

### ANNOTATED MINUTES

Tuesday, June 18, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

#### BOARD BRIEFINGS

1. Update on Childrens Justice Task Force. Presented by Hank Miggins and Elaine Cogan.

DISCUSSION ON DRAFT REPORT AND COMMITTEE RECOMMENDATIONS. CONSULTANT RICH GABEL TO BRIEF BOARD AT 10:00 AM ON FRIDAY, JUNE 28, 1991.

2. Briefing on Proposed Resolution to Establish City and County Joint Meetings to Examine Service Provision and Efficiencies for Possible Adoption on June 27, 1991. Presented by Maureen Leonard.

STAFF TO REDRAFT PROPOSED RESOLUTION IN RESPONSE TO BOARD SUGGESTIONS.

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Tuesday, June 18, 1991 - 10:45 AM  
Multnomah County Courthouse, Room 602

#### AGENDA REVIEW

3. Review of Agenda for Regular Meeting of June 20, 1991

R-8 BOARD BRIEFING AND DISCUSSION WITH GARY SMITH, BILL PROWS, MICHAEL MORRISSEY AND CHILDREN AND YOUTH SERVICES COMMISSION MEMBERS OPAL CHANCELLOR-MOORE, MURIEL GOLDMAN AND MIMI GRAY.

R-7 STAFF ADVISED A RELATED ORDER WILL BE SUBMITTED FOR BOARD CONSIDERATION NEXT WEEK. STAFF UPDATE ON DISSOLUTION EFFORTS FOR DUNTHORPE RIVERDALE SANITARY SERVICE DISTRICT NO. 1. PAUL YARBOROUGH ADVISED THAT DICK HOWARD IS RETIRING SOON AND COMMENDED HIM FOR HIS EXCELLENT WORK.

R-9 HANK MIGGINS AND DAVE WARREN SUBMITTED AND DISCUSSED PROPOSED ORGANIZATIONAL STRUCTURE CHANGES, ORDINANCE AMENDMENTS AND FINANCIAL IMPACT OF PROPOSED ORDINANCE. BOARD DISCUSSION ON MERITS OF \$75,000 RESTORATION TO CHAIR'S BUDGET. CHAIR STAFF TO PROVIDE CLARIFICATION CONCERNING BUDGET RESTORATION.

R-10 BOARD DISCUSSED AMENDMENTS TO RESOLUTION LANGUAGE CONCERNING POSSIBLE RELOCATION OF OFFICES WITHIN COMMISSION DISTRICTS OR OTHER COUNTY OWNED SPACES AND VACATING COUNTY OFFICES IN ROOM 605 OF THE COURTHOUSE BY JUNE 30, 1992. COURT ADMINISTRATOR DOUGLAS BRAY

DISCUSSED NEED FOR COURT TO ACQUIRE 3  
ADDITIONAL COURTROOMS BY JANUARY 1, 1993.  
STAFF SUBMITTED A LIST OF COUNTY OWNED AND/OR  
LEASED BUILDINGS BY COMMISSION DISTRICT,  
DISCUSSED EFFORTS TOWARDS SECURING BOARD  
MEETING AND COMMISSION OFFICE SPACE AND UPDATED  
BOARD ON RELOCATION OF COMMISSIONER BAUMAN AND  
STAFF TO THE MEAD BUILDING BY SEPTEMBER 1,  
1991.

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Tuesday June 18, 1991 - 1:30 PM  
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

4. Briefing on Critical Issues: Multnomah County Mental  
Health Administration. Presented by Commissioner Sharron  
Kelley and Directors of the Major Mental Health Centers.

CHAIR McCOY INTRODUCED ED WASHINGTON, ACTING  
CHAIR OF THE MENTAL HEALTH ADVISORY COMMITTEE.  
DIRECTORS DIANE HANCOCK, REV. JAMES FAULKNER,  
GARY WITHERS, ROBERT CALKINS, JOE DEAN, ORRIN  
BOLSTAD AND LIAM CALLUM DISCUSSED ISSUES AND  
RECOMMENDATIONS IDENTIFIED IN JOINT WHITE PAPER  
DRAFT. CHAIR McCOY DIRECTED THAT GARY SMITH  
AND STAFF COLLABORATE WITH INTERESTED MENTAL  
HEALTH DIRECTORS TO PREPARE RESPONSE  
IDENTIFYING COMMON SET OF ISSUES AND  
IMPROVEMENTS NEEDED TO COUNTY MENTAL HEALTH  
SYSTEM TO ASSIST BOARD WITH STRATEGIC PLANNING  
PROCESS. TO BE SUBMITTED BY WEDNESDAY, JUNE  
26, 1991.

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Thursday, June 20, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

10-YEAR EMPLOYEE AWARD RECOGNITION CEREMONY  
RECEPTION TO FOLLOW

COUNTY EMPLOYEES NEDRA BAGLEY, DALE CAWLEY,  
KATHERINE CHARTIER, MARY COSBY, F. WAYNE  
GEORGE, CHAN LE, JUDITH MAY, SANDRA McFARLAND,  
HANK MIGGINS, ELLEN MUELLER, TERRY RUDD, TERESA  
RUTLEDGE, DUANE SPERL, HARRIET WEBER, BETSY  
WILLIAMS, LAUREN ARMSTRACHAN, DUANE BIGONI,  
BETSY BLOTZER, BART BONNEY, GARY BURDA, PAUL  
CONNELLY, JOHN DORST, JANIS ELLISON, CHARLES  
FRENCH, RICKIE GILMORE, GARY GUNDERSON, MARILYN  
GUNSUL, CHET HERZBERG, PATRICIA HOBBS, DELETTE  
HUFFMAN, MICHAEL HUFFMAN, MOLLY JACKSON, THOMAS  
JEPPESON, SANDRA KELLY, ELLEN KOCH, SUSIE  
LAHSENE, JOHN LOCKHART, CRAIG LYTS, N. LEE  
MATTHEWS, LINDA METZ, SHARON MIDDLETON, LISA  
MOORE, SHARON MOORE, DAVID NICHOLLS, GREGORY  
PETESZ, EDGARDO RIVERA, DOLORES SCHMIDT,



MICHAEL SCHRUNK, JOAN SMITH, TIMON THOMPSON  
AND KRISTINE LEE WALKER WERE HONORED. BOARD  
RECOGNITION AND ACKNOWLEDGEMENT FOR SOON TO  
RETIRE DES EMPLOYEES EDMOND DILLEY - 27 YEARS,  
JAMES RHODES - 31 YEARS, GENE HOWELL - 18  
YEARS, AND RICHARD WESTRUP - 34 YEARS.

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Thursday, June 20, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-1 Ratification of Renewal of Existing Intergovernmental Agreement Between Multnomah County and the City of Wood Village Enabling the Sheriff's Office to Provide General Law Enforcement Services and Additional Patrols within the Corporate Limits of the City of Wood Village

APPROVED.

- C-2 Ratification of Intergovernmental Agreement with U.S. Department of Energy, Bonneville Power Administration, to Continue the Lease of Biddle Butte Property Microwave Radio Station Site, Effective Date 7-01-91, Termination Date 6-30-92

APPROVED.

NON-DEPARTMENTAL

- C-3 In the Matter of Appointment of Gregory J. Wolley to the Parks Advisory Committee - Term Expires 12/93

APPROVED.

DEPARTMENT OF HUMAN SERVICES

- C-4 Ratification of Amendment #2 Revenue Intergovernmental Agreement Between Aging Services Division and State Senior and Disabled Services Division which Adds \$63,640 to Achieve a new Contract Level of \$8,769,192 in Federal, Federal/State, and State Funding for Aging Services Division Administration, Long Term Care Case Management, In Home Services, Meals, District Service Centers, Legal Assistance, Transportation, Mental Health Services, and Minority Services

APPROVED.

- C-5 Ratification of Amendment #1 Intergovernmental Agreement with Tri Met and Aging Services Division Adding \$25,000 in Federal Older Americans Act Funds for the Purchase of

an Additional 6,544 Rides to Doctors, Grocery Stores, and Meal Sites for Transportation of Handicapped Elderly

**APPROVED.**

- C-6      Ratification of Renewal of Annual Intergovernmental Agreement Between Portland Community College, Portland Employment Project and Multnomah County Developmental Disabilities Program as Identified in FY 91-92 Budget for \$24,888

**APPROVED.**

- C-7      Ratification of Renewal of Annual Intergovernmental Agreement Between the Gresham School District and the Multnomah County Youth Program Office as Identified in the FY 91-92 Budget for \$16,670

**APPROVED.**

- C-8      Ratification of Renewal of Annual Intergovernmental Agreement Between Portland Public School District #1 and the Multnomah County Youth Program Office as Identified in the FY 91-92 Budget for \$172,354

**APPROVED.**

- C-9      Ratification of Renewal of Annual Intergovernmental Agreement Between the Multnomah Education Service District and the Multnomah County Youth Program Office as Identified in the FY 91-92 Budget for \$11,907

**APPROVED.**

- C-10     Ratification of Renewal of Annual Intergovernmental Agreement Between the City of Portland Parks and Recreation Bureau and Multnomah County Developmental Disabilities Program as Identified in the FY 91-92 Budget for \$18,790.80

**APPROVED.**

- C-11     Ratification of Renewal of Annual Intergovernmental Agreement Between the Oregon Commission for the Blind and Multnomah County Developmental Disabilities Program as Identified in the FY 91-92 for \$287,322.60

**APPROVED.**

- C-12     Ratification of Renewal of Annual Intergovernmental Agreement Between the Oregon Health Sciences University, Child Development Rehabilitation Center and Multnomah County Developmental Disabilities Program as Identified in the FY 91-92 Budget for \$31,591.68

**APPROVED.**

- C-13 Ratification of Renewal of Annual Intergovernmental Agreement Between Tri Met and Multnomah County Developmental Disabilities Program as Identified in FY 91-92 Budget for \$360,000

APPROVED.

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING and Board Review in the Matter of ORDER 91-75 Approved by the Board May 16, 1991 Requesting Approval to Transfer 60 Tax Foreclosed Properties to Northeast Community Development Corporation

STAFF ADVISED OF DISCREPANCIES IN SUBMITTED LEGAL DESCRIPTIONS, LOCATIONS AND ASSESSED VALUES. FOLLOWING STAFF AND BOARD DISCUSSION, PUBLIC TESTIMONY AND A RECESS, STAFF PROVIDED CORRECTED LEGAL DESCRIPTIONS, LOCATIONS AND ASSESSED VALUES FOR 10 PROPERTIES. THE BOARD AMENDED AND APPROVED RESOLUTION 91-85 IN THE MATTER OF APPROVING A REQUEST TO TRANSFER 60 TRACTS OF LAND TO NORTHEAST COMMUNITY DEVELOPMENT CORPORATION FOR THE NEHEMIAH HOUSING OPPORTUNITY PROGRAM.

- R-2 In the Matter of Request for Adoption of Procedures and Criteria to Enact Ordinance 672: Housing Affordability Demonstration Project

STAFF EXPLAINED STATUTORY TIMELINE FOR SALE OF TAX FORECLOSED PROPERTIES AND ADVISED NOVEMBER, 1991 IS THE EARLIEST A SHERIFF'S SALE COULD BE HELD. STAFF DESCRIBED EFFORTS TOWARDS SETTING UP ENHANCED MAINTENANCE PROGRAM AND DISCUSSED COST OF MAINTENANCE FOR FORECLOSED PROPERTIES. VICE-CHAIR BAUMAN ADVISED HE WILL BE SUBMITTING AN AMENDMENT TO ORDINANCE 672 WHICH PROPOSES TO EXEMPT COMMERCIAL PROPERTY AND NON-RESIDENTIAL LOTS TO ALLOW COUNTY TO SELL SMALL LOTS AND PROVIDE REVENUE FOR MAINTENANCE. DEPARTMENT STAFF TO MEET WITH VICE-CHAIR BAUMAN STAFF TO DISCUSS PROPOSED APPEAL PROCESS TO ALLOW CASE BY CASE EXEMPTION FLEXIBILITY DURING DEMONSTRATION PERIOD. REQUEST APPROVED.

- R-3 First Reading of an ORDINANCE Related to a Change in Fees and Amending Chapter 8.10 of the Multnomah County Code

FIRST READING APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 27, 1991.

- R-4 Ratification of an Intergovernmental Agreement Between the Metropolitan Services District and Multnomah County for the Transfer of \$16,000 to Metro as Multnomah County's Share of Phase 3 Costs of the Metropolitan Greenspaces Program

**APPROVED.**

DEPARTMENT OF GENERAL SERVICES

- R-5 ORDER in the Matter of Cancelling Uncollectable Personal Property Taxes, 1981 through 1987

**ORDER 91-86 APPROVED.**

- R-6 RESOLUTION in the Matter of Endorsing HB 3559, a 2 cent Increase in Motor Vehicle Fuel Tax for the Next Four Years to Meet Projected Long-Term Transportation Needs

**LEGISLATION PASSED, ITEM TABLED.**

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of the Central County Service District No. 3)

- R-7 ORDER in the Matter of Setting a Date for Election to Consider the Dissolution of Central County Service District No. 3

**ORDER 91-87 APPROVED.**

(Recess as the Governing Body of the Central County Service District No. 3 and reconvene as the Board of County Commissioners)

DEPARTMENT OF HUMAN SERVICES

- R-8 RESOLUTION in the Matter of Implementation of the Multnomah County Community Children and Youth Services Commission Comprehensive Plan for FY 1991-1993

**RESOLUTION 91-88 APPROVED.**

NON-DEPARTMENTAL

- R-9 First Reading of an ORDINANCE Relating to Abolishing the Department of General Services, Repealing MCC 2.30.450, Amending MCC 2.30.200, and Assigning Certain Functions to the Department of Environmental Services and to the County Chair's Office

STAFF TO PROVIDE TECHNICAL AMENDMENT CONCERNING \$75,000 RESTORATION TO CHAIR'S BUDGET. FIRST READING APPROVED. SECOND READING SCHEDULED FOR THURSDAY, JUNE 27, 1991.

- R-10 In the Matter of a RESOLUTION to Adopt Dates Certain to Accommodate the Space Needs of the Courts

RESOLUTION 91-89 APPROVED AS AMENDED. STAFF DIRECTED TO FOLLOW COUNTY ADMINISTRATIVE PROCEDURES MANUAL RULES CONCERNING NUMBERING

AND DATING PROPOSED RESOLUTIONS, ORDERS AND  
ORDINANCES.

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VICE-CHAIR BAUMAN ADVISED HE AND STAFF WILL  
RELOCATE TO OFFICE SPACE ON THE SECOND FLOOR OF  
THE MEAD BUILDING.

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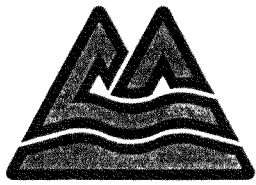
Thursday, June 20, 1990 - 1:30 PM  
Multnomah County Courthouse, Room 602

PUBLIC HEARING

Review and Hearing Before the Multnomah County Tax  
Supervising and Conservation Commission on the 1991-92  
Annual Budgets for Multnomah County and the Multnomah  
County Service Districts

REVIEW, DISCUSSION AND PUBLIC HEARING HELD  
PURSUANT TO ORS 294.605-705.

0152C/1-7/dr



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

June 17 - 21, 1991

Tuesday, June 18, 1991 - 9:30 AM - Board Briefings. . . .Page 2  
Tuesday, June 18, 1991 - 10:45 AM - Agenda Review . . . .Page 2  
Tuesday, June 18, 1991 - 1:30 PM - Board Briefings. . . .Page 2  
Thursday, June 20, 1991 - 9:30 AM - Regular Meeting . . . .Page 2

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

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

Tuesday, June 18, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

1. Update on Childrens Justice Task Force. Presented by Hank Miggins, Elaine Cogan. TIME CERTAIN 9:30-10:30 AM
  2. Briefing on Proposed Resolution to Establish City and County Joint Meetings to Examine Service Provision and Efficiencies for Possible Adoption on June 27, 1991. Presented by Maureen Leonard. TIME CERTAIN 10:30-10:45 AM
- 

Tuesday, June 18, 1991 - 10:45 AM  
Multnomah County Courthouse, Room 602

AGENDA REVIEW

3. Review of Agenda for Regular Meeting of June 20, 1991
- 

BOARD BRIEFINGS

Tuesday June 18, 1991 - 1:30 PM  
Multnomah County Courthouse, Room 602

4. Briefing on Critical Issues: Multnomah County Mental Health Administration. Presented by Commissioner Sharron Kelley and directors of the major mental health centers. TIME CERTAIN 1:30 - 3:00 PM
- 

Thursday, June 20, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

10-YEAR EMPLOYEE AWARD RECOGNITION CEREMONY

TIME CERTAIN 9:30 AM

RECEPTION TO FOLLOW

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Thursday, June 20, 1991 - 9:30 AM  
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

JUSTICE SERVICES

SHERIFF'S OFFICE

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SHERIFF'S OFFICE - continued

- C-2 Ratification of Intergovernmental Agreement with U.S. Department of Energy, Bonneville Power Administration, to Continue the Lease of Biddle Butte Property Microwave Radio Station Site, effective date 7-01-91, termination date 6-30-92.

NON-DEPARTMENTAL

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DEPARTMENT OF HUMAN SERVICES

- C-4 Ratification of Amendment #2 Revenue Intergovernmental Agreement between Aging Services Division and State Senior and Disabled Services Division which adds \$63,640 to Achieve a new Contract level of \$8,769,192 in Federal, Federal/State, and State funding for Aging Services Division administration, long term care case management, in home services, meals, district service centers, legal assistance, transportation, mental health services, and minority services.
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DEPARTMENT OF HUMAN SERVICES - continued

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REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 PUBLIC HEARING and Board Review in the Matter of ORDER 91-75 Approved by the Board May 16, 1991 Requesting Approval to Transfer 60 Tax Foreclosed Properties to Northeast Community Development Corporation. (Continued from June 13, 1991) TIME CERTAIN 10:15 AM
- R-2 In the Matter of Request for Adoption of Procedures and Criteria to Enact Ordinance 672: Housing Affordability Demonstration Project. (Continued from June 13, 1991)
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DEPARTMENT OF GENERAL SERVICES

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- R-6 RESOLUTION in the Matter of Endorsing HB 3559, a 2 cent Increase in Motor Vehicle Fuel Tax for the Next Four Years to Meet Projected Long-Term Transportation Needs

SERVICE DISTRICTS

(Recess as the Board of County Commissioners and convene as the Governing Body of the Central County Service District No. 3.)

- R-7 ORDER in the Matter of Setting a Date for Election to Consider the dissolution of Central County Service District No. 3.

(Recess as the Governing Body of the Central County Service District No. 3 and reconvene as the Board of County Commissioners)

DEPARTMENT OF HUMAN SERVICES

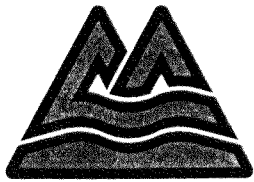
R-8 RESOLUTION in the Matter of Implementation of the Multnomah County Community Children and Youth Services Commission Comprehensive Plan for FY 1991-1993.

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R-10 In the Matter of a RESOLUTION to Adopt Dates Certain to Accommodate the Space Needs of the Courts.

0103C/50-54  
cap



# MULTNOMAH COUNTY OREGON

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

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

## SUPPLEMENTAL AGENDA

Thursday, June 20, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

## PUBLIC HEARING

Review and Hearing on the 1991-92 Annual Budgets for the Multnomah County and County Service Districts Before the Multnomah County Tax Supervising and Conservation Commission.

0103C/55  
cap

Meeting Date: JUN 20 1991

Agenda No.: 9:30 am

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: EMPLOYEE RECOGNITION CEREMONY

AGENDA REVIEW/  
BOARD BRIEFING

(date)

REGULAR MEETING 6/20/91

(date)

DEPARTMENT Nondepartmental  
Dept. of Gen'l Services

DIVISION Chair's Office  
Employee Services

CONTACT Sara Martin/Delma Farrell

TELEPHONE X-2203/X-3308

PERSON(S) MAKING PRESENTATION Sara Martin

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 45 Min.

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Certificate and Awards presentation to County Employees  
who have achieved 10-years of service

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Gladys McCoy

Or

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

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONER  
1991 JUN 14 AM 11:52  
MULTNOMAH COUNTY  
OREGON

## 10 YEAR SERVICE AWARDS

NEDRA BAGLEY	Alternative Community Services
DALE CAWLEY	Information Services
KATHERINE CHARTIER	Library/Circulation
MARY COSBY	Risk Management
F. WAYNE GEORGE	Facilities & Property Management
CHAN LE	DES/Accounting
JUDITH MAY	Animal Control
SANDRA MCFARLAND	Assessment & Taxation
HANK MIGGINS	Chair's Office
ELLEN MUELLER	Library/Art & Music
TERRY RUDD	Information Services Division
TERESA RUTLEDGE	Assessment & Taxation
DUANE SPERL	Facilities & Property Management
HARRIET WEBER	DGS/Administration
BETSY WILLIAMS	DES/Administration



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800152

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

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  C-1 June 20, 1991
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RETURN TO: Larry Aab 313/225  
 Contact Person Randy Amundson Phone 251-2401 Date May 28, 1999  
 Department Sheriff's Office Division \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Description of Contract Renewal of existing agreement between Multnomah County and the City of Wood Village enabling the Multnomah County Sheriff's Office to provide general law enforcement services and additional patrols within the corporate limits of Wood Village.

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

Contractor Name City of Wood Village  
 Mailing Address 2055 NE 238th Dr.  
Troutdale, Or 97060  
 Phone 667-4221  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date July 1, 1991  
 Termination Date June 30, 1992  
 Original Contract Amount \$ 11,531.18 \$13,220.48  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager [Signature]  
 Purchasing Director \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]

Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date 6/12/91  
 Date 6/27/91  
 Sheriff [Signature] Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4143					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

ORIGINAL

JUN 20 1991

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

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Intergovernmental Agreement between Multnomah County and the City of Wood Village for the provision of police services

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING June 20, 1991  
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement Branch

CONTACT Larry Aab- Mgr. of Planning & Budget TELEPHONE 251-2401

PERSON(S) MAKING PRESENTATION Robert G. Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

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

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

Renewal of existing agreement between Multnomah County and the City of Wood Village enabling the Multnomah County Sheriff's Office to provide general law enforcement services and additional patrols within the corporate limits of Wood Village.

NOTE: PLACE ON CONSENT CALENDAR

*6/24/91 originals to Larry Aab*

(If space is inadequate, please use other side)

SIGNATURES:

(Sheriff)  
ELECTED OFFICIAL Robert G. Skipper

Or

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

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:19  
MULTNOMAH COUNTY  
OREGON





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800152

MULTNOMAH COUNTY OREGON

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-1 June 20, 1991
---	---	---

RETURN TO: Larry Aab 313/225

Contact Person Randy Amundson

Phone 251-2401

Date May 28, 1991

Department Sheriff's Office

Division

Bldg/Room

Description of Contract Renewal of existing agreement between Multnomah County and the City of Wood Village enabling the Multnomah County Sheriff's Office to provide general law enforcement services and additional patrols within the corporate limits of Wood Village.

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

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

Contractor Name City of Wood Village

Mailing Address 2055 NE 238th Dr.

Troutdale, Or 97060

Phone 667-4211

Employer ID # or SS #

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 12,544.08 \$13,220.48

Amount of Amendment \$

Total Amount of Agreement \$

## REQUIRED SIGNATURES:

Department Manager

Purchasing Director (Class II Contracts Only)

County Counsel

County Chair/Sheriff

## Payment Term

☐ Lump Sum \$

☐ Monthly \$

☐ Other \$

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

Date

Date

Date 6/12/91

Date

Date

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			4143			EXPENSE OF REVENUE		
02.									APPROPRIATION -		
03.									APPROPRIATION -		

INSTRUCTIONS ON REVERSE SIDE

800152

ORIGINAL

AGREEMENT FOR GENERAL LAW ENFORCEMENT SERVICE AND ADDITIONAL PATROLS  
BETWEEN THE CITY OF WOOD VILLAGE AND MULTNOMAH COUNTY SHERIFF'S OFFICE

This agreement made and entered into this 1st day of July, 1991, between Multnomah County, Oregon, a political subdivision of the State of Oregon, hereinafter called "County", and the City of Wood Village, a municipal corporation of the State of Oregon, hereinafter called "City".

WHEREAS, the City is desirous of contracting with the County for the performance of law enforcement functions within its boundaries to be performed by the County through the Multnomah County Sheriff's Office; and

WHEREAS, the County through the Multnomah County Sheriff agrees to render such service in the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of ORS 190.010 and 206.345.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED IT IS MUTUALLY AGREED AS FOLLOWS, TO WIT:

I. LEVEL OF SERVICE

- A. The Sheriff agrees to provide police service within the corporate limits of the City. The police services shall encompass the duties and enforcement functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the statutes of the State of Oregon and the City of Wood Village. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, traffic enforcement, and/or related activities, within the legal power of the Sheriff to provide. The levels of service shall not be less than that level which is being provided by the Sheriff to the unincorporated area of the County.
- B. The rendition of such service, standards of performance, discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain with the Sheriff.
- C. For the purposes of performing such functions, the Sheriff shall furnish all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of services to be provided.
- D. The Sheriff shall make available for the performance of the duties hereunder, properly supervised officers certified by the Oregon State Board on Police Standards and Training.

The Sheriff shall assign uniform deputies to the City of Wood Village consistent with the Sheriff's scheduling and districting for other areas of the County. The Sheriff agrees to assign when possible, the same officers to the Wood Village patrol as the normal patrol schedule allows. The Sheriff agrees to work with representatives of the City of Wood Village to assure that the City receives consistent service.

- E. The Sheriff shall provide uniform patrol deputies for patrols of the streets within the City limits of the City of Wood Village, at a minimum of four patrols per day. This service is in addition to those services described and provided by Section 1 A above. Such additional patrols shall be conducted during the hours mutually agreed upon by the City of Wood Village and the Sheriff, seven days per week. The seven day aggregate time would total at least eight patrol hours. Any alterations to these hours only occur upon mutual written agreement between the Mayor of the City of Wood Village and the Sheriff of Multnomah County.

It is agreed by the City of Wood Village and the Sheriff that a portion of the aggregate weekly total hours will be devoted to traffic enforcement activities including the use of radar and other traditional traffic enforcement methods. The traffic enforcement activities will be focused on the main county and city streets within the city limits of the City of Wood Village. It is agreed that upon mutual consultation, traffic enforcement may be directed upon special traffic problems as determined by the City of Wood Village.

- F. The Sheriff agrees to provide follow-up investigation of reported criminal activities at a level not less than the follow-up investigation level provided to the unincorporated areas of Multnomah County.
- G. Any member of the Sheriff's Office assigned to law enforcement patrol or the additional specific neighborhood patrols within Wood Village shall perform their duties in compliance with the operating procedures of the Multnomah County Sheriff's Office.

## II. CONTRACT ADMINISTRATION

- A. The Sheriff or his designated representative will represent the County in all matters pertaining to this agreement.
- B. The City designates its Mayor to represent the City in all matters pertaining to this agreement on behalf of the City.

800152

CONTRACT NO.:  
PAGE 3 OF 5

- C. Any notice or notices provided for by this agreement or by law to be given or served upon the County Sheriff shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the Sheriff, Multnomah County Sheriff's Office, 12240 NE Glisan, Portland, Oregon 97230.

Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed to the City of Wood Village, 2055 NE 238th Drive, Troutdale, Oregon 97060.

### III. CONTRACT COST

- A. This agreement shall be effective from the 1st day of July, 1991, and shall run through the 30th day of June, 1992. The City shall pay to the County for only the additional neighborhood patrols as provided at Section I E above at a rate of \$31.78 per hour for eight hours per week, 52 weeks of the fiscal year. The yearly total for 416 hours of patrol shall be \$13,220.48 per fiscal year, 7/1/91 to 6/30/92.

Payment of such services is to be made on a monthly basis, the first payment to be paid upon execution of this contract and each additional payment on the 10th day of each month thereafter.

- B. Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

### IV. REPORTS AND RECORDS

- A. The County agrees that non-criminal records generated under this contract shall be made available to the City to audit and examine. The City agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.
- B. The Sheriff shall provide to City a monthly report that includes hours spent within the City, statistical reports on criminal occurrences, traffic activities, a synopsis of all activities to include special information that is of interest to the citizens of the City for the public safety, and current pertinent crime prevention information.

V. INDEMNIFICATION

- A. All personnel provided by the Sheriff in the performance of this contract shall be County officers and employees. The City shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any County officers and employees engaged in such performance.
- B. The County shall assume the defense of and indemnify and hold harmless the City from and against all actions or claims against any County officers or employees for damages or losses arising out of or resulting from the performance of this agreement by such County officers and employees.
- C. The City shall not be called upon to assume any liability for the direct payment of any wages, salaries, or other compensation to any County personnel performing services hereunder for the City or for any liability other than that provided for in this agreement. Except as otherwise herein specified, City shall not be liable for the compensation or indemnity to any County employee for any injury or sickness arising out of his employment.
- D. Nothing contained in this agreement is intended to limit the remedy of either party against the other party, including claims under subrogation agreements within the party's insurance carrier, to recover damages to property or injury to persons caused by a party's negligence.

VI. AMENDMENTS OF SERVICE

- A. This agreement may be modified or amended by mutual agreement of the parties. Such changes include any increase or decrease in the level of service which is mutually agreed upon between County and City, shall be effective when incorporated in written amendments to this agreement and approved by both the City and the County.
  - 1. The City shall designate in writing a representative who would be authorized to request special emergency patrols or responses of the Multnomah County Sheriff's Office.
  - 2. The Sheriff shall designate a representative of the Sheriff's Office to address special requests from the City. The name of such a representative will be provided to the Mayor of Wood Village.
- B. Such changes referred to in (A) shall require a 45 day advance notice from either party.

800152

VII. RENEWAL/TERMINATION

- A. It is mutually agreed that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other party within 90 days prior to its expiration.
- B. It is mutually agreed that either party to this agreement may terminate said agreement by giving 90 days written notice.

VIII. TERMS OF AGREEMENT

- A. This agreement shall be from the 1st day of July, 1991, and unless sooner terminated as provided herein shall terminate on the 30th day of June, 1992.


IN WITNESS WHEREOF, the City, adopted by its City Council, has ratified the execution of this contract by its Mayor and the County by order of its Board of County Commissioners has ratified the execution of this contract by the Sheriff of the County of Multnomah, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

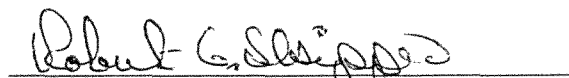
CITY OF WOOD VILLAGE

COUNTY OF MULTNOMAH, OREGON

BY:

BY:

  
Mayor

  
Sheriff

BY:

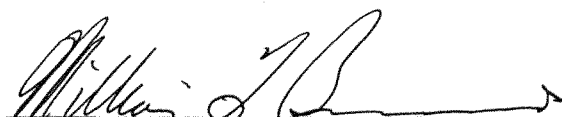
BY:


  
City Administrator

  
Chair  
Board of County Commissioners

APPROVED AS TO FORM:

REVIEWED:

  
City Attorney

  
for Lawrence Kressel  
County Counsel

800152

ADDENDUM #1

Agreement for General Law Enforcement Service and Additional Patrols Between the City of Wood Village and the Multnomah County Sheriff's Office.

FY 91-92

As an addendum to the FY 91-92 agreement between the Multnomah County Sheriff's Office and the City of Wood Village, it is understood that if the City of Wood Village is desirous that the Sheriff enforce local ordinances, that representatives of the Sheriff's Office and the City will meet to discuss the authority to enforce and the ordinances to be enforced.

Both parties (The Multnomah County Sheriff's Office and the City of Wood Village) agree that ORS 206.345 (2) "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

9828-ZLAW



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800142

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

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <div style="text-align: right;">C-2 June 20, 1991</div>

RETURN TO: Larry Aab 313/225  
 Contact Person Randy Amundson Phone 255-3500 Date May 28, 1991  
 Department Sheriff's Office Division Enforcement Bldg/Room \_\_\_\_\_  
 Description of Contract Lease of Biddle Butte Property Microwave Radio Station Site.

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

Contractor Name U.S. Dept. of Energy-Land Mgt.  
Bonneville Power Admin  
 Mailing Address P.O. Box 3621  
Portland, Or 97208-3521  
Attn: Marie Richardson-MMLC  
 Phone (503) 230 4575  
 Employer ID # or SS # \_\_\_\_\_  
 Effective Date 07-01-91  
 Termination Date 06-30-92  
 Original Contract Amount \$ 2,425.00  
 Amount of Amendment \$ \_\_\_\_\_  
 Total Amount of Agreement \$ \_\_\_\_\_

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager [Signature]  
 Purchasing Director [Signature]  
 (Class II Contracts Only)  
 County Counsel [Signature]  
 County Chair/Sheriff [Signature]  
 Sheriff [Signature]

Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date 6/12/91  
 Date 7/3/91  
 Date 7/11/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	347 102			6170					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

ORIGINAL

Meeting Date: JUN 20 1991Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ratification of Intergovernmental Agreement with  
U.S. Dept. of Energy, BPA

AGENDA REVIEW/  
 BOARD BRIEFING \_\_\_\_\_ (date) \_\_\_\_\_ REGULAR MEETING June 20, 1991  
 (date) (date)

DEPARTMENT Sheriff's Office DIVISION Enforcement Branch

CONTACT Larry Aab Mgr. P & B TELEPHONE 255-3600

PERSON(S) MAKING PRESENTATION Robert G. Skipper

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of Intergovernmental Agreement with U.S. Dept. of Energy, Bonneville  
 Power Administration, to continue the lease of Biddle Butte property microwave radio  
 station site. Effective date 07/01/91 Termination date 06/30/92.

NOTE: PLACE ON CONSENT CALENDAR

*6/24/91 originals to Larry Aab*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL (Sheriff) Robert D. Skipper Jr.

Or

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

(All accompanying documents must have required signatures)

1991 JUN 12 PM 3:19  
 CLERK OF  
 COUNTY COMMISSION  
 MULTNOMAH COUNTY  
 OREGON



ORIGINAL

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800142

Amendment #

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-2 June 20, 1991

RETURN TO: Larry Aab 313/225

Contact Person Randy Amundson

Phone 255-3600

Date May 28, 1991

Department Sheriff's Office

Division Enforcement

Bldg/Room

Description of Contract Lease of Biddle Butte Property Microwave Radio Station Site.

RFP/BID #

Date of RFP/BID

Exemption Exp. Date

ORS/AR #

Contractor is

☐ MBE

☐ WBE

☐ QRF

Contractor Name U.S. Dept. of Energy-Land Mgt. Bonneville Power Admin

Mailing Address P.o. Box 3621

Portland, Or 97208-3521

Attn: Marie Richardson-MMLC

Phone (503) 230 4575

Employer ID # or SS #

Effective Date 07-01-91

Termination Date 06-30-92

Original Contract Amount \$ 2,425.00

Amount of Amendment \$

Total Amount of Agreement \$

REQUIRED SIGNATURES:

Department Manager

Purchasing Director

(Class II Contracts Only)

County Counsel

County Chair/Sheriff

Payment Term

☐ Lump Sum \$

☐ Monthly \$

☐ Other \$

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

Date

Date

Date 6/12/91

Date

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	100	025	341 102			6170						
02.												
03.												

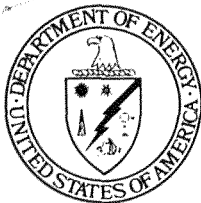
INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



ORIGINAL

Department of Energy  
Bonneville Power Administration  
P.O. Box 3621  
Portland, Oregon 97208-3621

000142

MAY 2 1991

In reply refer to: MMLC (Case No. 890087)  
Tract No. BDLB-RS  
Lease No. DE-RL79-88BP49099

Mr. Charles Fessler, Undersheriff  
Multnomah County Sheriffs Office  
12240 NE. Glisan Street  
Portland, OR 97230

Dear Mr. Fessler:

The lease issued to Multnomah County, Oregon for joint use of the Bonneville Power Administration's Biddle Butte Microwave Radio Station site will expire June 30, 1991. BPA is agreeable to renewing this lease for a 1-year period with all terms and conditions of your present lease remaining the same.

If you wish to exercise your option to renew this lease for the period July 1, 1991, through June 30, 1992, please sign the original of this letter in the space provided below and return it to this office, together with your check or money order in the amount of \$2,425 prior to July 1, 1991, in the enclosed business-reply envelope. The extra copy of this letter is for your records.

If you have questions regarding this, please call me. My telephone number is (503) 230-3249.

Sincerely,

*Karen L. Pick*

Karen L. Pick  
Realty Specialist  
Land Management Section

Enclosure

The above letter renewing this lease for the period July 1, 1991, through June 30, 1992, is hereby accepted.

Multnomah County, Oregon

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

Title: Sheriff

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

REVIEWED:

LARRY KRESEL  
County Counsel for  
Multnomah County, Oregon

*[Signature]*  
6/12/91  
Date

Meeting Date: JUN 20 1991

Agenda No.: C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Appointment

AGENDA REVIEW/  
BOARD BRIEFING

(date)

REGULAR MEETING 6/20/91

(date)

DEPARTMENT Nondepartmental

DIVISION Chair's Office

CONTACT Judy Boyer

TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Appointment of Gregory J. Wolley to the Parks Advisory Committee. Term  
expires 12/93.

(If space is inadequate, please use other side)

SIGNATURES:

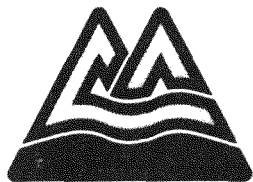
ELECTED OFFICIAL

Gladys McCoy

Or

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

(All accompanying documents must have required signatures)



# 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 writings, 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)

PARKS Citizen Advisory Committee

- B. Name Gregory J. Walley

Address 2921 NE 45th

City Portland State OR Zip 97213

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

Home Phone 281-3340

- C. Current Employer Mt. Hood National Forest

Address 2955 NW Division

City Gresham State OR Zip 97030

Your Job Title Natural Resource Specialist

Work Phone 666-0413 (Ext)   

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

D. Previous Employers	Dates	Job Title
<u>OMSI</u>	<u>2/89 - 6/89</u>	<u>Science Teacher</u>
<u>The Nature Conservancy</u>	<u>2/85 - 4/87</u>	<u>Preserve Manager</u>

CONTACT:

DENNIS BUCHANAN, COUNTY EXECUTIVE  
1500 PORTLAND BUILDING  
PORTLAND, OREGON 97204  
(503) 248-3308

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

Name of Organization	Dates	Responsibilities
Friends of Trees Sierra club	1/91 - Present	member: Board of Directors
Inner City Outings	1989 - Present	Community Liaison/ Outings Leader
Los Angeles County Parks & Recreation Dept.	1978 - 1980	CATALINA ISLAND CITIZEN Advisory Comm. Hce

F. Please list post-secondary school education.

Name of School	Dates	Degree/Course of Study
Univ. of California, Berkeley	10/74 - 6/76	A.B. - Psychology/ Ecology
Southern Oregon State College	10/80 - 6/81	M.S. Environmental Education

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.

Charles Licko - 1620 SE 19th Portland 243-5050  
 DAVID YAMASHITA 2000 SW First Ave. Portland 221-1646  
 ext 331

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

I can think of no conflicts.

I. Affirmative Action Information

sex / white/black  
 racial ethnic background

birth date: Month 10 Day 17 Year 54

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 [Signature] Date 5/8/91  
 lom  
 6/83





MULTNOMAH COUNTY OREGON

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 102351

Amendment # 2

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement Revenue  C-4 June 20, 1991

Contact Person Don Keister (Cilla Murray) Phone 248-3646 Date \_\_\_\_\_

Department Human Services Division Aging Services Bldg/Room R161/3rd Floor

Description of Contract Revenue contract Amendment #2 provides Federal, Federal/State, and State funds for Aging Services.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name State Senior & Disabled Services Division

Mailing Address 313 Public Service Bldg.  
Salem, OR 97310

Phone (503) 378-4728

Employer ID # or SS # \_\_\_\_\_

Effective Date April 15, 1991

Termination Date June 30, 1991

Original Contract Amount \$ 8,705,552

Amount of Amendment \$ 63,640

Total Amount of Agreement \$ 8,769,192

Amount through Mod #1 = \$8,705,552

## Payment Term

- ☐ Lump Sum \$ \_\_\_\_\_
- ☐ Monthly \$ \_\_\_\_\_
- ☒ Other \$ Reimbursement
- ☐ Requirements contract - Requisition required.
- Purchase Order No. \_\_\_\_\_
- ☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature] Date 6/4/91

Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
 (Class II Contracts Only)

County Counsel [Signature] Date 6-5-91

County Chair/Sheriff [Signature] Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

DATE PRINTED: 30-May-91

CONTRACT APPROVAL FORM SUPPLEMENT  
 AGING SERVICES DIVISION  
 CONTRACTOR:STATE SENIOR AND DISABLED SERVICES DIVISION (CAFASD)  
 MOD #2  
 REVENUE CONTRACT #102351

LINE	FUND	AGENCY	ORG	REV CODE	LGFS DESCRIPTION	CONTRACT AMOUNT	MOD 1	MOD 2	MOD 3	TOTAL
01	156	010	1700	2063	TITLE IIID-FEDERAL	\$15,088		(\$1,439)		13,649
02	156	010	1700	2064	TITLE IIIB-FEDERAL	754,118		(13,863)		740,255
03	156	010	1700	2065	TITLE IIIC1-FEDERAL	465,182				465,182
04	156	010	1700	2066	TITLE IIIC2-FEDERAL	509,537				509,537
05	156	010	1700	2387	OR.PROJECT INDEP.	1,135,028		21,304		1,156,332
06	156	010	1700	2609	TITLE XIX-FED/STATE	5,826,599		57,638		5,884,237
						\$8,705,552	\$0	\$63,640	\$0	\$8,769,192

2. Funding Changes:

Title III B increased by allocation \$32,454  
Title III B increased by audited carry over \$25,628  
Title III C-1 increased by allocation \$17,499  
Title III C-1 increased by audited carry over \$1,149  
Title III C-2 increased by allocation \$17,499  
Title III D increased by allocation \$1,984  
Title III D increased by audited carry over \$3,940  
Title III G increased by allocation \$3,755  
OPI 60 + decreased by allocation \$34,802  
OPI 60 + increased by audited carry over \$56,106  
OPI Alzheimer increased by audited carry over \$60,088  
LTC Admin increased by allocation \$959,444  
LTC Admin decreased by audited carryover \$128,647

3. This contract is subject to the following conditions:

\$2,417,630 of LTC Administration is subject to receipt of local funds during the biennium.

The Executive Department, State of Oregon, has delegated authority to the Division to enter into this agreement without approval of the Department.

The effective date of this amendment shall be upon signature by the Senior and Disabled Services Division, State of Oregon.

**AGREED:**

Area Agency on Aging

By

James M. Connell  
Authorized Signature

Title

Date

7-8-91

**AGREED:**

Senior and Disabled Services Division,

By

James C. Wilson  
Administrator/Delegate

Date

6/28/91

**REVIEWED BY:**

Fiscal Services

By

Date

5-9-91

**REVIEWED BY:**

SDSD Program Assistance Manager

By

Date

5-15-91

**REVIEWED BY:**

Accounting Services

By

Date

5/10/91

**REVIEWED BY:**

SDSD Contracts Unit

By

Date

5-13-91


Copies to: Fiscal Services  
Accounting Services  
Contracts

Agreed:

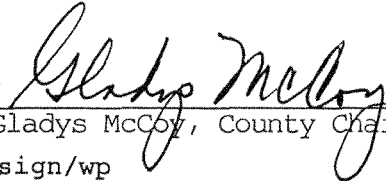
By  6-3-91  
Director, Aging Services Division Date

Reviewed:

Laurence B. Kressel  
Multnomah County Counsel

By  6.5.91  
Date

MULTNOMAH COUNTY, OREGON

 4/20/91  
Gladys McCoy, County Chair DATE  
sign/wp

JUN 20 1991

Meeting Date: JUN 1 - ....

Agenda Date: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Revenue Contract Amendment #2 Between Aging Services Division  
and State Senior and Disabled Services Division

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services

DIVISION: Aging Services

CONTACT: Don Keister (Cilla Murray)

TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

[ ] INFORMATIONAL ONLY

[ ] POLICY DIRECTION

[X] APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Aging Services Division requests approval of revenue contract amendment #2 with the State Senior and Disabled Services Division, which adds \$63,640 to achieve a new contract level of \$8,769,192 in Federal, Federal/State, and State funding for services for the elderly. These funds pay for Aging Services Division administration, long term care case management, inhome services, meals, district service centers, legal assistance, transportation, mental health services, and minority services.

6/24/91 originals to Cilla Murray

SIGNATURES:

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

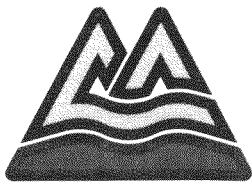
OR

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

(All accompanying documents must have required signatures)

ap2a  
1/90

1991 JUN 12 PM 3:20  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

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

## MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Acting Director *Billi Odegaard (ac)*  
Department of Human Services

FROM: Jim McConnell, Director *JM*  
Aging Services Division

DATE: June 3, 1991

SUBJECT: FY 1990-91 Revenue Contract Amendment #2 with State Senior and Disabled Services Division

Retroactive Status: Amendment #2 of the revenue contract with State Senior and Disabled Services Division is retroactive to April 15, 1991, the date set by the State. The contract amendment was received for County processing May 28, 1991.

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached revenue contract amendment #2 with State Senior and Disabled Services Division, for the period April 15, 1991 through June 30, 1991.

Analysis: The revenue contract amendment #2 adds \$63,640 for a new contract total of \$8,769,192 in Federal, Federal/State, and State funds, of which \$1,728,623 are Federal Older Americans Act funds, \$1,156,332 are State Oregon Project Independence funds, and \$5,884,237 are Title XIX (Long Term Care Administration, Type B Area Agency on Aging) funds. These funds, which are supplemented with County General Fund and City of Portland funds, are the primary revenues for the Aging Services Division Aging Services program. They are used to support long term care case management through the Division's Branch Offices, inhome services, district senior service centers, transportation, legal assistance, meals, mental health, and minority services.

Background: The Aging Services Division Budget has been modified to reflect the revenues in this contract amendment #2. DHS Budget Modification #40 adds Oregon Project Independence funds and removes Older Americans Act funds from Organization 1750 (Contracted Services), and DHS Budget Modification #41 adds Title XIX Grant funds to the Long Term Care Program, based on this amendment #2.

ap2z

DATE PRINTED: 30-May-91

CONTRACT APPROVAL FORM SUPPLEMENT  
AGING SERVICES DIVISION  
CONTRACTOR:STATE SENIOR AND DISABLED SERVICES DIVISION (CAFASD)  
MOD #2  
REVENUE CONTRACT #102351

LINE	FUND	AGENCY	ORG	REV CODE	LGFS DESCRIPTION	CONTRACT AMOUNT	MOD 1	MOD 2	MOD 3	TOTAL
01	156	010	1700	2063	TITLE IIID-FEDERAL	\$15,088		(\$1,439)		13,649
02	156	010	1700	2064	TITLE IIIB-FEDERAL	754,118		(13,863)		740,255
03	156	010	1700	2065	TITLE IIIC1-FEDERAL	465,182				465,182
04	156	010	1700	2066	TITLE IIIC2-FEDERAL	509,537				509,537
05	156	010	1700	2387	OR.PROJECT INDEP.	1,135,028		21,304		1,156,332
06	156	010	1700	2609	TITLE XIX-FED/STATE	5,826,599		57,638		5,884,237
						\$8,705,552	\$0	\$63,640	\$0	\$8,769,192

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102351Amendment # 2

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>Revenue</b> <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-4 June 20, 1991
---	---	---

Contact Person Don Keister (Cilla Murray) Phone 248-3646 Date \_\_\_\_\_Department Human Services Division Aging Services Bldg/Room B161/3rd FloorDescription of Contract Revenue contract Amendment #2 provides Federal, Federal/State, and State funds for Aging Services.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name State Senior & Disabled Services Division

Amount through Mod #1 = \$8,705,552

Mailing Address 313 Public Service Bldg.Salem, OR 97310Phone (503) 378-4728

Employer ID # or SS # \_\_\_\_\_

Effective Date April 15, 1991Termination Date June 30, 1991Original Contract Amount \$ 8,705,552Amount of Amendment \$ 63,640Total Amount of Agreement \$ 8,769,192**Payment Term**☐ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☒ Other \$ Reimbursement☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager Belli Odegard (K) Date 6/4/91Purchasing Director  
(Class II Contracts Only)County Counsel [Signature] Date 6-5-91County Chair/Sheriff [Signature] Date 6/28/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



Contract # 00283-2

## Amendment of Agreement

The agreement effective July 1, 1990 through June 30, 1991 between the State of Oregon, Department of Human Resources, Senior and Disabled Services Division, and

Senior and Disabled  
Services Division

**Multnomah County**  
**426 SW Stark, 5th Floor**  
**Portland, OR 97204**

A Type B, Area Agency on Aging is amended as follows:

1. New funding amounts as of April 15, 1991 are as follows:  
(date amendment prepared)

	PART B	PART C-1	PART C-2	PART D	PART G	Oregon Project Independence		LTC Admin
	Social Services	Congregate Meals	Home Del Meals	In- Home Services	Elder Abuse Prevention	Base	Alzheimer's	Type B AAAs
FY 1991 Allocation	603,342	875,980	209,447	16,072	3,755	1,029,138	60,088	5,745,385
Carryover Amount	95,088	36,840	0	6,410	0	67,106	53,331	203,349
Transfers	113,770	(428,990)	316,479	0	0	0	0	0
Total Funds Available	812,200	483,830	525,926	22,482	3,755	1,096,244	113,419	5,948,734
Previous Total Contract	754,118	465,182	509,537	15,088	0	1,074,940	60,088	5,826,599
SSD Funds This Cont Amendment	(13,863)	0	0	(1,439)	0	21,304	0	57,638
<b>New Total Contract</b>	<b>740,255</b>	<b>465,182</b>	<b>509,537</b>	<b>13,649</b>	<b>0</b>	<b>1,096,244</b>	<b>60,088</b>	<b>5,884,237</b>
Balance Available	71,945	18,648	16,389	8,833	3,755	0	53,331	64,497

BARBARA ROBERTS  
Governor



313 Public Service Bldg.  
Salem, OR 97310  
(503) 376-4728 (Voice/TDD)  
(503) 373-7823 (FAX)  
1-800-282-8096 (TOLL FREE)

2. Funding Changes:

Title III B increased by allocation \$32,454  
Title III B increased by audited carry over \$25,628  
Title III C-1 increased by allocation \$17,499  
Title III C-1 increased by audited carry over \$1,149  
Title III C-2 increased by allocation \$17,499  
Title III D increased by allocation \$1,984  
Title III D increased by audited carry over \$3,940  
Title III G increased by allocation \$3,755  
OPI 60 + decreased by allocation \$34,802  
OPI 60 + increased by audited carry over \$56,106  
OPI Alzheimer increased by audited carry over \$60,088  
LTC Admin increased by allocation \$959,444  
LTC Admin decreased by audited carryover \$128,647

3. This contract is subject to the following conditions:

\$2,417,630 of LTC Administration is subject to receipt of local funds during the biennium.

The Executive Department, State of Oregon, has delegated authority to the Division to enter into this agreement without approval of the Department.

The effective date of this amendment shall be upon signature by the Senior and Disabled Services Division, State of Oregon.

