY EMPLOYER

Tuesday, October 14, 1997 - 9:30 AM
Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-1 Metro Regional Framework Plan Update. Presented by Lisa Naito. 30 MINUTES REQUESTED.
-

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LAND USE PLANNING MEETING

- P-1 SEC 13-97 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE Regarding Appeal of the Hearings Officer Decision Approving a Significant Environmental Concern Permit for Development of a Single Family Dwelling on Lands Designated Rural Residential, for Property Located at 18988 NW KING ROAD, PORTLAND
- P-2 CS 3-97/PLA 5-97 DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE Regarding Appeal of the Hearings Officer Decision Approving a Community Service Use and Property Line Adjustment, Subject to Conditions and Approval, for Property Located at 4280 NW NORTH ROAD, PORTLAND

Thursday, October 16, 1997 - 9:30 AM
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REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 Appointment of Jason Dimen and Re-Appointments of Jim Duncan, Robert Jones and Jack Adams to the CITIZEN INVOLVEMENT COMMITTEE
- C-2 Appointments of Katherine Riley, Douglas Brown and Penny Tompkins to the DUII COMMUNITY ADVISORY BOARD
- C-3 Appointments of Anne Sweet, Robert Jester, Sharon McCormack and Gary Oxman to the LOCAL PUBLIC SAFETY COORDINATING COUNCIL

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-4 Intergovernmental Revenue Agreement 102708 with Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Children and Adults Enrolled in the Oregon Health Plan Medicaid Demonstration Project

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE

- C-5 Amendment 2 to Intergovernmental Agreement 700547 with Oregon State Health Division, Funding Study Design, Implementation and Evaluation Services for the Truancy Diversion Project through September 30, 1998

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-6 ORDER Authorizing Execution of Deed D971487 Upon Complete Performance of Contract 15741 with Shril D. Lomax and David J. Lomax

DEPARTMENT OF HEALTH

- C-7 Budget Modification HD 4 Adding \$12,000 and a .18 FTE Principal Investigator to the Health Planning and Development Budget Funded with STARS Grant Funds
- C-8 Budget Modification HD 5 Adjusting FTE's in Various Work Units to Reflect Program Changes within the Health Department

REGULAR AGENDA

PUBLIC COMMENT

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

DISTRICT ATTORNEY'S OFFICE

- R-2 RESOLUTION Honoring and Remembering Kelly G. Bacon

NON-DEPARTMENTAL

- R-3 PROCLAMATION Proclaiming the Week of October 27 through 31, 1997 CONSTRUCTION AWARENESS WEEK in Multnomah County, Oregon
- R-4 Presentation and Acknowledgement of National Association of County Information Officers Award of Excellence Awarded to Multnomah County Animal Control for the "Animal Control Web Site" Computer Media Category
- R-5 RESOLUTION Authorizing the Sale of Certain County Owned Property at Edgefield to the City of Troutdale

DEPARTMENT OF SUPPORT SERVICES

- R-6 Intergovernmental Agreement 400142 with the City of Portland for Printing and Duplicating Services on a Requirements Basis through December 31, 1997
- R-7 RESOLUTION Adopting Multnomah County's Investment Policy

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-8 HV 7-97/SEC 14-97 Report to the Board the Hearings Officer Decision Regarding Denial of a Request for a Setback Variance for an Accessory Building and a Request for Approval of a Replacement Dwelling for Property Located at 13700 NW NEWBERRY ROAD, PORTLAND; and Due to Receipt of a Notice of Review Filed in this Matter, a Request that the Board Set a DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE, for 9:30 AM, TUESDAY, OCTOBER 21, 1997
- R-9 LD 9-95a Report to the Board the Hearings Officer Decision Regarding Denial of a Request for a Three Parcel Land Division on Property Located at Approximately 5000 NW 124th AVENUE, PORTLAND; and Due to Receipt of a Notice of Review Filed in this Matter, a Request that the Board Set a DE NOVO HEARING, TESTIMONY LIMITED TO 20 MINUTES PER SIDE, for 9:30 AM, TUESDAY, DECEMBER 16, 1997
-

Thursday, October 16, 1997 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)

Portland Building, Second Floor Auditorium
1120 SW Fifth Avenue, Portland

BOARD BRIEFING

- B-2 Planned Housing Audit Implementation; Community Action Commission, Housing Audit Link Presented by Gary Hansen, Lorenzo Poe and Iris Bell. 1.5 HOURS REQUESTED.

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5213
E-Mail: sharron.e.KELLEY@co.multnomah.or.us

MEMORANDUM

To: County Commissioners
Board Clerk

From: Andrew Mooney
Staff Assistant to Commissioner Kelley

Date: October 16th, 1997

Subj: Commissioner Kelley's absence from Board meeting

Commissioner Kelley cannot make the October 16th board meeting due to a family emergency.

97 OCT 22 AM 8:28
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Office of the Board Clerk
Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Sharron Kelley
Commissioner Gary Hansen

FROM: Michele Fuchs 

DATE: September 16, 1997

SUBJECT: Absence from Board Meeting

Commissioner Collier will be unable to attend the October 16th Board meeting as she will be participating in the Loaves & Fishes Meal-A-Gram event.

BOARD OF
COUNTY COMMISSIONERS
97 SEP 17 PM 1:33
MULTNOMAH COUNTY
OREGON

MEETING DATE: OCT 16 1997

AGENDA #: C-1

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment/Re-appointments to the Citizen Involvement Committee

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 10/16/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointment of Jason Dimen, District 3 Representative, to the Citizen Involvement Committee for a term ending 8/31/2000.

Re-appointments of Jim Duncan, District 2 Representative; Robert Jones, District 3 Representative; Jack Adams, District 4 Representative, to the Citizen Involvement Committee, all for terms ending 8/30/2000.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Harris

BOARD OF
COUNTY COMMISSIONERS
OCT - 3 AM 8:41
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

**INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE**

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Richmond N.A.

SECTION I

NAME: JASON DIMEN HOME PHONE: 736-3146 4/97
ADDRESS: 3610 SE HARRISON #2 WORK PHONE: 986-030 986-1419
PORTLAND, OR ZIP: 97214

Is your residence located in Multnomah County?

YES ☒ NO ☐

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

CITIZEN INVOLVEMENT IS THE LYNCHPIN TO REPRESENTATIVE GOVERNMENT.
ANYTHING I CAN DO TO MAINTAIN AND FURTHER ~~THE~~ STRENGTHEN
CITIZEN INVOLVEMENT IN MULTNOMAH COUNTY I'LL BE GLAD TO DO IT.
I'D ALSO LIKE TO INCREASE INVOLVEMENT FROM MULTNOMAH'S DIVERSE POPULATION

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. VOLUNTEER TO ERIK STEW CAMPAIGN DATE: March 96 - Sept 96
2. AUDUBON SOCIETY VOLUNTEER DATE: April 97
3. AIDE TO REP. JO ANN BOWMAN DATE: 1/97 - present

RESPONSIBILITIES: campaigning, coalition building, media relations,
legislative analysis

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

JO ANN BOWMAN 784-1887 h 925-1417 w
GLENN BALDWIN 223-5983

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 7 Day 30 Year 57 SEX: Female Male ✓

ETHNIC ORIGIN: Asian ✓ Black Hispanic

Native American White

My signature affirms that all information is true to the best of my knowledge. I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to the Citizen Involvement Committee, may result in my dismissal from that Committee.

Signature:  Date: 4/17/97

MEETING DATE: OCT 16 1997

AGENDA #: C-2

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to DUII Community Advisory Board

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 10/16/97

AMOUNT OF TIME NEEDED: Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointments of Katherine Riley, Health Representative, and Douglas Brown, Citizen Member, to the DUII Community Advisory Board, for terms ending 9/30/99.

Appointment of Penny Tompkins, Community Corrections Representative, to the DUII Community Advisory Board for a term ending 10/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steind

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 OCT -3 AM 8:41



CONTACT:

E. Please list all current and past volunteer/civic activities.

| Name of Organization | Dates | Responsibilities |
|----------------------|-------|------------------|
| See CV | | |
| | | |
| | | |

F. Please list all post-secondary school education.

| Name of School | Dates | Degree/Course of Study |
|----------------|-------|------------------------|
| See CV | | |
| | | |
| | | |

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Lynn Hingson Multnomah County 248-5464 x26370

Merwyn R Greenlick OHSU 494-8257

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

none

I. Affirmative Action Information

F Caucasion

sex / racial ethnic background

birth date: Month 2 Day 8 Year 1942

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Patricia J. Riley Date 9/5/77



MULTNOMAH COUNTY OREGON

FURNET

SEP 17 1997

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

DULL COMMUNITY ADVISORY BOARD

- B. Name DOUGLAS ALAN BROWN

Address 5828 SW DICKINSON ST

City PORTLAND State OR Zip 97219

Do you live in _____ unincorporated Multnomah County or ☒ a city within Multnomah County.

Home Phone 452-0419

- C. Current Employer MULT CO ADULT COMMUNITY JUSTICE

Address 407 NE 12TH

City PTLD State OR Zip 97232

Your Job Title ADULT PAROLE + PROBATION OFFICER

Work Phone 248-5056 X (Ext) 224

Is your place of employment located in Multnomah County? Yes ☒ No _____

- D. Previous Employers

Dates

Job Title

OREGON DEPT OF CORRECTIONS 7/77 - 8/80 WORK RELEASE OFFICER

SOMERSET STATE HOSPITAL, PA 8/74 - 9/75 PSYCHIATRIC AIDE

CONTACT: [REDACTED]

G [REDACTED]

E. Please list all current and past volunteer/civic activities.

| Name of Organization | Dates | Responsibilities |
|------------------------|-------------|----------------------------------|
| LANE COUNTY JAIL | 9/75 - 8/76 | VOLUNTEER SOCIAL SERVICES INTAKE |
| SOUTH COAST TRACK CLUB | 8/80 | RACE DIRECTOR |

F. Please list all post-secondary school education.

| Name of School | Dates | Degree/Course of Study |
|-------------------|-------------|---------------------------|
| CARNEGIE-MELLON U | 9/69 - 5/73 | B.A. PSYCHOLOGY |
| U OF OREGON | 9/75 - 6/78 | M.S. JUVENILE CORRECTIONS |

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

COURTHOUSE RM 600
JOHN BRADLEY, MULT CO CHIEF D.A. 248-3089
JUDGE DOROTHY BAKER COURT^{RM 708}HOUSE 248-3062

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

M / W

sex / racial ethnic background

birth date: Month 08 Day 24 Year 51

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Douglas A Brown

Date

9/11/97

lom
6/83



MULTNOMAH COUNTY OREGON

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

- A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

OVI COMMUNITY ADVISORY BOARD

- B. Name PENNY TOMPKINS

Address 18145 S. SPRINGWATER RD.

City OREGON CITY State OR Zip 97045

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County. CLACKAMAS COUNTY

Home Phone 631-2590

- C. Current Employer MULT. CNTY. ADULT COMMUNITY JUSTICE

Address 1120 SW THIRD ROOM 301 (PRETRIAL SUPR. PROGRAM)

City PORTLAND State OR Zip 97204

Your Job Title CORRECTIONS TECH. / CASE MANAGER

Work Phone 248-5042 (Ext) 6694

Is your place of employment located in Multnomah County? Yes ☒ No ☐

- D. Previous Employers

Dates

Job Title

| | | |
|---------------------------|--------------|-------------------------|
| GENERAL TOOL & SUPPLY CO. | 3/95 - 5/95 | CUST. SERVICE |
| WASH COUNTY L.V.T. DEPT | 7/94 - 10/94 | UTILITY WORKER |
| GENERAL INFO. SERVICES | 7/93 - 7/94 | HOUSE INSPECTOR |
| NATIONWIDE INS. CO. | 2/81 - 4/92 | UNDERWRITING TECHNICIAN |
| | | CUST SRVC. |

CONTACT:

G

E. Please list all current and past volunteer/civic activities.

| Name of Organization | Dates | Responsibilities |
|------------------------|------------------------|-----------------------------------|
| DONALD E. LONG | APPROX 1 YEAR 79-80(?) | FRONT INTAKE OFFICE |
| DUII PANEL ASSIST. | BEGAN - MAY 97 | REGISTER CLIENTS. |
| CALIF DEPT OF CORR | 78-79 (9 mos) | RISK ASSESS-NARC. CASE MGMT CASES |
| EL-MONTE RE-ENTRY PROG | 78 (3 mos) | RESOURCE DEV FILE AUDITING |

F. Please list all post-secondary school education.

| Name of School | Dates | Degree/Course of Study |
|---------------------|-------|---|
| CAL STATE UNIV L.A. | 1979 | BA - SOCIAL WELFARE (MINOR - GERONTOLOGY) |
| IIA - | 1984 | CERTIF GENERAL INSURANCE |
| PCC - | 1993 | 1 YR CERTIF. IN RESID. CONSTR |
| BUILDER'S SCHOOL | 1992 | CERT OF COMPL. |

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

LARRY SHAPIRO - 249-8096

HOWARD SWANTZ - 661-1992

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

NONE

I. Affirmative Action Information

F W
sex / racial ethnic background

birth date: Month 04 Day 01 Year 56

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature

Denny Tompkins

Date 9-26-97

MEETING DATE: OCT 16 1997

AGENDA # : C-3

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Local Public Safety Coordinating Council

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED:

10/16/97

AMOUNT OF TIME NEEDED:

Consent Calendar

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Appointments of Anne Sweet, Robert Jester, Sharon McCormack and Gary Oxman to the Local Public Safety Coordinating Council, Discretionary Membership Positions, for terms ending 9/30/99.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Steen

BOARD OF
COUNTY COMMISSIONERS
SULTANAH COUNTY
OREGON
OCT - 3 AM 8:41

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Public Safety Coordinating Council

B. Name: Anne H. Sweet

Address: 5806 NE Garfield Ave

City/State/Zip: Portland, Oregon 97211

Home Phone: 503-286-8412

C. Current Employer: SE Works

Address: 6927 SE Foster Road

City/State/Zip: Portland, Oregon 97206

Work Phone/Extension: 503-774-4650

Occupation: Personal Advocate

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M ☒ F

Racial/

Ethnic Background: ☒ African-American ☐ Asian ☐ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 9 Date 23 Year 50

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1984 - Present

Portland Rainbow Coalition - activist ^{Community}

1978 - 1993

Communication Workers America - Union Steward

1978 - 1993

U.S. West Communication - Community Liaison

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other Workforce Development

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

I don't see any potential conflicts of interest at this time.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Sue Eastman 6927 SE Foster Road Portland, Oregon

Margaret Butler 821 NE 70 Ave Portland, Or. 97213 ⁹⁷²⁰⁶

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: Anne Sweet

Date: 7-2-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULT.CHAIR@CO.MULTNOMAH.OR.US

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

LPSCC

B.

Name:

Robert Jester

Address:

2630 S. Pacific Hwy.

City/State/Zip:

Woodburn Oregon 97071

Home Phone:

720-825-1111

C.

Current Employer:

Oregon Health Authority

Address:

1111 N. Main St.

City/State/Zip:

Woodburn Ore 97071

Work Phone/Extension:

503-982-4476

Occupation:

Area Coordinator OR

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian

☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month ___ Date ___ Year ___

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1972-present CSD, Multnomah Youth
Correctional Facility, OYA

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

none known at this time

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Elise Clawson, 248-3578
Rick Hill, Director OYA 373 7212

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: _____

Date: _____

9-9-97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com
MULT.CHAIR@CO.MULTNOMAH.OR.US

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Multnomah County Public Safety Coordinating Council

B. Name: Sharon McCormack Home address 6355 N. Williams
Address: 1220 S. W. Fifth Ave., Room 204 Portland, Or.
City/State/Zip: Portland, Or. 97204 97217

Home Phone: 285-9647 Pager 299-1911

C. Current Employer: City of Portland Office of Neighborhood Assoc.

Address: 1200 S.W. 5th, Room 204

City/State/Zip: Portland, Or. 97204

Work Phone/Extension: 823-3048

Occupation: Crime Prevention Program Manager

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: M / F

Racial/

Ethnic Background: African-American Asian ☒ Caucasian

Hispanic Native American Other

Date of Birth: Month 8 Date 26 Year 40

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

In addition to my twenty years of crime prevention or governing I have served as a board member for the American Friends Regional Community Relation Committee the N.E Coalition of neighborhoods, Piedmont Neighbhor Assoc. and Chair of the Holy Redeemer School board for 12 yrs

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly

Agriculture

Alcohol/Drug Treatment

Animal Welfare

Art

Children and Families

Civil Rights/Discrimination

Corrections/Law Enforcement

Economic Development/Trade

Environment/Natural Resources

Food Services

Handicapped/Disabled Issues

Health Care

Housing

Juvenile Justice Issues

Labor/Labor Relations

Land Use Planning

Library Services

Mental Health Services

Minority Affairs

Transportation

Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Justice Center
Police Chief, Charles Moose, 1111 S.W. Second, 15th floor 823-0000
Diane Lynn, Director of OHA 1220 SW 5th 823-4519

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature:

Sharon A. McCormack

Date:

9/15/97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair

1120 SW Fifth Room 1515

Portland, Oregon 97204 Tel. (503) 248-3308

FAX: (503) 248-3093

E-Mail: MultChair@aol.com

MULT.CHAIR@CO.MULTNOMAH.OR.US

MULTNOMAH COUNTY OREGON

INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Public Safety Coordinating Council

B.

Name: Gary Orman

Address: 1863 NW Aspen Av

City/State/Zip: Portland OR 97210

Home Phone: 243-5328

C.

Current Employer: Multnomah County - Health Dept

Address: 400 SW 5th St - 8th Floor

City/State/Zip: Portland OR 97204

Work Phone/Extension: 248-3674 x 22640

Occupation: Health Officer / Public Health Physician

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex: ☒ M / ☐ F

Racial/
Ethnic Background: ☐ African-American ☐ Asian ☒ Caucasian
☐ Hispanic ☐ Native American ☐ Other

Date of Birth: Month 4 Date 25 Year 52

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

DATES:

EMPLOYER/VOLUNTEER ACTIVITY

1987-Present

Multnomah County Health Officer

F. Circle from the list below fields in which you have interest or ability:

Aging/Elderly
Agriculture
Alcohol/Drug Treatment
Animal Welfare
Art
Children and Families
Civil Rights/Discrimination
Corrections/Law Enforcement
Economic Development/Trade
Environment/Natural Resources
Food Services

Handicapped/Disabled Issues
Health Care
Housing
Juvenile Justice Issues
Labor/Labor Relations
Land Use Planning
Library Services
Mental Health Services
Minority Affairs
Transportation
Other _____

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

None that I can think of

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

Bill Odegaard - 426 SW Stark, 8th Fl. 248-3694

Patsy Kullberg 426 SW Stark 8th Fl. 248-3694

I. My signature affirms that all information is true to the best of my knowledge and I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration, or subsequent to appointment to a board or commission, may result in dismissal.

Signature: [Signature]

Date: 9.22.97

Contact: Delma Farrell

Beverly Stein, Multnomah County Chair
1120 SW Fifth Room 1515
Portland, Oregon 97204 Tel. (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

MULT.CHAIR@CO.MULTNOMAH.OR.US

MEETING DATE: OCT 16 1997
AGENDA NO: C-4
ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA with Oregon Mental Health and Developmental Disabilities Division for revenue supporting the Children, Adolescent and Adult Mental Health capitation project (CAAPCare).

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

REGULAR MEETING: DATE REQUESTED: October 16, 1997
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Community and Family Services DIVISION: Behavioral Health

CONTACT: Lorenzo Poe/Floyd Matinez TELEPHONE #: 248-3691
BLDG/ROOM #: 166/7th

PERSON(S) MAKING PRESENTATION: Consent

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Revenue Agreement with Oregon Mental Health and Developmental Disabilities Division, funding mental health services on a capitated basis for children and adults enrolled in the Oregon Health Plan Medicaid Demonstration Project.

10/17/97 ORIGINALS to BARBARA Timpel via Robert -

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 8 PM 1:45
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: October 8, 1997

SUBJECT: Revenue Agreement for Child and Adult Mental Health Capitation Services

I. Recommendation/Action Requested: 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 (MHDDSD), for the period November 1, 1997 through September 30, 1998.

II. Background/Analysis: The Department of Community and Family Services submitted a proposal in response to MHDDSD's Request for Proposal's and has been awarded a contract to provide child, adolescent, adult and geriatric mental health services. Services for approximately 45,000 members will be delivered on a capitation basis through Multnomah County's carve out Mental Health Organization, CAAPCare. Managed mental health services are provided under the Oregon Health Plan Medicaid Demonstration Project. Between April 1, 1996 and October 31, 1997, DCFS' children's capitation project, for an average of 32,000 member children, was called CAPCare.

III. Financial Impact: This agreement transfers a maximum of \$17,045,186 in Medicaid funding to the County. Changes in covered services can be approved by the Health Services Commission or by Legislative Assembly. Dollars will come to the County on a capitated rate basis per eligible member, per month enrolled in the County's plan. Rates vary according to the eligibility status of the OHP enrollee. A budget modification will be needed to reflect the increased funding and new staffing needed to manage the additional 13,000 members.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This agreement and its amendments address the County benchmark to increase access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: None

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102708

Amendment # 0

Prior-Approved Contract Boilerplate: Attached; XXX Not Attached

| CLASS I | CLASS II | CLASS III |
|---|--|---|
| <input type="checkbox"/> Professional Services under \$50,000 | <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | <input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue Agreement <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>10/16/97</u> DEB BOGSTAD BOARD CLERK </div> |

Department: Community & Family Services

Division: _____

Date: October 8, 1997

Administrative Contact: Barbara Timper

Phone: 248-3691 ext 28136

Bldg/Room 166/7th

Description of Contract:

Intergovernmental Revenue Agreement for Multnomah County's Mental Health Organization (MHO), CAAPCare, to provide child, adolescent and adult mental health services through the Oregon Health Plan Medicaid Demonstration Project

RFP/BID #: [N/A]

Date of RFP/BID: _____

Exemption Expiration Date: _____

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
 Original Contract No. 104586 (Only for Renewals)

| <p>Contractor Name: Oregon Mental Health & Developmental Disability Services Division</p> <p>Mailing Address: 2575 Bittern St, N.E. Salem, OR 97310-0520</p> <p>Phone: (503) 945-9499</p> <p>Employer ID# or SS#: 93-0576060</p> <p>Effective Date: November 1, 1997</p> <p>Termination Date: September 30, 1998</p> <p>Original Contract Amount: \$ Requirements</p> <p>Total Amt of Previous Amendments: \$ Requirements</p> <p>Amount of Amendment: \$ Requirements</p> <p>Total Amount of Agreement: \$ Requirements</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> </table> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ <u>17,045,186</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p> | 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 |
|--|---|------------------|-------|--|---|---|---------------------------------|---|--------------------------------|
| 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 | | | | | | | | |

REQUIRED SIGNATURES:

Department Manager: Lolenz P. ...

Date: 10/8/97

Purchasing Director: _____

Date: _____

(Class II Contracts Only)

County Counsel: Katie Gatz

Date: 10/8/97

County Chair/Sheriff: Barry Stein

Date: 10/16/97

Contract Administration: _____

Date: _____

(Class I, Class II Contracts Only)

| VENDOR CODE REV124 | | | | VENDOR NAME | | | | TOTAL AMOUNT: \$ Requirements | | | |
|--------------------|------|--------|--------------|-------------|----------|----------------|---------|-------------------------------|--------------|--------|--------------|
| LINE NO. | FUND | AGENCY | ORGANIZATION | SUB ORG | ACTIVITY | OBJECT/REV SRC | SUB OBJ | REPT CATEG | LGFS DESCRIP | AMOUNT | Inc/Dec Ind. |
| | 395 | 010 | 1663 | | | 2603 | | | Title XIX | Req'ts | |
| | 395 | 010 | 1625 | | | 2603 | | | Title XIX | | |

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

**OREGON HEALTH PLAN
MEDICAID DEMONSTRATION PROJECT**

Mental Health Services

**MENTAL HEALTH ORGANIZATION
AGREEMENT
75110**

Effective November 1, 1997

OREGON HEALTH PLAN
MEDICAID DEMONSTRATION PROJECT

Mental Health Services

MENTAL HEALTH ORGANIZATION
AGREEMENT
75110

Effective November 1, 1997

TABLE OF CONTENTS

| | | |
|------|---|----|
| | Introduction | 1 |
| I. | Organization of This Agreement | 1 |
| II. | Status of Contractor | 1 |
| | A. Type of Business | 1 |
| | B. Service Area | 1 |
| | C. Status of Contractor | 1 |
| III. | Term and Approval | 2 |
| IV. | Interpretation and Administration of Agreement | 2 |
| V. | Administrative Rules and Applicable Law | 4 |
| VI. | Enrollment and Disenrollment | 4 |
| | A. Enrollment | 4 |
| | B. Disenrollment | 5 |
| VII. | Statement of Work | 6 |
| | A. Benefit Package | 6 |
| | 1. Flexible Services.. | 6 |
| | 2. Provision of Covered Services | 6 |
| | 3. Mental Health Services Which Are Not Covered Services | 8 |
| | 4. Client Notices | 9 |
| | 5. Utilization Management | 9 |
| | 6. Declaration for Mental Health Treatment | 10 |
| | B. Delivery System Configuration | 10 |
| | 1. Needs Assessment | 10 |
| | 2. Components of the Delivery System | 11 |
| | a. Services Coordination | 11 |
| | b. Preventive and Early Intervention Services | 12 |
| | c. Rehabilitative and Routine Treatment Services | 13 |
| | d. 24 Hour Urgent and Emergency Response System | 13 |
| | e. Involuntary Psychiatric Care | 14 |
| | f. Acute Inpatient Hospital Psychiatric Care | 14 |
| | 3. Integration and Coordination | 15 |
| | a. Mental Health Services Which Are Not Covered Services .. | 15 |
| | b. Local Mental Health Authority (LMHA)/Community Mental Health Program (CMHP) | 16 |
| | c. Community Emergency Service Agencies | 16 |
| | d. Local and/or Regional Allied Agencies | 16 |
| | e. Physical Health Care Providers | 16 |

TABLE OF CONTENTS - Continued

| | | |
|------|---|----|
| VII. | Statement of Work - Continued | |
| B. | Delivery System Configuration - Continued | |
| 3. | Integration and Coordination - Continued | |
| f. | Chemical Dependency Providers | 17 |
| g. | Medicare Payors and Providers | 17 |
| h. | OMAP Members in Extended Care Settings | 17 |
| I. | Long Term Psychiatric Care | 17 |
| j. | Consumer Involvement and Advocacy | 20 |
| k. | Mental Health Organizations | 20 |
| C. | Delivery System Capacity | 20 |
| D. | Accessibility and Continuity of Care | 21 |
| E. | Quality Assurance/Quality Improvement (QA/QI) Requirements | 23 |
| 1. | QA/QI System | 23 |
| a. | Behavioral Health Accreditation Standards of the National Committee on Quality Assurance | 24 |
| b. | Division's Guide to Quality Assurance and Quality Improvement | 24 |
| c. | Stakeholder Input | 24 |
| 2. | QA/QI Plan | 24 |
| 3. | Measurable Objectives and Benchmarks | 24 |
| 4. | Member of Division QA Committee | 24 |
| F. | Information Materials and Education of OMAP Members | 25 |
| G. | OMAP Member Rights | 25 |
| H. | Complaints and MHDDSD Hearings Process | 26 |
| I. | Financial Risk, Management and Solvency | 27 |
| J. | Recordkeeping | 27 |
| 1. | Clinical Records | 27 |
| 2. | Financial Records | 27 |
| 3. | Government Access to Records | 27 |
| K. | Reports | 28 |
| 1. | Participating Provider Listing and Capacity Report | 28 |
| 2. | Complaint Log | 28 |
| 3. | QA Reports | 28 |
| 4. | Financial and Utilization Reports | 28 |
| 5. | Practitioner Incentive Plans | 28 |
| 6. | Abuse Reporting and Protective Services | 29 |
| L. | Data Systems | 29 |
| 1. | Encounter Data | 29 |
| 2. | Client Process Monitoring System | 29 |
| 3. | Oregon Patient/Resident Care System | 29 |
| 4. | Failure To Comply With Data Submission Requirements | 29 |
| 5. | Other Systems | 29 |
| M. | Research, Evaluation and Monitoring | 29 |

TABLE OF CONTENTS - Continued

| | | |
|--------|--|----|
| VII. | Statement of Work - Continued | |
| N. | Credentialing Process | 30 |
| O. | Subcontracting and Assignment | 32 |
| P. | Participation of Suspended or Terminated Providers | 34 |
| VIII. | Revision of Covered Services | 34 |
| IX. | Consideration | 34 |
| A. | Payment Types and Rates | 34 |
| B. | Payment in Full | 36 |
| C. | Changes in Payment Rates | 36 |
| D. | Timing of Capitation Payments | 36 |
| E. | Settlement of Accounts | 37 |
| F. | Long Term Psychiatric Care | 37 |
| 1. | Compensation | 37 |
| 2. | Reimbursement Procedure | 38 |
| G. | Remedies Short of Termination | 38 |
| X. | Marketing | 39 |
| XI. | Identification Cards | 39 |
| XII. | Third Party Resources | 39 |
| A. | Notice to Health Insurance Group | 39 |
| B. | Secondary Payor Status and Retroactive Disenrollment | 39 |
| C. | Collection of Third Party Resources | 40 |
| D. | Confidentiality | 40 |
| E. | Claims Processing | 40 |
| F. | Accounting for Third Party Collections | 40 |
| G. | Adjustments to the Capitation Rate | 40 |
| H. | Dual Coverage | 41 |
| XIII. | Merger | 41 |
| XIV. | Ownership | 41 |
| XV. | Funds Available and Authorized | 41 |
| XVI. | Dual Payment | 42 |
| XVII. | Government Status | 42 |
| XVIII. | Successors in Interest | 42 |

TABLE OF CONTENTS - Continued

| | | |
|---------|---|----|
| XIX. | Force Majeure | 43 |
| XX. | Headings and Captions | 43 |
| XXI. | Controlling State Law/Venue | 43 |
| XXII. | Severability | 43 |
| XXIII. | Waiver | 43 |
| XXIV. | Non-Discrimination | 44 |
| XXV. | Indemnification | 44 |
| XXVI. | Public Contractors' Liability | 44 |
| XXVII. | Professional Liability Insurance | 45 |
| XXVIII. | Tort Claims | 45 |
| XXIX. | Compliance with State Laws | 45 |
| XXX. | Worker's Compensation Coverage | 45 |
| XXXI. | Additional Federal Requirements | 45 |
| XXXII. | Agreement Compliance and Quality Assurance Monitoring | 47 |
| XXXIII. | Amendments and Termination | 48 |
| XXXIV. | Notices | 51 |
| XXXV. | Definitions | 51 |
| XXXVI. | Contractor Information | 74 |
| XXXVII. | Signatures | 76 |

EXHIBIT LIST

| | |
|--|-----|
| EXHIBIT A | 77 |
| Mental Health Services Practitioner Report | |
| EXHIBIT B | 85 |
| Health Plan Complaint Log | |
| EXHIBIT C | 87 |
| Solvency Plan and Financial Reporting | |
| EXHIBIT D | 109 |
| Encounter Minimum Data Set Requirements | |
| EXHIBIT E | 115 |
| Client Process Monitoring System | |
| EXHIBIT F | 119 |
| Oregon Patient/Resident Care System | |
| EXHIBIT G | 121 |
| Oregon Health Plan Mental Health Services Complaint and Hearings Process | |
| EXHIBIT H | 135 |
| Procedure for Long Term Psychiatric Care Determinations | |
| EXHIBIT I | 141 |
| Practitioner Incentive Plans | |

ATTACHMENT LIST

ATTACHMENT 1

State of Oregon, Oregon Health Plan Service Categories for Per Capita Costs, October 1997 through September 1998, dated September 1997

ATTACHMENT 2

National Committee for Quality Assurance (NCQA) 1997 Standards for Accreditation of Managed Behavioral Healthcare Organizations

ACRONYM LIST

| | |
|-------|---|
| AAA | Area Agency on Aging |
| ADA | American With Disabilities Act |
| ADC | Aid to Families with Dependent Children |
| AFDC | Aid to Families with Dependent Children |
| AFSD | Adult and Family Services Division |
| CARF | Council on Accredited Rehabilitation Facilities |
| CATS | Child and Adolescent Treatment Services |
| CCC | Community Coordinating Committee |
| CDO | Chemical Dependency Organization |
| CFR | Code of Federal Regulations |
| CGAS | Children Global Assessment Scale |
| CLIA | Clinical Laboratory Improvement Amendment |
| CMHP | Community Mental Health Program |
| CPA | Certified Public Accountant |
| CPMS | Client Process Monitoring System |
| CPT | Current Procedural Terminology |
| DARTS | Day and Residential Treatment Services |
| DCO | Dental Care Organization |
| DHR | Department of Human Resources |
| DRG | Diagnostic Related Group |
| DSM | Diagnostic and Statistical Manual |
| DSO | Disability Services Office |
| ECMU | Extended Care Management Unit |
| EPA | Environmental Protection Agency |
| FC | Foster Care |
| FCHP | Fully Capitated Health Plan |
| FPL | Federal Poverty Level |
| GA | General Assistance |
| GAAP | Generally Accepted Accounting Principles |
| GOBHI | Greater Oregon Behavioral Health, Inc. |
| HSC | Health Services Commission |
| HCFA | Health Care Financing Administration |
| HMO | Health Maintenance Organization |
| HPU | Health Plan Unit |
| IBNR | Incurred But Not Reported |
| ICD | International Classification of Diseases |
| IRS | Internal Revenue Service |
| JCAHO | Joint Commission on Accreditation of Healthcare Organizations |
| LMHA | Local Mental Health Authority |
| LMP | Licensed Medical Practitioner |

ACRONYM LIST - Continued

| | |
|--------|--|
| MAS | Medicaid Authorization Specialist |
| MHDDSD | Mental Health and Developmental Disability Services Division |
| MHIS | Mental Health Information System |
| MHO | Mental Health Organization |
| MMIS | Medicaid Management Information System |
| NAIC | National Association of Insurance Commissioners |
| NCQA | National Committee on Quality Assurance |
| NSF | National Standard Format |
| OAA | Old Age Assistance |
| OADAP | Office of Alcohol and Drug Abuse Programs |
| OAR | Oregon Administrative Rule |
| OBRA | Omnibus Budget Reconciliation Act |
| ODDS | Office of Developmental Disability Services |
| OHP | Oregon Health Plan |
| OMAP | Office of Medical Assistance Programs |
| OMPRO | Oregon Medical Professional Review Organization |
| OMHS | Office of Mental Health Services |
| OP/RCS | Oregon Patient/Resident Care System |
| ORS | Oregon Revised Statute |
| OSH | Oregon State Hospital |
| OYA | Oregon Youth Authority |
| PASSAR | Preadmission Screening and Annual Resident Review |
| PCP | Primary Care Practitioner |
| PHP | Prepaid Health Plan |
| PLM | Poverty Level Medical |
| PSRB | Psychiatric Security Review Board |
| QA | Quality Assurance |
| QI | Quality Improvement |
| QMHA | Qualified Mental Health Associate |
| QMHP | Qualified Mental Health Professional |
| RFP | Request for Proposals |
| SDSD | Senior and Disabled Services Division |
| SOSCF | State Office for Services to Children and Families |
| SSI | Social Security Insurance |
| TDD | |
| TIN | Taxpayer Identification Number |
| UB | Universal Billing |
| US | United States |
| VRD | Vocational Rehabilitation Division |

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

hereinafter referred to as Contractor. Division's supervising representative for this Agreement is the Health Plan Unit (HPU) Manager.

The maximum not-to-exceed compensation payable to Contractor under this Agreement is \$17,045,186. Division will not pay and Contractor shall not request payments under this Agreement exceeding this maximum not-to-exceed compensation. Contractor shall notify Division in writing when one-third and two-thirds of the maximum not-to-exceed compensation has been paid by Division under this Agreement.

I. Organization of This Agreement

This Agreement is in 37 parts, which together with the Oregon Administrative Rules (OARs) cited herein, Exhibits A through I, and Attachments 1 through 2, constitute the entirety of the Agreement.

II. Status of Contractor

A. Type of Business

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

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

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

B. Service Area

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

C. Status of Contractor

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

III. Term and Approval

This Agreement shall become effective on November 1, 1997 or on the date at which both parties have signed this Agreement and this Agreement has been approved for legal sufficiency by the Oregon Department of Justice, whichever is later, and shall continue in effect, unless otherwise terminated or extended, through September 30, 1998. No work may be performed under this Agreement prior to its effective date.

If Division wishes to amend this Agreement to extend its effectiveness beyond its current expiration date, Division shall give Contractor notice, by certified mail, of its desire to extend prior to the expiration date. Division will provide Contractor with as much advance notice (up to 60 calendar days) as reasonably possible of its desire to extend the effectiveness of this Agreement beyond its current expiration date. Within 14 calendar days of receiving such notice, Contractor shall give Division written notice of its intent regarding extension of this Agreement. In order for any extension of this Agreement to be effective, the extension must be 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.

IV. Interpretation and Administration of Agreement

- A. 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 Grant Award Letters from the Health Care Financing Administration (HCFA) for operation of the Oregon Reform Demonstration (Oregon Health Plan (OHP) Medicaid Demonstration Project), including all special terms and conditions and waivers.
 2. The Federal Medicaid Act and its implementing regulations, except as waived by HCFA for the OHP Medicaid Demonstration Project.
 3. The Oregon Revised Statutes concerning the OHP Medicaid Demonstration Project.
 4. Oregon Administrative Rules related to the OHP Medicaid Demonstration Project concerning mental health services promulgated by OMAP or by Division.
 5. Other applicable Oregon statutes and DHR administrative rules concerning the Medical Assistance Program under prepaid capitated plans and Fee-For-

Service (FFS) arrangements.

6. Other applicable Oregon statutes and Division administrative rules concerning mental health services.
- B. If Contractor believes that any provision of this Agreement, or Division's interpretation thereof, is in conflict with federal or state statutes or regulations, Contractor shall notify Division in writing immediately.
 - C. If Contractor disputes any interpretation, action or decision of Division concerning this Agreement, including sanctions, recovery, or overpayment actions, Contractor may request an administrative review as described below.

1. Administrative Review

Contractor shall send the request for administrative review to the Division Contract Officer with a postmark within 30 calendar days of the effective date or announcement date, whichever is last, of the Division interpretation, action or decision which prompted the administrative review request. Contractor must specify the interpretations, actions or decisions being appealed and the reason(s) for the appeal on each interpretation, action or decision. The appeal shall include any new information or descriptions of actions that will support a change of the original interpretation(s), action(s) or decision(s). Within 30 calendar days of receiving the request for an administrative review, the Division Contract Officer or designee shall determine which interpretations, actions or decisions will be reviewed. If the Division Contract Officer or designee decides to grant an administrative review, the Division Contract Officer or designee shall notify the Contractor of the date, time, and location of the administrative review meeting. Within 30 calendar days of the administrative review meeting, the Division shall send a written decision resulting from the administrative review to Contractor. Within 30 calendar days of receiving a denial of the request for an administrative review or of receiving an administrative review decision, Contractor may make a written request for a contested case hearing as described below.

2. Contested Case Hearings

If Contractor decides to appeal the decision resulting from the administrative review process, Contractor shall send the request for a contested case hearing to the Division Administrator with a postmark not later than 30 calendar days following the date of notice of adverse decision resulting from the administrative review process. Contested case hearings shall follow the process described in OAR 410-120-1720, Provider Appeals - Hearing Evidence through OAR 410-120-1840, Provider Hearings - Role of the Hearing Officer, except that such hearings shall be heard by the Division Administrator or designee.

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

V. Administrative Rules and Applicable Law

Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work performed under this Agreement, including, but not limited to, all applicable federal and state civil rights and rehabilitation statutes, rules and regulations. Without limiting the generality of the foregoing sentence, Contractor shall comply with all duly promulgated Division Rules in OAR Chapter 309, made applicable by this Agreement, and applicable OMAP Rules in OAR Chapter 410 whether in effect at the time this Agreement is signed or adopted or amended during the term of this Agreement. This includes those rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141.

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

VI. Enrollment and Disenrollment

A. Enrollment

1. Enrollment is the process by which DHR signs on with a particular Contractor those individuals who have been determined to be eligible for services under the OHP Medicaid Demonstration Project. DHR shall sign on such individuals with the contractor selected by the individual. If an eligible individual does not select a contractor, DHR may, pursuant to OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements, elect to assign the person to a contractor selected by DHR. DHR has no obligation to enroll with Contractor any individual who has not selected Contractor. Contractor shall have an open Enrollment period at all times, during which Contractor shall accept, without restriction, all eligible individuals in the order in which they apply and are signed on with Contractor by DHR, unless Contractor is also a Fully Capitated Health Plan (FCHP) and OMAP and Contractor have jointly closed enrollment because Contractor's maximum enrollment limit has been reached or for any other reason mutually agreed to by OMAP and Contractor under the FCHP Agreement.

Contractor shall not discriminate in coverage or Enrollment against any eligible individual on the basis of mental health status or need for Covered Services, or on the basis of other Disabling Conditions.

2. An individual becomes an OMAP Member for purposes of this Agreement as of the date of Enrollment with Contractor, and as of that date, Contractor

shall provide all Covered Services to such individual as required by the terms of this Agreement.

3. Enrollment of individuals with Contractor shall occur on a weekly and monthly basis as described in OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements.
4. Division through OMAP shall make available to Contractor Enrollment data files via an electronic bulletin board and an Enrollment listing via mail. Enrollment data files appearing on the bulletin board shall remain there until deleted and replaced with the most recent Enrollment data files resulting from the weekly or monthly Enrollment cutoff and compilation process. For the weekly Enrollment process, an Enrollment data file of new and disenrolled OMAP Members shall appear on the electronic bulletin board Thursday morning. For the monthly Enrollment process, Enrollment data files of new, closed and ongoing OMAP Members for the next month shall appear on the electronic bulletin board three working days following the date of monthly Enrollment cutoff. An Enrollment listing shall be made available to Contractor by the 5th of the month to which the Enrollments are applicable.

B. Disenrollment

1. An individual is no longer an OMAP Member eligible for Covered Services under this Agreement as of the effective date of the OMAP Member's Disenrollment from Contractor, and as of that date, Contractor is no longer required to provide services to such individual under this Agreement.
2. An OMAP Member may be disenrolled from Contractor in accordance with OAR 410-141-0080, Oregon Health Plan Disenrollment from Prepaid Health Plans. Contractor may request Disenrollment of an OMAP Member if disagreements cannot be resolved between Contractor and the Psychiatric Security Review Board (PSRB) about Contractor-covered PSRB-ordered services for that OMAP Member.
3. The effective date of Disenrollment shall be the date determined in accordance with OAR 410-141-0080, Oregon Health Plan Disenrollment from Prepaid Health Plans.
4. If DHR disenrolls an OMAP Member retroactively, any Capitation Payments received by Contractor for that OMAP Member after the effective date of Disenrollment shall be handled as described in Part IX, Consideration, Section E, Settlement of Accounts.

VII. Statement of Work

A. Benefit Package

Contractor shall provide Covered Services consistent with OAR 410-141-0120, Oregon Health Plan Prepaid Health Plan Provision of Health Care Services and as described below to all OMAP Members who have, or are suspected of having, a mental disorder specified in the most recent list developed under ORS 414.720 (3) and adopted in OAR 410-141-0520, Prioritized List of Health Services. Contractor shall cover such services in accordance with OAR 410-141-0480, Oregon Health Plan Benefit Package of Covered Services.

1. When delivering a Flexible Service (as opposed to using a Flexible Service Approach), Contractor shall complete the steps listed below.
 - a. Contractor shall work with Division to establish a means for recording new Flexible Services through the Encounter Data System. Division retains final decision making regarding Flexible Services codes, definitions, costs and effective dates.
 - b. If the provider rendering a Flexible Service is not licensed or certified by a state board or licensing agency, or employs personnel to provide the service who do not meet the definition for Qualified Mental Health Associate (QMHA) or Qualified Mental Health Professional (QMHP) as described in Part XXXV, Definitions, Contractor shall ensure such provider meets criteria described in subsection 1. a. (2) of Part VII, Statement of Work, Section N, Credentialing Process.
2. Provision of Covered Services
 - a. Contractor shall provide reimbursement for Covered Services obtained outside its Service Area when such Covered Services are not available within its Service Area.
 - b. Contractor shall exclude or limit Covered Services in accordance with OAR 410-141-0500, Excluded Services and Limitations for Oregon Health Plan Clients.
 - c. Contractor shall provide all Covered Services to all OMAP Members but may require, except in an emergency, that OMAP Members obtain such Covered Services from Contractor or providers affiliated with Contractor. Contractor shall adjudicate Valid Claims within 45 calendar days of receipt. Contractor shall ensure that neither Division nor the OMAP Member receiving services is held liable for any costs or charges related to Covered Services rendered to an OMAP Member whether in an Emergency or otherwise.

- d. Contractor's obligation to pay for Emergency Services that are received from nonParticipating Providers is limited to Covered Services that are needed immediately and the time required to reach Contractor or a Participating Provider (or alternatives authorized by Contractor) would have meant substantial risk to the OMAP Member's health or safety or the health or safety of another.
 - (1) Covered Services following the provision of Emergency Services are considered to be Emergency Services as long as transfer of the OMAP Member to Contractor or a Participating Provider or the designated alternative is precluded because of risk to the OMAP Member's health or safety or that of another because transfer would be unreasonable, given the distance involved in the transfer and the nature of the mental health condition.
 - (2) Contractor is responsible for arranging for transportation and transfer of the OMAP Member to Contractor's care when it can be done without harmful consequences.
- e. If Contractor has a reasonable basis to believe that Covered Services claimed to be Emergency Services were not in fact Emergency Services, Contractor may deny payment for such services. Such services shall not be considered Covered Services. In such circumstances, Contractor shall, within 45 calendar days of receipt of a claim for payment, notify:
 - (1) The provider of such services of the decision to deny payment, the basis for that decision, and the provider's right to contest that decision.
 - (2) The OMAP Member of the decision to deny payment as described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.
- f. For OMAP Members who are under the jurisdiction of PSRB, Contractor shall provide Covered Services as ordered by the PSRB in the OMAP Member's Conditional Release Order. The PSRB has the authority to specify the type, nature, frequency and provider of such services. If Contractor disagrees with PSRB-ordered services for a specific OMAP Member, Contractor may request the PSRB to amend the Conditional Release Order. Contractor shall coordinate such Covered Services with PSRB-ordered services which are Not Covered Services.

- g. Contractor shall be responsible for Medicare deductibles, coinsurance and copayments for its OMAP Members who are Medicare eligible receiving Covered Services from a Medicare provider.

3. Mental Health Services Which Are Not Covered Services

Contractor shall assist its OMAP Members in gaining access to certain mental health services that are not Covered Services and that are provided under separate contract with the Division and/or OMAP. Services which are not Covered Services include, but are not limited to, the following:

- a. Medical Transportation;
- b. Medication;
- c. DARTS Psychiatric Day Treatment for OMAP Members under 21 years of age;
- d. Treatment Foster Care reimbursed under BA code 030 for OMAP Members under 21 years of age;
- e. Therapeutic Group Home for OMAP Members under 21 years of age;
- f. Residential/Medical Youth Care Residential Center for OMAP Members under 21 years of age;
- g. JCAHO Psychiatric Residential Programs for OMAP Members under 21 years of age;
- h. Child and Adolescent Treatment Services (CATS) at the Oregon State Hospital (OSH);
- i. Investigation of OMAP Members for civil commitment;
- j. Long Term Hospitalization in a state or other approved psychiatric hospital for OMAP Members 21 years of age and older;
- k. Preadmission Screening and Annual Resident Review (PASARR) for OMAP Members seeking admission to a Nursing Home;
- l. Extended care services for OMAP Members 18 years of age and older including Extended Care Management, Enhanced Care Services provided in special facilities, "365" Projects, Psychiatric Vocational Projects, PASSAGES Projects, and other services developed as less restrictive alternatives to Long Term Psychiatric Care at an Oregon

State Hospital;

- m. Personal Care in Adult Foster Homes for OMAP Members 21 years of age and older;
- n. Other Residential Services for OMAP Members 21 years of age and older provided in Residential Care Facilities, Residential Treatment Facilities and Residential Treatment Homes;
- o. Supervision and monitoring services for OMAP Members who are under the jurisdiction of PSRB, and services that are ordered by the PSRB but are not Covered Services;
- p. Services provided to persons while in the custody of a correctional facility or jail; and
- q. Abuse investigations and protective services as described in OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities, and ORS 430.735 through ORS 430.765, Abuse Reporting for the Mentally Ill.

4. Client Notices

Each time a service or benefit will be terminated, suspended or reduced, Contractor shall issue a Notice of Intended Action to the OMAP Member. Each time a service, benefit, request for service authorization or request for claim payment is denied, Contractor shall issue a Notice of Action. Contractor may replace its obligation to issue a Notice of Intended Action with issuance of a Notice of Action under one or more of the conditions described in Section 1.f. of Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.

5. Utilization Management

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

Utilization Guidelines.

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

6. Declaration for Mental Health Treatment

Contractor shall provide OMAP Members with a Declaration for Mental Health Treatment form in accordance with ORS 127.700 through 127.735 (Section 5 of SB 833, 1997) with the initial provision of any Covered Service.

B. Delivery System Configuration

1. Needs Assessment

- a. Contractor shall develop a mechanism for determining the service demand and unique service needs of its OMAP Members based on, but not limited to, factors such as:

- (1) Profiles of the Service Area such as: age, gender, ethnicity, and socio-economic indicators;
 - (2) Social indicators such as: unemployment rates, divorce rates, single parent household rate, homelessness rate, immigration, seasonal or transient residents, education levels, teenage pregnancy rate, and income and poverty levels; and
 - (3) Incidence of selected behaviors such as: attempted and completed suicide rates; rate of incarcerated persons with mental illnesses by type of crime; alcohol and drug usage (including arrests) by age, gender and ethnicity; alcohol and drug related deaths; alcohol and drug related motor vehicle accidents and fatalities; driving under the influence of intoxicants; reported domestic violence activity; child and elder Abuse investigations; diagnoses; school dropout rates; foster care density; and crime rates by type of crime, age, gender and ethnicity.
 - b. In accordance with findings of the needs assessment, Contractor shall, on an ongoing basis, adjust its delivery system configuration and Capacity to assure an adequate range and intensity of service options. These services options shall assure that individualized Covered Services in the least restrictive treatment settings are provided. Contractor shall also assure timely and appropriate access to Covered Services for OMAP Members.
 - c. Contractor shall coordinate its needs assessment and service delivery system planning effort with organized planning efforts carried out by the Local Mental Health Authorities of its Service Area.
2. Components of the Delivery System
- a. Services Coordination
 - (1) Contractor shall have written policies and procedures that ensure the provision of Services Coordination for those OMAP Members with unique needs or requiring services from more than one Local and/or Regional Allied Agency. Such policies and procedures shall be specific to these agencies.
 - (2) Contractor shall manage all Covered Services for its OMAP Members and shall help OMAP Members gain access to needed mental health, physical health, and social support

services which are Not Covered Services. Contractor shall identify barriers to such access and help remove barriers if possible. Contractor shall assure that the level of Services Coordination provided is commensurate with the OMAP Member's service need, level of care, and diagnostic condition.

b. Preventive and Early Intervention Services

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

services. Contractor shall identify OMAP Members who, according to demographic or other identifiable factors, may be at risk for specific mental disorders and urge such OMAP Members to use appropriate programs and services.

- (3) On an annual basis, Contractor shall monitor and evaluate the preventive screening and educational interventions for selected age groups for at least four of the mental disorders for which the services are Covered Services.

c. Rehabilitative and Routine Treatment Services

- (1) Contractor shall establish and make available services for OMAP Members who have nonurgent or nonemergency needs for Covered Services. These services shall include rehabilitative and routine Covered Services.
- (2) Contractor shall establish written policies and procedures that ensure that Covered Services which are rehabilitative or routine are provided within Appropriate time frames.

d. 24 Hour Urgent and Emergency Response System

- (1) Contractor shall establish, consistent with OAR 410-141-0140, Oregon Health Plan Prepaid Health Plan Emergency and Urgent Care Medical Services, an Urgent and Emergency Response System that operates 24 hours per day, 7 days per week.
- (2) Contractor shall have, and adhere to, written policies and procedures that ensure its Emergency Response System provides an immediate, initial and/or limited duration response consisting of: a telephone or face-to-face screening to determine the nature of the situation and the person's immediate need for Covered Services; Capacity to conduct the elements of a mental health Assessment that are needed to determine the interventions necessary to begin stabilizing the crisis situation; development of a written initial services plan at the conclusion of the mental health Assessment; provision of Covered Services and/or Outreach needed to address the Urgent or Emergency Situation; and linkage with the public sector crisis services, such as precommitment.

e. Involuntary Psychiatric Care

- (1) Contractor shall make a reasonable effort to provide Covered Services on a voluntary basis and consistent with current Declaration for Mental Health Treatment in lieu of involuntary treatment.
- (2) Contractor shall have written policies and procedures describing the appropriate use of Emergency Psychiatric Holds and alternatives to Involuntary Psychiatric Care to assure such holds are only used when a less restrictive voluntary service will not meet the Medically Appropriate needs of the OMAP Member and the behavior of the OMAP Member meets legal standards for the use of an Emergency Psychiatric Hold.
- (3) Contractor shall only use psychiatric inpatient facilities and non-inpatient facilities certified by the Division under OAR 309-33-0500, Standards for the Approval of Facilities that Provide Care, Custody and Treatment to Committed Persons or to Persons in Custody or on Diversion, to provide Emergency Psychiatric Holds.
- (4) Contractor shall comply with ORS Chapter 426, OAR 309-200-0000 through 309-200-0150, and OAR 309-205-0000 through 309-205-0050 for involuntary civil commitment of those OMAP Members who are civilly committed under ORS 426.130.
- (5) Contractor shall administer Medication to OMAP Members held or civilly committed under ORS Chapter 426, regardless of setting, only as permitted by applicable statute and administrative rule. Contractor shall not transfer civilly committed OMAP Members to a State Hospital for the sole purpose of obtaining authorization to administer Medication on an involuntary basis.

f. Acute Inpatient Hospital Psychiatric Care

- (1) Contractor shall maintain agreements with local and regional hospitals to ensure provision of emergency and nonemergency hospitalization for OMAP Members with mental disorders which require Acute Inpatient Hospital Psychiatric Care. If Contractor uses hospitals other than those under contract with Division, then Contractor shall assure that

the hospitals selected comply with OAR 309-032-0850 through OAR 309-032-0890, Standards for Regional Acute Care Facilities for Adults.

- (2) Contractor shall cover the cost of Acute Inpatient Hospital Psychiatric Care for OMAP Members who do not meet the criteria for Long Term Psychiatric Care.
- (3) Contractor may request of the Extended Care Management Unit (ECMU) of Division transfer of an OMAP Member from an Acute Inpatient Hospital Psychiatric Care setting to a highly secure psychiatric setting when Contractor believes that the extremely assaultive behavior of the OMAP Member warrants such a setting. If the OMAP Member does not consent to such transfer, Contractor may, subject to applicable law, initiate an Emergency Psychiatric Hold and a precommitment investigation. The care rendered to an OMAP Member transferred to a highly secure psychiatric setting at Contractor's request is a Covered Service and the cost thereof shall be borne by Contractor unless and until the OMAP Member is determined Appropriate for Long Term Psychiatric Care in accordance with the process described in this Agreement. If the OMAP Member is admitted to a State Hospital, Contractor shall pay the usual and customary rates for this level of service until such time as the OMAP Member is discharged or determined Appropriate for Long Term Psychiatric Care.
- (4) Contractor shall coordinate admissions to and discharges from Acute Inpatient Hospital Psychiatric Care for OMAP Members in the care and custody of the State Office for Services to Children and Families (SOSCF) or Oregon Youth Authority (OYA) with such OMAP Member's SOSCF or OYA case manager. For an OMAP Member placed by SOSCF through a Voluntary Child Placement Agreement (SCF form 499), coordination shall also occur with such OMAP Member's parent or legal guardian.

3. Integration and Coordination

a. Mental Health Services Which Are Not Covered Services

Contractor shall coordinate services for each OMAP Member who requires services from agencies providing mental health services which are not Covered Services. These services include, but are not limited to, those listed

in Part VII, Statement of Work, Section A, Benefit Package, Subsection 3, Mental Health Services Which Are Not Covered Services.

b. Local Mental Health Authority (LMHA)/Community Mental Health Program (CMHP)

Contractor shall establish working relationships with the LMHA and CMHP operating in the Service Area for the purposes of maintaining a comprehensive and coordinated crisis response and mental health service delivery system and to ensure OMAP Member access to mental health services which are Not Covered Services, including Civil Commitment and protective services/abuse investigations processes.

c. Community Emergency Service Agencies

Contractor shall coordinate, consult, communicate with, and provide technical assistance to, Community Emergency Service Agencies to promote appropriate responses to, and assure appropriate services for, OMAP Members experiencing a mental health crisis.

d. Local and/or Regional Allied Agencies

Contractor shall have a mechanism for multi-disciplinary team service planning and Services Coordination for OMAP Members requiring services from more than one publicly funded agency or service provider. This mechanism shall help avoid service duplication and assure access to a range and intensity of service options that provide individualized, Medically Appropriate care in the least restrictive treatment setting (clinic, home, school, community).

e. Physical Health Care Providers

Contractor shall coordinate with physical health care providers and Fully Capitated Health Plans as follows:

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

- (3) Develop and implement methods of coordinating with FCHPs in order to assure access and appropriate coordination of services delivered to mutual OMAP Members, particularly OMAP Members with exceptional service needs. Such coordination shall be conducted within laws governing confidentiality.

f. Chemical Dependency Providers

Contractor shall coordinate with Chemical Dependency Providers as Medically Appropriate and within laws governing confidentiality and shall provide technical assistance to help assure that OMAP Members with dual diagnoses are identified and referred for treatment. Contractor shall work with FCHPs and Chemical Dependency Providers certified by the Office of Alcohol and Drug Abuse Programs (OADAP) to develop the Capacity to provide Appropriate services to dually diagnosed OMAP Members so the needs of such persons can be better met.

g. Medicare Payors and Providers

Contractor shall coordinate with Medicare payors and providers as Medically Appropriate to coordinate the care and benefits of OMAP Members who are eligible for both Medicaid and Medicare.

h. OMAP Members in Extended Care Settings

Contractor shall coordinate with the ECMU of Division and extended care service providers to integrate services for OMAP Members in Extended Care Programs. ECMU shall determine, after consulting with Contractor and the Extended Care Program, when an OMAP Member is ready for discharge from the Extended Care Program. Contractor shall ensure that such OMAP Member receives Covered Services following discharge to ensure timely discharge.

i. Long Term Psychiatric Care

- (1) If Contractor believes an OMAP Member who is in an Acute Inpatient Hospital Psychiatric Care setting is Appropriate for Long Term Psychiatric Care, Contractor shall request a Long Term Psychiatric Care determination from:
 - (a) For OMAP Members age 18 to age 65, the Extended Care Management Unit (ECMU) of Division as described in Exhibit H, Procedure for Long Term Psychiatric Care Determinations;

- (b) For OMAP Members under age 18, the Community Coordinating Committee (CCC) Chair who will coordinate the need for admission to the Children and Adolescents Treatment Services (CATS) Program with the Division; and
 - (c) For OMAP Members age 65 and over, the Geropsychiatric Treatment Program of Division.
- (2) An OMAP Member is Appropriate for Long Term Psychiatric Care when the OMAP Member needs either Intensive Psychiatric Rehabilitation or other Tertiary Treatment in a State Hospital or Extended Care Program, or extended and Specialized Medication Adjustment in a secure or otherwise highly supervised environment; and the OMAP Member has received all Usual and Customary Treatment, including, if Medically Appropriate, establishment of a Medication Management Program and use of an Medication Override Procedure.
- (3) Division shall cover, as described in and to the limits set forth in Part IX, Consideration, Section F, Long Term Psychiatric Care, the cost of Long Term Psychiatric Care of OMAP Members determined Appropriate for such care. If an OMAP Member has been determined Appropriate for Long Term Psychiatric Care but is in an Acute Inpatient Hospital Psychiatric Care setting, then Division shall cover the cost of care received in such a setting beginning on the date the OMAP Member is determined Appropriate for Long Term Psychiatric Care and ending on the date the OMAP Member is discharged from such setting.
 - (a) If Contractor has a Descending Daily Rate or Case Rate with hospitals for Acute Inpatient Hospital Psychiatric Care, Contractor shall negotiate with hospitals for a daily rate for those OMAP Members who have been determined Appropriate for Long Term Psychiatric Care but remain in an Acute Inpatient Hospital Psychiatric Care setting.
 - (b) If an OMAP Member is ultimately determined Appropriate for Long Term Psychiatric Care, the effective date of such determination shall be either:
 - (1) The date ECMU receives a completed Request

for Long Term Psychiatric Care Determination form, or the date the CCC Chair receives a request for Oregon State Hospital, Children and Adolescents Treatment Services (CATS) Program admission screening, or the date the Oregon State Hospital, Geropsychiatric Treatment Program receives an admission screening, or,

- (2) In cases where Division and Contractor mutually agree on a date other than this date, the date mutually agreed upon.
- (4) In the event there is disagreement between Contractor and Division about whether an OMAP Member is Appropriate for Long Term Psychiatric Care, Contractor may request review by an independent Clinical Reviewer. The determination of the Clinical Reviewer shall be deemed the determination of the Division for purposes of this Agreement. The cost of the clinical review shall be divided equally between Contractor and Division. The Clinical Reviewer established for the period of this Agreement shall be the Oregon Medical Professional Review Organization (OMPRO) or such other similar person or organization mutually established by Division and Contractor.
- (5) Contractor shall work with the ECMU or Geropsychiatric Treatment Program of Division, or Community Coordinating Committee and CATS Program admitting physician in managing admissions to and discharges from Long Term Psychiatric Care for OMAP Members who require such care at the CATS Program or Geropsychiatric Treatment Program at Oregon State Hospital, or Eastern Oregon Psychiatric Center. Contractor shall also work with the OMAP Member and, for OMAP Members under age 18, the parent or guardian of the OMAP Member to assure timely discharge from Long Term Psychiatric Care to an appropriate community placement.
- (6) Contractor shall provide Case Management, Services Coordination, and Consultation for OMAP Members in a Long Term Psychiatric Care setting.
- (7) Contractor shall assure that any involuntary treatment is provided in accordance with administrative rule and statute

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

j. Consumer Involvement and Advocacy

Contractor shall involve consumers and advocates at a level consistent with that described in the Contractor's response to Required Response 4, Consumer Involvement and Advocacy, of the Request for Proposals to Provide Managed Mental Health Services Under the Oregon Health Plan, issued January 10, 1997 and amended on February 18, 1997.

k. Mental Health Organizations

For the purpose of achieving continuous improvement in the management of physical and mental health care integration at the direct service level, Contractor shall do the following:

- (1) Work with all Mental Health Organizations (MHOs) within and adjacent to its Service Area to develop uniform policies, procedures, and standards of performance;
- (2) Work with all MHOs within and adjacent to its Service Area to develop uniform prepaid health plan integration and interface standards; and
- (3) Establish, whenever possible, review and management committees which address issues shared by all MHOs within and adjacent to its Service Area.

C. Delivery System Capacity

1. Contractor shall maintain a Provider Panel sufficient to ensure adequate Capacity and expertise to provide timely and Appropriate access to Covered Services.
 - a. Contractor shall monitor Capacity and adjust Capacity as needs change over time.
 - b. Contractor shall assure that Capacity exists in outlying portions of its Service Area under this Agreement and for OMAP Members who cannot reasonably be served in a clinic setting.