**AGREED:**

Area Agency on Aging

By \_\_\_\_\_  
Authorized Signature

Title \_\_\_\_\_

Date \_\_\_\_\_

**AGREED:**

Senior and Disabled Services Division

By \_\_\_\_\_  
Administrator/Delegate

Date \_\_\_\_\_

**REVIEWED BY:**

Fiscal Services

By *R. Allegretti*

Date 5-9-91

**REVIEWED BY:**

SDSD Program Assistance Manager

By \_\_\_\_\_

Date \_\_\_\_\_

**REVIEWED BY:**

Accounting Services

By *[Signature]*

Date 5/10/91

**REVIEWED BY:**

SDSD Contracts Unit

By *[Signature]*

Date 5-13-91

Copies to: Fiscal Services  
Accounting Services  
Contracts

Agreed:

By   
Director, Aging Services Division

6-3-91  
Date

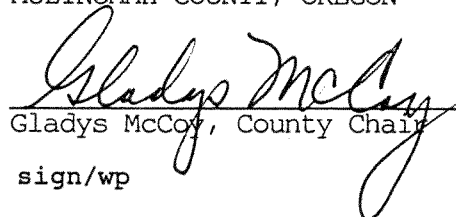
Reviewed:

Laurence B. Kressel  
Multnomah County Counsel

By 

6-5-91  
Date

MULTNOMAH COUNTY, OREGON

  
Gladys McCoy, County Chair  
sign/wp

6/20/91  
DATE

State of Oregon  
Department of Human Resources  
Senior and Disabled Services Division  
District Multnomah 2

E-1 Budget Objectives

Contract # 00283-2

Date: April 15, 1991

Mat Num	Service Category	CASH RESOURCES											IN-KIND RESOURCES		Grand Total	BUDGET OBJECTIVES			
		LTC Admin	III B	III C-1	III C-2	III D	OPI	Alzheimer	Program Income	Cash Match	Other	USDA	Match	Other		Units of Service	Cost Per Unit	No. of Persons Served	Cost Per Case
1	Admin OAA		49,238	95,030						48,186	327,980				520,434				
1	Admin OPI						79,629	6,009							85,638				
1	Admin LTC	741,024													741,024				
2	Advocacy		117,944							13,115	8,447				139,506				
6	Protective Services														0				
7	ASD Case Mgmt	4,734,722													4,734,722				
10	Training		1,137							380					1,517				
11	Ombudsman														0				
51	Case Mgmt		236,389				250,663		1,135		224,748			4,458	717,393	38,440	18.66	2,622	274
51	Case Mgmt Alz							9,402	81		509			67	10,059	581	17.31	68	148
12	I & R	20,799	29,797						546	162,938	44,484			5,824	264,388	53,291	4.96	53,291	5
12a	Translation		1,500												1,500	0		0	
13	Outreach		20,853					13,000							33,853	0		0	
13a	GateKeep Trng		12,444								9,581				22,025	15	1,468		
17	Transportation		59,187	40,000					4,318		260,828			1,157	365,490	98,982	3.69	1,165	314
19	Resource File		0								0				0	0			
20	Guardian	197,048									95,153				292,201			220	1,328
21	Legal Services		33,928						30		73,684			51,365	159,007	2,915	54.55	1,220	130
22	Congregate Meals			312,152					193,419		228,448	148,896		155,645	1,038,560	265,575	3.91	4,600	226
22a	USDA Cushion			18,000											18,000	21,712	0.83	675	27
23	Senior Cntr Oper										199,313			9,185	208,498	96	2,172		
24	Counseling		63,834						764		95,629			635	160,862	9,336	17.23	1,590	101
28	Health		0												0	0		0	
32	Money Mgmt		0								26,864				26,864	1,500	17.91	28	959
33	Volunteer Svcs		22,122								9,311			10,200	41,633	10,953	3.80		
34	Mental Health		48,882						100		30,549			720	80,251	1,791	44.81	104	772
34a	M.H. Special Proj		0								4,067				4,067				
37	Ctr. Renovation		43,000												43,000	1	43,000	0	0
37a	Indigent Burial										20,227				20,227	70	288.96	70	289
38	Nutrition Consultant			0											0				
41	Home Delivered Meals				509,537				323,753		507,989	268,686		357,847	1,967,812	480,487	4.10	3,300	596
41a	XIX Home Delivered Meals										142,569	22,704			165,273	40,000	4.13	220	751
44	Home Care					6,280	454,758		23,380						484,418	484,418	1.00	1,251	387
46	Personal Care					7,369	252,078		12,906						272,353	20,370	13.37	818	333
46	Personal Care Alz							6,609	330		323				7,262	519	13.99	12	605
48	Chore					3,524			171						3,695	299	12.36	41	90
60	Day Care					15,000			750						15,750	677	23.26	12	1,313
60	Day Care Alz							9,320	466						9,786	421	23.24	8	1,223
61	Respite Care						32,292		1,616		6,700			10,411	51,019	3,630	14.05	46	1,109
61	Respite Care Alz							14,678	734		3,032			4,742	23,186	1,650	14.05	20	1,159
62	MedMonitoring														0	0		0	
63	AFH Licensing	190,644									150,311				340,955	550	619.92		
65a	Temp. Res. Care						1,000								1,000				
65a	Temp. Res. Care Alz							1,070							1,070	35	30.57	6	178
69	Misc Mnd						7,300								7,300	160	45.63	150	49
	Grand Total	5,884,237	740,255	465,182	509,537	13,645	1,096,244	60,088	564,499	224,619	2,470,746	440,286	0	612,256	13,081,598	1,538,474	8.50	71,537	183



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102031

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement  C-5 June 20, 1991

Contact Person Caroline Sullivan (Cilla Murray) Phone 248-2646 Date June 4, 1991

Department Human Services Division Aging Services Bldg/Room B161/2nd Floor

Description of Contract Amendment adds federal Older Americans Act to increase rides.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Tri-Metropolitan Transit District of Oregon (TRI-MET)

Mailing Address 4012 S.E. 17th  
Portland, OR 97202

Phone 238-4970 or 238-4990

Employer ID # or SS # 93-0570353

Effective Date Upon execution

Termination Date June 30, 1991

Original Contract Amount \$ 126,782

Amount of Amendment \$ 25,000

Total Amount of Agreement \$ 161,782

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☒ Monthly \$ Fee for Service

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature] Date 6/4/91

Purchasing Director  
(Class II Contracts Only) \_\_\_\_\_ Date \_\_\_\_\_

County Counsel [Signature] Date 6/6/91

County Chair/Sheriff [Signature] Date 6/6/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

### INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

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

DATE PRINTED: 24-Jun-91


CONTRACT APPROVAL FORM SUPPLEMENT  
ASD COMMUNITY SERVICES PROGRAM, FY 1990-91  
CONTRACTOR: TRI-MET (CAFSTM)  
MOD #:1

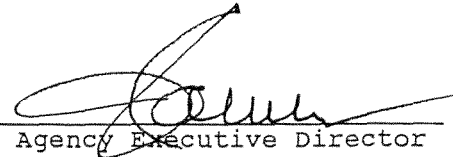
LINE	FUND	AGENCY	ORG CODE	ACT	OBJECT	REPT CATEG	LGFS DESCRIPTION	ORIGINAL AMOUNT	INTERNAL ADJUST	MOD 1	INTERNAL ADJUST	FINAL AMOUNT
01	156	010	1795	AS17	6060	1723	IIIB	\$52,690	(\$40,000)	\$25,000	\$40,000	\$77,690
02	156	010	1795	AS17	6060	1729	COUNTY GF	84,092				84,092
03	156	010	1795	AS17	6060	1724	III-C-1		40,000		(40,000)	0
04												
05												
06												
07												
08												
09												
10												
11												
TOTAL								\$136,782	\$0	\$25,000	\$0	\$161,782


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

MULTNOMAH COUNTY

TRI-METROPOLITAN TRANSIT DISTRICT OF  
OREGON

BY  6/3/91  
Aging Services Division Date  
Program Manager

BY  \_\_\_\_\_  
Agency Executive Director Date

BY  6-4-91  
Aging Services Division Date  
Director

BY \_\_\_\_\_  
Agency Board Chair Date

BY  6/20/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL  
County Counsel for Multnomah County, Oregon

BY  6-6-91  
Date



JUN 20 1991

Meeting Date: JUN 20

Agenda Date: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Contract Amendment with Tri-Met, FY 90-91

BCC Informal: \_\_\_\_\_ BCC Formal: \_\_\_\_\_

Date

Date

DEPARTMENT: Human Services DIVISION: Aging Services

CONTACT: Caroline Sullivan/Cilla Murray TELEPHONE: 248-3646

PERSON(S) MAKING PRESENTATION: Billi Odegaard/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Aging Services Division requests approval of contract amendment #1 with Tri-Met. The amendment adds \$25,000 in federal Older Americans Act funds for the purchase of an additional 6,544 rides to doctors, grocery stores, and meal sites for transportation-handicapped elderly.

*6/24/91 originals to Cilla Murray*

SIGNATURES:

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

OR

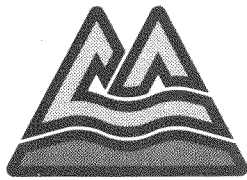
DEPARTMENT MANAGER: Billi Odegaard (he) Acting

(All accompanying documents must have required signatures)

1795911b

1/90

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:20  
MULTNOMAH COUNTY  
OREGON



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683

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

### MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Billi Odegaard, Acting Director *Billi Odegaard (cc)*  
Department of Human Services

FROM: Jim McConnell, Director *Jim B*  
Aging Services Division

DATE: June 4, 1991

SUBJECT: FY 1990-91 Contract Amendment with Tri-Met

**Recommendation:** The Aging Services Division recommends Board of County Commission approval of the attached contract amendment #1 with Tri-Metropolitan Transit District of Oregon (Tri-Met), for the period upon execution through June 30, 1991.

**Analysis:** Due to the demand for rides for frail elderly, the Aging Services Division is allocating \$25,000 additional federal Older Americans Act Title IIIB funds to increase the Tri-Met contract from \$136,782 to \$161,782. These funds will pay for approximately 6,544 more rides to doctors, grocery stores, and meal sites for transportation-handicapped elderly who need door-to-door service. Because these are additional, one-time-only funds, Tri-Met's 40 percent match is not available for these rides. Consequently, Aging Services Division will pay the full cost of these LIFT service rides. The unit price varies by type and length of ride.

**Background:** Transportation is a critical need for many elderly. Aging Services Division's transportation contract is almost spent out, and more funds are needed. The Division is reallocating federal funds earmarked for increases to district center case management rates but unused for that purpose after final negotiations with district center contractors. The funds are included in DHS Budget Modification # 40, based on Amendment #2 to the State Senior and Disabled Services Division revenue contract.

1795911z

DATE PRINTED: 17-May-91

CONTRACT APPROVAL FORM SUPPLEMENT  
ASD COMMUNITY SERVICES PROGRAM, FY 1990-91  
CONTRACTOR: TRI-MET (CAFSTM)  
MOD #:1

LINE	FUND	AGENCY	ORG CODE	ACT	OBJECT	REPT CATEG	LGFS DESCRIPTION	ORIGINAL AMOUNT	INTERNAL ADJUST	MOD 1	FINAL AMOUNT
01	156	010	1795	AS17	6060	1723	IIIB	\$52,690	(\$40,000)	\$25,000	\$37,690
02	156	010	1795	AS17	6060	1729	COUNTY GF	84,092			84,092
03	156	010	1795	AS17	6060	1724	III-C-1		40,000		40,000
04											
05											
06											
07											
08											
09											
10											
11											
TOTAL								\$136,782	\$0	\$25,000	\$161,782



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102831

Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><b>RATIFIED</b></p> <p><b>Multnomah County Board of Commissioners</b></p> <p>C-5 June 20, 1991</p>
---	---	---

Contact Person Caroline Sullivan (Cilla Murray) Phone 248-3646 Date June 4, 1991

Department Human Services Division Aging Services Bldg/Room B161/3rd Floor

Description of Contract Amendment adds federal Older Americans Act to increase rides.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

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

Contractor Name Tri-Metropolitan Transit District of Oregon (TRI-MET)

Mailing Address 4012 S.E. 17th  
Portland, OR 97202

Phone 238-4879 or 238-4980

Employer ID # or SS # 93-0579353

Effective Date Upon execution

Termination Date June 30, 1991

Original Contract Amount \$ 136,782

Amount of Amendment \$ 25,000

Total Amount of Agreement \$ 161,782

## Payment Term

☐ Lump Sum \$ \_\_\_\_\_

☒ Monthly \$ Fee for Service

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager Billi Odegaard (ac) Acting Date 6/5/91

Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
(Class II Contracts Only)

County Counsel [Signature] Date 6-6-91

County Chair/Sheriff [Signature] Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY AGING SERVICES DIVISION  
CONTRACT AMENDMENT NUMBER #1

DURATION OF AMENDMENT: Upon Execution  
CONTRACTOR NAME: Tri-Metropolitan Transit  
District of Oregon  
CONTRACTOR ADDRESS: 4012 NE 17th  
Portland, OR 97202

TO: June 30, 1991  
TELEPHONE: 238-4879  
IRS NUMBER: 93-0579353

This amendment is to that certain contract dated October 1, 1991, between the Multnomah County Aging Services Division, referred to as the "COUNTY" and Tri-Metropolitan Transit District of Oregon (Tri-Met), referred to as the "CONTRACTOR". It is understood by the parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

PART I: SERVICES UNDER REIMBURSEMENT

Subject to the General Conditions and Special Conditions in the original contract and this amendment, CONTRACTOR agrees to provide the services listed below and COUNTY agrees to reimburse CONTRACTOR for providing those services up to the amount(s) specified below.

Service	Current Units	Change	Revised Units	Current County Funds	Change	Revised Funding	Program Income	Revised Funds & Pro.Inc
Rides	65,316	0	65,316	\$136,782	0	\$136,782	\$1,943	\$138,725
Add'l Rides	0	+6,544	6,544	0	+25,000	25,000		25,000
				\$136,782	\$25,000	\$161,782	\$1,943	\$163,725


PART II: AMENDMENT NARRATIVE


This amendment increases the federal Older Americans Act IIIB funds to pay for additional rides for eligible elderly. Tri-Met's 40% match contribution is not available for these rides; consequently the rides will be reimbursed at their full rate based on the schedule of 18 unit rates in the original contract.

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

MULTNOMAH COUNTY

TRI-METROPOLITAN TRANSIT DISTRICT OF  
OREGON

BY  6/3/91 BY \_\_\_\_\_  
Aging Services Division Date Agency Executive Director Date  
Program Manager

BY  6-4-91 BY \_\_\_\_\_  
Aging Services Division Date Agency Board Chair Date  
Director

BY  6/20/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:  
LAURENCE KRESSEL  
County Counsel for Multnomah County, Oregon

BY  6-6-91  
Date

17-May-91

BUDGET SUMMARY

CONTRACTOR: Tri-Met

FISCAL YEAR: 1990-91

MOD # 1

SERVICE	UNITS	CLIENTS	ASD FUNDING					AGENCY UNIT COST SUBSIDY				TOTAL CONTRACT		AGENCY PROGRAM SUBSIDY				
			(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
			ASD	PROGRAM	USDA	SUBTOTAL	CONTRACT	AGENCY	AGENCY	TOTAL	AG. SHARE	TOTAL	UNIT	AGENCY	AGENCY	TOTAL	UNITS	UNIT
			FUNDS	INCOME		ASD	RATE	CASH	INKIND	AGENCY	PER UNIT	FUNDS	COST	CASH	INKIND	AGENCY		COST
Transport	65,316	500	\$136,782	\$1,943		\$138,725	\$2.12	\$91,188		\$91,188	\$1.40	\$229,913	\$3.52	\$73,793		\$73,793	20,964	\$3.52
Add'l Ride	6,544	NA	25,000			25,000	\$3.82			0	\$0.00	25,000	\$3.82	21,000		21,000	5,497	\$3.82
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
						0	NA			0	NA	0	NA			0		NA
TOTAL	XXXXXXXXXXXXXXXXXX		\$161,782	\$1,943	\$0	\$163,725	XXXXXXXXXX	\$91,188	\$0	\$91,188	XXXXXXXXXX	\$254,913	XXXXXX	\$94,793	\$0	\$94,793	XXXXXXXXXXXXXXXXXX	

ASD, 10/88

FILE NAME: BUDSUM.WKS

NOTE: CONTRACT RATE IS ESTIMATED.

NOTE: PROGRAM SUBSIDY DOLLARS AND UNITS CONTINGENT ON RECEIPT OF STATE FUNDING. REFER TO CONTRACT SECTION VIII, D.

NOTE: TRI-MET MATCH NOT AVAILABLE FOR ADDITIONAL RIDES. CONTRACT RATE IS ESTIMATED AVERAGE COST/RIDE BASED ON FULL COST OF RATE SCHEDULE.

*\* Copies of contract available through Clerk's office \**

Meeting Date: JUN 20 1991

Agenda No.: C-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement w/pcc

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between Portland Community College-Portland Employment Project and Multnomah County Developmental Disabilities Program as identified in the FY 91-92 budget. The amount of the agreement is \$24,888.00.

*6/24/91 originals to KATHY TINKLE  
via Caroline - ext 2583*

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:20  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

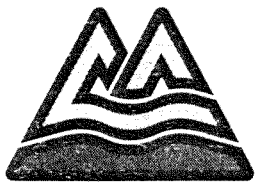
ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Billi Odgaard (R), Acting Dir.

(All accompanying documents must have required signatures)





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (Ac)*  
Acting Director, Department of Human Services

FROM: Gary Smith *DS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Developmental Disabilities Program  
Annual Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Developmental Disabilities (DD) Program renewal contracts for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the DD Program Office for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County from the State Mental Health Division, as well as programs funded locally. Also attached is a summary which identifies all the DD contracts, amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funding allocations for State Mental Health Division services have not been finalized at this time. When final State allocations are determined, any changes will be reflected in future subcontract amendments with the providers. Funds are identified in the 91-92 DD Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT		FUNDING	CONTRACT	BY SVC	----LGFS CODES-----			
ID #	CONTRACTOR	SOURCE	TOTAL	ELEMENT	ORG	ACTIV	OBJ	RPT CAT
PORTLAND EMPL PROGRAM (PCC)			\$24,888.00					
	Supported Employment	State DD 43		\$24,888.00	1258	DD43	6060	1243

\*\*\*\*\*



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100512  
Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center"><b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>          C-6 June 20, 1991</p>

Contact Person Kathy Tinkle Phone 248-3691 Date 5-13-91  
 Department Human Services Division Social Services Bldg/Room 160/6  
 Description of Contract Renewal of annual contract for developmental disabilities services identified in the 91-92 budget.

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

Contractor Name PORTLAND EMPLOYMENT PROJECT - PCO  
 Mailing Address 12000 S.W. 49th  
PORTLAND, OR 97219  
 Phone 244-6111  
 Employer ID # or SS # 93-0575187  
 Effective Date July 1, 1991  
 Termination Date June 30, 1992  
 Original Contract Amount \$ 24,888.00  
 Amount of Amendment \$     
 Total Amount of Agreement \$ 24,888.00

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

**REQUIRED SIGNATURES:**

Department Manager Billi Odgaard (Mc) Acting    Date 5/23/91  
 Purchasing Director    Date     
 (Class II Contracts Only)  
 County Counsel    Date 5-30-91  
 County Chair/Sheriff    Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

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

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: July 1, 1991 to June 30, 1992

Contractor: PORTLAND EMPLOYMENT PROJECT-PCC

Address: 12000 S.W. 49TH  
PORTLAND OR 97219

Phone: 244-6111  
IRS No.: 93-0575187

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of the this agreement, the CONTRACTOR agrees to provide the services within the Service Element(s) listed below. County agrees to pay the CONTRACTOR as per the General and Special Conditions attached.

Service Element	Fund Source	Payment Terms	Total Annual Maximum Payable
DD40 WAC	SMHD		0.00
Work Activity Center			
DD42 SSP	SMHD		0.00
Sheltered Services Program			
DD43 SEP	SMHD	RATE PER MONTHLY ENROLLED CLIENTS	24,888.00
Supported Employment Program			
Grand Total:			24,888.00

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division  
Developmental Disabilities Program  
Special Conditions For Each Service Element

Contractor: PORTLAND EMPLOYMENT PROJECT-PCC

The following Special Conditions Sections are applicable to each Service Element.

Service Element	Fund Source	Slot Count	Special Conditions Sections	FY92 5/08/91
DD40 WAC Work Activity Center	SMHD	0 - 1, 2		
DD42 SSP Sheltered Services Program	SMHD	0 - 1, 3		
DD43 SEP Supported Employment Program	SMHD	5 - 1, 4		



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS**

**1.1 MULTNOMAH COUNTY REQUIREMENTS**

**1.1.1 CONDITIONS FOR ALL CONTRACTORS**

CONTRACTOR agrees to involve and fully inform the COUNTY Developmental Disabilities Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY Developmental Disabilities Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

**1.1.2 REPORTING REQUIREMENTS**

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

Guidelines for DD Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

Communication of critical incidents by provider agencies to Multnomah County has previously been at the discretion of the agency, with few, if any, guidelines for what should be reported. As a result, some agencies have under-reported critical incidents, while others have over-reported.

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what county staff need to know. A basic rule of thumb is for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Case Manager and agency-related to the Residential or Vocational Program Development Specialist. Protective Services guidelines appear at the end.

Critical incidents should be reported by telephone to case manager or back-up case manager within one working day. A written report on the agency's own incident report form (including follow-up) should be forwarded to the county within 5 working days. If necessary, the county will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Case Manager)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care;
2. Any major change in medical regimen due to a seizure disorder, mental illness, a chronic affliction or the appearance of new symptoms, minor medication changes are not included;
3. Any client referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status;  
Examples: Unemployment, threat of unemployment, missing more than 2 days of work, reduction in work performance.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee and is not already approved.
2. Even if an approved program is in place for an individual, report the following incidents:
  - a. Outbursts or other incidents that affect the safety of the client, others or property. For high rate behaviors, the ISP team will decide the reporting schedule.
  - b. New maladaptive behavior.
  - c. Any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property;
4. Changes in payeeship, conservatorship.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues.

II. Incidents Related to Agencies (report to Residential or Vocational Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for extended periods;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability;

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

III. Protective Services

- A. Anyone can and should report to an individual's case manager if there is reason to believe an individual needs protective services. Protective services are available to individuals who meet the following criteria:

Case-managed individuals who are eighteen years of age or older, are unable to protect his/her own interest and are harmed or threatened with harm through the individual's or another's action or inaction. Harm is defined in this section as to mean neglect, physical punishment, sexual exploitation, threats, coercion or humiliation directed toward any individual or the withholding of an individual's regular meal, personal property, medication, or aid to physical functioning.

- B. Protective Services include:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Counseling to the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. A case manager does not have authority to consent to medical procedures on behalf of an individual.
6. Securing a guardian, commitment or other protective placement as needed.
7. Assisting the individual in order to assure his/her receipt of rights and entitlements due to the adults at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

- C. Contractor must:

1. Receive authorization from Protective Services Unit before conducting any internal investigations.
2. Fully cooperate with and give priority to Protective Services' investigations.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.3 REQUEST FOR QUALIFICATIONS SPECIAL CONDITIONS

CONTRACTOR understands that CONTRACTOR must apply for and obtain qualified provider status during the next (FY 1991/92) Social Services Division Request for Qualifications (RFQ) process. CONTRACTOR must obtain qualified provider status prior to July 1, 1992 in order for COUNTY to continue the contracting relationship.

In the interim, COUNTY requires CONTRACTOR to submit the following information within 30 days of the execution of this agreement:

1. The agency's most recent audit or annual financial statements if no audit is available.
2. The most recent Year-to-date revenue and expenditure summary;
3. The most recent agency budget and Year-to-date budget comparisons;
4. A copy of the agency General Ledger Chart of Accounts;
5. Evidence that the organization is registered to do business in the State of Oregon:
  - a. Provide a copy of organization's current registration submitted to the Secretary of State, Corporation Division.
  - b. Additionally, for private non-profits, also provide a copy of the organization's 501.C.3 designation letter.

If any of the above documentation is not available, CONTRACTOR must provide COUNTY with written explanation. Additionally, COUNTY will schedule a fiscal review within three (3) months of the execution of this agreement.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

2 DD-40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Work activity centers are out-of-home programs for adults with severe developmental disabilities which provide long-term employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve individuals' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 140.

2.1.2 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

2.1.3 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 percent conversion to supported employment by 1992 is well documented. CONTRACTOR will submit a copy of their individual conversion plans by September 1, 1991 to COUNTY Vocational Program Development Specialist. The goal of 50 percent conversion is a county-wide target.

CONTRACTOR will provide 25 hours of service per week to each DD 40 funded individual.

CONTRACTOR agrees to adhere to minimum staffing requirements outlined in Attachment A.

CONTRACTORS providing supported employment services will follow the Multnomah County contract conditions for DD 43 Supported Employment.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation.

**2.2.2 CLOSURE**

CONTRACTOR may discontinue regular programs for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disability service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing the residential care-givers of Developmental Disability service recipients, as well as COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

**2.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**2.2.4 REPORTING REQUIREMENTS**

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable.

**2.2.5 ALTERNATIVE TO EMPLOYMENT SERVICES**

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTOR may expend Vocational (DD 40) funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 40 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with Vocational (DD 40) funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors listed above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community-based employment as is appropriate, based on the ISP.



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**3 DD 42 - SHELTERED SERVICES PROGRAM**

**3.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**3.1.1 SERVICE DESCRIPTION**

Sheltered services programs provide long-term sheltered employment services to disabled individuals with severe developmental disabilities. The program is responsible for providing vocational-oriented services to eligible persons. Services shall include actual work, vocational training, and/or training in a variety of other areas deemed necessary for the individual to develop greater levels of productivity and independence in vocational areas.

This service is regulated by: OAR 309-47-000 through 140.

**3.1.2 SPECIAL REPORTING REQUIREMENTS**

"Vocational Outcomes Measurement" per instructions in Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

**3.1.3 PAYMENT PROCEDURES**

Payment is based on a rate per day of service received, except that cumulative payments may not exceed the total annual contract amount.

Funds will be disbursed through monthly allotments which may be adjusted periodically by STATE DIVISION to reflect services actually received by clients as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between CPMS reports and payments which may have occurred during the year.

**3.2 MULTNOMAH COUNTY REQUIREMENTS**

**3.2.1 PERFORMANCE REQUIREMENTS**

The COUNTY's goal of 50 percent conversion to supported employment by 1992 is well documented. CONTRACTOR will submit a copy of their individual conversion plans by September 1, 1991 to COUNTY Vocational Program Development Specialist. The goal of 50 percent conversion is a county-wide target.

CONTRACTOR will provide 25 hours of service per week to each DD 42 funded client.

CONTRACTOR agrees to adhere to minimum staffing requirements outlined in Attachment A.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTORS providing Supported Employment Services will follow the Multnomah County Contract Conditions for DD 43 Supported Employment.

CONTRACTOR is jointly responsible with COUNTY case managers for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation.

3.2.2 CLOSURE

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disability service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing the residential care-givers of Developmental Disability service recipients, as well as COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in the agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

3.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

3.2.4 REPORTING REQUIREMENTS

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable.

3.2.5 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social and/or therapeutic needs of the individuals it serves and is conducted away from the individual's residence.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTOR may expend Vocaitonal (DD 42) funds to provide an alternative to employment service only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. The COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with Vocational (DD 42) funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors listed above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community-based employment as is appropriate, based on the ISP.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**4.1.1 SERVICE DESCRIPTION**

Supported employment programs provide long-term, individualized support to individuals with severe developmental disabilities in employment settings. Using a variety of employment models, including work crews, enclaves in industry, and individual supported jobs, individuals with disabilities will be employed a minimum of 20 hours per week in work sites with no more than seven other workers with disabilities. Employment sites must provide significant contact with non disabled people and maximize opportunities for productivity, integration, and independence. Additional support services may include time-limited job procurement and reasonable interim job-find services in case of job loss.

Service emphasizes an integrated employment setting for individuals with disabilities. Models of service include, but are not limited to, the following:

**ENCLAVE** The enclave model is a small group of individuals with disabilities who work and are supervised in an industry or business. Typically up to 8 workers with disabilities will work on a manufacturing line managed by specially trained supervisors. Enclave units are expected to meet production schedules and ensure the same high quality production as other units employing non disabled workers. Physical and social integration occurs as a natural part of the daily operation.

**SUPPORTED JOB MODEL** The supported job model provides individuals with disabilities regular community jobs and provides the necessary support on the work site for an individual to learn and perform the work. This model differs from the enclave in that single individuals work at single job sites, supervising and training are faded back to the minimum necessary requirements. Basic supports to maintain individuals in this employment setting are provided on a long-term basis.

**CREW MODEL** The crew model is based on a small business, employing 3 to 5 individuals with disabilities and a supervisor. This group contracts with businesses in the community to do work such as window washing, building maintenance, groundskeeping, etc. The crew model works a variety of small, limited duration contracts and blends them into reasonable, wage-generating work. Integration may be enhanced by employing a number of non disabled co-workers on the crew.

This service is regulated by: OAR 309-47-000 through 140.

**4.1.2 PERFORMANCE REQUIREMENTS**

Supported employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Services provide a minimum of 20 hours paid work per week.

Workers must have reasonable opportunities to interact with non disabled peers (non-paid service providers).

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**  
(Continued)

**4.1.2 PERFORMANCE REQUIREMENTS** (Continued)

The work performed must be paid in the form of wages. Sub-minimum wages are acceptable within the limitations of the requirements of state and federal statutes.

High School Transition individuals must be from a special education program (eligible for Developmental Disabilities services), 21 years of age, and have participated in an employment transition program through the school program.

**4.1.3 SPECIAL REPORTING REQUIREMENTS**

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

**4.1.4 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, except that cumulative payments may not exceed the total annual contract amount.

Funds will be disbursed through monthly allotments which will be adjusted periodically by STATE DIVISION to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

**4.2 MULTNOMAH COUNTY REQUIREMENTS**

**4.2.1 PERFORMANCE REQUIREMENTS**

CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation. Contractor agrees to adhere to minimum staffing requirements outlined in Attachment A.

DD 40 and 42 funding used for supported employment slots will follow DD 43 contract conditions.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT** (Continued)

**4.2 MULTNOMAH COUNTY REQUIREMENTS** (Continued)

**4.2.2 CLOSURE**

In the case that a supported employment site is solely the responsibility of the CONTRACTOR and involves no host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

**4.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**4.2.4 REPORTING REQUIREMENTS**

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable; Vocational Rehabilitation involvement, when applicable and notice of date to review referrals. COUNTY must receive notice of date to review referrals two weeks prior of review date.

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report. This report will be submitted to COUNTY Vocational Program Development Specialist by the 10th of each month.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.5 UNEMPLOYMENT

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing 20 hours of supported employment or 25 hours of alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, which shall include:

1. Options to be provided during periods of unemployment including, but not limited to:
  - a. community activities
  - b. volunteer work
  - c. job search and development
  - d. submission of waiver requests to allow the individual to remain home without supervision
  - e. splitting costs between residential provider and vocational provider
  - f. vocational staff working at the individual's residence
  - g. temporary placement at a facility-based vocational program or at a county-sponsored day activity;
2. Clear delineation of the roles of the ISP Team members;
3. Amount of contact by CONTRACTOR during periods of unemployment. Minimum contact during unemployment is 1 time per week, which will include a minimum total of 2 hours face-to-face contact per month.
4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY case manager will be verbally notified within one day. Within three days after this notification, COUNTY case manager will hold a conference or conference call with the residential and vocational providers to determine if an ISP meeting to modify the unemployment plan is necessary. The individual or any member of the ISP team can request a meeting. If necessary, an interim plan for what to do prior to the ISP meeting will be arranged at the time.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and slot to another contractor.

In the case of new slots that are to be phased in, COUNTY will phase-in the new slots only when 75% or more of the present slot individuals are employed under the contract standards for supported employment.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 43 funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 43 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. The COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with DD 43 funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community based employment as is appropriate, based on the ISP.



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

Attachment A

Portland Employment Project

CONTRACTOR agrees to adhere to the following minimum staffing requirements:

		<u>Actual Staffing</u>
Individual placements	1:8	1:7

Multnomah County Social Services Division  
Subcontract Agreement Signature Page

Contractor: PORTLAND EMPLOYMENT PROJECT - PCC


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

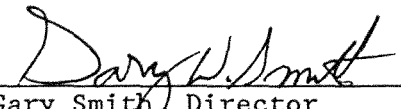
Contractor:

By: \_\_\_\_\_  
Contractor Executive Director Date

By: \_\_\_\_\_  
Contractor Board Chairperson Date

Multnomah County, Oregon:


By:  5-10-91  
Dennis Adams Date  
Program Manager

By:  5/21/91  
Gary Smith Date  
Director  
Social Services Division

By:  6/30/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  5-30-91  
Date

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

JUN 20 1991

Agenda No.: \_\_\_\_\_

C-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Gresham School District

BCC Informal \_\_\_\_\_

(date)

BCC Formal \_\_\_\_\_

(date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Kathy Tinkle

TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐

INFORMATIONAL ONLY

☐

POLICY DIRECTION

☒

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the Gresham School District and the Multnomah County Youth Program Office as identified in the FY 91-92 budget. The amount of the agreement is \$16, 670.

6/24/91 originals to Kathy Tinkle  
via Caroline - ext 2583

(If space is inadequate, please use other side)

SIGNATURES:

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

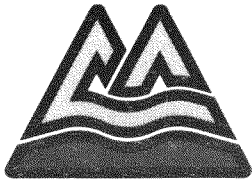
Or

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

Billi Iodgaard

(All accompanying documents must have required signatures)

MULTNOMAH COUNTY  
OREGON  
JUN 12 PM 3:21  
COUNTY COMMISSIONER



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Bill Odegaard  
Acting Director, Department of Human Services

FROM: Gary Smith  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Youth Program Office Annual  
Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Youth Program Office renewal of Intergovernmental Agreements for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the Youth Program Office (YPO) for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County by the Community Children and Youth Services Commission, as well as programs funded locally. Also attached is a summary of all the YPO contracts, identifying contracted amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funds are identified in the 91-92 YPO Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC.8)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----L6FS CODES-----			
					ORG	ACTIV	OBJ	RPT C
*****								
	ALBINA MINISTERIAL ALLIANCE		\$89,920					
	Prevention	CGF	YS03	\$2,888	1529	YS03	6060	1509
	Prevention	OCCYSC	YS03	\$67,032	1529	YS03	6060	1502
*****								
	AMERICAN RED CROSS		\$18,000					
	Prevention	GS	YS03	\$18,000	1541	YS03	6060	1503
*****								
	KEITH BAKER		\$9,785					
	Svc Fund	CGF	YS07	\$9,785	1533	YS07	6060	1509
*****								
	REBECCA BLACK		\$9,949					
	Svc Fund	CGF	YS07	\$9,949	1534	YS07	6060	1509
*****								
	BOYS' & GIRLS' AID SOCIETY		\$73,261					
	Prevention	CGF	YS03	\$22,511	1506	YS03	6060	1509
	Prevention	OCCYSC	YS03	\$22,750	1506	YS03	6060	1502
	SRI	OCCYSC	YS05	\$28,000	1506	YS05	6060	1502
*****								
	COMMUNITY ADVOCATES		\$35,632					
	Prevention	CGF	YS03	\$35,632	1508	YS03	6060	1509
*****								
	DELAUNAY MENTAL HEALTH		\$461,024					
	Diversion	CGF	YS01	\$239,215	1509	YS01	6060	1509
	Diversion	City	YS01	\$13,597	1509	YS01	6060	1506
	Prevention	CGF	YS03	\$26,394	1509	YS03	6060	1509
	Prevention	GS	YS03	\$178,017	1509	YS03	6060	1503
	Svc Fund	CGF	YS07	\$3,801	1509	YS07	6060	1509
*****								
	GRESHAM SCHOOL DISTRICT		\$16,670					
	Prevention	OCC/SRI	YS03	\$16,670	1543	YS05	6060	1502
*****								
	INSIGHTS TEEN PARENT PROGRAM		\$35,632					
	Prevention	CGF	YS03	\$35,632	1523	YS03	6060	1509
*****								
	JANIS YOUTH PROGRAMS		\$306,504					
	Crisis/Shelter	OCCYSC	YS04	\$168,394	1510	YS04	6060	1502
	Crisis/Shelter	CGF	YS04	\$138,110	1510	YS04	6060	1509
	Student Retent	OCCYSC	YS05	Requirements	1510	YS05	6060	1502
*****								
	LUTHERAN FAMILY SVCS		\$224,671					
	Diversion	CGF	YS01	\$212,461	1512	YS01	6060	1509
	Diversion	City	YS01	\$12,210	1512	YS01	6060	1506
*****								

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES----- ORG ACTIV OBJ RPT C			
MAINSTREAM			\$270,014					
	Diversion	CGF YS01		\$196,321	1513	YS01	6060	1509
	Diversion	City YS01		\$11,100	1513	YS01	6060	1506
	High-Risk	OCCYSC YS02		\$40,000	1513	YS02	6060	1502
	Svc Fund	CGF YS07		\$22,593	1513	YS07	6060	1509
*****								
MERCY CORPS INTERNATIONAL			\$70,724					
	High-Risk	OCCYSC YS02		\$70,724	1511	YS02	6060	1502
*****								
MULTNOMAH CO EDUC SERVICE DISTR			\$11,907					
	Prevention	SRI YS05		\$11,907	1544	YS05	6060	1502
*****								
MULTNOMAH CO HEALTH DIVISION			\$164,319					
	Prevention	GS YS03		\$164,319	1538	YS03	6060	1503
*****								
MULTNOMAH COUNTY LIBRARY			\$40,033					
	Prevention	GS YS03		\$40,033	1539	YS03	6060	1503
*****								
NARA			\$31,218					
	Prevention	OCCYSC YS03		\$31,218	1531	YS03	6060	1502
*****								
NE COAL NEIGHBORHOOD			\$197,281					
	Youth Gang Outreach	CGF YS06		\$197,281	1528	YS06	6060	1509
*****								
OPEN MEADOW			\$50,000					
	High-Risk	OCCYSC YS02		\$50,000	1515	YS02	6060	1502
	Student Retent	OCCYSC YS05		Requirements	1515	YS05	6060	1502
*****								
OUTSIDE-IN			\$32,226					
	Crisis/Shelter	CGF YS04		\$32,226	1516	YS04	6060	1509
*****								
POIC			\$50,000					
	High-Risk	OCCYSC YS02		\$50,000	1517	YS02	6060	1502
	Student Retent	OCCYSC YS05		Requirements	1517	YS05	6060	1502
*****								
PORTLAND IMPACT			\$450,236					
	Diversion	CGF YS01		\$242,453	1518	YS01	6060	1509
	Diversion	City YS01		\$13,783	1518	YS01	6060	1506
	Prevention	GS YS03		\$178,017	1518	YS03	6060	1503
	SRI	SRI YS05		\$15,983	1518	YS05	6060	1502
*****								

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES----- ORG ACTIV OBJ RPT C			
PTLD PUBLIC SCHOOLS			\$172,354					
	Prevention	CGF YS03		\$100,781	1519	YS03	6060	1509
	Prevention	GS YS03		\$40,610	1519	YS03	6060	1503
	SRI	SRI YS05		\$30,963	1519	YS05	6060	1502
*****								
SERENDIPITY COUNSELING			Requirements					
	SRI	SRI YS05		Requirements	1520	YS05	6060	1502
*****								
TLC/TNT			\$9,054					
	Svc Fund	CGF YS07		\$9,054	1535	YS07	6060	1509
*****								
TRANSITION PROJECTS			\$175,563					
	Crisis/Shelter	CGF YS04		\$96,563	1507	YS04	6060	1509
	Crisis/Shelter	City YS04		\$79,000	1507	YS04	6060	1506
*****								
TRI-COUNTY YOUTH SVCS CONSORTIU			\$26,348					
	Crisis/Shelter	CGF YS04		\$26,348	1521	YS04	6060	1509
*****								
URBAN LEAGUE			\$487,830					
	Diversion	CGF YS01		\$263,845	1522	YS01	6060	1509
	Diversion	City YS01		\$14,985	1522	YS01	6060	1506
	High-Risk	OCCYSC YS02		\$209,000	1522	YS02	6060	1502
*****								
YMCA/EAST COUNTY			\$251,099					
	Diversion	CGF YS01		\$237,594	1524	YS01	6060	1509
	Diversion	City YS01		\$13,505	1524	YS01	6060	1506
*****								
YMCA/Mt HOOD			\$247,716					
	Diversion	CGF YS01		\$234,396	1525	YS01	6060	1509
	Diversion	City YS01		\$13,320	1525	YS01	6060	1506
*****								

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES-----			
					ORG	ACTIV	OBJ	RPT C
	GRESHAM SCHOOL DISTRICT		\$16,670					
	Prevention	OCC/SRI YS03		\$16,670	1543	YS05	6060	1502

\*\*\*\*\*





# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100982

Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>C-7 June 20, 1991</u>

Contact Person Kathy Tinkle Phone 248-3691 Date May 13, 1991

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

Description of Contract Renewal of annual contract for YPO services identified in the 1991-92 budget

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

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

Contractor Name Gresham School District

Mailing Address 1331 NW Eastman Parkway  
Gresham, OR 97030

Phone 661-6330

Employer ID # or SS # 93-6000831

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 16,670

Amount of Amendment \$   

Total Amount of Agreement \$ 16,670

## Payment Term

☐ Lump Sum \$   

☒ Monthly \$ Allotment

☐ Other \$   

☐ Requirements contract - Requisition required.

Purchase Order No.   

☐ Requirements Not to Exceed \$   

## REQUIRED SIGNATURES:

Department Manager Billi Lodgegard

Date 5/30/91

Purchasing Director  
(Class II Contracts Only)   

Date   

County Counsel   

Date 6-3-91

County Chair/Sheriff   

Date 4/20/91

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

INSTRUCTIONS ON REVERSE SIDE

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

100982

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992  
CONTRACTOR NAME: Gresham School District TELEPHONE: 661-6330  
CONTRACTOR ADDRESS: 1331 NW Eastman Parkway I.R.S. NUMBER: 93-0000831  
Gresham, OR 97030

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

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Payment Terms</u>
Untapped Potential YS05	SGF/SRI	\$ 16,670	Monthly allotment adjusted to reported expenditures
Total		\$ 16,670	

YOUTH PROGRAM OFFICE GENERAL CONDITIONS

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

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

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

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations including, if applicable, the Youth Service Center Standards and Guidelines. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, State Community Children and Youth Services Commission, if applicable, and Federal Government, if applicable. CONTRACTOR agrees to maintain clinical and fiscal records consistent with applicable rules and regulations and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Community Children and Youth Services Commission, if applicable, State of Oregon Division of COUNTY, State Community Children and Youth Services Commission, if applicable, or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services division and State Community Children and Youth Services Commission, if applicable, to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review of site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contracts funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.
4. If CONTRACTOR is determined by COUNTY to be a sub-recipient of federal funds passed through COUNTY, CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

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

#### C. Required Fiscal Reports

##### 1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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



D. Applicability of Required Fiscal Reports

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

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

Client Tracking System: CONTRACTOR agrees to prepare and furnish enrollment, service and termination information on Client Tracking System (CTS) forms for all clients when the service funded wholly or in part by COUNTY. CTS data shall be submitted by the 7th working day of each month, or in another manner as prescribed by the COUNTY. Forms shall be completed in accordance with the Oregon Youth Programs Client Tracking System Manual.

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

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

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):  
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;  
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Social Services Division Subcontractors' Financial Procedures, dated September, 1987.

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

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by Social Services Division Financial Procedures, dated September, 1987.

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

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

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

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

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

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

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

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

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

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

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State, if applicable, all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

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

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

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

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

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

XXIII. Amendment.

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

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

XXIV. Termination.

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

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

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

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

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

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

4. If the Agreement between COUNTY and the State Community Children and Youth Services Commission, if applicable, for provision of youth services is terminated by the State for any reason.

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

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

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

## SPECIAL CONDITIONS

### Untapped Potential

#### I. Target Population

1. Contractor will provide services hereinafter described to a minimum of 100 unduplicated clients by June 30, 1992.
2. Clients eligible for Contractor's service will be eighth and ninth grade students from targeted East Multnomah County Schools and will be residents of Multnomah County.

#### II. Client Services

1. Contractor will provide the following services to all appropriate clients:
  - a. Every youth will receive needs assessment.
  - b. 100 youth will receive service plan with one or more of the following elements: support groups, mentoring, peer counseling, individual guidance.
  - c. Provide a minimum of 200 hours of case coordination, referral, and advocacy for participating students.

#### III. Other Services

1. Untapped Potential class will visit the high school for informational orientation to the facility at least once before the end of the 91-92 school year.

#### IV. Other Conditions

1. Contractor will maintain compliance with Youth Program Office standards and be subject to Youth Program Office site review.
2. Contract compliance shall be monitored through the use of the Client Tracking System and other specified reports. Contractor shall be subject to any Youth Program Office policies regarding contract compliance including but not limited to the Corrective Action Policy.
3. Contractor will fully participate in outcome measures as required by the County.

The Outcome Objective for the Untapped Potential Program is:

Youth completing program services will show improvement in one or more of the following: school attendance (to include attendance and tardies), academic performance (GPA), and social behavior (behavioral referrals, suspensions, or expulsions).

4. Contractor will submit within 60 days of execution of the contract a proposed work plan for addressing organizational efforts toward racial/cultural diversity. The work plan shall be based upon values contained within the Multnomah County Community Children and Youth Services Commission Cultural Diversity Policy.
5. Contractor will provide the County with no less than 3 narrative client profiles in a format prescribed by the County. Profiles shall be a balance of successful and unsuccessful clients. Profiles shall be submitted no later than 30 days following the end of the second quarter.
6. Any requests for exceptions to any of these terms and conditions of this contract must be submitted in writing to the Youth Program Office. Contractor shall notify the Youth Program Office in writing of any changes in program operation or staffing patterns prior to such changes taking place.
7. Untapped Potential will have written agreements to provide services to participating students with all participating schools by September 30, 1991.

CONTRACTOR NAME

Gresham School District/Untapped Potential

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Agency Executive Director Date

By Michael H. Hunsley May 14 1991  
Program Manager Date

By \_\_\_\_\_  
Agency Board Chairperson Date

By Douglas H. Smith 5/24/91  
Social Services Division Director Date

By Gladys McCoy 6/20/91  
Gladys McCoy Multnomah County Chair Date

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By LA Laurence Kressel 6.3.91  
Date

Meeting Date: JUN 20 1991

Agenda No.: C-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Portland Public Schools

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the Portland Public School District #1 and the Multnomah County Youth Program Office as identified in the FY 91-92 budget. The amount of the agreement is \$172,354.

*6/24/91 originals to Kathy Tinkle  
via Caroline/ ext. 2583*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Billi Shepard

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:21  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Bill Odegaard  
Acting Director, Department of Human Services

FROM: Gary Smith  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Youth Program Office Annual  
Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Youth Program Office renewal of Intergovernmental Agreements for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the Youth Program Office (YPO) for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County by the Community Children and Youth Services Commission, as well as programs funded locally. Also attached is a summary of all the YPO contracts, identifying contracted amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funds are identified in the 91-92 YPO Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC.8)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES-----			
					ORG	ACTIV	OBJ	RPT C
	PTLD PUBLIC SCHOOLS		\$172,354					
	Prevention	CGF Y503		\$100,781	1519	Y503	6060	1509
	Prevention	GS Y503		\$40,610	1519	Y503	6060	1503
	SRI	SRI Y505		\$30,963	1519	Y505	6060	1502



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101002

Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-8 June 20, 1991

Contact Person Kathy Tinkle Phone 248-3691 Date May 13, 1991

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

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

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

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

Contractor Name School District #1-Portland Public Schools

Mailing Address Grants Management

PO Box 3107/Portland 97208

Phone 249-2000 x220

Employer ID # or SS # 93-6000830

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 172,354

Amount of Amendment \$                     

Total Amount of Agreement \$ 172,354

## Payment Term

☐ Lump Sum \$                     

☒ Monthly \$ Allotment

☐ Other \$                     

☐ Requirements contract - Requisition required.

Purchase Order No.                     

☐ Requirements Not to Exceed \$                     

## REQUIRED SIGNATURES:

Department Manager Bill Oregard Date 5/30/91

Purchasing Director                      Date                     

(Class II Contracts Only)

County Counsel                      Date 6-3-91

County Chair/Sheriff                      Date 6/30/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

101007

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992  
CONTRACTOR NAME: School Dist. #1 - Multnomah County TELEPHONE: (503) 249-2000 Ext.220  
Grants Management  
CONTRACTOR ADDRESS: P. O. Box 3107 I.R.S. NUMBER: 93-6000830  
Portland, Oregon 97208

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

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Payment Terms</u>
Infant Toddler Care Centers	CGF	\$ 95,502	
YS03	SGF/SRI	\$ 13,808	Monthly allotment adjusted to reported expenditures.
SKIP screenings (preschool)	CGF	\$ 5,279	
YS03	SGF/ Great Start	\$ 26,802	Monthly allotment adjusted to reported expenditures.
Student Services North Portland	SGF/SRI	\$ 30,963	
YS05			Monthly allotment adjusted to reported expenditures
Total		\$172,354	

## YOUTH PROGRAM OFFICE GENERAL CONDITIONS

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

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

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

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations including, if applicable, the Youth Service Center Standards and Guidelines. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, State Community Children and Youth Services Commission, if applicable, and Federal Government, if applicable. CONTRACTOR agrees to maintain clinical and fiscal records consistent with applicable rules and regulations and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Community Children and Youth Services Commission, if applicable, State of Oregon Division of COUNTY, State Community Children and Youth Services Commission, if applicable, or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services division and State Community Children and Youth Services Commission, if applicable, to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review of site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

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

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

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

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

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

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

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

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

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

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



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

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

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

XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

Client Tracking System: CONTRACTOR agrees to prepare and furnish enrollment, service and termination information on Client Tracking System (CTS) forms for all clients when the service funded wholly or in part by COUNTY. CTS data shall be submitted by the 7th working day of each month, or in another manner as prescribed by the COUNTY. Forms shall be completed in accordance with the Oregon Youth Programs Client Tracking System Manual.

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

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

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):  
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;  
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Social Services Division Subcontractors' Financial Procedures, dated September, 1987.

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

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by Social Services Division Financial Procedures, dated September, 1987.

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

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

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

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

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

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

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

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

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

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

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State, if applicable, all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

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

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

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

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

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

XXIII. Amendment.

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

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

XXIV. Termination.

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

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

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

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

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

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

4. If the Agreement between COUNTY and the State Community Children and Youth Services Commission, if applicable, for provision of youth services is terminated by the State for any reason.

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

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

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

## SPECIAL CONDITIONS

### PORTLAND SCHOOL DISTRICT 1J INFANT TODDLER CARE CENTER

#### I. Target Population

1. District will provide services hereinafter described to a minimum of 50 unduplicated clients by June 30, 1992.
2. Clients eligible for Contractor's services shall be the infants/toddlers of young women enrolled in the PPS Teen Parent Program and reside in Multnomah County.

#### II. Client Services

1. District will provide:
  - a. quarterly developmental screening(s) on enrolled infants/toddlers;
  - b. appropriate referral of teen parent and/or child/ren to other community agencies;
  - c. scheduled participation time in the Center for teen parent to learn about child development, parenting skills, child care procedures and to observe role models for appropriate adult/child interactions.
  - d. monthly consultation with child care staff regarding child's developmental status and focus for attention;
  - e. an annual report to the Youth Program Office documenting status of a-d listed above.
2. District will assure provision of the following services to be delivered by its subcontractor:
  - a. a minimum of three appropriately equipped CSD licensed child care facilities operated in conjunction with the Teen Parent Program schedule and conforming to state established minimum standards.
  - b. daily activities addressing cognitive, social, emotional and physical domains and conforming to standards of developmentally appropriate practice 6 hours per day for 173 school days for a total 1038 hours;
  - c. monthly consultation with case management staff regarding child's developmental status and focus for attention;
  - d. a daily written anecdotal observation of each child in attendance at the Center.

SPECIAL CONDITIONS  
SCREENING CHILDREN/INFORMING PARENTS (SKIP)

I. Target Population

1. Contractor will provide by June 30, 1992
  - a. a minimum of one (1) SKIP screening to three/four year olds living in East County under County General Fund;
  - b. two screenings targeted specifically to the infant/toddler age group with followup services under a Great Start grant.

II. Client Services

1. Components of the developmental screenings shall include:
  - o health status
  - o dental status
  - o speech/language
  - o motor skill development
  - o hearing & vision screening
  - o parent information

III. Program Services

1. SKIP will maintain one staff position to provide followup for children screened under this contract where followup is not provided by another agency or source (such as Parent Child Services).
2. SKIP will provide the Youth Program Office with a copy of the results from each screening including number screened, problems identified by each screening component, referrals made, summary of parent surveys and will complete Family Tracking forms on screening participants.
3. SKIP will plan with staff from the Youth Program Office for a means of instituting and documenting followup process and procedures for East County screenings.



## SPECIAL CONDITIONS

### North Portland Student Services Center

#### I. Target Population

1. Contractor will provide services hereinafter described to a minimum of 75 unduplicated clients by June 30, 1992.
2. Clients eligible for Contractor's services will be sixth, seventh, and eighth grade students from Portsmouth and Ockley Green Middle Schools and who have been identified as at risk of dropping out of school.
3. Clients eligible for Contractor's service will be residents of Multnomah County.

#### II. Client Services

1. Contractor will provide:

Program service designed to increase academic functioning for identified at risk students at Ockley Green and Portsmouth Middle School through individual and group counseling, student advocacy, referrals to outside agencies, crisis intervention, and student support services. Provide a minimum of 2,500 service hours by June 30, 1992.

### III. Other Requirements

1. ITDC Centers will maintain capacity to serve a minimum of 28 children at all times.
2. Contractor will maintain compliance with Youth Program Office Program Standards and be subject to the YPO site review process.
3. District and Center will fully participate in outcome indicator measurement as required by County.

The outcome objective for ITDC infants and toddlers is:

Those children receiving services for one consecutive month will maintain appropriate developmental status and achieve developmental milestones as assessed through staff observation and/or developmental screening. Those children exhibiting behavioral, cognitive, gross motor or physical discrepancies will receive appropriate referrals and followup insuring recommended specialized services are received.

The outcome objectives for the North Portland Student Service Center are:

- a. Youth completing program services will show improvement in one or more of the following: school attendance (to include attendance and tardies), academic performance (GPA), and social behavior (behavioral referrals, suspensions, or expulsions).
  - b. 25 participating 8th graders will advance into high school by June 30, 1992.
4. Contractor will provide the County with not less than three (3) narrative parent/child profiles in a format prescribed by the County. Profiles shall be submitted no later than 30 days following the end of the second quarter.
  5. Contract compliance shall be monitored through the use of the Client Tracking System (CTS), Great Start Tracking System (GSS) and any other specified reports. Contractor shall be subject to any YPO policies regarding contract compliance including, but not limited to, the Corrective Action Policy.

6. Contractor will submit within 60 days of execution the contract a proposed workplan for addressing organizational efforts towards racial/cultural diversification. The workplan shall be based upon values contained within the Multnomah County Community Children and Youth Service Commission (CCYSC) Cultural Diversity Policy. By August 1, 1992, contractor shall submit a written report indicating results in the achievement of workplan objectives.
7. District's subcontractor will participate in Prevention contractors coordination and planning meetings.
8. Any requests for exceptions to any terms and conditions of this contract must be submitted in writing to the County. District shall notify the County, in writing, of any changes in program operations or staffing patterns prior to such change taking place.

CONTRACTOR NAME

School District #1 Multnomah County Grants Management

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Agency Executive Director Date

By *Herb Hensley* May 15, 1991  
Program Manager Date

By \_\_\_\_\_  
Agency Board Chairperson Date

By *Dorothy Smith* 5/24/91  
Social Services Division Director Date

By *Gladys McCoy* 6/28/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *LA Lazurby* 4.3.91  
Date

Meeting Date: JUN 20 1991

Agenda No.: C 9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement with Multnomah Education Service District

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the Multnomah Education Service District and the Multnomah County Youth Program Office as identified in the FY 91-92 budget. The amount of the agreement is \$11,907.

*6/24/91 originals to Kathy Tinkle  
via Caroline/ext 2583*

(If space is inadequate, please use other side)

SIGNATURES:

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

Or

DEPARTMENT MANAGER Billi Idegaard

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:21  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

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

FROM: Gary Smith *DWS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Youth Program Office Annual  
Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Youth Program Office renewal of Intergovernmental Agreements for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the Youth Program Office (YPO) for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County by the Community Children and Youth Services Commission, as well as programs funded locally. Also attached is a summary of all the YPO contracts, identifying contracted amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funds are identified in the 91-92 YPO Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC.8)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID #	CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES-----			
					ORG	ACTIV	OBJ	RPT C
	MULTNOMAH CO EDUC SERVICE DISTR		\$11,907					
	Prevention	SRI YS05		\$11,907	1544	YS05	6060	1502

\*\*\*\*\*



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100992

Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-9 June 20, 1991
---	---	---

Contact Person Kathy Tinkle Phone 248-3691 Date May 13, 1991

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

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

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

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

Contractor Name Multnomah Education Service District   

Mailing Address PO Box 301039

Portland, OR 97230

Phone 255-1841

Employer ID # or SS # 93-6000829

Effective Date July 1, 1991

Termination Date June 30, 1992

Original Contract Amount \$ 11,907

Amount of Amendment \$   

Total Amount of Agreement \$ 11,907

## Payment Term

☐ Lump Sum \$   

☒ Monthly \$ Allotment

☐ Other \$   

☐ Requirements contract - Requisition required.