- c. Contractor shall assure that OMAP Members have a choice of providers and access to psychiatrists by working with the private and public health care industry in developing resources within the region.
2. Contractor shall identify training needs of its Provider Panel and address such needs to improve the ability of the Provider Panel to deliver Covered Services to OMAP Members.

D. Accessibility and Continuity of Care

1. Contractor shall comply with OAR 410-141-0220, Oregon Health Plan Prepaid Health Plan Accessibility and OAR 410-141-0160, Oregon Health Plan Prepaid Health Plan Continuity of Care.
2. In addition to access and Continuity of Care standards specified in the rules cited above in Subsection D.1., Contractor shall establish standards for access to Covered Services and Continuity of Care which at a minimum include the following:
 - a. For Urgent Services and Emergency Services, Contractor shall assure that 98% of its OMAP Members receive an initial face-to-face or telephone screening within fifteen minutes of contact to determine the nature and urgency of the situation.
 - b. For Emergency Services, Contractor shall assure that 100% of its OMAP Members receive timely Covered Services within timeframes identified by the Urgent and emergency response screening or within 24 hours of contact, whichever is shorter.
 - c. For Urgent Services, Contractor shall assure that 95% of its OMAP Members receive timely Covered Services within timeframes identified by the Urgent and emergency response screening or within 48 hours of request, whichever is shorter.
 - d. For nonUrgent Services and nonEmergency Services, Contractor shall assure that 95% of its OMAP Members wait no more than two calendar weeks following a request for Covered Services for an Intake, Assessment, and initiation of Covered Services.
 - e. For post-hospital appointments, Contractor shall assure that 95% of its OMAP Members wait no more than one calendar week for an appointment following discharge or that such OMAP Members receive follow-up appointments within a Medically Appropriate period of time.

- f. For missed appointments, Contractor shall follow-up and reschedule appointments or provide Outreach services as Medically Appropriate or needed to prevent serious deterioration of the OMAP Member's mental health condition.
 - g. For routine travel time from the OMAP Member residence to the Participating Provider, Contractor shall assure that 95% of its OMAP Members spend no more time traveling than the Community Standard.
- 3. Contractor shall have effective methods for monitoring compliance with standards D.2.a. through D.2.g. above and efficient strategies for taking prompt corrective action when compliance falls below those standards.
- 4. Contractor shall have a method of responding to telephone calls from non-English speaking OMAP Members and shall make available to these OMAP Members, interpreters capable of effectively receiving, interpreting and translating routine and clinical information.
- 5. Contractor shall have a method of responding to telephone calls from hearing impaired OMAP Members and shall make available to these OMAP Members, TDD services and sign language interpreters capable of effectively receiving, interpreting and translating routine and clinical information.
- 6. Contractor shall make Reasonable Accommodations to administrative practices and service approaches to ensure service access and Continuity of Care for OMAP Members with Disabling Conditions.
- 7. Contractor shall allow OMAP Members to request an Assessment and Evaluation without obtaining a referral from another provider.
- 8. Contractor shall provide each OMAP Member with an opportunity to select an appropriate Mental Health Practitioner and service site.
- 9. Contractor shall assure that identified service needs of an OMAP Member are met during transfer from one practitioner or hospital to another regardless of whether the practitioners or hospitals are Participating Providers.
 - a. Contractor shall compare the expertise of the OMAP Member's practitioner with the expertise of its Provider Panel to determine if there is a Participating Provider offering at least equal expertise in meeting the unique needs of the OMAP Member. If the expertise within the Contractor's Provider Panel does not meet or exceed the expertise of the OMAP Member's practitioner in meeting the unique needs of the OMAP Member, then Contractor shall take one of the

following actions:

- (1) Add the OMAP Member's practitioner to the Provider Panel;
 - (2) Compensate the OMAP Member's practitioner for Covered Services rendered until such time that treatment goals (which have been mutually agreed upon by the practitioner, OMAP Member, and Contractor) have been met; or
 - (3) Develop a plan with the OMAP Member, the OMAP Member's practitioner, and a Participating Provider to transfer the care of the OMAP Member from the OMAP Member's practitioner to a Participating Provider.
- b. Contractor shall evaluate the OMAP Member's treatment plan to determine how close the OMAP Member is to meeting treatment goals and to determine whether a change in practitioners will seriously jeopardize accomplishing treatment goals within a reasonable period of time.
- c. Contractor shall evaluate the nature and duration of the relationship between the OMAP Member and the OMAP Member's practitioner to determine whether a change in practitioners would lead to a worsening of the OMAP Member's mental disorder. If Contractor determines that a worsening of the OMAP Member's mental disorder would result, then Contractor shall add the OMAP Member's practitioner to the Provider Panel or compensate the OMAP Member's practitioner for Covered Services rendered until such time that a change in practitioners would not result in a worsening of the OMAP Member's mental disorder.
10. Contractor shall not deny Covered Services to, or request Disenrollment of, an OMAP Member based on disruptive or abusive behavior resulting from symptoms of a mental disorder or from another Disability. Contractor shall develop an Appropriate Treatment Plan with the OMAP Member and the Family or advocate of the OMAP Member to manage such behavior.

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

1. QA/QI System

Contractor and its subcontractors shall have a planned, systematic and ongoing process for monitoring, evaluating, and improving the quality and Appropriateness of Covered Services provided to OMAP Members.

- a. Behavioral Health Accreditation Standards of the National Committee on Quality Assurance (NCQA)

This process shall be consistent with the following 1997 Behavioral Health Accreditation Standards of the National Committee on Quality Assurance (NCQA) listed in Attachment 2: QI 1.1 through QI 1.10; QI 2.1 through QI 2.6; QI 3.1 through QI 3.2; QI 4.1; QI 4.8; QI 6.1; QI 6.2; QI 6.4; QI 6.5; QI 6.7; QI 7.1; QI 7.3; QI 9.1 through QI 9.3; QI 10.1 through QI 10.3; and AR 2.1 through AR 2.7.

- b. Division's Guide to Quality Assurance and Quality Improvement

The process shall also be consistent with the Division's Guide to Quality Assurance and Quality Improvement.

- c. Stakeholder Input

Contractor shall have a formal and ongoing process for gathering and considering information from Stakeholders including, but not limited to: OMAP Members, Consumers, Consumer advocates, Families, parent advocates, Local and/or Regional Allied Agencies, child psychiatrists, child advocates, and Health Care Professionals.

2. QA/QI Plan

Contractor shall develop and submit to Division a written QA/QI plan by the effective date of this Agreement. Contractor shall obtain Division approval of such plan within three calendar months following the effective date of this Agreement.

3. Measurable Objectives and Benchmarks

Contractor shall develop and monitor progress toward Measurable Objectives and Benchmarks for access to care; quality of care; integration and coordination of services; and Prevention, education and Outreach. Contractor shall collect and analyze data concerning progress toward such objectives and Benchmarks and shall report to Division, upon request, progress made. Contractor shall demonstrate that findings are used to improve access to Covered Services and remove barriers to Covered Services; improve Capacity to provide Covered Services in a timely manner; improve the quality of care provided and the coordination of benefits, and strengthen and expand Prevention, Early Intervention and education services.

4. Member of Division QA Committee

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

F. Informational Materials and Education of OMAP Members

Contractor shall develop or provide informational materials and educational programs as described in OAR 410-141-0280, Oregon Health Plan Prepaid Health Plan Information Requirements and OAR 410-141-0300, Oregon Health Plan Prepaid Health Plan Member Education. These materials and programs shall be tailored to the backgrounds and special needs of OMAP Members. Contractor shall develop, and make available to its membership, a mental health education program that addresses prevention and early intervention of mental illness.

G. OMAP Member Rights

1. Contractor shall develop, by the effective date of this Agreement, written policies and procedures incorporating and ensuring the rights and responsibilities of OMAP Members consistent with ORS 430.210, Rights of Service Recipients; Status of Rights; OAR 410-141-0320, Oregon Health Plan Prepaid Health Plan Member Rights and Responsibilities; ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill; and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities.
2. Contractor shall assure that OMAP Members understand they have the rights specified in OAR 410-141-0320, Oregon Health Plan Prepaid Health Plan Member Rights and Responsibilities. Contractor shall give particular attention to the following rights:
 - a. The right to receive Covered Services;
 - b. The right to be actively involved in the development of Treatment Plans if Covered Services are to be provided and to have parents involved in such Treatment Planning consistent with OAR 309-032-0950 through 309-032-1080, Standards for Community Treatment Services for Children;
 - c. The right to consent to Treatment and refuse Covered Services;
 - d. The right to be informed of the right to develop a Declaration for Mental Health Treatment and the right to get help in making such a declaration;
 - e. The right to gain access to his or her own Clinical Record, unless access is restricted in accordance with ORS 179.505 or other applicable law;
 - f. The right to have Clinical Records kept confidential consistent with

laws listed in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping and OAR 309-032-0950 through 309-032-1080, Standards for Community Treatment Services for Children;

- g. The right to have an opportunity to select an appropriate Mental Health Practitioner and service site from within the Contractor's Participating Provider Panel;
 - h. The right to refer oneself directly to Contractor for Covered Services without first having to gain authorization from another provider;
 - i. The right to have access to Covered Services which at least equals access available to other persons served by Contractor;
 - j. The right to make a Complaint as described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process;
 - k. The right to receive a Notice of Intended Action prior to a change in a benefit or service level as described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process;
 - l. The right to receive, within 30 calendar days of Enrollment, written materials describing at least the following topics: rights and responsibilities, benefits available, how to access Covered Services, what to do in an Emergency Situation, and how to make a Complaint;
 - m. The right to have written materials explained in a manner which is understandable; and
 - n. The right to access protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities.
3. Contractor shall post OMAP Member rights in a visible location in all clinics, Participating Provider offices, and other service locations.

H. Complaints and MHDDSD Hearings Process

Contractor shall develop, by the effective date of this Agreement, written policies and procedures for accepting, processing and responding to all Complaints from Family members, Local and/or Regional Allied Agencies, and OMAP Members. Contractor shall handle OMAP Member Complaints consistent with Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.

I. Financial Risk, Management and Solvency

Contractor shall assume the risk for providing Covered Services to its OMAP Members. Contractor shall maintain sound financial management consistent with OAR 410-141-0340, Oregon Health Plan Prepaid Health Plan Financial Solvency and shall maintain protections against Insolvency, as specified in Exhibit C, Solvency Plan and Financial Reporting. If Contractor expects to change any elements of the Solvency Plan or solvency protection arrangements, Contractor shall provide written advance notice to Division at least 60 calendar days before the proposed effective date of change. Such changes are subject to written Division approval from the Health Plan Unit Manager. Failure to maintain adequate financial solvency, as determined by Division, shall be grounds for termination of this Agreement by Division.

J. Recordkeeping

1. Clinical Records

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

2. Financial Records

Contractor shall maintain complete and legible financial records pertinent to Covered Services delivered and Capitation Payments received. Such records shall be maintained in accordance with accounting principles approved by the American Institute of Certified Public Accountants, Generally Accepted Accounting Principles (GAAP), and/or other applicable accounting guidelines. Financial records shall be retained for at least three years after final payment is made under this Agreement or until all pending matters are resolved, whichever period is longer.

3. Government Access to Records

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

K. Reports

1. Participating Provider Listing and Capacity Report

Contractor shall submit to Division, one calendar month following the effective date of this Agreement, the Mental Health Services Practitioner Report, included in Exhibit A.

2. Complaint Log

Contractor shall submit to Division, within 60 calendar days following the end of each calendar quarter, the Health Plan Complaint Log, included in Exhibit B.

3. QA Reports

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

4. Financial and Utilization Reports

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

5. Practitioner Incentive Plans

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

6. Abuse Reporting and Protective Services

For adult OMAP Members, Contractor and Participating Providers shall comply with all protective services, investigation, and reporting requirements described in OAR

309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services In Community Programs and Community Facilities and ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill.

L. Data Systems

1. Encounter Data

Contractor shall submit accurate and complete Encounter data to Division through OMAP pursuant to Exhibit D, Encounter Minimum Data Set Requirements. Contractor shall use the DSM-IV Multiaxial classification system inclusive of Axes I, II and V.

2. Client Process Monitoring System

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

3. Oregon Patient/Resident Care System

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

4. Failure to Comply with Data Submission Requirements

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

5. Other Systems

Contractor shall have automated capacity adequate to track changes to and errors in the Enrollment listing; track Utilization Management activities; coordinate benefits with other payors; collect funds from other payors; and track claims received, adjudicated and paid.

M. Research, Evaluation and Monitoring

1. In addition to submission of data described in Part VII, Statement of Work, Section L, Data Systems, Contractor shall cooperate with Division in collection of information through Consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement and for developing and monitoring

performance objectives. Contractor shall assist Division with development and distribution of survey instruments for use in evaluating integration of Covered Services in the OHP Medicaid Demonstration Project. Contractor and its subcontractors shall provide access to records and facilities as described in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping, Part VII, Statement of Work, Section J, Recordkeeping and Part XXXII, Agreement Compliance and Quality Assurance Monitoring.

2. Contractor shall develop detailed procedures for tracking and evaluating potential adverse selection created by the urban and/or rural environment, as applicable. Contractor shall work with Division to assure that such procedures include collection and evaluation of information that will enable the Division to compare the intensity of Covered Services rendered to OMAP Members of different Mental Health Organization models.

N. Credentialing Process

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

subcontract are accredited by nationally recognized organizations (e.g., Council on Accredited Rehabilitation Facilities (CARF), Joint Commission on Accreditation of Healthcare Organizations (JCAHO)) and/or are certified under OAR 309-012-0130 et. seq. or licensed under ORS Chapter 443 by the State of Oregon to deliver specified services (e.g. OAR 309-032-0525 through 309-032-0605, Standards for Adult Mental Health Services; OAR 309-032-0950 through 309-032-1080, Standards for Community Treatment Services for Children; and OAR 309-039-0500 through 309-039-0580, Standards for Approval of Providers of Non-Inpatient Mental Health Treatment Services).

- c. Contractor shall assure that all facilities used to deliver Covered Services, either directly or through subcontract, are certified or licensed as described in Part VII, Statement of Work, Section N, Credentialing Process, Subsection 1.b. by the State of Oregon to deliver specified services (e.g., OAR 309-032-0850 through 309-032-0890, Standards for Regional Acute Care Psychiatric Services for Adults and OAR 309-033-0700 through 309-033-0740, Standards for the Approval of Community Hospital and Nonhospital Facilities to Provide Seclusion and Restraint to Committed Persons in Custody or on Diversion); safe and adequately equipped; and adequately staffed for Covered Services provided.
 - d. Contractor shall periodically check to ensure that Participating Providers and programs are credentialed as specified above.
2. Contractor shall ensure maintenance of Credentialing records documenting academic degrees, licenses, certifications, and/or qualifications of Participating Providers and programs. If the Covered Service is Acute Inpatient Hospital Psychiatric Care, Contractor need not maintain Credentialing records of hospital staff but shall maintain records documenting the facility is appropriately licensed.
3. Contractor shall ensure its subcontractors and Participating Providers work within the scope of registration or licensure or qualifications specified in Part VII, Statement of Work, Section N, Credentialing Process, Subsections 1.a. through 1.c.
4. Contractor shall have a staff development program for improving knowledge, skills and competency of staff in Psychiatric Rehabilitation principles and delivery of Covered Services.

O. Subcontracting and Assignment

Subject to the provisions of this Section, Contractor may subcontract any or all of the work to be performed under this Agreement. No subcontract shall terminate or limit Contractor's legal responsibility to Division for the timely and effective performance of its duties and responsibilities under this Agreement.

1. Contractor shall notify Division in writing of work under this Agreement to be subcontracted. Contractor shall ensure that all subcontracts meet the requirements described below and shall incorporate portions of this Agreement, as applicable, based on the scope of work to be subcontracted.
 - a. Be in writing and incorporate each applicable requirement of this Agreement, including the following: Part VII, Statement of Work, Section J, Recordkeeping; Part XXV, Indemnification; Part XXVII, Professional Liability Insurance; Part XXVIII, Tort Claims; Part XXIX, Compliance with State Laws; Part XXX, Workers' Compensation Coverage; Part XXXI, Additional Federal Requirements; Part XXXIII, Amendments and Terminations; and every other provision in this Agreement that sets requirements for any of the activities being subcontracted.
 - b. Clearly identify the work to be performed by the subcontractor and what of that work, if any, the subcontractor may further subcontract.
 - c. Ensure that the requirements of 42 CFR Part 434 that are appropriate to the services or activity required under the subcontract are fulfilled.
 - d. Contain a provision that the subcontractor shall not bill, charge, seek compensation, remuneration or reimbursement from, or have recourse against Division or any OMAP Member for Covered Services provided during the period for which Capitation Payments were made by Division through OMAP to Contractor with respect to said OMAP Member, even if Contractor becomes insolvent.
 - e. Contain a provision that the subcontractor shall continue to provide Covered Services during periods of Contractor Insolvency or cessation of operations through the period for which Capitation Payments were made to Contractor.
 - f. Contain a provision requiring the subcontractor to follow OAR 410-141-0420, Billing and Payment Under the Oregon Health Plan, when submitting Fee-For-Service claims for Oregon Health Plan services provided to OMAP Members that are not Covered Services.

- g. In cases where the subcontractor has assumed any risk covered under this Agreement, contain a provision that the subcontractor must protect itself against loss by either self-insuring or providing proof of Reinsurance and by maintaining a Restricted Reserve Fund as described in Exhibit C, Solvency Plan and Financial Reporting.
- h. Contain a provision that notifies the subcontractor of the Contractor's process for resolving issues related to the subcontract.
- I. Contain a provision that data used for analysis of delivery system Capacity, Consumer satisfaction, and financial solvency, and Encounter, client process monitoring, and Acute Inpatient Hospital Psychiatric Care admission data submission must be provided to Contractor within time frames sufficient to allow Contractor to meet reporting requirements described in Exhibit A, Mental Health Services Practitioner Report; Exhibit B, Health Plan Complaint Log; Exhibit C, Solvency Plan and Financial Reporting; Exhibit D, Encounter Minimum Data Set Requirements; Exhibit E, Client Process Monitoring System; and Exhibit F, Oregon Patient/Resident Care System.
- j. Contain a provision that requires the subcontractor to have a planned, systematic and ongoing process for monitoring, evaluating and improving the quality and Appropriateness of Covered Services provided to OMAP Members.
- k. Contain a provision that requires the subcontractor to participate in QA and QI activities of Contractor, or those of the Division if requested to do so.
- l. Contain a provision that requires the subcontractor to provide access to records and facilities as described in OAR 410-141-0180, Oregon Health Plan Prepaid Health Plan Recordkeeping, Part VII, Statement of Work, Section J, Recordkeeping and Part XXXII, Agreement Compliance and Quality Assurance Monitoring and to cooperate with Division in medical and financial record reviews, and Agreement compliance and QA monitoring.
- m. Contain a provision that requires the subcontractor to cooperate with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.765, Abuse Reporting for Mentally Ill and OAR 309-040-0200 through 309-040-0290, Abuse Reporting and Protective Services in Community Programs and Community Facilities.

2. By the effective date of this Agreement, Contractor shall provide an initial list of all subcontractors providing Covered Services. The list shall include, for each subcontractor, the subcontractor's business name, address, phone number, name of executive director (if provider is an agency), and Covered Service to be provided. Contractor shall notify Division in writing of changes to the subcontractor list within 30 calendar days of such change.
3. Contractor shall ensure that facilities used for Acute Inpatient Hospital Psychiatric Care have separate units for the treatment of children and adults (OMAP Members ages 18 and older); or may propose, for Division approval, an alternative to separate units which provides for the safety and protection of all Acute Inpatient Hospital Psychiatric Care patients.

P. Participation of Suspended or Terminated Providers

The Covered Services provided by Contractor under this Agreement may not be rendered by providers who are currently suspended or terminated from the Oregon Medical Assistance Program. Division shall notify Contractor of providers with suspended or terminated status. Contractor shall not refer OMAP Members to such providers and shall not accept billings for services to OMAP Members submitted by such providers.

VIII. Revision of Covered Services

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

IX. Consideration

A. Payment Types and Rates

In consideration of all work to be performed by Contractor under this Agreement, Division through OMAP shall pay Contractor a monthly Capitation Payment for each OMAP Member, beginning with the date of Enrollment and ending with the date of Disenrollment. Contractor shall be paid a Capitation Payment only for those OMAP Members who are enrolled with Contractor according to OMAP records. Where the date of an OMAP Member's Enrollment or Disenrollment is during mid-month, the Capitation Payment for that OMAP Member shall be prorated. Contractor shall be responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, Division will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or

workers' compensation benefits from compensation or payments paid to Contractor under this Agreement, except as a self-employed individual.

For each month during the period November 1, 1997 through September 30, 1998, Division through OMAP shall pay Contractor the Capitation amount listed below for each OMAP Member falling within the designated rate category/county who is enrolled with Contractor for the full month. For any month when one or more OMAP Members are enrolled for only part of the month, the Capitation amount for each such OMAP Member shall be prorated based upon the number of days such OMAP Member is enrolled during the month.

| Rate Category | Valley | Lane | Southern² | Tri-County³ | Other⁴ |
|--|---------------|---------------|-----------------------------|-------------------------------|--------------------------|
| Aid to Blind/Disabled with Medicare | <u>111.00</u> | <u>111.77</u> | <u>110.11</u> | <u>111.61</u> | <u>110.39</u> |
| Aid to Blind/Disabled without Medicare | <u>111.28</u> | <u>112.36</u> | <u>110.03</u> | <u>112.13</u> | <u>110.43</u> |
| SCF or OYA Children | <u>130.94</u> | <u>131.78</u> | <u>129.97</u> | <u>131.60</u> | <u>130.29</u> |
| General Assistance Recipients | <u>132.64</u> | <u>134.95</u> | <u>129.97</u> | <u>134.45</u> | <u>130.83</u> |
| Old Age Assistance with Medicare Parts A and B | <u>13.43</u> | <u>13.63</u> | <u>13.20</u> | <u>13.59</u> | <u>13.28</u> |
| Old Age Assistance with Medicare Part B Only | <u>13.47</u> | <u>13.67</u> | <u>13.24</u> | <u>13.63</u> | <u>13.32</u> |
| Old Age Assistance without Medicare | <u>11.80</u> | <u>11.97</u> | <u>11.61</u> | <u>11.93</u> | <u>11.68</u> |
| New Families | <u>6.50</u> | <u>6.60</u> | <u>6.40</u> | <u>6.58</u> | <u>6.43</u> |
| Adults and Couples | <u>16.30</u> | <u>16.67</u> | <u>15.87</u> | <u>16.59</u> | <u>16.00</u> |
| Aid to Families with Dependent Children | <u>12.40</u> | <u>12.46</u> | <u>12.33</u> | <u>12.45</u> | <u>12.35</u> |
| Poverty Level Medical Children under 100% FPL | <u>5.06</u> | <u>5.07</u> | <u>5.05</u> | <u>5.07</u> | <u>5.06</u> |
| Poverty Level Medical Children over 100% FPL | <u>2.81</u> | <u>2.81</u> | <u>2.81</u> | <u>2.81</u> | <u>2.81</u> |
| Poverty Level Medical Adults under 100% FPL | <u>2.38</u> | <u>2.39</u> | <u>2.36</u> | <u>2.39</u> | <u>2.36</u> |
| Poverty Level Medical Adults over 100% FPL | <u>2.13</u> | <u>2.14</u> | <u>2.11</u> | <u>2.14</u> | <u>2.11</u> |

NOTES:

- 1 - Valley area includes Linn, Benton, Marion, Polk and Yamhill Counties.
- 2 - Southern area includes Jackson, Josephine and Douglas Counties.
- 3 - Tri-County area includes Clackamas, Multnomah and Washington Counties.
- 4 - Other area includes Baker, Clatsop, Columbia, Coos, Crook, Curry, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Klamath, Lake, Lincoln, Malheur, Morrow, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, and Wheeler Counties.

Division shall provide upon Contractor request and availability documents produced by the actuarial firm which document and describe the rate development process.

B. Payment in Full

The consideration listed above is the total consideration payable to Contractor for all work under this Agreement.

C. Changes in Payment Rates

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

1. Division shall notify Contractor within 30 calendar days of any action by the HSC under ORS 414.720 or the Legislative Assembly that will necessitate a change in the Capitation Payment.
2. In the event of any action as described in Part IX, Consideration, Section C, Changes in Payment Rates, Subsection 1., Division shall prepare and provide to Contractor an amendment to this Agreement. The new Capitation Payment under such amendment shall take effect no earlier than 30 calendar days from the date the amendment is mailed or delivered to Contractor and, in the case of changes resulting from legislative action, no earlier than 60 calendar days following final legislative action.
3. Contractor shall sign any such amendment within 30 calendar days of receipt of the amendment, or such later date as Division may specify. If Contractor fails to sign the amendment within such time period, Division may, at its sole discretion, terminate this Agreement, effective on the proposed effective date of the amendment or such later date as Division may specify.

D. Timing of Capitation Payments

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

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

listing, retroactive Capitation Payments shall not be made to Contractor for OHP Clients not appearing on Contractor's Enrollment data files or listing.

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

E. Settlement of Accounts

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

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

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

F. Long Term Psychiatric Care

1. Compensation

Division shall use one of the methods listed below to reimburse Contractor for Acute Inpatient Hospital Psychiatric Care costs for OMAP Members determined by Division, the Community Coordinating Committee process described in OAR 309-031-0200 through 309-031-0255, Admission and Discharge of Mentally Ill Persons, or the Clinical Reviewer to be Appropriate for Long Term Psychiatric Care. Reimbursement shall begin on the date the OMAP Member is determined Appropriate for Long Term Psychiatric Care and end on the date the OMAP Member is discharged from the Acute Inpatient Hospital Psychiatric Care setting. In selection of a reimbursement method, Division shall give priority to method F.1.c. If the situation described in F.1.c. does not apply, then Division will select F.1.b if applicable followed by F.1.a.

- a. Division shall reimburse Contractor for actual costs incurred; or
- b. If Contractor has a declining daily rate reimbursement arrangement

with the hospital for Acute Inpatient Hospital Psychiatric Care as stipulated by contract, Division shall reimburse Contractor at the daily rate negotiated with the hospital for the provision of Long Term Psychiatric Care services or the daily rate paid to the hospital on the last day the OMAP Member is Appropriate for Acute Inpatient Hospital Psychiatric Care; or

- c. If Contractor uses facilities with which Division has contracted for psychiatric beds, Division shall assume cost of care under its contract with that facility.

In no case shall the reimbursement by the Division under Part IX, Consideration, Section F, Long Term Psychiatric Care, Subsections F.1.a. or F.1.b. of Compensation be greater than \$800 per day nor shall total reimbursement under Subsection 1, Compensation, exceed \$100,000 during the period of this Agreement.

2. Reimbursement Procedure

Contractor shall submit to the HPU of Division one bill each month which lists all OMAP Members meeting the criteria described above in Subsection 1, Compensation and shall submit the final bill within 45 calendar days of termination or expiration of this Agreement. Contractor shall itemize costs by OMAP Member and shall submit documentation supporting actual costs, hospital break even point, if applicable, and completed Request for Long Term Psychiatric Care Determination form returned by ECMU or CATS placement request approved by the Community Coordinating Committee and CATS program. If Division does not dispute the bill, it shall authorize the bill for payment and reimburse Contractor within 45 calendar days of receipt of bill by the HPU.

G. Remedies Short of Termination

Whenever Division, in its sole judgement, determines that Contractor is out of compliance with this Agreement, Division may, at its discretion, take Remedial Action. Division shall issue a Notice of Intended Remedial Action which provides, in nonEmergency Situations, at least 30 calendar days notice prior to the effective date of the Remedial Action, and in Emergency Situations, at least seven (7) calendar days notice prior to the effective date of Remedial Action. Contractor may request an administrative review concerning the Notice of Intended Remedial Action and may also request suspension of the Remedial Action until a decision is reached through the administrative review process. To receive a suspension of the intended Remedial Action, Contractor must request an administrative review before the effective date of the intended Remedial Action and include a request to suspend the intended Remedial Action. If the intended Remedial Action is suspended and a decision is reached in favor of Division, Division may impose the Remedial Action retroactively to effective date stated in the Notice of Intended Remedial Action.

X. Marketing

Contractor shall ensure that staff activities and written materials do not intentionally mislead potential OMAP Members about options available through Contractor. Contractor shall cooperate with Division in developing written materials to be included in OHP Medicaid Demonstration Project application packets.

XI. Identification Cards

Division hereby waives the requirement that Contractor issue an identification card to OMAP Members as specified in OAR 410-141-0300, Oregon Health Plan Prepaid Health Plan Member Education. Contractor may issue identification cards to OMAP Members. Such identification cards shall be for Contractor's convenience only and shall confer no rights to Covered Services or other benefits under this Agreement. To be entitled to such Covered Services or benefits, the holder of the card must, in fact, be an OMAP Member and be eligible for Covered Services under this Agreement. Each identification card shall indicate that the holder of the card is not entitled to benefits under this Agreement unless currently and lawfully enrolled as an OMAP Member. If Contractor serves non-OMAP Members, identification cards of non-OMAP Members and OMAP Members shall be as similar as possible and shall not distinguish the OMAP Member as different in any way.

XII. Third Party Resources

A. Notice to Health Insurance Group

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

B. Secondary Payor Status and Retroactive Disenrollment

Contractor is secondary payor when the OMAP Member is covered by another health insurance policy. At OMAP's discretion or at the request of the Contractor, OMAP may retroactively disenroll an OMAP Member to the time the OMAP Member acquired third party insurance. Contractor shall notify OMAP's Health Management Unit (HMU) who will determine if the retroactive Disenrollment is appropriate. When an OMAP Member is retroactively disenrolled, Division through OMAP shall recoup all Capitation Payments from the time the OMAP Member received other health insurance.

C. Collection of Third Party Resources

Contractor may require OMAP Members to cooperate in securing payment from Third Party Resources (TPR), including liability insurance, but may not require OMAP Members to file a claim other than for personal injury protection coverage. To the extent permitted by law, Contractor shall make a reasonable effort to identify and pursue such TPR without regard to any Capitation Payments received by Contractor under this Agreement. Contractor shall have a system for obtaining timely assignment of the rights to recovery or the assignment of lien rights from the OMAP Member and/or provider as necessary to effectively pursue TPR claims. If Contractor is unable to gain cooperation from the OMAP Member in pursuing the TPR, Contractor shall notify the AFSD's Third Party Recovery Unit of the OMAP Member's refusal to cooperate.

D. Confidentiality

When pursuing TPR, Contractor shall follow federal and state guidelines relating to confidentiality pursuant to Part II, Section 22, including without limitation, the federal (42 CFR Part 2) and state (ORS 426.460 and ORS 179.505) confidentiality laws and regulations governing the identity and medical/client records of OMAP Members. Division considers the Contractor's sending of claims and supporting documentation to a Third Party Insurer to facilitate third party recovery a purpose directly connected with the administration of the Medicaid program. To the extent authorized by law, the AFSD's Third Party Recovery Unit shall share client and claim information received with the Contractor to assist the Contractor in third party recovery.

E. Claims Processing

Contractor may not refuse payment on Valid Claims based solely on a diagnosis if there is no documentation of a potential TPR other than the diagnosis. If a provider cannot obtain recovery from the TPR, Contractor shall not delay payment to the provider.

F. Accounting for Third Party Collections

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

G. Adjustments to the Capitation Rate

The capitation rate for the next two yearly contract periods shall include a reduction to account for the third party recovery experience of all Mental Health Organization contractors during this contract period. Contractor understands that in addition to this adjustment, the

Division may implement prospective adjustments to reflect anticipated third party recovery experience in any future contracts. Third party recoveries made by Contractor during this contract period shall be an obligation owed to Division if subsequent contracts are not entered.

H. Dual Coverage

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

XIII. Merger

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

XIV. Ownership

Contractor shall notify Division of any changes in the ownership of Contractor and provide Division with the name(s) and address(es) of all owners of an equity interest in Contractor which equals or exceeds 5 percent.

XV. 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. Contractor understands and agrees that Division's payment of amounts under this Agreement attributable to work performed after the last day of the current biennium is contingent upon Division receiving appropriations, limitations, or other expenditure authority sufficient to allow Division, in the exercise of its reasonable administrative discretion, to continue to make Capitation Payments under this Agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations, or other expenditure authority for the succeeding biennium, Division may terminate this Agreement effective upon written notice to Contractor with no further liability to Contractor.

XVI. Dual Payment

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

XVII. Government Status

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

XVIII. Successors in Interest

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

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

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

XIX. Force Majeure

Neither Contractor nor Division shall be held responsible for delay or default caused by fire, riot, war, major disaster, epidemic, or acts of God which is beyond either Contractor's or Division's reasonable control. Contractor or Division 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 Contractor, care may be deferred until after resolution of the labor dispute except when care or service is needed for an emergency or Urgent need or when there is a potential for a serious adverse mental health or medical consequence if treatment or Diagnosis is delayed more than 30 calendar days.

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

XX. 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.

XXI. Controlling State Law/Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any action or suit involving this Agreement shall be filed and tried in Marion County, Oregon. Provided, however, if the action or suit must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. Contractor, by signature below of its authorized representative, hereby consents to the in personam jurisdiction of said court.

XXII. 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.

XXIII. Waiver

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

XXIV. Non-Discrimination

Contractor 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 (ADA) of 1990, and all amendments to those acts and all regulations promulgated thereunder. Contractor shall also comply with all applicable requirements of state civil rights and rehabilitation statutes and rules.

XXV. Indemnification

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

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, Division shall indemnify, within the limits of the Oregon Tort Claims Act, Contractor against liability for damage to life or property arising from Division's activities under this Agreement, provided Division shall not be required to indemnify Contractor for any such liability arising out of the wrongful acts of Contractor or the employees, agents or subcontractors of Contractor.

XXVI. Public Contractors' Liability

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

XXVII. Professional Liability Insurance

Contractor shall ensure that all persons and entities performing services under this Agreement obtain and keep in effect during the term of this Agreement professional liability insurance which provides coverage of direct and vicarious liability relating to any damages caused by an error, omission or any negligent acts. Except to the extent that the Oregon Tort Claims Act, ORS 30.260 to 30.300, is applicable and imposes lesser limitations, Contractor shall ensure coverage of not less than the amount of \$1,000,000 per person per incident and not less than \$1,000,000 in the aggregate either through a binder issued by an insurance carrier or by Contractor's self-insurance with proof of same to be provided to Division upon request.

XXVIII. Tort Claims

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

XXIX. Compliance with State Laws

Division's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555, which are hereby incorporated by reference.

XXX. Workers' Compensation Coverage

Contractor, 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.

XXXI. Additional Federal Requirements

Contractor shall include the provisions of Subsections A-D and F-G of this Part in all subcontracts and Subsection E when subcontracting with a clinical laboratory.

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

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

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 4. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify Division for any damages suffered by Division as a result of Contractor's failure to comply with the terms of this certification.
 5. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- B. If the sums payable to Contractor under this Agreement exceed \$100,000, Contractor shall comply with all applicable standards, orders or requirements issued under 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. Contractor 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 Contractor exceed \$10,000, Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

- E. Contractor and any laboratories used by Contractor shall comply with the Clinical Laboratory Improvement Amendments (CLIA 1988) which require that:

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

XXXII. Agreement Compliance and Quality Assurance Monitoring

- A. Division shall conduct Agreement compliance and QA monitoring related to this Agreement. Contractor and its subcontractors shall cooperate in such monitorings and the Contractor shall notify its subcontractors and Participating Providers of such monitorings, related instructions and requests for information.
- B. Division shall provide Contractor 30 calendar days written notice of any Agreement compliance and QA monitoring activity which requires any action or cooperation by

Contractor as specified in D. below, unless one of the following conditions exist or is suspected to exist:

1. Operations of Contractor or its subcontractor or Participating Providers threaten the health or safety of any OMAP Member; or
 2. Contractor or its subcontractors or Participating Providers may act to alter records or make them unavailable for inspection.
- C. Notice of monitorings shall include the date the monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.
- D. Monitoring procedures may include, but are not limited to, the following:
1. Entry and inspection of any facility used in the delivery of Covered Services;
 2. A request for submission to Division of copies of documents, or access to such documents during a site visit, as needed to verify compliance with this Agreement or state and federal laws, rules and regulations;
 3. The completion by Contractor of self-assessment checklist or presite visit questionnaires recording the degree of compliance or noncompliance with specific Agreement or rule requirements; and
 4. Conduct of interviews with, and administration of questionnaires to, Contractor staff, Participating Providers, Health Care Professionals, Local and/or Regional Allied Agencies, and Consumers knowledgeable of service operations.
- E. Contractor shall cooperate with Division in the development of a corrective action plan to bring Contractor performance in compliance with this Agreement or state and federal laws, rules and regulations.
- F. Division shall make available to Contractor a written report of its findings and conclusions within 60 calendar days of the completion of the monitoring.

XXXIII. Amendments and Termination

- A. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, without a duly executed amendment. Any amendments to this Agreement shall be effective only when reduced to writing, signed by both parties, and when signed by the Oregon Department of Justice as approved for legal sufficiency.
- B. This Agreement may be terminated under any of the following conditions:

1. This agreement may be terminated by mutual consent of both parties or by either party upon 30 calendar days written notice. If termination is initiated by Contractor, Division has a right to full disclosure of Contractor's records required by this Agreement. Contractor shall promptly provide such disclosure to Division upon demand. If termination is initiated by Division under Part IX, Consideration, Section C, Changes in Payment Rates, the 30 calendar day notice period does not apply and the termination is effective upon written notice to Contractor.
2. Division may also terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by Division, as set forth elsewhere in this Agreement, or 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 Contractor or Contractor's subcontractors or Participating Providers to provide Covered Services is for any reason denied, revoked, or not renewed.
 - d. If Division determines that the health or welfare of OMAP Members is in jeopardy should this Agreement continue.
3. Division may by written notice to Contractor terminate this Agreement under any of the following conditions:
 - a. If Contractor fails to provide services called for by this Agreement; fails to perform any other provisions of this Agreement within the time specified or any extension thereof; or fails to pursue the work of this Agreement in accordance with its terms; and such failure continues for ten (10) calendar days after Contractor's receipt of written notice thereof.
 - b. If Contractor fails to perform or otherwise comply with any provision

contained in Part VII, Statement of Work.

- c. If Contractor is a Fully Capitated Health Plan (FCHP) and no longer provides services under the OHP Medicaid Demonstration Project in all of the counties listed in Part II, Section B, Service Area, pursuant to its FCHP service agreement with the Office of Medical Assistance Programs (OMAP).
 - d. If Contractor is a County Government (or a group of counties acting through a lead county under ORS Chapter 190 or an intergovernmental entity created by a group of counties under ORS Chapter 190) and no longer operates or contracts for CMHPs (or in the case of a group of counties acting through a lead county under ORS Chapter 190 or an intergovernmental entity created by a group of counties under ORS Chapter 190, one or more of the said counties no longer operates or contracts for CMHPs) pursuant to ORS 430.620 under an Intergovernmental Agreement with the Division.
- C. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except that Contractor shall be solely responsible for its obligations or liabilities after the termination date when the obligations or liabilities result from Contractor's failure to provide for termination of, or right to terminate, its commitments concurrently with and consistent with the termination of this Agreement.
- D. In the event of termination of this Agreement, the following provisions apply:
- 1. Contractor shall ensure the orderly and reasonable transfer of OMAP Member care in progress, whether or not those OMAP Members are hospitalized.
 - 2. If Contractor continues to provide services to a former OMAP Member after the date of termination, Division through OMAP shall pay Contractor on a Fee-For-Service basis subject to Division and OMAP rules if the former OMAP Member is an OHP Client and is not enrolled with another contractor at the time Contractor renders services. If Contractor chooses to provide services to a former OMAP Member who is no longer an OHP Client or who is enrolled with another contractor at the time Contractor renders the service, 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 OMAP Members 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. Contractor 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. Contractor is responsible for any and all claims from subcontractors or other providers, including Emergency Service providers, for Covered Services provided prior to the termination date. Contractor 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 Contractor at the time of termination or when such new claims incurred prior to termination are received. Contractor shall supply Division through OMAP with all information necessary for reimbursement of such claims.

4. The rights and obligations of the parties arising under Part VII, Statement of Work, Section J, Recordkeeping, Subsection 3, Government Access to Records; Part XXI, Controlling State Law/Venue; Part XXV, Indemnification; Part XXXIII, Amendments and Terminations, Section C; and Part XXXIII, Amendments and Terminations, Section D shall survive the termination or expiration of this Agreement.

XXXIV. Notices

Any notice under this Agreement shall be deemed received the earlier of either the time of delivery or two (2) working days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to Contractor: To the address listed in Part XXXVI, Contractor Information, of this Agreement.

If to an OMAP Member: To the latest address provided for the OMAP Member on an address list, Enrollment or change of address form actually received by Contractor.

If to Division: HPU Manager, MHDDSD, 2575 Bittern Street NE, Salem, Oregon 97310-0520.

XXXV. Definitions

With the following exceptions and additions, the terms in this Agreement have the same definitions as those terms appearing in Oregon Administrative Rules (OARs) 309-012-0140, 309-032-0535, 309-033-0210, 410-120-0000, and 410-141-0000. The order of preference for these definitions is this Agreement, Oregon Health Plan Rules of OMAP, General Rules of OMAP, and Mental Health Rules of Division.

Abuse: Any death caused by other than accidental or natural means; any physical injury caused by other than accidental means or that appears to be at variance with the explanation given of the injury; willful infliction of physical pain or injury; and sexual harassment or exploitation, including but not limited to, any sexual contact between an employee of a facility or community program and an OMAP Member. In residential programs, Abuse includes other intentional acts or absence of action that interfere with the mental, emotional or physical health of the resident.

Acute Care: Intensive, psychiatric services provided on a short-term basis to a person experiencing significant symptoms of a mental disorder that interfere with the person's ability to perform activities of daily living.

Acute Inpatient Hospital Psychiatric Care: Acute Care provided in a psychiatric hospital with 24-hour medical supervision.

Adult and Family Services Division (AFSD): The Division with primary responsibility to assist poor families in meeting their basic needs and to help them become more self sufficient. To achieve these outcomes, the Division provides income maintenance payments to poor families; contracts with providers for employment training and placement of eligible clients; provides payments for supportive services, such as day care and transportation; and provides eligibility determination for the OHP Medicaid Demonstration Project.

Allied Agencies: See definition for Local and/or Regional Allied Agencies.

Alternative Site: A place where services are provided other than the service provider's office, clinic or other regular place of business. Alternative Sites are used to assure more accessible and effective delivery of the service and include, but are not limited to, a school, community center, foster home, Nursing Home, physician's office, home or other natural setting.

Americans with Disabilities Act (ADA): Federal law promoting the civil rights of persons with disabilities, including mental illness. The purpose of the law is "to provide a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities and to provide clear, strong, consistent, enforceable standards addressing discrimination against individuals with disabilities." The ADA requires that accommodations be made in employment, service delivery and accessibility of facilities and/or services.

Appropriate: The extent to which a particular procedure, treatment, test, or service is documented to be effective, clearly indicated, not excessive, adequate in quantity, and provided in the setting best suited to the needs of the OMAP Member.

Assessment: The determination of a person's need for Covered Services. It involves the collection and evaluation of data pertinent to the person's mental history and current problem(s) obtained through interview, observation, and record review. The Assessment concludes with one of the following: (1) documentation of a DSM Diagnosis providing the clinical basis for a written Treatment Plan; or (2) a written statement that the person is not in need of Covered Services. Other disposition information such as to whom the person was referred is included in the Clinical Record.

Benchmark: The level of performance or standard against which attainment of specific objectives is measured.

Capacity: The ability to make Covered Services available in a given geographic area relative to the size, location and unique needs of the OMAP Membership within it. Indicators of Capacity may be represented as ratios between the number of Participating Providers per 1,000 OMAP Members for a given geographic area (county or zip code); as ratios between the number of Participating Providers per 1,000 OMAP Members; as ratios between various types of Participating Providers (psychiatrists, case managers) per a set number of OMAP Members with specific diagnoses, unique characteristics and/or special needs; as ratios between the number of Participating Providers per the total of OMAP Members and other patients; as a function of travel time or distance between the OMAP Member's residence and the Participating Provider; as a function of waiting time for regular appointments, urgent care, emergency care and specialty care; as a function of office waiting time; and as a function of 24-hour care. Measurement of Capacity must consider factors such as geographic or physical barriers (mountains or rivers) which preclude access, service utilization patterns (services being sought outside the immediate vicinity), language or cultural barriers, and needs of migrant or seasonal workers.

Capitation: A payment model which is based on prospective payment for services, irrespective of the actual amount of services provided, generally calculated on a per OMAP Member per month basis.

Capitation Payment: The amount paid by Division through OMAP to Contractor on a per OMAP Member per month basis in advance of and as payment for the OMAP Member's actual receipt of Covered Services under this Agreement.

Case Management: Services provided to OMAP Members who require assistance to ensure access to benefits and services from Local, Regional and/or State Allied Agencies or other service providers. Services provided may include: advocating for the OMAP Member's treatment needs; providing assistance in obtaining entitlements based on mental or emotional Disability; referring OMAP Members to needed services or supports; accessing housing or residential programs; coordinating services including educational or vocational activities; and establishing alternatives to inpatient hospital services.

Case Rate: A flat rate paid per person for a specific range of services. A Case Rate may be paid for each referral made to a provider or for each admission made to a hospital. The provider receiving the payment assumes the risk of providing all Covered Services for the full range of services for each OMAP Member for whom the payment was made.

Chemical Dependency Provider: A practitioner approved by OADAP to provide publicly funded alcohol and drug abuse rehabilitative services.

Child and Adolescent Treatment Services (CATS): The CATS program at Oregon State Hospital.

Children Global Assessment Scale (CGAS): A scale used to measure and condense different

aspects of a child's biopsychosocial functioning into a single, clinically meaningful index of severity. The CGAS is an adaptation of the Diagnostic and Statistical Manual Global Assessment Scale for adults by the Department of Psychiatry, Columbia University, published in November 1982. The CGAS is recommended for use with children 4 through 16. The CGAS scores are numerically quantified on Axis Five of the DSM multi-axial Diagnosis.

Civil Commitment Process: The legal process of involuntarily placing a person, determined by the Circuit Court to be a mentally ill person as defined in ORS 426.005 (1) (d), in the custody of Division. The Division has the sole authority to assign and place a committed person to a treatment facility. The Division has delegated this responsibility to the CMHP Director. Civil commitment does not automatically allow for the administration of Medication without informed client consent. Additional procedures described in administrative rule must be followed before Medication can be involuntarily administered.

Client Process Monitoring System (CPMS): The Division's client information system for community based services.

Clinical Reviewer: The entity jointly chosen to resolve disagreements related to an OMAP Member's need for Long Term Psychiatric Care immediately following an Acute Inpatient Hospital Psychiatric Care stay.

Clinical Record: The individual client service record. For the purpose of confidentiality, it is considered the medical record defined in ORS Chapter 179.

Clinical Services Coordination: Coordinating the access to, and provision of, services from multiple agencies according to the Treatment Plan; establishing crisis service linkages; advocating for the person's treatment needs; and providing assistance to obtaining entitlements based on mental or emotional Disability.

Community Coordinating Committee: A committee composed of representatives from the local Community Mental Health Program, State Office for Services to Children and Families, Juvenile Court, local education district, and Oregon State Hospital, Children and Adolescent Treatment (CATS) program. The committee performs the intake function to assure a child's need for Long Term Psychiatric Care at the CATS Program.

Community Emergency Service Agencies: These include, but are not limited to, hospital emergency rooms, crisis centers, protective services of Senior and Disabled Services Division and SOSCF, OYA, local juvenile justice, police, homeless shelters, CMHPs, and civil commitment investigators.

Community Mental Health Program (CMHP): The organization of all services for persons with mental or emotional disorders and developmental disabilities operated by, or contractually affiliated with, a LMHA, operated in a specific geographic area of the state under an intergovernmental agreement or direct contract with Division.

Community Standard: Expectations for access to the health care delivery system in the OMAP Member's community of residence. Except where the Community Standard is less than sufficient to ensure quality of care, the Division requires that the health care delivery system available to Contractor's OMAP Members take into consideration the Community Standard and be adequate to meet the needs of OMAP Members.

Complaint: Expression of dissatisfaction or concern by an OMAP Member.

Condition/Treatment Pair: Conditions described in the International Classification of Diseases Clinical Modifications, 9th edition (ICD-9 CM) and treatments described in the current version of the American Medical Association's Physicians' Current Procedural Terminology (CPT) and BA Codes established by the Division which, when paired by the HSC, constitute the line items in the Prioritized List of Health Services. Condition/Treatment Pairs may contain many diagnoses and treatments. The pairs are listed in OAR 410-141-0520, Prioritized List of Health Services.

Consultation: Professional advice or explanation given concerning a specific OMAP Member to others involved in the treatment process, including Family members, staff members of other human services agencies (such as Senior and Disabled Services Division, AFSD, schools, SOSCF, OYA, juvenile justice) and care providers (such as Nursing Homes, foster homes, or residential care facility staff).

Consumer: An OMAP Member with a mental or emotional disorder who receives Covered Services. This term is also used in reference to any person receiving services through a Community Mental Health Program which are not Covered Services.

Continuity of Care: The ability to sustain services necessary for a person's treatment. Continuity of Care is a concern when an OMAP Member is transferred from one service provider to another.

Contractor Representative: The individual within the Contractor organization responsible for handling Complaint and Hearing issues. The role of this person is described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.

Covered Services: Services included in the Capitation Payment paid to Contractor under this Agreement with respect to an OMAP Member under this Agreement whenever services are Medically Appropriate for the OMAP Member. Services included in the Capitation Payment are described in Attachment 1, State of Oregon, Oregon Health Plan Service Categories for Per Capita Costs, October 1997 through September 1998. The Capitation Payment is based on the number of condition/treatment pair lines of the List of Prioritized Health Services funded by the Legislature and adopted in OAR 410-141-0520. The Covered Services described in Attachment 1 shall be substituted with and/or expanded to include Flexible Services and Flexible Service Approaches identified and agreed to by Contractor, the OMAP Member, and, as appropriate, the family of the OMAP Member as being an efficacious alternative. Covered Services are limited in accordance with OAR 410-141-0500, Excluded Services and Limitations for Oregon Health Plan Clients.

Credentialing: The authorization process by which the MHO ensures that professionals and other

providers who will deliver services to OMAP Members are licensed to practice, or otherwise qualified for their respective positions. Authorization is determined by comparison of practitioner qualifications with applicable requirements for education, licensure, professional standing, experience, service availability and accessibility, and conformance with MHO Utilization and quality management requirements.

Culturally Competent: The Capacity to provide services in an effective manner that is sensitive to the culture, race, ethnicity, language and other differences of an individual. Such services may include, but are not limited to, use of bilingual and bicultural staff, provision of services in culturally appropriate alternative settings, and use of bicultural Paraprofessionals as intermediaries with professional staff.

Current Procedural Terminology (CPT): A listing of descriptive terms and identifying codes for reporting medical services and procedures performed by physicians. The purpose of the terminology is to provide a uniform language that accurately describes medical, surgical, and diagnostic services, and thereby provides an effective means for reliable nationwide communication among physicians, patients, and third parties.

Daily Structure and Support: Structured developmental or rehabilitative programs designed to improve an adult's basic functioning in daily living and community living. Programs include a mixture of Individual Therapy and Group Therapy activities, therapeutic treatment oriented toward developing emotional and physical capability in areas of daily living, community integration, and interpersonal functioning. Service needs are identified in the Assessment and prescribed in the Treatment Plan.

Day and Residential Treatment Services (DARTS) Psychiatric Day Treatment: Community-based day or residential treatment services for children in a psychiatric treatment setting which conforms to established state-approved standards.

Declaration for Mental Health Treatment: A written statement of a person's decisions concerning his or her mental health treatment. The declaration is made when the person is able to understand and make decisions related to such treatment. It is honored when the person is unable to make such decisions.

Department of Human Resources (DHR): The Department comprised of seven divisions and two major program offices: AFSD; SOSCF; Health Division; MHDDSD; Senior and Disabled Services Division; Vocational Rehabilitation Division; and the Office of the Director, which includes OMAP and OADAP.

Descending Daily Rate: A rate paid which decreases over time. For example, the rate paid on the first day of a hospital admission would be higher than that paid on the second day and all subsequent days. The financial incentive in this example would be for the hospital to be effective in its treatment so that the patient could be discharged before the reimbursement rate drops to a point where revenues do not cover costs.

Diagnosis or DSM Diagnosis: The principal mental disorder listed in the most recently published edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), that is the Medically Appropriate reason for clinical care and the main focus of treatment for an OMAP Member. The Principal Diagnosis is determined through the mental health Assessment and any examinations, tests, procedures, or Consultations suggested by the Assessment. Neither a DSM "V" code disorder, substance use disorder or mental retardation may be considered the Principal Diagnosis, although these conditions or disorders may co-occur with the diagnosable mental disorder.

Disabling Condition: A physical or mental impairment that substantially limits one or more major life activities (such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working) It includes a record of having such an impairment or being regarded as having such an impairment.

Disability: A physical or mental impairment that substantially limits one or more major life activities (such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working) It includes a record of having such an impairment or being regarded as having such an impairment.

Disenrollment: The act of discharging an OMAP Member from a MHO's responsibility. After the effective date of Disenrollment an OHP Client is no longer required to obtain Covered Services from the MHO, nor be referred by the MHO.

Division: The Mental Health and Developmental Disability Services Division of the Department of Human Resources.

Division Representative: The individual within the Mental Health and Developmental Disability Services Division designated to handle MHDDSD Administrative Hearings requested by OMAP Members. The role of the Division Representative is described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.

DSM-IV Code: The numerical code, including modifiers, which identifies psychiatric disorders defined in the American Psychiatric Association's Diagnostic and Statistical Manual, Fourth Edition, 1994.

Early Intervention: Provision of Covered Services directed at preventing or ameliorating a mental disorder or potential disorder during the earliest stages of onset or prior to onset for individuals at high risk of a mental disorder.

Emergency Psychiatric Hold: Pursuant to ORS Chapter 426, physical retention of a person taken into custody by a peace officer, health care facility, Oregon State Hospital, hospital or nonhospital facility as ordered by a physician or a CMHP director.

Emergency Response System: The coordinated method of triaging the mental health service needs of OMAP Members and providing Covered Services when needed. The system operates 24-hours a day, 7-days a week and includes, but is not limited to, after hours on call staff, telephone and in

person screening, Outreach, and networking with hospital emergency rooms and police.

Emergency Service: Covered Services that are needed immediately or appear to be needed immediately because of an injury, sudden illness, or exacerbation of an illness that would have meant risk of permanent damage to the OMAP Member's health. See definition for Twenty-four (24) Hour Urgent and Emergency Services.

Emergency Situation: A situation requiring attention within 24 hours to prevent a serious deterioration in an OMAP Member's mental health.

Encounter: An outpatient contact or Acute Inpatient Hospital Psychiatric Care admission for Covered Services provided to an OMAP Member.

Encounter Data System: An automated information system which is maintained by OMAP and includes data submitted by Prepaid Health Plans for OMAP Members receiving Covered Services. The data set resembles a "claims" data set in order to use existing or familiar data sets such as the HCFA-1500, UB-92, and OMAP 501-D. Encounter data is often referred to as "dummy claims," "pseudo claims," "shadow claims," or "encounter claims."

Encounter Minimum Data Set: Reporting of OMAP Member contacts using the National Standard Format (also known as HCFA-1500) for outpatient services and the UB-92 format for Acute Inpatient Hospital Psychiatric Care services for OMAP Member specific Covered Services.

Enhanced Care Services: Services, which are not Covered Services, defined in OAR 309-032-720 through 309-032-830 as provided to eligible persons who reside at facilities licensed by the Senior and Disabled Services Division.

Enrollment: The assignment of OHP Clients to MHOs per OAR 410-141-0060, Oregon Health Plan Managed Care Enrollment Requirements. Once the OHP Client becomes an OMAP Member, the person must receive all Covered Services from the MHO or be referred by the MHO to Mental Health Practitioners.

Evaluation: A psychiatric or psychological Assessment used to determine the need for mental health services. The Evaluation includes the collection and analysis of pertinent biopsychosocial information through interview, observation, and psychological and neuropsychological testing. The Evaluation concludes with a five axes Diagnosis of a DSM-IV multiaxial Diagnosis, prognosis for rehabilitation, and treatment recommendations.

Extended Care Management: Controlling the Utilization of extended care resources.

Extended Care Management Unit (ECMU): The unit within OMHS of Division responsible for maintaining Oregon State Hospital, and local acute inpatient census within or below budgeted capacity and managing the Utilization of extended care projects. The unit provides the clinical Assessment and placement of adults with severe and persistent mental illness who require long term structure, support, rehabilitation, and supervision within designated projects of the Extended Care

Program.

Extended Care Program: State-funded program designed to provide necessary services in a least restrictive environment, utilizing a range of hospital, residential, and community resources. These programs include secure residential facilities, residential psychiatric treatment, CATS at Oregon State Hospital, Geropsychiatric Treatment Program at Oregon State Hospital, Oregon State Hospital, Senior and Disabled Services Division enhanced care and PASSAGES Projects.

Family: Parent or parents, legal guardian, siblings, grandparents, spouse and other primary relations whether by blood, adoption, legal or social relationship.

Family Support Services: Services provided to the Family members of an OMAP Member under treatment that helps such Family members cope with the symptoms of the OMAP Member's mental disorder.

Family Therapy: Planned treatment actively involving the immediate or extended Family to remediate significant impairments to functioning that are related to a mental disorder diagnosed on Axis I or II of a DSM-IV multi-axial Diagnosis and identified by the mental health Assessment. Family Therapy is individualized to meet specific goals and Measurable Objectives in the Treatment Plan. The intended outcome of Family Therapy for a child is to achieve and maintain the best possible, developmentally appropriate, level of functioning. The intended outcome of Family Therapy for an adult is to manage, reduce or resolve the identified mental health problems thereby allowing the adult to function more independently and competently in daily life.

Fee-For-Service (FFS): The payment for reimbursable services retrospectively based upon agreed rates and the amount of service provided.

Flexible Service: A service that is an alternative or addition to a Traditional Service that is as likely or more likely to effectively treat the mental disorder as documented in the OMAP Member's Clinical Record. Flexible Services may include, but are not limited to: Respite Care, Partial Hospitalization, Subacute Psychiatric Care, Family Support Services, Parent Psychosocial Skills Development, Peer Counseling, and other nonTraditional Services identified.

Flexible Service Approach: The delivery of any Covered Service in a manner or place different from the traditional manner or place of service delivery. A Flexible Service Approach may include delivering Covered Services at Alternative Sites such as schools, residential facilities, nursing facilities, OMAP Members' homes, emergency rooms, offices of DHR, other community settings; offering flexible clinic hours; offering Covered Services through Outreach or a Home-Based Approach; and using Peers, Paraprofessionals and persons who are Culturally Competent to engage difficult-to-reach OMAP Members.

Fully Capitated Health Plans (FCHPs): Prepaid Health Plans that contract with OMAP to provide physical health care services under the OHP Medicaid Demonstration Project.

Geropsychiatric Treatment Program: Four units at Oregon State Hospital serving frail, elderly,

persons with mental disorders, head trauma, advanced dementia, and/or concurrent medical conditions who cannot be served in community programs.

Good Cause: For purposes of this Agreement, Good Cause shall mean that there were circumstances beyond the control of the OMAP Member which prevented a timely Complaint filing, timely MHDDSD Hearing request, or timely request for benefit continuation pending resolution of the Complaint or MHDDSD Hearing issue.

Group Skills Development: An individualized program of interventions designed to meet specific goals and objectives in an OMAP Member's Treatment Plan and to remediate significant impairments in an OMAP Member's functioning that are the result of a principal mental or emotional disorder. Treatment is provided within a group of three or more people. Interventions focus on developing and strengthening competencies in the areas of functioning such as skills for reducing anger, managing stress, resolving conflict, allaying fears, improving communication, solving problems, or coping with depression.

Group Therapy: Planned treatment to remediate significant impairments in the functioning that are the result of a principal mental or emotional disorder diagnosed on Axis I or II of a DSM-IV multiaxial Diagnosis and identified by a mental health Assessment. Group Therapy is the treatment of three or more unrelated persons with similar therapeutic issues. It is individualized to meet specific goals and Measurable Objectives in the Treatment Plan. The intended outcome of Group Therapy for a child is to achieve and maintain the best possible, developmentally appropriate, level of functioning. The intended outcome of Group Therapy for an adult is to manage, reduce or resolve the identified mental health problems thereby allowing the client to function more independently and competently in daily life.

Health Care Financing Administration (HCFA): The federal agency responsible for approving the waiver request to operate the OHP Medicaid Demonstration Project.

Health Care Professional: Persons with current and appropriate licensure, certification, or accreditation in a medical, mental health or dental profession, which include but are not limited to: medical doctors (including psychiatrists), osteopathic physicians, psychologists, registered nurses, nurse practitioners, licensed practical nurses, certified medical assistants, physician assistants, QMHAs, QMHPs, dentists, dental hygienists, denturists, and certified dental assistants.

Health Plan Unit (HPU): The organizational section within Division responsible for integrating mental health services into the OHP Medicaid Demonstration Project.

Health Services Commission (HSC): The governing body responsible for the OHP Medicaid Demonstration Project Prioritized List of Health Services. The HSC determines the Condition/Treatment Pairs to be included on the Prioritized List of Health Services and determines the ranking of each pair.

Hearing Officer: An individual designated by Division to conduct a hearing on the Division's behalf. The role of the Hearing Officer is defined in OAR 461-025-0365, Role of the Hearing

Officer and is described in Exhibit G, Oregon Health Plan Mental Health Services Complaint and Hearings Process.

Home-Based Approach: Providing a service in the OMAP Member's home or place of residence.

Incurred But Not Reported (IBNR) Expenses: Expenses for services authorized by an agency responsible for their payment, but for which no statement has yet been received by that agency. These are expenses for which the agency is liable and which the agency will need to expect to pay.

Individual Skills Development: An individualized program of interventions designed to meet specific goals and objectives in a person's Treatment Plan and to remediate significant impairments in a person's functioning that are the result of a principal mental or emotional disorder. Treatment is provided on an individual basis. Interventions focus on developing and strengthening competencies in the areas of functioning such as skills for reducing anger, managing stress, resolving conflict, allaying fears, improving communication, solving problems, or coping with depression.

Individual Therapy: Planned treatment to remediate significant impairments in functioning that are the result of a principal mental or emotional disorder diagnosed on Axis I or II of a DSM-IV multiaxial Diagnosis and identified by a mental health Assessment. Therapy is individualized to meet specific goals and Measurable Objectives in the Treatment Plan. The intended outcome of Individual Therapy for a child is to achieve and maintain the best possible, developmentally appropriate, level of functioning. The intended outcome of Individual Therapy for an adult is the management, reduction or resolution of identified mental health problems thereby allowing the client to function more independently and competently in daily life.

Insolvency: Unable to meet debts or discharge liabilities.

Intake: The process of gathering preliminary information about a potential Consumer to determine whether the person is eligible for services, the urgency of the situation or need for services, and the initial provisional Diagnosis. This information is used to schedule the first appointment, if applicable.

Intensive Psychiatric Rehabilitation: The application of concentrated and exhaustive treatment for the purpose of restoring a person to a former state of mental functioning.