Purchase Order No.   

☐ Requirements Not to Exceed \$   

## REQUIRED SIGNATURES:

Department Manager Billi Odgaard

Purchasing Director  
(Class II Contracts Only)   

County Counsel   

County Chair/Sheriff   

Date 5/30/91

Date   

Date 6-3-91

Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



110492

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

DURATION OF AGREEMENT: July 1, 1991 TO: June 30, 1992  
CONTRACTOR NAME: Multnomah Education Service District TELEPHONE: 255-1841  
CONTRACTOR ADDRESS: PO Box 301039 I.R.S. NUMBER: 93-6000829  
Portland, OR 97230

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

SERVICES UNDER MONTHLY ALLOTMENT

<u>Service Element</u>	<u>Fund Source</u>	<u>Total Annual Maximum Payable</u>	<u>Payment Terms</u>
MESD Teen Mom Program YS05	SGF/SRI	\$ 11,907	Monthly allotment adjusted to reported expenditures

Total \$ 11,907

YOUTH PROGRAM OFFICE GENERAL CONDITIONS

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

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

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

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations including, if applicable, the Youth Service Center Standards and Guidelines. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, State Community Children and Youth Services Commission, if applicable, and Federal Government, if applicable. CONTRACTOR agrees to maintain clinical and fiscal records consistent with applicable rules and regulations and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Community Children and Youth Services Commission, if applicable, State of Oregon Division of COUNTY, State Community Children and Youth Services Commission, if applicable, or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services division and State Community Children and Youth Services Commission, if applicable, to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review of site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

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

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

1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.
2. Multnomah County contracts funds exceed \$100,000.
3. Total agency budget exceeds \$500,000.
4. If CONTRACTOR is determined by COUNTY to be a sub-recipient of federal funds passed through COUNTY, CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;
2. underexpenditures of reimbursement-based contract amounts.

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

#### C. Required Fiscal Reports

##### 1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

Client Tracking System: CONTRACTOR agrees to prepare and furnish enrollment, service and termination information on Client Tracking System (CTS) forms for all clients when the service funded wholly or in part by COUNTY. CTS data shall be submitted by the 7th working day of each month, or in another manner as prescribed by the COUNTY. Forms shall be completed in accordance with the Oregon Youth Programs Client Tracking System Manual.

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

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

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;

2. Office of Management and Budget (OMB):  
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;  
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.

3. Social Services Division Subcontractors' Financial Procedures, dated September, 1987.

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

CONTRACTOR will maintain minimal accounting records and written financial policies and procedures as required by Social Services Division Financial Procedures, dated September, 1987.

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

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



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

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

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

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

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

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

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

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

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State, if applicable, all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

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

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

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

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

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

XXIII. Amendment.

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

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

XXIV. Termination.

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

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

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

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

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

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

4. If the Agreement between COUNTY and the State Community Children and Youth Services Commission, if applicable, for provision of youth services is terminated by the State for any reason.

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

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

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

## SPECIAL CONDITIONS

### Multnomah County MESD Teen Mom Nutrition Program

#### I. Target Population

1. Contractor will provide services hereinafter described to a minimum of 10 unduplicated clients by June 30, 1992.
2. Clients eligible for Contractor's service shall have the following characteristics:
  - a. They shall be residents of Multnomah County.
  - b. They shall be pregnant or parenting teens.

#### II. Client Services

1. Contractor will provide:
  - a. Daily group activities to improve the basic nutritional knowledge and practices of pregnant and parenting teenagers.
  - b. Daily preparation of hot meals for 50 students and 20 children through the end of the 1992 school year.

#### III. Other Conditions

1. Contractor will maintain compliance with Youth Program Office Standards and be subject to Youth Program Office Site Review.
2. Contract compliance shall be monitored through the use of the Client Tracking System and other specified reports. Contractor shall be subject to any Youth Program Office policies regarding contract compliance including but not limited to the Corrective Action Policy.
3. Contractor will fully participate in outcome measures as required by the County.

The Outcome Objective for the Multnomah County MESD Teen Mom Program is:

Youth completing program services will show improvement in one or more of the following: school attendance (to include attendance and tardies), academic performance (GPA), and social behavior (behavioral referrals, suspensions, or expulsions).

4. Contractor will submit within 60 days of execution of the contract a proposed work plan for addressing organizational efforts toward racial/cultural diversity. The work plan shall be based upon values contained within the Multnomah County Community Children and Youth Services Commission Cultural Diversity Policy.
5. Contractor will provide the County with no less than 3 narrative client profiles in a format prescribed by the County. Profiles shall be a balance of successful and unsuccessful clients. Profiles shall be submitted no later than 30 days following the end of the second quarter.
6. Any requests for exceptions to any of these terms and conditions of this contract must be submitted in writing to the Youth Program Office. Contractor shall notify the Youth Program Office in writing of any changes in program operation or staffing patterns prior to such changes taking place.
7. Will maintain a minimum of .5 FTE staff to coordinate Nutrition Lab services.

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

CONTRACTOR: MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Agency Executive Director \_\_\_\_\_  
Date

By Michael Monissey May 14, 1991  
Program Manager Date

By \_\_\_\_\_  
Agency Board Chairperson \_\_\_\_\_  
Date

By Darryl Smith 5/24/91  
Social Services Division Director Date

By Gladys McCoy 6/20/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By [Signature] 6.3.91  
Date

*\* Copies of contract available through Clerk's Office \**

Meeting Date: JUN 20 1991

Agenda No.: C-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement w/ the city of Portland

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the City of Portland Parks and Recreation Bureau and Multnomah County Developmental Disabilities Program as identified in the FY 91-92 budget. The amount of the agreement is \$18,790.80.

*6/24/91 originals to Kathy Tinkle  
via Caroline Webster/Ext 2583*

(If space is inadequate, please use other side)

SIGNATURES:

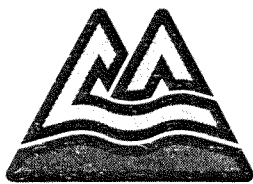
ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Billi Addegaard (Ac), Acting

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:21  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (cc)*  
Acting Director, Department of Human Services

FROM: Gary Smith *DS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Developmental Disabilities Program  
Annual Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Developmental Disabilities (DD) Program renewal contracts for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the DD Program Office for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County from the State Mental Health Division, as well as programs funded locally. Also attached is a summary which identifies all the DD contracts, amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funding allocations for State Mental Health Division services have not been finalized at this time. When final State allocations are determined, any changes will be reflected in future subcontract amendments with the providers. Funds are identified in the 91-92 DD Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC)



MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID # CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES-----			
				ORG	ACTIV	OBJ	RPT CAT
PORTLAND PARKS & RECREATION		\$18,790.80					
Activity Center	State DD 40		\$18,790.80	1239	DD40	6060	1240

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100502Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-10 June 20, 1991
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Contact Person Kathy Tinkle Phone 248-3691 Date 5-13-91Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Renewal of annual contract for developmental disabilities services identified in the 91-92 budget.RFP/BID # N/A IGA                      Date of RFP/BID                      Exemption Exp. Date                     ORS/AR #                      Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name CITY OF PORTLAND PARKS & RECREATIONMailing Address 426 N.E. 12TH  
PORTLAND, OR 97232Phone 248-4328Employer ID # or SS # 93-6002236Effective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 18,790.80Amount of Amendment \$                     Total Amount of Agreement \$ 18,790.80**Payment Term**

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

**REQUIRED SIGNATURES:**Department Manager Billi Odegaard (A) Acting Date 5/23/91Purchasing Director                      Date                       
(Class II Contracts Only)County Counsel                      Date 5-30-91County Chair/Sheriff                      Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: July 1, 1991 to June 30, 1992

Contractor: CITY OF PORTLAND PARKS & RECREATION

Address: 426 N.E. 12TH  
PORTLAND OR 97232

Phone: 248-4328  
IRS No.: 93-6002236

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of the this agreement, the CONTRACTOR agrees to provide the services within the Service Element(s) listed below. County agrees to pay the CONTRACTOR as per the General and Special Conditions attached.

Service Element	Fund Source	Payment Terms	Total Annual Maximum Payable
DD40 WAC	SMHD	SERVICE CAPACITY	18,790.80
Work Activity Center			

Grand Total: 18,790.80

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;



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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division  
Developmental Disabilities Program  
Special Conditions For Each Service Element

Contractor: CITY OF PORTLAND PARKS & RECREATION

The following Special Conditions Sections are applicable to each Service Element.

Service Element	Fund Source	Slot Count	Special Conditions Sections	FY92 5/08/91
DD40 WAC Work Activity Center	SMHD	5 - 1, 2		

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY Developmental Disabilities Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY Developmental Disabilities Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

Guidelines for DD Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

Communication of critical incidents by provider agencies to Multnomah County has previously been at the discretion of the agency, with few, if any, guidelines for what should be reported. As a result, some agencies have under-reported critical incidents, while others have over-reported.

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what county staff need to know. A basic rule of thumb is for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Case Manager and agency-related to the Residential or Vocational Program Development Specialist. Protective Services guidelines appear at the end.

Critical incidents should be reported by telephone to case manager or back-up case manager within one working day. A written report on the agency's own incident report form (including follow-up) should be forwarded to the county within 5 working days. If necessary, the county will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Case Manager)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care;
2. Any major change in medical regimen due to a seizure disorder, mental illness, a chronic affliction or the appearance of new symptoms, minor medication changes are not included;
3. Any client referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status;  
Examples: Unemployment, threat of unemployment, missing more than 2 days of work, reduction in work performance.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee and is not already approved.
2. Even if an approved program is in place for an individual, report the following incidents:
  - a. Outbursts or other incidents that affect the safety of the client, others or property. For high rate behaviors, the ISP team will decide the reporting schedule.
  - b. New maladaptive behavior.
  - c. Any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property;
4. Changes in payeeship, conservatorship.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues.

II. Incidents Related to Agencies (report to Residential or Vocational Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for extended periods;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability;

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

III. Protective Services

- A. Anyone can and should report to an individual's case manager if there is reason to believe an individual needs protective services. Protective services are available to individuals who meet the following criteria:

Case-managed individuals who are eighteen years of age or older, are unable to protect his/her own interest and are harmed or threatened with harm through the individual's or another's action or inaction. Harm is defined in this section as to mean neglect, physical punishment, sexual exploitation, threats, coercion or humiliation directed toward any individual or the withholding of an individual's regular meal, personal property, medication, or aid to physical functioning.

- B. Protective Services include:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Counseling to the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. A case manager does not have authority to consent to medical procedures on behalf of an individual.
6. Securing a guardian, commitment or other protective placement as needed.
7. Assisting the individual in order to assure his/her receipt of rights and entitlements due to the adults at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

- C. Contractor must:

1. Receive authorization from Protective Services Unit before conducting any internal investigations.
2. Fully cooperate with and give priority to Protective Services' investigations.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.3 REQUEST FOR QUALIFICATIONS SPECIAL CONDITIONS

CONTRACTOR understands that CONTRACTOR must apply for and obtain qualified provider status during the next (FY 1991/92) Social Services Division Request for Qualifications (RFQ) process. CONTRACTOR must obtain qualified provider status prior to July 1, 1992 in order for COUNTY to continue the contracting relationship.

In the interim, COUNTY requires CONTRACTOR to submit the following information within 30 days of the execution of this agreement:

1. The agency's most recent audit or annual financial statements if no audit is available.
2. The most recent Year-to-date revenue and expenditure summary;
3. The most recent agency budget and Year-to-date budget comparisons;
4. A copy of the agency General Ledger Chart of Accounts;
5. Evidence that the organization is registered to do business in the State of Oregon:
  - a. Provide a copy of organization's current registration submitted to the Secretary of State, Corporation Division.
  - b. Additionally, for private non-profits, also provide a copy of the organization's 501.C.3 designation letter.

If any of the above documentation is not available, CONTRACTOR must provide COUNTY with written explanation. Additionally, COUNTY will schedule a fiscal review within three (3) months of the execution of this agreement.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

2 DD-40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Work activity centers are out-of-home programs for adults with severe developmental disabilities which provide long-term employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve individuals' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 140.

2.1.2 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

2.1.3 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 percent conversion to supported employment by 1992 is well documented. CONTRACTOR will submit a copy of their individual conversion plans by September 1, 1991 to COUNTY Vocational Program Development Specialist. The goal of 50 percent conversion is a county-wide target.

CONTRACTOR will provide 25 hours of service per week to each DD 40 funded individual.

CONTRACTOR agrees to adhere to minimum staffing requirements outlined in Attachment A.

CONTRACTORS providing supported employment services will follow the Multnomah County contract conditions for DD 43 Supported Employment.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation.

2.2.2 CLOSURE

CONTRACTOR may discontinue regular programs for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disability service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing the residential care-givers of Developmental Disability service recipients, as well as COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

2.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

2.2.4 REPORTING REQUIREMENTS

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable.

2.2.5 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

CONTRACTOR may expend Vocational (DD 40) funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 40 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with Vocational (DD 40) funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors listed above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community-based employment as is appropriate, based on the ISP.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

Attachment A

Portland Parks and Recreation

CONTRACTOR agrees to adhere to the following minimum staffing requirements:

Actual Staffing

Senior sites            n/a



Multnomah County Social Services Division  
Subcontract Agreement Signature Page


Contractor: CITY OF PORTLAND PARKS & RECREATION

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

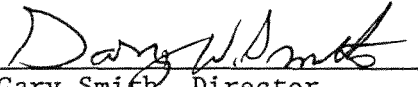
Contractor:

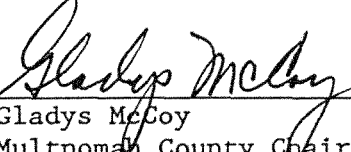
Multnomah County, Oregon:

By: \_\_\_\_\_  
Contractor Executive Director Date

By:  \_\_\_\_\_  
Dennis Adams  
Program Manager Date 5-10-91


By: \_\_\_\_\_  
Contractor Board Chairperson Date

By:  \_\_\_\_\_  
Gary Smith, Director  
Social Services Division Date 5/21/91

By:  \_\_\_\_\_  
Gladys McCoy  
Multnomah County Chair Date 6/20/91

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  \_\_\_\_\_  
Date 5.30.91

\*copies of contract available through clerks  
offered

Meeting Date: JUN 20 1991

Agenda No.: C-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement w/Oregon Commission for the Blind

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the Oregon Commission for the Blind and Multnomah County Developmental Disabilities Program as identified in the FY 1991-92 budget. The amount of the agreement is \$287,322.60

*6/24/91 originals to Kathy Tinkle  
via Caroline w/ext 2583*

(If space is inadequate, please use other side)

SIGNATURES:

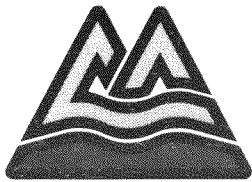
ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Jilli Odegaard (AC), Acting Dir.

(All accompanying documents must have required signatures)

1991 JUN 12 PM 3:41  
MULTNOMAH COUNTY  
CLERK'S OFFICE



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (ac)*  
Acting Director, Department of Human Services

FROM: Gary Smith *DS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Developmental Disabilities Program  
Annual Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Developmental Disabilities (DD) Program renewal contracts for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the DD Program Office for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County from the State Mental Health Division, as well as programs funded locally. Also attached is a summary which identifies all the DD contracts, amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funding allocations for State Mental Health Division services have not been finalized at this time. When final State allocations are determined, any changes will be reflected in future subcontract amendments with the providers. Funds are identified in the 91-92 DD Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID # CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	----LGFS CODES-----			
				ORG	ACTIV	OBJ	RPT CAT
OREGON COMMISSION FOR THE BLIND		\$287,322.60					
Activity Center	State DD 40		\$268,021.80	1236	DD40	6060	1240
Supported Employment	State DD 43		\$14,932.80	1236	DD43	6060	1243
Transportation	State DD 53		\$4,368.00	1236	DD53	6060	1253

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**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100482Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-11 June 20, 1991

Contact Person Kathy Tinkle Phone 248-3691 Date 5-13-91Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Renewal of annual contract for developmental disabilities services identified in the 91-92 budget.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OREGON COMMISSION FOR THE BLINDMailing Address 535 S.E. 12TH AVENUE  
PORTLAND, OR 97214Phone 238-8375Employer ID # or SS # 93-6001718Effective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 287,322.60

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 287,322.60

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager Belli Odegaard (AC) Acting Date 5/23/91Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature] Date 5-30-91County Chair/Sheriff [Signature] Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: July 1, 1991 to June 30, 1992

Contractor: OREGON COMMISSION FOR THE BLIND

Address: 535 S.E. 12TH AVENUE  
PORTLAND OR 97214

Phone: 238-8375  
IRS No.: 93-6001718

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of the this agreement, the CONTRACTOR agrees to provide the services within the Service Element(s) listed below. County agrees to pay the CONTRACTOR as per the General and Special Conditions attached.

Service Element	Fund Source	Payment Terms	Total Annual Maximum Payable
DD40 WAC	SMHD	SERVICE CAPACITY	268,021.80
Work Activity Center			
DD43 SEP	SMHD	RATE PER MONTHLY ENROLLED CLIENTS	14,932.80
Supported Employment Program			
DD53 ET	SMHD	SERVICE CAPACITY	4,368.00
Employment Transportation			

Grand Total: 287,322.60

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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

2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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



XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division  
Developmental Disabilities Program  
Special Conditions For Each Service Element

Contractor: OREGON COMMISSION FOR THE BLIND

The following Special Conditions Sections are applicable to each Service Element.

Service Element	Fund Source	Slot Count	Special Conditions Sections	FY92 5/08/91
DD40 WAC Work Activity Center	SMHD	42 -	1, 2, 11, 12	
DD43 SEP Supported Employment Program	SMHD	3 -	1, 4	
DD53 ET Employment Transportation	SMHD	3 -	1, 5.1, 5.2.2	

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY Developmental Disabilities Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY Developmental Disabilities Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

MULTNOMAH COUNTY  
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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

Guidelines for DD Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

Communication of critical incidents by provider agencies to Multnomah County has previously been at the discretion of the agency, with few, if any, guidelines for what should be reported. As a result, some agencies have under-reported critical incidents, while others have over-reported.

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what county staff need to know. A basic rule of thumb is for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Case Manager and agency-related to the Residential or Vocational Program Development Specialist. Protective Services guidelines appear at the end.

Critical incidents should be reported by telephone to case manager or back-up case manager within one working day. A written report on the agency's own incident report form (including follow-up) should be forwarded to the county within 5 working days. If necessary, the county will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Case Manager)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care;
2. Any major change in medical regimen due to a seizure disorder, mental illness, a chronic affliction or the appearance of new symptoms, minor medication changes are not included;
3. Any client referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status;  
Examples: Unemployment, threat of unemployment, missing more than 2 days of work, reduction in work performance.

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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee and is not already approved.
2. Even if an approved program is in place for an individual, report the following incidents:
  - a. Outbursts or other incidents that affect the safety of the client, others or property. For high rate behaviors, the ISP team will decide the reporting schedule.
  - b. New maladaptive behavior.
  - c. Any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property;
4. Changes in payeeship, conservatorship.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues.

II. Incidents Related to Agencies (report to Residential or Vocational Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for extended periods;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability:

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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

III. Protective Services

- A. Anyone can and should report to an individual's case manager if there is reason to believe an individual needs protective services. Protective services are available to individuals who meet the following criteria:

Case-managed individuals who are eighteen years of age or older, are unable to protect his/her own interest and are harmed or threatened with harm through the individual's or another's action or inaction. Harm is defined in this section as to mean neglect, physical punishment, sexual exploitation, threats, coercion or humiliation directed toward any individual or the withholding of an individual's regular meal, personal property, medication, or aid to physical functioning.

- B. Protective Services include:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Counseling to the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. A case manager does not have authority to consent to medical procedures on behalf of an individual.
6. Securing a guardian, commitment or other protective placement as needed.
7. Assisting the individual in order to assure his/her receipt of rights and entitlements due to the adults at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

- C. Contractor must:

1. Receive authorization from Protective Services Unit before conducting any internal investigations.
2. Fully cooperate with and give priority to Protective Services' investigations.

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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.3 REQUEST FOR QUALIFICATIONS SPECIAL CONDITIONS

CONTRACTOR understands that CONTRACTOR must apply for and obtain qualified provider status during the next (FY 1991/92) Social Services Division Request for Qualifications (RFQ) process. CONTRACTOR must obtain qualified provider status prior to July 1, 1992 in order for COUNTY to continue the contracting relationship.

In the interim, COUNTY requires CONTRACTOR to submit the following information within 30 days of the execution of this agreement:

1. The agency's most recent audit or annual financial statements if no audit is available.
2. The most recent Year-to-date revenue and expenditure summary;
3. The most recent agency budget and Year-to-date budget comparisons;
4. A copy of the agency General Ledger Chart of Accounts;
5. Evidence that the organization is registered to do business in the State of Oregon:
  - a. Provide a copy of organization's current registration submitted to the Secretary of State, Corporation Division.
  - b. Additionally, for private non-profits, also provide a copy of the organization's 501.C.3 designation letter.

If any of the above documentation is not available, CONTRACTOR must provide COUNTY with written explanation. Additionally, COUNTY will schedule a fiscal review within three (3) months of the execution of this agreement.

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**2 DD-40 - ACTIVITY CENTERS**

**2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**2.1.1 SERVICE DESCRIPTION**

Work activity centers are out-of-home programs for adults with severe developmental disabilities which provide long-term employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve individuals' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 140.

**2.1.2 SPECIAL REPORTING REQUIREMENTS**

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

**2.1.3 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

**2.2 MULTNOMAH COUNTY REQUIREMENTS**

**2.2.1 PERFORMANCE REQUIREMENTS**

The COUNTY's goal of 50 percent conversion to supported employment by 1992 is well documented. CONTRACTOR will submit a copy of their individual conversion plans by September 1, 1991 to COUNTY Vocational Program Development Specialist. The goal of 50 percent conversion is a county-wide target.

CONTRACTOR will provide 25 hours of service per week to each DD 40 funded individual.

CONTRACTOR agrees to adhere to minimum staffing requirements outlined in Attachment A.

CONTRACTORS providing supported employment services will follow the Multnomah County contract conditions for DD 43 Supported Employment.



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CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation.

2.2.2 CLOSURE

CONTRACTOR may discontinue regular programs for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disability service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing the residential care-givers of Developmental Disability service recipients, as well as COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

2.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

2.2.4 REPORTING REQUIREMENTS

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable.

2.2.5 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

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CONTRACTOR may expend Vocational (DD 40) funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 40 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with Vocational (DD 40) funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors listed above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community-based employment as is appropriate, based on the ISP.

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**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**4.1.1 SERVICE DESCRIPTION**

Supported employment programs provide long-term, individualized support to individuals with severe developmental disabilities in employment settings. Using a variety of employment models, including work crews, enclaves in industry, and individual supported jobs, individuals with disabilities will be employed a minimum of 20 hours per week in work sites with no more than seven other workers with disabilities. Employment sites must provide significant contact with non disabled people and maximize opportunities for productivity, integration, and independence. Additional support services may include time-limited job procurement and reasonable interim job-find services in case of job loss.

Service emphasizes an integrated employment setting for individuals with disabilities. Models of service include, but are not limited to, the following:

**ENCLAVE** The enclave model is a small group of individuals with disabilities who work and are supervised in an industry or business. Typically up to 8 workers with disabilities will work on a manufacturing line managed by specially trained supervisors. Enclave units are expected to meet production schedules and ensure the same high quality production as other units employing non disabled workers. Physical and social integration occurs as a natural part of the daily operation.

**SUPPORTED JOB MODEL** The supported job model provides individuals with disabilities regular community jobs and provides the necessary support on the work site for an individual to learn and perform the work. This model differs from the enclave in that single individuals work at single job sites, supervising and training are faded back to the minimum necessary requirements. Basic supports to maintain individuals in this employment setting are provided on a long-term basis.

**CREW MODEL** The crew model is based on a small business, employing 3 to 5 individuals with disabilities and a supervisor. This group contracts with businesses in the community to do work such as window washing, building maintenance, groundskeeping, etc. The crew model works a variety of small, limited duration contracts and blends them into reasonable, wage-generating work. Integration may be enhanced by employing a number of non disabled co-workers on the crew.

This service is regulated by: OAR 309-47-000 through 140.

**4.1.2 PERFORMANCE REQUIREMENTS**

Supported employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Services provide a minimum of 20 hours paid work per week.

Workers must have reasonable opportunities to interact with non disabled peers (non-paid service providers).

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**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**  
(Continued)

**4.1.2 PERFORMANCE REQUIREMENTS** (Continued)

The work performed must be paid in the form of wages. Sub-minimum wages are acceptable within the limitations of the requirements of state and federal statutes.

High School Transition individuals must be from a special education program (eligible for Developmental Disabilities services), 21 years of age, and have participated in an employment transition program through the school program.

**4.1.3 SPECIAL REPORTING REQUIREMENTS**

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

**4.1.4 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, except that cumulative payments may not exceed the total annual contract amount.

Funds will be disbursed through monthly allotments which will be adjusted periodically by STATE DIVISION to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

**4.2 MULTNOMAH COUNTY REQUIREMENTS**

**4.2.1 PERFORMANCE REQUIREMENTS**

CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation. Contractor agrees to adhere to minimum staffing requirements outlined in Attachment A.

DD 40 and 42 funding used for supported employment slots will follow DD 43 contract conditions.

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4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.2 CLOSURE

In the case that a supported employment site is solely the responsibility of the CONTRACTOR and involves no host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

4.2.3 INDIVIDUAL/SLOT MOVEMENT

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

4.2.4 REPORTING REQUIREMENTS

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable; Vocational Rehabilitation involvement, when applicable and notice of date to review referrals. COUNTY must receive notice of date to review referrals two weeks prior of review date.

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report. This report will be submitted to COUNTY Vocational Program Development Specialist by the 10th of each month.

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4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.5 UNEMPLOYMENT

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing 20 hours of supported employment or 25 hours of alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, which shall include:

1. Options to be provided during periods of unemployment including, but not limited to:
  - a. community activities
  - b. volunteer work
  - c. job search and development
  - d. submission of waiver requests to allow the individual to remain home without supervision
  - e. splitting costs between residential provider and vocational provider
  - f. vocational staff working at the individual's residence
  - g. temporary placement at a facility-based vocational program or at a county-sponsored day activity;
2. Clear delineation of the roles of the ISP Team members;
3. Amount of contact by CONTRACTOR during periods of unemployment. Minimum contact during unemployment is 1 time per week, which will include a minimum total of 2 hours face-to-face contact per month.
4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY case manager will be verbally notified within one day. Within three days after this notification, COUNTY case manager will hold a conference or conference call with the residential and vocational providers to determine if an ISP meeting to modify the unemployment plan is necessary. The individual or any member of the ISP team can request a meeting. If necessary, an interim plan for what to do prior to the ISP meeting will be arranged at the time.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and slot to another contractor.

In the case of new slots that are to be phased in, COUNTY will phase-in the new slots only when 75% or more of the present slot individuals are employed under the contract standards for supported employment.