Intensive Treatment, Structure and Support: An individualized program of Therapy, psychosocial skills development, psychiatric services and Consultation designed to meet specific goals and objectives in a person's Treatment Plan. Treatment is provided within a structured group setting to remediate significant impairments in a person's functioning that are the result of a principal mental or emotional disorder.

International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9-CM): The numerical coding system which precisely delineates the clinical picture of each patient.

Interpreter Services: Language translation services to assist non-English speaking persons to

receive information and communicate when such information and communication is otherwise available only in English. Interpreter Services also include sign language service to persons with hearing impairments.

Involuntary Psychiatric Care: Any psychiatric service, such as forced Medication, which is provided on a basis other than by informed client (or guardian) consent. Involuntary psychiatric services are provided only when authorized by ORS Chapter 426 and in accordance with administrative rules. Generally, a person must be determined to lack the capacity to give informed client consent before involuntary psychiatric services may be administered.

JCAHO: The Joint Commission on Accreditation of Healthcare Organizations.

JCAHO Psychiatric Residential Program: A program which provides non-emergency inpatient (residential) psychiatric services for children under age 21 in residential facilities which are licensed by SOSCF and accredited by the JCAHO. These programs must meet DARTS standards regarding staffing credentials and staffing patterns, the integration of education and treatment, and Family focussed, community-based treatment.

Licensed Medical Practitioner (LMP): A person who is a physician, nurse practitioner and/or physician's assistant licensed to practice in the State of Oregon whose training, experience and competence demonstrates the ability to conduct a comprehensive mental health Assessment and provide Medication Management. The LMHA or MHO must document that the person meets these minimum qualifications.

Local Mental Health Authority (LMHA): As defined in ORS 430.620, the county court or board of commissioners of one or more counties who choose to operate a CMHP; or, if the county declines to operate or contract for all or part of a CMHP, the board of directors of a public or private corporation which contracts with Division to operate a CMHP for that county.

Local and/or Regional Allied Agencies: These include, but are not limited to, LMHA, CMHPs, AFSD, Area Agencies on Aging, Commission on Children and Families, Department of Corrections, Senior and Disabled Services Division, SOSCF, OYA, Vocational Rehabilitation Division, housing authorities, local schools, special education, law enforcement agencies, adult criminal justice and juvenile justice, developmental disability Services, Chemical Dependency Providers, residential providers, Oregon State Hospital, and Prepaid Health Plans.

Long Term Hospitalization: Inpatient psychiatric services delivered in an Oregon State Operated Hospital after the usual and customary amount of Acute Inpatient Hospital Psychiatric Care has been provided and the individual continues to require a hospital level of care.

Long Term Psychiatric Care: State Hospital psychiatric inpatient services for persons with non-acute mental disorders and Residential Services for children.

Measurable Objective: A predetermined statement of a desired and quantifiable outcome.

Medicaid: A federal and state funded portion of the Medical Assistance Program established by Title XIX of the Social Security Act, as amended, and administered in Oregon by DHR. The program provides medical assistance to poor and indigent persons.

Medicaid Authorization Specialist (MAS): A QMHP designated at the county or regional level to determine the rehabilitative mental health needs of children in state custody referred for certain residential programs or OMAP Members under age 18 requiring services which are not Covered Services.

Medical Assistance Program: A program for payment of medical and remedial care provided to eligible Oregonians that is administered by identified Divisions and the Office of Medical Assistance Programs (OMAP). OMAP has primary responsibility for coordinating the Medical Assistance Program.

Medical Transportation: A service provided to Medicaid eligible persons pursuant to rules (410-136-0020 et. seq.) promulgated by the OMAP and published in its Medical Transportation Services Guide.

Medically Appropriate: Services and supplies which are required for Prevention (including preventing a relapse), Diagnosis or treatment of mental disorders and which are Appropriate and consistent with the Diagnosis; consistent with treating the symptoms of a mental illness or treatment of a mental disorder; appropriate with regard to standards of good practice and generally recognized by the relevant scientific community as effective; not solely for the convenience of the OMAP Member or provider of the service or supply; and the most cost effective of the alternative levels of Covered Services or supplies which can be safely and effectively provided to the OMAP Member in the Contractor's judgement.

Medication: Any drug, chemical, compound, suspension or preparation in suitable form for use as a curative or remedial substance taken either internally or externally.

Medication Management: Services delivered by a licensed registered nurse or physician related to the prescribing, dispensing, administration and management of Medications as described in the Treatment Plan.

Medication Override Procedure: The administration of psychotropic Medications to a person in an Acute Inpatient Hospital Psychiatric Care setting when the person has refused to accept the administration of such Medications on a voluntary basis. Administration of such Medications is considered a significant procedure. Significant procedures can only be performed after the person has been committed and only when there is good cause. A Medication Override Procedure must meet the requirements of OAR 309-033-0640, Involuntary Administration of Significant Procedures to a Committed Person with Good Cause. These procedures are used as a way to administer treatment to an OMAP Member who is incapable of providing informed consent and is in need of treatment.

Mental Health and Developmental Disability Services Division (MHDDSD or Division): The

DHR agency responsible for the administration of the State's mental health and developmental disability services.

Mental Health Information System (MHIS): The information system of the Division that includes the CPMS for community based services and the Oregon Patient/Resident Care System for inpatient and acute services. It provides a statewide client registry and contractor registry for tracking service Utilization and contractor Capacity.

Mental Health Organization (MHO): A Prepaid Health Plan under contract with Division to provide Covered Services under the OHP Medicaid Demonstration Project. MHOs can be FCHPs, CMHPs or private MHOs or combinations thereof.

Mental Health Practitioner: Persons with current and appropriate licensure, certification, or accreditation in a mental health profession, which include but are not limited to: psychiatrists, psychologists, registered psychiatric nurses, QMHAs, and QMHPs.

MHDDSD Hearing: An administrative hearing before MHDDSD related to a denial, reduction, termination, or suspension of mental health benefits which is held when requested by the OMAP Member or OMAP Member Representative. Such hearing may also be held when requested by an OMAP Member or OMAP Member Representative who believes a claim for services was not acted upon with reasonable promptness or believes the payor took action erroneously.

Multi-Family Treatment Group: The planned treatment of mental health needs identified in the mental health Assessment which occurs in a group setting of at least three children (none of whom are siblings, step-siblings, or live in the same household) and their families. Groups are of limited duration and designed for children and families dealing with similar issues.

Notice of Action: A written document issued to the OMAP Member when a service, benefit, request for service authorization, or request for claim payment is denied. The Notice of Action includes the following elements: (a) a statement of the action, the effective date of such action, and the date the Notice of Action is mailed; (b) the reasons for the action and the specific regulations that support the action; (c) an explanation of the right to file a Complaint with the Contractor and to request an administrative hearing with Division, and the consequences of choices made; (d) a statement referring the OMAP Member to an enclosed informational Notice of Complaint Process form; (e) a statement referring the OMAP Member to an enclosed informational Notice of Hearing Rights form; and (f) the name and telephone number of a person to contact for additional information.

Notice of Intended Action: A written document issued to the OMAP Member at least ten calendar days prior to the effective date of a service or benefit termination, suspension or reduction. The Notice of Intended Action includes all elements of a Notice of Action plus an explanation that if a Complaint is filed or a Hearing is requested before the effective date of the intended action, benefits will be continued until a decision is reached. The Notice of Intended Action also includes an explanation that if the issue is resolved in favor of Contractor, the OMAP Member will be required to reimburse the Contractor for the cost of benefits continued and received after the effective date of an intended action.

Notice of Intended Remedial Action: A written document issued to Contractor when the Division intends to take Remedial Action. The Notice of Intended Remedial Action includes the following elements: (a) a statement of the intended Remedial Action, the effective date of such intended Remedial Action, and the date the Notice of Intended Remedial Action is mailed; (b) the reasons for the intended Remedial Action; (c) an explanation of the Contractor's right to request an administrative review as described in Section C of Part IV, Interpretation and Administration of Agreement; (d) an explanation that the intended Remedial Action will be suspended when Contractor requests an administrative review before the effective date of the intended Remedial Action and such request also includes a request to suspend the intended Remedial Action until a decision is reached through the administrative review process; (e) an explanation that if the intended Remedial Action is suspended as described above in (d) and a decision is reached in favor of Division, the intended Remedial Action may be imposed retroactively to effective date stated in the Notice of Intended Remedial Action; and (f) in cases where the Remedial Action includes withholding of Capitation Payments because Contractor has failed to provide Covered Services and/or Division has incurred costs in providing Covered Services, a list of OMAP Members for whom Capitation Payments will be withheld, the nature of the Covered Services denied by Contractor, and costs incurred by Division in providing Covered Services in accordance with this Agreement.

Nursing Home (Same as Nursing Facility): An establishment with permanent facilities for the comprehensive care of persons who require assistance with activities of daily living and 24-hour nursing care. Nursing services exclude surgical procedures and include complex nursing tasks that cannot be delegated to an unlicensed person. A nursing facility is licensed and operated pursuant to Oregon Revised Statute 441.020(2).

Office of Alcohol and Drug Abuse Programs (OADAP): The office within DHR that oversees and funds outpatient treatment services for persons not covered under the OHP Medicaid Demonstration Project, as well as residential treatment services, non-hospital detoxification, Prevention and Early Intervention Services.

Office of Medical Assistance Programs (OMAP): The Office of DHR responsible for coordinating the Medical Assistance Program for the State of Oregon.

Office of Mental Health Services (OMHS): The program office of Division responsible for the administration of mental health services for the State of Oregon.

OMAP Member: As used in this Agreement, an individual found eligible by a Division of DHR to receive health care services under the OHP Medicaid Demonstration Project and who is enrolled with Contractor under this Agreement.

OMAP Member Representative: A person who can make Oregon Health Plan related decisions for OMAP Members who are not able to make such decisions themselves. An OMAP Member Representative may be, in the following order of priority, a person who is designated as the OMAP Member's health care representative, a court-appointed guardian, a spouse, or other family member as designated by the OMAP Member, the Individual Service Plan Team (for OMAP Members with

developmental disabilities), a DHR case manager or other DHR designee. For OMAP Members in the care or custody of the State Office for Services to Children and Families (SOSCF) or Oregon Youth Authority (OYA), the OMAP Member Representative is SOSCF or OYA. For OMAP Members placed by SOSCF through a Voluntary Child Placement Agreement (SCF form 499), the OMAP Member shall be represented by his or her parent or legal guardian.

Oregon Health Plan (OHP): Oregon's health care reform effort consisting of a Medicaid Demonstration Project, an individual insurance program for persons excluded from health insurance coverage due to pre-existing health conditions, and a group insurance program for small businesses. One objective of this reform effort includes universal coverage for Oregonians. In the context of this Agreement, Oregon Health Plan refers to the OHP Medicaid Demonstration Project.

Oregon Health Plan (OHP) Client: An individual found eligible by a Division of DHR to receive health care services under the OHP Medicaid Demonstration Project.

Oregon Health Plan (OHP) Medicaid Demonstration Project: The project which expands Medicaid eligibility to Oregon residents with an income of less than 100% of the Federal Poverty Level and pregnant women and children under age six with incomes up to 133% of the Federal Poverty Level. The OHP Medicaid Demonstration Project relies substantially upon prioritization of health services and managed care to achieve the public policy objectives of access, cost containment, efficacy, and cost effectiveness in the allocation of health resources.

Oregon Patient/Resident Care System (OP/RCS): The Division's data system for persons receiving services in the Oregon State Hospitals and selected community hospitals providing Acute Inpatient Hospital Psychiatric services under contract with the Division.

Oregon State Hospital (OSH): The state-operated psychiatric hospital with campuses in Salem and Portland, and the state-operated psychiatric hospital in Pendleton.

Oregon Youth Authority (OYA): The Department created by the 1995 Legislative Assembly that has responsibility for care and housing of child and adolescent offenders adjudicated and sentenced by juvenile justice to the juvenile correction system.

Outreach: Services provided away from the service provider's office, clinic or other place of business in an effort to identify or serve OMAP Members who might not otherwise obtain, keep or benefit from usual appointments. Such services include, but are not limited to, community-based visits with an OMAP Member in an attempt to engage him or her in Medically Appropriate treatment, and providing Medically Appropriate treatment in a setting more natural or comfortable for the OMAP Member.

Paraprofessional: A worker who does not meet the definition of QMHA or QMHP but who assists such associates and professionals.

Parent Psychosocial Skills Development: Theoretically based interventions that focus on developing and strengthening a parent's competencies in areas of functioning such as skills in

managing stress and reducing anger.

Partial Hospitalization: As used in this Agreement, an intensive package of time-limited mental health services which are directly supervised by a physician and which are provided as an alternative to or following acute inpatient hospital psychiatric care. Services are usually provided in a hospital or other certified facility but persons receiving partial hospitalization sleep elsewhere.

Participating Provider: An individual, facility, corporate entity, or other organization which provides Covered Services under an agreement with the Contractor and agrees to bill in accordance with such agreement. For Contractors who utilize a staff model and/or provide Covered Services directly, a Participating Provider may also include employees of Contractor.

PASSAGES Projects: One type of Extended Care Program which consists of community-based services for adults with severe and persistent mental illness who have been hospitalized for over six months in an Oregon State Hospital or who have had difficulty maintaining stability in other structured community settings. Placements in these projects are approved by the ECMU of OMHS.

Peer: A person who has equal standing with another as in gender, socio-economic status, age or mental disorder.

Peer Counseling: A mental health service or support provided by trained persons with characteristics similar to the Consumer such as persons in recovery from a major mental illness or persons representing a generational cohort or persons with the same cultural background.

Personal Care in Adult Foster Homes (MED): Medicaid-covered activities of daily living and support services provided in a licensed Family home or other home for five or fewer persons who are unable to live by themselves without supervision according to standards and procedures defined in OAR 309-040-0000 through 309-040-0100.

Preadmission Screening and Annual Resident Review (PASSAR): Screening and Evaluation services for residents of licensed nursing facilities to determine their need for inpatient psychiatric hospitalization according to federal standards and procedures defined in OAR 309-048-0050 through 309-048-0130.

Prepaid Health Plan (PHP): A managed care organization that contracts with OMAP and/or Division on a case managed, prepaid, capitated basis under the OHP Medicaid Demonstration Project. PHPs may be Dental Care Organizations (DCO), FCHP, Chemical Dependency Organizations (CDO), or MHO.

Prevention: Services provided to stop, lessen or ameliorate the occurrence of mental disorders.

Primary Care Practitioner (PCP): A general practice physician, Family physician, general internist, pediatrician, or gynecologist who is responsible for providing and coordinating the OMAP Member's health care services. This person authorizes referrals to specialists and payment is contingent upon these authorizations.

Principal Diagnosis: The reason that is chiefly responsible for the visit. See DSM-IV, Use of the Manual, page 3.

Prioritized List of Health Services: The listing of condition and treatment pairs developed by the HSC for the purpose of implementing the OHP Medicaid Demonstration Project. See OAR 410-141-0520, Prioritized List of Health Services, for the listing of Condition/Treatment pairs.

Provide: To furnish directly, or authorize and pay for the furnishing of, a Covered Service to an OMAP Member.

Provider: An organization, agency or individual licensed, certified and/or authorized by law to render professional health services to OMAP Members.

Provider Panel: Those Participating Providers affiliated with the MHO who are authorized to provide services to OMAP Members.

Psychiatric Rehabilitation: The application of treatment for the purpose of restoring a person to a former or desired state of overall functioning. See definition of Intensive Psychiatric Rehabilitation.

Psychiatric Security Review Board (PSRB): The Board authorized under ORS Chapter 161 which has jurisdiction over persons who are charged with a crime and found guilty except for insanity. The PSRB has statutory authority to approve a Conditional Release Order for a person under PSRB jurisdiction released into the community. The Conditional Release Order directs the type, nature and frequency of mental health treatment services; names the provider of mental health treatment services; and specifies the supervision services that must be integrated with community mental health treatment services. The PSRB may revoke a Conditional Release Order at any time the person violates the Conditional Release Order and cause the person to be immediately returned to Oregon State Hospital by law enforcement.

Psychiatric Security Review Board (PSRB) Services: Those services required by the PSRB in a Conditional Release Order which are not covered under OAR 410-141-0480, Oregon Health Plan Benefit Package of Covered Services. These services include, but are not limited to: (1) assessment of persons for the court and the PSRB to determine if a person can be safely treated in the community, and to define specific supervision requirements for the person; (2) treatment services including Evaluation, Case Management, psychotherapy, and Medication Management for disorders or services that are not covered by OHP; and (3) supervision of the person's disorder and compliance with the Conditional Release Order. PSRB services are General Fund services which are outside the MHO Agreement and are provided through separate Division contract.

Psychiatric Vocational Project: One type of Extended Care Program which includes two community-based projects jointly funded by Vocational Rehabilitation Division and Division. These two projects, Bridges in Washington County and Laurel Hill in Eugene, provide Intensive Psychiatric Rehabilitation Services with a vocational emphasis. Placement in these projects is approved by the ECMU of OMHS.

Psychoeducational Program: Training conducted for the purpose of creating an awareness of mental disorders and treatment.

Qualified Mental Health Associate (QMHA): A person delivering services under the direct supervision of a QMHP and meeting the following minimum qualifications as documented by the Contractor: a bachelor's degree in a behavioral sciences field; or a combination of at least three years' relevant work, education, training or experience; and has the competencies necessary to communicate effectively; understand mental health Assessment, treatment and service terminology and to apply the concepts; and provide psychosocial Skills Development and to implement interventions prescribed on a Treatment Plan within their scope of practice.

Qualified Mental Health Professional (QMHP): A LMP or any other person meeting the following minimum qualifications as documented by the Contractor: graduate degree in psychology; bachelor's degree in nursing and licensed by the State of Oregon; graduate degree in social work; graduate degree in behavioral science field; graduate degree in recreational, art, or music therapy; or bachelor's degree in occupational therapy and licensed by the State of Oregon; and whose education and experience demonstrates the competencies to identify precipitating events; gather histories of mental and physical disabilities, alcohol and drug use, past mental health services and criminal justice contacts; assess Family, social and work relationships; conduct a mental status examination; document a multi-axial DSM Diagnosis; write and supervise a Treatment Plan; conduct a Comprehensive Mental Health Assessment; and provide Individual Therapy, Family Therapy, and/or Group Therapy within the scope of their training.

Quality Assurance (QA): A process to promote and confirm consistency of performance and to reduce variance in performance. A Quality Assurance process serves to demonstrate or document the degree of attainment of predetermined goals and Benchmarks.

Quality Assurance/Quality Improvement (QA/QI) Plan: A plan which describes the MHO's QA and QI process.

Quality Improvement (QI): A process to simultaneously promote consistency of performance and to promote meaningful change in Measurable Objectives. The process seeks to improve performance and to adjust Measurable Objectives and Benchmarks.

Quality of Care: The degree to which services produce desired health outcomes and satisfaction of Consumers, and are consistent with current best practices.

Reasonable Accommodation: Consistent with the ADA and Section 504 of the Rehabilitation Act of 1973, a modification to policies, practices, or procedures when the modification is necessary to avoid discrimination on the basis of Disability unless the service provider can demonstrate that making the modification would fundamentally alter the nature of the service, program or activity. Reasonable Accommodations may include, but are not limited to, activities such as the following: (1) reading, or providing a tape of, material otherwise provided in written format to a person with a visual impairment; (2) providing a service in a more accessible location for a person with a mobility and other impairment; (3) providing assistance to a person with a Disability in completing

applications and other paperwork necessary to receipt of services; and (4) modifying a waiting area layout to accommodate a person in a wheelchair.

Recoup: To deduct or withhold (part of something due) for an equitable reason. Recoupment occurs as a deduction on the next month's Capitation Payment and is reflected on the Remittance Advice. Types of actions that can trigger a recoupment include mid-month OMAP Member out of service Area moves, change of Prepaid Health Plans, and retroactive Disenrollment actions.

Reinsurance: To insure by contracting to transfer in whole or in part a risk or contingent liability already covered under an existing contract.

Remedial Action: An action taken by Division when, in its sole judgement, it determines that Contractor is out of compliance with this Agreement. A Remedial Action includes one or more of the following actions: suspension of Enrollment of new OMAP Members, reduction of the number of OMAP Members, or withholding of a portion of Capitation Payments. A Remedial Action continues until such time as the Division determines that Contractor is in compliance with this Agreement and Division has recovered all costs incurred in the provision of Covered Services required by this Agreement.

Request for Proposals (RFP): The process used by the Division to solicit offers to deliver managed mental health services under the OHP Medicaid Demonstration Project.

Residential/Medical Youth Care Residential Center: A facility providing treatment under a physician approved plan to children and adolescents (ages 3 through 20) with a mental or emotional disorder as identified in a mental health Assessment. These children and adolescents are placed by OYA or SOSCF in cooperation with the county mental health authority. Adolescents receiving this service have a DSM-IV, Axis I Diagnosis and reside in a SOSCF licensed youth care center. This service includes an Appropriate mix and intensity of individual and group therapies and Skills Development to reduce or eliminate the symptoms of the disorder and restore the individual's ability to function, to the best possible level, in home, school and community settings.

Residential Service: The organization of services in a home or facility including room, board, care and other services provided to adults assessed to be in need of such services. Residential Services include, but are not limited to, Residential Care Facilities, Residential Treatment Facilities, Residential Treatment Homes, Crisis Respite Services and Secure Residential Treatment Facilities. Residential Services do not include Supported Housing programs.

Residential Treatment Facility: A facility that is operated to provide supervision, care and treatment on a 24-hour basis for six or more residents consistent with ORS 443.400 through ORS 443.455.

Residential Treatment Home: A home that is operated to provide supervision, care and treatment on a 24-hour basis for five or fewer residents consistent with ORS 443.400 through ORS 443.455.

Respite Care: See definition for "Crisis-Respite Services".

Restricted Reserve Fund: A fund that is separate from ongoing operation accounts and is limited for use to prevent Insolvency. This fund is set up to meet unexpected cash needs and to cover debts when an organization discontinues its role as a Contractor. This fund **may not** be used to meet expected ongoing obligations such as withholds, incentive payments and the like.

Service: The care, treatment, service coordination or other assistance provided to an OMAP Member.

Service Area: The geographic area in which the MHO is responsible for delivering Covered Services under this Agreement.

Services Coordination: Services provided to OMAP Members who require access to and/or receive services from one or more Local and/or Regional Allied Agencies or program components according to the Treatment Plan. Services provided may include establishing precommitment service linkages; advocating for treatment needs; and providing assistance in obtaining entitlements based on mental or emotional Disability.

Setting: The locations at which Covered Services are provided. Settings include such locations as mental health offices, an individual's home or school or other identified locations.

Skills Training: A program of rehabilitation as prescribed in the Treatment Plan which is designed to improve social functioning in areas important to maintaining or re-establishing residency in community, such as money management, nutrition, food preparation, community awareness, and community mobility. Skills Training can be provided on an individual basis or in a group setting.

Specialized Medication Adjustment: Medication adjustments which because of the complexity or danger, require a level of expertise beyond that of the usual LMP for that setting or client.

Stakeholders: Persons, organizations and groups with an interest in how Covered Services are delivered under the MHO Agreement. Stakeholders may include, but are not limited to, OMAP Members, Consumers, Families, Local and/or Regional Allied Agencies, child psychiatrists, child advocates, advocacy groups, and other groups.

State Hospital: State-operated psychiatric hospitals including Oregon State Hospital in Salem and Portland, and Eastern Oregon Psychiatric Center in Pendleton.

State Office for Services to Children and Families (SOSCF): This Division serving as Oregon's child welfare agency. Child protective services staff assess reports of child Abuse and neglect, work with families to try to keep children in the home, and place children in foster care or residential treatment if their need for safety and other services requires substitute care. The adoption program serves children who have been released by the courts for permanent placement.

Stop Loss Coverage: Insurance to provide excess loss coverage protection for catastrophic claims to an agency or provider.

Stop Loss Protection: Provider excess loss coverage for catastrophic claims.

Subacute Psychiatric Care: Care characterized by the commitment of treatment resources toward the resolution or amelioration of a significant, but not serious, mental health problem over a relatively short period of time.

Subcontractor: An individual, facility, corporate entity, or other organization which provides Covered Services under an agreement with the Contractor and agrees to bill in accordance with such agreement.

Supported Housing: Provision of mental health rehabilitation services in the home or other community setting for the purpose of assisting a person to live independently. Such services typically include skill development in money management, nutrition, and community living; assistance with health issues and taking prescribed Medications; and provision of supportive counseling.

Tertiary Treatment: Complementary medical, psychological, or rehabilitative procedures designed to eliminate, relieve or minimize mental or emotional disorders.

Therapeutic Group Home: A home providing planned treatment to a child in a small residential setting. Treatment includes theoretically based individual and group home Skills Development and Medication Management, Individual Therapy and Consultations as needed, to remediate significant impairments in the child's functioning that are the result of a principal mental or emotional disorder diagnosed on Axis I of the DSM-IV multi-axial Diagnosis.

Third Party Resources: Those payments, benefits or resources available from certain categories of resources, including but not limited to the following: under a federal or state worker's compensation law or plan; for items or services furnished by reason of membership in a prepayment plan; for items or services provided or paid for directly or indirectly by a health insurance plan; for items or services provided or paid for directly or indirectly as health benefits from a governmental entity, such as Veteran's Administration, Armed Forces Retirees and Dependent Act (CHAMPVA), Armed Forces Active Duty and Dependents Military Medical Benefits Act (CHAMPUS), and Medicare Parts A and B; to OMAP Members who are eligible for services under another state's Title XIX or state-funded Medical Assistance program; through other community resources; or for tort or estate recoveries.

"365" Project: One type of Extended Care Program which is a community-based alternative to Oregon State Hospital services developed on an individualized basis for persons with state hospitalization episodes of one year or longer. These are extended care projects that provide intensive services and supports to enable approved adults to live in community rather than institutional settings. Persons must be approved for placement in these projects by the ECMU of OMHS.

Traditional Service: A Medically Appropriate mental health service defined in Attachment 1, State of Oregon, Oregon Health Plan Service Categories for Per Capita Costs, October 1997 through

September 1998. Traditional Services are those services that have historically been used to treat mental disorders and include services for which Medicaid Fee-For-Service billing categories exist. For OMAP Members under 21 years of age Traditional Services include the following: Interpreter Services; Assessment and Evaluation; Consultation; Clinical Services Coordination; Case Management; Medication Management; Individual Therapy, Family Therapy and Group Therapy; Multi-Family Treatment Group; Individual Skills Development and Group Skills Development; Intensive Treatment, Structure and Support; 24-hour Urgent and Emergency Response; and Acute Inpatient Hospital Psychiatric Care. For OMAP Members 21 years of age and older Traditional Services include the following: Interpreter Services; Assessment and Evaluation; Consultation; Case Management; Medication Management; Individual Therapy, Family Therapy and Group Therapy; Daily Structure and Support; Individual and Group Skills Training; 24-hour Urgent and Emergency Response; Acute Inpatient Hospital Psychiatric Care; and Covered Services provided in a variety of residential settings.

Treatment: A planned, Medically Appropriate, individualized program of interactive medical, psychological, or rehabilitative procedures, experiences, and/or activities designed to rehabilitate, relieve or minimize mental or emotional disorders identified through a mental health Assessment.

Treatment Foster Care: A program of rehabilitation as prescribed in the Treatment Plan and provided in the child's foster home. Skill development activities are delivered on an individualized basis and are designed to promote skill development in areas identified in the Treatment Plan. The service requires the use of Treatment Foster Care in coordination with other mental health interventions to reduce symptoms associated with the child's mental or emotional disorder and to provide a structured, therapeutic environment. The service is intended to reduce the need for future services, increase the child's potential to remain in the community, restore the child's best possible functional level, and to allow the child to be maintained in a least restrictive setting.

Treatment Parameters: The set of all variables that may affect the treatment of a client. Included in this set are providers, medical treatments, psychological treatments, and social interventions.

Treatment Plan: A written individualized comprehensive plan based on a completed mental health assessment documenting the OMAP Member's treatment goals, Measurable Objectives, the array of services planned, and the criteria for goal achievement.

Twenty-four (24) Hour Urgent and Emergency Services: Services available 24 hours per day for persons experiencing an acute mental or emotional disturbance potentially endangering their health or safety or that of others, but not necessarily creating a sufficient cause for civil commitment as set forth in OAR 309-033-0200 through 309-033-0340.

Urgent Care: Care which is medically necessary within 48 hours to prevent a serious deterioration in an OMAP Member's mental health.

Urgent Situation: A situation requiring attention within 48 hours to prevent a serious deterioration in an OMAP Member's mental health.

Usual and Customary Treatment: The application of treatment used to prevent the need for Long Term Psychiatric Care. Treatments include the following: (1) medical screens and Assessments used to rule out a medical condition or identify a medical condition that may be impacting a mental disorder; (2) Appropriate use of psychotropic Medications in therapeutic dosages needed to realize a change in the patient's condition and adjustments to such dosages to minimize side effects; (3) other cognitive and behavioral therapeutic interventions; and (4) review of options for discharge to nonhospital levels of care.

Utilization: The amount and/or pattern of Covered Services used by an OMAP Member, measured, for example, in dollars, units of service, or staff time.

Utilization Guidelines: Guidelines for the amount of Covered Services expected to be used by an OMAP Member with a specific mental disorder over time.

Utilization Management: The process used to regulate the provision of services in relation to the overall Capacity of the organization and the needs of Consumers.

Valid Claim: An invoice received by the MHO for payment of Covered Services rendered to an OMAP Member which can be processed without obtaining additional information from the provider of the service or from a third party; and has been received within the time limitations prescribed in rules governing the OHP Medicaid Demonstration Project; and is synonymous with the federal definition of a "clean claim" as defined in 42 CFR 447.45 (b).

XXXVI. Contractor Information

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

The individual signing this Agreement on behalf of Contractor hereby certifies and swears, under penalty of perjury: (a) that the number shown below is the correct Contractor taxpayer identification number, and that Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) that s/he is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, those listed below); (c) that Contractor is an independent contractor as defined in ORS 670.600; and (d) that the information set forth in this Part XXXVI, Contractor Information, is true and accurate

OAR 150-305.385(6)-(B) For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes,

amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

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

By execution of this Agreement, I, an authorized official of Contractor, certify that I have read the exhibits related to data reporting (Exhibit C, Solvency Plan and Financial Reporting; Exhibit D, Encounter Minimum Data Set Requirements; Exhibit E, Client Process Monitoring System; and Exhibit F, Oregon Patient/Resident Care System) and have shared data reporting requirements with computer systems personnel to assure that mechanisms are in place to provide for the collection and reporting of data as specified in this Agreement.

Legal Business Name: Multnomah County
(This must match the name in which your TIN was issued.)

Address: 421 SW 6th Street, 6th Floor

City, State, Zip: Portland, OR 97204

Liaisons:

| | |
|---------------------------------------|----------------|
| Contract Liaison | Floyd Martinez |
| Quality Assurance/Improvement Liaison | Leslie Goodlow |
| Complaint and Hearings Liaison | Bill Thomas |

Long Term Psychiatric Care Liaison

Bill Thomas

Telephone Number:

(503) 306-5850

Facsimile Number:

(503) 248-3926

Taxpayer Identification Number:
(Federal Employer Identification Number)

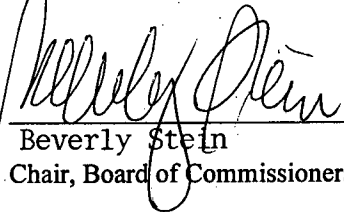
State Tax I.D. #:

Business Designation (Check One)

☐ Corporation
☐ Partnership
☐ Limited Partnership
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Sole Proprietorship
☒ Governmental
☐ Non-Profit Corporation

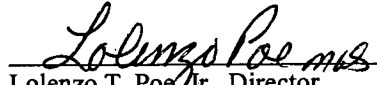
XXXVII. Signatures

CONTRACTOR
Multnomah County
421 SW 6th Avenue, Suite 700
Portland, OR 97204

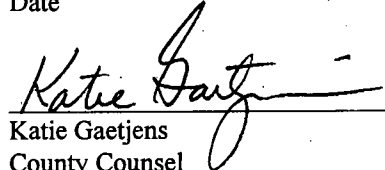

Beverly Stein
Chair, Board of Commissioners

October 16, 1997

Date



Lorenzo T. Poe, Jr., Director
Dept of Community and Family Services

10/8/97
Date


Katie Gaetjens
County Counsel

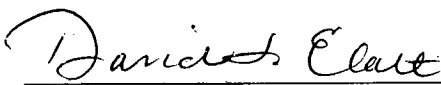
10/8/97
Date

STATE OF OREGON
Mental Health and Developmental Disability
Services Division
2575 Bittern Street NE
Salem, OR 97310


Barry S. Kast, M.S.W.
Administrator

Date

Approved as to Legal Sufficiency:


David J. Elott
Assistant Attorney General

10-1-97
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 10/16/97
DEB BOGSTAD
BOARD CLERK

EXHIBIT A
Mental Health Services Practitioner Report

1. Contractor shall complete the Mental Health Services Practitioner Report using data from the third calendar quarter and submit it to Division within one calendar month of the effective date of this Agreement. Contractor may complete a separate report for each county included in its Service Area.
2. Contractor shall estimate average wait times for the length of time between an initial contact and the Assessment and between the Assessment and the first clinical visit, if applicable.
3. Contractor shall list the name of each employed or contracted Health Care Professional providing Covered Services sorted by degree or license. Contractor shall include those employed persons whose duties may be administrative if such persons are responsible for oversight of clinical or Case Management activities; however, the amount of time recorded for such persons shall be limited to the proportion of time spent conducting clinical oversight or Case Management activities.
 - a. Contractor shall indicate whether the Health Care Professional is a QMHP or QMHA as defined in Part XXXV, Definitions.
 - b. Contractor shall list the specialty of each Health Care Professional.
 - c. For employed Health Care Professionals, Contractor shall indicate the average number of hours worked each week over the last three months for Contractor.
 - (1) Contractor may prorate the average number of hours worked each week by multiplying the total number of hours worked by the percentage of Consumers who are OMAP Members. For example, if 85% of Consumers are OMAP Members, multiply the total hours worked by each employed Health Care Professional by 85%.
 - (2) Contractor may propose to Division other methods to calculate the average number of hours per week by employed Health Care Professionals.
 - d. For contracted Health Care Professionals, Contractor shall indicate the average number of hours worked each week over the last three months in providing Covered Services to OMAP Members.
4. Contractor shall send this report to HPU, MHDDSD, 2575 Bittern Street, Salem, OR 97310-0520.
5. If Contractor has questions about this report, Contractor may call the Managed

Care/Quality Assurance Coordinator at (503) 945-9497.

6. If Contractor wants this report on diskette, Contractor may call (503) 945-9459.

MENTAL HEALTH SERVICES PRACTITIONER REPORT

Mental Health Organization: _____

Date Submitted: _____

County or Counties To Which This Report Applies: _____

Average Wait Time Until Intake/Assessment: _____

Average Wait Time Between Assessment and First Clinical Visit: _____

| Name by Degree or Licensing | Avg Hours Per Week | | Practitioner Type | | Specialty (For example, children and adults, Family counseling, and Skills Training) |
|-----------------------------------|--------------------|----------------|-------------------|------|--|
| | Employed Staff | Contract Staff | QMHP | QMHA | |
| Psychiatrist, Board Certified | | | | | |
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| Psychiatrist, Non-Board Certified | | | | | |
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| Name by Degree or Licensing | Avg Hours Per Week | | Practitioner Type | | Specialty (For example, children and adults, Family counseling, and Skills Training) |
|--|--------------------|----------------|-------------------|------|--|
| | Employed Staff | Contract Staff | QMHP | QMHA | |
| Physician | | | | | |
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| Ph.D. Psychologist/Psy.D. Psychologist | | | | | |
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| Name by Degree or Licensing | Avg Hours Per Week | | Practitioner Type | | Specialty (For example, children and adults, Family counseling, and Skills Training) |
|--------------------------------|--------------------|----------------|-------------------|------|--|
| | Employed Staff | Contract Staff | QMHP | QMHA | |
| Psychiatric Nurse Practitioner | | | | | |
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| Registered Nurse | | | | | |
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| Name by Degree or Licensing | Avg Hours Per Week | | Practitioner Type | | Specialty (For example, children and adults, Family counseling, and Skills Training) |
|-----------------------------|--------------------|----------------|-------------------|------|--|
| | Employed Staff | Contract Staff | QMHP | QMHA | |
| Master's Degree | | | | | |
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| Bachelor's Degree | | | | | |
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| Name by Degree or Licensing | Avg Hours Per Week | | Practitioner Type | | Specialty (For example, children and adults, Family counseling, and Skills Training) |
|-----------------------------|--------------------|----------------|-------------------|------|--|
| | Employed Staff | Contract Staff | QMHP | QMHA | |
| Non-Degree | | | | | |
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| Paraprofessional | | | | | |
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EXHIBIT B
Health Plan Complaint Log

1. Contractor shall collect information concerning OMAP Member Complaints filed with Contractor, its subcontractors, and its Participating Providers.
2. Contractor shall complete and submit the Health Plan Complaint Log on a quarterly basis within 60 calendar days of the end of the calendar quarter. Contractor shall record each Complaint once on the Health Plan Complaint Log. If the Complaint covers more than one category, Contractor shall record the Complaint in the predominant category.
3. Contractor shall send these reports to HPU, MHDDSD, 2575 Bittern Street, Salem, OR 97310-0520.
4. If Contractor has questions about this report, Contractor may call the Managed Care/Quality Assurance Coordinator at (503) 945-9497.
5. If Contractor wants this report on diskette, Contractor may call (503) 945-9459.

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 | | | |
| | Other - attach explanation | | | |
| 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 nonParticipating Provider denied | | | |
| | Other - attach explanation | | | |
| Totals | | | | |

EXHIBIT C
Solvency Plan and Financial Reporting

Contractor shall maintain sound financial management practices to protect against Insolvency commensurate with the number of OMAP Members and level of risk assumed. Financial management, solvency protection, and reporting shall occur as specified below.

1. Contractor shall protect itself against excessive loss by either self-insuring or by obtaining stop-loss protection from a private insurer in an amount sufficient to cover estimated risk for the duration of this Agreement. Contractor shall provide proof of such coverage to Division upon request.
2. Restricted Reserve Fund
 - a. Contractor shall maintain a Restricted Reserve Fund balance equal to \$250,000 and provide evidence of the required restricted reserve account balance to Division within 60 calendar days of the end of each calendar quarter. Contractor shall identify where and by whom the restricted reserve account is held.
 - b. If Contractor subcontracts any work to be performed under this Agreement using a capitated reimbursement arrangement, Contractor may choose to require its subcontractor to maintain a Restricted Reserve Fund for its portion of the risk assumed or may maintain a Restricted Reserve Fund for all risk assumed under this Agreement. Regardless of the choice made, Contractor shall assure that the combined total Restricted Reserve Fund balance meets the requirements of this Agreement.
 - c. If the Restricted Reserve Fund is held in a combined account or pool with other entities, Contractor, and its subcontractors as applicable, shall provide a statement from the pool or account manager that the Restricted Reserve Fund is available to Contractor, or its subcontractors as applicable, and has not been obligated elsewhere.
 - d. If Contractor shall use its Restricted Reserve Fund to finance Covered Services, Contractor shall provide advance written notice to Division of the amount to be withdrawn, the reason for withdrawal, when and how the Restricted Reserve Fund will be replenished, and steps to be taken to avoid the need for future Restricted Reserve Fund withdrawals.
 - e. Contractor shall provide Division access to its Restricted Reserve Fund if Insolvency occurs.
 - f. Contractor shall have written policies and procedures to ensure that, if Insolvency occurs, OMAP Members and related Clinical Records are transitioned to other

contractors or Health Care Professionals with minimal disruption.

3. Contractor shall provide Utilization information, using Report C1, Mental Health Monthly Utilization Overview, on a monthly basis within 30 calendar days of the end of each month. Contractor may make a written request to discontinue this report. Such a request shall be submitted to Division with documentation confirming that Contractor has successfully passed all Encounter data submission tests of OMAP. Division shall determine whether Encounter data is sufficient to discontinue Report C1 and notify Contractor of such determination and, if applicable, the effective date of discontinuation.
4. Contractor shall provide Third Party Resource collection information, using Report C2, Current OMAP Members with Third Party Resources (Quarterly Report), on a quarterly basis within 60 calendar days of the end of each calendar quarter.
5. Contractor shall provide financial information, using Report C3, Balance Sheet of OHP Activity, on a quarterly basis within 60 calendar days of the end of each calendar quarter and on an annual basis within six months of the end of the Contractor fiscal year.
6. Contractor shall provide financial information, using Report C4, Statement of Revenue, Expenses and Net Worth, on a quarterly basis within 60 calendar days of the end of each calendar quarter and on an annual basis within six months of the end of the Contractor fiscal year. With submission of the annual report, Contractor shall provide an accounting of the figure recorded on line 29 (Net Income (Loss)) of Report C4. This accounting shall include a description of how a net loss was covered or how a net income will be used during the next fiscal year, as applicable.
7. Contractor shall also submit, within six months of the end of the Contractor fiscal year, an annual audited financial statement that provides information reflected on Reports C3 and C4, and sets forth statements of opinion from an independent accounting firm about the Contractor financial statements based on its audit and about the assumptions and methods used in determining loss reserve, actuarial liabilities and related items.
8. Contractor shall have policies and procedures for determining, managing and accounting for Incurred But Not Reported Expenses and cash requirements related to this Agreement. On a quarterly basis, Contractor shall estimate its cash requirements for each of four future calendar quarters. Contractor shall provide financial information, using Report C5, Projected Budget Requirements for OHP Mental Health Business, on a quarterly basis within 60 calendar days of the end of each calendar quarter.
9. Contractor shall send these reports to HPU, MHDDSD, 2575 Bittern Street, Salem, OR 97310-0520.
10. If Contractor has questions about these reports, Contractor may call the Fiscal Analyst at 945-9423.

11. . If Contractor wants these reports on diskette, Contractor may call (503) 945-9459.

Report C1: Mental Health Monthly Utilization Overview.

Mental Health Organization: _____

Report Period: _____

Instructions: Provide monthly Utilization and OMAP Member information for Covered Services.

| 1. OMAP Member Information | | | Number |
|---|---|---|--|
| Total Number of OMAP Members ¹ As of the First of This Month | | | |
| Unduplicated Number of OMAP Members Who Received Services This Month ² | | | |
| 2. Utilization: Outpatient Services | Procedure Code | No. of OMAP Members Served³ | No. of Units⁴ of Services Provided |
| Assessment and Evaluation | BA 008, 009, 010, 108, 109, 110 CPT 90801, 90825 | | |
| Case Management | BA 045, 046, 146 | | |
| Consultation | BA 017, 117, 118 | | |
| Medication Management | BA 019, 026, 119, 126 | | |
| Outpatient Therapy | BA 011, 013, 015, 016, 025, 111, 112, 113, 114, 115, 116, 125 CPT 90835, 90841-90844, 90846, 90847, 90849, 90853, 90875, 90876 | | |
| Supportive Day Program | BA 021, 023, 024, 120, 121, 122 | | |
| Family Support Services | ECC50 | | |
| Group Parent Psychosocial Skills Development | ECC60 | | |
| Sign Language/Oral Interpreter Service | BA 040, 140 | | |
| MHDDSD JOBS | BA 150, 152, 153, 154, 155, 156, 157, 158, 159, 180 | | |

¹The number of OHP Clients the Contractor was capitated for as of the first calendar day of the reporting month.

²Count all OMAP Members who received Covered Services during the month.

³The unduplicated count of OMAP Members who received Covered Services within each service category.

⁴The total number of units of Covered Services provided to OMAP Members counted in the previous column regardless of what entity paid for the service. For example, report Covered Services paid for by Medicare or other private insurance. Unless specified otherwise, a unit of service equals 15 minutes. An OMAP Member may receive more than one type of service.

| 2. Utilization: Outpatient Services | Procedure Code | No. of OMAP Members Served⁵ | No. of Units⁶ of Services Provided |
|---|-----------------------|---|--|
| Individual Parent Psychosocial Skills Development | ECC70 | | |
| Other Services (Specify) | | | |
| 3. Utilization: Inpatient and Alternatives to Inpatient Services | Procedure Code | No. of Discharges⁷ | No. of Days⁸ |
| Acute Inpatient Hospital Care | | | |
| Subacute Care | BA135, ECC10 | | |
| Respite Care | ECC20 | | |
| Partial Hospitalization, Full Day | ECC30 | | |
| Partial Hospitalization, Part Day | ECC40 | | |

⁵The unduplicated count of OMAP Members who received Covered Services within each service category.

⁶The total number of units of Covered Services provided to OMAP Members counted in the previous column regardless of what entity paid for the service. For example, report Covered Services paid for by Medicare or other private insurance. Unless specified otherwise, a unit of service equals 15 minutes. An OMAP Member may receive more than one type of service.

⁷The number of OMAP Members discharged from an inpatient hospital or one of the alternatives listed below. Do not count as a discharge transfers from one facility to another when the receiving facility provides the same level of care and the care is covered by the Contractor under the MHO Agreement. OMAP Members found Appropriate for Long Term Psychiatric Care but who remain in an Acute Inpatient Hospital Psychiatric Care setting should not be counted until physical transfer or discharge occurs. Count the discharge even when Medicare or other private insurance paid for the Covered Service.

⁸The sum of incurred inpatient days for each of the discharges recorded for the report period. Count and record days for only those discharges occurring during the reporting period. Count the total length of stay for each discharge. For OMAP Members found Appropriate for Long Term Psychiatric Care but who remain in an Acute Inpatient Hospital Psychiatric Care setting, do not count the days from the point the OMAP Member is deemed Appropriate for Long Term Psychiatric Care.

Report C2: Current OMAP Members With Third Party Resources (Quarterly Report).

Mental Health Organization: _____

Report Period: _____

Instructions:

1. Provide Third Party Resource information for Covered Services.
2. Separate amounts collected by Medicare and non-Medicare and Capitation rate category.
3. If the accounts receivable system cannot capture collections by Capitation rate category, do the following:
 - a. Record total collections by Medicare, other insurance, and tort and estate recoveries.
 - b. Keep detailed records of all collections by OMAP Member name, prime number and Third Party Resource.
 - c. Provide a written statement with the report indicating when Third Party Resource collection information will be available by Capitation rate category.

| Capitation Rate Category | Medicare Collections | <u>Other Insurance Collections</u> | <u>Tort and Estate Collections</u> |
|--|----------------------|------------------------------------|------------------------------------|
| 1. New Families | | | |
| 2. Adults and Couples | | | |
| 3. Aid to Families with Dependent Children | | | |
| 4. Poverty Level Medical Adults under 100% FPL | | | |
| 5. Poverty Level Medical Adults over 100% FPL | | | |
| 6. Poverty Level Medical Children under 100%FPL | | | |
| 7. Poverty Level Medical Children over 100% FPL | | | |
| 8. General Assistance Recipients | | | |
| 9. Aid to Blind/Disabled with Medicare | | | |
| 10. Aid to Blind/Disabled without Medicare | | | |
| 11. Old Age Assistance with Medicare Parts A and B | | | |
| 12. Old Age Assistance with Medicare Part B Only | | | |
| 13. Old Age Assistance without Medicare | | | |
| 14. SCF or OYA Children | | | |
| 15. Total Collections | | | |

Report C3: Balance Sheet of OHP Activity

[] Audited Yearly
[] Quarterly

Mental Health Organization: _____

Report Period: _____

| Category | Amount |
|---|--------|
| CURRENT ASSETS | |
| 1. Cash and Cash Equivalents | |
| 2. Short-Term Investments | |
| 3. Capitation Payments Receivable | |
| 4. Investment Income Receivable | |
| 5. Health Care Receivable | |
| 6. Amounts due from Affiliates | |
| 7. Other Current Assets | |
| 8. Total Current Assets | |
| OTHER ASSETS | |
| 9. Restricted Cash and Other Assets | |
| 10. Long term Investments | |
| 11. Amounts Due from Affiliates | |
| 12. Other Assets | |
| 13. Total Other Assets | |
| TOTAL PROPERTY AND EQUIPMENT | |
| 14. Land, Buildings and Improvements | |
| 15. Furniture and Equipment | |
| 16. Leasehold Improvements | |
| 17. Other Property and Equipment | |
| 18. Total Property and Equipment | |
| 19. TOTAL ASSETS | |

| Category | Amount |
|--|--------|
| CURRENT LIABILITIES | |
| 20. Accounts Payable | |
| 21. Claims Payable | |
| 22. Accrued Medical Incentive Pool | |
| 23. Unearned Capitation Payments | |
| 24. Loans and Notes payable | |
| 25. Amounts Due to Affiliates | |
| 26. Other Current Liabilities | |
| 27. Total Current Liabilities | |
| OTHER LIABILITIES | |
| 28. Loans and Notes Payable | |
| 29. Amounts Due to Affiliates | |
| 30. Other Liabilities | |
| 31. Total Other Liabilities | |
| 32. TOTAL LIABILITIES | |
| NET WORTH | |
| 33. Common Stock | |
| 34. Preferred Stock | |
| 35. Paid in Surplus | |
| 36. Contributed Capital | |
| 37. Surplus Notes | |
| 38. Contingency Reserves | |
| 39. Retained Earnings/Fund Balance | |
| 40. Other Net Worth | |
| 41. Total Net Worth | |
| 42. TOTAL LIABILITIES AND NET WORTH | |

Report C3: Balance Sheet of OHP Activity. Definitions for this report:

Audited: The process whereby a financial statement is certified by a qualified actuary or certified public accountant (CPA). The actuary or CPA sets forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items.

Balance Sheet: A financial statement that has been developed using generally accepted accounting principles and that shows the financial position of a business on a particular date.

OHP Activity: The financial position of Contractor relating to activities associated with Covered Services.

If separate accounts are not kept for Covered Services, balance sheet information for such Covered Services may be allocated using an estimation procedure. Such procedure and all assumptions must be disclosed in Notes. This estimation procedure must be used throughout the report. The assumption underlying the allocation is very important and must be clear. If Contractor decides to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), then the assumption is that the proportion of liabilities incurred for Covered Services is the same as the proportion of revenue gained for Covered Services. This assumption may or may not be true, but is a reasonable estimation.

Yearly: A statement of the financial position for the period of Contractor's fiscal year. The annual report is submitted within six calendar months of the end of the fiscal year. Contractor shall provide an annual audited financial statement within six months of the end of the Contractor fiscal year that provides information reflected on Report C3.

1. **Cash and Cash Equivalents:** Cash in the bank or on hand, available for current use. Cash equivalents are investments maturing 90 calendar days or less from date of purchase.
2. **Short-Term Investments:** Investments in securities that are readily marketable, maturing one year or less from date of purchase.
3. **Capitation Payments Receivable:** Amount of Capitation Payment due which has not been received.
4. **Investment Income Receivable:** Income earned on investments but not received.
5. **Health Care Receivable:** Gross amounts collectible from other sources, less the amount accrued for receivables determined to be uncollectible during the period. Includes Fee-For-Service, coordination of benefits, subrogation, copayments, Reinsurance recoveries and non-affiliated provider receivables.
6. **Amounts Due from Affiliates:** Any receivable from an affiliate or a person affiliated

- with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
7. **Other Current Assets:** Other current assets, such as aggregate write-ins for current assets found on National Association of Insurance Commissioners (NAIC) Report #1.
 8. **Total Current Assets:** The sum of lines 1 through line 7.
 9. **Restricted Cash and Other Assets:** Assets restricted for statutory Insolvency requirements held for contract, reserves including cash, securities, and receivables.
 10. **Long Term Investments:** Investments with a maturity longer than one year from date of purchase or no stated maturity date.
 11. **Amounts Due from Affiliates:** Any receivable from an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
 12. **Other Assets:** Other assets, such as aggregate write-ins for other assets found on NAIC Report #1.
 13. **Total Other Assets:** The sum of lines 9 through line 12.
 14. **Land, Buildings and Improvements:** Real estate owned by Contractor, buildings owned by Contractor, improvements made to Contractor-owned buildings, and building or improvements in progress or under construction.
 15. **Furniture and Equipment:** Medical equipment, office equipment, computer hardware and software (where permitted), and furniture owned by Contractor.
 16. **Leasehold Improvements:** Improvements to facilities not owned by Contractor. Provide gross amount less amortization.
 17. **Other Property and Equipment:** Other tangible, fixed assets of a long term nature used in the continuing operation of the business, including land, building, building improvements, furniture, equipment and leasehold improvements not included above.
 18. **Total Property and Equipment:** The sum of lines 14 through line 17.
 19. **Total Assets:** The sum of lines 8, 13 and 18.
 20. **Accounts Payable:** Short-term monetary amounts due to creditors for the acquisition of goods and services (trade and vendors rather than health care practitioners) on a credit basis.

21. **Claims Payable:** Claims reported and booked as payables and IBNR claims. IBNR losses is an estimate for claims which have been incurred as of the last date of the report period for which Contractor is responsible but has not yet determined the specific amount of liability.
22. **Accrued Medical Incentive Pool:** Liability for arrangements whereby Contractor agrees to share Utilization savings with Individual Practice Associations, physician groups, or other providers.
23. **Unearned Capitation Payments:** Revenue received in advance for which services have not been performed during the current accounting period.
24. **Loans and Notes Payable:** The principal amount on loans due within one year.
25. **Amounts Due to Affiliates:** Any payable to an affiliate, including items which would be otherwise reported on other lines.
26. **Other Current Liabilities:** Current liabilities not included in the current liabilities categories listed above.
27. **Total Current Liabilities:** The sum of lines 20 through 26.
28. **Loans and Notes Payable:** Loans and notes signed by Contractor, not including current portion payable, that are of a long term nature (liquidation not expected to occur within one year of the date of the statement).
29. **Amounts Due to Affiliates:** Any payable to an affiliate or a person affiliated with, a specific person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. This line includes items which would otherwise be reported on other lines.
30. **Other Liabilities:** Other liabilities not included in the liabilities categories listed above.
31. **Total Other Liabilities:** The sum of lines 28, 29 and 30.
32. **Total Liabilities:** The sum of lines 27 and 31.
33. **Common Stock:** The residual interest in the asset of the stock which represents the most basic rights to ownership of a corporation. It should equal the par value per share multiplied by the number of issued shares or in the case of no-par shares, the total stated value.
34. **Preferred Stock:** The residual interest in the asset of stock that has some preference over common stock, usually including dividends; should equal the par value per share multiplied by the number of issued shares, or in the case of no-par shares, the total stated

or liquidation value.

- 35. **Paid in Surplus:** The gross amount of paid in and contributed surplus without reduction of account of commissions or other expenses in connection with such transactions, but reduced by a distribution declared and paid as a return of such surplus.
- 36. **Contributed Capital:** Capital donated to nonprofit organizations.
- 37. **Surplus Notes:** Notes that qualify as equity; also called subordinated debt or debentures. Include accrued interest on surplus notes.
- 38. **Contingency Reserves:** Reserves held for contingency purposes as defined in state statutes and regulations.
- 39. **Retained Earnings/Fund Balance:** The undistributed and unappropriated amount of surplus.
- 40. **Other Net Worth:** Other net worth items not report on any other lines.
- 41. **Total Net Worth:** The sum of lines 33 through 40.
- 42. **Total Liabilities and Net Worth:** The sum of lines 32 and 41.

Report C4: Statement of Revenue, Expenses and Net Worth

[] Audited Yearly

[] Quarterly

Mental Health Organization: _____

Report Period: _____

| Category | Amount |
|--|--------|
| REVENUES | |
| 1. Capitation Payments | |
| 2. Fee-for-Service Payments | |
| 3. Title XVIII-Medicare | |
| 4. Title XIX-Other Medicaid | |
| 5. Investment | |
| 6. Copayments | |
| 7. Coordination of Benefits and Subrogation | |
| 8. Other Revenues | |
| 9. Total Revenues | |
| MEDICAL AND HOSPITAL EXPENSES | |
| 10. Physician Services | |
| 11. Other Professional Services | |
| 12. Outside Referrals | |
| 13. Emergency Room and Out-of-Area | |
| 14. Occupancy, Depreciation and Amortization | |
| 15. Inpatient | |
| 16. Incentive Pool and Withhold Adjustments | |
| 17. Other Medical and Hospital Expenses | |
| 18. Reinsurance Expenses Net of Recoveries | |
| 19. Total Medical and Hospital Expenses | |

| Category | Amount |
|---|--------|
| ADMINISTRATIVE EXPENSES | |
| 20. Compensation | |
| 21. Interest Expense | |
| 22. Occupancy, Depreciation and Amortization | |
| 23. Marketing | |
| 24. Outreach, Education and Prevention | |
| 25. Provision for Federal Income Taxes | |
| 26. Other Administrative Expenses | |
| 27. Total Administrative Expenses | |
| 28. TOTAL EXPENSES | |
| 29. NET INCOME (LOSS)⁹ | |
| NET WORTH | |
| 30. Net Worth Beginning of Year | |
| 31. Increase (Decrease) in Common Stock | |
| 32. Increase (Decrease) in Preferred Stock | |
| 33. Increase (Decrease) in Paid in Surplus | |
| 34. Increase (Decrease) in Contributed Capital | |
| 35. Increase (Decrease) in Surplus Notes | |
| 36. Increase (Decrease) in Restricted Reserves | |
| 37. Increase (Decrease) in Retained Earnings/Fund Balance | |
| a. Net Income | |
| b. Dividends to Stockholders | |
| c. Interest on Surplus Notes | |
| d. Change in Non-Admitted Assets | |

⁹For the annual Statement of Revenue, Expenses and Net Worth, Contractor shall account for the figure recorded on this line. If the figure reflects a net loss, Contractor shall describe how the net loss was covered during the reporting period. If the figure reflects a net income, Contractor shall describe how such net income will be used during the next fiscal year.

| Category | Amount |
|--|--------|
| NET WORTH - Continued | |
| e. Other Changes | |
| 38. Other Changes in Other New Worth Items | |
| 39. Net Worth at End of Year | |

Accounting of Net Income (Loss) Recorded on Line 29

Report C4: Statement of Revenue, Expenses and Net Worth. Definitions for this report:

Audited: The process whereby a financial statement is certified by a qualified actuary or certified public accountant (CPA). The actuary or CPA sets forth his or her opinion relating to loss reserves, provision for experience rating refunds, and any other actuarial or accounting items.

Statement of Revenue, Expenses and Net Worth: A financial statement reporting fully accrued revenues and expenses for the period. Uncovered expenses should be appropriately reported for medical, hospital and administration.

OHP Activity: The financial position of Contractor relating to activities associated with Covered Services.

If separate accounts are not kept for Covered Services, balance sheet information for such Covered Services may be allocated using an estimation procedure. Such procedure and all assumptions must be disclosed in Notes. This estimation procedure must be used throughout the report. The assumption underlying the allocation is very important and must be clear. If Contractor decides to apply a standard percentage to the corporate total across all items on the report (e.g., 25%), then the assumption is that the proportion of liabilities incurred for Covered Services is the same as the proportion of revenue gained for Covered Services. This assumption may or may not be true, but is a reasonable estimation.

Yearly: A statement of the financial position for the period of Contractor's fiscal year. The annual report is submitted within six calendar months of the end of the fiscal year. Contractor shall provide an annual audited financial statement within six months of the end of the Contractor fiscal year that provides information reflected on Report C4.

Physician: Practitioner who is a psychologist, psychiatrist, allopathic, osteopathic, homeopathic, podiatric, chiropractic, or naturopathic physician, physician assistant, or a nurse practitioner.

1. **Capitation Payments:** Revenue recognized on a prepaid basis for OMAP Members for provision of Covered Services over a defined period of time. If advance payments are made to Contractor 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).
2. **Fee-For-Service Payments:** Revenue recognized by Contractor for provision of mental health services to non-OMAP Members by Contractor practitioners and to OMAP Members through provision of services that are not Covered Services.
3. **Title XVIII-Medicare:** Revenue, as a result of an arrangement between Contractor and the HCFA for services to a Medicare beneficiary.
4. **Title XIX-Other Medicaid:** Other Medicaid revenues as a result of other non-capitated

arrangements between Contractor and a Medicaid State Agency for services to a Medicaid beneficiary.

5. **Investment:** Income earned from investments, deposits and resource accounts.
6. **Copayments:** Revenue recognized by Contractor from OMAP Members on a Utilization-related basis for certain health services included in the benefit package.
7. **Coordination of Benefits and Subrogation:** Income earned from coordination of benefits and subrogation.
8. **Other Revenues:** Other revenues not included in the previous revenue categories.
9. **Total Revenues:** The sum of lines 1 through 8.
10. **Physician Services:** Expenses for physician services provided under contractual arrangement to Contractor including salaries, fringe benefits, capitated payments paid to physician, fees paid to physicians on a Fee-For-Service basis for delivery of medical services, included capitated referrals. Exclude expenses for medical personnel time devoted to administrative tasks.
11. **Other Professional Services:** Compensations, as well as fringe benefits, paid by Contractor to non-physician practitioners engaged in the delivery of medical services and to personnel engaged in activities in direct support of the provision of medical services. Excluded expenses for medical personnel's time devoted to administrative tasks.
12. **Outside Referrals:** Expenses for practitioners not under contractual arrangements and for inpatient services outside of plan.
13. **Emergency Room and Out-of-Area:** Expenses for emergency room and out-of-area service costs included by Contractor OMAP Members for which Contractor is responsible.
14. **Occupancy, Depreciation and Amortization:** Expenses associated with medical services as well as the amount of depreciation and amortization expenses which is directly associated with the delivery of Covered Services. Included in occupancy are costs of using a facility, fire and theft insurance, utilities maintenance, and lease expense directly associated with the delivery of medical services.
15. **Inpatient:** Inpatient hospital costs for Contractor OMAP Members while confined to an Acute Inpatient Hospital Psychiatric Care setting, excluding emergency room and out-of-area hospitalization. Include the cost of skilled nursing and intermediate care facilities.

16. **Incentive Pool and Withhold Adjustments:** Adjustments made to expenses that reflect the incentive pool and withhold activities.
17. **Other Medical and Hospital Expenses:** Other expenses for medical and hospital services not included in the above categories.
18. **Reinsurance Expenses Net of Recoveries:** Expenses for Reinsurance or "stop-loss" insurance net of recoveries.
19. **Total Medical and Hospital Expenses:** The sum of lines 8 through 18.
20. **Compensation:** All expenses for administrative services including management contracts.
21. **Interest Expense:** Interest on loans incurred during the report period.
22. **Occupancy, Depreciation and Amortization:** The amount of depreciation and amortization expense which is directly associated with administrative services including the costs of occupancy to Contractor directly associated with administration. These costs are the costs of using a facility, fire and theft insurance, utilities, maintenance, and lease.
23. **Marketing:** 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.
24. **Outreach, Education and Prevention:** Outreach, education and Prevention to individual OMAP Members, groups of OMAP Members, potential OMAP Members, and/or the general public not otherwise identifiable as an Encounter. This category does not include marketing activities or provider training.
25. **Provision for Federal Income Taxes:** The expense for federal income taxes for the report period.
26. **Other Administrative Expenses:** Other administrative expenses associated with the overall management and operation of Contractor not included in the above categories.
27. **Total Administrative Expenses:** The sum of lines 20 through 26.
28. **Total Expenses:** The sum of lines 21 and 27.
29. **Net Income (Loss):** The result of line 9 minus line 28. If this figure reflects a net loss, then Contractor must describe how such loss was covered during the reporting period. If this figure reflects a net income, then Contractor must describe how such income will be used in the next fiscal year.

30. **Net Worth Beginning of Year:** The total of common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance, and other items at the beginning of the report period.
31. **Increase (Decrease) in Common Stock:** The change in the net worth of common stock from the last report period to the current report period.
32. **Increase (Decrease) in Preferred Stock:** The change in the net worth of preferred stock from the last report period to the current report period.
33. **Increase (Decrease) in Paid in Surplus:** The change in the net worth of paid in surplus from the last report period to the current report period.
34. **Increase (Decrease) in Contributed Capital:** The change in the net worth of contributed capital from the last report period to the current report period.
35. **Increase (Decrease) in Surplus Notes:** The change in the net worth of surplus notes from the last report period to the current report period.
36. **Increase (Decrease) in Restricted Reserves:** The change in the net worth of restricted reserves from the last report period to the current report period.
37. **Increase (Decrease) in Retained Earnings/Fund Balance:** The change in the net worth of retained earnings/fund balance from the last report period to the current report period.
38. **Other Changes in Other Net Worth Items:** The change in the net worth of other items from the last report period to the current report period.
39. **Net Worth at End of Year:** The total common stock, preferred stock, paid in surplus, contributed capital, surplus notes, contingency reserves, retained earnings/fund balance and other items at the end of the report period.

Report C5: Projected Budget Requirements for OHP Mental Health Business

Mental Health Organization: _____ Report Period: _____

Instructions: Using figures from Report C4 for the last quarter, estimate the budget requirements for the next three quarters.

| Category | Report Quarter: _____ | Forecast Quarter: _____ | Forecast Quarter: _____ | Forecast Quarter: _____ |
|--|-----------------------------|-------------------------------|-------------------------------|-------------------------------|
| 1. Total OMAP Member Months | | | | |
| REVENUE | | | | |
| 2. Total Capitation Payment Revenue | | | | |
| 3. Total Other Revenue | | | | |
| 4. Total Revenue | | | | |
| HEALTH CARE EXPENSES | | | | |
| 5. Total Medical Expenses | | | | |
| 6. Total Hospital Expenses | | | | |
| 7. Total Other Expenses | | | | |
| 8. Total Health Care Expenses | | | | |
| ADMINISTRATIVE EXPENSES | | | | |
| 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 C5: Projected Budget Requirements for OHP Mental Health Business.

Definitions for this report:

1. **Total OMAP Member Months:** The sum of OMAP Members Contractor received a Capitation Payment for under this Agreement during the report period. NOTE: The Capitation Payment for an infant in the month an infant is born to a mother who is an OMAP Members is prorated so the Capitation Payment for the newborn may be less than a full month in the month of birth.
2. **Total Capitation Payment Revenue:** Revenue recognized on a prepaid basis for OMAP Members for provision of Covered Services over a defined period of time. If advance payments are made to Contractor for more than one report period, the portion of the Capitation Payment that has not yet been earned must be treated as a liability.
3. **Total Other Revenue:** Revenue recognized by Contractor for Fee-For-Service payments, Title XVIII Medicare, Title XIX-Other Medicaid, Investment, Copayments, Coordination of Benefits and Subrogation, and Other Revenues as defined for Report C4.
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 as defined for Report C4.
6. **Total Hospital Expenses:** Expenses for Inpatient Hospital Psychiatric Care Services as defined for Report C4.
7. **Total Other Expenses:** Expenses for Incentive Pool and Withhold Adjustments, Other Medical and Hospital Expenses, and Reinsurance Expenses Net of Recoveries as defined for Report C4.
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 as defined for Report C4.
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.

EXHIBIT D
Encounter Minimum Data Set Requirements

1. General Provisions:

- a. Contractor shall submit data concerning OMAP Member Encounters as described in this Exhibit and using submission requirements established by OMAP.
- b. OMAP shall process Encounter data through the Medicaid Management Information System (MMIS). OMAP shall "pend" all Encounters that cannot be processed because of missing or erroneous data.

- (1) OMAP shall notify Contractor monthly of all pended Encounters.
- (2) Contractor shall correct all pended Encounters, within the time period identified in 1.c.(3), below.

c. Timeliness

- (1) Contractor shall submit Encounter data to OMAP at least once per calendar month.
- (2) Contractor shall submit all available non-Third Party Resource Encounter data to OMAP within 60 calendar days of the date of service. Contractor shall submit all other Encounter data to OMAP within 180 calendar days of the date of service. Contractor shall structure its subcontracts and Participating Provider reimbursement arrangements to ensure timely submission of billings.
- (3) Contractor shall resubmit all corrected pended Encounters to OMAP within 30 calendar days of the date that OMAP mails Contractor a notice that the Encounters were pended.
- (4) Contractor shall submit Encounter data for Covered Services known to have been provided to OMAP Members. Contractor shall submit such Encounters regardless of the reimbursement method used, claim payment status (the claim was denied), placement on the Prioritized List of Health Services, or Third Party Resource status.

d. Data Transmission and Format:

- (1) Contractor shall submit all Encounter data to OMAP via electronic media. OMAP shall accept data via industry standard modem, cartridge, and floppy disk media.

- (2) Contractor shall submit all data in a format approved by Division and OMAP.
- (3) Contractor may have another entity submit Encounter data on its behalf, however, Contractor shall request approval of such arrangement from the Technical/Encounter Data Services Subunit, Program Operations Unit, OMAP. Contractor shall remain responsible for Encounter data accuracy, timeliness and completeness regardless of the entity submitting the Encounter data.

e. Testing of Data Submission

- (1) Contractor shall work with the Technical/Encounter Data Services Subunit, Program Operations Unit, OMAP to test data submission and resubmission for each Encounter data format (National Standard Format (NSF) and Universal Billing 92 (UB-92)).
- (2) If Contractor submits Encounter data on behalf of another contractor, Contractor shall test data submission and resubmission for that contractor.
- (3) Contractor shall work with Division and OMAP in developing and testing the Encounter Data System to assure reporting of accurate data.

2. Data Set Requirements

- a. Contractor shall submit all of the data specified in this Section and may develop a data base to collect and store data reported electronically to the Encounter Data System or the Client Process Monitoring System.
- b. Contractor shall submit the following identifying information for all Encounters:
 - (1) Contractor's OMAP Prepaid Health Plan Provider Number
 - (2) OMAP Member Name
 - (3) Medicaid Recipient Number, also known as the OMAP Prime Number
- c. For outpatient mental health Encounters, in addition to the identifying information listed in subsection 2.b., Contractor shall submit the following information:
 - (1) OMAP Performing Provider Number
 - (a) Contractor shall use the number assigned to the CMHP of the Health Care Professional delivering Covered Services to the OMAP Member. If Covered Services are rendered by Health Care

Professionals not associated with a CMHP, then Contractor shall request and use a special performing provider number assigned by the Technical/Encounter Data Services Subunit, Program Operations Unit, OMAP. This special performing provider number shall be used for mental health Encounters only.

- (b) Contractor shall not use OMAP Provider Number "999999" for the performing provider number, billing provider number, or attending physician number. Use of such numbers shall result in a pended Encounter.

(2) Diagnosis Codes

Contractor shall use three field to record the four or five digit diagnostic DSM-IV Code. DSM-IV Codes shall be reported at the highest level of specificity for each field as follows:

- (a) Field 1: Record the principal Axis I or Axis II Diagnosis code.
- (b) Field 2: Record any other applicable Axis I or Axis II Diagnosis code.
- (c) Field 3: Record any other applicable Axis I or Axis II Diagnosis code, not already recorded in Fields 1 or 2.

(3) Function Score

Contractor shall use Field 4 to record either the current Axis V, global assessment of functioning (GAF) score 0-100 or the current CGAS if the OMAP Member is a child. This information shall be reported for every OMAP Member Encounter.

(4) Dates of Service

- (5) BA Codes, or CPT Codes or other codes approved by Division for use in submitting Encounter data.

(6) Number of Units of Service Provided

- d. For Acute Inpatient Hospital Psychiatric Care Encounters, in addition to the identifying information listed in subsection 2.b., Contractor shall submit the following information:

- (1) OMAP Hospital Provider Number

- (2) Type of Admission Code
- (3) Patient Discharge Status Code
 - (a) Contractor shall use discharge codes established by OMAP in its Hospital Services Guide.
 - (b) If the OMAP Member is found Appropriate for Long Term Psychiatric Care during the Acute Inpatient Hospital Psychiatric Care stay, Contractor shall use a discharge code of 05.
- (4) Dates of Service (dates of admission and discharge)
- (5) Revenue Codes
 - (a) Contractor shall use revenue codes specific to the services provided. If Contractor has a limited number of special "package" services for which it pays an all-inclusive fee and is unable to provide specific revenue codes for those services, Contractor may use revenue codes approved in advance by the Technical/Encounter Data Services Subunit, Program Operations Unit, OMAP.
 - (b) Contractor shall submit a list and description of packaged services to OMAP for which Contractor is seeking a special revenue code. OMAP may request additional information about "package" services or Encounters using "package" revenue codes at any time and may discontinue the use of "package" revenue codes at its discretion with 30 calendar days notice to Contractor.
- (6) Line Item Charges
 - (a) Contractor shall report line item charges for only that portion of a hospital stay related to Acute Inpatient Hospital Psychiatric Care.
 - (b) Contractor shall instruct the hospital to bill line item charges Fee-For-Service to OMAP for that portion of a hospital stay not related to Acute Inpatient Hospital Psychiatric Care.
- (7) Total Charge
 - (a) Contractor shall report the total charge for only that portion of a hospital stay related to Acute Inpatient Hospital Psychiatric Care.
 - (b) Contractor shall instruct the hospital to bill the total charge Fee-

For-Service to OMAP for that portion of a hospital stay not related to Acute Inpatient Hospital Psychiatric Care.

- (8) Diagnosis Codes
- (9) ICD-9 Procedure Codes when a procedure is performed
- (10) Attending Physician OMAP Performing Provider Number

EXHIBIT E
Client Process Monitoring System

The Client Process Monitoring System (CPMS) tracks community-based treatment services for persons with mental illness, persons with developmental disabilities, and persons with substance abuse problems. Information from this system is combined with other information from other systems to create one integrated database under a single unique client identifier. The integrated database contains Consumer specific data across programs statewide and provides a Continuity of Care picture for individual Consumers. This information allows the Division to manage publicly funded mental health services, respond to legislative inquiries, and demonstrate cost effectiveness under the federal requirement for the OHP Medicaid Demonstration Project.

1. General Provisions:

- a. Contractor shall submit CPMS data for OMAP Members receiving Covered Services who meet one or more of the following conditions:
 - (1) The OMAP Member is functionally impaired, as defined below, or would be at risk for such impairment without Medication or support services.
 - (a) Functional impairment shall be determined by the DSM-IV, Axis 5 Global Level of Functioning (GAF) for adults and the CGAS.
 - (b) A GAF score of 1-60 shall result in an OMAP Member who is an adult or adolescent 18 or more years of age being registered in the CPMS.
 - (c) A CGAS score of 1-50 shall result in an OMAP Member who is a child or adolescent under 18 years of age being registered in the CPMS.
 - (2) The OMAP Member has had nine or more mental health Encounters within 60 calendar days.
 - (3) The OMAP Member is civilly committed to the custody of the Division under ORS 426.130.
- b. Division shall process all CPMS data through the Mental Health Information System (MHIS). Division shall "pend" CPMS data that cannot be processed because of missing or erroneous data.
 - (1) Division shall notify Contractor monthly of all pended CPMS data.
 - (2) Contractor shall correct pended CPMS data within 30 calendar days of notice.

c. Timeliness

- (1) Contractor shall work with Division HPU Data Base Analyst in developing, formatting and testing the CPMS to ensure reporting of accurate data.
- (2) Contractor shall submit CPMS data to Division for those OMAP Members meeting the criteria described above in 1.a. within the time frames specified below in 2.b.

d. Data Transmission and Format:

- (1) Contractor shall submit all CPMS data to Division via electronic media in the specific CPMS format. Contractor may obtain reporting protocols upon request through the Division HPU Data Base Analyst.
- (2) Contractor may request electronic access to the MHIS for Utilization monitoring purposes.

2. Data Set Requirements

- a. Contractor shall submit all of the data specified in this Section for OMAP Members meeting the criteria described above in Section 1.a. and may develop a data base to collect and store data reported electronically to the Encounter Data System or the Client Process Monitoring System.
- b. Contractor shall submit, within 30 calendar days of an OMAP Member meeting the criteria described above in Section 1.a. and within 30 calendar days of terminating current Treatment services for such an OMAP Member, the following CPMS information.

| Data Element | Treatment Begin | Treatment End | Reported Quarterly |
|----------------------------|-----------------|---------------|--------------------|
| Client County of Residence | X | | |
| Clinic or Service Provider | X | | |
| Date of Birth | X | | |
| Diagnosis | X | X | |
| Education | X | | |
| Employment Status | X | | |
| Gender | X | | |

| Data Element | Treatment Begin | Treatment End | Reported Quarterly |
|-------------------------------|----------------------------|--------------------------|-------------------------------|
| Level of Functioning | X | X | X |
| Living Arrangement | X | | |
| MHIS Number | X | | |
| Name, Birth | X | | |
| Name, Full | X | | |
| Plan or Contractor Identifier | X | | |
| Presenting Dangers | | X ¹ | |
| Prime Number | X | | |
| Provider or Clinic Case No. | X | | |
| Race/Ethnicity | X | | |
| Referred From | X | | |
| Termination Referral | | X | |
| Termination Type/Reason | | X | |

Note 1 - Data element to be reported upon end of Urgent/Emergency Service only.

EXHIBIT F
Oregon Patient/Resident Care System

The Oregon Patient/Resident Care System (OP/RCS) contains information on all Consumers served at any of the three state psychiatric hospitals, two developmental disability training centers and nine psychiatric Acute Care facilities.

1. Contractor shall cooperate with Division in establishing the electronic means to enter OP/RCS data at the hospital or facility providing Acute Inpatient Hospital Psychiatric Care services under this Agreement.
 - a. Contractor shall provide Division with a list of hospitals to be used in delivering Acute Inpatient Hospital Psychiatric Care.
 - b. Contractor shall identify the name, title and phone number of the person within each hospital with whom Division will work to establish the computer hook-up to OP/RCS.
 - c. Contractor shall identify the names, titles and phone numbers of persons within each hospital with whom Division will work to maintain the accuracy, timeliness and completeness of OP/RCS data submission.
 - d. Contractor shall work with Division and hospital contact person in designating a physically secure (locked doors and limited access) location (floor and room number within hospital) of the stand alone computer to be used to enter OP/RCS data .
 - e. Contractor shall assure that hospital contact persons comply with confidentiality requirements contained in the Division handbook on confidentiality, sign the request for access/assurance of confidentiality form, and return the form to Division.
2. Contractor or its subcontractors shall electronically submit, within 12 hours of admission to Acute Inpatient Hospital Psychiatric Care, OP/RCS information for Acute Inpatient Hospital Psychiatric Care services provided to adults as indicated in the following table.

| Data Element | Admission | Discharge |
|------------------------------------|------------------|------------------|
| Commitment Type Code ¹⁰ | X | |
| County of Residence | X | |
| County of Responsibility | X | |
| County of Discharge | | X |

¹⁰The Commitment Type Code is changed/updated as applicable.

| Data Element | Admission | Discharge |
|--------------------------------------|------------------|------------------|
| County of Commitment | X | |
| Date of Commitment | X | |
| Date of Admission/Discharge | X | X |
| Date of Diagnosis | | X |
| Date of Birth | X | |
| Discharge Reason Code | | X |
| Driving Status | | X |
| DSM-IV, Axis V Diagnoses | | X |
| DSM-IV, Axis IV Diagnoses | | X |
| DSM-IV, Axis I Diagnoses | X | X |
| DSM-IV, Axis III Diagnoses | X | X |
| DSM-IV, Axis II Diagnoses | X | X |
| Education Level Achieved | X | |
| Ethnic Category Code | X | |
| Living Arrangement Code | X | X |
| Marital Status Code | X | |
| Name | X | |
| Name, Alias | X | |
| Oregon Driver's License Number | X | |
| ORS Reference Numbers | X | |
| Patient Number | X | |
| Referral Source Code | X | X |
| Sex | X | |
| Social Security Number | X | |
| Status of Harm to Property | X | |
| Status of Harm to Others | X | |
| Status of Suicide | X | |
| Status of Harm to Self (Non-Suicide) | X | |
| Time of Admission/Discharge | X | X |
| Time of Commitment | X | |

EXHIBIT G

Oregon Health Plan Mental Health Services Complaint and Hearings Process

1. Contractor shall have the following responsibilities in resolving disagreements with OMAP Members and/or OMAP Member Representatives:
 - a. Have written procedures for accepting, documenting, processing, analyzing, resolving and responding to all Complaints made and MHDDSD Hearings requested by OMAP Members or OMAP Member Representatives.
 - b. Designate staff members to handle Complaints received and MHDDSD Hearings requested by OMAP Members or OMAP Member Representatives. The designees shall be persons with the authority and expertise necessary to make a final clinical or administrative decision at the Contractor level.
 - c. Have a method of informing its Participating Providers of the Complaint and MHDDSD Hearings procedures, monitoring Participating Providers compliance with such procedures, and taking corrective action to assure Participating Providers compliance with procedures and reporting requirements.
 - d. Have a method of informing OMAP Members about Complaint and MHDDSD Hearings procedures. Information provided to OMAP Members shall include the following:
 - (1) Written material, or alternative forms as required by the OMAP Member's special need, describing these processes;
 - (2) Assurance that clinical information related to the Complaint or MHDDSD Hearing issue will be kept confidential except to the extent that sharing of such information between Contractor and Division, and other persons authorized by the OMAP Member, is necessary to resolve the issue;
 - (3) Availability of Complaint forms, Notice of Hearing Rights (MHDDSD 3002), Notice of Complaint Process (MHDDSD 3003), and Administrative Hearing Request forms (AFS 443) in all offices; and
 - (4) Assurance that Contractor and its Participating Providers will take no retaliatory action against the OMAP Member for making a Complaint or requesting a MHDDSD Hearing.
 - e. Issue a Notice of Action, or provide notice in a form meeting the OMAP Member's special needs, to the OMAP Member or OMAP Member Representative each time a service, benefit, request for service authorization, or request for claim payment is denied.

- f. Issue a Notice of Intended Action, or provide notice in a form meeting the OMAP Member's special needs, to the OMAP Member or OMAP Member Representative each time a service or benefit will be terminated, suspended or reduced. Contractor may substitute a Notice of Intended Action with a Notice of Action under the following conditions:
 - (1) Confirmation has been received that the OMAP Member is deceased;
 - (2) A clear written statement has been received which is signed by an OMAP Member or OMAP Member Representative indicating that Covered Services are no longer desired or giving information that requires a termination or reduction of Covered Services and indicating that the OMAP Member or OMAP Member Representative understands that such action is the result of supplying information;
 - (3) The OMAP Member has been admitted to an institution where he or she is ineligible for further Covered Services;
 - (4) The whereabouts of the OMAP Member are unknown and the OMAP Member does not respond to at least three attempts to contact him or her by mail;
 - (5) Confirmation has been received that the OMAP Member has been accepted for Medicaid services by another local jurisdiction, state, territory or commonwealth; or
 - (6) The Mental Health Practitioner of the OMAP Member has prescribed a change in the level of Covered Services and the OMAP Member has agreed to the change.
- g. Deliver the Notice of Action or Notice of Intended Action, as appropriate, by mail to the OMAP Member or OMAP Member Representative.
- h. Have a method of forwarding to the QA committee of Division, as necessary, an analysis of Complaints received and MHDDSD Hearings requested.
- I. Have a provision for reviewing the internal Complaint and MHDDSD Hearings processes.
- j. Retain the following documents regarding Complaints and MHDDSD Hearings in a central location: the log of Complaints received and MHDDSD Hearings requested, a file of written Complaints received and MHDDSD Hearings requested, records of the review or investigation, and resolution of Complaints received and MHDDSD Hearings requested. Files shall be maintained for a minimum of two calendar years from the date of resolution.

- k. Afford OMAP Members or OMAP Member Representatives the full use of the Complaint and MHDDSD Hearing procedures without penalty.
- l. Cooperate with Division and/or DHR and the OMAP Member or OMAP Member Representative in seeking a remedy to Complaint and MHDDSD Hearing issues and comply with and fully implement the MHDDSD Hearing decision. Cooperation may include providing a written response to Division upon request.
- m. Cooperate in the MHDDSD Hearing process and make available, as determined necessary by the Division Representative prior to the MHDDSD Hearing or the Hearing Officer during the MHDDSD Hearing, all persons with relevant information and all pertinent files and Clinical Records.
- n. Continue benefits until a decision is rendered about the Complaint or MHDDSD Hearing issue when an OMAP Member or OMAP Member Representative files a Complaint or requests a MHDDSD Hearing before the effective date of intended action.
- o. Keep confidential all information concerning a Complaint made or a MHDDSD Hearing requested. Division and the Contractor have a right to this information without a release from the OMAP Member.

2. Procedure for Complaints

- a. If the Complaint issue involves a Notice of Action or Notice of Intended Action, the OMAP Member or OMAP Member Representative must make a Complaint with the Contractor within 30 calendar days of the date of the Notice of Action or Notice of Intended Action.
 - (1) If the Complaint issue involves a Notice of Intended Action, the OMAP Member or OMAP Member Representative must make a Complaint with the Contractor before the effective date of the intended action in order for benefits to continue while the complaint issue is being resolved.
 - (2) The OMAP Member is entitled to an expedited Complaint if the mental status of the OMAP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular Complaint.
- b. The individual receiving the Complaint shall forward it to the Contractor 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 OMAP Member or OMAP Member Representative to put the Complaint in writing using the Contractor Complaint form. The Contractor shall make staff available to help the OMAP Member or OMAP Member

Representative put the Complaint in writing if requested or it appears assistance is needed.

- c. The Complaint shall be handled as described below when the OMAP Member or OMAP Member Representative has made a Complaint but has not requested a MHDDSD Hearing about the Complaint issue.

- (1) The Contractor shall review the Complaint to determine whether the time period for making a Complaint has expired.

(a) If more than 30 calendar days have elapsed from the date of the Notice of Action or Notice of Intended Action, the Contractor Representative shall determine whether the OMAP Member or OMAP Member Representative had Good Cause for making a late Complaint.

(b) If the Complaint was late and the Contractor Representative determines that Good Cause for failing to timely file a Complaint did not exist, the Contractor Representative shall notify the OMAP Member or OMAP Member Representative that the Complaint will not be addressed.

(c) If the Complaint was made within 30 calendar days of the date of Notice of Action or Notice of Intended Action or, in the case of a Notice of Intended Action, the Complaint was made by the effective date of intended action, or if the Contractor Representative determines that Good Cause did exist for making a late Complaint, the Contractor Representative shall proceed to the next step of this procedure.

- (2) The Contractor 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 Notice of Intended Action and shall promptly notify the OMAP Member or OMAP Member Representative of such in writing. The Contractor shall also inform the OMAP Member or OMAP Member Representative that if the Complaint is resolved against the OMAP Member, the cost of any services continued after the effective date of the intended action will be recovered from the OMAP Member.

- (3) The Contractor Representative shall review the Complaint and determine whether additional information is needed from the OMAP Member, the OMAP Member Representative, or the provider to address the Complaint.

(a) If the Contractor Representative determines that additional information is needed from the OMAP Member or OMAP Member

Representative, the Contractor Representative shall notify the OMAP Member or OMAP Member Representative that additional information is needed and must be furnished to Contractor within ten calendar days or another mutually agreed upon time frame. The Complaint may be resolved without this information when the OMAP Member or OMAP Member Representative fails to provide the requested information within the stated time frame.

- (b) If the Contractor Representative determines that additional information is needed from the provider, the Contractor Representative shall obtain such information as quickly as possible.
 - (4) The Contractor 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 Contractor Representative shall notify the OMAP Member or OMAP Member 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 Contractor Representative shall issue to the OMAP Member or OMAP Member 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 OMAP Member, the written notice issued shall include all elements of a Notice of Action and shall include the Administrative Hearing Request form.
- d. The Complaint shall be handled as described below when the OMAP Member or OMAP Member Representative has made a Complaint and requested a MHDDSD Hearing before receiving a decision about the Complaint issue.
- (1) The Contractor Representative shall issue a letter to the OMAP Member or OMAP Member Representative informing the OMAP Member or OMAP Member Representative that the issue will not be addressed through the Complaint process unless the request for MHDDSD Hearing is withdrawn.
 - (2) The Contractor Representative shall begin the process of establishing the facts concerning the MHDDSD Hearing issue.

3. Procedure for MHDDSD Hearings

- a. If the MHDDSD Hearing issue involves a Notice of Action, Notice of Intended Action or a decision about a Complaint, the OMAP Member or OMAP Member Representative must request a hearing with the Division within 45 calendar days of the date of the Notice of Action, Notice of Intended Action or written decision regarding a Complaint.
 - (1) If the hearing issue involves a Notice of Intended Action, the OMAP Member or OMAP Member Representative must request a hearing with the Division before the effective date of the intended action in order to have benefits continued while the hearing issue is being resolved.
 - (2) If the OMAP Member requests a hearing based on receiving a decision concerning a Complaint that involved benefit continuation, the OMAP Member must submit the hearing request within ten calendar days of receiving the written determination concerning the Complaint in order to have benefits continued while the hearing issue is being resolved.
 - (3) The OMAP Member is entitled to an expedited MHDDSD Hearing if the mental status of the OMAP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular Hearing.
- b. Upon receipt of the Administrative Hearings Request (form AFS 443), the receiver shall forward it and any documentation related to the MHDDSD Hearing issue to the Division Representative.
- c. The Division Representative shall review the Administrative Hearing Request, documentation related to the MHDDSD Hearing issue, and computer records to determine whether jurisdiction exists to hear the case. Jurisdiction shall not exist when the claimant or the person for whom the request is being made is not an OMAP Member; or when more than 45 calendar days have elapsed between the date of the Notice of Action, Notice of Intended Action or a decision about a Complaint and the date the Administrative Hearing Request form was received by a division of DHR.
- d. In those situations where there is no jurisdiction, the Division Representative will notify the claimant of the decision about jurisdiction.
- e. In those situations where there is jurisdiction as determined by MHDDSD, the following shall occur.
 - (1) The AFSD Hearings Unit or other MHDDSD Hearings Officer shall schedule a MHDDSD Hearing in accordance with OAR 461-025-0345, The Hearing, on a day and time that is acceptable to the Division Representative.

- (2) The Division Representative shall forward a copy of the Administrative Hearing Request, supporting documentation, and the Notice of Hearing to the Contractor Representative.
- (3) If an OMAP Member or OMAP Member Representative requested the MHDDSD Hearing before the effective date of intended action described in the Notice of Intended Action or within ten calendar days after receiving the written determination concerning a Complaint involving benefit continuation, the Contractor shall continue benefits until a decision is rendered about the MHDDSD Hearing issue and shall promptly notify the OMAP Member or OMAP Member Representative of such in writing. The written notice shall also inform the OMAP Member or OMAP Member Representative that if MHDDSD finds in favor of the Contractor, the cost of any services continued after the effective date of intended action will be recovered from the OMAP Member.
- (4) The Contractor Representative 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 MHDDSD Hearing issue.
- (5) The clinical directors or designees shall determine if the case was handled correctly and inform the Contractor Representative or Division Representative of the conclusion reached.
- (6) If it is determined that the case was handled incorrectly, the Contractor Representative or Division Representative shall inform the OMAP Member or OMAP Member Representative of how the issue will be addressed. If the OMAP Member or OMAP Member Representative is satisfied with how the issue will be addressed, the OMAP Member or OMAP Member Representative shall notify, by phone and in writing, the Division Representative that the MHDDSD Hearing request is being withdrawn.
- (7) If it is determined that the case was handled correctly and the original decision stands or, when the case was handled incorrectly and the OMAP Member or OMAP Member Representative is not satisfied with how the issue will be addressed, the Contractor Representative shall identify witnesses to testify during the MHDDSD Hearing, prepare a letter stating the position of the Contractor 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 461-025-0335, Subpoenas and Depositions. Division shall provide reimbursement for expenses as described in OAR 461-025-0340, 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 OMAP Member or OMAP Member Representative a prehearing conference with Division and the Contractor so that all entities party to the MHDDSD Hearing issue can explain facts and positions regarding the MHDDSD 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 MHDDSD Hearing forward copies of the MHDDSD Hearing packet to the AFSD Hearing Officer or other MHDDSD Hearing Officer, claimant and Contractor.
- (12) The AFSD Hearings Officer or other MHDDSD Hearing Officer shall complete MHDDSD Hearing responsibilities in accordance with OARs 461-025-0300 through 461-0250-0385. In completing these responsibilities, the AFSD Hearings Officer or other MHDDSD Hearing Officer may order a medical or mental health assessment if the MHDDSD 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 OMAP Member or OMAP Member Representative may request reconsideration of a final order or request a rehearing as described in OAR 461-025-0380, Reconsideration and Rehearing.

4. Expedited Complaints and MHDDSD Hearings

- a. An OMAP Member is entitled to an expedited Complaint or MHDDSD Hearing if the mental status of the OMAP Member meets the definition of an Emergency Situation or Urgent Situation and the situation cannot wait to be addressed within the time frames associated with a regular Complaint or MHDDSD Hearing. The OMAP Member or OMAP Member Representative must request an expedited Complaint or MHDDSD Hearing and provide information justifying such a request.
- b. Upon receipt of an expedited Complaint or MHDDSD Hearing request, the Contractor Representative or Division Representative who received 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 Contractor Representative shall forward, as soon as available, information

collected to the Contractor Clinical Director and MHDDSD Medical Director, or designees of the said directors. These documents shall include preauthorization documents, Notices of Action or Notices of Intended Action, and Clinical Records supporting the notice and degree of urgency of the issue.

- d. The Contractor Clinical Director and MHDDSD Medical Director, or designees of said directors shall, within two working days of receiving Clinical Records, review documentation received to determine if the mental status of the OMAP Member meets the definition of Emergency Situation or Urgent Situation. The Contractor Clinical Director and MHDDSD Medical Director shall discuss their findings and attempt to come to agreement. If agreement cannot be reached, the decision of the MHDDSD Medical Director shall be final.
- e. The Contractor Clinical Director and MHDDSD Medical Director, or designees of said directors shall notify the Contractor Representative and Division Representative of the decision and the basis for that decision.
- f. The Contractor 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 MHDDSD Hearing was requested, both the OMAP Member and the AFSD Hearings Unit or MHDDSD Hearing Officer will be notified.
- g. If an expedited Complaint or MHDDSD Hearing has been granted, the following shall occur:
 - (1) For an expedited Complaint, the Contractor 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 MHDDSD Hearing, the AFSD Hearing Officer or MHDDSD Hearing Officer shall conduct the MHDDSD Hearing as described in Sections (2) and (3) of OAR 461-025-0315, Expedited Hearings and all parties to the expedited MHDDSD Hearing issue shall prepare for the MHDDSD Hearing.

Example of Notice of Action

Date of Notice

Notice ID No.

Name of Member

Member ID No.

Street Address

City, State and Zip Code

Practitioner Name

Proposed Treatment/Condition

Dear **NAME OF MEMBER**:

The practitioner listed above asked us to approve the treatment listed above. After review of the information given to us, the request has been denied. This request has been denied because **REASON FOR DENIAL**. The denial is based on **OAR RELIED UPON**. If you have more information that may change this decision, you may send it to us with a request for review.

If you disagree with our decision, then you may file a Complaint with us. You also may request an MHDDSD Administrative Hearing. If you request a MHDDSD Hearing before receiving a decision about any Complaint you may have made, you lose your right to the Complaint process.

The enclosed Notice of Complaint Process tells how to make a Complaint and the time frame for doing so. You will get a decision about your Complaint within 20 calendar days of its receipt.

The enclosed Notice of MHDDSD Hearings Rights tells how to request a MHDDSD Hearing and the time frame for doing so. You will get a decision about your MHDDSD Hearing within 90 calendar days of the request.

Filing a Complaint does not stop you from requesting a MHDDSD Hearing. *Your issue may be resolved more quickly through the Complaint process.*

If you file a Complaint and wait for a decision before requesting a MHDDSD Hearing, you may then request a MHDDSD Hearing about the decision. Such a MHDDSD Hearing must be requested within 45 calendar days of the date of Complaint decision.

If you file a Complaint and do not wait for a decision about that Complaint before requesting a MHDDSD Hearing, you lose your right to the Complaint process. Such a MHDDSD Hearing must be requested within 45 calendar days of this letter.

To get more information call **NAME and PHONE NUMBER OF REPRESENTATIVE**.

Example of Notice of Intended Action

Date of Notice

Notice ID No.

Name of Member

Member ID No.

Street Address

City, State and Zip Code

Practitioner Name

Proposed Treatment/Condition

Dear **NAME OF MEMBER**:

This letter serves as written notice that **TYPE OF MENTAL HEALTH SERVICE CURRENTLY BEING RECEIVED** will be **REDUCED/ SUSPENDED/ TERMINATED** on **DATE OF ACTION**. This change is being made because the current service level is no longer Medically Appropriate. Only Medically Appropriate Covered Services may be provided under Oregon Administrative Rule, 410-141-0480, Oregon Health Plan Benefit Package of Covered Services. If you have information that may change this decision, you may send it to us with a request for review.

If you disagree with our decision, then you may file a Complaint with us. You also may request an MHDDSD Administrative Hearing. If you request a MHDDSD Hearing before receiving a decision about any Complaint you may have made, you lose your right to the Complaint process.

You have the right to have the current service level continued until a decision is made about any Complaint filed or MHDDSD Hearing requested. To qualify for a continuation of benefits, you must file a Complaint or request a MHDDSD Hearing by **DATE OF ACTION**. If the decision about your Complaint or MHDDSD Hearing is made in our favor and your benefits were continued at the current service level, you must pay for the cost of care received after the **DATE OF ACTION** and before the date of decision.

The enclosed Notice of Complaint Process tells how to make a Complaint and the time frame for doing so. You will get a decision about your Complaint within 20 calendar days of its receipt.

The enclosed Notice of MHDDSD Hearings Rights tells how to request a MHDDSD Hearing and the time frame for doing so. You will get a decision about your MHDDSD Hearing within 90 calendar days of the request.

Filing a Complaint does not stop you from requesting a MHDDSD Hearing. *Your issue may be resolved more quickly through the Complaint process.*

If you file a Complaint and wait for a decision before requesting a MHDDSD Hearing, you may then request a MHDDSD Hearing about the decision. Unless you want benefits continued as described above, such a MHDDSD Hearing must be requested within 45 calendar days of the date of the Complaint decision.

If you file a Complaint and do not wait for a decision about that Complaint before requesting a MHDDSD Hearing, you lose your right to the Complaint process. Unless you want benefits continued as described above, such a MHDDSD Hearing must be requested within 45 calendar days of this letter.

To get more information call **NAME and PHONE NUMBER OF REPRESENTATIVE.**

Notice of Complaint Process

If you do not like a decision we made about your Covered Services, you may file a Complaint. You file a Complaint by filling out and signing a Consumer Complaint Form. You then send the form to the person listed in our letter.

If your Complaint is based on a written notice we sent, you must file a Complaint **within 30 calendar days** from the date of our letter telling you of our decision. When the Complaint is about a change in service level described in our Notice of Intended Action and you want benefits continued until a decision is made about the Complaint, then you must file a Complaint **within 10 calendar days** from the date of our Notice of Intended Action. If the decision about your Complaint is made in our favor and your benefits were continued at the current service level, you must pay for the cost of care received while the Complaint is being handled.

You can get the Consumer Complaint Form by calling the person listed in our letter. You may also get this form from your mental health provider. These two people can help you fill out the form.

We will ask you to explain why you do not agree with our decision. We will also ask you what you would like us to do to help you. We will then try to resolve the issue. We will give you a decision about your Complaint within 20 calendar days of receiving the Consumer Complaint Form.

If you do not like our decision about your Complaint, you may ask for a MHDDSD Hearing. If you ask for a MHDDSD Hearing before getting our decision about your Complaint, then you lose your right to the Complaint process. The enclosed Notice of MHDDSD Hearings Rights tells more about the MHDDSD Hearing process.

If you have an urgent problem which cannot wait for the regular Complaint process, you may ask for an "Expedited Complaint". You must tell us your Complaint is an expedited Complaint. You must also tell us why your situation must be handled right away. Our Medical Director will review your medical records and the reason you give. This person will decide if your problem cannot wait for the regular Complaint process.

The file we keep about your Complaint will be used as part of the record for any MHDDSD Hearing you may request.

Notice of MHDDSD Hearing Rights

If you do not agree with the decision made on your request, you may ask for a MHDDSD Hearing. The MHDDSD Hearing is requested through your local DHR office. It is held with the State of Oregon under Oregon Revised Statutes, Chapter 183. The MHDDSD Hearing is held before a person called a Hearing Officer.

At the MHDDSD Hearing, you explain why you do not agree with the decision made in your case. You can have people testify for you. You can also have a lawyer or someone else help you with the MHDDSD Hearing. We cannot pay for the cost of a lawyer. However, you may be able to get a lawyer for free by calling the nearest Legal Aid Office.

If your MHDDSD Hearing request is based on a Notice of Action we sent you, you must ask for a MHDDSD Hearing **within 45 calendar days** from the date of the Notice of Action. The request may be made based on the date of our first decision. It may also be made based on our decision about your Complaint if you wait to request a MHDDSD Hearing until after getting our decision.

When the MHDDSD Hearing is about a change in service level described in our Notice of Intended Action and you want benefits continued until a decision is made about the MHDDSD Hearing, then you must request a MHDDSD Hearing **within 10 calendar days** from the date of our Notice of Intended Action. If the decision about your MHDDSD Hearing is made in our favor and your benefits were continued at the current service level, you must pay for the cost of care received while the MHDDSD Hearing is being handled.

You ask for a MHDDSD Hearing by filling out an Administrative Hearing Request (form AFS 443). You can get this form from any local DHR office. The form must be filled out, signed and given to a DHR worker. This must be done within the time frame listed above. A DHR worker can help you fill out the Administrative Hearing Request form.

If you request a MHDDSD Hearing from the State of Oregon, you will be asked by a Division Representative to provide information about the issue. This will happen before the scheduled MHDDSD Hearing date. At that time, you can explain why you think the decision is wrong. It may be possible to resolve the issue then. If the issue is not resolved then, the MHDDSD Hearing is held as scheduled.

You may withdraw your request for MHDDSD Hearing at any time before the scheduled MHDDSD Hearing. You do this by writing a letter to the Adult and Family Services Division, Hearings Unit, 4486 River Road North, Salem, OR 97310.

If you have an urgent problem which cannot wait for a regular MHDDSD Hearing, you can ask for an "Expedited MHDDSD Hearing" through the DHR office. The MHDDSD Medical Director will review your medical records and the reason you give. This person will decide if your problem cannot wait for the regular MHDDSD Hearing process.

The MHDDSD file we keep is the case record if you do not request a MHDDSD Hearing or fail to appear at a scheduled MHDDSD Hearing.

EXHIBIT H
Procedure for Long Term Psychiatric Care Determinations

Purpose: This document describes the steps required to request a determination that an OMAP Member, between the ages of 18 and 65, is Appropriate for Long Term Psychiatric Care services. Long Term Psychiatric Care service determination requests for those OMAP Members under age 18 are to be directed to the Community Coordinating Committee Chair. Long Term Psychiatric Care service determination requests for those OMAP Members over 65 years of age are to be directed to the Geropsychiatric Outreach Team of Oregon State Hospital.

Actor

Action

Contractor

1. Determines whether the situation of the OMAP Member meets both of the following criteria:
 - a. There is a need for either Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital or extended psychiatric care service, or extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and
 - b. The OMAP Member has received all Usual and Customary Treatment, including, if Medically Appropriate, establishment of a Medication program and use of an Medication Override Procedure.
2. If the situation of the OMAP Member meets both criteria listed above in step 1, does the following with assistance from Acute Inpatient Hospital Psychiatric Care staff:
 - a. Contacts the ECMU Screener at 945-7182 or 945-2954, during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.).
 - b. Completes a Request for Long Term Psychiatric Care Determination.

Contractor

- c. Obtains the following documents:
 - (1) physician's history and physical;
 - (2) current Medications and dosages;
 - (3) reports of other Consultations;
 - (4) social histories; and
 - (5) current week's progress notes.

ECMU Screener

- 3. Sends, by facsimile, the request form and documents to the ECMU Screener at 945-0947.
- 4. Reviews the request form and documentation for compliance with criteria for Long Term Psychiatric Care with the following facilities:
 - a. OSH, Portland Campus;
 - b. OSH, Salem Campus;
 - c. Eastern Oregon Psychiatric Center;
 - d. Efficacious alternatives in the community.
- 5. If necessary, visits the Acute Inpatient Hospital Psychiatric Care facility and interviews staff and the OMAP Member.
- 6. Discusses findings, determination and placement alternatives with the Contractor.
- 7. Indicates findings, determination and transfer date, if applicable, on the Request for Long Term Psychiatric Care Determination.
- 8. Sends, by facsimile, the completed Request for Long Term Psychiatric Care Determination form to Contractor. If the OMAP Member is enrolled with Greater Oregon Behavioral Health, Inc. (GOBHI), also forwards a copy of the Request for Long Term Psychiatric Care Determination form to the Institutional Revenue Section of Division.

Contractor

9. If the OMAP Member is found inappropriate for Long Term Psychiatric Care or found Appropriate for Long Term Psychiatric Care but on a date other than a date requested, does the following:
 - a. Decides whether to accept the decision of the ECMU Screener.
 - b. If the decision is not accepted, then requests a clinical review by sending a written request and case records to the HPU via facsimile at (503) 947-1023.
 - c. If the decision is accepted, either provides Appropriate treatment or initiates transfer of the OMAP Member to the setting recommended as of the date specified.

Health Plan Unit

10. If the Contractor requests a clinical review, sends, by facsimile, the request form and records to the Clinical Reviewer.

Clinical Reviewer

11. Reviews records and does the following within three working days:
 - a. Decides whether the OMAP Member is Appropriate for Long Term Psychiatric Care.
 - b. Determines the date Long Term Psychiatric Care was or will be Appropriate, if applicable.
 - c. Updates the Request for Long Term Psychiatric Care Determination form.
 - d. Notifies, by phone, the Contractor and the ECMU Screener of the determination.
 - e. Sends, by facsimile, the completed request form to the Contractor and the ECMU Screener.

ECMU Screener

12. If the OMAP Member is found Appropriate for Long Term Psychiatric Care, coordinates with the physician and admission staff the transfer to the setting recommended as of the date specified.

Contractor

13. If transfer to the Long Term Psychiatric Care setting will not occur on the date the OMAP Member is Appropriate for Long Term Psychiatric Care, does one of the following:
 - a. If the facility is under contract with the Division for Acute Inpatient Hospital Psychiatric Care services, notifies the facility that costs related to the Acute Inpatient Hospital Psychiatric Care stay are the responsibility of Division as of the date the OMAP Member was found Appropriate for Long Term Psychiatric Care.
 - b. If the facility is not under contract with Division for Acute Inpatient Hospital Psychiatric Care services, bills Division according to this Agreement for costs related to the Acute Inpatient Hospital Psychiatric stay.

Request for Long Term Psychiatric Care Determination

| Request | | | | |
|--|-------------------------|-----------------|------------------|-------------------|
| Mental Health Organization: | | | Date: | |
| OMAP Member Name: | | | Age: | |
| Prime No: | | DSM IV - Axis I | DSM IV - Axis II | DSM IV - Axis III |
| Admission Date: | Proposed Transfer Date: | | | |
| | | | | |
| | | | | |
| Basis for Request: (NOTE: Both criteria must be met.) <input type="checkbox"/> There is a need for either: <input type="checkbox"/> Intensive Psychiatric Rehabilitation or other Tertiary Treatment in an Oregon State Hospital or extended psychiatric care service, or <input type="checkbox"/> Extended and Specialized Medication Adjustment (psychotropic) in a secure or otherwise highly supervised environment; and <input type="checkbox"/> The OMAP Member has received all Usual and Customary Treatment, including, if Medically Appropriate, establishment of a Medication program and use of an Medication Override Procedure. | | | | |
| Documentation Supporting Request (NOTE: All documents must be attached.) <input type="checkbox"/> Physician's history and physical <input type="checkbox"/> List of current Medications, dosages and length of time on Medication <input type="checkbox"/> Reports of other Consultations <input type="checkbox"/> Social histories <input type="checkbox"/> Current week's progress notes | | | | |
| Analysis of Documentation Supporting Request | | | | |

| Determination | | Patient's Name: |
|---|----------------|----------------------------|
| <input type="checkbox"/> Approved <input type="checkbox"/> Denied | Transfer Date: | Name of Decision Maker: |
| | | Date of Determination: |
| Criteria for Long Term Psychiatric Inpatient Care | | |
| <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 OMAP Member has continued to make suicide attempts or substantial (life-threatening) suicidal gestures or has expressed continuous and substantial suicidal planning or substantial ongoing threats. | | |
| <input type="checkbox"/> The OMAP Member has continued to show evidence of danger to others as demonstrated by continued destructive acts to person or imminent plans to harm another person. | | |
| <input type="checkbox"/> The OMAP Member has continued to show evidence of severe inability to care for basic needs but has potential for significant improvement with treatment. | | |
| <input type="checkbox"/> Failure of intensive extended care services evidenced by documentation in the Clinical Record of: | | |
| <input type="checkbox"/> An intensification of symptoms and/or behavior management problems beyond the capacity of the extended care service to manage within its programs; and | | |
| <input type="checkbox"/> Multiple attempts to manage symptom intensification or behavior management problems within the local Acute Inpatient Hospital Psychiatric Care unit. | | |
| <input type="checkbox"/> Has received all Usual and Customary Treatment, including, if Medically Appropriate, establishment of a Medication program and use of Medication Override Procedure. | | |
| | | |
| | | |
| | | |
| | | |
| Outcome of Clinical Review | | |
| <input type="checkbox"/> Upheld <input type="checkbox"/> Reversed | Transfer Date: | Name of Clinical Reviewer: |
| | | Date of Decision: |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

EXHIBIT I
Practitioner Incentive Plans

1. Contractor shall comply with all requirements of this Exhibit to ensure compliance with Sections 4204 (a) and 4731 of the Omnibus Budget Reconciliation Act of 1990 that concern practitioner incentive plans. The purpose of this Act is to ensure that OMAP Members are not being denied access to Medically Appropriate referral services based on financial incentives. Contractor shall not set into place any financial incentives which reduce or limit provision of Covered Services to OMAP Members as specified in this Agreement.
2. Contractor shall complete and submit to Division Report K1: Practitioner Incentive Plan Disclosure, under the following circumstances:
 - a. As of the effective date of this Agreement;
 - b. At least 45 calendar days before the effective date of changes to the referral incentive arrangements which results in a change in the amount of risk or Stop Loss Protection or a change in the risk formula to include coverage of services not provided by the practitioner or practitioner group which were not previously included in the formula;
 - c. Within 30 calendar days of Division's request; and
 - d. As of the effective date of any amendment to this Agreement extending Contractor's Service Area..
3. Contractor shall provide to any OMAP Member who requests it the following information:
 - a. Whether the Contractor uses a practitioner incentive plan that affects the use of referral services;
 - b. The type of incentive arrangement;
 - c. Whether Stop Loss Protection is provided; and
 - d. If a survey is required to ensure access to services is not being denied based on the practitioner incentive plan, a summary of the survey results.
4. If Contractor practitioner incentive plans meet the definition appearing in Report K1: Practitioner Incentive Plan Disclosure, Contractor shall complete and submit to Division, as of the effective date of this Agreement and at least 45 calendar days before the effective date of changes to the practitioner incentive plans, Report K2: Practitioner Incentive Plan Detail. Division shall use information reported to determine whether Contractor incentive arrangements place the practitioner or practitioner group at risk for amounts beyond a specified risk threshold.

- a. Risk threshold means the maximum risk to which a practitioner or practitioner group may be exposed under a practitioner incentive plan without being at substantial financial risk. It applies to incentive arrangements involving referral services. The specified risk threshold is set at 25 percent of potential earnings of the practitioner or practitioner group.
 - b. Substantial financial risk applies to those practitioners and practitioner groups with a patient panel size of less than 25,001 OMAP Members or a patient panel size of more than 25,000 OMAP Members as a result of pooling OMAP Members. A substantial financial risk exists for these practitioners and practitioner groups if the financial arrangement described above in 4.a. places the practitioner or practitioner group at risk of losing more than the risk threshold.
 - c. An arrangement shall be determined as causing substantial financial risk under the following circumstances:
 - (1) Withholds are greater than 25 percent of the maximum anticipated total incentive payments (salary, Fee-For-Service payments, Capitation Payments, returned withhold and bonuses);
 - (2) Withholds less than 25 percent of potential payments if the practitioner or practitioner group is potentially liable for amounts exceeding 25 percent of potential payments;
 - (3) Bonus that are greater than 33 percent of potential payments minus the bonus;
 - (4) Withholds plus bonuses if this sum equals more than 25 percent of potential payments. The threshold bonus percentage for a particular withhold percentage may be calculated using the formula:
$$\text{withhold percentage} - 0.75(\text{bonus percentage}) + 25\%$$
 - (5) For Capitation arrangements, if the difference between the maximum possible payments and minimum possible payments is more than 25 percent of the maximum possible payments; or the maximum and minimum possible payments are not clearly explained in the practitioner's or practitioner group's contract; and
 - (6) Any other incentive arrangements that have the potential to hold a practitioner or practitioner group liable for more than 25 percent of potential payments.
5. If Contractor is found to have referral incentive arrangements which place its practitioners or practitioner groups at substantial financial risk, Contractor shall conduct a survey of

OMAP Members to address satisfaction with the quality of services provided and degree of access to the services. Such survey may be conducted as part of survey administration occurring based on Contractor's QA Program. Contractor shall provide Division with survey data and results within 60 calendar days of the survey due date. The survey shall:

- a. Include either all current OMAP Members of Contractor and those who have disenrolled for reasons other than loss of eligibility or relocation outside the service Areas; or all those OMAP Members enrolled during the past twelve months or a sample of these OMAP Members.
 - b. Be designed, implemented and analyzed in accordance with commonly accepted principles of survey design and statistical analysis;
 - c. Address the satisfaction of OMAP Members and disenrolled OMAP Members with the quality of services provided and their degree of access to the services; and
 - d. Be conducted no later than one year after the effective date of the incentive arrangement and at least every two years thereafter; and
6. Contractor shall ensure that all practitioners and practitioner groups determined to be at substantial financial risk have either aggregate or per OMAP Member Stop Loss Protection in accordance with the following requirements:
- a. If aggregate Stop Loss Protection is provided, Contractor shall cover 90 percent of referral service costs (beyond allocated amounts) that exceed 25 percent of potential earnings of the practitioner or practitioner group; or
 - b. If per patient Stop Loss Protection is provided, Contractor shall provide Stop Loss Coverage based on patient panel size as reflected in the following table:

| Patient Panel Size | Per Patient Stop Loss Limit |
|-------------------------------|-----------------------------|
| Less than 1,000 | \$10,000 |
| 1,000 to 10,000 | \$30,000 |
| 10,001 to 25,001 | \$200,000 |
| More than 25,000 (No Pooling) | No specification |
| More than 25,000 (Pooling) | \$200,000 |

7. HCFA may impose a penalty of up to \$25,000 in addition to or in lieu of other remedies available under law if HCFA determines that the Contractor either misrepresented or falsified information furnished to Division or an OMAP Member in regard to the Practitioner Incentive Plan provisions or failed to comply with the Practitioner Incentive Plan provisions

specified in this Agreement.

8. Division shall suspend payment for new OMAP Members until it is satisfied that the basis for the determination of HCFA is not likely to recur.

Report K1: Practitioner Incentive Plan Disclosure

Mental Health Organization: _____ Date Prepared: _____

Signature and Title of Authorized Representative: _____

Practitioner Incentive Plan: Any compensation arrangement between an eligible organization and a practitioner or practitioner group that may directly or indirectly have the effect of reducing or limiting Covered Services furnished with respect to individuals enrolled in the organization. The compensation arrangement may include a variety of payment methods which create financial incentives to influence the use of referral services which are arranged, but not directly provided, by the practitioner subject to the practitioner incentive plan. Such compensation arrangements may hold a practitioner or a practitioner group at risk for all or a portion of the cost of referral services and may provide additional compensation to the practitioner or practitioner group if the practitioner or practitioner group is successful at controlling the level of referral services.

| Question or Requirement | Response |
|--|----------|
| 1. Does said organization use practitioner incentive plans as defined above for work performed under this Agreement? | |
| 2. If the answer to item 1 is yes, answer these additional questions. | |
| a. Does the plan reference services which are not provided by the practitioner or practitioner group? | |
| c. Does the plan involve a withhold and/or bonus? | |
| If yes, what is the percent or dollar amount of the withhold and/or bonus? | |
| d. Does the plan require Stop Loss Protection? | |
| If yes, what type of stop loss is required? | |
| If yes, what amount of protection is required? | |
| e. What is the patient panel size? | |
| If the panel size is based on a pooling of patients, describe the pooling method used. | |

| Question or Requirement | Response | |
|--|-----------------------------------|---|
| <p>f. Does the plan involve Capitation of practitioners or groups?</p> <p>If yes, complete the table to the right using information from the most recent year.</p> | | |
| | Practitioner Type | Percent of Total Capitation Paid |
| | Primary Care Practitioners | |
| | Referral Services to Specialists | |
| | Hospital | |
| | Other Types of Providers Services | |
| | Total | |
| <p>g. Does said organization conduct surveys of OMAP Members to measure the impact of practitioner incentive plans on quality of services and access to services?</p> <p>If yes, when was the last survey conducted and who was surveyed?</p> <p>If yes, when will the next survey be conducted and who will be surveyed?</p> <p>If yes, describe how the survey was designed, implemented and analyzed.</p> | | |
| | | |
| | | |
| | | |

Report K2: Practitioner Incentive Plan Detail

Mental Health Organization: _____

Date Prepared: _____

| Provider Type | Patient Panel Size | Service Payments | | | | Incentives | | | | | Total Service Payments and Incentives | Practitioner Liability |
|-----------------------------------|--------------------|------------------|-----------------|------------|-------|------------|---------------------|--------------|-------------------|-------|---------------------------------------|------------------------|
| | | Salary | Fee-for-Service | Capitation | Total | Bonus | Capitation Withhold | FFS Withhold | Referral Withhold | Total | | |
| Primary Care Practitioners | | | | | | | | | | | | |
| Referral Services to Specialists | | | | | | | | | | | | |
| Hospital | | | | | | | | | | | | |
| Other Types of Providers Services | | | | | | | | | | | | |
| Total | | | | | | | | | | | | |

Instructions:

1. Provide the total aggregate amount of payment made by Contractor to each provider type by service payment and incentive arrangement for services delivered under this Agreement during the risk/incentive period.
2. If any one particular referral provider comprises 25% or more of any referral incentive arrangement, then provide the name, address and phone number of the provider group.
3. Provide a written, signed and dated statement and justification if any of the above information is to be considered confidential.

K2: Practitioner Incentive Plan Detail

Bonus: A payment made to a practitioner or practitioner group beyond any salary, fee-for-service payments, capitation, or returned withhold.

Capitation Withhold: An incentive arrangement where a certain amount is removed from the negotiated Capitation Payment and might or might not be returned to the Participating Providers within the health care delivery system to cover a specified set of services and administrative costs at a given point in time on the basis of certain criteria and/or factors.

Fee-for-Service Withhold: An incentive arrangement where a certain percentage of the service fee is removed from the base amount of the service fee and might or might not be returned to the Participating Providers within the health care delivery system on the basis of certain criteria and/or factors.

Practitioner Liability: An incentive arrangement where payments are made to or by Participating Providers within the health care delivery system at a given point in time on the basis of certain performance criteria. Practitioner liability does not include those items defined elsewhere on this page.

Referral: Any specialty, inpatient, outpatient, or laboratory services that a practitioner or practitioner group orders or arranges, but does not furnish directly.

Referral Withhold: An arrangement between Contractor and Participating Providers in a health care delivery system to provide an incentive for that system to take on additional financial responsibility in covering probable, future expenses incurred from providing referral health care services to Contractor's OMAP Members. These arrangements consist of any amounts the Contractor pays Participating Providers for services provided, including the amounts paid for administration. These arrangements may control levels or costs of referral services. These payments should only include arrangements based on referral levels. Arrangements made between the Contractor and an intermediate entity who in turn subcontracts with one or more practitioner groups are to be reported.

Attachment 1

State of Oregon Oregon Health Plan Service Categories for Per Capita Costs October 1997 through September 1998

MEETING DATE: OCT 16 1997

AGENDA NO: C-5

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #²1 to IGA with the Oregon State Health Division

BOARD BRIEFING

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: 10/9/97

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Juvenile and Adult Community Justice DIVISION: _____

CONTACT: Debbie Persen TELEPHONE #: 248-3202

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Bill Morris/Joanne Fuller

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

2
Amendment #1 to Intergovernmental Agreement #700547 between the Department of Juvenile and Adult Community Justice and the Oregon State Health Division to extend the Agreement period and provide funding for FY 1997/98 to allow continuation of study design, implementation and evaluation services for the Truancy Diversion Project.

10/21/97 originals to Debbie Persen

SIGNATURES REQUIRED:

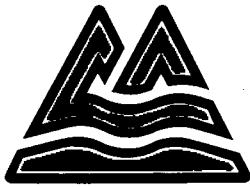
ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 OCT -3 PM 12:53



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
JUVENILE COMMUNITY 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

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile and Adult Community Justice

DATE: September 21, 1997

SUBJECT: Approval of an Amendment to an Intergovernmental Agreement between the Oregon State Health Division and the Department of Juvenile and Adult Community Justice

I. RECOMMENDATION/ACTION REQUESTED:

The Department of Juvenile and Adult Community Justice recommends the Board's approval of an Amendment to an Intergovernmental Agreement between Oregon State Health Division to extend the Agreement period to September 30, 1998 and to provide additional funding in order to allow for the continuation of services provided through this Agreement. The services include providing study design, implementation and evaluation activities for the Truancy Diversion Project which involves 4th to 6th grade and first year high school students residing in North/Northeast Portland.

II. BACKGROUND/ANALYSIS:

Studies have shown that the best way to deter juvenile delinquency is to keep youth active and in school. Therefore, the Department of Juvenile and Adult Community Justice along with Portland Public Schools and a host of community agencies have joined together in a collaborative effort to dramatically reduce truancy among 4th through 6th and 9th graders attending Portland Public Schools.

The strategies and service elements for reducing truant behavior among this targeted population was developed and formed into a grant proposal submitted to the Department of Education. The Department of Juvenile and Adult Community Justice subsequently received a grant award to implement a multi-modal response to truant youth in grade school and a mentorship program for youth with a truancy history entering the ninth grade. Oregon State Health Division was specifically named in the grant award to provide the study design and

analysis as well as assess the extent to which the project is implemented according to plan. To allow for the continuation of the Truancy Diversion Project, it is necessary to extend the contract agreement with the Oregon State Health Division to September 30, 1998 and provide funding for FY 1997/98 which directly supports the staff responsible for providing design, implementation, and evaluation services.

III. FINANCIAL IMPACT:

The Department will pay to Oregon State Health Division \$59,517 for FY 1997/98. These funds have been made available through the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

The Truancy Diversion Project links directly to the County's benchmarks of 1) reducing juvenile crime, and 2) increasing high school completion. This is accomplished by developing strategies and specific action plans that not only steer youth to, but maintain them in positive, enriching activities as well as keep and maintain them in school.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

Portland Public Schools and the Department are working collaboratively with all partners involved in this study.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☒ [X]

Contract # 700547

Prior-Approved Contract Boilerplate: ☐ Attached: ☒ X Not Attached

Amendment # 2

| | | |
|--|---|--|
| CLASS I <input type="checkbox"/> Professional Services under \$50,000 <input type="checkbox"/> Intergovernmental Agreement under \$50,000 | CLASS II <input type="checkbox"/> Professional Services over \$50,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue | CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement over \$50,000 APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>10/16/97</u> DEB BOGSTAD BOARD CLERK |
|--|---|--|

Department: Juvenile and Adult Community Justice

Date: September 22, 1997

Contract Originator: Bill Morris

Phone: 248-3532

Bldg/Room: 311/DJACJ

Administrative Contact: Debbie Persen

Phone: 248-3202

Bldg/Room: 311/DJACJ

Description of Contract: This Amendment to an Intergovernmental Agreement with Oregon State Health Division will provide additional funding for fiscal year 1997/98 to allow for the continuation of study design, implementation and evaluation services for the Truancy Diversion Project as well as extend the Agreement period to September 30, 1998.

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

ORS/AR #: _____ (Check all boxes that apply) Contractor is ☐ MBE ☐ WBE ☐ QRF ☒ N/A ☐ None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

| | |
|--|--|
| Contractor Name: <u>Oregon State Health Division</u> Mailing Address: <u>800 NE Oregon Street, #21</u> <u>Portland, OR 97323</u> Phone: <u>(503) 233-4356</u> Employer ID# or SS#: <u>93-6001752</u> Effective Date: <u>Upon Execution</u> Termination Date: <u>September 30, 1998</u> Original Contract Amount: <u>\$51,444</u> Total Amount of Previous Amendments: _____ Amount of Amendment: <u>\$59,517</u> Total Amount of Agreement: <u>\$110,961</u> | Remittance Address (if different) <u>Oregon State Health Division,</u> <u>Fiscal Services, PO Box 14260, Portland, OR 97214-0260</u> Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly <u>Cost Reimbursement</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 checked="" type="checkbox"/> X No <input type="checkbox"/> |
|--|--|

REQUIRED SIGNATURES:

Department Manager: _____

Date: 9-29-97

Purchasing Manager: _____

Date: _____

(Class II Contracts Only)

County Counsel: _____

Date: 10/3/97

County Chair/Sheriff: _____

Date: October 16, 1997

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 |
| 01 | 156 | 022 | 2741 | | | 6060 | | JJTP | | \$59,517 | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY JUSTICE

Intergovernmental Agreement #700547 Amendment #2

TERM OF AGREEMENT: Upon Execution
CONTRACTOR NAME: Oregon State Health Division
CONTRACTOR ADDRESS: 800 NE Oregon Street, #21
Portland, OR 97323

TO: September 30, 1998
PHONE: 731-4440
IRS NO: 93-6001752

This Amendment is to that certain Agreement dated October 1, 1996, between the Multnomah County Department of Juvenile and Adult Community Justice, referred to as "COUNTY", and Oregon State Health Division, referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

CONTRACT TERMS:

1. By amending Section 1, entitled Term, to extend the Agreement period from September 30, 1997 to September 30, 1998.
2. By amending Section 4.A., entitled Compensation, to increase the total amount paid to Contractor from \$51,444 to \$110,961.
3. By amending and replacing Section 4.A.1., entitled Compensation, to read as follows:

- 1) COUNTY will reimburse the CONTRACTOR for actual expenses for providing the services as stated herein.

NARRATIVE:

The purpose of this Amendment is to extend the service period as well as increase the funding in order to allow for the continuation of program services.

In witness whereof, the parties hereto have caused this Amendment to be executed by their duly appointed officers the date first written above.

By: _____
OREGON STATE HEALTH DIVISION

Date: _____

APPROVED AS TO FORM:

By: _____

REVIEWED:
THOMAS SPONSLER, County Counsel for
Multnomah County, Oregon

By: _____
Katie Gastjens
Assistant County Counsel

Date: 10/3/97

By: _____
Beverly Stein, Chair
Multnomah County Board of Commissioners

Date: October 16, 1997

By: _____
Elyse Clawson, Director
Dept. of Juvenile & Adult Community Justice

Date: 9-29-97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 10/16/97
DEB BOGSTAD
BOARD CLERK

By: _____
Bill Morris, Program Manager

Date: 9/24/97

CONTRACT #700547

INTERGOVERNMENTAL AGREEMENT

This agreement is between Oregon State Health Division hereinafter referred to as CONTRACTOR, and Multnomah COUNTY Department of Juvenile Justice Services hereinafter referred to as COUNTY. It is for the period beginning October 1, 1996, and ending June 30, 1997. It is established for the following purpose.