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4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 43 funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 43 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. The COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with DD 43 funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community based employment as is appropriate, based on the ISP.

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5 DD 53 - EMPLOYMENT TRANSPORTATION

5.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Employment Transportation provides transportation services for adults with developmental disabilities when public transportation is not available or not feasible due to the severity of the disability and transportation is required for effective participation in employment and/or other needed services such as medical/dental and community access.

5.1.2 PERFORMANCE REQUIREMENTS

100% of clients receiving assistance will be enrolled in an Activity Center Program (DD40), or Sheltered Services Program (DD 42), Supported Employment (DD 43), or a DD Residential Facility (DD 50), unless otherwise authorized in writing by the State Mental Health and Developmental Disabilities Division.



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5 DD - EMPLOYMENT TRANSPORTATION

5.2.2 DOOR-TO-DOOR TRANSPORTATION - NON-TRI-MET

5.2.2.1 SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

This transportation might involve individuals independently transporting to and from a central "pick up" location from residence to work and return in a timely manner.

CONTRACT will assess all riders to determine capability for being independently trained in preparation for annual ISP.

CONTRACTOR agrees to collect \$8.00 per rider per month to offset cost of transportation.

If an entire work crew site is changed, CONTRACTOR and COUNTY will renegotiate the contract regarding decreased or increased cost to the new location or based upon changed in actual miles traveled, portal to portal.

5.2.2.2 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Vocational Program Development Specialist a billing by the 10th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such billing. Billing shall include name, dates of service and rates. (Copy Attached).

5.2.2.3 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 1991 and ordered by COUNTY Vocational Program Development Specialist.

5.2.2.4 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

5.2.2.5 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed through monthly allotments which may be adjusted when the amount for service capacity is amended in the contract.

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11. SPECIAL RATE SERVICE RECIPIENTS

Special rate service recipients are non-Community Integration Project individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and will be withdrawn in the event a change in contractor occurs. Special rate service recipients will be identified by their CPMS number in the contract.

11.1 CONTRACTOR agrees to adhere to the individualized service rates for Special rate service recipients.

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**12. COMMUNITY INTEGRATION PROJECT - Phases I and II**

- 12.1 CONTRACTOR agrees to adhere to the individualized service rates for individuals in the Community Integration Project.

Specialized service rates are individualized for individuals in the Community Integration Project as identified by CPMS numbers, and will remain with that person throughout the service system. Service rates will be withdrawn in the event a change in CONTRACTOR occurs.

- 12.2 CONTRACTOR agrees to participate in Project AIM (Advocates Involved in Monitoring), a monitoring system operated by an independent contractor under a separate agreement with the State Mental Health and Developmental Disabilities Division. This applies to services provided to individuals discharged from a State Training Center on or after July 1, 1987.

- 12.3 CONTRACTOR will assure local school district is notified of community placements of individuals attending school.

School service rate will assure provision of school support services to children of school-age. These services shall include allocation of staff time to facilitate successful school transition and placement and must be outlined on the ISP.

These services may include:

1. Regular communication with school;
2. Telephone contact with school;
3. Staff accompaniment to and from school;
4. Staff attendance at IEP meetings;
5. Coordination and follow-through on support, training and intervention programs;
6. Other

- 12.4 CONTRACTOR will provide all medical and/or other support services required in each Individual Placement Plan (IPP) for individuals in the Community Integration Project, Phase II, as agreed upon by the State Training Center, State Mental Health and Developmental Disabilities Division and COUNTY prior to placement in the community. Services may be modified if approved and documented in the Individual Support Plan (ISP).

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Attachment A

Oregon Commission for the Blind

CONTRACTOR agrees to adhere to the following minimum staffing requirements:

		<u>Actual Staffing</u>
Facility Based	1:6	1:5.5
Nordstrom	1:6	1:4
Distribution Center		

Multnomah County Social Services Division  
Subcontract Agreement Signature Page


Contractor: OREGON COMMISSION FOR THE BLIND

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

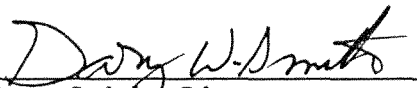
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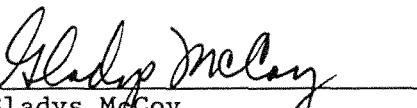
Multnomah County, Oregon:

By: \_\_\_\_\_  
Contractor Executive Director Date

By:  5-10-91  
Dennis Adams Date  
Program Manager

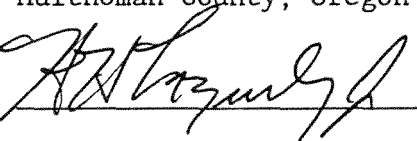
By: \_\_\_\_\_  
Contractor Board Chairperson Date

By:  5/21/91  
Gary Smith, Director Date  
Social Services Division

By:  6/30/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  5-30-91  
Date

\* Copies of contract available through Clerk's office \*

Meeting Date: JUN 20 1991

Agenda No.: C-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between the Oregon Health Sciences University-Child Development Rehabilitation Center and Multnomah County Developmental Disabilities Program as identified in the FY 91-92 budget. The amount of the agreement is \$31,591.68.

*6/24/91 originals to Kathy Tinkle  
via Caroline W./ext 2583*

(If space is inadequate, please use other side)

SIGNATURES:

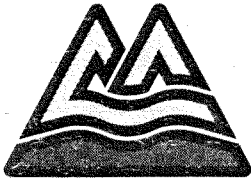
ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Billi Adegard (ac) Acting Dir

(All accompanying documents must have required signatures)

1991 JUN 12 PM 3:12  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (cc)*  
Acting Director, Department of Human Services

FROM: Gary Smith *DS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Developmental Disabilities Program  
Annual Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Developmental Disabilities (DD) Program renewal contracts for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the DD Program Office for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County from the State Mental Health Division, as well as programs funded locally. Also attached is a summary which identifies all the DD contracts, amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funding allocations for State Mental Health Division services have not been finalized at this time. When final State allocations are determined, any changes will be reflected in future subcontract amendments with the providers. Funds are identified in the 91-92 DD Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT	FUNDING	CONTRACT	BY SVC	----LGFS CODES-----			
ID # CONTRACTOR	SOURCE	TOTAL	ELEMENT	ORG	ACTIV	OBJ	RPT CAT
OHSU: CRIPPLED CHIL DIV		\$31,591.68					
Activity Center	State DD 40		\$11,681.28	1250	DD40	6060	1240
Supported Employment	State DD 43		\$19,910.40	1250	DD43	6060	1243



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100522Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> C-12      June 30, 1991

Contact Person Kathy Tinkle Phone 248-3691 Date 5-13-91Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Renewal of annual contract for developmental disabilities services identified in the 91-92 budget.RFP/BID # N/A IGA — Date of RFP/BID — Exemption Exp. Date —ORS/AR # — Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name OREGON HEALTH SCIENCES UNIVERSITY-CDRCMailing Address 3181 SAM JACKSON PARK RD L-106  
PORTLAND, OR 97201Phone 225-8634Employer ID # or SS # 93-6001786Effective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 31,591.68Amount of Amendment \$ —Total Amount of Agreement \$ 31,591.68

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager Billi Odegard (Ac) Date 5/23/91Purchasing Director (Class II Contracts Only) — Date —County Counsel — Date 5-30-91County Chair/Sheriff — Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: July 1, 1991 to June 30, 1992

Contractor: OREGON HEALTH SCIENCES UNIVERSITY-CDRC

Address: 3181 SAM JACKSON PARK RD L-106  
PORTLAND OR 97201

Phone: 225-8634  
IRS No.: 93-6001786

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of the this agreement, the CONTRACTOR agrees to provide the services within the Service Element(s) listed below. County agrees to pay the CONTRACTOR as per the General and Special Conditions attached.

Service Element	Fund Source	Payment Terms	Total Annual Maximum Payable
DD40 WAC Work Activity Center	SMHD	SERVICE CAPACITY	11,681.28
DD43 SEP Supported Employment Program	SMHD	RATE PER MONTHLY ENROLLED CLIENTS	19,910.40
Grand Total:			31,591.68

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIII. Audits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### XIV. Program Reporting and Payment Requirements.

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

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

1. increases or decreases in contract amounts;

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

3. underexpenditures of reimbursement-based contract amounts.

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

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

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

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

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

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

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

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

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

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

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



2. Other Basis of Payment

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

3. Final Reports

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

4. Supporting Documentation

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

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

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

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

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

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

D. Applicability of Required Fiscal Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXIV. Amendment.

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

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

XXV. Termination.

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

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

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

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

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

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

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

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

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

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

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

Multnomah County Social Services Division  
Developmental Disabilities Program  
Special Conditions For Each Service Element

Contractor: OREGON HEALTH SCIENCES UNIVERSITY-CDRC

The following Special Conditions Sections are applicable to each Service Element.

Service Element	Fund Source	Slot Count	Special Conditions Sections	FY92 5/08/91
DD40 WAC Work Activity Center	SMHD	1 -	1, 2, 11, 12	
DD43 SEP Supported Employment Program	SMHD	4 -	1, 4	

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS**

**1.1 MULTNOMAH COUNTY REQUIREMENTS**

**1.1.1 CONDITIONS FOR ALL CONTRACTORS**

CONTRACTOR agrees to involve and fully inform the COUNTY Developmental Disabilities Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY Developmental Disabilities Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

**1.1.2 REPORTING REQUIREMENTS**

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

Guidelines for DD Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

Communication of critical incidents by provider agencies to Multnomah County has previously been at the discretion of the agency, with few, if any, guidelines for what should be reported. As a result, some agencies have under-reported critical incidents, while others have over-reported.

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what county staff need to know. A basic rule of thumb is for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Case Manager and agency-related to the Residential or Vocational Program Development Specialist. Protective Services guidelines appear at the end.

Critical incidents should be reported by telephone to case manager or back-up case manager within one working day. A written report on the agency's own incident report form (including follow-up) should be forwarded to the county within 5 working days. If necessary, the county will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Case Manager)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care;
2. Any major change in medical regimen due to a seizure disorder, mental illness, a chronic affliction or the appearance of new symptoms, minor medication changes are not included;
3. Any client referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status;  
Examples: Unemployment, threat of unemployment, missing more than 2 days of work, reduction in work performance.



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee and is not already approved.
2. Even if an approved program is in place for an individual, report the following incidents:
  - a. Outbursts or other incidents that affect the safety of the client, others or property. For high rate behaviors, the ISP team will decide the reporting schedule.
  - b. New maladaptive behavior.
  - c. Any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property;
4. Changes in payeeship, conservatorship.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues.

II. Incidents Related to Agencies (report to Residential or Vocational Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for extended periods;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability:

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SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

III. Protective Services

- A. Anyone can and should report to an individual's case manager if there is reason to believe an individual needs protective services. Protective services are available to individuals who meet the following criteria:

Case-managed individuals who are eighteen years of age or older, are unable to protect his/her own interest and are harmed or threatened with harm through the individual's or another's action or inaction. Harm is defined in this section as to mean neglect, physical punishment, sexual exploitation, threats, coercion or humiliation directed toward any individual or the withholding of an individual's regular meal, personal property, medication, or aid to physical functioning.

- B. Protective Services include:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Counseling to the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. A case manager does not have authority to consent to medical procedures on behalf of an individual.
6. Securing a guardian, commitment or other protective placement as needed.
7. Assisting the individual in order to assure his/her receipt of rights and entitlements due to the adults at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

- C. Contractor must:

1. Receive authorization from Protective Services Unit before conducting any internal investigations.
2. Fully cooperate with and give priority to Protective Services' investigations.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.3 REQUEST FOR QUALIFICATIONS SPECIAL CONDITIONS

CONTRACTOR understands that CONTRACTOR must apply for and obtain qualified provider status during the next (FY 1991/92) Social Services Division Request for Qualifications (RFQ) process. CONTRACTOR must obtain qualified provider status prior to July 1, 1992 in order for COUNTY to continue the contracting relationship.

In the interim, COUNTY requires CONTRACTOR to submit the following information within 30 days of the execution of this agreement:

1. The agency's most recent audit or annual financial statements if no audit is available.
2. The most recent Year-to-date revenue and expenditure summary;
3. The most recent agency budget and Year-to-date budget comparisons;
4. A copy of the agency General Ledger Chart of Accounts;
5. Evidence that the organization is registered to do business in the State of Oregon:
  - a. Provide a copy of organization's current registration submitted to the Secretary of State, Corporation Division.
  - b. Additionally, for private non-profits, also provide a copy of the organization's 501.C.3 designation letter.

If any of the above documentation is not available, CONTRACTOR must provide COUNTY with written explanation. Additionally, COUNTY will schedule a fiscal review within three (3) months of the execution of this agreement.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
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2 DD-40 - ACTIVITY CENTERS

2.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

2.1.1 SERVICE DESCRIPTION

Work activity centers are out-of-home programs for adults with severe developmental disabilities which provide long-term employment, support, and training based on individual needs as prioritized through accepted assessment and planning processes to improve individuals' independent functioning, community access and productivity.

This service is regulated by: OAR 309-47-000 through 140.

2.1.2 SPECIAL REPORTING REQUIREMENTS

"Vocational Outcomes Measurement" per instructions in the Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-Based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

2.1.3 PAYMENT PROCEDURES

Payment is based on a monthly rate for each caseload slot made available for services described above, except that cumulative payments will not exceed total annual contract amount.

Funds will be disbursed through monthly allotments.

Final payment will reconcile any discrepancies between payments and amounts due which may have occurred during the fiscal year.

2.2 MULTNOMAH COUNTY REQUIREMENTS

2.2.1 PERFORMANCE REQUIREMENTS

The COUNTY's goal of 50 percent conversion to supported employment by 1992 is well documented. CONTRACTOR will submit a copy of their individual conversion plans by September 1, 1991 to COUNTY Vocational Program Development Specialist. The goal of 50 percent conversion is a county-wide target.

CONTRACTOR will provide 25 hours of service per week to each DD 40 funded individual.

CONTRACTOR agrees to adhere to minimum staffing requirements outlined in Attachment A.

CONTRACTORS providing supported employment services will follow the Multnomah County contract conditions for DD 43 Supported Employment.

MULTNOMAH COUNTY  
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CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation.

**2.2.2 CLOSURE**

CONTRACTOR may discontinue regular programs for all-staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disability service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing the residential care-givers of Developmental Disability service recipients, as well as COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

**2.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**2.2.4 REPORTING REQUIREMENTS**

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable.

**2.2.5 ALTERNATIVE TO EMPLOYMENT SERVICES**

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

MULTNOMAH COUNTY  
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DEVELOPMENTAL DISABILITIES PROGRAM  
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CONTRACTOR may expend Vocational (DD 40) funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 40 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with Vocational (DD 40) funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors listed above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community-based employment as is appropriate, based on the ISP.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**

**4.1.1 SERVICE DESCRIPTION**

Supported employment programs provide long-term, individualized support to individuals with severe developmental disabilities in employment settings. Using a variety of employment models, including work crews, enclaves in industry, and individual supported jobs, individuals with disabilities will be employed a minimum of 20 hours per week in work sites with no more than seven other workers with disabilities. Employment sites must provide significant contact with non disabled people and maximize opportunities for productivity, integration, and independence. Additional support services may include time-limited job procurement and reasonable interim job-find services in case of job loss.

Service emphasizes an integrated employment setting for individuals with disabilities. Models of service include, but are not limited to, the following:

ENCLAVE The enclave model is a small group of individuals with disabilities who work and are supervised in an industry or business. Typically up to 8 workers with disabilities will work on a manufacturing line managed by specially trained supervisors. Enclave units are expected to meet production schedules and ensure the same high quality production as other units employing non disabled workers. Physical and social integration occurs as a natural part of the daily operation.

SUPPORTED JOB MODEL The supported job model provides individuals with disabilities regular community jobs and provides the necessary support on the work site for an individual to learn and perform the work. This model differs from the enclave in that single individuals work at single job sites, supervising and training are faded back to the minimum necessary requirements. Basic supports to maintain individuals in this employment setting are provided on a long-term basis.

CREW MODEL The crew model is based on a small business, employing 3 to 5 individuals with disabilities and a supervisor. This group contracts with businesses in the community to do work such as window washing, building maintenance, groundskeeping, etc. The crew model works a variety of small, limited duration contracts and blends them into reasonable, wage-generating work. Integration may be enhanced by employing a number of non disabled co-workers on the crew.

This service is regulated by: OAR 309-47-000 through 140.

**4.1.2 PERFORMANCE REQUIREMENTS**

Supported employment services are provided at a work site other than a traditional work activity center facility or sheltered workshop. Services are provided during job find, throughout employment, and between jobs as needed. Services provide a minimum of 20 hours paid work per week.

Workers must have reasonable opportunities to interact with non disabled peers (non-paid service providers).

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT**

**4.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS**  
(Continued)

**4.1.2 PERFORMANCE REQUIREMENTS** (Continued)

The work performed must be paid in the form of wages. Sub-minimum wages are acceptable within the limitations of the requirements of state and federal statutes.

High School Transition individuals must be from a special education program (eligible for Developmental Disabilities services), 21 years of age, and have participated in an employment transition program through the school program.

**4.1.3 SPECIAL REPORTING REQUIREMENTS**

"Vocational Outcome Measurement" per instructions in Financial Procedures Manual. CONTRACTOR must provide STATE DIVISION with information on individual activities in habilitation services needed to claim Medicaid reimbursement under the Home and Community-based Waiver Program.

Corrective Action Plan for any deficiencies or areas of correction identified by STATE DIVISION licensing or approval site reviews, or COUNTY contract monitoring activities. The deadline for this is 30 calendar days after on-site exit meeting, identifying deficiencies or areas of correction.

**4.1.4 PAYMENT PROCEDURES**

Payment is based on a monthly rate for each eligible individual enrolled in the service, except that cumulative payments may not exceed the total annual contract amount.

Funds will be disbursed through monthly allotments which will be adjusted periodically by STATE DIVISION to reflect actual enrollments as reported in the Client Process Monitoring System (CPMS).

Final payment will reconcile any discrepancies between payments and CPMS data which may have occurred during the fiscal year.

**4.2 MULTNOMAH COUNTY REQUIREMENTS**

**4.2.1 PERFORMANCE REQUIREMENTS**

CONTRACTOR is jointly responsible with COUNTY case manager for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY case manager and/or assisting COUNTY in the arrangement of supported transportation. Contractor agrees to adhere to minimum staffing requirements outlined in Attachment A.

DD 40 and 42 funding used for supported employment slots will follow DD 43 contract conditions.



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**4 DD 43 - SUPPORTED EMPLOYMENT** (Continued)

**4.2 MULTNOMAH COUNTY REQUIREMENTS** (Continued)

**4.2.2 CLOSURE**

In the case that a supported employment site is solely the responsibility of the CONTRACTOR and involves no host employer, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, these being one day per quarter. COUNTY Vocational Program Development Specialist is responsible for final determination of these dates. CONTRACTOR agrees to provide no less than ten working days written advance notice to residential care-givers of Developmental Disabilities service recipients regarding inservice closure.

CONTRACTOR may close on holidays as recognized by the State of Oregon. CONTRACTOR agrees to notify in writing residential care-givers of Developmental Disabilities service recipients, as well as the COUNTY Vocational Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY for any proposed full day or part-day closure not otherwise addressed in this agreement.

CONTRACTOR may close due to inclement weather in the event that local public schools close, as reported through the broadcast news media. In the event CONTRACTOR closes an agency due to any other reason, CONTRACTOR will notify door-to-door transportation provider no later than 6:30 a.m. the morning of closure date.

**4.2.3 INDIVIDUAL/SLOT MOVEMENT**

CONTRACTOR will allow an individual to exit with slot based on the following procedure:

- A. Individual and his/her guardian express a desire to be served elsewhere;
- B. ISP team majority decision supports this choice;
- C. If the rate is not individualized, ISP team will review support needs to determine if individual requires removal of high or low standard rate.

**4.2.4 REPORTING REQUIREMENTS**

CONTRACTOR will notify COUNTY Vocational Program Development Specialist of vacancies. The following information will be included on the Vocational Monthly Reporting Form, due by the 10th of the month following the reporting month. This information will include date of job opening, duties and hours of job, when applicable; Vocational Rehabilitation involvement, when applicable and notice of date to review referrals. COUNTY must receive notice of date to review referrals two weeks prior of review date.

On a monthly basis, CONTRACTOR will complete a Worker Status Summary Report. This report will be submitted to COUNTY Vocational Program Development Specialist by the 10th of each month.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
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**4 DD 43 - SUPPORTED EMPLOYMENT** (Continued)

**4.2 MULTNOMAH COUNTY REQUIREMENTS** (Continued)

**4.2.5 UNEMPLOYMENT**

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the supported employment worker. For the purpose of this contract, unemployment is defined as the CONTRACTOR not providing 20 hours of supported employment or 25 hours of alternative to employment activities as identified in the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, which shall include:

1. Options to be provided during periods of unemployment including, but not limited to:
  - a. community activities
  - b. volunteer work
  - c. job search and development
  - d. submission of waiver requests to allow the individual to remain home without supervision
  - e. splitting costs between residential provider and vocational provider
  - f. vocational staff working at the individual's residence
  - g. temporary placement at a facility-based vocational program or at a county-sponsored day activity;
2. Clear delineation of the roles of the ISP Team members;
3. Amount of contact by CONTRACTOR during periods of unemployment. Minimum contact during unemployment is 1 time per week, which will include a minimum total of 2 hours face-to-face contact per month.
4. Timelines for implementation of the unemployment plan.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY case manager will be verbally notified within one day. Within three days after this notification, COUNTY case manager will hold a conference or conference call with the residential and vocational providers to determine if an ISP meeting to modify the unemployment plan is necessary. The individual or any member of the ISP team can request a meeting. If necessary, an interim plan for what to do prior to the ISP meeting will be arranged at the time.

CONTRACTORS that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for that person during periods of unemployment.

CONTRACTOR is expected to place individuals in new jobs within 60 days. If target date for re-employment is not obtained, COUNTY reserves the right to reassign the individual and slot to another contractor.

In the case of new slots that are to be phased in, COUNTY will phase-in the new slots only when 75% or more of the present slot individuals are employed under the contract standards for supported employment.

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SOCIAL SERVICES DIVISION  
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4 DD 43 - SUPPORTED EMPLOYMENT (Continued)

4.2 MULTNOMAH COUNTY REQUIREMENTS (Continued)

4.2.6 ALTERNATIVE TO EMPLOYMENT SERVICES

"Alternative to employment services" means any service which has as its primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and is conducted away from the individual's residence.

CONTRACTOR may expend DD 43 funds to provide alternative to employment services only if:

- A. The individual is of retirement age, or
- B. It is the individual's choice of alternatives, or
- C. The individual's medical condition prohibits work, or
- D. The individual is experiencing a temporary job loss, or
- E. There is a documented potential for loss of medical benefits if employed in a DD 43 slot, or
- F. The individual has a severe physical limitation that the job site is unable to accommodate, or
- G. After extensive evaluation and ISP consideration, it is determined that it is unfeasible for the individual to work due to behavior problems at this time, or
- H. The COUNTY approves alternative to employment services due to other factors.

If alternative to employment services are provided with DD 43 funds, CONTRACTOR must:

- A. Document an initial assessment and annual review of the continued alternative to employment services based on the factors above.
- B. Provide a minimum of 25 hours per week of alternative to employment services to the individual, including access to as much community based employment as is appropriate, based on the ISP.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
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11. SPECIAL RATE SERVICE RECIPIENTS

Special rate service recipients are non-Community Integration Project individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and will be withdrawn in the event a change in contractor occurs. Special rate service recipients will be identified by their CPMS number in the contract.

11.1 CONTRACTOR agrees to adhere to the individualized service rates for Special rate service recipients.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

**12. COMMUNITY INTEGRATION PROJECT - Phases I and II**

- 12.1 CONTRACTOR agrees to adhere to the individualized service rates for individuals in the Community Integration Project.

Specialized service rates are individualized for individuals in the Community Integration Project as identified by CPMS numbers, and will remain with that person throughout the service system. Service rates will be withdrawn in the event a change in CONTRACTOR occurs.

- 12.2 CONTRACTOR agrees to participate in Project AIM (Advocates Involved in Monitoring), a monitoring system operated by an independent contractor under a separate agreement with the State Mental Health and Developmental Disabilities Division. This applies to services provided to individuals discharged from a State Training Center on or after July 1, 1987.

- 12.3 CONTRACTOR will assure local school district is notified of community placements of individuals attending school.

School service rate will assure provision of school support services to children of school-age. These services shall include allocation of staff time to facilitate successful school transition and placement and must be outlined on the ISP.

These services may include:

1. Regular communication with school;
2. Telephone contact with school;
3. Staff accompaniment to and from school;
4. Staff attendance at IEP meetings;
5. Coordination and follow-through on support, training and intervention programs;
6. Other

- 12.4 CONTRACTOR will provide all medical and/or other support services required in each Individual Placement Plan (IPP) for individuals in the Community Integration Project, Phase II, as agreed upon by the State Training Center, State Mental Health and Developmental Disabilities Division and COUNTY prior to placement in the community. Services may be modified if approved and documented in the Individual Support Plan (ISP).

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

Attachment A

Oregon Health Sciences University

CONTRACTOR agrees to adhere to the following minimum staffing requirements:

		<u>Actual Staffing</u>
Individual placements	1:8	1:5.7

Multnomah County Social Services Division  
Subcontract Agreement Signature Page


Contractor: OREGON HEALTH SCIENCES UNIVERSITY-CDRC

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

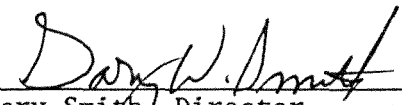
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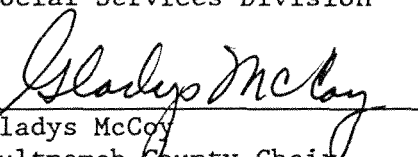
Multnomah County, Oregon:

By: \_\_\_\_\_  
Contractor Executive Director Date

By:  5-10-91  
Dennis Adams  
Program Manager Date

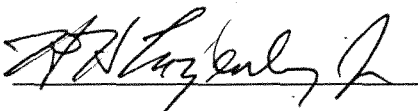
By: \_\_\_\_\_  
Contractor Board Chairperson Date

By:  5/21/91  
Gary Smith, Director  
Social Services Division Date

By:  6/20/91  
Gladys McCoy  
Multnomah County Chair Date

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  5-30-91  
Date

\* Copies of contract available through Clerk's office \*

Meeting Date: JUN 20 1991

Agenda No.: C-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Approval of an Intergovernmental Agreement w/Tri-Met

BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_

DEPARTMENT Human Services DIVISION Social Services

CONTACT Kathy Tinkle TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION \_\_\_\_\_

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

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

Ratification of the renewal of the annual agreement between Tri-Met and Multnomah County Developmental Disabilities Program as identified in the FY 91-92 budget. The amount of the agreement is \$360,000.00.

*6/24/91 originals to Kathy Tinkle  
via Caroline W/ext 2583*

(If space is inadequate, please use other side)

SIGNATURES:

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

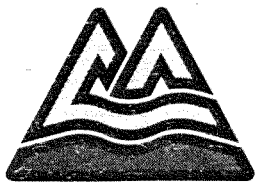
Or

DEPARTMENT MANAGER Bill Odegaard (AC), Acting Dir.

(All accompanying documents must have required signatures)

1991 JUN 12 PM 3:22  
CLERK OF  
MULTNOMAH COUNTY  
OREGON





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

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

## M E M O R A N D U M

TO: Gladys McCoy,  
Multnomah County Chair

VIA: Billi Odegaard *Billi Odegaard (ae)*  
Acting Director, Department of Human Services

FROM: Gary Smith *DS*  
Director of Social Services

DATE: May 22, 1991

SUBJECT: Approval of 91-92 Developmental Disabilities Program  
Annual Intergovernmental Agreement Renewals

RECOMMENDATION: Social Services Division recommends County Chair and Board approval of the attached Developmental Disabilities (DD) Program renewal contracts for fiscal year 1991-92.

ANALYSIS: The attached agreements are the annual subcontracts being renewed by the DD Program Office for the upcoming fiscal year. The contracts reflect services contracted to Multnomah County from the State Mental Health Division, as well as programs funded locally. Also attached is a summary which identifies all the DD contracts, amounts by service element, total contracted amount by service provider and LGFS coding.

Services funded by the County are receiving a 2.5% cost of living adjustment for FY 91-92. Funding allocations for State Mental Health Division services have not been finalized at this time. When final State allocations are determined, any changes will be reflected in future subcontract amendments with the providers. Funds are identified in the 91-92 DD Program contracts budget request.

BACKGROUND: All of the contracts attached are with other government agencies and are therefore exempt from the RFP/RFQ process.

(CWRENEWZ.DOC)

MULTNOMAH COUNTY SOCIAL SERVICES 91/92 CONTRACTS

CONTRACT ID # CONTRACTOR	FUNDING SOURCE	CONTRACT TOTAL	BY SVC ELEMENT	---LGFS CODES---			
				ORG	ACTIV	OBJ	RPT CAT
TRI MET		\$360,000.00					
Transportation	State DD 53		\$360,000.00	1246	DD53	6060	1253

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100492Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>RATIFIED</b> <b>Multnomah County Board of Commissioners</b> <u>C-13 June 20, 1991</u>

Contact Person Kathy Tinkle Phone 248-3691 Date 5-13-91Department Human Services Division Social Services Bldg/Room 160/6Description of Contract Renewal of annual contract for developmental disabilities services identified in the 91-92 budget.RFP/BID # N/A IGA Date of RFP/BID                      Exemption Exp. Date                     ORS/AR #                      Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name TRI-METMailing Address 4012 S.E. 17TH AVENUE  
PORTLAND, OR 97202Phone 238-4879Employer ID # or SS # 93-0579353Effective Date July 1, 1991Termination Date June 30, 1992Original Contract Amount \$ 360,000.00Amount of Amendment \$                     Total Amount of Agreement \$ 360,000.00

## Payment Term

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

## REQUIRED SIGNATURES:

Department Manager Belli Odegaard (Ac) ActingDate 5/23/91Purchasing Director  
(Class II Contracts Only)Date                     County Counsel [Signature]Date 5-30-91County Chair/Sheriff [Signature]Date 6/20/91

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
SUBCONTRACT AGENCY AGREEMENT

Duration of Agreement: July 1, 1991 to June 30, 1992

Contractor: TRI-MET

Address: 4012 S.E. 17TH AVE.  
PORTLAND OR 97202

Phone: 238-4879  
IRS No.: 93-0579353

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of the this agreement, the CONTRACTOR agrees to provide the services within the Service Element(s) listed below. County agrees to pay the CONTRACTOR as per the General and Special Conditions attached.

Service Element	Fund Source	Payment Terms	Total Annual Maximum Payable
DD53 ET	SMHD	FEE FOR SERVICE	360,000.00
Employment	Transportation		

Grand Total: 360,000.00

## GENERAL CONDITIONS

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

WHEREAS, CONTRACTOR has available, or can cause to be provided, the facilities and staff required for the performance of said services; and

WHEREAS, CONTRACTOR has, or will obtain a Letter of Approval from the State of Oregon Mental Health Division (OAR 309-12-010) or the Office of Alcohol and Drug Abuse Programs; and

WHEREAS, COUNTY and CONTRACTOR are agreeable to the terms and conditions hereinafter set forth governing the provision of specified mental health services as stated below:

I. Service Objectives and Evaluation. CONTRACTOR agrees to provide contracted services in the volume and consistent with the objectives and evaluation criteria specified in this contract. CONTRACTOR shall not delegate or subcontract the responsibility for providing services hereunder to any other individual or agency without previous written approval from COUNTY.

II. Standards. CONTRACTOR agrees to comply with all applicable federal, state, county and local statutes and rules and funding criteria governing services, facilities and operations. CONTRACTOR agrees to permit inspection of program, facilities, clinical and fiscal records by authorized agents of COUNTY, Oregon State Mental Health Division, and Federal Government. CONTRACTOR agrees to maintain clinical and fiscal records consistent with Oregon Administrative Rules and fiscal records consistent with current, generally accepted accounting principles. CONTRACTOR acknowledges that CONTRACTOR is bound by all applicable provisions of the current State Mental Health Division Intergovernmental Agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR is further bound by all applicable federal and state statutes, rules and regulations.

III. Subject to Availability of Funds. Both parties agree that this contract is subject to the availability of federal, state and local funds. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from fund source.

IV. Contract Disputes. Disputes arising from this contract will be resolved when possible at the lowest appropriate management levels, followed by consultation with the Multnomah County Board of Commissioners and the Administrator of the State Mental Health Division if necessary.

V. Identification of Services. CONTRACTOR agrees to identify the services provided by CONTRACTOR under this contract as a visible and coordinated part of the community mental health program, accessible and available to the eligible residents of Multnomah County. CONTRACTOR will acknowledge Multnomah County as a funder in publicly disseminated information for services under this contract.

VI. Authority of Director. CONTRACTOR agrees to recognize the County Social Services Division Director as COUNTY's administrative authority for services provided under this contract.

VII. Discrimination. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any of the programs or services funded in this contract. The language in this section is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

VIII. Liability. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY or DIVISION.

CONTRACTOR agrees to defend, indemnify and hold COUNTY and DIVISION harmless for all damages, claims, suits or actions resulting or arising out of the activities of CONTRACTOR, its employees, or any subcontractor. Except for claims which result or arise solely out of the errors or omissions of COUNTY or its officers, agents or employees who are under the direct supervision and control of COUNTY or its officers, agents or employees, CONTRACTOR shall indemnify, defend and save harmless, COUNTY and DIVISION, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its assignees, subcontractors, agents or employees under this contract.

CONTRACTOR shall obtain, at CONTRACTOR'S expense, and maintain in effect with respect to all occurrences taking place during the term of the agreement, Comprehensive or Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000 when applicable. These limits shall not limit indemnities under the preceding paragraph.

A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

CONTRACTOR shall name the State of Oregon, Mental Health and Developmental Disability Services Division, COUNTY, its officers, employees, and agents as Additional Insureds on any insurance policies required herein only with respect to CONTRACTOR'S activities being performed under the agreement.

Such insurance shall be evidenced by a Certificate of Insurance, issued by an insurance company licensed to do business in the State of Oregon, containing a 30-day Notice of Cancellation endorsement and shall be forwarded to COUNTY prior to commencement of the services. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance coverage required herein, CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) days of notification by the insurance company to CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY therefor immediately upon demand.

In lieu of filing the certificate of insurance required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured for public liability and property damage for a minimum of the amounts listed above, whichever is greater.

In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR agrees to increase its minimum insurance amount accordingly.

In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CONTRACTOR shall notify COUNTY verbally and in writing immediately and under no circumstances longer than three (3) days after termination. Failure to notify the county consistent with this requirement may be cause for immediate termination.

All property and equipment purchased or received by CONTRACTOR under this contract must be insured against fire, theft and destruction at replacement cost by CONTRACTOR throughout its useful life.

Failure to maintain current insurance, bonding and the proper endorsements may result in withholding of payments or may be cause for immediate termination of contract.

IX. Fidelity Bond. CONTRACTOR (except City, County and State governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond of not less than \$10,000 effective at the time the contract commences covering the activities of any person responsible for collection and expenditures of funds in accordance with OAR 309-13-020 (7) EXPENSES, subsection (b) (C) Audit Guidelines.

X. Workers Compensation. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer and shall comply with ORS 656.017. A certificate showing current Workers' Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

In the event that CONTRACTOR'S Workers' Compensation insurance coverage is due to expire during the term of this contract, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage upon such renewal.

XI. Litigation. In cases of litigation arising out of this contract between COUNTY and CONTRACTOR (except cities, county and state governments municipalities, and public school districts), the prevailing party to litigation shall be entitled to reasonable attorney's fees, including any fees on appeal.

CONTRACTOR shall give COUNTY immediate notice in writing of any and all actions or suits filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this contract.

XII. Monitoring. COUNTY is responsible for monitoring services provided by CONTRACTOR to ensure that all services conform to State Mental Health Division, Single Audit Act and COUNTY standards and other performance requirements specified in this contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

Under the Single Audit Act of 1984 (PL 98-502, COUNTY is responsible for monitoring fiscal compliance of CONTRACTOR with the terms and conditions of this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. However, this contract does not act as a limitation on the authority of the COUNTY to pursue any legal and administrative remedies available to it.

COUNTY and CONTRACTOR agree to abide by procedures contained in Multnomah County Social Services Division Financial Procedures dated September, 1987.

XIII. Audits.

A. The CONTRACTOR agrees to permit authorized representatives of COUNTY, State Mental Health Division, Office of Alcohol and Drug Abuse Programs, State of Oregon Division of Audits and/or the applicable audit agency of the United States Department of Health and Human Services (DHHS) to make such review of the records of the CONTRACTOR as COUNTY, State Mental Health Division or auditor or DHHS may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Social Services Division, State Mental Health Division, and the Office of Alcohol and Drug Abuse Programs to site visit all programs covered by this contract. Contract costs disallowed as a result of such audits, review or site visits will be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR will make prompt repayment of such costs.

B. CONTRACTOR will be subject to Audit Requirements per the Social Services Division Subcontractors' Financial Procedures dated September, 1987. Reviews and audits as specified below must meet criteria outlined in the Procedures.

C. All providers will be subject to a county financial contract compliance review. An external limited scope or full audit will be required under the following conditions:



1. Multnomah County contract funds exceed \$25,000 and total agency budget exceeds \$150,000.

2. Multnomah County contract funds exceed \$100,000.

3. Total agency budget exceeds \$500,000.

4. If CONTRACTOR is determined by COUNTY to be a sub-recipient of federal funds passed through COUNTY, CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.

D. CONTRACTOR will establish and maintain systematic methods to assure timely and appropriate resolution of review/audit findings and recommendations.

E. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR will secure such an audit.

Limited Scope and Full Audits will be submitted to the Social Services Division within two weeks from the date of the report, but in no case later than six (6) months after the end of CONTRACTOR's fiscal year.

Failure to submit required audits by specified deadlines will be cause for withholding of contract payments until audits are submitted.

1. If CONTRACTOR is a state or local government, such audit will be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C.

2. If CONTRACTOR is a private non-profit entity, the auditor will meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions".

3. CONTRACTORS who are profit-making entities will be considered to fall under requirements for non-profits for purposes of this contract.

#### XIV. Program Reporting and Payment Requirements.

A. The CONTRACTOR agrees to prepare and furnish such plans, data, descriptive information and reports as may be requested by COUNTY in order for COUNTY to perform its monitoring activities as cited in Section XII. of this contract and/or as needed to comply with state or federal requirements. The CONTRACTOR agrees to, and does hereby grant COUNTY and the State of Oregon Mental Health Division the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished to COUNTY under this contract consistent with ORS 179.505.

B. Subcontract funds will generally be paid in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

1. increases or decreases in contract amounts;

2. amounts of client service contributions for MED and DD residential facilities;

3. underexpenditures of reimbursement-based contract amounts.

Exceptions to the monthly allotment system will be fee-for-service type contracts, which will be paid based on service billings at rates specified on page one of this contract.

C. Required Fiscal Reports

1. Monthly Allotment Basis of Payment

CONTRACTOR agrees to submit the following required fiscal reports in order to obtain monthly contract allotments. Each funded service element must be reported separately:

a. Monthly Expenditure Reports: Due 20th of month following incurred expenditures;

b. Quarterly Year-to-Date Budget Comparisons: Due 20th of month following each calendar quarter;

c. Annual Budget: Initial annual budget due within thirty (30) days of contract effective date; Revised annual budget(s) due within thirty (30) days of COUNTY's receipt of executed contract amendment if cumulative YTD changes for that service element exceed 25%.

d. Annual External Audit (if required): Due no later than six (6) months after end of subcontractor's fiscal year. If fiscal year is different than contract period (July-June), CONTRACTOR is required to notify county in writing of the difference within six (6) months after end of contract year.

e. Annual State Mental Health Division Cost Statement (if required): Due December 1st following end of contract year or within sixty (60) days of contract termination if prior to June 30th.

f. Reports and fiscal data generated by the CONTRACTOR, under this contract, become the property of the COUNTY to be accessible to the COUNTY upon request.

Payment of monthly allotments is triggered by receipt by COUNTY of the above required reports. It is the sole responsibility of the CONTRACTOR to submit required reports in order to obtain contract payments.

If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th of each month.

2. Other Basis of Payment

Contracts based on other than monthly allotment payments (e.g., fee-for-service, etc.) will be paid as specified in the Special Condition of this Contract and are not subject to the above reporting requirements unless so specified.

3. Final Reports

For all bases of payment, all final billings, budget and expenditure reports affecting contract payments must be received within thirty (30) days after the end of the contract period. Contract payments not triggered or billed within this specified time period will be the sole responsibility of the CONTRACTOR.

4. Supporting Documentation

Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with generally accepted accounting principals, Oregon Administrative Rules, and applicable federal requirements as specified in Section F. below.

All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions.

Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports.

The CONTRACTOR agrees that fee-for-service billing to the COUNTY for client services will be supported by signed, dated documentation in the client chart for each unit of service billed.

All financial records, including but not limited to books, invoices and statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration to termination of this contract. If, however any audit questions remain unresolved at the end of this three-year period, all records must be retained until final resolution.

Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

D. Applicability of Required Fiscal Reports

Periodic Contract Reporting: All subcontractors paid on a monthly allotment basis are required to submit monthly expenditure reports, quarterly year-to-date budget comparisons and annual budget(s) for each funded service element, unless exempted by contract.

Annual External Audit: CONTRACTOR is responsible for determining and adhering to applicable audit requirements as detailed in Section I.C.4. of the SSD Subcontractors' Financial Procedure dated September, 1987.

Annual State Mental Health Division Cost Statement: COUNTY will provide notification, forms and instructions to subcontractors subject to cost statement reporting within thirty (30) following the end of the contract period.

CONTRACTORS wishing to determine applicable reporting requirements may contact the Division Fiscal Officer at any time during the contract year.

E. CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on TSR forms.

F. CONTRACTOR agrees to use and maintain accounting policies, practices and procedures and cost allocations consistent with the following:

1. Generally accepted accounting principles as defined by the American Institute of Certified Public Accountants, Inc., as such may change from time to time;
2. Office of Management and Budget (OMB):  
Circulars A-87, A-102 Attachments A-O and A-128 if CONTRACTOR is a governmental entity;  
Circular A-110 and A-122 if CONTRACTOR is a non-governmental entity.
3. Oregon Administrative Rules (OAR):  
309-13-020, Audit Guidelines;  
309-13-075 through 309-13-105, Fraud & Embezzlement;  
309-14-030, Standards for Management of All Service Elements.
4. Social Services Division Subcontractors' Financial Procedures dated September, 1987.

There shall be up-to-date accounting records for each mental health service element accurately reflecting all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with generally accepted accounting principles and conforming to the requirements in OAR 309-13-020 and the Social Services Division Financial Policies and Procedures dated September, 1987.

CONTRACTOR will maintain minimal accounting records as required by OAR 309-13-020 and written financial policies and procedures as required by OAR 309-14-030.

G. All annual and quarterly budget reports will be submitted with the minimum format and content specified in Section II of the SSD Subcontractors' Financial Procedures dated September, 1987, and in accordance with OAR 309-13-020.

H. CONTRACTOR will incorporate the above provisions into any subcontracts CONTRACTOR enters into pursuant to the terms of this contract.

XV. Recovery of Funds. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with applicable state and federal regulations and statutes; 3) are in payment of an obligation incurred during the contract period; and 4) are not in excess of 100% of allowable program costs. Recovery of funds will be made in the event of unauthorized expenditures, non-performance of contract conditions, excess payments, payment withholding, or contract termination. Any refunds to the federal government resulting from federal audits of CONTRACTOR's program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make such payments within twenty (20) working days of receipt of formal notice of disallowance of contract expenditures.

Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) days after: 1) the contract's expiration; or 2) notification by COUNTY. CONTRACTOR shall be responsible for prior contract period overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY and/or the Mental Health Division. Except when CONTRACTOR is a city, county, state, municipality, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation to reasonable attorney's fees.

XVI. Budget Transfers. CONTRACTOR may not transfer Social Services Division contract funds from one service element to another without prior written approval of COUNTY.

XVII. Special Federal Requirements. CONTRACTOR agrees to abide by all mandatory standards and policies which relate to energy efficiency and which are contained in the State of Oregon energy conservation plan which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

CONTRACTOR additionally shall provide the COUNTY with written assurance upon request that CONTRACTOR will comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations, and further, CONTRACTOR agrees to promptly report all infractions to COUNTY.

XVIII. Property Management. CONTRACTOR shall be responsible for all property purchased with operational and/or start-up funds awarded in this contract. All property purchased with operational and/or start-up funds awarded in this contract is the property of the COUNTY and/or the State of Oregon Mental Health Division. CONTRACTOR shall meet the following procedural requirements for all such property:

A. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use and condition of the property.

B. A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the county.

C. Upon contract termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon Mental Health Division all property purchased with contract funds from this contract as directed by COUNTY and/or the State.

XIX. Retention of Revenue and Earned Interest. All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the Division.

XX. Withholding of Contract Payments. Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin thirty (30) days after written notice is given by COUNTY to the CONTRACTOR. Such withholding of payment for cause, may continue until the CONTRACTOR submits required reports, submits executed contracts, amendments or change orders, performs required services, or establishes, to COUNTY's and/or to the Mental Health Division's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the CONTRACTOR.

XXI. Fees. CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 14.000 and shall expend revenue received from such fees only in support of mental health services which meet the standards of Oregon Administrative Rules.

XXII. Record Maintenance and Confidentiality. CONTRACTOR shall maintain a record for each client who receives services under this contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record or other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

CONTRACTOR agrees that all client records shall be kept confidential in accordance with state and federal statutes and rules governing confidentiality.

XXIII. Assignment. This contract shall not be assigned by CONTRACTOR without the prior written consent of COUNTY.

XXIV. Amendment.

A. In the event that COUNTY's contract obligation is amended by federal or state initiated change, COUNTY shall amend this contract through written notification of changes sent to CONTRACTOR by mail. CONTRACTOR shall sign amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.

B. Any other amendments to the provisions of this agreement, whether COUNTY or CONTRACTOR initiated, shall be reduced to writing and signed by both parties.

XXV. Termination.

A. Violation of any of the rules, procedures, attachments, or terms of the contract may, at the option of either party, be cause for termination of the contract and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of the contract.

B. This contract may be terminated by either party by thirty (30) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1. Upon notice of denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service element under the contract.

2. Upon notice if a CONTRACTOR fails to start up services on the date specified in the contract between COUNTY and CONTRACTOR or if CONTRACTOR fails to continue to provide services for the entire contract period.

3. Upon notice to the COUNTY of evidence that the CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff or the public.

4. If the Agreement between COUNTY and the State Mental Health Division for provision of community mental health services is terminated by the State for any reason.

5. Upon evidence of CONTRACTOR's financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. The parties acknowledge that this contract is subject to termination due to specific provisions of the current agreement between COUNTY and the State Mental Health Division for provision of community mental health services. CONTRACTOR agrees that if COUNTY's obligation to the State Mental Health Division is terminated, this contract may be accordingly terminated by COUNTY. COUNTY agrees to give reasonable notice of any such termination immediately upon being notified by State.

E. Termination under any provision of this section shall not affect any right, obligation, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

XXVI. Non-Violation of Tax Laws. CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

Multnomah County Social Services Division  
Developmental Disabilities Program  
Special Conditions For Each Service Element

Contractor: TRI-MET

The following Special Conditions Sections are applicable to each Service Element.

Service Element	Fund Source	Slot Count	Special Conditions Sections	FY92 5/08/91
DD53 ET Employment Transportation	SMHD	- 1, 5.1, 5.2, 5.2.1		



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1 SPECIAL CONDITIONS FOR ALL DD CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR agrees to involve and fully inform the COUNTY Developmental Disabilities Program Case Managers of service recipients in any planning and decision-making which is associated with possible changes in service site or termination of services for service recipients. CONTRACTOR agrees to verbally notify the COUNTY Developmental Disabilities Program Case Manager and the service recipient, and/or legal guardian, within one business day of the CONTRACTOR'S decision to propose changes in service site or termination of services. This verbal notification shall be followed within five business days by written notice of such proposed changes in service site or termination of services. The written notice shall include information on how to appeal such decisions with the CONTRACTOR agency's organizations. The change should be reflected in the client's Individual Support Plan/Individual Program Plan.

CONTRACTOR agrees to comply with the Multnomah County Behavioral Intervention Policy.

As Multnomah County is contracted by the State Mental Health and Developmental Disabilities Division to arrange for and provide service at established rates, the COUNTY, in turn, is dedicated to utilization of 100% for funded service elements. The COUNTY'S contractors are expected to make every effort possible to maintain full utilization of contracted monies.

CONTRACTOR and COUNTY recognize that planning is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in planning efforts instigated by the COUNTY and one day of annual Contract review.

CONTRACTORS are responsible to review their monthly CPMS documents for errors. If errors or questions arise upon completion of monthly review, then each CONTRACTOR is responsible to contact the appropriate COUNTY Program Development Specialist. Issues that are left unresolved may result in the loss of revenues.

1.1.2 REPORTING REQUIREMENTS

CONTRACTOR shall comply with COUNTY'S special incident reporting guidelines, listed below:

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

Guidelines for DD Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

Communication of critical incidents by provider agencies to Multnomah County has previously been at the discretion of the agency, with few, if any, guidelines for what should be reported. As a result, some agencies have under-reported critical incidents, while others have over-reported.

The guidelines below are intended to assist agencies in making decisions about what to report. Agencies will still find it necessary to make decisions based on their own judgments about what county staff need to know. A basic rule of thumb is for reporting, however, is

Any change in individual support needs that would indicate the need for further evaluation or discussion by the ISP team should be reported as a critical incident.

The guidelines below are intended for both residential and vocational providers and are divided into individual-related and agency-related issues. Individual-related issues should be reported to the Case Manager and agency-related to the Residential or Vocational Program Development Specialist. Protective Services guidelines appear at the end.

Critical incidents should be reported by telephone to case manager or back-up case manager within one working day. A written report on the agency's own incident report form (including follow-up) should be forwarded to the county within 5 working days. If necessary, the county will follow up or respond within 5 working days.

I. Incidents Related to Individuals (report to Case Manager)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care;
2. Any major change in medical regimen due to a seizure disorder, mental illness, a chronic affliction or the appearance of new symptoms, minor medication changes are not included;
3. Any client referral to a physician, specialist or consultant which may result in significant changes in support needs.

B. Placement

1. Any change in residential or vocational placement status;  
Examples: Unemployment, threat of unemployment, missing more than 2 days of work, reduction in work performance.

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1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee and is not already approved.
2. Even if an approved program is in place for an individual, report the following incidents:
  - a. Outbursts or other incidents that affect the safety of the client, others or property. For high rate behaviors, the ISP team will decide the reporting schedule.
  - b. New maladaptive behavior.
  - c. Any behavior that threatens residential or vocational placement.

D. Financial

1. Loss of benefits or income;
2. Theft of individual's money or property;
3. Individual's financial exploitation or loss of funds or property;
4. Changes in payeeship, conservatorship.

E. Other

1. Changes in guardianship;
2. Death of parent, guardian or significant other;
3. Transportation issues.

II. Incidents Related to Agencies (report to Residential or Vocational Program Development Specialists)

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for extended periods;
3. Significant changes in the environment, especially those related to health or safety.

B. Service Provision

1. Relocation of site;
2. Neighborhood issues, problems, complaints;
3. Lack of work availability:

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.2 REPORTING REQUIREMENTS (Continued)

III. Protective Services

- A. Anyone can and should report to an individual's case manager if there is reason to believe an individual needs protective services. Protective services are available to individuals who meet the following criteria:

Case-managed individuals who are eighteen years of age or older, are unable to protect his/her own interest and are harmed or threatened with harm through the individual's or another's action or inaction. Harm is defined in this section as to mean neglect, physical punishment, sexual exploitation, threats, coercion or humiliation directed toward any individual or the withholding of an individual's regular meal, personal property, medication, or aid to physical functioning.

B. Protective Services include:

1. Providing prompt response and investigation upon request of adults at risk or other persons acting on their behalf.
2. Assess the ability of the individual to understand the nature of the protective service and his/her willingness to accept services.
3. Counseling to the individual, his/her family or other responsible persons, such as the representative payee, on handling the affairs of the individual.
4. Appropriate alternative living arrangements in the community where available.
5. Medical care, legal services, and other resources available in the community. A case manager does not have authority to consent to medical procedures on behalf of an individual.
6. Securing a guardian, commitment or other protective placement as needed.
7. Assisting the individual in order to assure his/her receipt of rights and entitlements due to the adults at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

C. Contractor must:

1. Receive authorization from Protective Services Unit before conducting any internal investigations.
2. Fully cooperate with and give priority to Protective Services' investigations.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

1.1 MULTNOMAH COUNTY REQUIREMENTS (Continued)

1.1.3 REQUEST FOR QUALIFICATIONS SPECIAL CONDITIONS

CONTRACTOR understands that CONTRACTOR must apply for and obtain qualified provider status during the next (FY 1991/92) Social Services Division Request for Qualifications (RFQ) process. CONTRACTOR must obtain qualified provider status prior to July 1, 1992 in order for COUNTY to continue the contracting relationship.

In the interim, COUNTY requires CONTRACTOR to submit the following information within 30 days of the execution of this agreement:

1. The agency's most recent audit or annual financial statements if no audit is available.
2. The most recent Year-to-date revenue and expenditure summary;
3. The most recent agency budget and Year-to-date budget comparisons;
4. A copy of the agency General Ledger Chart of Accounts;
5. Evidence that the organization is registered to do business in the State of Oregon:
  - a. Provide a copy of organization's current registration submitted to the Secretary of State, Corporation Division.
  - b. Additionally, for private non-profits, also provide a copy of the organization's 501.C.3 designation letter.

If any of the above documentation is not available, CONTRACTOR must provide COUNTY with written explanation. Additionally, COUNTY will schedule a fiscal review within three (3) months of the execution of this agreement.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

5 DD 53 - EMPLOYMENT TRANSPORTATION

5.1 STATE MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES DIVISION REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Employment Transportation provides transportation services for adults with developmental disabilities when public transportation is not available or not feasible due to the severity of the disability and transportation is required for effective participation in employment and/or other needed services such as medical/dental and community access.