PURPOSE

To provide a study design, implementation and evaluation activities for the Truancy Diversion Project involving 4 to 6 grade and beginning high school students in North/Northeast Portland.

1. CONTRACTOR RESPONSIBILITIES

- a. CONTRACTOR will conduct the research design and implementation of the study, and assist in the development of evaluation methodology and data collection instruments.
- b. COUNTY and CONTRACTOR will jointly manage and coordinate the evaluation component.
- c. CONTRACTOR will provide three (3) staff to provide the services and coordination described as follows:
 1. One .50 FTE Research Analyst 3, responsible for day-to-day management of study design, implementation and evaluation activities, in collaboration with all partners involved in the study;
 2. One .10 FTE Principal Investigator, responsible for overseeing study design, implementation and evaluation, in collaboration with all partners involved in the study. Additionally supervises the evaluation staff;
 3. One .25 FTE Office Assistant 2, responsible for clerical support to the project, including word processing, filing, telephoning, ordering supplies, and data entry as needed.

2. CONTRACTOR will assess the extent to which the project is implemented according to plan, and to assist in a determination of degree to which project activities are associated with the student outcomes by the following:

- a. CONTRACTOR will collect data on the number of students in each program;
- b. CONTRACTOR will describe the characteristics of those students (e.g., grade level, grades, race/ethnicity, family constellation, educational attainment of parents affiliation with peers, substance use and prior arrests);
- c. CONTRACTOR will collect, describe, and analyze narrative program management data;

- d. CONTRACTOR will assess the extent to which the project implementation objectives are achieved, including a description of problems encountered and solutions offered, and;
 - e. CONTRACTOR will examine the association between the project activities and its outcomes.
- 3. CONTRACTOR will use information from the evaluation process as a management tool to help guide the implementation of the intervention, and if needed, to modify the intervention to maximize its effectiveness.
- 4. **COMPENSATION**
 - a. COUNTY will reimburse the CONTRACTOR in the sum of \$51,444 for performance of those services here within, which payment shall be based on the following applicable terms:
 - 1. COUNTY will reimburse the CONTRACTOR for actual expenses for providing the services as stated above. The reimbursement shall not exceed \$5,716 per month through June 30, 1997.
 - b. CONTRACTOR will submit a monthly itemized invoice of actual expenses to the COUNTY by the 10th working day of the month.

6. **INDEMNIFICATION**

Subject to the limitations and conditions of Oregon Constitution and statutes, CONTRACTOR and COUNTY each shall be solely responsible for any loss or injury caused to third parties arising from CONTRACTOR's or COUNTY's own acts or omissions under the agreement and CONTRACTOR or COUNTY shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from CONTRACTOR's or COUNTY's own acts or omissions under agreement.

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

OREGON STATE HEALTH DIVISION

By: [Signature]

Date: 1/30/97

MULTNOMAH COUNTY, OREGON

By: [Signature]

Multnomah County Chair

Date: January 21, 1997

By: [Signature]

Department Director

Date: 1-9-97

APPROVED AS TO FORM:

Niki Pope

Oregon State Health Division

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-10 DATE 1/21/97

DEB BOGSTAD

BOARD CLERK

By: _____

Program Manager

Date: _____

Reviewed BY:

[Signature]
Katie Gaetjens

For:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

MULTNOMAH COUNTY DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE
CONTRACT #700547 AMENDMENT #1

TERM OF AGREEMENT: October 1, 1996

TO: June 30, 1997

CONTRACTOR NAME: Oregon State Health Division

TELEPHONE: 731-4440

CONTRACTOR ADDRESS: 800 NE Oregon #21 PTLD, OR 97232 IRS NO:

This Amendment is to that certain Agreement dated October 1, 1996, between the Multnomah County Department of Juvenile and Adult Community Justice, referred to as "COUNTY", and Oregon State Health Division referred to as "CONTRACTOR". It is understood by both parties that all conditions and agreements in the original Agreement not superseded by the language of this Amendment are still in force and apply to this Amendment.

CONTRACT TERMS: By amending and adding to the contract document Section 1 entitled Term: to add the following:

The term of this Agreement will be extended from June 30, 1997 to September 30, 1997, unless sooner terminated under the provisions hereof.

In witness whereof, the parties hereto have caused this Amendment to be executed by their duly appointed officers the date first written above.

By: David Fleming
Contractor Name (print)

By: Elyse Clawson
Elyse Clawson, Director
Juvenile and Adult Community Justice

David Fleming ^{State Epidemiologist}
Contractor Signature & Title

Date: 7/14/97

Date: 6-4-97

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 6/26/97
DEB BOGSTAD
BOARD CLERK

REVIEWED:

By: Bill Morris
Bill Morris, Program Manager

Date: 5/20/97

SANDRA DUFFY, Acting County Counsel
for Multnomah County, Oregon

By: Katie Gaetjens
Katie Gaetjens
Assistant County Counsel

Date: 6/17/97

By: Beverly Stein
Beverly Stein, Multnomah County Chair
June 26, 1997

MEETING DATE: OCT 16 1997

AGENDA NO: C-6

ESTIMATED START TIME: 9:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

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 SHRIL D. LOMAX & DAVID J. LOMAX contract purchaser for completion of Contract #15741 (**Property purchased at Auction**).

Deed D971487 and Board Order attached.

10/21/97 ORIGINAL DEED & COPIES OF
ALL TO TAX TITLE

SIGNATURES REQUIRED:

ELECTED
OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

[Signature]

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 8 AM 11:45
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk at 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Authorizing the Execution of Deed D971487
Upon Complete Performance of a Contract 15741
with SHRIL D. LOMAX
AND DAVID J. LOMAX

} ORDER
97- 184

WHEREAS, on May 13, 1993, Multnomah County entered into a contract 15741, Book 2708 Page 1658 with SHRIL D. LOMAX and DAVID J. LOMAX, for the sale of the real property hereinafter described; and

WHEREAS, the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers; now therefore

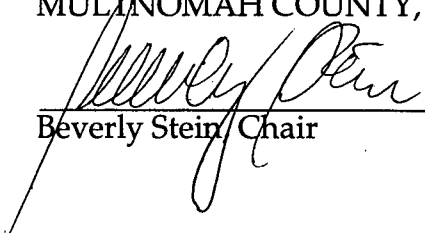
IT IS ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 11, BLOCK 4 SCOFFINS ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

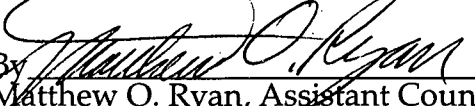
Dated this 16th day of October, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Counsel

DEED D971487

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to SHRIL D. LOMAX and DAVID J. LOMAX, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 11, BLOCK 4 SCOFFINS ADD, a recorded subdivision in the City of Portland, County of Multnomah and State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$7,400.00.

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:

SHRIL D. LOMAX & DAVID J. LOMAX
7102 NE 10TH AVE
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 16th day of October, 1997, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
Thomas Sponsler, County Counsel
Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

DEED APPROVED:
Kathleen A. Tuneberg
Collections/Records Manager

By Pat Frähler
Pat Frähler, Tax Collections Administrator

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

STATE OF OREGON

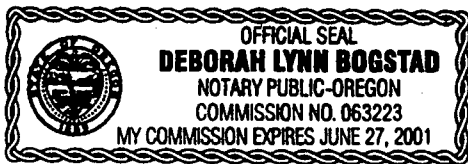
)

) ss

COUNTY OF MULTNOMAH

)

The foregoing instrument was acknowledged before me this 16th day of October, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: June 27, 2001

BUDGET MODIFICATION NO.

Health 4(For Clerk's Use) Meeting Date OCT 16 1997
Agenda No. C-7

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT

HealthDIVISION Director's Office

CONTACT

Kathy InnesTELEPHONE 248-3056 x 27027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Tom FronkSUGGESTEDAGENDA TITLE

Adds .18 FTE Principal Investigator to Health's Planning&Development Program. The position is funded with State of Oregon grant funds received under the contract with the State health Division.

(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

The STARS grant from the Oregon State Health Division has been increased. The Principal Investigator will write a technical report on the Status of the STARS program and provide consultation during the transition in program coordination to the State's new Statewide STARS coordinator.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

\$12,000 of STARS grant funds added to the Federal State Fund.

\$282 added to the General Fund due to additional indirect.

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 OCT - 8 AM 10:47

| | | | |
|---------------------------|-----------------|----------------------|-----------------|
| Originated By | Date | Department Director | Date |
| <i>John E. Pearson</i> | <i>10/27/97</i> | <i>Bob Odgers</i> | <i>9/29/97</i> |
| Plan/Budget Analyst | Date | Employee Services | Date |
| <i>John E. Pearson</i> | <i>10/27/97</i> | <i>Susan Danneil</i> | <i>10/01/97</i> |
| Board Approval | Date | | |
| <i>Cheryl C. Boagstad</i> | <i>10/16/97</i> | | |

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

404

5. ANNUALIZED PERSONNEL CHANGES

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

| FTE Increase (Decrease) | POSITION TITLE | ANNUALIZED | | | |
|-------------------------------|---------------------------|------------------------------------|---------------------|---------|---------------------------------|
| | | BASE PAY Increase (Decrease) | Increase/(Decrease) | | TOTAL Increase (Decrease) |
| | | | Fringe | Ins. | |
| 0.2 | Principal Investigator | \$12,870 | \$2,311 | \$1,771 | \$16,952 |
| 0.2 | TOTAL CHANGE (ANNUALIZED) | \$12,870 | \$2,311 | \$1,771 | \$16,952 |

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place this FY; these should explain the actual dollar amounts changed by this BudMod.)

| Permanent Positions, Temporary, Overtime, or Premium | | JCN | Explanation of Change | CURRENT FY | | |
|--|------------------------|------|---|------------------------------------|---------------------|---------|
| | | | | BASE PAY Increase (Decrease) | Increase/(Decrease) | |
| | | | | | Fringe | Ins. |
| .183 | Principal Investigator | 9798 | Added to Planning&Development with STARS grant funds | \$11,798 | \$2,118 | \$1,623 |
| TOTAL CURRENT FISCAL YEAR CHANGES | | | | \$11,798 | \$2,118 | \$1,623 |

| | | | | | | | | | | | | | |
|--------------------------|--------|----------|--------|------------------|-----------|---------|--|-------------------|---------|------------|----------|-------------|--|
| EXPENDITURE | | Health 4 | | | | | | | | | | | |
| TRANSACTION EB GM [] | | | | TRANSACTION DATE | | | | ACCOUNTING PERIOD | | | | BUDGET FY | |
| Health 4 | | | | | | | | | | | | | |
| Document | | | | Organi- | Reporting | | | Current | Revised | Change | | | |
| Number | Action | Fund | Agency | zation | Category | Object | | Amount | Amount | Increase | Subtotal | Description | |
| | | 156 | 015 | 0051 | | 5100 | | | | (Decrease) | | | |
| | | 156 | 015 | 0051 | | 5500 | | | | 11,798 | | | |
| | | 156 | 015 | 0051 | | 5550 | | | | 2,118 | | | |
| | | 156 | 015 | 0051 | | 6110 | | | | 1,623 | | | |
| | | 156 | 015 | 0051 | | 7100 | | | | (4,884) | 10,655 | | |
| | | 156 | 015 | 0051 | | 7100 | | | | 1,345 | 12,000 | | |
| | | | | | | | | | | | | | |
| | | 100 | 015 | 0905 | | 6110 | | | | 1,063 | | | |
| | | 100 | 045 | 9120 | | 7700 | | | | 282 | | | |
| | | 400 | 050 | 7531 | | 6520 | | | | 1,623 | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTAL EXPENDITURE CHANGE | | | | | | | | | | 14,968 | | | |
| | | | | | | | | | | | | | |
| REVENUE | | | | | | | | | | | | | |
| TRANSACTION RB GM [] | | | | TRANSACTION DATE | | | | ACCOUNTING PERIOD | | | | BUDGET FY | |
| Document | | | | Organi- | Reporting | | | Current | Revised | Change | | | |
| Number | Action | Fund | Agency | zation | Category | Revenue | | Amount | Amount | Increase | Subtotal | Description | |
| | | 156 | 015 | 0051 | | 2405 | | | | (Decrease) | | | |
| | | 100 | 045 | 7410 | | 6602 | | | | 12,000 | | | |
| | | 400 | 050 | 7040 | | 6602 | | | | 1,345 | | | |
| | | | | | | | | | | 1,623 | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| TOTAL REVENUE CHANGE | | | | | | | | | | 14,968 | | | |



MULTNOMAH COUNTY, OREGON

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

HEALTH DEPARTMENT
BUSINESS SERVICES
McCOY BUILDING
426 SW STARK
PORTLAND, OR 97204
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM: Kathy Innes

TODAY'S DATE: Sept. 29, 1997

REQUESTED PLACEMENT DATE: Oct. 16, 1997

SUBJECT: Health Budget Modification Number 4

I. Recommendation / Action Requested:

Approve an increase of \$12,000 and .18 Principal Investigator in the Health Planning & Development budget funded with State STARS grant dollars.

II. Background / Analysis:

The STARS grant from the Oregon State Health Division has been increased. The Principal Investigator will write a technical report on the status of the STARS program and provide consultation during the transition in program coordination to the State's new statewide STARS coordinator. The program has grown from its start up phase to a larger program involving more areas.

III. Financial Impact:

Adds \$12,000 in STARS grant funds and \$282 in indirect to the General Fund.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: NA

VII. Citizen Participation: NA

VIII. Other Government Participation: NA



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE

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

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: Stephen Pearson, Budget Analyst *SP*

DATE: October 8, 1997

SUBJECT: Budget Modification Health #4

On your October 16th agenda, you have a request from Health Department for approval of increase of \$12,000 and .18 Principle Investigator in Health Planning & Development budget. A reduction of professional services of \$4,884 is included to assist in supporting the position. This is funded with additional State STARS grant dollars.

Fiscal Impact

Expenditures will be covered by the additional grant dollars.

Budget Office Analysis of Request

The grant notice was received from the State Health Division in "Revision 1" to grant awards dated July 16th, 1997 so was not included in the adopted budget. The transaction appears reasonable.

Budget Office Recommendation

I recommend approval of this budget request.

BUDGET MODIFICATION NO.Health 5(For Clerk's Use) Meeting Date OCT 16 1997
Agenda No. C-8**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR**

(Date)

DEPARTMENT

HealthDIVISION Various

CONTACT

Kathy InnesTELEPHONE 248-3056 x27027

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Tom Fronk**SUGGESTED****AGENDA TITLE**

This action makes personnel adjustments in various work units reflecting changes in programs since budget approval. Changes and additions are funded from within the current program budgets and no additional dollars are requested.

(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 action adds .9 Nurse Practitioner and cuts 1 CHN in the STD Program.

This action adds .34 Office Assistant Sr and cuts .08 CHN FTE in the School Clinic Program.

This action cuts 1 CHN and adds 1 Health Assistant and .05 physician in the HIV Clinic Program.

This action adds 1 Chemical Applicator and cuts 1 Sanitarian in Vector Control

This action adds .8 Senior Dentist and cuts .4 Dentist and .4 Operation Supervisor.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 8 AM 10:47
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Quality)

Fund Contingency before this modification

Date

After this modification

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

| | | | |
|---------------------|------|---------------------|------|
| Originated By | Date | Department Director | Date |
| Plan/Budget Analyst | Date | Employee Services | Date |
| Board Approval | Date | | |

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

HD 5

5. ANNUALIZED PERSONNEL CHANGES

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

| | | | | ANNUALIZED | | | |
|--|----------------------------------|------|---|------------------------------------|---------------------|----------|---------------------------------|
| FTE Increase (Decrease) | JCN POSITION TITLE | | | BASE PAY Increase (Decrease) | Increase/(Decrease) | | TOTAL Increase (Decrease) |
| | | | | | Fringe | Ins. | |
| -1.00 | 6315 | 0330 | Comm Health Nurse | -\$49,894 | -\$8,957 | -\$3,342 | -\$62,193 |
| 1.00 | 6314 | 0330 | Nurse Prac | \$55,382 | \$9,609 | \$3,676 | \$68,667 |
| -0.10 | 6315 | 0457 | Comm Health Nurse | -\$5,275 | -\$1,023 | -\$562 | -\$6,860 |
| 0.17 | 6002 | 0457 | Office Asst/Sr | \$2,001 | \$360 | -\$852 | \$1,509 |
| | 6002 | 0456 | Office Asst/Sr | \$907 | \$163 | -\$3,352 | -\$2,282 |
| 0.17 | 6002 | 0463 | Office Asst/Sr | \$6,301 | \$1,131 | \$1,990 | \$9,422 |
| -1.00 | 6315 | 0380 | Comm Health Nurse | -\$45,704 | -\$8,206 | -\$6,072 | -\$59,982 |
| 1.00 | 6294 | 0380 | Health Assistant | \$23,427 | \$4,207 | \$4,449 | \$32,083 |
| 0.08 | 9490 | 0380 | Physician | \$4,982 | \$1,872 | \$795 | \$7,649 |
| -1.00 | 6356 | 0312 | Sanitarian | -\$42,819 | -\$7,689 | -\$3,187 | -\$53,695 |
| 1.00 | 6093 | 0312 | Chemical Applicator | \$30,840 | \$6,210 | \$4,135 | \$41,185 |
| 0.08 | 6356 | 0312 | Sanitarian | \$4,572 | \$984 | \$365 | \$5,921 |
| | 6357 | 0312 | Sanitarian Chief | | | -\$3,615 | -\$3,615 |
| -0.50 | 9692 | 0630 | Health Op Supv | -\$24,322 | -\$4,325 | -\$3,652 | -\$32,299 |
| 0.80 | 9430 | 0630 | Senior Dentist | \$60,123 | \$10,797 | \$4,808 | \$75,728 |
| -0.50 | 9390 | 0620 | Dentist | -\$42,567 | -\$7,645 | -\$5,191 | -\$55,403 |
| 0.395 | TOTAL ANNUAL FISCAL YEAR CHANGE | | | -\$22,259 | -\$2,141 | -\$9,379 | -\$33,779 |
| Permanent Positions, Temporary, Overtime, or Premium | | | JCN Org Explanation of Change | BASE PAY Increase (Decrease) | Increase/(Decrease) | | TOTAL Increase (Decrease) |
| | | | | | Fringe | Ins. | |
| -1.00 | 6315 | 0330 | Comm Health Nurse | -\$49,894 | -\$8,957 | -\$3,342 | -\$62,193 |
| 0.90 | 6314 | 0330 | Nurse Prac | \$49,894 | \$8,957 | \$3,342 | \$62,193 |
| -0.08 | 6315 | 0457 | Comm Health Nurse | -\$3,975 | -\$714 | -\$263 | -\$4,952 |
| 0.17 | 6002 | 0457 | Office Asst/Sr | \$2,001 | \$360 | -\$852 | \$1,509 |
| | 6002 | 0456 | Office Asst/Sr | \$907 | \$163 | -\$3,352 | -\$2,282 |
| 0.17 | 6002 | 0463 | Office Asst/Sr | \$6,301 | \$1,131 | \$1,990 | \$9,422 |
| -0.83 | 6315 | 0380 | Comm Health Nurse | -\$45,704 | -\$8,206 | -\$6,072 | -\$59,982 |
| 1.00 | 6294 | 0380 | Health Assistant | \$23,427 | \$4,207 | \$4,449 | \$32,083 |
| 0.05 | 9490 | 0380 | Physician | \$4,182 | \$1,650 | \$654 | \$6,486 |
| -1.00 | 6356 | 0312 | Sanitarian | -\$42,819 | -\$7,689 | -\$3,187 | -\$53,695 |
| 1.00 | 6093 | 0312 | Chemical Applicator | \$30,840 | \$6,210 | \$4,135 | \$41,185 |
| 0.06 | 6356 | 0312 | Sanitarian | \$3,715 | \$667 | \$287 | \$4,669 |
| | 6357 | 0312 | Sanitarian Chief | | | -\$3,615 | -\$3,615 |
| -0.40 | 9692 | 0630 | Health Op Supv | -\$18,255 | -\$3,189 | -\$2,728 | -\$24,172 |
| 0.80 | 9430 | 0630 | Senior Dentist | \$60,123 | \$10,797 | \$4,808 | \$75,728 |
| -0.40 | 9390 | 0620 | Dentist | -\$38,297 | -\$8,068 | -\$5,191 | -\$51,556 |
| 0.44 | TOTAL CURRENT FISCAL YEAR CHANGE | | | -\$13,579 | -\$1,967 | -\$8,674 | -\$24,220 |

6

| EXPENDITURE | | Health 5 | | | | | | | | | | | | |
|--------------------------|--------|----------|------------------|-------------------|----------|-----------------------|--------|-------------------|-------------------|------------------------|----------|-------------|--|--|
| TRANSACTION EB GM [] | | | TRANSACTION DATE | | | | | ACCOUNTING PERIOD | | | | BUDGET FY | | |
| Document | | | | | | | | | | Change | | | | |
| Number | Action | Fund | Agency | Organi- zation | Activity | Reporting Category | Object | Current Amount | Revised Amount | Increase (Decrease) | Subtotal | Description | | |
| | | 156 | 015 | 0457 | | | 5100 | | | (1,974) | | | | |
| | | 156 | 015 | 0457 | | | 5500 | | | (354) | | | | |
| | | 156 | 015 | 0457 | | | 5550 | | | (1,115) | | | | |
| | | 156 | 015 | 0457 | | | 7100 | | | (435) | | | | |
| | | 156 | 015 | 0456 | | | 5100 | | | 907 | | | | |
| | | 156 | 015 | 0456 | | | 5500 | | | 163 | | | | |
| | | 156 | 015 | 0456 | | | 5550 | | | (3,352) | | | | |
| | | 156 | 015 | 0456 | | | 7100 | | | (288) | | | | |
| | | 156 | 015 | 0463 | | | 5100 | | | 6,301 | | | | |
| | | 156 | 015 | 0463 | | | 5500 | | | 1,131 | | | | |
| | | 156 | 015 | 0463 | | | 5550 | | | 1,990 | | | | |
| | | 156 | 015 | 0463 | | | 7100 | | | 1,189 | 4,163 | | | |
| | | 156 | 015 | 0405 | | | 6110 | | | (3,697) | | | | |
| | | 156 | 015 | 0405 | | | 7100 | | | (466) | (4,163) | | | |
| | | 156 | 015 | 0380 | | | 5100 | | | (18,095) | | | | |
| | | 156 | 015 | 0380 | | | 5200 | | | 7,753 | | | | |
| | | 156 | 015 | 0380 | | | 5400 | | | 13,660 | | | | |
| | | 156 | 015 | 0380 | | | 5500 | | | (2,349) | | | | |
| | | 156 | 015 | 0380 | | | 5550 | | | (969) | 0 | | | |
| | | 100 | 015 | 0312 | | | 5100 | | | (8,264) | | | | |
| | | 100 | 015 | 0312 | | | 5200 | | | 2,923 | | | | |
| | | 100 | 015 | 0312 | | | 5400 | | | 8,533 | | | | |
| | | 100 | 015 | 0312 | | | 5500 | | | (812) | | | | |
| | | 100 | 015 | 0312 | | | 5550 | | | (2,380) | 0 | | | |
| | | 156 | 015 | 0630 | | | 5100 | | | 41,868 | | | | |
| | | 156 | 015 | 0630 | | | 5500 | | | 7,608 | | | | |
| | | 156 | 015 | 0630 | | | 5550 | | | 2,080 | | | | |
| | | 156 | 015 | 0630 | | | 7100 | | | 6,506 | | | | |
| | | 156 | 015 | 0620 | | | 5100 | | | (38,297) | | | | |
| | | 156 | 015 | 0620 | | | 5500 | | | (8,068) | | | | |
| | | 156 | 015 | 0620 | | | 5550 | | | (5,191) | | | | |
| | | 156 | 015 | 0620 | | | 7100 | | | (6,506) | 0 | | | |
| TOTAL EXPENDITURE CHANGE | | | | | | | | | | | | | | |
| | | | | | | | | | | | 0 | 0 | | |

[illegible]



MULTNOMAH COUNTY, OREGON

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

HEALTH DEPARTMENT
BUSINESS SERVICES
McCOY BUILDING
426 SW STARK
PORTLAND, OR 97204
PHONE (503) 248-3056

TO: Board of County Commissioners

FROM: Kathy Innes

TODAY'S DATE: Sept. 29, 1997

REQUESTED PLACEMENT DATE: Oct. 16, 1997

SUBJECT: Health Budget Modification Number 5

I. Recommendation / Action Requested:

Approve changes in FTEs in various job classes in the Health Department budget adding .27 FTE overall. Changes and additions are funded from within the current program budgets and no additional dollars are requested.

II. Background / Analysis:

Dental

The Dental Program is reducing a management/supervisory position (OP SUP) as an overall departmental effort to reduce management. The addition of a Senior Dentist position is for a Pediatric Dentist, in order to increase access for children.

STD

.9 Nurse Practitioner is added and 1 Community Health Nurse is cut from The Sexually Transmitted Disease (STD) Program because the NP's role allows a wider scope of clinical practice based on training and licensure and efficiency is increased when there are fewer providers to examine clients.

School Clinics

Clerical FTE is added to the Grant High School to cover the night school clinic. The LPN at Grant will cover nursing time. Additional clerical time is needed at Whitaker Middle School due to the co-housing of the ESD nurse.

HIV Clinic

With the new treatments for HIV disease, the demand for nursing service has shifted from being primarily high level nursing/medical interventions to more emphasis on teaching, education, monitoring of clients and their medication/treatment regimens. That shift has also decreased the amount of time nurses have had to spend on making outside specialty and ancillary service referrals and authorizations. At the same time, our Hispanic population is growing and our survey of Hispanic clients told us that they valued and wanted consistent, HIV knowledgeable interpretation available. The clinic staff chose to reclass the vacant CHN position to a Spanish-speaking HA to assist in the clinic but most importantly, to be consistently available for interpretation. The added MD time is to allow some administrative time for our newly appointed (July 1) HIV Medical Director.

Vector Control

Realignment of duties due to staff changes requires the services of a Chemical Applicator rather than a sanitarian in Vector Control. The salary ranges for the two classes are similar

III. Financial Impact:

No financial impact

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

N/A

VII. Citizen Participation:

None

VIII. Other Government Participation:

None



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY OFFICE

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

TO: Chair Beverly Stein
Commissioner Dan Saltzman
Commissioner Gary Hansen
Commissioner Tanya Collier
Commissioner Sharron Kelley

FROM: Stephen Pearson, Budget Analyst *SEP*

DATE: October 8, 1997

SUBJECT: Budget Modification Health #5

On your October 16th agenda, you have a request from Health Department for approval of changes in FTE's in various job classes. The net result is an increase of .44 FTE. For Dental, management is being reduced in favor of a pediatric dentist. For STD, a .9 Nurse practitioner is added to replace a Community Health Nurse for greater flexibility in assignment. A fractional clerical FTE is added to School Clinic program. For the HIV program, a Spanish speaking Health Assistant is replacing a CHN position to provide consistent translation services.

Fiscal Impact

Health will absorb any changes in cost within its current budget limits.

Budget Office Analysis of Request

The changes in each case seem to further the goal of providing more and better service within current budget levels.

Budget Office Recommendation

I recommend approval of this budget request.

MEETING DATE: ~~OCT 09~~ 1997 OCT 16 1997

AGENDA #: R-2 R-2

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Establishing Conference Room A on the Eighth Floor of the Multnomah County Courthouse as the Kelly G. Bacon Conference Room.

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: October 9, 1997

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: District Attorney

DIVISION: Administration

CONTACT: Judy Phelan

TELEPHONE #: 248-3335

BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael D. Schunk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Resolution commemorating the contributions of Kelly G. Bacon to Public Service and to the District Attorney's Office by renaming a conference room in the Multnomah County Courthouse the Kelly G. Bacon Conference Room.

10/16/97 ORIGINALS to Michael Schunk for
Family, Conference Room & District Attorney's
SIGNATURES REQUIRED: OFFICE

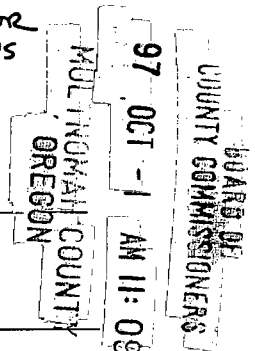
ELECTED

OFFICIAL: Michael Schunk

(OR)

DEPARTMENT

MANAGER: _____



ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Office Memorandum

MICHAEL D. SCHRUNK
District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: September 30, 1997

REQUESTED PLACEMENT DATE: October 9 Regular Agenda

RE: RESOLUTION IN THE MATTER OF HONORING AND REMEMBERING KELLY G. BACON

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
Kelly Bacon was the Executive Assistant to the District Attorney of Multnomah County. He passed away on April 30, 1997. In order to honor his 22 years of public service to the citizens of Multnomah County and a lifetime of professionalism and commitment to improving the criminal justice system a plaque commemorating his contributions will be permanently placed on the eighth floor of the Multnomah County Courthouse and Conference Room A will be renamed the Kelly G. Bacon Conference Room.

III. Financial Impact:
None.

IV. Legal Issues:
None.

V. Controversial Issues:
None.

VI. Link to Current County Policies:
None.

VIII. Other Government Participation:
None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

| | | |
|--------------------------|---|------------|
| Honoring and Remembering |) | RESOLUTION |
| Kelly G. Bacon |) | 97-185 |

WHEREAS, Kelly G. Bacon died on April 30, 1997, after over 22 years of public service in the Multnomah County District Attorney's Office ; and

WHEREAS, Kelly G. Bacon was a model of professionalism in public service, having served his fellow citizens in the US Army in Vietnam, in the Office of the Mayor of Portland, and as Executive Assistant to the District Attorney until his death; and

WHEREAS, Kelly G. Bacon was cofounder and past president of the National Association of Justice Information Systems (NAJIS) and a member of the National Criminal Justice Association; and

WHEREAS, Kelly G. Bacon provided advice and counsel on the local and national levels; in recognition of his contributions he received the 1996 Louis Brownlow Award from the American Society for Public Administration for co-authoring an article published in the *Public Administration Review*; and

WHEREAS, Kelly G. Bacon had a unique ability to leverage resources to reach innovative and creative solutions; and

WHEREAS, Kelly G. Bacon had foresight and vision about the application and use of new technology and computers in the District Attorney's Office and the criminal justice system; and

WHEREAS, Kelly G. Bacon was recognized by his colleagues and coworkers as a true professional who acted with integrity, honesty, and courage; and

WHEREAS, Kelly G. Bacon was a constant and loving husband to Sandy, a devoted and caring father to Brian and Jonathon, and a thoughtful and loyal son to USN Commander AVH Bacon and Marion Carson Bacon; now, therefore

IT IS HEREBY RESOLVED, that the Multnomah County Board of Commissioners permanently commemorate the contributions of Kelly G. Bacon by placing a plaque on the eighth floor of the Multnomah County Courthouse and renaming Conference Room A as the Kelly G. Bacon Conference Room; and

IT IS FURTHER RESOLVED, that a formal ceremony be held in memory of Kelly G. Bacon on Friday, October 17 1997, at 3 p.m. to dedicate the conference room on the eighth floor of the Multnomah County Courthouse; and

IT IS FURTHER RESOLVED, that a copy of this resolution be prepared and presented to members of the Bacon family as a permanent remembrance and in appreciation of Kelly G. Bacon's professionalism, dedication, and public service.

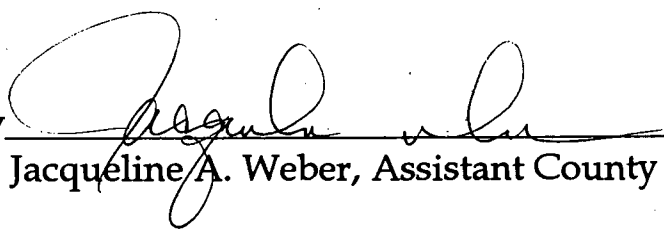
APPROVED this 16th day of October, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
Jacqueline A. Weber, Assistant County Counsel

MEETING DATE: October 16, 1997
AGENDA #: R-3
ESTIMATED START TIME: 9:40 AM

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation Proclaiming Week of October 27-31, 1997 Construction Awareness Week

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

REGULAR MEETING: DATE REQUESTED: Thursday, October 16, 1997
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Delma Farrell TELEPHONE #: 248-3953
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Representative from Conkling, Fiskum & McCormick, Inc.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PROCLAMATION Proclaiming the Week of October 27 through 31, 1997 as
Construction Awareness Week in Multnomah County, Oregon

10/16/97 ORIGINAL TO GINDY CATO
ASSOCIATION OF GENERAL CONTRACTORS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 9 PM 4:20
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions? Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Proclaiming the Week of October 27 through) PROCLAMATION
31, 1997 as Construction Awareness) 97-186
Week in Multnomah County, Oregon)

WHEREAS, Construction Awareness Week will be observed in Oregon the week of October 27 through 31, 1997; and

WHEREAS, the Associated General Contractors/Columbia Chapter (AGC) represents more than 1,000 construction and construction-related firms in Oregon and Southwest Washington; and

WHEREAS, members of the Associated General Contractors are actively engaged in community building, creating the infrastructure and foundation for the region's economic development; and

WHEREAS, Oregon's construction industry represents a statewide annual payroll of \$2.1 billion; and

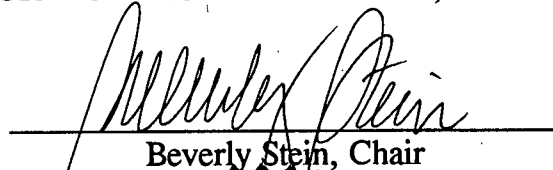
WHEREAS, construction contractors working in Multnomah County provided a local payroll of \$656,772,156 in 1996; and

WHEREAS, the construction industry will be celebrating Construction Awareness Week the Oregon Convention Center October 27-31, 1997; now, therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners officially designates the week of October 27 through 31, 1997 as Construction Awareness Week for Multnomah County, Oregon.

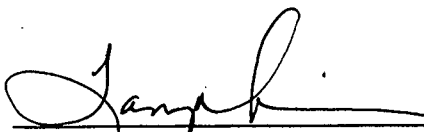
APPROVED this 16th day of October, 1997.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


Commissioner Dan Saltzman


Commissioner Gary Hansen


Commissioner Tanya Collier




Commissioner Sharron Kelley

MEETING DATE: OCT 16 1997
AGENDA #: R-4
ESTIMATED START TIME: 9:45 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NACIO AWARD OF EXCELLENCE

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

REGULAR MEETING: DATE REQUESTED: October 16, 1997
AMOUNT OF TIME NEEDED: 3 Minutes

DEPARTMENT: Chair's Office DIVISION: _____

CONTACT: Maria Rojo de Steffey TELEPHONE #: 248-3955
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Commissioner Beverly Stein

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☒ OTHER

SUGGESTED AGENDA TITLE:

National Association of County Information Officers National Award of Excellence. Awarded to Multnomah County Animal Control for the "Animal Control Web Site" - Computer Media Category. Partnership with Whitehorse Studios. Award will be accepted by John Rowton and Jeanne McKirchy-Spencer.

ELECTED
OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: _____

SIGNATURES REQUIRED:

Beverly Stein /mp

BOARD OF
COUNTY COMMISSIONERS
97 OCT -3 AM 11:25
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

the NACIO

National Association of County Information Officers

440 First Street NW, Washington, DC 20001

(202) 393-6226

*an affiliate
of the
National
Association
of Counties*

September 10, 1997

Dear NACIO Award of Excellence Winner,

Knowing how important first impressions are, I reluctantly make mine with an apology to you for the delay in this correspondence. However, so as not to overshadow the real reason for this letter, may I quickly add a hearty "CONGRATULATIONS TO YOU" on receipt of the enclosed NACIO "Award of Excellence" certificate.

I am pleased to tell you that this year's program was highly competitive and you should feel honored to be among the 1997 winners. At the same time, I am sad to report that the data base we were using to track entries and their owners, crashed near the end of the judging process thus the untimely distribution of some of the certificates.

On behalf of the National Association of Counties, I applaud your achievement in enhancing communications with the public and apology for any inconvenience our technology failure may have caused you or your organization. Thank you for your understanding.

Sincerely,

Victoria Hastings-Goodman

Victoria Hastings-Goodman, President
National Association of County Information Officers
Art Director, Howard County, Maryland

vhastings@co.ho.md.us
410.313.4020

MEETING DATE: OCT 16 1997
AGENDA #: R-5
ESTIMATED START TIME: 9:48 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Authorizing the Sale of Certain County Owned Property at Edgefield to the City of Troutdale

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: October 16, 1997

AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Nondepartmental DIVISION: Commissioner Sharron Kelley

CONTACT: Wayne George

TELEPHONE #: 248-5071

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Wayne George, Bob Oberst, John Thomas

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐
OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing the Sale of Certain County Owned Property at Edgefield to the City of Troutdale

11/12/97 copies to Wayne George, Bob Oberst & John Thomas

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:

Sharron Kelley

(OR)

DEPARTMENT

MANAGER:

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
97 OCT - 8 AM 11:15

TO: Board of County Commissioners

FROM: Commissioner Sharron Kelley

RE: Resolution authorizing the sale of certain county owned property at Edgefield to the City of Troutdale

DATE: October 8, 1997

AGENDA DATE: October 16, 1997

I. Recommendation/Action Requested

Approval of Resolution.

II. Background/Analysis

The City of Troutdale is seeking an option to purchase Parcels "A" and "C" of the Edgefield Farm Property, using the December 1996 appraised value per acre.

III. Financial Impact

Sale revenue may be used for capital needs of the County.

IV. Legal Issues

Resolution 94-105 provides that the County may proceed with a sale under an existing appraisal "if that appraisal is by a real estate appraiser certified by the State of Oregon, has been completed within six months of the transaction, and the Facilities and Property Management Division is satisfied with the results and method of comparisons of the appraisal." This Resolution would exempt this transaction from the six-month requirement.

V. Controversial Issues

The County has the option to sell these parcels in a public auction. By using the per-acre price set under the existing appraisal, notwithstanding Resolution 94-105, and selling an option to the City of Troutdale, the Board will greatly increase the chances of the Eurocenter development going forward on these parcels as well as providing the City of Troutdale with additional legal authority to assure that the parcels are developed in a manner consistent with public interests.

VI. Link to Current County Policies

The County has adopted Resolutions 90-55, 90-81, 94-78, and 95-108 concerning these parcels and the larger Edgefield site. In the two most recent Resolutions, the Board has stated that "the public interest would be advanced if these parcels are developed in a manner that is linked economically to development in downtown Troutdale and coordinated with anticipated visitor use in the Columbia River Gorge National Scenic Area." The County also stated that these parcels may be suitable for an intermodal transit-oriented recreational development.

VII. Citizen Participation

In addition to the public hearing in connection with this Resolution and approval of the property transaction, there will be citizen input in connection with plan and zone changes and land use approvals by the City of Troutdale.

VIII. Other Government Participation

City of Troutdale

BOGSTAD Deborah L

From: THOMAS John S
Sent: Wednesday, October 22, 1997 7:28 AM
To: BOGSTAD Deborah L
Cc: OBERST Robert J
Subject: RE: R-5 on Thursday's Agenda

If we don't have legals for "A" and "C" then I suggest we use this legal from Bob's e-mail:

Multnomah County Tax Lots 100 and 1200, Section 26, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon.

We should leave out the "excepting" phrase because the resolution authorizes an option to sell the property described in the exhibit except what is needed for county purposes.

From: BOGSTAD Deborah L
Sent: Tuesday, October 21, 1997 12:19 PM
To: OBERST Robert J
Cc: THOMAS John S
Subject: FW: R-5 on Thursday's Agenda
Importance: High

do we have the legals for "A" & "C"????

From: THOMAS John S
Sent: Tuesday, October 21, 1997 9:13 AM
To: BOGSTAD Deborah L
Subject: RE: R-5 on Thursday's Agenda

I have been out of the office since last Wednesday. Do you still need an answer to this? We said in the resolution that the authority was to negotiate a sale of the "portions" of parcels "A" and "C" not needed for county purposes. So all we need to attach is a legal for parcels "A" and "C". Hopefully we have that.

Let

From: BOGSTAD Deborah L
Sent: Tuesday, October 14, 1997 3:22 PM
To: THOMAS John S
Subject: R-5 on Thursday's Agenda

F. Wayne George informs me there has been no legal description created for the Edgefield property sale. What do you think about that?

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

| | | |
|--|---|------------|
| Authorizing the Sale of Certain County |) | RESOLUTION |
| Owned Property at Edgefield to the |) | 97- 187 |
| City of Troutdale |) | |

WHEREAS, Multnomah County has been working since 1994 with the City of Troutdale and with Edgefield Station, Inc., toward the eventual sale of portions of Parcels "A" and "C" of the Edgefield Farm Property not otherwise needed for County purposes, as described on the Exhibit attached hereto; and

WHEREAS, the City of Troutdale has worked toward the development of this site in a manner that links economically to downtown Troutdale, coordinates with anticipated visitor use in the Columbia River Gorge National Scenic Area, and contains an inter-modal transit-oriented recreational development; and

WHEREAS, the City of Troutdale has requested an option to purchase this site from Multnomah County to facilitate its eventual development; and

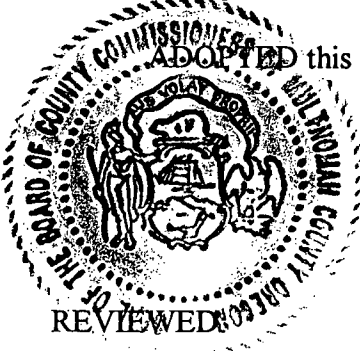
WHEREAS, the Board of Commissioners finds that the December 1996 appraisal for this site sets an appropriate valuation per acre for determining a fair purchase price that is in the public interest; and

WHEREAS, a reappraisal at this time pursuant to Resolution 94-105 would delay the sale of the property and interfere with immediate and promising development opportunities; and

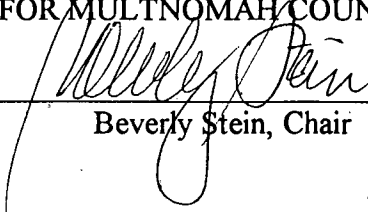
WHEREAS, the County will best promote the public interest and the development of this site consistent with County goals by selling a purchase option to the City of Troutdale without extended delay; now, therefore

IT IS RESOLVED that the Multnomah County Board of Commissioners hereby authorizes the County Chair to negotiate appropriate terms and execute an option for the sale to the City of Troutdale that portion of Parcels "A" and "C" of the Edgefield Farm Property not otherwise needed for County purposes utilizing the December, 1996 appraisal value per acre as the purchase price.

ADOPTED this 16th day of October, 1997.



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



Beverly Stein, Chair

**THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON**

By  _____
John Thomas, Assistant County Counsel

Exhibit

Multnomah County Tax Lots 100 and 1200, Section 26, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon

MEETING DATE: OCT 09 1997 OCT 16 1997

AGENDA NO: E-13 R-6

ESTIMATED START TIME: 9:30 AM 10:08

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Renewal of IGA with the City of Portland for Printing and Duplicating Services

BOARD BRIEFING: _____ DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: _____ DATE REQUESTED: 10/9/97

AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: Countywide

DIVISION: Purchasing

CONTACT: Franna Hathaway / Jan Thompson

TELEPHONE #: 248-5111 ext. 22651

BLDG/ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: Franna Hathaway / Jan Thompson

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Renewal of IGA with the City of Portland for Printing and Duplicating Services

10/20/97 ORIGINALS TO FRANNA HATHAWAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT
MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 SEP 30 PM 12:02
MULTNOMAH COUNTY
OREGON

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Franna Hathaway, Purchasing Manager

TODAY'S DATE: September 24, 1997

REQUESTED PLACEMENT DATE: October 9, 1996

FH/jmt

RE: Renewal of Intergovernmental Agreement with the City of Portland for Printing and Duplicating Services.

I. Recommendation/Action Requested:

The Purchasing Section is requesting the renewal of the Intergovernmental Agreement between Multnomah County and the City of Portland for Printing and Duplicating Services for three months, ending December 31, 1997.

II. Background/Analysis:

Purchasing Section originally contracted with the City of Portland for Printing and Duplicating Services using the bid process in October of 1991 on Bid #B81-000-5638. The bid was open to all interested vendors including the City of Portland Printing & Distribution Bureau. The City was awarded the bid because of a wide margin between their bid and the next low bid from a Non-government vendor, more than twice the amount of the City's Bid. A survey was sent out July of 1997 and it was determined that the majority of users of this contract are satisfied with the service. A few problem areas were noted in which the County was not utilizing the contract as well as it could. These problems are being resolved.

III. Financial Impact:

Based on the bids received it is estimated that the cost saving achieved by this renewal are approximately \$400,000 per year.

IV. Legal Issues:

None Anticipated.

V. Controversial Issues:

None Anticipated

VI. Link to Current County Policies:

Current County policies require yearly renewal of contracts for a maximum of three years, except for Intergovernmental Agreements which are exempted in Administrative Rule 10.010A.

Page Two
Procedure for Staff Report

VII. Citizen Participation:

VIII. Other Government Participation:

The City of Portland will perform the Printing and Duplicating Services for Multnomah County.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal ☐

Contract # 400142

Prior-Approved Contract Boilerplate:

Attached:

Not Attached

Amendment # 5

| | | |
|---|--|---|
| <p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p> | <p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p> | <p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over</p> <p>APPROVED MULTNOMAH COUNTY</p> <p>BOARD OF COMMISSIONERS</p> <p>AGENDA # R-6 DATE 10/16/97</p> <p>DEB BOGSTAD</p> <p>BOARD CLERK</p> |
|---|--|---|

Department: Chair=s Office Division: Finance Date: 9-24-97

Contract Originator: Roger A. Bruno Phone: 22870 Bldg/Room: 421/1

Administrative Contact: Franna Hathaway Phone: 22651 Bldg/Room: 421/1

Description of Contract: **Printing and Duplicating Services on a requirements basis/Renewal of Contract for a period of three (3) months..**

RFP/BID #: B81-000-5638 Date of RFP/BID: 10/91 Exemption Expiration Date:

ORS/AR # 10.010A (Check all boxes that apply) Contractor is ☐ JMBE ☐ JWB ☐ JQRF ☐ JN/A ☐ JNone

Original Contract No. Same (ONLY FOR ORIGINAL RENEWALS)

| | |
|--|---|
| <p>Contractor Name: <u>Portland, City of</u></p> <p>Mailing Address: <u>Printing & Duplicating</u></p> <p><u>124 SW Madison</u></p> <p><u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-4444</u></p> <p>Employer ID# or SS#:</p> <p>Effective Date: <u>Upon signature</u></p> <p>Termination Date: <u>12-31-97</u></p> <p>Original Contract Amount: \$ <u>200,000 Est.</u></p> <p>Total Amt of Previous Amendments: \$ <u>200,000 Ext.</u></p> <p>Amount of Amendment: \$</p> <p>Total Amount of Agreement: \$ <u>200,000 Est.</u></p> | <p>Remittance Address (if different)</p> <p>Payment Schedule</p> <p>Terms</p> <p><input type="checkbox"/> Lump Sum \$ <u> </u> <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ <u> </u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ <u> </u> <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> |
|--|---|

REQUIRED SIGNATURES:

Department Manager: Paul A. Beyer

Date: 9/26/97

Purchasing Manager: Franna Hathaway

Date: (Class II Contracts Only) 9/25/97

County Counsel: Walter Pen

Date: 9/30/97

County Chair/Sheriff: Walter Pen

Date: October 16, 1997

Contract Administration: Walter Pen

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 |
| 01 | | | | | | | | | | | |
| 02 | | | | | | | | | | | |
| 03 | | | | | | | | | | | |

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**REQUIREMENTS CONTRACT
FOR THE PURPOSE OF PRINTING & DUPLICATING SERVICES**

No. 400142

THIS AGREEMENT, dated _____, is between the **COUNTY OF MULTNOMAH**, a political subdivision of the State of Oregon (hereinafter the County), and **THE CITY OF PORTLAND, PRINTING & DISTRIBUTION**, 124 SW Madison, Portland, OR 97204, a political subdivision of the State of Oregon (hereinafter the Contractor).

WHEREAS, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

WHEREAS, the County has conducted an invitation for bids and has selected the City of Portland as the Contractor for printing and duplicating services; and

WHEREAS, the County wishes to make purchases of printing and duplicating services pursuant to the bid since such purchases will be in the public interest and will benefit the County;

NOW, THEREFORE, the parties hereto agree:

ARTICLE I. Description of Service: Contractor shall and will sell and deliver to the County, printing and duplicating services, per Bid No. B81-000-5638, in strict accordance with the specifications prepared for the same, which specifications, instructions to bidders and the accepted bid shall be and are a part of this contract as much so as though they had been fully copied herein to. All appended to this agreement, hereby are specifically referred to and made a part of the agreement and shall have the same force and effect as though all were fully inserted herein.

ARTICLE II. Term of Contract: Contractor services under this agreement shall begin on date of signature and continue through December 31, 1997.

ARTICLE III. Contract Renewal: The County shall have the option to renew this contract subject to approval of the Contractor, and the approval of the Multnomah County Board of Commissioners upon a thirty (30) day written notice. Any price adjustments must be submitted by the contractor not less than sixty (30) days before the contract period expires on December 31, 1997. The County reserves the right to reject any renewal acceptance by the contractor that contains modifications of the contract, negotiable or not, unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. The County may, at its discretion, re-bid the contract after the first contract period.

REQUIREMENTS CONTRACT

Contract No. 400142

Page 2

ARTICLE IV. Termination: This Agreement may be terminated at any time, with cause, by the County or the Contractor, upon giving not less than sixty (30) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the Contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

ARTICLE V. Payment: The County will pay to the Contractor for said services and materials so sold and delivered the amount specified by the Contractor in response to the bid and incorporated herein as Attachment #1, being the sum named in the Contractors bid, subject to additions and deductions as hereinafter provided. Payment will be made monthly, following the current month within which service has been provided by the Contractor. Payment will be made by County warrant by the office of the County Finance Division.

ARTICLE VI. Payment Approval: No payment shall be made except upon the approval of the Purchasing Manager. Delivery shall be made at the time and place indicated by said official.

ARTICLE VII. Non-Performance: In the event of nonperformance under this agreement, the County shall have the right to obtain from other sources such materials and/or services as may be required to accomplish the work not performed, and it is agreed that difference in cost, if any, for said work or goods shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to perform work and/or deliver services as specified and scheduled.

ARTICLE VIII. Indemnification: To the extent permitted by Oregon law, the Contractor agrees to hold and save the County and all its officers and agents harmless from and against all claims of every nature or kind for or an account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

ARTICLE IX. State Law Compliance: The Contractor agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and that said Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight (8) hours in any day, or forty (40) hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such cases to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338.

REQUIREMENTS CONTRACT

Contract No. 400142

Page 3

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor; fail, neglect, or refuse to make all amounts due the State Industrial Accident Fund or to the State Department of Revenue, and charge the amount thereof against the funds due or to become due said Contractor by reason of said contract, but payment of Contractor by reason of said contract, payment of any such claims in the manner herein authorized shall not relieve the Contractor or his surety from his or its obligations with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor may or shall have deducted from the wages of his employees for such services.

ARTICLE X. Nonappropriation: The Contractor agrees that if payment for this contract extends into County's next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County to fund its provisions, and may be canceled by County upon thirty (30) days written notice to Contractor of any such failure.

ARTICLE XI. Pricing: Pricing will be in accordance with attached bid (Attached #1).

ARTICLE XII. Workers Compensation: Contractor specifically agrees to comply with ORS Chapter 656, Workers Compensation coverage. Proof of such Workers Compensation coverage shall be provided and coverage must remain in full force throughout the life of this contract.

IN WITNESS WHEREOF, the Contractor and the County have caused this contract to be executed by their duly authorized representative (s), in the day and year as first written above.

REVIEWED: COUNTY OF MULTNOMAH, OREGON

~~THOMAS SPONSER~~
~~LAURENCE KRESSEL~~, County Counsel
for Multnomah County, Oregon

By: 
John Thomas, Assistant County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 10/16/97
DEB BOGSTAD
BOARD CLERK

By 
Beverly Stein, County Chair

THE CITY OF PORTLAND
PRINTING & DISTRIBUTION SERVICES

By _____

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS #B-81-000-5638 To be opened 2:00 P.M. May 8, 1991

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2:00 P.M. Pacific Time and will be publicly opened and read for furnishing:

Printing and Duplicating Services

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always -- price, fitness and quality being equal -- prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also, the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and Contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 270.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder may be required to furnish a performance bond satisfactory to the Board in the full amount of the contract.

Surety Bond: WAIVED.

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon, APR 19 1991.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

By: 

Lillie M. Walker, Director
Purchasing Section

Publication Dates: April 19, 1991

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects fair and without collusion or fraud.

Dated: 20 May 1991

City of Portland, Oregon
Legal name of firm or corporation

By JG Bud Clark
(Signature of Bidder)

Mayor
(Title)

Address 1220 SW 5th

ADDENDUM # 3

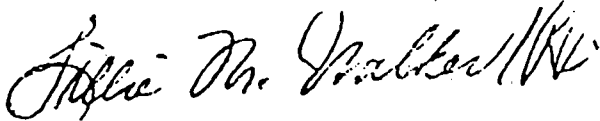
MULTNOMAH COUNTY, OREGON

May 14, 1991

Bid: #B81-000-5638
Name: Printing and Duplicating Services

Opening: May 20, 1991 at 2:00 PM

This addendum is issued to the above referenced Bid to replace all of the original specifications Pages 3 through 19. It also replaces addendum number 1. All bidding must be placed and based on this addendum and submitted at the prescribed time and place along with the first two pages of the original specifications which must be signed by the bidder.

A handwritten signature in cursive script, appearing to read "L. Walker", is written over a horizontal line.

L. WALKER, DIRECTOR
PURCHASING SECTION

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cond't)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 2

INSTRUCTIONS TO BIDDERS

IMPORTANT NOTICE RE: VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other printing, please send a written "NO BID" to the above address, or call Roger Bruno at (503) 248-5111 and submit a verbal "NO BID", no later than May 20, 1991.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category but will remain on all other lists applied for.

METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis, or by individual package, as in the best interest of the County. The right is expressly reserved to reject any or all bids. Award will be made to the bidder(s) meeting all requirements and submitting the lowest responsive bid as determined by the total dollar bid for each of packages #1 through #5. A responsive bid is defined as a bid that is completed in the format the specifications require and one that has taken no exceptions to any of the mandatory specifications. The bidder may bid on only one package, all 5 packages, or any combination of the 5.

CLARIFICATION

Any vendor requiring further clarification of the information or protesting any provision herein, must submit specific questions in writing to:

Multnomah County Purchasing
c/o Roger A. Bruno, Buyer
2505 S.E. 11th
Portland, Oregon 97202
(503) 248-5111

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this bid. Questions will not be answered verbally, except those which would clarify specifications and requirements of this bid and as further provided herein.

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 3

However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this bid.

Oral instructions or information concerning the specifications for the project or requirements shall not bind Multnomah County. Any addenda shall be issued by the Purchasing Director no later than five (5) days prior to bid opening.

CANCELLATION

Multnomah County reserves the right to cancel award of the contract at any time before execution of the contract by both parties, if the cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bids.

BID COPIES

ATTENTION!: Bidders are required to submit one (1) original and one (1) complete copy of the bid documents.

TERMS

F.O.B.

All prices are to be quoted F.O.B. Destination to:

Multnomah County
Locations As Specified

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The quantity being bid is an approximation only, based on prior usage. The County will require that County users will use the contract(s) resulting from this bid for standard printing, except in rush situations when the contractor cannot meet the delivery required.

CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from July 1, 1991 through June 30, 1992.

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

RENEWAL

The County shall have the option to renew this contract subject to approval of the contractor, for two (2) additional one (1) year periods upon a thirty (30) day written notice. Any price adjustments must be submitted by the contractor not less than sixty (60) days before the contract period expires on June 30, 1992. The County reserves the right to reject any renewal acceptance by the contractor that contains any modifications of the contract, negotiable or not, unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligation to renew the contract. Multnomah County may, at its discretion, re-bid the contract after the first contract period.

PRICE STABILITY

Prices shall be firm for the agreement period.

TERMINATION

This agreement may be terminated at any time, with cause, by the County or the contractor, upon giving not less than sixty (60) days written notice of termination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the contractor.

For purposes of this section, nonperformance shall be defined as failure to perform work and/or deliver goods as specified and scheduled.

PERFORMANCE

All of the labor, materials, and equipment required for completion and day-to-day performance of the contract shall be provided by the contractor.

The contractor assumes full responsibility for all costs involved in the installation of any equipment and/or machines, as well as the cost of eventual removal.

ASSIGNMENT

Neither the contract, nor any of the requirements, rights or privileges demanded by it may be sold, assigned, contracted or transferred by the contractor without the express written consent of the Purchasing Director of Multnomah County.

GENERAL INSTRUCTIONS TO BIDDERS

RUSH CHARGES

For each package that you bid upon, please indicate, in the appropriate area, your mark up for services that fall within the production parameters of the specifications but require faster than specified timelines.

PICK UP AND DELIVERY REQUIREMENTS

The County requires that the successful bidder provide for the pick up of work orders and the delivery of completed work according to the following schedule. The costs of this service are to be included in the bids for each specified service.

Times stated for work order pick up represent the earliest and the latest times that the contractor may pick up the last work order for the day at each location.

Times stated for order delivery represent the earliest and latest time such work, requested for AM delivery, is to be delivered to each location on the day upon which it is due. Requests for PM delivery must be delivered no later than the specified pick up times at each location. NOTE: If neither AM nor PM delivery is denoted on the work order, AM delivery is expected.

Additional pick up and delivery services may be added at the County's discretion.

All orders destined for locations other than those specified are to be picked up at, and delivered to, the County's Distribution Center, at 2505 S.E. 11th according to the following schedule.

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 6

Pick-up and delivery must be performed per the below schedule, within the timelines given below. This pick-up and delivery schedule applies to all packages contained in this bid. The resulting contract(s) will require that each contractor(s) be physically present at each location, each day, within the timelines given below.

| <u>Location</u> | <u>Pick-up</u> | <u>Delivery</u> |
|--------------------------------|--------------------|--------------------|
| County Courthouse, 1021 SW 4th | 5:00 PM to 5:30 PM | 7:30 AM to 8:00 AM |
| Portland Building, 1120 SW 5th | 5:00 PM to 5:30 PM | 7:30 AM to 8:00 AM |
| Justice Center, 1120 SW 3rd | 4:30 PM to 5:00 PM | 8:00 AM to 8:30 AM |
| JK Gill Bldg. 421 SW Stark | 4:00 PM to 4:30 PM | 8:00 AM to 8:30 AM |
| Mead Bldg. 421 SW 5th | 4:00 PM to 4:30 PM | 8:00 AM to 8:30 AM |
| A&T 610 SW Alder | 4:00 PM to 4:30 PM | 8:00 AM to 8:30 AM |
| DES 2115 SW Morrison | 4:00 PM to 4:30 PM | 8:00 AM to 8:30 AM |
| Ford Bldg. 2505 SE 11th | 4:30 PM to 5:00 PM | 8:00 AM to 8:30 AM |

PRE-PRESS MATERIALS

All original artwork, negatives, and non-disposable printing plates -- for packages 2 through 5 -- are the property of Multnomah County, and are to be returned to Multnomah County Purchasing, 2505 SE 11th, upon completion of work.

UNIT PRICES

All bid prices are to be given the County regardless of quantity per order.

WORK ORDERS

The successful bidder(s) are to supply the County with the bidder's service request forms. The successful bidder(s) must also provide written information on the proper use of the form(s) and provide the County, upon request, training in ordering the contracted services.

ESTIMATES ON JOB COST

The successful bidder(s) will provide estimates of job cost upon request. The County will endeavor to provide specific, accurate information on the work to be performed.

JOB COSTING

Total job costs (to include the quantity shipped and the total for the job) must be attached to the shipping copy of all completed orders. As this is currently not a uniform practice among all potential vendors, this requirement must be met on or before January 2, 1992. State on Attachment "A" how bidder meets or will meet this requirement. The quantities for each order are to be produced and delivered in the exact quantities asked for. Ten percent overruns or underruns will not be acceptable.

BILLING AND PAYMENT

The successful bidder(s) must submit detailed monthly statements listing work order or job number. This information is to be broken out by account code with a summary total for each account code.

Bidders must indicate on Attachment "C" their ability to provide the above statement information via electronic media in either Cobal, D-Base or R-Base. Format to be provided by County at time of contract. It is required that the successful bidder have this capability by January 2, 1992. The County is currently running Cobal on Amdahl equipment and D-Base / R-Base on IBM compatible personal computers. The County will be responsible for writing the conversion program(s) to match the contractor's proposed method. In the past the County has done uploading through Tempus Link.

Payment will be made monthly based upon the statements submitted.

BIDDER QUALIFICATIONS AND REFERENCES

Bidders must completed Attachment "D", providing all required information.

PACKAGE #1 - QUICK COPY SERVICE

This is xerographic quality reproduction. No manipulation of artwork is required. Copy consists of both single and double sided text, and line art. The quality of the finished product is expected to be commensurate with the originals submitted. All copying is to be double sided unless otherwise specified on the work order.

The successful bidder is to stock, and have consistently available, a variety of at least eight (8) paper colors in the sizes and weights specified. A sample of available colors must be made available to County users, with new samples provided when changes occur. Samples of each color must be submitted with the bid.

Most orders received by the successful bidder should fall completely within the specifications of this package. However, for those orders that are substantially within the specifications, but contain elements that do not conform, the County will receive the specified pricing on that portion of the order which does qualify as quick copy printing.

Artwork: Camera Ready, Line Copy, Available in Single Page Units With No Bleeds.

Ink: Black Only.

Paper: See Package #1 Bidding Page.

Paper Size: Up to and including 8.5 x 14.

PACKAGE #1 - QUICK COPY SERVICE (Cont'd)

Bindery: Staple or Stitch-Upper Left, 2 left; Drill-2 top, 3 left; Fold-1/2, letter, double parallel, z-fold. Folding is for single sheets.

Packaging: Plastic Shrink Wrap Per Approximately 500 sheets unless requested otherwise.

Orders over Approximately 2,500 must be boxed in addition to plastic wrapped.

Timelines: Overnight - Up to 2,000 sheets per order, assembled or unassembled, stapled or drilled; overall, up to 30,000 sheets per day.

5 day - All other quick copy work.

Run Length: Varies widely - from 1 copy per original to 1,000. The average is 90 copies per original.

Drill/Cut: The quantity being bid is based on 500 sheets drilled or cut per lift. If your bid is based on this quantity, place your bid in the appropriate space provided. If your bid is for other than this quantity, write in the equivalent quantity and place your bid in the appropriate space provided. Place your bid in one space or the other space but not both.

PACKAGE #2 - BUSINESS CARDS

Theses are standard, formatted business cards which consist of line art and text. Although some variations of the standard card exist, they are not a part of this package. Negative quality printing.

Artwork: Camera Ready.

Layout: 4 Up. (Four different names)

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: 80# Passport Cover, Talc (Provide Sample)

Finished
Size: 2 x 3.5.

Packaging: Each set of 250 in standard card box.

Timelines: 10 working days.

PACKAGE #3 - LETTERHEAD

This is standard Multnomah County business letterhead which consists of line art and text. Negative quality printing.

Artwork: Camera Ready.

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: 24# White Recycled (50% recycled content with at least 10% post consumer waste) Bond, Laid Finish (Provide Sample).

Finished

Size: 8.5 x 11.

Packaging: Ream box per 500 sheets, additional boxing as required.

Timelines: 10 working days.

Run Length: Minimum Order - 500 sheets
Average Order - 1,000 sheets

PACKAGE #4 - ENVELOPES

These are standard Multnomah County business envelopes which consist of line art and text. Negative quality printing.

Artwork: Camera Ready.

Ink: 1 Color - Either Black, Reflex Blue, or PMS 357 (to be determined prior to contract).

Paper: All are 24# White Wove Envelopes, to be of virgin stock.

Finished

Size: See Package #4 Bidding Page.

Packaging: Envelope box per 500, additionally - carton as required.

Timelines: 10 working days.

Run Length: Minimum Order - 500
Average Order - 1,000

Pricing: Bidder must respond with one price per item as listed on the Bidding page regardless of the quantity ordered for virgin paper only.

PACKAGE #5 - BUSINESS FORMS

These are standard sequence carbonless, and single ply bond business forms. Negative quality printing. All parts print the same requiring one plate. Plate changes, back printing, numbering, punching, drilling, perforations, gluing, bookcovers, chipboard padding, backers, hard copy, bottom sheets, and extra preparation are all considered custom printing for the purpose of this bid and are not a part of this bid package.

Artwork: Camera Ready.

Ink: 1 Color - Black Only.

Paper: Single Ply - 8.5 x 11, White, Recycled (50% recycled content with 10% post consumer waste), 20# bond. Carbonless - 8.5 x 11, Recycled (50% recycled content with at least 10% post consumer waste), Standard Color Sequence, Standard Weight, 2, 3, 4, or 5 part.

Finished
Size: 8.5 x 11, plus any stub if needed.

Bindery: All single part forms are to be padded in units of 100 on the 8.5" edge unless otherwise ordered. All carbonless forms are to be padded by individual sets (i.e. 2 part is a two page set, 3 part is a three page set, etc.) on the 8.5" edge unless otherwise ordered.

Packaging: Plastic shrink wrap per approximately 500 sheets or standard wrap, additional boxing as necessary. The quantity being bid is based on 500 sheets per wrap. If your bid is for 250 sheets per wrap, it must be indicated as such in the space provided. If your standard wrap is other than 250 or 500 you must write in (in the blanks provided) the number of sheets in your wrap, the equivalent quantity (based on the 500/wrap) and your pricing in the blanks provided.

Timelines: 10 working days.

Run Length: Minimum Order - Carbonless: 1 ream of pre-collated paper, subsequent quantities by 500 sheet additions. It is roughly estimated that the standard order is around 1,000.

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 11

NOTE: All quantities are yearly estimates based on prior usage.
All pricing is to include all costs associated with this work, including any overhead costs. Pick-up and delivery costs are to be separated as indicated. The county reserves the right to award any or all packages with or without the pick-up and delivery portion, as in the best interests of the County. The majority of the county's services are for double sided copies. The pricing that is bid for double sided sheets will also apply to single sided sheets in the resulting contract(s).

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS
Bid No. B81-000-5638

Package #1 - QUICK COPY SERVICES
(Double Sided Sheets)

| <u>ITEM DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT PRICE</u> | <u>TOTALS</u> | <u>RUSH CHARGE</u> |
|--|-----------------|-------------|-------------------|-----------------------|--------------------|
| 1. Setup per original Over 10 | 51,000 | EA | <u>.29</u> | <u>14,790</u> | <u>50%*</u> |
| 1.b. Setup per original Under 10 | 20,000 | EA | <u>.029</u> | <u>580</u> | <u>50%</u> |
| 2. Running Charge Per Double Sided Sheet | | | | | |
| *8.5 x 11, 20# White | 2,600,000 | EA | <u>.0240</u> | <u>62,400</u> | <u>50%</u> |
| 8.5 x 11, 20# Color | 1,950,000 | EA | <u>.0257</u> | <u>50,115</u> | <u>50%*</u> |
| *8.5 x 14, 20# White | 650,000 | EA | <u>.0263</u> | <u>17,095</u> | <u>50%*</u> |
| 8.5 x 14, 20# Color | 650,000 | EA | <u>.0278</u> | <u>18,070</u> | <u>50%*</u> |
| 8.5 x 11, 100# White | 325,000 | EA | <u>.0349</u> | <u>11,343</u> | <u>50%*</u> |
| 8.5 x 11, 100# Color | 325,000 | EA | <u>.0357</u> | <u>11,603</u> | <u>50%*</u> |
| 3. Wrapping (500/wrap) | 10,000 | WRAP | <u>.61</u> | <u>6,100</u> | <u>50%*</u> |
| 4. Automatic Assembling | 2,575,000 | SHEET | <u>.0061</u> | <u>4,120</u> | <u>50%*</u> |
| 5. Automatic Stapling | 775,000 | SET | <u>.0010</u> | <u>775</u> | <u>50%*</u> |
| 6. Drill (Bid Only One) | | | | | |
| a. Per lift of 500 | 800 | DRILLS | <u>.60</u> | <u>2,280</u> | <u>50%*</u> |
| b. Per lift of ____ | ____ | DRILLS | ____ | ____ | ____ |
| 7. Cut / Trim (Bid Only One) | | | | | |
| a. Per 500/Cut | 9,700 | CUTS | <u>.42</u> | <u>4,074</u> | <u>50%*</u> |
| b. Per ____/Cut | ____ | CUTS | ____ | ____ | ____ |
| 8. Fold-Setup | 1,000 | EA | <u>2.90</u> | <u>2,900</u> | <u>50%*</u> |
| - Running | 600,000 | SHEET | <u>.0085</u> | <u>5,100</u> | <u>50%*</u> |
| 9. Pad | 400,000 | SHEET | <u>.0021</u> | <u>840</u> | <u>50%*</u> |
| TOTAL | | | | <u>212,185</u> | |
| 10. Pick-Up and Delivery | 1 | YEAR | ____ | <u>5,312**</u> | ____ |
| TOTAL | | | | <u>217,497</u> | |

*see page 19

**see Page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

Page 13

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Recycled Paper

All of this paper is to contain 50% recycled content and at least 10% post consumer waste, or is to be manufactured with the new processes that reduce or eliminate dioxin as a by-product.

| Package #2 - BUSINESS CARDS | | | | | |
|--|-----------|-------|------------|---------|-------------|
| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
| 1. 250 Count Box | 1,500 | EA | 12.50 | 18,750 | 50%* |
| 2. Pick-up & Delivery | 1 | YEAR | 5,312 | 5,312 | |
| | TOTAL | | | 24,062 | |
| Package #3 - LETTERHEAD | | | | | |
| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
| 1. Setup Per Original | 500 | EA | 7.78 | 3,890 | 50%* |
| 2. Running Charge per single sided sheet | 1,500,000 | SHEET | .0207 | 31,050 | 50%* |
| 3. Box | 3,100 | BOX | 1.85 | 5,735 | 50%* |
| | TOTAL | | | 40,675 | |
| 4. Pick-up & Delivery | 1 | YEAR | | 5,312** | |
| | TOTAL | | | 45,987 | |

*see page 19

**see page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 14

| <u>Package #4 - ENVELOPES</u> | | | | | |
|---|----------|-------|--------------|----------------|-------------|
| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
| 1. Setup Per Original | 750 | EA | <u>7.78</u> | <u>5,835</u> | <u>50%*</u> |
| 2. Running Charge Per Envelope | | | | | |
| #9 Plain (500/Box) | 350,000 | BOX | <u>.0209</u> | <u>7,315</u> | <u>50%*</u> |
| #9 Window (500/Box) | 350,000 | BOX | <u>.0227</u> | <u>7,945</u> | <u>50%*</u> |
| #10 Plain (500/Box) | 350,000 | BOX | <u>.0230</u> | <u>8,050</u> | <u>50%*</u> |
| #10 Window (500/Box) | 350,000 | BOX | <u>.0248</u> | <u>8,680</u> | <u>50%*</u> |
| 3. Packaging (if priced separately from #2) | 2,800 | WRAP | <u>1.85</u> | <u>5,180</u> | <u>50%*</u> |
| | | TOTAL | | <u>43,005</u> | |
| 4. Pick-up & Delivery | 1 | YEAR | | <u>5,312**</u> | |
| | | TOTAL | | <u>48,317</u> | |

Package #5 - BUSINESS FORMS

CARBONLESS
(2 Part)

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
|--|----------|------|--------------|--------------|-------------|
| 1. Setup Per Original | 90 | EA | <u>7.78</u> | <u>700</u> | <u>50%*</u> |
| 2. Running Charge per single sided sheet | 300,000 | EA | <u>.0215</u> | <u>6,450</u> | <u>50%*</u> |
| 3. Pad | 300,000 | EA | <u>.0021</u> | <u>630</u> | <u>50%*</u> |
| 4. Wrapping (Bid One Only) | | | | | |
| a. Wrap/500 | 600 | WRAP | <u>.61</u> | <u>366</u> | <u>50%*</u> |
| b. Wrap/250 | 1,200 | WRAP | | | |
| c. Wrap/___ | | WRAP | | | |

*see page 19

**see page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 15

| <u>SINGLE PART</u> | | | | | |
|---|---------|-------|--------------|----------------|-------------|
| 5. Setup Per Original | 60 | EA | <u>7.78</u> | <u>467</u> | <u>50%*</u> |
| 6. Running Charge Per Single Sided Sheet | 225,000 | EA | <u>.0118</u> | <u>2,655</u> | <u>50%*</u> |
| 7. Pad | 225,000 | EA | <u>.0021</u> | <u>473</u> | <u>50%*</u> |
| 8. Wrapping (Bid Only One) | | | | | |
| a. Wrap/500 | 450 | WRAP | <u>.61</u> | <u>275</u> | <u>50%*</u> |
| b. Wrap/250 | 900 | WRAP | | | |
| c. Wrap/___ | | WRAP | | | |
| | | TOTAL | | <u>12,016</u> | |
| 9. Pick-up & Delivery | 1 | YEAR | | <u>5,312**</u> | |
| | | TOTAL | | <u>17,328</u> | |

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

| ITEM DESCRIPTION | UNIT PRICE |
|------------------|---------------|
| 10. Drilling | <u>.60</u> |
| 11. Perforation | <u>.04</u> |
| 12. Numbering | <u>.04</u> |

*see page 19
**see page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

Page 16

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Package #5 - BUSINESS FORMS

CARBONLESS
(3 Part)

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
|--|---------------|------|---------------|---------------|---------------|
| 1. Setup Per Original | 240 | EA | <u>7.78</u> | <u>1,867</u> | <u>50%*</u> |
| 2. Running Charge per single sided sheet | 800,000 | EA | <u>.0235</u> | <u>18,800</u> | <u>50%*</u> |
| 3. Pad | 800,000 | EA | <u>.0021</u> | <u>1,680</u> | <u>50%*</u> |
| 4. Wrapping (Bid One Only) | | | | | |
| a. Wrap/500 | 1,600 | WRAP | <u>.61</u> | <u>976</u> | <u>50%*</u> |
| b. Wrap/250 | 3,200 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | <u> </u> | WRAP | <u> </u> | <u> </u> | <u> </u> |

SINGLE PART

| | | | | | |
|--|---------------|-------|---------------|----------------|---------------|
| 5. Setup Per Original | 160 | EA | <u>7.78</u> | <u>1,245</u> | <u>50%*</u> |
| 6. Running Charge Per Single Sided Sheet | 600,000 | EA | <u>.0118</u> | <u>7,080</u> | <u>50%*</u> |
| 7. Pad | 600,000 | EA | <u>.0021</u> | <u>1,260</u> | <u>50%*</u> |
| 8. Wrapping (Bid Only One) | | | | | |
| a. Wrap/500 | 1,200 | WRAP | <u>.61</u> | <u>732</u> | <u>50%*</u> |
| b. Wrap/250 | 2,400 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | <u> </u> | WRAP | <u> </u> | <u> </u> | <u> </u> |
| | | TOTAL | | <u>33,640</u> | |
| 9. Pick-up & Delivery | 1 | YEAR | | <u>5,312**</u> | |
| | | TOTAL | | <u>38,952</u> | |

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

| ITEM DESCRIPTION | UNIT PRICE |
|------------------|------------|
| 10. Drilling | <u>.60</u> |
| 11. Perforation | <u>.04</u> |
| 12. Numbering | <u>.04</u> |

*see page 19

**see page 19

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 17

Package #5 - BUSINESS FORMS

CARBONLESS
(4 Part)

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
|--|----------|------|---------------|---------------|---------------|
| 1. Setup Per Original | 180 | EA | <u>7.78</u> | <u>1,400</u> | <u>50%*</u> |
| 2. Running Charge per single sided sheet | 600,000 | EA | <u>.0245</u> | <u>14,700</u> | <u>50%*</u> |
| 3. Pad | 600,000 | EA | <u>.0021</u> | <u>1,260</u> | <u>50%*</u> |
| 4. Wrapping (Bid One Only) | | | | | |
| a. Wrap/500 | 1,200 | WRAP | <u>.61</u> | <u>732</u> | <u>50%*</u> |
| b. Wrap/250 | 2,400 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | _____ | WRAP | <u> </u> | <u> </u> | <u> </u> |

SINGLE PART

| | | | | | |
|--|---------|------|---------------|----------------|---------------|
| 5. Setup Per Original | 120 | EA | <u>7.78</u> | <u>934</u> | <u>50%*</u> |
| 6. Running Charge Per Single Sided Sheet | 450,000 | EA | <u>.0118</u> | <u>5,310</u> | <u>50%*</u> |
| 7. Pad | 450,000 | EA | <u>.0021</u> | <u>945</u> | <u>50%*</u> |
| 8. Wrapping (Bid Only One) | | | | | |
| a. Wrap/500 | 900 | WRAP | <u>.61</u> | <u>549</u> | <u>50%*</u> |
| b. Wrap/250 | 1,800 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | _____ | WRAP | <u> </u> | <u> </u> | <u> </u> |
| TOTAL | | | | <u>25,830</u> | |
| 9. Pick-up & Delivery | 1 | YEAR | | <u>5,312**</u> | |
| TOTAL | | | | <u>31,142</u> | |

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

| ITEM DESCRIPTION | UNIT PRICE |
|------------------|------------|
| 10. Drilling | <u>.60</u> |
| 11. Perforation | <u>.04</u> |
| 12. Numbering | <u>.04</u> |

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

Page 18

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Package #5 - BUSINESS FORMS

CARBONLESS
(5 Part)

| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTALS | RUSH CHARGE |
|--|---------------|------|---------------|---------------|---------------|
| 1. Setup Per Original | 90 | EA | <u>7.78</u> | <u>700</u> | <u>50%*</u> |
| 2. Running Charge per single sided sheet | 300,000 | EA | <u>.0255</u> | <u>7,650</u> | <u>50%*</u> |
| 3. Pad, | 300,000 | EA | <u>.0021</u> | <u>630</u> | <u>50%*</u> |
| 4. Wrapping (Bid One Only) | | | | | |
| a. Wrap/500 | 600 | WRAP | <u>.61</u> | <u>366</u> | <u>50%*</u> |
| b. Wrap/250 | 1,200 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | <u> </u> | WRAP | <u> </u> | <u> </u> | <u> </u> |

SINGLE PART

| | | | | | |
|--|---------------|-------|---------------|----------------|---------------|
| 5. Setup Per Original | 60 | EA | <u>7.78</u> | <u>467</u> | <u>50%*</u> |
| 6. Running Charge Per Single Sided Sheet | 225,000 | EA | <u>.0118</u> | <u>2,655</u> | <u>50%*</u> |
| 7. Pad | 225,000 | EA | <u>.0021</u> | <u>473</u> | <u>50%*</u> |
| 8. Wrapping (Bid Only One) | | | | | |
| a. Wrap/500 | 450 | WRAP | <u>.61</u> | <u>275</u> | <u>50%*</u> |
| b. Wrap/250 | 900 | WRAP | <u> </u> | <u> </u> | <u> </u> |
| c. Wrap/___ | <u> </u> | WRAP | <u> </u> | <u> </u> | <u> </u> |
| | | TOTAL | | <u>13,216</u> | |
| 9. Pick-up & Delivery | 1 | YEAR | | <u>5,312**</u> | |
| | | TOTAL | | <u>18,528</u> | |

The below pricing is for the resulting contract and will not be evaluated. The quantity required is a very small part of the county's usage.

| ITEM DESCRIPTION | UNIT PRICE |
|------------------|------------|
| 10. Drilling | <u>.60</u> |
| 11. Perforation | <u>.04</u> |
| 12. Numbering | <u>.04</u> |

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 19

PICK UP AND DELIVERY

If you are bidding more than one package please indicate here what your delivery charge will be based on your firm being awarded more than one of the packages.

| <u>Number of Packages Awarded to Your Firm</u> | <u>QTY</u> | <u>Unit</u> | <u>Total</u> |
|--|------------|-------------|--------------|
| 2 | 1 | Year | <u>5,312</u> |
| 3 | 1 | Year | <u>5,312</u> |
| 4 | 1 | Year | <u>5,312</u> |
| 5 | 1 | Year | <u>5,312</u> |

* Rush charges - 50% up charge or actual costs incurred,
whichever is less.

** Clarification on Delivery Charges - Our charge for pick up
and delivery will be a total of \$5,312 regardless of the number
of packages awarded.

ATTACHMENT A

Bidder will meet job costing requirements as follows:

Will have new job costing system installed by 10/91,
and fully operational by 12-1-91.

ATTACHMENT B

Bidder will meet electronic media statement requirement as follows:

Currently planning to provide floppy disk in County's format.

ATTACHMENT C

1. Business Name City of Portland, Printing & Distribution
2. Contact Name Mike Huff
3. Business Address 2505 SE 11th Ave
4. Business Telephone No. 248-3344
5. Date Business Established: 1970

6. Supportive References of Similar Scope:

- A. Name of Company Multnomah County Budget Office
Address Portland Building, 14th floor

Representative to Contact Dave Warren Phone #: 248-3343

| Type of Printing/Duplicating: | Quantity (# of Sheets) |
|-------------------------------|---------------------------|
| Quick Copy | <u>50,000</u> |
| Business Cards | <u>10 boxes</u> |
| Letterhead | <u>10,000</u> |
| Envelopes | <u>10,000</u> |
| Forms | <u>25,000</u> |

Length of Contract 21 years

- B. Name of Company City of Portland, Oregon
Address 1220 SW 5th

Representative to Contact David Kish Phone #: 796-5252

| Type of Printing/Duplicating: | Quantity (# of Sheets) |
|-------------------------------|---------------------------|
| Quick Copy | <u>25 million</u> |
| Business Cards | <u>1500</u> |
| Letterhead | <u>2 million</u> |
| Envelopes | <u>2 million</u> |
| Forms | <u>4 million</u> |

Length of Contract 21 years

MULTNOMAH COUNTY, OREGON
(Addendum #3 Cont'd)

INVITATION FOR BIDS, continued
Bid No. B81-000-5638

Page 23

ATTACHMENT C

(Continued)

C. Name of Company Tax Supervision & Conservation Commission

Address Portland Building

Representative to Contact Gilbert Gutjhar Phone #: 248-3054

| Type of Printing/Duplicating: | | Quantity (# of Sheets) |
|-------------------------------|--|---------------------------|
| Quick Copy | | <u>10,000</u> |
| Business Cards | | <u>10</u> |
| Letterhead | | <u>2,500</u> |
| Envelopes | | <u>2,500</u> |
| Forms | | <u>1,000</u> |

Length of Contract 21 years

Meeting Date: OCT 16 1997
Agenda No.: R-7
Estimated Start Time: 10:15am

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting Multnomah County's Investment Policy

BOARD BRIEFING

Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: October 16, 1997

Amount of Time Needed: 10 to 15 minutes

DEPARTMENT: DSS

DIVISION: Finance

CONTACT: Harry Morton

TELEPHONE #: x83290

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Harry Morton

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Resolution adopting the Multnomah County Investment Policy as required by ORS 294.135.

10/20/97 Copies to Harry Morton

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

BOARD OF
COUNTY COMMISSIONERS
97 SEP 29 PM 4:17
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DAN SALTZMAN, DISTRICT #1
GARY HANSEN, DISTRICT #2
TANYA COLLIER, DISTRICT #3
SHARRON KELLEY, DISTRICT #4

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY

PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

FINANCE DIVISION

CENTRAL STORES
CONTRACTS
PURCHASING

FORO BUILDING
2505 SE 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252
TDD (503) 248-5170

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM:  Harry Morton, Treasury Manager
Finance Division, DSS

DATE: September 26, 1997

RE: Resolution Adopting Multnomah County's Investment Policy

I. Recommendation/Action Requested:

Approve Resolution adopting the Multnomah County Investment Policy.

II. Background/Analysis:

Pursuant to ORS 294.135, which requires that municipalities adopt a written investment policy, the Finance Division has modified the County Investment Policy last approved under Resolution 96-187, adopted October 17, 1996.

III. Financial Impact:

The modified policy will have no financial impact on the General Fund.

IV. Legal Issues:

The modified investment policy meets all legal requirements.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

The modified Investment Policy is consistent with County policy.

VII. Citizen Participation:

The Investment Advisory Board has reviewed and approved the modified policy.

VIII. Other Government Participation:

The Oregon Short Term Fund Board reviewed the modified policy and all recommendations of the Board were implemented.

08/13/97 10:20 3033784133
001/001
August 13, 1997

TO: Harvey Rogers
Chairman, Oregon Short Term Fund Board

FROM: James M. Yasutome
Senior Investment Officer
Short Term Investments

RE: Multnomah County Investment Policy Submitted July 25, 1997

Treasury staff has no comments on this policy. Excellent Policy.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Adopting Multnomah County's)
Investment Policy)

RESOLUTION
97- 188

WHEREAS, ORS 294.135 requires municipalities to adopt a written Investment Policy; and

WHEREAS, Multnomah County's Investment Policy has been reviewed by the Oregon Short Term Fund Board and the Investment Advisory Board; now therefore

IT IS HEREBY RESOLVED that Multnomah County, Oregon adopts the Investment Policy set forth as attached; and

IT IS FURTHER RESOLVED that the Finance Director or the Treasury Manager is authorized to administer the Investment Policy; and

IT IS FURTHER RESOLVED that the Resolution replaces Resolution 96-187 adopted October 17, 1996.

Dated this 16th day of October, 1997.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLE, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 

Thomas Sponsler



MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY
For Fiscal Year 1997-1998

1. Scope:

(a) This investment policy applies to investing the financial assets of all funds included in Multnomah County's Investment Pool as defined in Section 13 of this policy. During the last fiscal year, the County's approximate average daily balance of funds invested was \$230,000,000, with a high of about \$590,000,000 in November and a low of about \$178,000,000 in October.

(b) Funds will be invested in compliance with ORS 294, other applicable statutes, this policy, and other written procedures.

2. Investment Objectives:

(a) The primary objective of Multnomah County's investment activities is the preservation of capital and the protection of investment principal.

(b) The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements that are reasonably anticipated. This preference for liquidity will be considered basic to investment decisions.

(c) The County will diversify its investments to avoid unreasonable risks regarding specific security types or individual financial institutions.

(d) The County will conform with Federal and State law and other legal requirements.

(e) The County will attain a market rate of return throughout budgeting cycles.

3. Delegation of Authority:

The Treasury Manager is designated as the Investment Officer of the County and is responsible for the daily cash management, and investment decisions and activities.

4. Prudence:

(a) The standard of prudence used by the Treasury Manager and Treasury staff in the context of managing the overall portfolio shall be the prudent investor rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

(b) The Treasury Manager and Treasury staff, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported to the Finance Director immediately and that appropriate action is taken to control any adverse developments.

(c) The Treasury Manager shall strive for best execution of trades and shall solicit competitive bids or offers for all instruments traded, whenever practical.

5. Investment Diversification:

(a) The County will diversify its investments across security type and institution. No more than 20 percent (20%) at market value of the County's total investment portfolio will be invested in a single security type as defined in Paragraph 8, or in instruments of a single issuer, or as limited by ORS 294.035, whichever is less. Exceptions to this twenty percent limit are:

(1) The County may invest one hundred percent (100%) of its portfolio in U.S. Treasury securities.

(2) The County may invest seventy-five percent (75%) of its portfolio in securities of U.S. Government Agencies and Instrumentalities.

(3) The funds invested in the Local Government Investment Pool may exceed twenty percent (20%) to the extent allowed under ORS 294.810.

(4) The County may invest in repurchase agreements to the extent that the collateral received does not cause the County to exceed any limits set elsewhere in this policy, including, but not only, Section 5(a)(2).

(5) The County may invest in commercial paper and other corporate debt up to twenty percent (20%) of the total investment portfolio at market value, but may exceed that limit, up to twenty-five percent (25%), for a period not to exceed 10 business days.

(b) If due to unanticipated cash needs or investment maturities, the investment in any security type or any financial issuer exceeds the guidelines in this policy, the Treasury Manager is responsible for bringing the investment portfolio back into compliance as soon as practicable. The Treasury Manager will also advise the Finance Director and Advisory Board members of the occurrence.

6. Investment Maturity:

(a) The County will maintain the following investment portfolio types and maturity dates:

(1) Short-term Investment Portfolio (maturities up to 3 years):

(a) Using the projected cash flow schedule the County will attempt to match its investments with anticipated cash flow requirements. The County will not invest in securities with

maturity dates longer than 3 years from date of purchase.

(b) The diversification of security maturity dates for the short-term investment portfolio will be measured at market value against average monthly portfolio balances as follows:

| | |
|-----------------------|-------------|
| 1. Less than 30 days | 10% Minimum |
| 2. Less than 90 days | 25% " |
| 3. Less than 270 days | 50% " |
| 4. Less than 1 year | 70% " |
| 5. Less than 3 years | 100% " |

(c) If the goals for diversification of security maturity dates are exceeded by 5% or more for 5 successive days, the Treasury Manager is responsible for promptly notifying the Finance Director and Advisory Board members.

(2) Long-term Investments (Maturities over 3 years and up to a maximum of 5 years):

(a) Bond Sinking Fund or Certificate of Participation reserve monies may be invested in securities exceeding three years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds, and the legal documents authorizing the financing allow for long-term investments.

(b) Self-Insurance Fund monies in the amount not to exceed \$8,000,000 (face value) may be invested in securities that exceed three years up to the maximum of five years. Securities purchased under this section are to be U.S. Treasury securities or securities of U.S. Government Agencies and Instrumentalities.

7. Investment of Bond Proceeds:

The Treasury Manager will work with the Finance Director, the financial advisor, and the bond counsel to determine how best to invest bond proceeds. Bond proceeds will be segregated within the County's investment portfolio, and invested in a manner consistent with Internal Revenue Service limitations on tax-exempt issuers, as well as the trust indenture, if any, and the expectations of drawdown of proceeds.

8. Investment Limitations:

(a) The following investment securities are allowed to be purchased. Additional investments are allowed by ORS 294.035, but are not allowed by the County investment policy to be purchased.

(b) The following are allowed to be purchased under this policy.

(1) U. S. Treasury Issues:

- (a) U.S. Treasury Bills, Notes, and Bonds
- (b) U.S. Treasury Strips/Cubes

(2) U.S. Government Agency and Instrumentality Securities:

U.S. Government Agency securities for local government investment under ORS 294.035 and 294.040, and pursuant to ORS 294.046 (current revision).

(3) Municipal Bonds:

Legally issued interest-bearing bonds pursuant to ORS 294.035 and 294.040 (current revision).

(4) Time Certificates of Deposits (CD or TCD):

In purchasing time certificates of deposit, the County will not invest an amount which is more than 1 percent of the total deposits of any single institution, and FDIC insurance must apply to the deposits. As required by ORS Chapter 295, the Treasury Manager will be responsible for insuring that a Certificate of Participation, Collateral Pool has been issued by the institution to cover County deposits.

On an exception basis, an investment of \$200,000 in a one-year TCD issued by Albina Community Bank is authorized. Such investment represents the core balance in the Inmate Welfare Trust Fund administered by the Multnomah County Sheriff's Office.

(5) Repurchase Agreements (Repo's):

All repurchase agreements will be collateralized at margin ratios prescribed by written policy of the Oregon Short Term Fund Board. A signed master repurchase agreement will first be obtained from financial institutions. The collateral securing the repo will be delivered to the County's appropriate portfolio custodian. The County will not enter into term repo's with maturities exceeding 90 days.

(6) Reverse Repurchase Agreements (Reverse Repo's):

Before entering into a reverse repurchase agreement, the County will obtain a signed master repurchase agreement from the brokerage firm. The firm's current net worth must be over \$50 million. Reverse repo's cannot exceed two percent (2%) of the issuing firm's liabilities. Proceeds from reverse repo's will be invested in securities with maturities that match the maturities of the reverse repo. The County will not enter into term reverse repo's with maturities exceeding 60 days, and all reverse repo's must be approved by the Finance Director.

(7) Banker's Acceptance (BA's):

All bankers' acceptances will be purchased from a qualified financial institution as defined by ORS 294.035(8).

(8) Local Government Investment Pool (LGIP):

With the exception of pass-through funds, the maximum amount to be placed with the LGIP shall be pursuant to ORS 294.810.

(9) Commercial Paper (CP) and Other Corporate Debt:

All commercial paper and other corporate debt will be purchased in accordance with ORS 294.035(9). Investment in corporate debt other than commercial paper requires approval by the Finance Director.

(10) Interest-Bearing Accounts:

All such deposits shall be FDIC-insured to \$100,000.

(11) Cash Deposits in Demand Accounts:

All cash deposits will be collateralized in accordance with ORS 295.

9. Delivery of Securities:

Investment securities eligible for delivery purchased pursuant to this investment policy will be delivered by either book entry or physical delivery to a third-party custodian.

10. Authorized Financial Institutions and Securities Dealers:

(a) Addendum "A" is the list of banks and securities dealers authorized to provide investment services. The County will limit all investment and banking activities to the institutions in Addendum "A".

(b) The Treasury Manager is authorized to sign a Trading Authorization agreement or master repurchase agreement with any institution included on this list.

(c) Additions to the list of authorized financial institutions may be made at the discretion of the Finance Director with written notification to the County Chair, the Board of County Commissioners and the Investment Advisory Board.

(d) Before the County purchases securities over \$100,000 from any bank or brokerage firm, the County must have on file the firm's most recent audited financial report. The Treasury Manager is responsible for keeping current files indicating the necessary licenses and professional credentials of broker/dealers with whom the County transacts business. The files will be reviewed annually by the Treasury Manager.

11. Cash Flow Planning:

The Treasury Manager is responsible for preparing an annual projected cash flow schedule of all funds that are included in the County's Investment Pool. The projected cash flow schedule will be based on the previous two years actual cash flows. The Finance Director will review the schedule periodically. The Treasury Manager is responsible for comparing the cash flow projections to actual cash flows each month and will revise the schedule, if necessary, based on the actual cash flows.

12. Accounting Method:

(a) At the time of purchase, investments will be booked at cost. Any gains or losses from investments sold will be credited or charged to investment income at the time of sale. Premiums or discounts on securities will be amortized or accreted over the life of the securities, and be credited or charged to interest income.

(b) The County shall comply with all required legal provisions and generally accepted accounting principles (GAAP). These principles are contained in the pronouncements of authoritative bodies, including, but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA), the Financial Accounting Standards Board (FASB), and the Government Accounting Standards Board (GASB).

13. County Investment Pool and Interest Earnings Allocation:

(a) The County will pool most of its funds in the County's Investment Pool for investment purposes. The funds not pooled will be restricted to: contract retainage and lien deposits; deferred compensation deposits and investments; Library Retirement Plan investments; funds held for Certificates of Participation and Revenue Bond reserves, or construction payments; petty cash funds; and imprest funds. These funds will earn interest income, if any, from the financial institution or organization holding the funds in a trust or fiduciary capacity.

(b) Method and Process of Investment Interest Allocation.

(1) According to State law and County Policy, interest earnings will be allocated to the following funds:

- (a) Road Fund and Willamette River Bridge Fund
- (b) Bicycle Path Fund
- (c) County School Fund
- (d) Tax Title Land Sales Fund
- (e) Emergency Communication Fund
- (f) Property Tax Trust Funds and Accounts
- (g) Funds accounting for serial levy and bond funds
- (h) Inmate Welfare Fund
- (i) Justice Services Special Operations Fund

(2) All Proprietary Type Funds will receive interest earnings allocation.

(3) Funds held in Trust Accounts or Trust Funds, that are to be used for a specific purpose will receive interest earnings allocation. These include:

- (a) Regional Organized Crime and Narcotics (ROCN)
- (b) Public Guardian
- (c) Drug Forfeiture

(4) Interest will be allocated to Funds created by the Board of County Commissioners that specifically state the funds will earn interest. These include:

- (a) Capital Acquisition Fund
- (b) Capital Improvement Fund

(5) Interest will not be allocated to the Federal/State Program Fund because the majority of the expenditures are on a reimbursement basis from the Grantor Agency, and the General Fund provides the cash flow.

(6) The General Fund will receive the balance of interest earnings. All other Funds that are supported in whole or part by the General Fund will not be allocated interest earnings.

(7) In the event a new fund or account is created, the Finance Director is authorized to make the determination if the fund or account should receive interest. This determination is to be based on the criteria used for the funds in existence at the time this policy is adopted.

(c) The amount of interest allocation will be based on:

(1) The average daily cash balance of the fund. The property tax trust funds average daily cash balance will be reduced by the average daily uncollected funds (float).

(2) The average monthly yield of the County's investment portfolio.

(3) The yield is calculated on a 365-day basis.

(4) An administrative fee of 1% of the earnings will be deducted from the interest earnings allocation prior to distribution.

(5) If the average daily cash balance in a fund is negative and the fund has interest income received, the fund will be debited interest income for the period or periods that the cash balance is negative.

(6) Each month the General Ledger Section is responsible for computing and recording the amount of interest income that is to be allocated to various Funds.

14. The Investment Advisory Board:

(a) The County Chair will appoint the Investment Advisory Board members. The Investment Advisory Board will be composed of five citizen members. These individuals shall be nominated on the basis of their understanding and knowledge of financial markets.

(b) The Investment Advisory Board will meet quarterly to review the County's investment performance and existing investment plan. All such meetings of the Investment Advisory Board will be open and publicized as required by the "Open Meetings Law."

(c) After each meeting of the Investment Advisory Board, the Treasury Manager will prepare and distribute a written report summarizing the meeting to the Chair of the Board, the Board of County Commissioners, the Investment Advisory Board and the Finance Director.

15. Reporting Requirements:

The Treasury Manager will provide the Chair of the Board, the Investment Advisory Board, the Executive Assistant to the Chair, and the Finance Director copies of the monthly Investment Portfolio. At each quarterly Advisory Board meeting the Treasury Manager will provide the Board and the

Finance Director a monthly detailed listing of all sales and purchases, with an explanation for the decision to sell or purchase. The Investment Portfolio will be marked-to-market monthly for financial reporting purposes.

16. Indemnity Clause:

The County shall indemnify County Officials and Advisory Board members from personal liability for losses that might occur pursuant to administering this investment policy.

17. Internal Controls:

The Treasury Manager and Treasury staff shall follow the internal controls outlined in the Financial and Budget Policy, Finance Division policies and procedures, and any policies adopted after this policy is adopted.

18. Performance Evaluation and Goals:

The performance of the County's portfolio shall be measured against the performance of the Local Government Investment Pool yield and of 90-day Treasury Bill yields. It is the goal of the County to maintain a yield that is not more than 1/2 percent (.5%) lower than that of the Local Government Investment Pool, and is not less than 1/4 percent (.25%) higher than the 90-day Treasury Bill yield. The County will attempt to compare its yield to Washington County and Clackamas County portfolios.

19. Investment Policy Adoption:

(a) The County's investment policy will be reviewed by the Finance Director and Investment Advisory Board for appropriate modifications on an annual basis and submitted to the Oregon Short Term Fund Board. Any comments made by the Oregon Short Term Fund Board will be formally responded to, and any suggestions not implemented will be explained to the Board of County Commissioners.

(b) This policy and any amendments to this policy are to be approved annually by the Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____, 1997 by BOARD OF
COMMISSIONERS, MULTNOMAH COUNTY, OREGON.

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY

Financial Institutions
Addendum "A"

Brokerage Firms:

1. BA Securities, Inc.
2. Chase Securities, Inc.
3. Dain Bosworth Incorporated
4. Dean Witter Reynolds Inc.
5. Donaldson, Lufkin and Jenrette
6. Merrill Lynch Capital Markets, Inc.
7. Paine Webber Incorporated
8. Prudential Securities, Inc.
9. Sanwa Securities (USA) Co.
10. Seattle Northwest Securities Corp.
11. Smith Barney*
12. US Bancorp Brokerage

**Trading approval for Smith Barney is suspended while an affiliated person serves on the Investment Advisory Board.*

Banks:

1. Bank of America NT&SA
2. Bank of Tokyo
3. Key Bank
4. Union Bank of California
5. US National Bank of Oregon/First Bank
6. Wells Fargo Bank NA
7. Albina Community Bank (\$100,00 maximum)
8. American State Bank (\$100,000 maximum)

Savings and Loans:

None

Other:

1. Oregon Local Government Investment Pool (LGIP)

**MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY**

**Investment Advisory Board
Addendum "B"**

| | |
|--|--------------------------------------|
| Marc Gonzales , Finance Director Clackamas County 902 Abernethy Road Oregon City, OR 97045 (503) 655-8666, 650-3319 (503) 650-3478 (Fax) | Term Expires: 6/30/99 First Term |
| Judy Homer , Cash & Debt Management City of Gresham 1333 NW Eastman Parkway Gresham, OR 97030 (503) 618-2371 (503) 661-6073 (Fax) | Term Expires: 6/30/99 Second Term |
| Thomas Landye , Senior Partner Copeland, Landye, Bennett and Wolf, LLP 1300 SW Fifth Avenue, Suite 3500 Portland, OR 97201 (503) 224-4100 (503) 224-4133 (Fax) | Term Expires: 6/30/00 Second Term |
| George Scherzer , First Vice President Smith Barney 200 SW Market, Suite 1200 Portland, OR 97201 (503) 221-7640, 221-7627 (503) 221-7647 (Fax) | Term Expires: 6/30/99 Fourth Term |
| Howard Shapiro American Bank Building 621 SW Morrison #600 Portland, OR 97205 (503) 222-6613 (503) 274-7611 (Fax) | Term Expires: 6/30/00 Second Term |
| Staff: David Boyer, Finance Director (503) 248-3903 Harry Morton, Treasury Manager (503) 248-3290 | |

MULTNOMAH COUNTY, OREGON
INVESTMENT POLICY

Staff Investment Authorizations
Addendum "C"

Single Signature

David A. Boyer, Finance Director (Full Authorization)

Harry S. Morton, Treasury Manager (Full Authorization)

Dual Signature (Requires Second Signature)

Cliff Pengra, Treasury Specialist 2 (Dual Authorization)

Calvin J. Smith, Treasury Specialist 2 (Dual Authorization)

Fumiko Ross, Treasury Specialist 1 (Dual Authorization)

Meeting Date: OCT 16 1997
Agenda No: R-8
Est. Start Time: 10:25 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearings Officer's decision on HV 7-97 & SEC 14-97

BOARD BRIEFING Date Requested:
 Amt. of Time Needed:
 Requested By:

REGULAR MEETING Date Requested: October 16, 1997
 Amt. of Time Needed: 5 Min.

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Gary Clifford **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding a denial of HV 7-97 & SEC 14-97,
a request for a setback variance for an accessory building and a request for an approval of a
replacement dwelling.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: VP Larry F. Nicholas

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
OCT - 8 PM 1:51
97



BOARD HEARING OF October 16, 1997

TIME 9:30am

CASE NAME: Setback variance for accessory building &
request for approval of replacement dwelling

NUMBER: HV 7-97-97 & SEC 14-97

1. Applicant Name/Address

Seth Tane and Susan Watt
13700 NW Newberry Road
Portland, OR 97231

Property Address: 13700 NW Newberry Road
Tax Lot 23, Section 33, T. 2 N., R. 1 W.
5.4 acre Lot of Record

Action Requested of Board

☒ Affirm Hearings Officer Decision

☐ Hearing/Rehearing

Scope of Review

☐ On The Record

☐ *De Novo*

☐ New information allowed

2. Actions Requested by Applicant

(A) Approval of a replacement dwelling (demolition of existing house and building a new house within 200 feet of the old one).

(B) Approval of a Significant Environmental Concern (SEC) Permit for the replacement dwelling.

(C) Approval of a Major Variance to the yard (setback) standard to allow an existing accessory structure (detached outbuilding), that was constructed without a building permit, to remain 21 feet from the south property line.

(D) Approval of a Significant Environmental Concern (SEC) Permit for the accessory structure.

3. Planning Staff Recommendation

Uphold Hearings Officer decision on denial of the requested variance to the yard (setback) standard between the accessory building and the south property line.

Hearings Officer denial of the replacement dwelling was based upon incomplete information submitted by the applicant for the SEC permit. If that information were to be provided, the proposed replacement dwelling could likely be approved.

4. Hearings Officer Decisions

"... , the Hearings Officer hereby

DENIES the replacement dwelling request,

DENIES the SEC requests for the replacement dwelling, and

DENIES HV 2-96, the variance request for the accessory building. The replacement dwelling is denied because the SEC-h requirements have not all be met even though the replacement dwelling meets the replacement dwelling criteria." (page 39 of decision)

5. If recommendation and decision are different, why?

The recommendation is the same for the variance request, a denial of the yard variance for the **accessory building**. The denial of the variance also results in a denial of the SEC permit for the accessory building.

Denial of the **replacement dwelling** was due to the need for additional information in the SEC review of the dwelling. That information could be added to the record at the De Novo hearing before the Board and staff anticipates that the SEC standards for the replacement dwelling can be shown to be met. If so, then the replacement dwelling could be approved.

6. Issues:

The accessory building was constructed without a permit and does not meet the required 200 foot setback from a property line as required in the Commercial Forest Use (CFU) zoning district. After completion of the structure, the property owner then moved in a manufacturing business operating under the name "Carolina Cockpit" which makes pilot houses for boats. A neighbors complaint about truck deliveries to the site initiated a zoning violation investigation and subsequent action toward a civil court date to have the courts require the property owner to remove the industrial land use and the building.

The property owner in this application is attempting to make the case that: (1) the large accessory building is needed for storage of forestry machinery used in managing the 5 acre site and storage of hobby materials; and (2) the characteristics of the land are such that the accessory building cannot be located in any location that meets the setback requirements. Because there is a large barn already existing on the property that could be used for those purposes and several other legal reasons, the Hearings Officer was not persuaded by the applicant's arguments.

The property owner has presented his situation several times to the Planning Commission since receipt of the violation notice.

A subcommittee of the Planning Commission has begun looking at possibly amending the 200 foot setback requirement. However, no preliminary discussions in that subcommittee would reduce the setback requirement anywhere close to the 21 foot setback that the applicant's building was built at.

The Planning Commission last month passed a revision of the Home Occupation zoning standards that will be presented to the Board of County Commissioners in the near future. The applicant's business, if the code change was later adopted by the Board, would be a "Conditional Use" that would require review at public hearings and may or may not be approved at all.

7. Do any of these issues have policy implications? Explain.

There are policy implications only to the extent that there are ordinance revisions in the preliminary stages regarding home occupations and setbacks. However, this application is subject to today's standards and it is, in staff's opinion, unlikely that future ordinance revisions would change to the extent needed for this proposal to meet zoning standards.

**MULTNOMAH COUNTY, OREGON
DECISION OF LAND USE HEARINGS OFFICER**

Case Files: HV 7-97 and SEC 14-97

Proposal: Applicant is requesting the following:

- (A) Approval of a replacement dwelling;
- (B) A Significant Environmental Concern Permit for the replacement dwelling;
- (C) A Major Variance to the yard (setback) standard of 200 feet to allow an existing accessory structure to remain 21 feet from the south property line; and
- (D) A Significant Environmental Concern Permit for the accessory structure.

Property Location: 13700 NW Newberry Road

Property Description: Tax Lot 23, Section 33, Township 2 North, Range 1 West, WM.

Site Size: 5.41 Acres (Tax Account # R97133-0230)

Comprehensive Plan Designation and Zoning District: Commercial Forest Use (CFU)

Applicant and Property Owner: Seth Tane & Susan Watt
13700 NW Newberry Road
Portland, OR 97231

Hearings Officer Decisions to be made:

- Decision No. 1.:** Approve or deny the requested replacement dwelling as proposed.
- Decision No. 2.:** Approve, subject to conditions, or deny an SEC permit for the requested replacement dwelling.
- Decision No. 3:** Approve, subject to conditions, or deny a Major Variance to allow an existing accessory structure to remain 21 feet from the south property line.
- Decision No. 4:** Approve, subject to conditions, or deny an SEC permit for the requested accessory building.

Hearings Officer Decision
October 1, 1997

HV 7-97, SEC 14-97
Page 1 of 39

MULTNOMAH COUNTY
PLANNING SECTION

97 OCT -3 AM 10:43

RECEIVED

I. SUMMARY OF THE REQUEST

The applicant has requested a variance from the Multnomah County Zone Code's (Code) requirement of a 200 foot setback from rear and side lot lines for an "agricultural/accessory" building on his lot which is in the Commercial Forest District. He based the variance request upon the belief that the uses in the accessory are allowable as an accessory use, citing MCC 11.15.2054(C); allowed outright as a home occupation; and the use is allowable as accessory to the forest use of the property, to the dwelling, and to a wildlife resources conservation area.

The developed portion of the site in the southwest corner includes a gravel access, residence, old barn, steel workshop, well, septic system, and small pond. The eastern portion of the parcel is woodland. The steel workshop is a building that was not lawfully established which is the subject of this application. The applicant proposes to replace the dwelling 44 feet from the existing dwelling. The proposed dwelling is a two story, 30 foot by 50 foot structure.

A variance application for the existing metal "accessory building" has been to a public hearing before this Hearings Officer under the case number HV 2-96. The staff report for that case recommended denial. The applicant withdrew that application before the Hearings Officer filed a decision. With the consent of the applicants, the record on HV 2-96 is incorporated into the record on HV 7-97.

According to the record, there is no land use application on file approving the subject accessory building. In normal procedures an applicant gets a zoning clearance form signed by the County Planning Department which is shown to the City of Portland before Portland issues a building permit. The building permit, along with the zoning clearance form that stays on file, becomes the approval. In this case there is no evidence that a zoning clearance was obtained, but the building permit appears to have been issued. Therefore, Mr. Tane has a building with no authorized use and the building has been located within the sideyard setback requirements.

To rectify both the land use approval and setback problems existing for the subject building the applicant filed this request for approval of a building accessory to the dwelling and forest uses on the property and a variance from the Code's setback standards. He also has decided to replace the dwelling and the application is also for a replacement dwelling. The site is designated SEC-h and SEC-v, as development is proposed he also has applied for SEC-h and SEC-v approval.

The Home Occupation is Carolina Cockpit Inc., which designs and markets pilothouses or cockpits for boats and ships. The applicant holds a US Patent on the design, and handles all of the business activities, except the manufacturing of the molded fiberglass product and the installation of windows, doors, and consoles, which is done by various subcontractors at other locations.

The applicant provides the engineering, sales, purchasing, prototyping and some assembly and installation of navigation electronics and accessories. These installations are done on some of the units on the subject property. The applicant intends to retain only the sales and engineering functions at home. He testified that on the subject property he does office work, creates prototype products and does "light detail work."

The subject property and surrounding area in unincorporated Multnomah County are zoned CFU. The site is on the north facing slope of the Tualatin Mountains (West Hills of Portland). The elevation of the site is about 450 to 560 feet. It is about .9 of a mile from the intersection of NW Newberry Road and U.S. Route 30. The slope of the site is to the north and ranges from gentle to very steep. The Metro Urban Growth Boundary parallels the southern (side) lot line. The southeast property corner abuts the City of Portland. The adjacent City of Portland lands are within Forest Park. An area approximately .7 mile uphill to the southwest of the subject property is also within the city of Portland. The properties in the City of Portland to the southwest are zoned R-5 (5000 square foot lots).

The subject property is triangular in shape. Newberry Road is the hypotenuse of the triangle creating the front lot line approximately 1207 feet long. The south and east lot lines are approximately 585 and 730 feet long respectively. The rear line is, under MCC 11.15.0010, a calculated 10' line at the SE Corner.

An approximate one (1) acre portion of the 5.41 acre property at the southwestern corner of the lot is developed. This development consists of an inhabited dwelling, an accessory structure five (5) feet from the southern property line, and a new accessory building built in 1995 twenty-one (21) feet from the southern line. The developed area also contains a well house, septic field, driveways, garden, fruit trees, and fencing. The remaining approximate four (4) acres have steeper slopes and a tree farm. The applicants are enlarging the forested area pursuant to an approved forest management plan.

According to the applicant's geologist, the site has a soil type variously identified as Portland Hills silt, upland silt and Pleistocene loess. This soil has relatively low strength, low permeability, moisture sensitivity, and tendency for slope instability on even moderate slopes. Natural slopes on this soil that are greater than 25% are potentially hazardous and slopes over 50% are always unstable in the long term. Exhibit A5, page 2. The Soil Conservation Service maps shows the site as being on Goble silt loam. This soil has a low bearing strength and a lower permeability subsoil layer that forms a shallow, perched groundwater table from about December through April. Exhibit A5, page 2. Features of note on the site include relatively small, recent or active slope failures in the area of the pond and what appears to be a seep or spring at a small cut south of the workshop. Surface examinations indicated that a fairly large area north of the proposed accessory building could have been filled in the past. Exhibit A5, Page 3. The presence of fill was confirmed by test pit excavations. The excavation showed that 4.5 to 7.0 feet of fill material

was in this area. The ground surface where the test pit was excavated indicated an average slope of 20%. The fill thickened downslope. The overall slope of the native ground under the fill was estimated to be about 60 percent. Exhibit A5, page 3.

The applicant's geologist concluded:

"The area north of the existing steel workshop building contains moderately thick to thick, mixed, soft silty soil (with debris, including organics) that is saturated above the contact with the underlying native soil. This area and fill is unsuitable for relocation of the existing building and it appears to be infeasible to mitigate the condition to the point where the relocation would be possible.

The fill material appears to be too soft to support all but the lightest loads and even then would appear to be subject to settlement and differential settlement, particularly as the organic matter decomposes. Because of its soft natural surface slope and local saturation with ground water, the fill must be considered as marginally stable at best. In addition, the apparent slope of the underlying original ground is in the range of being unstable in the long term. This original ground slope, in the context of the adjacent, unfilled area suggests that the fill may be on a pre-existing slope failure that is subject to becoming reactivated. Reactivation of this failure or failure of the fill could destroy any structures on it and downslope, including a portion of NW Newberry Road.

This should not be interpreted as implying that the existing location of the steel building is equally unstable. Even though I have not investigated its present location to the same level as the area to the north, it does appear to be in a more stable location. It does not appear to be on much, if any, of the older fill, and the cut and fill for its pad appears to have been on native soil on original ground slopes that were much less than that observed in the test pit."

The applicant engaged Anthony J. Wright, P. E. to evaluate whether or not alternative locations for the subject accessory building would be practical or necessary. The consulting engineer stated:

"It is clear that the body of the ravine fills downhill of the accessory building consist of soft silt and garbage materials that are unsuitable for building support. The ravine fills, installed 40 years ago, appear to be relatively stable and have not been subject to obvious movements. We noted recent surface ditching in the vicinity of the toe of the fills.

Alternative Accessory Building Locations. The present location of the steel accessory building appears to be appropriate since most of the building is

underlain by stiff in situ sandy silt materials (reference Redfern letter report). The steel building appears to be located near the edge of but not over existing soft ravine fills. The recent fill materials derived from an uphill cut were track rolled to form a level building pad for support of the steel accessory building.

Relocation of the accessory building to provide the minimum yard dimensions of 200 ft. would necessitate placing the building over some 20 ft. or so over soft silt materials containing garbage. Although the building imposes light loadings, it would be imprudent to install the accessory building over such fills. The building could be satisfactory supported on driven steel pilings which would incur costs possibly on the order of \$30,000 (site preparation, access roadway, steel H-piles, pile caps, grillage below base steel plate permit fees, development of appropriate pile driving criteria, qualified inspection of pile installation, restoration of disturbed areas, and erosion control.)

Relocation of the accessory building to provide the primary setback of 30 ft. Would necessitate moving the building 9 ft. north of the present location. Such construction would necessitate removal of the uphill portion of the existing ravine fills followed by replacement with engineered import gravel materials that would involve a substantial embankment keyed into in situ stiff silt soils, excavation, removal of spoils from the site, surface and subsurface drainage improvements, density control testing of engineer fills, approval of key and subgrade preparation, permit reviews, planting of fill areas, and erosion control -- could incur costs in excess of \$20,000.00.

We have also considered alternative locations for relocation of the steel accessory building over the property.

There may be a potential for establishing the accessory building in the vicinity of the existing residence (which is scheduled for demolition). However, it would be necessary to provide the minimal setback of 30 ft. or so from the top of the existing road cut which is vulnerable to slippage and regression. A potential building footprint for the accessory building would encroach upon the existing access road system across the site which, in our opinion, would be undesirable. Filling the existing basement of the demolished house would be required necessitating similar methods (to those described above) with estimated costs in excess of \$20,000.

Other potential locations over the southwest portion of the property are subject to the constraints of similar potential fill conditions.

In conclusion, it is our considered opinion there is no merit in relocation [of] the minor steel accessory building from the present location which is considered to be ideal. We understand that you have inquired into potential

fire hazard concerns with regard to the resent location of the steel accessory building from which you have received affirmative responses."

This Decision is divided into six major sections. The first section relates to request for the replacement dwelling; the second section relates to the accessory building; the third section relates to the major variance to the yard requirements; the fourth section relates to the development standards for an accessory building; the fifth section addresses the significant environmental permit standards for both the replacement dwelling and the accessory building; and the sixth section addresses the applicable Comprehensive Plan Policies.

II. PUBLIC HEARING

A. Hearing.

Hearings Officer Deniece Won held a duly noticed public hearing regarding the application on September 17, 1997. County staff made no recommendation and provided no analysis of this application.

B. Summary of Testimony

1. Phil Bourquin, County Planner, summarized the staff report and recommendation.
2. Jeff Klienman, attorney representing the applicants, testified in support of the application.
3. Seth Tane, an applicant, testified in support of the application.
4. Brian Lightcap, a neighbor, testified in support of the application.

- C. The exhibits which are listed on the attached exhibit list, which is marked Exhibit "B", were received by the hearings officer and are incorporated herein.

III. REPLACEMENT DWELLING

D. MCC 11.15.2058(C): Minimum Yard Dimensions for Replacement Dwellings:

This subsection lists required yards in the CFU district as requiring a 200 foot yard

between a structure and any side or rear property line. However, a proposed replacement dwelling that is within 200 feet of the existing dwelling is not subject to the yard requirements of other types of dwellings. That determination is from a Planning Director's interpretation of the present code language and is stated in an administrative directive "AIMS" as follows: "Replacement dwellings which are located within 200 feet of an existing, habitable dwelling have no setbacks except those that may be imposed by the Uniform Building Code by the Building Department. (August 29, 1995)." The proposed replacement dwelling is not subject to the yard requirements in MCC 11.15.2058.

E. MCC 11.15.2048(E), Replacement Dwelling Standards.

Finding. A replacement dwelling is under the section MCC .2048 Uses Permitted Outright and is subject only to the limitations within that section. A replacement dwelling is exempted from the dwelling development standards.

(a) MCC .2048(E) Replacement of an existing lawfully established single family dwelling on the same lot, subject to the following:

(1) MCC .2048(E)(1) The replacement dwelling will be located within 200 feet of the existing dwelling; and

Finding. The replacement dwelling will be located approximately 44' from the existing dwelling. This criterion is met.

(2) MCC .2048(E)(2) The existing dwelling:

- (a) MCC .2048(E)(2)(a) Has intact exterior walls and roof structures;**
- (b) MCC .2048(E)(2)(b) Has indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system;**
- (c) MCC .2048(E)(2)(c) Has interior wiring for interior lights;**
- (d) MCC .2048(E)(2)(d) Has a heating system; and**
- (e) MCC .2048(E)(2)(e) Is removed, demolished or converted to an allowable nonresidential use within three months of the completion of the replacement dwelling.**

Findings. The existing dwelling was erected in the early part of the century, and complies with all of the conditions of MCC 11.15.2048 (E)(2)(a-d). It intact exterior walls and roof structures, indoor plumbing, wiring for interior lights, and a heating system. The Code requires the existing dwelling to be demolished within three months of the replacement dwelling's completion.

C. 11.15.2074 Development Standards for Dwellings and Structures

Finding. This section exempts a replacement dwelling under MCC 11.15.2048(E) built after January 7, 1993 from complying with the development standards for dwellings and structures including minimum yard dimensions of .2058 (C through G).

IV. ACCESSORY STRUCTURE

A. Authorized accessory structures - An "Accessory Building" is defined in MCC 11.15.0010 as:

"A subordinate building, the use of which is clearly incidental to that of the main building on the same lot."

1. MCC 11.15.2054 Accessory Uses

The following structures or uses may be authorized in this district provided they are customarily accessory or incidental to a permitted use:

B. MCC .2054(C) Home occupations pursuant to the definition and restrictions of MCC .0010. Home occupations as defined by MCC .0010 do not allow the level of activity defined in ORS 215.448; and

C. Other structures or uses determined by the Planning Director to be customarily accessory or incidental to any use permitted or approved in this district.

(a) MCC 11.15.0010

"Home Occupation - Any lawful activity not otherwise specifically provided for in this Chapter commonly carried on within a dwelling unit or accessory building by the occupant thereof, no employee or other employee or other person being engaged in the same; which activity is secondary to the use of the property for residential purposes; provided that there is no outside advertising or display of merchandise; that no sale of merchandise is made from the premises, and that noise, odor, smoke, gases,

fallout, vibration, heat or glare resulting from the activity is undetectable at any property line. The operation of a Residential Home is not considered a Home Occupation."

Finding. Multnomah County permits outright the establishment of a home occupation providing the applicable Code standards are met. Before 1982 the term "Ordinance" was used instead of the word "Chapter" in the first sentence of the definition of Home Occupation. In 1982 the Zoning Ordinance was incorporated into the entire County Code, becoming Chapter 11.15 of many chapters. The very first subsection of Chapter 11.15 states:

"11.15.005 Title

This Chapter shall be known and may be cited as the Zoning Ordinance of Multnomah County Oregon."

Thus "this chapter" referred to in the Home Occupation provision includes the entire Multnomah County Zoning Ordinance. The Planning staff concludes that if a lawful activity is specifically provided for in the Chapter (Zoning Ordinance) then the MCC 11.15.2054(C) would not allow that use as a home occupation. The staff interpretation requires the applicant to prove that the proposed use is not specifically provided for in any other zoning district. In this case the home occupation that the applicant conducts in the subject structure is Carolina Cockpit, Inc., a manufacturing equipment use which is specifically accommodated in the Urban Manufacturing Districts.

The Planning Department staff stated that on September 8, 1997 the Planning Commission recommended a proposed code amendment to the Board of County Commissioners that would delete the above definition and add a new definition and standards for home occupations. The applicant stated that the Planning Commission interpreted the Code to provide that a home occupation that is "not otherwise specifically provided for in this 'Chapter'" means any occupation or use not listed in the "zone." The testimony as to the action of the Planning Commission is contradictory. The Hearings Officer finds that the Planning Department staff is a more credible source concerning actions of the Planning Commission. I conclude that the Planning Commission recommended an amendment to the definition of "Home Occupation" and did not interpret that term. Therefore, the Code language is as quoted without any official interpretation by the County.

The Planning Department staff interprets the phrase "activity not otherwise specifically provided for in this chapter" [e.g., zoning ordinance] as disallowing a use that the Code provides for anywhere in the County. That interpretation would disallow any home occupation in the CFU (and every other district) because every use qualifying as a home occupation is allowed in some zone. The Board of County Commissioners included this provision purporting to allow some uses as home occupations in the commercial forest zone. It would be illogical to interpret the

provision as disallowing every use.

ORS 174.020 requires that inconsistencies between a general and a particular provision be resolved in favor of the intent of the more particular provision. The general provision is the definition in MCC .0010, which under the staff's interpretation would disallow home occupations. The particular provision is MCC .2054(C) which intends to allow home occupations within the limits of the definition. The intent of MCC .2054(C) is to allow some uses as home occupations in the CFU zone subject to the limitations that:

1. The use is one commonly carried on within a dwelling unit or accessory building;
2. The use is carried on by the occupant of the dwelling;
3. There is no employee;
4. The use is secondary to the residential use of the property;
5. There is no outside advertising or display of merchandise;
6. No sale of merchandise is made from the premises; and
7. No heat, odor, smoke, gases, fallout, vibration, heat or glare resulting from the activity is undetectable at any property line.

The question of what uses are allowed as a home occupation in the CFU zone does not need to be decided here because the proposed manufacturing use does not comply with the limitations. The manufacturing of prototypes is not a use commonly carried on within a dwelling unit or accessory structure, nor are the assembly and installation of navigation electronics and accessories.

In addition, ORS 215.448(1) provides:

"The governing body of a county or its designate may allow, subject to the approval of the governing body or its designate, the establishment of a home occupation and the parking of vehicles in any zone. . . [Emphasis added].

A Home occupation may not be established without the approval of the county. State law does not allow counties to authorize the establishment of a home occupation as an outright permitted use. ORS 215.448(1) requires the County to determine home occupation uses in quasi-judicial proceedings as a site specific approval of a proposed use. There has been no approval for any home occupation for this property. This application does not request approval of a home occupation. Because there is no approved home occupation the hearings officer determines that any of the applicant's justifications for the accessory building based on home occupational uses are irrelevant.

- (B) MCC .2054(D) Other structures or uses determined by the Planning Director to be customarily accessory or incidental to any use permitted or approved in this

district.

Finding. A structure for uses accessory or incidental to uses that are permitted outright or approved in the CFU district must be determined by the Planning Director (or his designate) to be "customarily accessory or incidental" to an outright allowed use or a use permitted. The outright permitted uses of the property include forest use and farm use. The property contains a lawfully established dwelling, a permitted use, for which this application also requests a replacement dwelling.

According to the applicant, the accessory structure is used as, and is customarily an accessory or incidental to, "Forest Operations and Forest Practices," a use permitted outright. Uses authorized in forest operations and practices are limited to those specified by OAR Chapter 660 Division 6. As address later under this OAR, permanent logging equipment repair and storage uses may be allowed.

The forest species managed on the site are Douglas Fir, Western Red Cedar, Hemlock, Grand Fir, and various hardwoods including Maple, Cherry, and Red Alder. Trees harvested come from thinning and natural loss from activities to enhance wildlife habitat. The 40'x 40' steel Quonset accessory building is where the equipment necessary to manage the site can be stored, maintained and repaired. The applicant also argues that the accessory building is where equipment is fabricate or prototyped for forest operations and forest practices.

The applicant provided evidence that he uses his property for forest use when he stated that the property is in Forest Tax Deferral and the owners are participants in the Federal Cost Share program with a forest management plan reviewed by the Oregon Department of Forestry. There is no dispute that the land is used for forestry uses including reforestation of forest land, harvesting of a forest tree species, application of chemicals, and disposal of slash.

The applicant provided a list of equipment used in his forest operation including: 1) 2010 John Deer Diesel dozer / backhoe with forks, crane boom, winch and accessories; 2) Yamaha 4 wheel Drive ATV with trailers for fire control, equipment and log transport, etc.; 3) 3/4 ton WD Pickup truck and a 5 yard Dump Truck with trailers to 12 ton tilt with winches, etc.; 4) all the equipment to maintain, repair, and upgrade the above, including welding and cutting, grinding, drilling, machining, hydraulic repair, electrical and rigging fabrication and repair, etc. He stated that he is particularly interested in the "prototyping of equipment used in low impact small-woodlot Forest Practices" which requires a certain level of shop equipment.

Some of the equipment listed may be customary and incidental to the forest operations on the property. However, considering that the property contains only 5.41 acres, this appears to be a large capital investment for equipment for a small scale forest operation and is evidence that other, nonforest, uses are conducted in the building. The manufacturing of prototype equipment is not customarily accessory or incidental to forest use of forest land. The applicant has not met his

burden to prove that the structure is to be used for activities "customarily accessory or incidental" to an outright allowed forest use or a permitted forest use.

A permitted use on the site is a dwelling. The existing residence and its outbuildings were established early in the century. The accessory building is also accessory and incidental to the residential use of the property.

Maintenance of the house, well, septic system, outbuildings, driveways, yards, fruit trees, shrubs, grasses and woodlot associated with a hilly 5 acre parcel requires equipment and its storage, maintenance and repair. According to the applicant, much of the same equipment listed under forestry uses, a large generator for emergency power, and additional garden and yard tools, are stored and maintained in the structure, and justify the incidental and accessory use criteria as uses accessory to the residence.

One of the applicants is an artist, although he is not painting, sculpting or photographing as a "Home Occupation" at present, his personal tools, many art pieces, reference material, raw materials and work space are all located in this building. This "hobby" use is customarily incidental to the residential use. Other hobbies of the applicants, and their two sons, include, skiing, scuba diving, boating, astronomy, woodworking, furniture refinishing, metalwork, climbing, bicycling and more. The structure also permits the storage and maintenance of the equipment these activities require.

The applicant lists a number of items customary and incidental to the dwelling use of the property that the accessory building is used for. Although these uses could justify an accessory structure they do not justify this accessory structure. First, there is already an accessory structure on the site that could serve the uses accessory to the dwelling. Second, this structure is unusually large, raising question that uses accessory to the dwelling are not its real purpose. The applicant testified that the size of the building is justifiable based solely on the uses accessory to the dwelling. He also testified that the forest management practices conducted on the site involve the moving of trees approximately 20' tall requiring large equipment.

The applicant argues that the use of the building is incidental to wildlife conservation uses of the Metro Greenspaces property and incidental to wildlife and fisheries conservation use of Portland's Forest Park property on the southeast corner of his property: MCC11.15.2048 (F). The wildlife conservation uses the proposed accessory building is incidental to are not located on the subject property. Therefore, the building can not be approved based on land uses allowed on other properties.

The main building on the lot is a residence, a permitted use on the site. The applicant lists a number of items customary and incidental to the dwelling use that the subject building is used for. The use of the building for these uses is allowed. A building for the manufacturing of cockpits for boats is not a use incidental to the

residence. Use of the accessory building for the storage of forest operations machinery and supplies is allowed by MCC 11.15.2050(D)(3) as uses for "Permanent logging equipment repair and storage."

C. OAR 660-06-025 Uses Authorized in Forest Zones

- (1) Goal 4 requires that forest land be conserved. Forest lands are conserved by adopting and applying comprehensive plan provisions and zoning regulations consistent with the goals and this rule. . . the Commission has determined that five general types of uses, as set forth in the goal, may be allowed in the forest environment, subject to the standards in the goal and in this rule. These general types of uses are:

(a) Uses related to and in support of forest operations;

* * *

(d) Dwellings authorized by ORS 215.720 to 215.750;

- (4) The following uses may be allowed on forest lands subject to the review standards in section (5) of this rule:

(b) Permanent logging equipment repair and storage;

- (5) A use authorized by section (4) of this rule may be allowed provided the following requirements or their equivalent are met. . . . :

(a) The proposed use will not force a significant change in, or significantly increase the cost of, accepted farming or forest practices on agriculture or forest lands;

(b) The proposed use will not significantly increase fire hazard or significantly increase fire suppression costs or significantly increase risks to fire suppression personnel; and

(c) A written statement recorded with the deed or written contract with the county or its equivalent is obtained from the land owner which recognizes the rights of adjacent and nearby land owners to conduct forest operations consistent with the Forest Practices Act and Rules for uses authorized in subsections (4)(e), (l), (r), (s) and (v) of this rule.

Finding. A use of the accessory building includes repair and storage of logging equipment. This use may be allowed only if the requirements of the rule are met.

V. MAJOR VARIANCE REQUEST

- A. CFU zoning district yard requirements. MCC 11.15.2058 Dimensional Requirements.

8. MCC .2058(C) Minimum Yard Dimensions - Feet

| Frontage on County Main- tained Road 60 from centerline | Other Front | Side | Rear |
|---|----------------|------|------|
| | 200 | 200 | 200 |

These yard dimensions and height limits shall not be applied to the extent they would have the effect of prohibiting a use permitted outright. Variances to dimensional standards shall be pursuant to MCC .8505 through .8525, as applicable.

Finding. MCC 11.15.2058 requires structures to be set back from the front lot a distance of 60 feet from the centerline of the road and from rear and side lot lines a distance of 200 feet. The applicant has constructed a building that meets these standards except that the building is only 21 feet from the south lot line (a side yard). The applicant is requesting a major variance of 179 feet from the 200 foot side yard requirement.

- B. Variance Approval Criteria. MCC 11.15.8505.

A Major Variance is a request that exceeds 25 percent of an applicable dimensional requirement. A Major Variance must be found to comply with MCC .8505(A). MCC 11.15.8515. The variance is 179 feet less than the standard, 90 percent of the applicable dimensional requirement. This variance may be authorized when there are practical difficulties in the application of this chapter.

1. MCC .8505(A). The Approval Authority may permit and authorize a variance from the requirements of this Chapter only when there are practical difficulties in the application of the Chapter. A Major Variance shall be granted only when all of the following criteria are met.

Finding. All other dimensional requirements for this structure have been satisfied, except the southern side property line is 21' from the accessory structure.

- (1) MCC .8505(A)(1) A circumstance or condition applies to the property or to the intended use that does not apply generally to other property in the same vicinity or district. The circumstance or condition may relate to the size, shape, natural features and topography of the property or the location or size of physical improvements on the site or the nature of the use compared to surrounding uses.

Finding. The applicant argues that the triangular shape, steep slopes and dimensions of the parcel are conditions on his property that don't generally apply to other property in the vicinity. He also argues that the physical improvements including the location of other structures, well and pump house, driveways, septic drain field on the site in conjunction with the tree farm and steep banks are conditions that "make it impossible" to locate the building in compliance with the setback standard. According to the applicant, this is the only relatively flat ground on the entire site not occupied by other improvements.

A small triangle of land on the property could meet all of the dimensional requirements for this structure, as shown on the Variance site plan. Much of this area was filled by the previous owners with trash and low grade fill. The natural slope under the fill is 60 percent. The reports of the applicants' Geologist and Geotechnical Engineer detail the unsuitability of this fill material to support a structure. Exhibit A5. Placing the accessory building within the sideyard requirements would necessitate placing the building on approximately 20 feet of soft silt materials containing garbage. The building could be supported at that location on driven steel pilings which would incur costs of approximately \$30,000. Placing the accessory building 9 feet north, within the primary fire zone would cost approximately \$20,000. The remaining portion of this triangle has slopes of over 30%, or contains the septic field and its replacement area.

Other potential areas for the location of this structure that might require a smaller variance also have practical difficulties. The area shown for the replacement dwelling, driveways, well, and the remainder of the septic field, are impractical, and the reports of the Geologist and Geotechnical Engineer detail other areas that are impractical or unsafe.

The area on the site that could accommodate the accessory building, within the setbacks, contains steep slopes (natural grade of 60 percent) and fill containing garbage that requires an expenditure of approximately \$30,000 to support the building on steel pilings. The slopes on the site within the 30 foot primary fire zone are such that locating the accessory building further north would cost approximately \$20,000. The applicant's consulting engineer stated that the present location of the building is ideal (from an engineering, not a fire safety perspective). Thus, the site has topographic conditions which create practical difficulties for the siting of buildings.

Not only must there be conditions limiting compliance with the Code requirements, but those conditions must not generally apply to other property in the same vicinity or CFU District. The applicant states that the size of other properties in his vicinity are 6 to 115 acres and they do not have the size limitation as his 5.41 acres.

The applicant contends that the "vicinity" is commonly understood to be the adjacent area within the County that would be used in the "template" test for new dwellings in the CFU zone under 11.15.2052. This vicinity is a 160 acre square centered on the subject tract (in this case the applicants' property), parallel and perpendicular to the section lines. This 160 acre square would include portions of the following lots in Section 33, 2N; 1W:

| Lot | Size | Owners | Structures | Could meet setbacks ? |
|-----|-------|----------|-----------------------|-----------------------|
| 2 | 115 + | Metro | None | Yes |
| 5 | 56.93 | Margolis | 2 dwellings / 3 accy. | Yes |
| 7 | 47.91 | Sivyer | 1 dwelling | Yes |
| 15 | 31.57 | Lightcap | 1 accy. | Yes |
| 25 | | | | |
| 29 | | | | |
| 32 | 6.38 | Magnuson | 1 dwelling/ 3 accy | Yes |
| 28 | 22.88 | Lightcap | 1 dwelling/ 3 accy | Yes |
| 34 | 34.78 | Sivyer | None | Yes |

The applicant provides no basis for his contention that the 160 acre template that applies to "template dwellings" is "commonly understood" as a definition of "vicinity" as used in the variance criteria. The Hearings Officer doesn't know that this is the commonly understood definition of "vicinity." The template dwelling 160-acre test is new while the vicinity criterion in the variance standards has long been part of the County Code. This is a restricted view of the vicinity which the Hearings Officer does not adopt. In its review of the withdrawn variance request, HV 2-96 the County Planning Department staff identified the vicinity as the West Hills which can be defined as the area covered by the West Hills Plan. In the staff report for HV 2-96 the Planning Department staff stated that the West Hills include hundreds of small, irregularly shaped, sloped or hilly parcels with CFU zoning.

The Hearings officer concludes that there is an area on the site where an accessory building could be built and comply with the setback standards. That area contains steep slopes. The slopes are not so steep as to prevent development, although they do significantly increase construction costs. The applicant has stated generalities without evidence about the size, shape, natural conditions and topography of his site as compared to other sites in the CFU District and in the vicinity, without providing proof that these general statements are true. The applicant has failed to prove that the subject property has a circumstance or condition that does not apply generally to other property in the same vicinity or district.

- (2) MCC .8505(A)(2) The zoning requirement would restrict the use of the subject property to a greater degree than

it restricts other properties in the vicinity or district.

Findings. Referring to the list of properties in his definition of "vicinity" the applicant states:

"[T]here are nine lots and five owners, in addition to the applicants' property. Because of aggregation rules governing contiguous and adjacent lots under one ownership, there are only five adjoining "properties" in the vicinity for the purposes of this narrative. Three of these properties have more than one accessory structure, with one having four (Lightcap), and two having three (Margolis and Magnuson). Only one of the other developed properties in the vicinity has no accessory structures. This owner, Sivyver, has two contiguous lots totaling over 70 acres, with adequate portions posing no difficulties for the possible location of such a structure or structures without requiring a variance. The 115 + acre undeveloped property owned by Metro could easily accommodate multiple structures without requiring a variance. To deny this variance would restrict the applicants to a greater degree than these other properties in the vicinity."

Again, the Hearings Officer does not accept the applicant's definition of "vicinity." The applicant stated that the 200 foot yard requirement would prevent use of his property to a greater degree than it restricts other properties in the vicinity.

The subject parcel contains a dwelling, a forest operation and a lawfully established accessory building. The applicant currently enjoys use of the property to a greater extent than many properties in the CFU district which often can't meet stringent standards to site a dwelling or other structures on their forest lands.

The hearings officer must apply the law as it is written, the hearings officer does not make public policy and can not alter the existing law. The policy of the State is to preserve forest lands for forest uses. The state's policy, implemented by the County Code, is that the primary use of forest lands is forest use. The land uses on forest lands are heavily restricted and generally do not allow structures. The fact that structures may exist on other forest lands, built before adoption of the statewide planning program, the forest goals and the County Code does not mean that the zoning code restricts the use of the property to greater degree than the zoning code restricts other properties in the vicinity or district.

The applicant lists other parcels in his immediate surrounds that have dwellings and accessory structures. However, he does not indicate whether these structures would be allowed under current County development standards. Those structures may well have been built under earlier more lenient zoning. He also does not show that the size of his property and its topographic conditions that restrict the use of the property are not conditions that apply to other properties within the vicinity, (the West Hills) or CFU zoning district such that his property is more restricted by the setback requirements than are other properties.

- (3) MCC .8505(A)(3) The authorization of the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, or adversely affect the appropriate development of adjoining properties.

Finding. The applicant stated:

"The accessory structure is not detrimental or injurious to, nor adversely affects appropriate development of adjoining properties. In fact, the applicants' are a resource for, and beneficial to, these adjoining properties in the district, by virtue of the tools and equipment the applicants store and maintain in the accessory structure. Please see the letters from Mr. Jim Morgan of Metro, Greg and Ken Margolis, and Brian Lightcap to this effect. The applicants are willing to sign and record the standard deed restriction of non-objection to farm and forest practices used by the County to guarantee there will be no detrimental effects on forest practices on adjoining properties, if this is made a condition of approval."

The applicant provided letters from two adjacent owners stating that the accessory structure does not harm their property. The applicant notes that the variance could affect the possibility of wildfire resulting in detriment to on the public welfare or injure other properties in the vicinity. He argues that the risks are minimized by maintenance of a primary and secondary fire zone on all sides except the south side. On that side the primary fire zone is met except for 9 feet of the 30 foot requirement. The site has slopes exceeding 30 percent, so the secondary fire zone requires a setback of 100 additional feet. This requirement is not met at all on the south side. The applicant says the fire officials have told him that the green vegetation in the 21 foot setback and the uphill location of the adjacent property do not pose excessive fire safety risks to either the structure or surrounding forest if properly maintained.

Threat of fire is the greatest risk to forest land. The County has considered the risk and determined that the primary and secondary fire zones are the minimum necessary to minimize the risk. Here, the variance from setback requirements constitutes a 100 percent variance from the County minimum secondary fire zone standard and 30 percent from the primary fire zone standard.

The greater the departure from the adopted standards the greater the applicant's burden to prove that the variance criteria are met. That is, the requirements should be met to the maximum extent practical.

The applicant argues that his continuous presence in the area, because of his home occupation, helps to provide an "early warning" fire watch for the area. He says that he has a portable gravity feed fire tank, "Indian" backpack pumps, shovels, fire extinguishers, and clearing tools in a quick response kit transportable by ATV or

pickup. He also owns and maintains a bulldozer, two gasoline driven potable fire pumps with hose and nozzles, and has an artificial pond to supply fire fighting water. The variance criteria relate to practical difficulties relating to the property. The standards do not provide that special circumstances relating to the owner are relevant. These arguments are not relevant to whether the variance will be detrimental to the public welfare or injurious to property in the vicinity. These fire response capabilities would be available if the accessory building were located within the setback requirements.

The variance materially deviates from the minimum standards adopted by the county which are based on belief that structures increase fire hazards. The applicant has not shown that the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity.

- (4) MCC .8505(A)(4) The granting of the variance will not adversely affect the realization of the Comprehensive Plan nor will it establish a use which is not listed in the underlying zone.

Finding. The applicable Comprehensive Plan Policies are addressed separately in this order.

VI. COMPLIANCE WITH CFU DEVELOPMENT STANDARDS

A. 11.15.2074 Development Standards for Dwellings and Structures

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

1. MCC .2074(A) The dwelling or structure shall be located such that:
 - (1) MCC .2074(A)(1) It has the least impact on nearby or adjoining forest or agricultural lands and satisfies the minimum yard and setback requirements of .2058(C) through (G);

Finding. All but one side yard of the accessory structure meet the dimensional requirements of .2058 (C). The remaining provisions of (D) through (G) do not apply.

The applicant stated: "There is nowhere else on the property to locate the accessory

structure without practical difficulties. The present location is as far from the adjoining properties as it is practical to be situated, and therefore has the least impact on adjoining forest lands."

The subject structure is located 21 feet from the south property line and a parcel currently in forest production. The applicant does not demonstrate how this location of a building with these dimensions has the least impact on adjoining forest lands.

According to the applicant, locating the structure north and down hill as the staff report suggests, it could cause or increase the probability of the failure of the historic fill in the old valley. There are several nearby ground failure tears in other areas of the fill. Inspectors found layering that revealed mixing of soil horizons from top to bottom, indicative of fill.

The area to the immediate north currently is sloped at over 30%. There is nowhere else on this parcel that this minimal flat area can be found, that does not raise the increased risk of sliding, other ground failure, or causes more area to be taken out of forest production due to the increased area of unplanted fill slopes and additional access roads. The slopes would be unplanted because they would be in a primary fire zone located down hill from the structure. The failure of the old fill, with the structure on top, could result in fire or other consequences that could threaten nearby or adjoining lands as well as the subject parcel.

The applicant has not demonstrated that the site chosen has the least impact on nearby or adjoining forest lands and satisfies the minimum yard and setback requirements. In adopting the setback requirements in the Code the County determined that the 200 foot setback was the minimum separation between structures and side and rear property lines to protect adjacent properties from the affects of the structure. The Code does not allow these minimum requirements to be waived by a property owner's guarantee that the structure won't affect the adjacent property. The applicant implies that the portion of the site that meets the setback requirements is unsuitable for the structure because of fill placed in that area in the past. The applicant has not met his burden to prove that the chosen site has the least impact on nearby or adjoining forest or agricultural lands.

- (2) MCC .2074(A)(2) Adverse impacts on forest operations and accepted farming practices on the tract will be minimized;**

Finding. The developed portion of the property contains compaction soils, rock and gravel placed on driveway surfaces, and two structures. The existing developments make these areas less productive or feasible for healthy forest or agricultural practices. Any location for the accessory structure other than the present one would entail more land, or more productive soils, being taken out of forest and garden uses. This would be caused by the need for new or longer driveways and

access roads, the need to remove a wide swath of healthy forest for the structure and the adjoining fire safety zones, or the loss of presently augmented topsoil garden areas in full sun.

- (3) **MCC .2074(A)(3) The amount of forest land used to site the dwelling or other structure, access road, and service corridor is minimized;**

Finding. The applicant states that a forty foot square structure is the minimum size for the proposed uses. The applicant has not proved that a 1,600 square foot structure is required to meet the needs of the allowable uses of the structure. Some uses he makes of the structure appear not to be allowable, including the manufacturing of prototypes for Carolina Cockpit, Inc., and prototype forest management tools. In addition, there is an established accessory building on the site which may meet the allowable accessory use needs.

According to the site plan, the area where the accessory building could be located and meet the setback standards is not occupied by other structures and is not part of the forest lands utilized for forestry operations on the site.

The applicant has failed to demonstrate that the amount of forest land to site the accessory structure minimizes the amount of forest land used. This criterion has not been met.

- (4) **MCC .2074(A)(4) Any access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required; and**

Findings. The property is accessed by a private driveway. The accessory building would not be accessed by an access road or service corridor as defined by the Code. This criteria is met

- (5) **MCC .2074(A)(5) The risks associated with wildfire are minimized. Provisions for reducing such risk shall include:**

- (a) **The proposed dwelling will be located upon a tract within a fire protection district or the dwelling shall be provided with residential fire protection by contract;**

Finding. The proposed structure is not a dwelling. This criterion does not apply.

- (b) **Access for a pumping fire truck to within 15 feet**

of any perennial water source on the lot. The access shall meet the driveway standards of MCC .2074(D) with permanent signs posted along the access route to indicate the location of the emergency water source;

Findings. Subsection (5)(b) provides that provisions of reducing wildfire risk shall include access for a pumping fire truck to within 15 feet of any perennial water source on the lot. According to the applicant, the pond is not perennial. This fact is not disputed. This requirement is therefore not applicable.

(c) MCC .2074(A)(5)(c) Maintenance of a primary and a secondary fire safety zone on the subject tract.

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

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

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

(iii) A secondary fire safety zone is a fire break extending a minimum of 100 feet in all directions around the primary safety zone. The goal of this safety zone is to reduce fuels so that the overall intensity of any wildfire is lessened. Vegetation should be pruned and spaced so that fire

will not spread between crowns of trees. Small trees and brush growing underneath larger trees should be removed to prevent the spread of fire up into the crowns of the larger trees. Assistance with planning forestry practices which meet these objectives may be obtained from the State of Oregon Department of Forestry or the local Rural Fire Protection District.

Finding. The applicant states that people responsible for fire response have given the structure positive feedback for fire response and that moving the building 9 to 100 feet would not significantly affect fire response. This evidence is not relevant because it is evidence about what provisions should be made to reduce wildfire risks. That is a policy judgment that is not for the Hearings Officer to make. The County has adopted its policy on what provisions shall be made to reduce such risk. That policy is codified in MCC 11.15.2074 and requires a minimum of 30 feet for primary safety zones and 0 to 100 feet for secondary safety zones depending on slopes.

The risks associated with wildfire are required to be minimized. The criteria specifically set out provisions for reducing the risk. The only provisions the code acknowledges are the utilization of a primary and secondary fire break and proximity to a perennial water source. The application does not meet the Primary or Secondary fire break. The applicant could increase and meet the primary fuel break by locating the building 9 feet or more north. The fact that the building has already been built is not relevant.

The applicant argues that the purposes of the fire safety zones are met because the adjoining owner is required to keep the adjoining property trimmed according to the terms of their federal forest cost share program and because the adjoining property is in forest deferral and participating in federal and state programs for the harvest, planting, brush control, and pruning/thinning of forest trees. The Code does not contain any provisions allowing a property owner to use another property owner's obligations to meet his own requirements under the Code.

The Code requires a primary safety zone of 30 feet and a secondary fire safety zone of up to an additional 100 feet. The building fails to meet the primary fire safety zone by 9 feet and does not meet the secondary fire safety zone requirements at all. There is a location on the lot where both the primary and secondary fire safety zones can be met, located at the east end of the septic system.

The application does not meet the Primary or Secondary Fire break. The application fails to minimize the risks associated with wildfire.

(iv) MCC .2074(A)(5)(c)(iv) No requirement in (i), (ii),

or (iii) above may restrict or contradict a forest management plan approved by the State of Oregon Department of Forestry pursuant to the State Forest Practice Rules; and

Finding. This is not a criterion applicable to this application.

- (v) MCC .2074(A)(5)(c)(v) Maintenance of a primary and a secondary fire safety zone is required only to the extent possible within the area of an approved yard (setback to property line).

Finding. If the variance requested for the side yard minimum dimension reduction is granted, this will be an approved yard, and all primary and secondary fire zones will comply with the code.

- (d) MCC .2074(A)(5)(d) The building site must have a slope less than 40 percent.

Finding. The building site is essentially flat.

B. MCC .2074(B) The dwelling shall:

Finding. The subject structure is not a dwelling. This criterion does not apply.

- C. MCC .2074(C) The applicant shall provide evidence that the domestic water supply is from a source authorized in accordance with the Department of Water Resources Oregon Administrative Rules for the appropriation of ground water (OAR 690, Division 10) or surface water (OAR 690, Division 20) and not from a Class II stream as defined in the Forest Practices Rules.

Finding. The domestic water supply is from an existing well that was last deepened in 1973., tested at 22 gallons per minute by A.M. Jansen.

- D. MCC .2074(D) A private road (including approved easements) accessing two or more dwellings, or a driveway accessing a single dwelling, shall be designed, built, and maintained to:
 - (1) Support a minimum gross vehicle weight (GVW) of 52,000 lbs. Written verification of compliance with the 52,000 lb. GVW standard from an Oregon Professional Engineer shall be provided for all bridges or culverts;
 - (2) Provide an all-weather surface of at least 20 feet in width for a private road and 12 feet in width for a driveway;

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

Findings. Compliance with these access standards can be assured when the building permit is issued.

VII. SIGNIFICANT ENVIRONMENTAL CONCERN PERMITS FOR THE REPLACEMENT DWELLING AND ACCESSORY BUILDING

- A. Compliance with the "General" Significant Environmental Concern Approval Criteria.
- B. MCC 11.15.6420 Criteria for Approval of SEC Permit

* * *

Any proposed activity or use requiring an SEC permit shall be subject to the following:

Finding. MCC 11.15.6406 (H)(1) and (2) requires the replacement dwelling and the accessory structure to comply with the provisions of the SEC h and v subdistricts according to the SEC map for this property.

- (1) **MCC .6420(A) The maximum possible landscaped area, scenic and aesthetic enhancement, open space or vegetation shall be provided between any use and a river, stream, lake, or floodwater storage area.**

Finding. These features or conditions are not present. This requirement does not apply.

- (2) **MCC .6420(B) Agricultural land and forest land shall be preserved and maintained for farm and forest use.**

Finding. There will be no net loss resulting from replacing the existing dwelling. The new accessory structure is located in an area that has compacted soils and rock therefore has limited utility for agriculture or forestry use. The use of existing driveways and access will minimize any potential impact from the structure's location on the site.

- (3) **MCC .6420(C) A building, structure, or use shall be located on a lot in a manner which will balance functional considerations and costs with the need to preserve and protect areas of environmental significance.**

Finding. The existing dwelling and the replacement dwelling are located in areas of identical environmental significance on the developed portion of the property, and no net change will result. The new accessory structure is located in an area that has limited environmental significance on the developed portion of the property. This area, due to soil compaction and rock also presents limited utility for agriculture or forestry. The use of existing driveways and access will minimize any potential impact from the structure's location on the site.

- (4) **MCC .6420(D) Recreational needs shall be satisfied by public and private means in a manner consistent with the carrying capacity of the land and with minimum conflict with areas of environmental significance.**

Finding. The proposed uses do not relate to recreational needs. This criterion does not apply.

- (5) **MCC .6420(E) The protection of the public safety and of public and private property, especially from vandalism and trespass, shall be provided to the maximum extent practicable.**

Finding. There will be no public access or use of this property. Protection of the property from trespass and vandalism will continue to be provided by continuous residential occupancy.

- (6) **MCC .6420(F) Significant fish and wildlife habitats shall be protected.**

Finding. There is no fish habitat. Wildlife habitat is being enhanced by the removal of the former owner's barbed wire fence system.

- (7) **MCC .6420(G) The natural vegetation along rivers, lakes, wetlands and streams shall be protected and enhanced to the maximum extent practicable to assure scenic quality and protection from erosion, and continuous riparian corridors.**

Finding. These features or conditions are not present. This criterion does not apply.

- (8) **MCC .6420(H) Archaeological areas shall be preserved for their historic, scientific, and cultural value and protected from vandalism or unauthorized entry.**

Finding. There are no known archaeological areas to be preserved. Should any archaeological areas appear, they shall be protected and preserved for their historic, scientific, and cultural value.

- (9) **MCC .6420(I) Areas of annual flooding, floodplains, water areas, and wetlands shall be retained in their natural state to the maximum possible extent to preserve water quality and protect water retention, overflow, and natural functions.**

Finding. These features or conditions are not present. This criterion does not apply.

- (10) **MCC .6420(J) Areas of erosion or potential erosion shall be protected from loss by appropriate means. Appropriate means shall be based on current Best Management Practices and may include restrictions on timing of soil disturbing activities.**

Finding. The applicant is required to comply with County erosion control standards. Compliance with those standards assures this criterion can be met.

- (11) **MCC .6420(K) The quality of the air, water, and land resources and ambient noise levels in areas classified SEC shall be preserved in the development and use of such areas.**

Finding. The new dwelling will improve these qualities due to the updated septic field, home heating and insulation systems in the replacement dwelling. Compliance with all applicable air, water and noise standards can assure this criterion can be met.

- (12) **MCC .6420(L) The design, bulk, construction materials, color**

and lighting of buildings, structures and signs shall be compatible with the character and visual quality of areas of significant environmental concern.

Finding. There will be no outdoor lighting for the dwelling. The design and construction materials employed in the construction of the building are required to be compatible with the character and visual quality of the areas of significant environmental concern. This is not a criteria applicable to the dwelling use and can be met when the building permit is reviewed.

The only evidence in the record is that the design and construction materials of the accessory building are compatible with the character and visual quality of the areas of significant environmental concern. The structure has a curved profile, neutral color, and compact shape. The only outdoor lighting is a timer controlled, infrared activated security flood on the west face of the structure, which has been tuned not to trigger from passing wildlife.

- (13) MCC .6420(M) An area generally recognized as fragile or endangered plant habitat or which is valued for specific vegetative features, or which has an identified need for protection of natural vegetation, shall be retained in a natural state to the maximum extent possible.

Finding. There is no evidence in the record that these features are present. This criterion does not apply.

- (14) MCC .6420(N) The applicable Policies of the Comprehensive Plan shall be satisfied.

Finding. The applicable Comprehensive Plan policies are addressed separately in this Decision.

2. MCC 11.15.6424 Criteria for Approval of SEC-v Permit
Significant Scenic Views

- A. MCC .6424(A) In addition to the information required by MCC .6408(C), an application for development in an area designated SEC-v shall include:

- (1) MCC .6424(A)(1) Details on the height, shape, colors, outdoor lighting, and exterior building materials of any proposed structure;

Finding. Because the site is nearly due south of the applicable key viewing areas, the visible, north facing, surfaces and windows of the replacement dwelling will be designed so as to be incapable of reflecting direct sunlight or producing visual

dominance. No outdoor lighting visible from the key viewing areas will be installed. The replacement dwelling will be a rectilinear, approximately 34' tall structure, with areas of natural wood, windows, and steel with dark, earth toned finishes. The windows and other details of the structure are not discernable from the viewing areas. (See photographs from key viewing areas mounted on accompanying map).

Because the accessory building site is nearly due south of the applicable key viewing areas, the visible, north facing, surface is incapable of reflecting direct sunlight or producing visual dominance. No outdoor lighting visible from the key viewing areas has been or will be installed. The accessory structure is a Quonset shaped, 18' tall aluminized steel building. The single small east facing window and door and the west facing garage doors of the structure are not discernible from the viewing areas. (See photographs from key viewing areas mounted on accompanying map). The evidence in the record also shows that the accessory building is not visible from adjacent residences. The accessory building could be screened by vegetation from view by from the right-of-way of Newberry Road and the adjacent property.

- (2) **MCC .6424(A)(2): Drawings showing the appearance of proposed structures when built and surrounding final ground grades;**

Finding. Elevation drawings of the proposed structures have been provided. Exhibit A23.

- (3) **MCC .6424(A)(3) A list of identified viewing areas from which the proposed use would be visible; and**

Finding. According to the only evidence in the record, the Identified Viewing Areas that provide views of the proposed dwelling and accessory building are: public roads on Sauvie Island and Sauvie Island Wildlife Refuge. Exhibit Z12. None of the other identified areas provide views of this development. The closest point on a Public road on Sauvie Island that provides a view of this development begins on Gillihan Loop Road approximately six miles distant from the property. The portion of Sauvie Island Wildlife Refuge and Reeder road that provide views are approximately ten miles distant. At these distances the development will not noticeably contrast with the surrounding landscape. It may be visible in certain conditions, but could not be reasonably considered visually dominant in relation to its surroundings to the naked eye.

- (4) **MCC .6424(A)(4) A written description and drawings demonstrating how the proposed development will be visually subordinate as required by (B) below, including information on the type, height and location of any vegetation or other materials which will be used to screen the development from the view of identified viewing areas.**

- B. MCC .6424(B) Any portion of a proposed development (including access roads, cleared areas and structures) that will be visible from an identified viewing area shall be visually subordinate. Guidelines which may be used to attain visual subordination, and which shall be considered in making the determination of visual subordination include:**

- (1) MCC .6424(B)(1) Siting on portions of the property where topography and existing vegetation will screen the development from the view of identified viewing areas.**

Finding. The dwelling will be sited so as to be visually subordinate from the identified viewing areas by virtue of the its position below the ridge lines. The accessory building has been sited so as to be visually subordinate from the identified viewing areas by virtue of the its position below the ridge lines. Existing vegetation effectively screens the structure from all of the key viewing areas.

- (2) MCC .6424(B)(2) Use of nonreflective or low reflective building materials and dark natural or earthtone colors.**

Finding. Dark, and natural earth tone colors will predominate on the dwelling according to the application. Due to the orientation of the dwelling to the identified viewing areas and the placement of decks, overhangs, and reflective surfaces, the dwelling will not be noticeable from the viewing areas.

The neutral color, due south orientation and distance of the accessory building from the identified viewing areas, make direct reflection impossible. The applicant provided photos showing that the accessory building is not visible from the Key Viewing areas.

- (3) MCC .6424(B)(3) No exterior lighting, or lighting that is directed downward and sited, hooded and shielded so that it is not highly visible from identified viewing areas. Shielding and hooding materials should be composed of nonreflective, opaque materials.**

Finding. No exterior lighting of the dwelling or accessory dwelling will be visible from the viewing areas.

- (4) MCC .6424(B)(4) Use of screening vegetation or earth berms to block and/or disrupt views of the development. Priority should be given to retaining existing vegetation over other screening methods. Trees planted for screening purposes should be coniferous to provide winter screening. The applicant is responsible for the proper maintenance and survival**

of any vegetation used for screening.

Finding. The present screening of the dwelling and accessory structure provided by fir and hardwood trees will be retained and augmented by the owners' continued transplanting of large conifer trees from the existing tree farm on site. No vegetation will be removed to construct this replacement dwelling.

- (5) MCC .6424(B)(5) Siting in a manner so that grading, cuts or fill are minimized and accomplished in a manner so that the topography after completion of the development will blend with the surrounding landscape.

Finding. Both the dwelling accessory structure are aligned to match the existing topography, and little, if any grading or clearing will be required. The only modification of vegetation will be the increase in conifer coverage due to the transplanting efforts.

- (6) MCC .6424(B)(6) Limiting structure height to remain below the surrounding forest canopy level.

Finding. The surrounding trees are higher than the proposed dwelling and accessory structure.

- (7) MCC .6424(B)(7) Siting and/or design so that the silhouette of buildings and other structures remains below the skyline of bluffs or ridges as seen from identified viewing areas. This may require modifying the building or structure height and design as well as location on the property, except: [Communication facilities]

Findings. The dwelling and the accessory building are approximately 400' lower than the skyline of ridges. The building silhouette's will be below this ridge line by this distance.

C. MCC 11.15.6426 Criteria for Approval of SEC-h Permit
Wildlife Habitat

- A. MCC .6426(A): In addition to the information required by MCC .6408(C), an application for development in an area designated SEC-h shall include an area map showing all properties which are adjacent to or entirely or partially within 200 feet of the proposed development, with the following information, when such information can be gathered without trespass:

- (1) MCC .6426(A)(1): Location of all existing forest areas (including areas cleared pursuant to an approved forest

management plan) and non-forested "cleared" areas; For the purposes of this section, a forested area is defined as an area that has at least 75% crown closure, or 80 square feet of basal area per acre, of trees 11 inches DBH and larger, or an area which is being reforested pursuant to Forest Practices Rules of The Oregon Department of Forestry. A non-forested "cleared" area is defined as an area which does not meet the description of a forested area and which is not being reforested pursuant to a forest management plan.

- (2) MCC .6426(A)(2): Location of existing and proposed structures;
- (3) MCC .6426(A)(3): Location and width of existing and proposed public roads, private access roads, driveways, and service corridors on the subject parcel and within 200 feet of the subject parcel's boundaries on all adjacent parcels;
- (4) MCC .6426(A)(4): Existing and proposed type and location of all fencing on the subject property and on adjacent properties and on properties entirely or partially within 200 feet of the subject property.

Finding. The applicant submitted a map showing all properties within 200 feet of the proposed replacement dwelling and accessory building. Exhibit A22 illustrates the forested and cleared areas on the subject and surrounding properties. The forested and cleared areas on the subject property are more clearly shown on Exhibit A4. Exhibit A-22 shows the location of structures on the surrounding properties. It does not clearly show the location of the existing and proposed structures on the subject property. Those locations are however illustrated on the map labeled "Site Plan/Improved Portion" dated 03/27/97. The SEC-h area map, Exhibit A22 does not clearly show the width of all public roads, access roads, driveways and service corridors on the subject parcel nor within 200 feet of the subject parcel's boundaries. Exhibit A22 does not show the location of fencing on the subject property nor within 200 feet of the subject parcel's boundaries. Exhibit A4 shows existing fencing on the subject parcel. The requirements of MCC 11.15.6426 are not met in that the exact location and the width of roads, driveways and service corridors are not shown, nor are fences shown, on the a map for areas within 200 feet of the parcel's boundaries.

B. MCC .6426(B) Development Standards:

- (1) MCC .6426(B)(1): Where a parcel contains any non-forested "cleared" areas, development shall only occur in these areas,

except as necessary to provide access and to meet minimum clearance standards for fire safety.

Finding. Both the dwelling and the accessory building are proposed to be located in non-forested cleared areas. The driveways are existing non-forested "cleared" areas.

- (2) MCC .6426(B)(2): Development shall occur within 200 feet of a public road capable of providing reasonable practical access to the developable portion of the site.

Finding. The proposed dwelling will be within 200' of Newberry Road. The applicant testified that the accessory building is 195 feet from the right-of-way of a public road (NW Newberry Road). None of the maps in the record indicate that this is true. If the accessory building is approved, compliance with this requirement could be assured by conditioning the approval to provide adequate documentation that the accessory building is within 200 feet of Newberry Road.

- (3) MCC .6426(B)(3) The access road/driveway and service corridor serving the development shall not exceed 500 feet in length.

Finding. The driveway serving both the dwelling and the accessory building approximately 200' in length.

- (4) MCC .6426(B)(4) The access road/driveway shall be located within 200 feet of the property boundary if adjacent property has an access road or driveway within 200 feet of the property boundary.

Finding. Dwelling: The property owner to the east has a driveway within 225 feet of the eastern property boundary. This criterion does not apply.

- (5) MCC .6426(B)(5) The development shall be within 300 feet of the property boundary if adjacent property has structures and developed areas within 200 feet of the property boundary.

Finding. There are no structures or developed areas within 200' of the property boundary. This criterion does not apply.

- (6) MCC .6426(B)(6) Fencing within a required setback from a public road shall meet the following criteria: . . .

Finding. No new fences are planned. The present owners have been removing the barbed wire fences installed by the former owner. The applicant plans to continue removing fencing and to bring the existing fences that are not removed into compliance with the development standards of (B)(6)(a).

- (7) **MCC .6426(B)(7)** The following nuisance plants shall not be planted on the subject property and shall be removed and kept removed from cleared areas of the subject property: . . .

Finding. As a condition of approval the applicant can be required to remove and keep removed all nuisance plants listed in MCC .6426(B)(7) from all cleared areas.

C. MCC .6426(C) Wildlife Conservation Plan. An applicant shall propose a wildlife conservation plan if one of two situations exist.

- (1) **MCC .6426(C)(1)** The applicant cannot meet the development standards of section (B) because of physical characteristics unique to the property. The applicant must show that the wildlife conservation plan results in the minimum departure from the standards required in order to allow the use; or
- (2) **MCC .6426(C)(2)** The applicant can meet the development standards of Section (B), but demonstrates that the alternative conservation measures exceed the standards of Section (B) and will result in the proposed development having a less detrimental impact on forest and wildlife habitat than the standards in Section (B).

Finding. The applicant can meet the development standards of section B. No wildlife conservation plan is required.

VIII. COMPREHENSIVE FRAMEWORK PLAN CONSIDERATIONS REQUIRED IN A QUASI-JUDICIAL REVIEW

1. **Policy No. 13. Air, Water and Noise Quality:** Multnomah County, ... Supports efforts to improve air and water quality and to reduce noise levels. ... Furthermore, it is the County's policy to require, prior to approval of a legislative or quasi-judicial action, a statement from the appropriate agency that all standards can be met with respect to Air Quality, Water Quality, and Noise Levels.

Finding. No significant impact on air pollution will result from the construction of an accessory building provided the use is accessory to the residential or forest use of the property.

2. **Policy No. 14. Development Limitations.** The County's Policy is to direct development and land form alterations away from

areas with development limitations except upon a showing that design and construction techniques can mitigate any public harm or associated public cost, and mitigate any adverse effects to surrounding persons or properties. Development limitations areas are those which have any of the following characteristics:

- A. Slopes exceeding 20%;
- B. Severe soil erosion potential;
- C. Land within the 100 year flood plain;
- D. A high seasonal water table within 0-24 inches of the surface for more than 3 or more weeks of the year;
- E. A fragipan less than 30 inches from the surface; and
- F. Lands subject to slumping, earth slides or movement.

Finding. Based on the applicants' submitted site plan, photos and narrative, the subject parcel and proposed development would be consistent with this policy with none of the development limitations listed above (A through F).

3. Policy No. 22, Energy Conservation: The County's policy is to promote the conservation of energy and to use energy resources in a more efficient manner. ... The County shall require a finding prior to approval of a legislative or quasi-judicial action that the following factors have been considered:

- A. The development of energy-efficient land uses and practices;
- B. Increased density and intensity of development in urban areas, especially in proximity to transit corridors and employment, commercial and recreation centers;
- C. An energy-efficient transportation system linked with increased mass transit, pedestrian and bicycle facilities;
- D. Street layouts, lotting patterns and designs that utilize natural environmental and climactic conditions to advantage.
- E. Finally, the County will allow greater flexibility in the development and use of renewable energy resources.

Finding. The proposal satisfies subpart "A" of this policy because the accessory building could be required to meet current energy conservation standards of the Uniform Building Code. Subparts "B", "C" and "D" of this policy are not applicable because the site is not in an urban area. Approval of the applicants proposal will not adversely impact the owner of the parcel to take advantage of subpart "E". The proposal satisfies Policy 22.

4. Policy No. 37, Utilities: The County's policy is to require a finding prior to approval of a legislative hearing or quasi-judicial

action that:

WATER DISPOSAL SYSTEM:

- A. The proposed use can be connected to a public sewer and water system, both of which have adequate capacity; or
- B. The proposed use can be connected to a public water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system on the site; or
- C. There is an adequate private water system, and the Oregon Department of Environmental Quality (DEQ) will approve a subsurface sewage disposal system; or
- D. There is an adequate private water system, and a public sewer with adequate capacity.

Finding. The applicant has not indicated whether or not the accessory building includes a bathroom or water to the building. Water and sanitary facilities are available on site at the existing dwelling and presumed to be in compliance with state requirements. The applicant has submitted a Land Feasibility Study (LFS) 140-96 for a replacement septic tank, sand filter and drainfield system. The dwelling is served by an existing well on-site.

DRAINAGE:

- E. There is adequate capacity in the storm water system to handle the increased run-off; or
- F. The water run-off can be handled on the site or adequate provisions can be made; and
- G. The run-off from the site will not adversely affect the water quality in adjacent streams, ponds, lakes or alter the drainage on adjacent lands.

Finding. The City of Portland Building Bureau regulates the flow of water coming off buildings requiring building permits. If approved, conditions should be placed to require compliance with all building code requirements for non-exempt structures.

ENERGY AND COMMUNICATIONS:

- H. There is an adequate energy supply to handle levels projected by the plan; and
- I. Communications facilities are available.

Finding. Portland General Electric and US West Communication provide necessary power and phone service to the area. The existing dwelling and the accessory building have electrical service.

5. Policy No. 38, Facilities: The County's Policy is to require a

finding prior to approval of a legislative or quasi-judicial action that:

- A. The appropriate School District has had an opportunity to review and comment on the proposal.
- B. There is adequate water pressure and flow for fire fighting purposes; and
- C. The appropriate fire district has had an opportunity to review and comment on the proposal.
- D. The proposal can receive adequate local police protection with the standards of the jurisdiction providing police protection.

Finding. The applicant has submitted Service Provider Forms from the Portland School District, the Multnomah County Sheriff's Department and the Tualatin Valley Fire and Rescue District. The fire District responded that it has manpower and equipment in the area that can respond to emergency incidents and fires. The district requires scale plans showing access roadways, water supplies and other features to be submitted to the fire Marshall for review and approval. Other services currently service the existing residence and are inapplicable.

- 6. **Policy No. 40, Development Requirements:** The County's policy is to encourage a connected park and recreation system and to provide for small private recreation areas by requiring a finding prior to approval of legislative or quasi-judicial action that:
 - A. Pedestrian and bicycle path connections to parks, recreation areas and community facilities will be dedicated where appropriate and where designated in the bicycle corridor capital improvements program and map.
 - B. Landscaped areas with benches will be provided in commercial, industrial and multiple family developments, where appropriate.
 - C. Areas for bicycle parking facilities will be required in development proposals, where appropriate.

Finding. There are no known pedestrian or bicycle path connections to parks, recreation areas or community facilities from or to the site.

VII. CONCLUSION AND DECISION

- 1. Some components of the proposed home occupation involve manufacturing, a use not allowed in the CFU zone. There has been no approval for establishing a home occupation and none requested in this application. The desired home occupation uses provide no predicate use for the accessory

building.

2. The primary outright allowed land uses on the lot are forest operations (which do not include structures). An accessory use is permissible for the outright permitted uses. Accessory uses or structures require a determination that they are customarily accessory or incidental to a use permitted or approved. Some uses the applicant wants to make of the structure are uses customarily incidental and accessory to the residence on the lot. Other uses the applicant wants to make of the structure are customarily incidental and accessory to the forest use of the land. Those allowable uses for the proposed accessory building would permit approval of an accessory building on the site. The proposed building contains 1,600 square feet and is appears to be an unusually large storage structure. The size of the structure is justified by the size of equipment needed to move large trees which is part of the applicant's forest management operation. The applicant testified that a w car garage is 40 X 40 feet, similar in size to the proposed accessory building. As there is no garage for the dwelling, the proposed accessory building serves the needs normally provided by a garage for storage incidental and accessory to a dwelling use. An accessory building could be approved on this site.
3. The applicant has not provided evidence to prove that the variance criteria are met. Use of the subject property would not be restricted to a greater degree than other properties in the vicinity or district, by denying the variance requested [MCC 11.15.8505(A)(2)]. The applicant lists other parcels in his immediate surrounds that have dwellings and accessory structures. However, he does not indicate whether these structures would be allowed under current County development standards. Those structures may well have been built under earlier more lenient zoning.

A circumstance or condition does not apply to the property or to the intended use that does not apply generally to other property in the same vicinity or district [MCC 11.15.8505(A)(1)]. The applicant does not show that the size of his property and its topographic conditions that restrict the use of the property are not conditions that apply to other properties within the vicinity, (the West Hills) or CFU zoning district such that his property is more restricted by the setback requirements than are other properties.

The variance materially deviates from the minimum setback and fire zone standards adopted by the county which are based on belief that structures increase fire hazards. The applicant has not shown that the variance will not be materially detrimental to the public welfare or injurious to property in the vicinity.

4. The application fails to demonstrate "least impact" on nearby or adjoining forest or agricultural lands [MCC 11.15.2074(A)(1)].

5. The application fails to minimize the risks associated with wildfire [MCC 11.15.2074(A)(5)]. The Code requires a primary safety zone of 30 feet and a secondary fire safety zone of up to an additional 100 feet. The building fails to meet the primary fire safety zone by nine (9) feet and does not meet the secondary fire safety zone requirements at all. There is a location on the lot where both the primary and secondary fire safety zones can be met, located at the east end of the septic system. The only barrier to constructing the building in that location is added costs of approximately \$30,000. The applicant could locate the building nine (9) feet north and meet the primary fire zone. The only barrier to constructing the building in that location is added costs of approximately \$20,000. The application fails to minimize the risks associated with wildfire.
6. The applicant failed to submit all the information required on the SEC-h area map. Specifically, the exact location and width of roads, driveways and service corridors are not shown, nor are fences shown on areas within 200 feet of the parcel's boundaries.

Based on the findings and conclusions contained in this decision and incorporating the Staff Report and other reports of affected agencies and public testimony and exhibits received in this matter, the Hearings Officer hereby **DENIES** the replacement dwelling request, **DENIES** the SEC requests for the replacement dwelling, and **DENIES** HV 2- 96, the variance request for the accessory building. The replacement dwelling is denied because the SEC-h requirements have not all be met even though the replacement dwelling meets the replacement dwelling criteria.

DATED this 1st day of October, 1997



Deniece B. Won,
Hearings Officer

Meeting Date: OCT 16 1997
Agenda No: R-9
Est. Start Time: 10:27 Am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Report to the Board the Hearings Officer's decision on LD 9-95a.

BOARD BRIEFING Date Requested:
 Amt. of Time Needed:
 Requested By:

REGULAR MEETING Date Requested: October 16, 1997
 Amt. of Time Needed: 5 minutes

DEPARTMENT: DES **DIVISION:** Transportation & Land Use Planning
CONTACT: Phil Bourquin **TELEPHONE:** 248-3043
 BLDG/ROOM: 412 / 109

PERSON(S) MAKING PRESENTATION: Stuart Farmer

ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

SUGGESTED AGENDA TITLE

Report to the Board the Hearings Officer's decision regarding a **Denial** of the request of a three parcel land division.

SIGNATURES REQUIRED

Elected Official: _____

or

Department Manager: _____

LB Larry F. Nicholas

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 8 PM 1:51
MULTNOMAH COUNTY
OREGON



BOARD HEARING OF OCTOBER 16, 1997

TIME : 9:30 am

CASE NAME HGW, Inc. **NUMBER** LD 9-95a

1. Applicant Name/Address

HGW, Inc
121 SW Morrison, #950
Portland, OR 97204

2. Action Requested by Applicant

Approval of a Type-1 Land Division to create three (3) parcels.

3. Planning Staff Recommendation

Uphold the Hearings Officer decision on denial of the requested land division.

4. Hearings Officer Decision

Denial, of the applicants request for approval of a three parcel land division.

5. If recommendation and decision are different, why?

| Action Requested of Board | |
|--|------------------------------|
| <input checked="checked" type="checkbox"/> | Affirm Hearings Officer Dec. |
| <input type="checkbox"/> | Hearing/Rehearing |
| Scope of Review | |
| <input type="checkbox"/> | On the record |
| <input type="checkbox"/> | De Novo |

ISSUES

(who raised them?)

6. The following issues were raised

The area of land applied for was unlawfully created. The HO found the application as proposed would result in more than the creation of three lots, and those lots do not conform to minimum County standards.

7. Do any of these issues have policy implications? Explain.

No, the Hearings Officers decision to deny is based primarily on interpretation of ORS 92.177.

MULTNOMAH COUNTY, OREGON

DECISION OF LAND USE HEARINGS OFFICER

Case File:

LD 9-95

Proposed Action(s) and Use(s):

Request for a Type-1 Land Division of a three (3) parcel land division. Parcel 1 contains 5.71 acres, parcel 2 contains 5.00 acres and parcel 3 contains 7.48 acres. Each parcel is reached by an extension of NW 124th Avenue, a county road. Parcels 1 and 2 are served by a modified hammerhead design at the terminus of NW 124th Avenue. Parcel 3 is served by a cul-de-sac at the other terminus of NW 124th Avenue. Each of the parcels contain a building area including an area for the installation of a subsurface sewage disposal system.

Property Location:

Approximate address: 5000 NW 124th Ave.
T1N, R1W, Section 22, Tax lot 32
Tax Acct. R961220320

Applicant:

HGW, Inc.
121 SW Morrison, #950
Portland, OR 97204

Applicant's Counsel:

Stoel Rives LLP
ATTN: Michael C. Robinson
900 SW Fifth Avenue, Suite 2300
Portland, OR 97201-5682

| | |
|-----------|------------------|
| _____ | Notices |
| 20 | Decision Notices |
| mailed on | 10/3/97 |
| by | SH |

Plan Designation:

Rural Residential

Zoning District:

Rural Residential (RR); Significant Environmental Concern (SEC-s & h)

I. Decision

The Hearings Officer hereby DENIES the applicant's permit requests based upon the findings of fact and conclusions of law contained in this decision.

II. Public Hearing.

Hearings Officer Deniece Won held a duly noticed public hearing regarding the application on September 17, 1997. The hearing was continued to September 17, 1997. County staff recommended the application be approved.

Hearings Officer Decision
October 1, 1997

LDR 9-95
Page 1 of 25

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97 OCT -3 AM 10:42
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PLANNING SECTION

III. TESTIMONY

A. Hearing.

1. Hearings Officer Deniece Won held a duly noticed public hearing regarding the application on August, 20 1997 and September 17, 1997. County staff recommended approval.
2. Phil Bourquin, County Planner, showed a videotape of the site and summarized the staff report. He said there were three issues with this application. First is the right-of-way and road improvements. Staff recommends 20 feet of paved roadway from Laidlaw Road to the site. Second is whether the site is developable considering the soil suitability. The staff recommends that a grading and erosion permit or hillside development permit be required. The third issue is the applicability of ORS 92.177. He submitted into the record an August 20, 1997 letter from Robert Minshall (Exhibit 18) and an August 18, 1997 letter from Tomas K. Nash (Exhibit 19). The content of Mr. Parson's letter is reflected in the summary of his testimony below. Mr. Nash is the owner of Tax Lot 35 at the northeast corner of the subject parcel. He requested that the access be required to be a dedicated road. Mr. Nash stated that the subject parcel is very steep with very small buildable sites relative to the size of the parcel. He notes that the majority of the other parcels that have been sold from the original 40 acres is level and buildable. Mr. Nash observed that the only possible way for any of the other lot owners to have buildable lots is to combine lots which is only possible in a couple of situations. The only other way he sees to have buildable lots is to get a planned unit development approval for the entire site and resubdivide the original lot. He is concerned that approval of this application will forever prevent the remainder of the lots from being made to conform with the zoning requirements. He stated that there is a process available to seek a variance from the paving standard.
3. David Noren, attorney for the applicant, testified that all the parcels are the product of an illegal subdivision. He requested that the access not be required to be paved because the length of the access causes such a high pavement cost that it is disproportionate to the profitability of development of only three lots and disproportionate to the impact created by three lots. The applicant wants to grade the road and not pave it. The applicant is willing to waive and record the right to remonstrate against the future formation of a local improvement district.

4. Donis McArdle, representing Ms. Shirrod, an owner of Tax Lot 39, which is surrounded by the parcel under consideration, asked questions about the difference between a dedicated road and an easement. She is concerned about the ability to consolidate contiguous parcels.
5. Jean Shaw, a downstream property owner in Washington County, argued that the application should be denied. She owns Tax Lot 909 of the SW quarter section of Section 28, Washington County. She testified about flooding problems along the road and the inadequacy of a culvert on 124th south of the subject parcel. She said that the site is at the headwaters of Bronson Creek. She argued that the parcels do not legally exist and the hearings officer should be considering a subdivision request. Bronson Creek is listed on its greenspaces program.
6. Mr. U.S. Larson, owner of Tax Lot 20, adjacent to the southwest, stated that the location of the proposed cul-de-sac is in the middle of Bannister Creek and that it would not be feasible to build the cul-de-sac there. He stated that the road was deeded to the public but it was not accepted by Multnomah County. He has maintained the road, he wants to know who will maintain the road if this request is approved. He believes the road was deeded to the public and he wants to know how a public road can be a private easement.
7. Mr. Robert Minshall, owner of Tax Lot 28, to the northwest of the subject parcel testified. He said that there have been previous proposals to divide the 40 acre illegal subdivision. He said that he and the owner of Tax Lot 27 sought a reduction in the tax assessments in 1990 and the Board of Equalization determined that the lots were "buildable lots worth more than the proposed assessment," but that the planning department considers the lots unbuildable. He submitted a copy of a recorded deed signed by L.L. Thomas and Hallie R. Thomas granting an access through the 40 acre tract, dated November 1962. He stated that there was a "massive" land slide on the proposed building area of proposed Parcel 2. He stated that the site map inaccurately shows the topography and the location of the main creek and does not show a perennial stream that crosses lots 29 and 39. He also noted that the proposed cul-de-sac is centered directly over this creek and observed that this cul-de-sac would not be feasible. He said that Northwest 124th Avenue serves lands within Washington County and within the regional urban growth boundary. He wants all of the parcels within the 40 acre parent parcel to be treated as buildable lots. He argued that before any development is approved there should be a comprehensive road and drainage plan required. He said that lot line adjustments would be very difficult to negotiate if these lots are sold. He believes the road is a road for public use.

8. Marlene Fleishman, owner of Tax Lot 36, surrounded by the parcel in question said that she has owned her lot since 1960. She is concerned about the affect of the proposed partition and access on her ability to develop her parcel.
9. Deb Endicott, owner of tax lot 39, testified. Her concerns were similar to those of other adjoining owners.
10. Mr. Parson, owner of Tax Lot 29, adjacent to the subject site to the north. He stated that he purchased is parcel in 1957 from Lew Thomas the original developer. The County did not accept 124th as a public road. Mr. Parson stated that he and others have used 124th to access his property for over 40 years. Mr. Parson stated that when his lot was created he met the minimum lot size which, at that time was 1 acre. He is concerned that approval of this application may affect his ability to develop his lot.
11. David Noren testified that the County specifically did not accept the road deed. At the time the deed was offered and recorded County acceptance of the deed was required to create a public road. He stated that this is a two-stage application. First, to lawfully create the parcel and second, to partition that parcel into three lots. He stated that the SEC requirements do not apply. He is concerned that the paving standard might not contain a consideration that a variance from the paving standards contains the factor that the burden is on the County to prove that there is a rough proportionality between the exaction and the burden created by the development. He said that the procedures of subdivision and partition are the same under the County Code. However, there may be differences in what may be required on the plat. He argued that under the County Code a subdivision relates to a single ownership. The hearing's Officer responded that here, the parent lot is the subject parcel and it has multiple owners.

The hearing was continued for one month from August 20, 1997 to September 17, 1997. The applicant provided some information on the legislative history on the amendment to ORS 92.177 and revised the site plan to relocate the cul-de-sac, locating the cul-de-sac away from the stream. He argued that the access proposed (an easement) provides access to the remaining parcels. He stated that not all of the remainder parcels will qualify for a legal lot. He argued that approving this request would not prohibit the remainder parcels from becoming legal lots. He argued that ORS 92.177 does not apply to a division of land, a "creation" of a lot under ORS 92.177 is different from a "division" of land. He said that here has been no statement by the County that the paving of the road is roughly proportional to the impacts of the development that would be approved by the County in this application. The burden is on the County to prove that the pavement requirement is roughly proportional to the impacts of the development. The County staff responded that there is a variance process available.

- C. The exhibits, which are listed on the attached exhibit list which is marked as Exhibit "B" to this decision, were received by the hearings officer and are incorporated herein.

IV. BACKGROUND

In MCC 11.45.060 the County adopted a classification system of Type 1, Type 2, Type 3 and Type 4 Land Divisions; delegated to the Hearings Officer the authority to approve tentative plans for Type 1 Land Divisions; and delegated to the Planning Director the authority to determine into which classification any proposed land division falls. The County determined that any doubt as to which classification a land division should fall in must be resolved in favor of Type 1 classification. MCC 11.45.060(E). Type 1 Land Divisions include rural partitions which create new streets. 11.45.080(C). The County Planning Director has determined that the subject application is a Type 1 Land Division.

It appears that the parent parcel was originally the northwest quarter section of Section 22 1N1W, Multnomah County. It also appears that in the 1950's and early 1960's the land owner of the 40 acre parcel, Mr. Lew Thomas, attempted to partition or subdivide his approximately 40 acre parcel and sold lots, although no partition or subdivision was approved by Multnomah County. On May 26, 1955 two deeds were issued to U.S. and Audry E. Larson. One transferred what is now Tax Lot 20 on which Mr. and Mrs. Larson built a dwelling in 1956. The other deed recorded in Book 1724, Page 597 transferred part of 124th Avenue. This land division and the issuance of these two deeds did not violate the Zoning Ordinance or the Subdivision regulations then in existence according to an August 14, 1963 letter to the District Attorney from Bob Baldwin, County Planner. Mr. Larson's house is the only dwelling on the original 40 acres.

On February 13, 1959 Mr. Thomas issued a deed to Arthur L. Willard for what is now Tax Lot 28, containing 1.54 acres. According to the August 14, 1963 letter from Bob Baldwin, that land division violated the minimum lot size requirement of 2 acres then applicable and other requirements of the zoning ordinance.

Mr. Thomas sold Tax Lot 29 to Mr. and Mrs. Parson on June 24, 1960. In April 1961 Multnomah County notified Mr. Thomas that he was dividing the parcel in conflict with State law and the County Subdivision Regulations. In July 1961 the Planning Commission discussed the subdivision with Mr. Thomas and his engineer outlining for them the subdivision regulations to follow. Mr. Thomas sold Tax Lot 36 to Stanley and Marlene Fleishman on October 27, 1961. On August 8, 1962 Mr. Thomas issued a deed to Donald and Barbara Essex. According to the August 14, 1963 letter from Bob Baldwin, those land divisions violated the County's subdivision regulations because the access did not meet county standards and did not receive county approval and also because it did not meet standards for water supply, sewage disposal, and drainage. On November 2, 1962 Mr. Thompson attempted to dedicate a road through the parcel to provide access to the subdivision or partition(s). The road that he attempted to dedicated included the portion of the road that he had earlier deeded to Mr. Larson. Multnomah County specifically refused to accept the road as a public road. Mr. Thomas then sold the majority of his holdings to another developer, Mr. Watzchie.

In May 1963 the County Planning Department notified the District Attorney that a deed purporting to dedicate a street in his parcel had been recorded without review or acceptance by Multnomah County. A Deputy District Attorney sent a letter to Mr. Thomas' attorney suggesting that Mr. Thomas process a subdivision. No application was ever made. In the August 14, 1963 letter, on behalf of the Planning Commission, Bob Baldwin requested the District Attorney to take appropriate action to correct the zoning code violations. In the letter Mr. Baldwin identified five issues: "improvement of N.W. 124th Avenue to County maintenance standards, from this property south approximately 1650 feet to N.W. Laidlaw Road, the improvement of the road dedicated within the tract to County maintenance standards, the problem of construction of adequate drainage facilities for the water course that runs through the middle of the property, the Health Department is concerned very much with two particular phases of this development; the provision of an adequate water supply and reasonable sewage disposal facilities [sic].

In 1965 Mr. Larson's attorney, Gordon Kean, by letter dated July 23, 1965 advised him that Mr. Thomas had already dedicated the road within the parcel on a plat by the words "To be dedicated to the public," and that Mr. Thomas had also deeded the road to the public on January 22, 1963 in recorded in Book 2151, Page 510. Mr. Kean stated that "This does not mean that the road has been accepted by the county, but it does mean that the area comprising the road has been dedicated to the public." Mr. Kean then advised Mr. Larson to deed back to Mr. Thompson the portion of the road that was deeded to him in 1955. The fact that the County tax assessor's records include the road as part of Tax Lot 32 indicates that Mr. Larson did deed his part of the road back to Mr. Thomas.

It appears that the parcel subject to this application was the remaining parcel held by Mr. Larson and his successors, after selling the other lots. Although there are now eleven ownerships of discrete segments of the original 40 acre parcel, only the original 40 acre parcel is recognized as a legal lot for land use purposes. I assume, without deciding, that the County also recognizes Tax Lot 20, owned by Mr. & Mrs. Larson, as a legal lot.

In 1991 the current owner of the subject parcel sent letters to surrounding property owners indicating the county's position that all owners must join in an application to legalize the lot. The applicant was unable to assemble all the owners to jointly apply. After the enactment of ORS 92.177, providing that owners of illegal lots could petition for creation of a lot without the participation in the application of all the owners of the parent parcel the applicant submitted an application to create the lot. The county took the position that acceptance and approval of such an application under ORS 92.177, providing that owners of illegal lots could 92.177 was discretionary with the County. ORS 92.177 was then amended to require a county to consider the application. A revised application was submitted December 15, 1995.

The subject parcel contains 19.71 acres. Not one of the other owners has a lot large enough to meet the 5 acre minimum. Under the provisions of ORS 92.177, the applicant asks the County to recognize Tax Lot 32 as a legal lot. Because there never has been a legal division of Tax Lot 32 from the parent 40 acre parcel that request constitutes a partition under ORS 92, the division of land into two parcels: (1) Tax Lot 32 and (2) the remainder and the remainder contains 5 discrete ownerships.

The request is to also divide Tax Lot 32 into 3 parcels. Parcel 1 contains 5.71 acres, parcel 2 contains 5.0 acres and parcel 3 contains 7.48 acres. All three parcels are proposed to be served by extensions of N.W. 124th Ave. The end of the public road is at parcels 2 and 3 with a 100 foot diameter cul-de-sac. All three parcels have frontage on the proposed public road containing approximately 1.66 acres. The applicant proposes to establish a private, non-exclusive access easement across parcel 3 to serve Tax Lots 27, 28, 29, 34, 35 and 39. Tax Lots 20, 30, 31 and 36 will be served by the extension of N.W. 124th Avenue. The private, non-exclusive easement is not proposed to be improved. The tentative partition map identifies the building envelope for each parcel which include sites for the dwellings and subsurface sewage disposal systems.

According to a letter dated June 26, 1997 from AGGRA Earth and Environmental, a geotechnical report, the project is located near the crest of the Tualatin Mountains. The soils on the site are part of the Portland Hills Silt formation underlain with Columbia River Basalt formation. Major faults are located near the project vicinity, within the Tualatin Mountains and beneath the floors of the Portland and Tualatin basins. But, most of these faults are considered inactive. Parcel 1 of the proposed partition is bordered by Bronson Creek on the north and an unnamed creek on the south.

The property is covered by the SEC-h and SEC-s overlay districts. The entire ownership is within the SEC-h overlay (wildlife habitat). A portion of the ownership (primarily parcel 3 and a small part of parcel 2 of the proposed partition) are within the SEC-s (streams) overlay. From the perspective of the original 40 acre parcel the north half is within the SEC-h overlay except Tax Lots 28, 29 and 35. (See Exhibit 3). Since the application was not made complete within 180 days of its submittal, it is subject to applicable approval criteria adopted after its submittal date. The MCC has been amended to include provisions governing the SEC-h and SEC-s designations.

The net result of recognizing Tax Lot 32 as a legal lot and the partitioning of Tax Lot 32 into three lots is the division of the parent approximately 40 acre lot into a total of four lots in calendar year 1997 - the three lots created out of Tax Lot 32 plus the remainder of the original 40 acre lot. The division of land into 4 lots is a subdivision, not a partition. Therefore, the procedure being followed in this application is the wrong procedure. A subdivision should have been requested, not a partition. However, a subdivision is also processed as a Type I proceeding.

V. Oregon Revised Statutes (ORS):

ORS 92.177 - Where application is made to the governing body of a city or county for approval of the creation of lots or parcels which were improperly formed without the approval of the governing body, the governing body of a city or county or its designate shall consider and may approve an application for the creation of lots or parcels notwithstanding that less than all of the owners of the existing legal lot or parcel has applied for the approval.

Finding. HGW, Inc. ("Applicant") attended a pre-application meeting concerning this application on February 23, 1995. The Multnomah County Department of Environmental Services, Transportation and Land Use Planning Division, advised the

applicant that (at that time) ORS 92.177 gave the County the discretion not to accept the application since the statute used the word "may." Subsequent to the pre-application meeting, the 1995 Oregon General Assembly amended ORS 92.177 by replacing the word "may" with "shall" as it presently reads. The result of the 1995 amendment required local governments to accept the application for creation of lots or parcels that were improperly formed without the approval of the local government.

In 1983, in a situation very much like this one, the Supreme court held that a lot in a subdivision not approved by the county pursuant to ORS 92 was not a legal lot of record for land use purposes. *Yamhill County v. Ludwick*, 663 P.2d 398, 294 Or. 778 (1983). In 1987 the Court of Appeals determined that all of the owners of the legal lot or parcel from which a parcel was unlawfully conveyed without having been partitioned pursuant to ORS 92 (the parent parcel), must be petitioners in an application to cure an unlawful conveyance. Simply stated, the court held that all owners of a legal lot must be applicants for a partition process to divide land. *Kilian v. City of West Linn*, 88 Or App 242, 744 P2d 1314 (1987). The 1993 Legislature sought to create a process whereby the purchaser of an unlawfully conveyed parcel (or his successor) could legalize his parcel without the cooperation of all the owners of the legal lot or parcel. The 1993 Legislature enacted the following provisions, codified as ORS 92.177.

Where application is made to the governing body of a city or county for approval of the creation of lots or parcels which were improperly formed without the approval of the governing body, the governing body of a city or county or its designate **may consider and approve** an application for the creation of lots or parcels notwithstanding that less than all of the owners of the existing legal lot or parcel have applied for the approval. (Emphasis added).

The 1995 Legislature amended this provision to provide that a county shall consider but may approve an such an application. Thus, ORS 92.177 now reads:

Where application is made to the governing body of a city or county for approval of the creation of lots or parcels which were improperly formed without the approval of the governing body, the governing body of a city or county or its designate **shall consider and may approve** an application for the creation of lots or parcels notwithstanding that less than all of the owners of the existing legal lot or parcel have applied for the approval. (Emphasis added).

It is undisputed that this provision requires the County to accept an application for the creation of lots or parcels which were unlawfully created within a lawfully created lot or parcel (parent lot or parcel) without the participation of all of the owners of the lawfully created lot or parcel. Lots or parcels which were improperly formed without the approval of the governing body are commonly labeled "illegal lots." Thus, section 92.177 enables the owner(s) of an illegal lot(s) or parcel(s) to apply for the creation of that lot(s) or parcel(s), even though not all of the owners of the parent lot are applicants for the partition or subdivision.

There are three issues presented in this case relating to the interpretation of ORS 92.177:

1. Must an application for approval of the creation of lots or parcels which were improperly created without the approval of the governing body be limited to creating, that is "legalizing" the improperly conveyed lot(s) or parcel(s) or can the application for approval of the creation of lot(s) or parcel(s) which were improperly created without the approval of the governing body also request a division of the illegal lot(s) or parcel(s)?
2. If the application for approval of the creation of the illegal lot can also include a request for the division of that lot must the subdivision procedures be followed if the request is divide the illegal lot into three lots?
3. Is the scope of the review of the application limited to the boundaries of the illegally created lot(s) or parcel(s) or can or must the review consider the entirety of the lawfully created lot (parent parcel).

The supreme Court in *Portland General Elec. Co. V. Bureau of Labor and Industries*, 859 P2d 1143, 317 Or. 606 (1993) has established a tiered analytical approach to statutory interpretation. When interpreting a statute, the task is to discern the intent of the legislature. To do that, the first level of analysis is to examine both the text and context of the statute. In that first level of analysis, the text of the statutory provision itself is the best evidence of the legislature's intent and provides the starting point for interpretation. Also at the first level of analysis, the interpreter considers the context of the statutory provision at issue, which includes other provisions of the same statute and other related statutes, and prior versions of the statute. If the legislature's intent is clear from the text and context, further inquiry is unnecessary. If, but only if, the intent of the legislature is not clear from the text and context inquiry, the interpreter will then move to the second level, which is to consider legislative history.

So, first I address the text of the ORS 92.177. There is no case law addressing this subsection. The rule of statutory construction that "The singular number may include the plural and the plural number, the singular" (ORS 174.110(1)), is applies here. The section addresses applications "for the approval of the creation of lots or parcels which were improperly formed without the approval of the governing body." This case involves an application involving a single lot that was illegally created. It also involves an application not only to legalize that illegal lot but to further divide that lot into 3 lots. The fact that the legislature used the plural in providing for applications for the "creation of lots or parcels which were improperly formed without the approval of the governing body" does not mean that more than one lot or parcel must be included in the application. The application may be to create a single lot or parcel which was improperly formed without the approval of the governing body as well as it may be to create two or more lots or parcels which were improperly formed. Thus, in this regard this case, which involves one of

eleven parcels illegally created from the parent parcel, complies with the provisions of ORS 92.177.

However, the section's provision that the city or county "may approve application for the creation of lots or parcels which were improperly created" does not mean that additional lots or parcels may be created by the application pursuant to ORS 92.177. The subject of the provision is "lots or parcels which were improperly formed." Here, the lot or parcel that was improperly formed that is the subject of the request is Tax Lot 32. The three parcels that the applicants seek to divide from Tax Lot 32 are not "lots or parcels which were improperly formed." They are not lots which can be authorized under the authority of ORS 92.177.

Different land use actions may be considered concurrently. The creation of the lot under ORS 92.177 may be heard at the same time as a proposal to divide the lot created. The land division decision is subject to all generally applicable requirements. The lot creation decision is also subject to all generally applicable requirements, except the petitioners need not include all of the owners of the legally created lot, the "parent" lot.

I next look at the context of ORS 92. ORS 92 defines a partition as dividing land into two or three parcels of land within a calendar year. It defines subdivision as dividing land into four or more lots within a calendar year. The chapter provides that "No land may be subdivided or partitioned except in accordance with ORS 92.010 to 92.190." No division of the original 40 acre parcel (except possibly the sale of Tax Lot 30) has occurred pursuant to ORS 92. ORS 192.177 exempts the application for the division from being made by all the owners of the parcel to be divided it does not exempt the application from other provisions of ORS 92. Thus, the creation of Tax Lot 32 is a division of the original parcel resulting in the creation of two parcels: (1) Tax Lot 32 and (2) the remainder. The further request to divide Tax Lot 32 into three parcels results in the division of the original parcel into 4 parcels: three parcels out of Tax Lot 32 and (2) the remainder. These four parcels are being requested to be created in calendar year 1997 and under the definitions of ORS 92 constitute a subdivision not a partition. I conclude that the applicant's reliance on ORS 92.177 as authority to make an application for both approval of the creation of the land area owned by him which was illegally created and also as authority to make an application for the further division of that parcel is misplaced. ORS 92.177 only authorizes an application for the creation of a parcel that was improperly created where less than all of the owners of the parcel are the applicants.

The applicant argues that ORS 92.177 does not require that the entire legal ownership be legalized, but instead allows less than all of the owners to apply for approval of a lot or parcel of their illegally created ownership. The applicant argues that because the application is for "creation" of a lawful parcel, rather than for the "division" of that parcel from the original 40 acre unit, the division of Tax Lot 32 into three separate parcels does not constitute a subdivision. He states that to subdivide land is to divide the land into four or more lots within a calendar year. Here, he argues, there is the creation of a lawful parcel, and then the division of that parcel. The essence of ORS 92.177 is to allow the creation of a legal lot or parcel precisely

because a division of the proposed legal lot or parcel from the original unit cannot occur without all owners of the original unit joining in the application. He thus suggests that there is a procedural and substantive distinction between dividing land and creating a lot or parcel.

A subdivision and a partition are defined in ORS 92.010 mean to "divide" land. ORS 92.177 authorizes the creation of a lot without participation of the owners of the remainder of the lot from which it was created. However, a lot is defined in ORS 92.010 as a unit of land that is "created" by a subdivision and a parcel is defined as a unit of land that is "created" by a partition. ORS 92.018 provides that a "person who buys a lot or parcel that was created without approval" may bring an action against the seller. Thus lots and parcels are the product of, are created by, partitions and subdivisions, which may be either lawfully or unlawfully established. ORS 92.177 is not ambiguous. The creation of a lot in the context of ORS 92 is a partitioning or division of the parcel resulting in the creation of at least two (2) parcels.

The chapter prohibits counties from approving a partition "unless the tentative plan complies with the applicable zoning ordinances and regulations. ORS 92.046(5). One requirement of the zoning ordinance is that lots shall not be created with less than a minimum of 5 acres. The configuration of the parcel to be created surrounds three parcels, Tax Lots 34, 36 and 39, each having less than the 5 acre minimum parcel size required by the zoning ordinance. The approval of the creation of Tax Lot 32 has the effect of creating these substandard parcels in addition to the parcels requested to be created. In addition it has the effect of creating a substandard 2.01 acre tract to the south (Tax Lots 30 and 31). It also creates a tract to the north containing a total of 8.52 acres which could be combined into a lot meeting the minimum lot size requirements. Approval of the application would violate the requirement that all applicable zoning ordinances and regulations be complied with. When a parcel is divided all the parcels created must comply with the zoning requirements. This proposed land division results in the creation of the lot to be divided and a five (5) parcel remainder. Four of the five parcels in the remainder do not meet the minimum lot size requirements. This parcel can not be created and at the same time remain consistent with the minimum lot size requirements of the zoning code.

Because the applicant argued that the legislature intended ORS 92.177 to apply to cases such as this one I requested some information on the legislative history. It is undisputed that the purpose of the legislation was to overrule Kilian to provide a mechanism for individual owners of illegal lots or parcels to have those parcels "legalized" by obtaining approval of the creation of a lot or parcel independent of the other owners of the original legal parcel. It is not clear however that the legislature intended that the parcel should be "legalized" without consideration to the compliance of the remainder of the legal parcel with land use regulations. Considering the context of ORS 92 the legislature intended that the division be consistent with all applicable zoning requirements. The applicant argues that the approval or denial of the requested lot creation must depend on whether the lot or parcel proposed for legalization meets the standards of the local government without consideration of the effect of the creation of the parcel on the remainder

parcel. The applicant provided some legislative history on the amendment to ORS 92.177 but none on the original adoption of the provision. The history of the amendment does not contain anything enlightening on the legislative intent of the provision.

My interpretation of ORS 92.177 does not render the provision purposeless or without useful application in appropriate circumstances. In those case where lots or parcels have been improperly created because of flaws in procedure but are substantively in compliance with regulations the provision would be useful. It would also have application in those cases where the lot to be created was substantively in compliance and the remainder parcel could be made to comply. The language in ORS 92.177 only requires that a county consider an application for the creation of an improperly created lot, it does not mandate that the county approve the application.

The Hearings Officer must find that the proposal meets the approval criteria of the following Zoning Code, and Comprehensive Plan Policies.

VI. Land Division Code Requirements

A. 11.45.230 - Criteria for Approval of a Type 1 and Type 2 Tentative Plan and Future Street Plan .

In granting approval of a Type 1 or Type 2 tentative plan or future street plan, the approval authority shall find that:

- (A) The tentative plan or future street plan is in accordance with the applicable elements of the Comprehensive Plan;**

Finding. The applicable comprehensive Plan Policies are addressed separately in this decision.

- (B) Approval will permit development of the remainder of the property under the same ownership, if any, or of adjoining land or of access thereto, in accordance with this and other applicable ordinances.**

Finding. The County's Policy is not to permit development on lot or parcels unlawfully created. The existing lot or parcel configuration unlawfully created four substandard parcels to the north. There are two substandard parcels to the south and three substandard parcels it surrounds. The application proposes to lawfully establish Tax Lot 32 and partition from it three lots of five or more acres. Approval will not permit development of adjoining land.

- (C) The tentative plan or future street plan complies with the applicable provisions, including the purposes and intent of this Chapter.**

Finding. Determination of compliance with this requirement is addressed throughout this decision.

(D) The tentative plan or future street plan complies with the Zoning Ordinance or a program change thereto associated with the tentative plan proposal;

Finding. This land division is located in the RR zoning district. MCC 11.15.2218 requires that the minimum lot size be five (5) acres. Each of the three (3) proposed parcels meets this criterion. The three lots that it surrounds do not meet the minimum lot size. Tax Lot 34 contains 2 acres, Tax Lot 36 contains 1.93 acres. The lots on the perimeter of the parcel also do not meet the minimum lot size. There are two tax lots to the south, Tax Lots 30 and 31 that contain 1.01 and 1.0 acres respectively. There is one tax lot to the southwest, Tax Lot 20, that contains 3.81 acres, which appears to have been legally created. There are four tax lots to the north, Tax Lots 27, 28, 29 and 35 that contain .89, 1.54, 3.00 and 3.09 acres respectively. All of the adjacent parcels appear to be part of a subdivision or partition(s) that have never been approved by Multnomah County. The tentative plan does not comply with the zoning ordinance because it creates parcels that do not comply with the Code.

MCC 11.15.2228 requires that each parcel abut a street, or have other access determined by the Hearings Officer to be safe and convenient for pedestrians and passenger and emergency vehicles. The applicant proposes to extend NW 124th Avenue part way north through Tax Lot 32 ending in a cul-de-sac at Lots 2 and 3 and a hammerhead at lot 1. A private non-exclusive easement across lot 3 is proposed to serve Tax Lots 27, 28, 29, 34, 35 and 39. It is not proposed to improve the easement.

MCC 11.15.0010 defines a "street" as:

A public way which provides vehicular and pedestrian access to adjacent properties. It shall include the terms Street, Road, Avenue, Boulevard, Lane, Place, and other such terms.

A "Private Street" is defined as:

"A street which is either a private driveway or an accessway, which is under private ownership, and which passes through or alongside the full length or width of a separate lot or parcel, either existing or proposed."

An "accessway" is defined as:

"A private street which is not a part of a lot or parcel and which provides access to more than one lot or parcel."

In general the code requires that lots be provided by a street, which may be either public (county maintained) or private. Private streets can not be part of a lot or parcel. The hearings officer could approve other access if the hearings officer can find that alternative access is safe and convenient for pedestrians and passenger and emergency vehicles. The applicant has provided nothing to show that the proposed access meets this criteria.

Therefore, it cannot be concluded that the tentative plan complies with the zoning ordinance.

- (F) The streets are laid out and designed so as to conform, within the limits of MCC 11.45.490 and 11.45.500 and the Street Standards Ordinance, to the plats of subdivisions and maps of partitions already approved for adjoining property unless the approval authority determines it is in the public interest to modify the street pattern; and
- (G) Streets held for private use are laid out and designed so as to conform with MCC 11.45.490 and 11.45.500 and the Street Standards Ordinance, and are clearly indicated on the tentative plan and all reservations or restrictions relating to such private streets, including ownership, are set forth thereon.

Finding. This criterion requires that the application satisfy MCC 11.45.490 and .500. Those two sections of the code are discussed separately. The applicant's proposed location of the public non-exclusive easement is based upon two factors. First, it is located so as to serve Tax Lots 27, 28, 29, 34 and 35. Secondly, it reflects the location of the proposed public road from the 1961 subdivision and of an old logging road. Parcels to the east of the can be served from the east by an extension of Saltzman Road. The streets are laid out to provide access to the parcels within the illegally subdivided parent parcel.

Because there are other reasons for denial of the requests the hearings officer has not determined whether the reservations or restrictions relating to the private street are clearly indicated on the tentative plan.

- (H) Approval will permit development to be safe from known flooding and flood hazards. Public utilities and water supply systems shall be designed and located so as to minimize or prevent infiltration of flood waters into the system. Sanitary sewer systems shall be designed and located to minimize or prevent:
 - 1. The infiltration of flood waters into the system; and
 - 2. The discharge of matter from the system into flood waters.

Finding. This hillside property is not subject to flooding or flood hazards. Public water and sanitary sewer are no proposed to be provided to the property. Individual sanitary sewer systems, when installed according to sanitary requirements will met this criteria.

B. 11.45.460 - Land Suitability

A land division shall not be approved on land found by the approval authority to be both unsuitable for the intended uses because of any of the following characteristics:

- (A) Slopes exceeding 20%;
- (B) Severe soil erosion potential;
- (C) Within the 100-year flood plain;

- (D) A high seasonal water table within 0-24 inches of the surface for three or more weeks of the year;
- (E) A fragipan or other impervious layer less than 30 inches from the surface; or
- (F) Subject to slumping, earth slides or movement.

Finding. This criteria has been addressed under Comprehensive Plan Policy 14 of this report.

C. 11.15.470 - Lots and Parcels

The design of lots and parcels shall comply with the following:

- (A) The size, shape, width, orientation and access shall be appropriate:
 - (1) To the types of development and uses contemplated;
 - (2) To the nature of existing or potential development on adjacent tracts;
 - (3) For the maximum preservation of existing slopes, vegetation and natural drainage;
 - (4) To the need for privacy through such means as transition from public to semi-public use areas and the separation of conflicting areas by suitable distances, barriers or screens; and
 - (5) To the climactic conditions including solar orientation and winter wind and rain.

Finding. Each of the proposed three parcels meets the dimensional requirements of the Rural Residential ("RR") zoning district. MCC 11. 15.2218(A) imposes a minimum lot size of five (5) acres. Each of the three (3) parcels meets or exceeds this requirement. The dimension and size of the parcels are such that a proposed primary dwelling on each of the three parcels can meet the minimum yard dimensions set forth in MCC 11.15.2218(C). The parcels' size, shape, width, orientation and access will interfere with or hinder the potential development on the adjacent ownerships. Development on the subject tract will reduce the available options for legalizing the remainder of the parcels. The design and shape of the proposed parcels and the access are not appropriate to the potential development on adjacent tracts. It is not shown that the request provides the maximum preservation of existing slopes, vegetation and drainage considering development alternatives for the parent parcel. All of the general area is rural residential. Subsection 4 does not apply. The applicant has provided no evidence concern climactic conditions, including solar orientation and winter wind and rain. The lot size and shape of the proposed is sufficient to allow a building area on the most appropriate and flattest portion of each parcel, while maximizing the preservation of existing slopes, vegetation and natural drainage, and meeting the need for privacy. However, the parcels created by the remainder are not of sufficient size to meet the Code's minimum lot size requirements.

- (B) The side lot lines shall be perpendicular to the front lot line or radial to the curve of a street, to the extent practicable.

Finding. The side lot lines of each proposed parcel are perpendicular to the front lot lines to the extent practicable. LDO 11.45.470(B). The shape of parcel 3 is dictated by the

ownership shape. The developable portion of parcel 3 is the area east of tax lot 39, while the area west of tax lot 39 provides for the private, non-exclusive easement.

- (C) Double frontage or reverse frontage lots or parcels shall be provided only when essential for separation of land uses from arterials or to overcome specific disadvantages of topography or orientation.

Finding. None of the lots are double-frontage or reverse-frontage lots.

D. 11.15.490 Street Layout

- (A) Except as otherwise provided in subsections (B) and (C) of this section, the arrangement of streets in a land division shall be designed:
 - (1) To conform to the arrangement established or approved in adjoining land divisions;
 - (2) To continue streets to the boundary of any adjoining undivided tract where such is necessary to the proper development of the adjoining land;
 - (3) To assure the maximum possible preservation of existing slopes, vegetation and natural drainage;
 - (4) To limit unnecessary through traffic in residential areas;
 - (5) To permit surveillance of street areas by residents and users for maximum safety;
 - (6) To assure building sites with appropriate solar protection from wind and rain;
 - (7) To assure storm water drainage to an approved means of disposal; and
 - (8) To provide safe and convenient access.
- (B) Where topography or other conditions make conformance to the existing street pattern or continuance to an adjoining tract impracticable, the street layout shall conform to an alternate arrangement authorized by the approval authority.
- (C) Where a street layout affecting the proposed land division has been established by the Comprehensive Plan, a future street plan under MCC 11.45.160, or as an element of a Special Plan Area under MCC 11.15.6604, the arrangement of street in the land division shall conform to the established layout.
- (D) A half street may be permitted only where appropriate to the future division of adjoining property, provided that when possible, additional dedicated right-of-way exceeding one-half of a street may be required to provide adequate width to accommodate two-way vehicle traffic.
- (E) When necessary for adequate protection of existing or proposed land uses or to afford separation of through and local traffic, a land division abutting or containing an existing or proposed arterial may be required

to include, among other things, a frontage street, reverse frontage lots with extra depth, or screen plantings in a non-access reservation along a property line.

Finding. There are reasons that the request should be denied unrelated to the requirements of 1.15.490. The Hearings Officer has therefore not considered whether the proposed street layout complies with these criteria.

E. 11.45.500 Street Design

The width, design and configuration of all streets in or abutting the land division shall comply with applicable ordinance standards as follows:

- (A) For a public street - in accordance with the Street Standards Ordinance; and
- (B) For a private street - in accordance with the Street Standards Ordinance, subject to the following additional requirements:
 - (1) Accessways shall be designed in accordance with *Permit Requirements for Accessway Construction* published by the Multnomah County Department of Environmental Services. Accessways shall have a maximum length of 400 feet and serve building sites for not more than 18 dwelling units. A cul-de-sac shall terminate with a turnaround having a radius of 50 feet.
- (C) A cul-de-sac shall be as short as possible and shall have a maximum length of 400 feet and serve building sites for not more than 18 dwelling units. A cul-de-sac shall terminate with a turnaround having a radius of 50 feet.

Finding. There are reasons that the request should be denied unrelated to the requirements of 1.15.500. The Hearings Officer has therefore not completely considered whether the proposed street design complies with these criteria. The Hearings Officer does note that the proposed cul-de-sac does not comply with the subsection (C). The cul-de-sac begins at NW Laidlaw and greatly exceeds the maximum length of 400 feet.

Multnomah County Right-of-Way commented on this Land Division. NW 124th Avenue is classified as a local access road under the County's Functional Classification of Trafficways. The right-of-way width required for such a road classification is 50 feet in width, which currently exists north of NW Laidlaw Road. The existing roadway north of NW Laidlaw Road, and the sole means of access to the proposed land division does not meet County nor local fire department standards at this time.

The gravel road is under ten feet in width at various locations at this time. Multnomah County's basic rural road standard shown on table 5.2 from MCC Chapter 11.60 requires a paved width of 24 feet to be constructed within a 50' wide right-of-way. Under Section 02.300 of the County Street Standards, it is the County policy to require off-site

improvements as a condition of granting a development permit to satisfy safety requirements, maintenance requirements, uniform fire code requirements and other public service requirements, and to protect the public from potentially detrimental effects of a proposed development. A development accessing to a public street, not County maintained, is to provide a two-way paved roadway at least 20 feet in width connecting the road improvements in the land division to the nearest publicly maintained road (NW Laidlaw Road). Engineered street improvement plans are to be reviewed by the local fire district and approved by Multnomah County. To modify these access requirements requires the applicant request a variance process under section 04 of the County Street Standards.

VII. Zoning Ordinance Standards (MCC 11.15)

Rural Residential Zone

A. 11.15.2218 Dimensional Requirements

- (A) Except as provided in MCC .2220, .2222, .2224 and .7720, the minimum lot size shall be five acres.
- (B) That portion of a street which would accrue to an adjacent lot if the street were vacated shall be included in calculating the area of such lot.

(C) Minimum Yard Dimensions - Feet

| Front | Side | Street Side | Rear |
|-------|------|-------------|------|
| 30 | 10 | 30 | 30 |

Maximum Structure Height – 35 feet

Minimum Front Lot Line Length – 50 feet.

Finding. The proposed parcels to be created from Tax Lot 32 are large enough for structures to meet the front, side and rear yard requirements. Future structures on the parcels will be required to comply with the minimum yard requirement. The building area the applicant identified on the tentative plan of Parcel 1 encroaches into the rear yard setback and on Parcel 3 encroaches into the side yard setback. The "parcels" that remain after creation of Tax Lot 32 do not meet the dimensional standards of the zone. Allowing the proposed development reduces the available options for making those parcels comply with the Code.

- (D) The minimum yard requirement shall be increased where the yard abuts a street having insufficient right-of-way width to serve the area. The Planning Commission shall determine the necessary right-of-way

widths and additional requirements not otherwise established by Ordinance.

Finding. This criterion does not apply because the right-of-way width of 124th Avenue and the proposed street right-of-way width comply with County standards.

- (E) Structures such as barns, silos, windmills, antennae, chimneys, or similar structures may exceed the height requirement if located at least 30 feet from any property line.

Finding. This criterion can be complied with and assured on review of the building permits.

B. 11.15.2228 Access

Any lot in this district shall abut a street, or shall have other access determined by the Hearings Officer to be safe and convenient for pedestrians and passenger and emergency vehicles.

Finding. This criterion is address above under 11.45.230(D).

VIII. Significant Environmental Concern - SEC Requirements

Finding. After the application was filed the County staff determined that the SEC requirements do not apply to this request because this proposal does apply to any uses of the land. The road may require SEC review. There are reasons that the request should be denied unrelated to the SEC requirements. The Hearings Officer has therefore not considered whether the SEC requirements apply.

IX. Comprehensive Framework Plan Policies:

In granting approval of a Type 1 or Type 2 tentative plan or future street plan, the approval authority shall find that the tentative plan or future street plan is in accordance with the applicable elements of the Comprehensive Plan.

A. POLICY NO. 13, AIR, WATER AND NOISE QUALITY.

MULTNOMAH COUNTY, ... SUPPORTS EFFORTS TO IMPROVE AIR AND WATER QUALITY AND TO REDUCE NOISE LEVELS. ... FURTHERMORE, IT IS THE COUNTY'S POLICY TO REQUIRE, PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION, A STATEMENT FROM THE APPROPRIATE AGENCY THAT ALL STANDARDS CAN BE MET WITH RESPECT TO AIR QUALITY, WATER QUALITY, AND NOISE LEVELS.

Finding. This Plan policy requires that prior to the approval of a quasi-judicial action " a statement from the appropriate agency that all standards can be met with respect to air quality, water quality, and noise levels" shall be required. The applicant has not provided a

statement from appropriate agencies that all air and water quality and noise level standards will be met. For residential parcels, there are no air quality or noise level issues. Thus, while Plan policy 13 is a mandatory approval criterion, it is inapplicable in this case since this application proposes to create single-family dwelling lots.

With respect to water quality, the issue is associated with the impact of subsurface disposal systems and storm water runoff on adjacent drainages. In a June 27, 1997 letter from Mr. Larry C. Porter, Project Manager for this application on behalf of the applicant. (Exhibit 6) Mr. Porter states that the applicant has submitted requests for individual on-site subsurface sewage system approvals to the City of Portland. Upon a determination of approval by the City of Portland Bureau of Buildings, subsurface sewage disposal systems can be constructed in accordance with applicable administrative rules. Storm water quality standards will apply to development. Thus, water quality standards can be met by this application by compliance with both sanitary sewer and storm water applicable regulations.

B. POLICY NO. 14, DEVELOPMENTAL LIMITATIONS.

THE COUNTY'S POLICY IS TO DIRECT DEVELOPMENT AND LAND FORM ALTERATIONS AWAY FROM AREAS WITH DEVELOPMENT LIMITATIONS EXCEPT UPON A SHOWING THAT DESIGN AND CONSTRUCTION TECHNIQUES CAN MITIGATE ANY PUBLIC HARM OR ASSOCIATED PUBLIC COST, AND MITIGATE ANY ADVERSE EFFECTS TO SURROUNDING PERSONS OR PROPERTIES. DEVELOPMENT LIMITATIONS AREAS ARE THOSE WHICH HAVE ANY OF THE FOLLOWING CHARACTERISTICS:

- A. Slopes exceeding 20%;**
- B. Severe soil erosion potential;**
- C. Land within the 100 year flood plain;**
- D. A high seasonal water table within 0-24 inches of the surface for 3 or more weeks of the year;**
- E. A fragipan less than 30 inches from the surface;**
- F. Land subject to slumping, earth slides or movement.**

Finding. This Plan policy identifies six (6) development characteristics and requires that development be directed away from such areas "except upon a showing that design and construction techniques can mitigate any public harm or associated public cause, and mitigate any adverse effects to surrounding persons or properties." Exhibit 2 is a July 1997 letter from AGRA Earth & Environmental, Inc. to Mr. Larry Porter.

The letter reports that AGRA personnel examined each proposed building site on the the (3) parcels by visiting the site on June 26 and July 11, 1997. The letter reports that the site consists of gently to moderately sloping ridges with two primary drainages traversing the site from east to west. The primary drainage runs between Lots 1 and 2 of the proposed partition, constituting the upper reaches of Bronson Creek. Several smaller intermittent streams feed Bronson Creek from the north. Another major drainage runs from east to west along the southern portion of propose parcel 1. According to the letter, the drainage ways have fairly steep side slops and recently gullyng and erosion are present.

The building areas of the proposed parcels are on moderately sloping land that shows no sign of instability. (See Exhibit 2 at page 3.) AGRA reports that the building area on Parcel 2 does not have gross stability problems but recommends

further study at the time of construction. (See Exhibit 2 at page 3.) Finally, AGRA reported that the building area for parcel 3 has been moved to a flatter area away from the steeper portion of that parcel and recommends further study. (See Exhibit 2 at page 3.)

The letter noted the two major drainageways on the site and none of the three building areas were within those drainageways. The letter did not indicate that the building areas were within a 100-year flood plain, contained a high seasonal water table with 0-24 inches of the surface for three or more weeks of the year, or a fragipan less than 30 inches from the surface.

The *Soils Survey of Multnomah County, Oregon*, prepared by the USDA Soils Conservation Service identifies the soils on the site as being Cascade silt loam (7C, 7D, & 7E) [pgs 24-27 SCS]. These soils have the following characteristics:

- All the soils identified have a fragipan at a depth of 20 to 30 inches.
- A water table is at a depth of 18-30 inches from December through April, in regards to all soils on the parcel.
- The hazard of erosion is assessed as "moderate" on 7C soils and "high" on 7D & 7E soils.

The applicant has submitted a geotechnical report demonstrating that the conditions listed under Plan policy 14 are not present or, if present, can be mitigated through satisfactory construction techniques. (See Exhibit 4.)

The entire parcel includes land with development limitations which directly relate to soil stability, erosion, and drainage issues. By requiring as a condition of approval that all dwellings, structures and associated earth disturbing activities obtain approval of a Grading and Erosion Control Permit or Hillside Development Permit, Compliance with this criteria can be assured.

From the limited perspective that the proposed development involves Tax Lot 32 only, the Hearings Officer can find that the proposed parcels and building areas on each parcel are directed away from areas with identified development limitations or sufficient evidence exists that where such limitations are present, design and construction techniques can mitigate an public harm or associated public cost and mitigate any adverse effects to surrounding persons or properties. However, from the perspective that the Hearings Officer has adopted that the effects of the creation of Tax Lot 32 has on the remainder of the parent parcel, it is not shown that these criteria are met.

C. POLICY 16

**THE COUNTY'S POLICY IS TO PROTECT NATURAL RESOURCES,
CONSERVE OPEN SPACE, AND TO PROTECT SCENIC AND HISTORIC**

AREAS AND SITES. THESE RESOURCES ARE ADDRESSED WITHIN SUB-POLICIES 16-A THROUGH 16-L.

Finding. Strategy "B" provides that areas with significant resource values will be designated SEC and that overlay zoning district will provide for a development review process to protect those values. That review process is implemented through the provisions of MCC Chapter 11.64. After the application was filed, the planning staff determined that the SEC criteria do not apply.

E. POLICY 33a: TRANSPORTATION SYSTEM

THE COUNTY'S POLICY IS TO IMPLEMENT A BALANCED, SAFE AND EFFICIENT TRANSPORTATION SYSTEM. IN EVALUATING PARTS OF THE SYSTEM, THE COUNTY WILL SUPPORT PROPOSALS WHICH:

- A. IMPLEMENT THE COMPREHENSIVE PLAN;**
- B. BEST ACHIEVE THE OBJECTIVES OF THE SPECIFIC PROJECT;**
- C. PROTECT OR ENHANCE WATER AND AIR QUALITY AND REDUCE NOISE LEVELS;**
- D. PROTECT SOCIAL VALUES AND THE QUALITY OF NEIGHBORHOODS AND COMMUNITIES;**
- E. SUPPORT ECONOMIC GROWTH;**
- F. PROVIDE A SAFE, FUNCTIONAL AND CONVENIENT SYSTEM; AND**
- G. PROVIDE OPTIMUM EFFICIENCY AND EFFECTIVENESS OF INVESTMENT.**
- H. UPDATE AND REFINE THE BICYCLE CORRIDOR CONCEPT PLAN.**

THE COUNTY WILL ALSO CONSIDER:

- I. EQUALITY OF ACCESS TO URBAN OPPORTUNITIES;**
- J. THE DEGREE OF MOBILITY AVAILABLE TO ALL PEOPLE IN TERMS OF ALTERNATIVE TYPES OF TRANSPORTATION;**
- K. ENERGY CONSERVATION AND EFFICIENCY;**
- L. SYSTEM FLEXIBILITY;**
- M. PEDESTRIAN CROSSING AND SAFETY; AND**
- N. THE NEED FOR LANDSCAPING AND OTHER DESIGN TECHNIQUES NECESSARY FOR VISUAL ENHANCEMENT.**

Finding. The applicant proposes to extend the dedicated public right-of-way currently terminating at the southern boundary of this property to serve all three (3) parcels. A public non-exclusive easement across parcel 3 is proposed to be extended to serve tax lots 27, 28, 29 and 35. The portion of the public right of way to be extended will be a fifty (50) foot wide right of way. There are reasons that the request should be denied unrelated to the requirements of Policy 33a. The Hearings Officer has therefore not considered whether the request complies with these criteria.

F. POLICY NO. 37, UTILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

WATER AND DISPOSAL SYSTEM

- A. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC SEWER AND WATER SYSTEM, BOTH OF WHICH HAVE ADEQUATE CAPACITY; OR
- B. THE PROPOSED USE CAN BE CONNECTED TO A PUBLIC WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM ON THE SITE; OR
- C. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) WILL APPROVE A SUBSURFACE SEWAGE DISPOSAL SYSTEM; OR
- D. THERE IS AN ADEQUATE PRIVATE WATER SYSTEM, AND A PUBLIC SEWER WITH ADEQUATE CAPACITY.

DRAINAGE

- E. THERE IS ADEQUATE CAPACITY IN THE STORM WATER SYSTEM TO HANDLE THE RUN-OFF; OR
- F. THE WATER RUN-OFF CAN BE HANDLED ON THE SITE OR ADEQUATE PROVISIONS CAN BE MADE; AND
- G. THE RUN-OFF FROM THE SITE WILL NOT ADVERSELY AFFECT THE WATER QUALITY IN ADJACENT STREAMS, PONDS, LAKES OR ALTER THE DRAINAGE ON ADJOINING LANDS.

ENERGY AND COMMUNICATIONS

- H. THERE IS AN ADEQUATE ENERGY SUPPLY TO HANDLE THE NEEDS OF THE PROPOSAL AND THE DEVELOPMENT LEVEL PROJECTED BY THE PLAN; AND
- I. COMMUNICATIONS FACILITIES ARE AVAILABLE.

Finding. This item requests that the application address Plan Policy 37 which applies to utilities. Exhibit 5 is letter from Roy N. Jannsen, Secretary and Treasurer of the A.M. Jannsen Well Drilling Company, Inc. Mr. Jannsen's June 26, 1997 letter states that his company has been drilling wells in the vicinity for 30 years and, based on that experience, he believes "it is feasible to obtain an adequate water supply from a well at each of the

three lots for domestic use." This letter provides sufficient evidence for the County to impose a condition of approval requiring establishment of an adequate private water system pursuant to Policy 37, "Water and Disposal System 'C'."

The applicant has provided a letter demonstrating that there is sufficient evidence to show that each of the three lots can accommodate a subsurface sewage disposal system pursuant to Policy 37, "Water and Disposal System 'C'". (See Exhibit 6.) There is no evidence that the parcels created out of the remainder of the parent parcel can accommodate a subsurface sewage disposal system.

The lots are large enough to provide for water run-off handled on-site pursuant to Policy 37, "Drainage 'F'".

Finally, the County can take official notice that an adequate energy supply and the presence of telecommunication facilities in this area are such that Policy 37, "Energy and Communications 'H' and 'I' are satisfied.

G. POLICY NO. 38, FACILITIES.

THE COUNTY'S POLICY IS TO REQUIRE A FINDING PRIOR TO APPROVAL OF A LEGISLATIVE OR QUASI-JUDICIAL ACTION THAT:

SCHOOL

- A. THE APPROPRIATE SCHOOL DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.**

FIRE PROTECTION

- B. THERE IS ADEQUATE WATER PRESSURE AND FLOW FOR FIRE FIGHTING PURPOSES; AND**
C. THE APPROPRIATE FIRE DISTRICT HAS HAD AN OPPORTUNITY TO REVIEW AND COMMENT ON THE PROPOSAL.

POLICE PROTECTION

- D. THE PROPOSAL CAN RECEIVE ADEQUATE LOCAL POLICE PROTECTION IN ACCORDANCE WITH THE STANDARDS OF THE JURISDICTION PROVIDING POLICE PROTECTION.**

Finding. The applicant submitted a completed school district review form from the school district stating "This property is served by elementary, middle and high schools which presently have the capacity to serve a single family dwelling built on this property." The addition of two (2) single-family dwellings will not generate students substantially greater than one (1) single-family dwelling.

The applicant submitted a completed police services review form stating that the level of police service available to the site is adequate. These statements satisfy Plan policies 38(A) and (D).

Finally, the applicant submitted a completed fire district review form with the December 15, 1995 application stating that no water pressure is available for fire fighting purposes.

A condition of approval can be imposed to require the to applicant provide a water well on each parcel that will have sufficient capacity for the fire district. This Plan policy ca satisfied by compliance with the condition of approval.

X. Conclusion and Decision

Based on the findings and conclusions contained in this decision, the Hearings Officer hereby **DENIES** the Land Division request.

Dated this 1st day of October, 1997

A handwritten signature in cursive script that reads "Deniece B. Won".

Deniece B. Won.
Hearings Officer



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

NOTICE OF REVIEW

1. Name: Noren, C., David (Attorney at Law)

2. Address: P.O. Box 586, Hillsboro, OR 97123

3. Telephone: (503) 640 - 2661

4. If serving as a representative of other persons, list their names and addresses:

Forest Park Estate (Partnership) - Applicant/Owner

HGW, Inc. (General Partner)

11H

ZONING

500.00

5. What is the decision you wish reviewed (e.g., denial of a zone change, approval of a subdivision, etc.)?

Denial of Type I Land Division

TOTAL 500
0000-001 10/13
8858 JOANH 1:2

6. The decision was announced by the Hearing Officer on October 3, 19 97

7. On what grounds do you claim status as a party pursuant to MCC 11.15.8225?

Forest Park Estate is the applicant and appeared before
the hearings officer by its attorney, David C. Noren, and
its agent, Larry Porter.

8. Grounds for Reversal of Decision (use additional sheets if necessary):

The hearings officer improperly construed ORS 92.177, improperly construed access requirements, and erred by requiring the applicant to demonstrate that units of land which are not controlled by the applicant or part of this application comply with county land division and zoning requirements. See attachment.

9. Scope of Review (Check One):

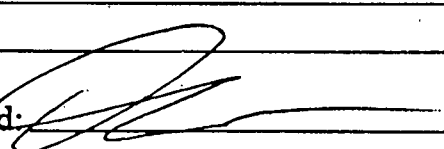
(a) ☐ On the Record

(b) ☐ On the Record plus Additional Testimony and Evidence

(c) ☒ De Novo (i.e., Full Rehearing) Pursuant to continuing Board resolution.

10. If you checked 9(b) or (c), you must use this space to present the grounds on which you base your request to introduce new evidence (Use additional sheets if necessary). For further explanation, see handout entitled *Appeal Procedure*.

Additional evidence concerning the ability of adjoining properties to qualify as lawful lots or parcels has emerged since the initial hearing, and has a new relevance significance in light of the hearings officer's interpretation of ORS 92.177. The new evidence would not surprise or prejudice any party.

Signed: 

Date: October 10, 1997

For Staff Use Only

Fee:

Notice of Review = \$500.00

Received by: _____ Date: _____ Case No. _____

CASEFILE LD 9-95a
ATTACHMENT TO NOTICE OF REVIEW
(GROUNDS RELIED UPON FOR REVIEW)
(2 pages)

The statement of grounds relied upon for review is provided pursuant to MCC 11.15.8260(B)(2). However, because the appeal hearing is de novo pursuant to Board resolution, the hearing is "as if the action had not been heard by the Planning Commission or Hearings Officer, and as if no decision had been rendered, except that all testimony, evidence and other material received by the Planning Commission or Hearings Officer shall be included in the record." MCC 11.15.8270(F). While the notice of review statement is framed in terms of errors in the hearings officer decision, the scope of the Board's hearing will include the applicable standards and criteria identified by the staff report for approval of the Type 1 land division application. The application is for approval of the creation of the improperly formed 19.71-acre parcel, and division of that parcel into three parcels.

The application was made pursuant to ORS 92.177, which provides for review of an application "for approval of the creation of lots or parcels which were improperly formed without the approval of the governing body." The subject property, Tax Lot 32, is a portion of a 40-acre piece that was illegally divided in the late 1950s and early 1960s. The hearings officer construed ORS 92.177 to require that the entire 40-acre piece be the subject of the land division, not just the 19.71-acre parcel for which approval is sought. More problematically, after ruling that approval of the application would divide Tax Lot 32 from the remainder of the original piece, the hearings officer also ruled that approval of the application would "create" various individual substandard parcels, even though these parcels had already been "created" by illegal divisions and were not proposed to be created or approved as legal parcels in this application. The hearings officer erred in concluding, at page 11 of her opinion, that "this proposed land division results in the creation of the lot to be divided and a five (5) parcel remainder." Instead, it results in the legalization of the 19.71-acre parcel, with the remainder of the 40-acre piece still eligible for legalization through a similar process. So long as approval of this application does not preclude the future legalization of the remainder pursuant to an application under ORS 92.177, this application complies with ORS chapter 92, with the language and intent of ORS 92.177, and with the county's land division and zoning requirements. The hearings officer's decision does not address the applicant's evidence concerning how the remainder could qualify for legalization under ORS 92.177. Additional evidence, including input from owners of portions of the remainder, may be offered at the de novo hearing to better explain why approval of this application neither creates substandard parcels nor precludes future approval of legal parcels that may be developed.

Because of the incorrect interpretation of ORS 92.177, the hearings officer required a showing that all units of land in the original 40-acre piece, including those created illegally by deed and not part of the application, comply with the land division and zoning ordinance standards applicable to the 19.71 acre parcel proposed for approval. The hearings officer thus incorrectly found (page 12) that approval of the application

would not permit development of adjoining properties, because they are presently of substandard size and not legal parcels. The hearings officer similarly found (page 15), again incorrectly, that the size, shape, and orientation of the proposed parcels would interfere with development on adjacent tracts, again based on the fact that the illegally created parcels cannot develop in their present configuration. The hearings officer's decision does not address the applicant's evidence that the land within the illegal parcels could be configured to meet size and access requirements and thus also qualify for approval as legal parcels. Finally, the hearings officer also found that the application did not comply with plan Policy No. 14, "from the perspective that the Hearings Officer has adopted that the effects of the creation of Tax Lot 32 has on the remainder of the parent parcel...." (page 21).

The hearings officer improperly construed the access requirements of MCC 11.15.2228, which requires that any lot in the Rural Residential district "shall abut a street, or shall have other access determined by the hearings officer to be safe and convenient for pedestrians and passengers and emergency vehicles." The applicant proposed a non-exclusive easement for public travel, which meets the county's requirement for access if it is safe and convenient; the appropriate fire district provided a letter that the proposed access meets its standards. The hearings officer did not address the applicant's contention that use of an easement rather than a street will facilitate the eventual legalization of the remainder of the 40-acre piece. The hearings officer was wrong, for similar reasons, in concluding that the application did not comply with MCC 11.45.230(B): "Approval will permit development of the remainder of the property under the same ownership, if any, or of adjoining land or of access thereto, in accordance with this and other applicable ordinances." (emphasis added).

In addition to misconstruing what is required for access, the hearings officer ignored the applicant's argument that granting an easement is sufficient to meet access requirements, and that construction of a roadway with pavement to county standards, including a quarter-mile of off-site construction, is not proportional to the impact of the proposed development. Under Dolan v. City of Tigard and Clark v City of Albany, the burden is on the county to demonstrate such proportionality, but no evidence (other than the ordinance standards themselves) was offered. The costs of construction of the street should be borne by those who share the benefit, and a waiver of remonstrance to formation of an LID adequately assures that the applicant will pay its fair share when development of the road is appropriate. The mere division of the property, without actual development of dwellings, has minimal impact on services, and thus is an insufficient basis for a condition requiring construction of the new street for a quarter-mile off-site. Any requirement for construction should be triggered by approval of dwellings that will affect the existing road.

The hearings officer failed to address other standards, asserting that the application should be denied on other grounds. The staff report and record reflect that the application complies with all applicable standards and should be approved with appropriate conditions.

RECEIVED

OCT 10 1997

THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

Multnomah County
Zoning Division

In the Matter of Casefile LD 9-95a)
(Forest Park Estate, Applicant))

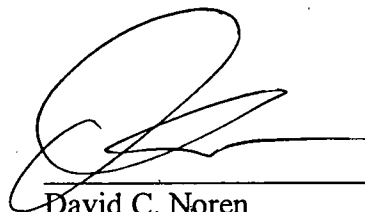
) REQUEST FOR CHANGE OF
) HEARING DATE

The applicant and appealing party, Forest Park Estate partnership, requests that the de novo appeal hearing be changed from October 21, 1997, to December 16, 1997.

This application for a Type I land division was deemed complete on June 30, 1997. To expedite a final decision, staff mailed notice of a de novo appeal hearing before the hearings officer decision was announced on October 3, 1997. Hearing before the board of commissioners has been set for October 21, 1997. The applicant hereby requests that the hearing be reset or continued to December 16, 1997, the next available date for such appeal hearings. The applicant also requests and agrees to a reasonable extension of the time for final decision, until December 31, 1997, if the appeal hearing is reset.

The new hearing date is requested in order to consult with neighboring property owners concerning how their units of land might be consolidated and submitted for legalization. There is insufficient time to hold such meetings and incorporate the results into a presentation to the board of commissioners by the scheduled hearing date of October 21. Such information is especially relevant in light of the hearings officer's interpretation that a recent statute, ORS 92.177, requires that this application address such neighboring units of land as well as the land included in the application.

DATED October 10, 1997.



David C. Noren
Attorney for Applicant/Appellant

MEETING DATE: OCT 16 1997
AGENDA NO: B-2
ESTIMATED START TIME: 10:30am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Housing Audit Implementation/ Community Action

BOARD BRIEFING: DATE REQUESTED: October 16, 1997
REQUESTED BY: Commissioner Hansen/Lorenzo Poe
AMOUNT OF TIME NEEDED: 1 ½ Hours

REGULAR MEETING: DATE REQUESTED: _____
AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Dept. of Community & Family Services DIVISION: CYFCAD

CONTACT: Lorenzo Poe TELEPHONE #: 248-3691
BLDG/ROOM #: 166/700

PERSON(S) MAKING PRESENTATION: Commissioner Hansen/Lorenzo Poe/Iris Bell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Planned Housing Audit Implementation / Community Action Commission, Housing Audit Link

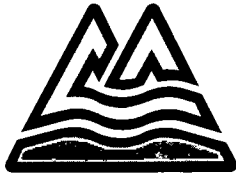
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT
MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF
COUNTY COMMISSIONERS
97 OCT - 8 PM 12:00
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
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BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Multnomah County Chair and Board of County Commissioners

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

DATE: October 8, 1997

SUBJECT: Briefing on Planned Housing Audit Implementation

- I. RECOMMENDATION/ACTION REQUESTED: District 2 Commissioner and the Department of Community and Family Services recommend the scheduling of a Board Briefing on the planned implementation of the 1997 joint City/County Housing Audit.
- II. BACKGROUND/ANALYSIS: A joint City/County audit of the local housing system was performed and included in a report issued in early 1997. The auditors have asked for a six-month status report on what the City and County are doing to respond to the issues raised in the audit. A briefing to the Board of County Commissioners is being scheduled to update the Board on the current and future status of the housing system from the County perspective. A document discussing the implementation plans is attached.
- III. FINANCIAL IMPACT: Unknown at this time.
- IV. LEGAL ISSUES: None identified.
- V. CONTROVERSIAL ISSUES: The Housing Audit resulted in many controversial issues. These are addressed in the attached document and briefing.
- VI. LINK TO CURRENT COUNTY POLICIES: The recommendations concerning Housing Audit follow-up have been made in light of existing County policies around Benchmarks, including Good Government, role in service provision, and Community Building Initiatives.
- VII. CITIZEN PARTICIPATION: The programs discussed in the Housing Audit are under the auspices of the two citizen bodies, Community Action Commission and Housing and Community Development Commission. These bodies have been involved in responding to the Audit.
- VIII. OTHER GOVERNMENT PARTICIPATION: The scheduled briefing is the County response to the joint City/County Housing Audit. Other responses have been made by the City of Portland, Housing and Community Development Commission, and the Housing Authority of Portland.



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

MEMORANDUM

TO: Gary Blackmer, Multnomah County Auditor
Barbara Clark, Portland City Auditor

FROM: Commissioner Beverly Stein *BS*
Commissioner Gary Hansen *GH*
Lorenzo Poe, Director, Department of Community and Family Services *LP*

RE: Response to Joint City/County Housing Audit

DATE: October 9, 1997

This memo details our progress in response to the Joint City/County Housing Audit. The recommendations and actions presented below should be considered in context with, not only the Audit, but also the Community Building Initiative, the Workforce Development Initiative, and other significant County efforts.

The County has the lead role in human capital efforts and is pursuing its role in community building. All human capital services should be coordinated at the policy level by the Board of County Commissioners and at the program level by the county departments in order to ensure maximum flexibility and successful integration at the community/neighborhood level. Policy and program development should be focused toward a seamless, easily accessible delivery system at the neighborhood level. We are in the process of reviewing our access/delivery system and designing a **comprehensive community initiative** to help neighbors organize themselves to address problems in their community. It is our belief that many of the housing problems have causes that can be better addressed by involved citizens, not just production of subsidized housing. These efforts will be coordinated with all of the community policy bodies: Multnomah Commission on Children and Families, Community Action Commission, Workforce Development Board, the Public Safety Coordinating Council and the Housing and Community Development Commission (HCDC).

The **Workforce Development Board** is now in place. The new board is empowered to look at the current structure of providing access to jobs and make it easier for the job



Memo Housing Audit Follow-Up

seekers and employers to link up. The County is looking at how we link social services and **affordable housing** to jobs. We believe that unless an individual or a family has all the necessary supports, they cannot be successful on the job.

The County is exploring the possibility of **merging the Multnomah Commission on Children and Families with the Community Action Commission**. This unified MCCF/CAC would be responsible for systemic planning and policy recommendations around programs for children and families. This merger should facilitate a more effective use of social services and supports to address the County's urgent and long term benchmarks.

The next logical step for us would be to **strengthen the current Housing and Community Development Commission**. The intent would be to have a single countywide policy body responsible for establishing housing goals, prioritizing needs, developing housing policy, meeting the needs of the cities and the County and coordinating countywide housing efforts for the physical part of housing. We support strengthening the current HCDC by adding seats for appropriate elected officials, including representatives from the east county cities and empowering the new body with authority for housing development throughout the county.

However, we do not think the transfer of comprehensive responsibility should happen until we have succeeded in making the significant County changes necessary to accomplish community building. We can look, at that time, at a **single body** to address the issues of physical, human and social capital within the County.

Your audit encompassed all the aspects of "housing" problems and their causes but most people think about "bricks and mortar" when addressing housing issues. Construction of affordable dwellings is one aspect of housing services but just as important is helping citizens become self-sufficient. Any priorities established in this respect must address both perspectives.

The County and City of Portland have agreed to assign responsibility for homeless singles housing to Portland and responsibility for domestic violence emergency services to the County. This is a positive step towards ensuring accountability and efficient service delivery.

We have had discussions with Commissioner Kafoury's Office and the Portland Bureau of Housing and Community Development about a possible transfer of housing production services (Urban County Community Development Block Grant/HOME/Flood Relief Programs, Tax-Foreclosed Properties, Strategic Investment Program Housing and Weatherization). An informal polling of the Board of County Commissioners shows that there is not sufficient support for transferring these services at this time.

Memo Housing Audit Follow-Up

The County and the City of Portland are discussing the consolidation of the Information and Referral System. It would be logical to include a discussion of the Pathways computerized system as means to resolve housing system information and referral issues. The Pathways system is a potential model for information, referral, and access to social and housing services at decentralized sites throughout the County. It is a technological means to implement current county policy requiring Community Service Centers to provide information and referral and single entry access to emergency housing resources.

The Department of Community and Family Services is looking at **changing the current emergency voucher allocation system**, in which allocations are made to individual agencies. Some agencies are more active than others in approving emergency housing for homeless people, resulting in inequities in the distribution of resources. A possible solution would be to move the system to a non-geographic allocation with a central management of the allocation, which would allow the system to move resources to where the need exists. The department will work with the HCDC Evaluation Committee, City of Portland, City of Gresham and providers to review and evaluate the emergency voucher and rent assistance systems.

As you can see, we have not fully embraced the Audit's recommendations, but we have made headway towards making the systems easier to access and most importantly we are looking at ways to work with the community to accommodate its needs.

GOAL: CAA Administering Board which complies with State and County regulation, aligns with County and MCCF benchmarks and priority objectives, retains statutory antipoverty focus, and addresses Housing Audit concerns for consolidation of efforts in local services and housing arenas.

| MCCF | CAC | ISSUES/RECOMMENDATIONS |
|---|--|---|
| AUTHORIZATION | | |
| County Ordinance # 780 Adopted 12/16/93 | County Ordinance # 665 Adopted 10/18/90 | Can be addressed by adopting Ordinance repealing CAC, revising MCCF |
| ACCOUNTABILITIES | | |
| Sec. V (C) The (MCCF's) comprehensive plan will be submitted for approval to the Board of County Commissioners | Sec. II (A) (Definitions) Governing Board: Board of County Commissioners of Multnomah County, Oregon | BCC already established as primary accountability for both commissions. Can be used in countering opposition to merger |
| MISSION | | |
| Sec. V (A) The princip(al) mission of the MCCF is to conduct a comprehensive, inclusive planning process for the children and families of Multnomah County | Sec. III (C) The mission of the Community Action Commission shall be to counteract the causes and consequences of poverty in Multnomah County... | Both mission statements continue by detailing how respective missions are to be achieved. Discrepancy can be addressed through planning process to develop combined mission statement |
| MEMBERSHIP | | |
| Sec. III (A)...the Multnomah Commission on Children and Families shall be comprised of not more than 30 members... (B) The Board of County Commissioners will appoint and maintain a membership which is culturally diverse and geographically representative of Multnomah County | State OAR 813-210-020 (Nov. '93) The Community Action [administering] Boards shall have a minimum of nine members, but no more than 33 County Ordinance Sec. V (A) The Commission shall consist of 24 members... (1) One-third (8) of the members shall be elected public officials currently serving or their designees (2) At least one-third (8) of the members shall be low income citizens of Multnomah County (3) The balance of members shall represent business, industry... (4) Alternates may be designated for low income and private sector members | CAC currently out of compliance (8 members, no Chair) MCCF members, per CAC definition, are all public sector appointments Currently CAC public sector appointments come from 3 jurisdictions: COUNTY: Chair Stein, Saltzman, Kelley CITY: Mayor Katz, Kafoury GRESHAM: Mayor McRobert Loss of appointing authority by non-County officials could be a source of opposition note: practice is historic, not mandated State regs (OAR 813-210-020) for CAA membership same as Ordinance Low income and private sector members selected by sitting CAC, per Ordinance & State regulation County MCCF ordinance does not stipulate sectoral composition (i.e. 50% lay, 50% professional) Planning process needed to address membership discrepancies: 1) If MCCF designated as CA Admin. Board, loss to BCC of full appointing authority to MCCF (State compliance) 2) If MCCF forms CA Admin Board subcommittee, BCC retains full MCCF appointing authority, MCCF appoints 1/3 low income & 1/3 private members to subcommittee Can be addressed through review by County Counsel, Attorney General; if favorable, BCC retains full appointing authority, compliance with state CAA regulation |

| MCCF | CAC | ISSUES/RECOMMENDATIONS |
|---|--|--|
| DUTIES | | |
| <p>Sec. IV (A) {PLANNING} ...conduct a comprehensive, inclusive planning process for the children and families of Multnomah County (C) The MCCF shall review and comment on all planning affecting children, youth, and families in Multnomah County Sec. V (A) The MCCF shall develop a comprehensive plan... (B) The MCCF will involve in its planning process concerned community-based organizations and other groups (C) The comprehensive plan will be submitted for approval to the BCC (D) The MCCF will develop a comprehensive plan for children and families, set priorities within the plan, and recommend to the BCC an allocation of funds for which the MCCF is responsible based on those priorities</p> <p>{POLICY DEVELOPMENT} (B) The MCCF shall develop policy, and oversee the development and implementation of a local plan...</p> <p>{ADVOCACY & PUBLIC ED.} (D) The MCCF shall advocate in the Legislature, in local governments, in the media and through public education efforts...</p> | <p>Sec. IV (A) {PLANNING} (10) Representing the interests of low income citizens in advising program staff regarding planning...and development of an annual plan of action which specifies strategies and activities to make progress toward meeting the goals of the plan</p> <p>{POLICY DEVELOPMENT} (1) Providing citizen leadership to further policies, planning and programs... (2) Representing the views and voicing the needs of low income individuals and families...and providing review and comment regarding public issues and proposals which impact low income citizens (8) Participating in the formulation of system policies...</p> <p>{ADVOCACY & PUBLIC ED.} Sec. IV (A) The CAC shall serve as the focal point for citizen involvement and advocacy: (3) Educating the general community regarding the extent and impact of poverty, hunger, homelessness and other issues (4) Collecting, maintaining, and providing information on low income issues... (5) Advocating on behalf of low income citizens for resources, for policy and system changes, and for needed programs and services, both in the public and private sectors (6) Mobilizing public support... (7) Conducting studies and hearings...</p> <p>{MONITORING & PROGRAM OVERSIGHT} (9) Reviewing, monitoring, and evaluating system and program effectiveness... (11) Representing the interests...and advising program staff and the governing board on all matters related to the development, structure, and administration of the county's CA program... (12) Providing ongoing advice, guidance, and recommendations to program staff and the governing board on policy decisions and program development...</p> | <p>CAC duties overly extensive, some redundancies (see separate section on Community Action Administering Board, next page) Can be addressed by planning process to streamline and simplify duties</p> <p>MCCF & CAC both responsible for: -planning -policy development -advocacy & citizen involvement -public education.</p> <p>Program oversight and monitoring would be new role for MCCF</p> |

| MCCF | CAC | ISSUES/RECOMMENDATIONS |
|---|--|--|
| DUTIES - cont'd | | |
| COMMITTEES | | |
| Coordinating Council Funding Policy CBP/Assets/wellness | Sec. IV (B) The CAC shall serve as the federally mandated community action board for Multnomah County's community action program, to administer and provide for the operation of the agency as required by federal statutes... (1) Being directly responsible to the governing board for the operation of the CA program (2) Reviewing and approving program policies related to the expenditure of federal and state anti-poverty funds... (3) Being involved in and consulted on the hiring, evaluation, and firing of the agency director (4) Monitoring and evaluating program effectiveness (5) Insuring the effectiveness of community involvement in the planning process (6) Assuming all duties delegated to it by the governing board | Federal mandates & compliance now responsibility of OHCS. Issue is compliance with state regulation Issue of program operation oversight; new role for MCCF/subcommittee Issue of hiring and firing of agency director; state regulation also contains this provision Address in planning process CAA to provide operations oversight; has tended to function more as a secondary CAC mtg. Bylaws vague as to function for Exec. Cte. If MCCF gains appointing authority on its own a Membership/Nominating Cte. will be needed HAC: More appropriate placement with City, due to singles transfer/Housing Audit concerns Emergency Basic Needs and Empowerment Committees inactive; CAC out of compliance with bylaws. Can be addressed through adoption of revised bylaws. Determination of optimal committee structure can be addressed in planning process |