5.1.2 PERFORMANCE REQUIREMENTS

100% of clients receiving assistance will be enrolled in an Activity Center Program (DD40), or Sheltered Services Program (DD 42), Supported Employment (DD 43), or a DD Residential Facility (DD 50), unless otherwise authorized in writing by the State Mental Health and Developmental Disabilities Division.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

5.2.1.1 STATEMENT OF WORK

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to Multnomah County clients as ordered by COUNTY's Vocational Program Development Specialists.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met at least two full working days in advance of the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and assistance to passengers to safely enter and leave Tri-Met vehicles. Tri-Met shall not provide rides for clients so severely disabled as to require ambulance service. The COUNTY shall be responsible for informing its clients of the scope of service to be rendered by Tri-Met under this agreement.

5.2.1.2 CONSIDERATION - BASIS FOR PAYMENT

Payment will be made monthly for individual rides upon submission of a bill using the following rates subject to deductions described below:

The cost per person per trip is determined by the distance in direct miles traveled and the grouping. The rates are:

	<u>0 - 4 miles</u>	<u>5 - 10 miles</u>	<u>Over 10 miles</u>
Individual trip	\$3.60	\$11.97	\$28.71
Group trip	\$1.80	\$ 5.99	\$14.36

The following definitions apply to the above rate structure:

Direct Miles - The distance in miles between the trip origin and the trip destination as shown on a map, or "as the crow flies."

Individual Trip - A one-way trip from one origin to one destination made by one person.

Group Trip - A one-way trip from one origin to one destination made by two or more persons and scheduled together.

Late cancels (less than 24 hours prior to pick-up) and no-shows are considered one-fourth and one-half of a ride, respectively, for billing purposes.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
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Monthly bill deductions shall be calculated by CONTRACTOR on a monthly statement provided to the COUNTY as follows:

- A. 40% of the total individual rider costs for the monthly bill will be discounted, up to designated subsidy limit.
- B. \$8.00 per authorized, named rider regardless of actual rider fees collected by CONTRACTOR. CONTRACTOR is responsible for collecting those fees. Rider count will be computed by CONTRACTOR on monthly billing detail submitted by CONTRACTOR.

Tri-Met will submit a detailed monthly ridership billing statement including:

- A. Summary of trips by charge code for each month.
- B. Summary of trips by purpose.
- C. List of wild card riders for each month.

COUNTY will pay actual rider costs after the deductions have been applied.

5.2.1.3 SUBCONTRACTS

Tri-Met may enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY. Any subcontracts entered into will not terminate the legal responsibility of Tri-Met to COUNTY.



MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
DEVELOPMENTAL DISABILITIES PROGRAM  
FISCAL YEAR 1991-92 CONTRACT CONDITIONS

5 DD - EMPLOYMENT TRANSPORTATION

5.2.2 DOOR-TO-DOOR TRANSPORTATION - NON-TRI-MET

5.2.2.1 SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

This transportation might involve individuals independently transporting to and from a central "pick up" location from residence to work and return in a timely manner.

CONTRACT will assess all riders to determine capability for being independently trained in preparation for annual ISP.

CONTRACTOR agrees to collect \$8.00 per rider per month to offset cost of transportation.

If an entire work crew site is changed, CONTRACTOR and COUNTY will renegotiate the contract regarding decreased or increased cost to the new location or based upon changed in actual miles traveled, portal to portal.

5.2.2.2 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Vocational Program Development Specialist a billing by the 10th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such billing. Billing shall include name, dates of service and rates. (Copy Attached).

5.2.2.3 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 1991 and ordered by COUNTY Vocational Program Development Specialist.

5.2.2.4 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

5.2.2.5 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed through monthly allotments which may be adjusted when the amount for service capacity is amended in the contract.

Multnomah County Social Services Division  
Subcontract Agreement Signature Page


Contractor: TRI-MET

In witness whereof, the parties have caused this Agreement to be executed by their authorized officers.

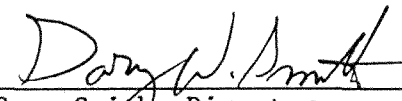
Contractor:

Multnomah County, Oregon:

By: \_\_\_\_\_  
Contractor Executive Director Date

By:  5-10-91  
Dennis Adams Date  
Program Manager

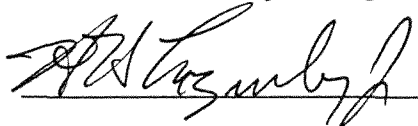
By: \_\_\_\_\_  
Contractor Board Chairperson Date

By:  5/21/91  
Gary Smith, Director Date  
Social Services Division

By:  6/20/91  
Gladys McCoy Date  
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By:  5-30-91  
Date

#

1

DATE

6/20/91

NAME

SAK: DALLIN, Executive Director  
NECDC

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUBJECT

Impact of Delay on NECDC

FOR

AGAINST

PLEASE PRINT LEGIBLY!

# 2

DATE 6/20/91

NAME Louise Weidlich

ADDRESS 7720 SW Capital Hill Rd

STREET

Portland, Oregon 97219

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1 R3/R4

SUBJECT Properties tax foreclosure

\_\_\_\_\_  
FOR \_\_\_\_\_ AGAINST  
PLEASE PRINT LEGIBLY!

# 3

DATE

4/20/91

NAME

Deborah Long

ADDRESS

5511 SE 57<sup>th</sup>

STREET

PHO, OR 97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

672R-1

SUBJECT

Occupied houses

FOR

AGAINST

PLEASE PRINT LEGIBLY!

#

4

DATE

6/20/91

NAME

Tim HENDERSON

ADDRESS

3705 S.E. 28<sup>th</sup> Ave

STREET

PortlandOR97202

CITY

ZIP CODE

R-1

I WISH TO SPEAK ON AGENDA ITEM #

ORDER # 91-75

SUBJECT

Neemiah Housing Project

FOR

☒

AGAINST

PLEASE PRINT LEGIBLY!

Meeting Date: JUN 13 1991

Agenda No.: R-1

(Above space for Clerk's Office Use)

JUN 20 1991

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: PUBLIC HEARING

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ 6/13/91  
(date) REGULAR MEETING (date)

DEPARTMENT Environmental Services DIVISION Facilities/Community Development

CONTACT Bob Oberst/Cecile Pitts TELEPHONE X-3322/X-3044

PERSON(S) MAKING PRESENTATION Cecile Pitts/Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

7/2/91 copies to Bob Oberst,  
Cecile Pitts and Larry Kressel

Public Hearing and Board Review in the Matter of ORDER 91-75 Approved by  
the Board May 16, 1991 Requesting Approval to Transfer 60 Tax Foreclosed  
Properties to Northeast Community Development Corporation.

*Continued to 6-20-91.*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Madys McCoy

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONERS  
1991 JUN - 6 AM 11:25  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Request )  
for Approval to Transfer of 60 )  
Tax Foreclosed Properties to )  
Northeast Community Development )  
Corporation )

ORDER

91-75

WHEREAS, pursuant to Ordinance 672, the Northeast Community Development Corporation has filed a request for transfer of Sixty (60) tax foreclosed properties; and

WHEREAS, in accord with the ordinance, the Tax Title Unit has reported the request to the Board at a public meeting; and

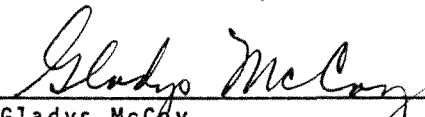
WHEREAS, based on the report, it appears that the public interest will be served by the transfer;

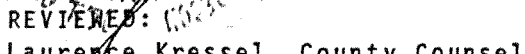
NOW THEREFORE, it is ORDERED that a public hearing on the request shall be held on Thursday, June 13, 1991 - 9:30 am, and the Director shall publish notice of the hearing as required by Ordinance 672.

ADOPTED this 16th day of May, 1991.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Gladys McCoy  
Multnomah County Chair

REVIEWED:   
Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By 

Journal

Page

Entered May 16, 1991



# REPORT ON REQUEST TO TRANSFER TAX FORECLOSED PROPERTY

DATE: February 24, 1991

REQUESTING AGENCY: NORTHEAST COMMUNITY DEVELOPMENT CORP.

PROPOSED USE: CONSTRUCTION, RECONSTRUCTION AND REHABILITATION TO PROVIDE SAFE  
SANITARY AND AFFORDABLE HOUSING FOR PERSONS AND FAMILIES OF LOW INCOME UNDER  
THE FEDERAL NEHEMIAH HOUSING OPPORTUNITY PROGRAM.

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
ALBINA HOMESTEAD LOT 4, BLOCK A 4316 NE GARFIELD	\$ 4,837.33	\$ 30.50	\$ 10,100.00
ALBINA HOMESTEAD N 1/2 OF LOT 11, BLOCK 3 3930 NE GARFIELD	\$ 3,401.06	\$ 80.00	\$ 3,500.00
ALBINA HOMESTEAD W 1/2 OF LOT 1, BLOCK 12 126 NE MASON ST	\$ 3,714.57	\$ 987.32	\$ 4,700.00
ALBINA HOMESTEAD LOT 11, BLOCK 12 SOUTH OF 4038 NE RODNEY	\$ 1,048.60	\$ 308.00	\$ 1,000.00
ALBINA HOMESTEAD W 29' OF E 70' OF LOT 1, BLOCK 14 W 29' OF E 70' OF N 10' OF LOT 2, BLOCK 14 WEST OF 136 NE FAILING	\$ 189.22	\$ 478.00	\$ 500.00
ALBINA HOMESTEAD N 19.6' OF LOT 15, BLOCK 27 S 10.6' OF LOT 16, BLOCK 27 4070 N VANCOUVER AVE	\$ 3,676.76	\$ 887.60	\$ 8,700.00
ARLETA PARK LOT 1, EXC PT IN ST, LOT 6 NE 9TH AVE, S OF 870 NE ROSELAWN	\$ 122.30	\$ 240.00	\$ 800.00
ARLETA PARK LOTS 35 & 38 WEST OF 724 NE SUMNER	\$ 1,065.58	\$ 977.80	\$ 6,000.00
ARLETA PARK LOTS 46 & 51 727 NE WEBSTER ST	\$ 4,417.69	\$ 0.00	\$ 15,300.00
CENTRAL ALBINA LOT 2, BLOCK 5 FORMER 4415 N KERBY	\$ 2,604.66	\$ 2,455.16	\$ 5,500.00

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
CENTRAL ALBINA LOT 1, BLOCK 7 FORMER 4235 N BORTHWICK AVE	\$ 4,308.76	\$ 5,041.32	\$ 16,400.00
CENTRAL ALBINA LOT 11, BLOCK 11 SOUTH OF 4134 N HAIGHT	\$ 821.85	\$ 270.75	\$ 6,100.00
CENTRAL ALBINA W 55' OF LOTS 15 & 16, BLOCK 19 FORMER 3966-3970 N ALBINA	\$ 5,726.64	\$38,402.59	\$ 2,500.00
CENTRAL ALBINA LOT 11, BLOCK 30 FORMER 3726 NE ALBINA AV	\$ 1,310.23	\$ 619.43	\$ 3,700.00
CENTRAL ALBINA W 1/2 OF LOT 18, BLOCK 31 NORTH OF 3634 N ALBINA AVE	\$ 534.84	\$ 0.00	\$ 2,600.00
CENTRAL ALBINA LOT 1, BLOCK 36 3633 N VANCOUVER AVE	\$ 3,981.63	\$ 1,380.81	\$ 19,900.00
CENTRAL ALBINA ADD LOT 5, BLOCK 16 SOUTH OF 4512 N COMMERCIAL	\$ 814.72	\$ 862.00	\$ 4,900.00
CENTRAL ALBINA ADD LOT 6, BLOCK 18 NORTH OF 4506 N GANTENBEIN	\$ 853.16	\$ 280.00	\$ 5,300.00
CLIFFORD ADD LOT 5, BLOCK 1; N 1/2 LOT 6, BLOCK 1 4529-4535 N MISSISSIPPI	\$ 7,894.42	\$ 1,656.03	\$ 10,000.00
CLOVERDALE EXTENSION & PLAT 2 LOT 11, BLOCK 13 835 NE JESSUP ST	\$ 4,493.95	\$ 2,093.97	\$ 5,800.00
CLOVERDALE EXTENSION & PLAT 2 LOT 12, BLOCK 13 5719-5721 NE 9TH AVE	\$ 6,603.31	\$ 319.23	\$ 5,000.00
CLOVERDALE EXTENSION & PLAT 2 LOTS 13 & 14, BLOCK 13 5711 NE 9TH AVE	\$ 8,653.22	\$ 1,728.30	\$ 9,000.00
CLOVERDALE TRACT LOT 16, BLOCK 2 E OF 625 NE CHURCH	\$ 916.11	\$ 592.00	\$ 1,500.00
DAVIS HIGHLAND LOTS 11 & 12, BLOCK 3 FORMER 4803 NE GRAND	\$ 2,194.21	\$ 556.09	\$ 6,000.00

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
HIGHLAND SCHOOLHOUSE LOT 14, BLOCK 3 FORMER 4841 NE 12TH	\$ 1,101.06	\$ 148.00	\$ 4,500.00
LINCOLN PARK LOT 13, BLOCK 19 FORMER 3607 NE 8TH	\$ 874.38	\$ 319.39	\$ 5,300.00
LINCOLN PARK LOT 15, BLOCK 21 3623 NE 6TH AVE	\$ 2,809.81	\$ 1,324.30	\$ 6,000.00
LINCOLN PARK ANNEX LOT 3, BLOCK 4 4406 NE 7TH AVE	\$ 3,823.24	\$ 1,062.00	\$ 5,700.00
LINCOLN PARK ANNEX LOT 4, BLOCK 5 SOUTH OF 4404 NE 8TH AVE	\$ 743.41	\$ 969.00	\$ 4,900.00
LINCOLN PARK ANNEX W 1/2 OF LOT 9, BLOCK 10 821 NE MASON ST	\$ 7,462.46	\$ 902.19	\$ 10,000.00
LINCOLN PARK ANNEX LOT 4, BLOCK 18 FORMER 4046 NE 7TH AVE	\$ 3,493.36	\$ 618.52	\$ 5,800.00
LINCOLN PARK ANNEX LOT 5, BLOCK 19 FORMER 4036 NE 8TH AVE	\$ 2,159.78	\$ 840.65	\$ 1,000.00
LINCOLN PARK ANNEX E 59' OF LOT 16, BLOCK 23 FORMER 3973 NE 10TH AVE	\$ 1,682.57	\$ 616.84	\$ 3,800.00
M PATTONS & SUB SUB TRACT K, LOT 5, BLOCK 1 844 N EMERSON	\$ 4,149.77	\$ 1,232.07	\$ 39,800.00
M PATTONS & SUB SUB E 1/2 OF TRACT L, LOT 12 FORMER 627 NE WEBSTER	\$ 3,498.90	\$ 270.00	\$ 6,000.00
M PATTONS & SUB N 53' OF LOT 1, E 1/2 OF BLOCK L; N 53' OF W 17' OF LOT 2, E 1/2 OF BLOCK L 5134-5138 N ALBINA AVE	\$ 8,243.32	\$ 35.52	\$ 8,200.00
MAEGLY HIGHLAND LOT 5, BLOCK 1 4905 NE CLEVELAND	\$ 3,997.49	\$ 1,331.00	\$ 6,500.00

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
MAEGLY HIGHLAND LOT 7, BLOCK 12 4504 NE CLEVELAND AVE	\$ 3,584.75	\$ 4,517.33	\$ 9,600.00
MULTNOMAH LOTS 14 & 16, BLOCK 14 SOUTH OF 4026 N MICHIGAN	\$ 2,363.18	\$ 312.80	\$ 10,300.00
MULTNOMAH S 2' OF LOT 4, BLOCK 23 N 31' OF LOT 6, BLOCK 23 SOUTH OF 3964 N MICHIGAN	\$ 733.80	\$ 0.00	\$ 3,800.00
MULTNOMAH S 19' OF LOT 6, BLOCK 23 N 14' OF LOT 8, BLOCK 23 FORMER 3950 N MICHIGAN	\$ 3,023.82	\$ 0.00	\$ 3,300.00
MULTNOMAH S 1/2 OF LOT 8, BLOCK 36 3610 N MISSISSIPPI	\$ 4,098.64	\$ 178.50	\$ 8,500.00
NORTH ALBINA LOT 4, BLOCK 25 5916 N MISSOURI AVE	\$ 5,586.39	\$ 4,449.14	\$ 23,700.00
NORTH IRVINGTON LOT 10, BLOCK 1 3913 NE GRAND AVE	\$ 3,591.82	\$ 735.04	\$ 11,500.00
NORTH IRVINGTON LOT 14, BLOCK 4 FORMER 3953 NE 8TH AVE	\$ 2,946.78	\$ 360.00	\$ 6,000.00
NORTH IRVINGTON LOT 14, BLOCK 6 FORMER 3953 NE 10TH AVE	\$ 2,640.66	\$ 0.00	\$ 5,000.00
NORTH IRVINGTON LOT 12, BLOCK 25 4316 NE 11TH AVE	\$ 3,420.59	\$ 3,417.93	\$ 5,500.00
PIEDMONT LOTS 6 & 7, BLOCK 4 5621 NE RODNEY AVE	\$ 8,951.28	\$ 0.00	\$ 49,900.00
PIEDMONT LOT 17, BLOCK 19 5765 NE GARFIELD ST	\$ 8,711.50	\$ 0.00	\$ 46,400.00
ROSEDALE & ANNEX LOT 13, BLOCK 9 5045 NE 13TH AVE	\$ 4,234.31	\$ 1,171.47	\$ 9,200.00

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
ROSEDALE & ANNEX LOT 2, BLOCK 11 5044 NE 14TH AVE	\$ 3,827.56	\$ 240.00	\$ 8,700.00
ROSELAWN LOT 6, BLOCK 4 FORMER 845 NE ROSELAWN ST	\$ 3,920.71	\$ 279.82	\$ 2,000.00
ROSELAWN LOT 5, BLOCK 7 W OF 440 NE ROSELAWN	\$ 389.58	\$ 210.00	\$ 1,400.00
ROSELAWN LOT 9, BLOCK 7 WEST OF 524 NE ROSELAWN ST	\$ 630.47	\$ 0.00	\$ 3,000.00
ROSELAWN LOT 10, BLOCK 7 524 NE ROSELAWN	\$ 4,930.95	\$ 331.94	\$ 2,000.00
ROSELAWN LOT 11, BLOCK 7 FORMER 534 NE ROSELAWN ST	\$ 3,171.46	\$ 1,114.67	\$ 3,000.00
ROSELAWN LOT 19, BLOCK 7; W 15' OF LOT 20, BLOCK 7 WEST OF 726 NE ROSELAWN	\$ 639.75	\$ 0.00	\$ 2,200.00
VERNON LOT 15, BLOCK 2 S 24' OF LOT 16, BLOCK 2 FORMER 5321 NE 15TH AVE	\$ 1,347.24	\$ 140.00	\$ 5,100.00
WALNUT PARK LOT 7, BLOCK 23 FORMER 5022 NE RODNEY ST	\$ 5,482.77	\$ 807.97	\$ 6,000.00
WILLIAMS AVENUE ADD 2 W 1/2 OF LOT 17, BLOCK 1 FORMER 134 N ALBERTA ST	\$ 3,313.38	\$ 75.00	\$ 4,800.00
TOTALS	\$199,765.76	\$ 88,257.99	\$493,200.00

Agenda Review  
6-11-91  
Handout #1  
R-1  
Lan/Kessel

3 Options to Reduce Risk in Transfer  
of Tax Foreclosed Properties

I.

Amend H.B. <sup>3064</sup>~~3046~~, which amends ORS 271.330, to authorize conveyances to assist programs resulting in transfer of tax foreclosed properties to low income families and individuals.

II.

Add a provision in County deeds for reversion to the County if the property is not used for a "housing project" defined in the statute and in County ordinance 672.

III.

Add a deed restriction to prevent future transfers to persons other than low income families or individuals. The restriction could be perpetual or limited in duration.

*Agenda Review*  
*6-11-91*  
*Handout #2*  
*R-1*

TO: Gladys McCoy, Chair  
Board of County Commissioners

FROM: Paul Yarborough, DES  
Cecile Pitts, Community Development Division

RE: Resolution to Transfer Properties to the Nehemiah  
Program Being Administered by North East Community  
Development Corporation (NECDC)

DATE: June 7, 1991

#### BACKGROUND

The Board is being requested to approve the transfer of 60 properties to the federal Nehemiah Program being administered by NECDC. The request is based on a resolution of program endorsement and conceptual commitment of 130 properties which was executed by Multnomah County in mid 1989. The commitment of these properties has been significant in the securing of \$3.75 million federal funds to carry out housing development, rehabilitation and neighborhood strengthening activities in northeast Portland.

#### NEW ISSUES TO CONSIDER

There are two additional issues which have been raised for Board discussion in regards to this transfer request:

1. NECDC is requesting the transfer to occur as follows: nine properties in the summer of 1991 and ten properties a month beginning in January 1992. The requested schedule permits the development of an initial demonstration project in 1991 and full development in 1992. The initial issue associated with the phased approach is the cost of continued maintenance:

The County estimate of the cost of maintaining the 60 properties through the proposed schedule is \$28,740. This estimate assumes that the major costs have been incurred and the on-going maintenance cost is \$60 per month per property.

The requested schedule will also effect the remaining 70 properties of the commitment. Staff estimates the additional holding fees associated with the proposed schedule to be \$48,000. This does not include the one-time items such as boarding, demolition and holding for sheriff sale which is estimated at \$41,000 for these additional 70 properties.

There is currently no funding source for these costs.

2. NECDC is requesting that certain site preparation costs such as inspections, demolitions, hazardous materials abatement

occur prior to property transfer, as part of the property selection process of NECDC. This request is pertinent to specific with houses only suitable for demolition. It is estimated that 18 of the current 60 properties would fall in this category. This request has been forwarded to County Council for exploration of the liability implications. Tax Title is reviewing the implications of this request as it relates to continued additional maintenance expense and the costs of delayed sale of properties not selected by NECDC.

#### ACTION ALTERNATIVES

County Counsel has prepared a resolution and deed to effect the transfer. The resolution puts the following conditions on the action: 1) the properties must be owned and used by the NECDC as part of the federal Nehemiah Housing Opportunity Program; and 2) the NECDC is eligible to receive funds as part of the Nehemiah Program. In the event of default of either of these two conditions, the property reverts to County ownership. This reversion clause does not apply to any properties conveyed by NECDC as part of the Nehemiah Program.

The resolution and deed further condition the transfer to the maintenance of the transferred properties in accordance with City of Portland Code.

The action alternatives regarding the transfer request include but are not limited to the following:

- Alternative A    Approve the transfer of all 60 properties as documented by the County Counsel resolution and deed.
- Alternative B    Approve the transfer of all 60 properties as outlined and direct staff to administer the actual transfer in accordance with the requested schedule. Direct staff to prepare necessary budget modification material to fund the additional maintenance costs from a designated source.
- Alternative C    Approve the transfer of the 60 properties, and direct staff to prepare further information about the maintenance and predevelopment costs to be presented to the Board prior to the transfer being accomplished in August. This final action allows the Board to consider action on the two requests at that time.

#### STAFF RECOMMENDATION

Staff recommends that the Board action on alternative C. It permits current action in support of the Nehemiah Program in accordance with the resolution and deed.



R-1 Submission  
6/20/91  
TAX TITLE

REPORT ON REQUEST TO TRANSFER TAX FORECLOSED PROPERTY

DATE: February 24, 1991

REQUESTING AGENCY: NORTHEAST COMMUNITY DEVELOPMENT CORP.

PROPOSED USE: CONSTRUCTION, RECONSTRUCTION AND REHABILITATION TO PROVIDE SAFE  
SANITARY AND AFFORDABLE HOUSING FOR PERSONS AND FAMILIES OF LOW INCOME UNDER  
THE FEDERAL NEHEMIAH HOUSING OPPORTUNITY PROGRAM.

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
ALBINA HOMESTEAD LOT 4, BLOCK A 4316 NE GARFIELD	\$ 4,837.33	\$ 30.50	\$ 10,100.00 <i>ok</i>
<i>former</i> ALBINA HOMESTEAD N 1/2 OF LOT 11, BLOCK 3 3930 NE GARFIELD	\$ 3,401.06	\$ 80.00	\$ <del>3,500.00</del> 500 <sup>00</sup>
ALBINA HOMESTEAD W 1/2 OF LOT 1, BLOCK 12 126 NE MASON ST	\$ 3,714.57	\$ 987.32	\$ 4,700.00 <i>ok</i>
ALBINA HOMESTEAD LOT 11, BLOCK 12 SOUTH OF 4038 NE RODNEY	\$ 1,048.60	\$ 308.00	\$ 1,000.00 <i>ok</i>
ALBINA HOMESTEAD W 29' OF E 70' OF LOT 1, BLOCK 14 W 29' OF E 70' OF N 10' OF LOT 2, BLOCK 14 WEST OF 136 NE FAILING	\$ 189.22	\$ 478.00	\$ 500.00 <i>ok</i>
ALBINA HOMESTEAD N 19.6' OF LOT 15, BLOCK 27 S 10.6' OF LOT 16, BLOCK 27 4070 N VANCOUVER AVE	\$ 3,676.76	\$ 887.60	\$ 8,700.00 <i>ok</i>
ARLETA PARK LOT 1, EXC PT IN ST, LOT 6 NE 9TH AVE, S OF 870 NE ROSELAWN	\$ 122.30	\$ 240.00	\$ 800.00 <i>ok</i>
ARLETA PARK LOTS 35 & 38 WEST OF 724 NE SUMNER	\$ 1,065.58	\$ 977.80	\$ 6,000.00 <i>ok</i>
ARLETA PARK LOTS 46 & 51 727 NE WEBSTER ST	\$ 4,417.69	\$ 0.00	\$ 15,300.00 <i>ok</i>
CENTRAL ALBINA LOT 2, BLOCK 5 FORMER 4415 N KERBY	\$ 2,604.66	\$ 2,455.16	\$ <del>5,500.00</del> 5000 <sup>00</sup> <i>dema.</i>

52,600<sup>00</sup>

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
CENTRAL ALBINA LOT 1, BLOCK 7 FORMER 4235 N BORTHWICK AVE	\$ 4,308.76	\$ 5,041.32	\$ <del>16,400.00</del> 5000 <sup>00</sup> demo
CENTRAL ALBINA LOT 11, BLOCK 11 SOUTH OF 4134 N HAIGHT	\$ 821.85	\$ 270.75	\$ <del>6,100.00</del> 2000 <sup>00</sup>
CENTRAL ALBINA W 55' OF LOTS 15 & 16, BLOCK 19 FORMER 3966-3970 N ALBINA	\$ 5,726.64	\$38,402.59	\$ 2,500.00 ok
CENTRAL ALBINA LOT 11, BLOCK 30 FORMER 3726 NE ALBINA AV	\$ 1,310.23	\$ 619.43	\$ <del>3,700.00</del> 2000 <sup>00</sup>
CENTRAL ALBINA W 1/2 OF LOT 18, BLOCK 31 NORTH OF 3634 N ALBINA AVE	\$ 534.84	\$ 0.00	\$ <del>2,600.00</del> 1600 <sup>00</sup>
CENTRAL ALBINA LOT 1, BLOCK 36 3633 N VANCOUVER AVE	\$ 3,981.63	\$ 1,380.81	\$ <del>19,900.00</del> 12000 <sup>00</sup>
CENTRAL ALBINA ADD LOT 5, BLOCK 16 SOUTH OF 4512 N COMMERCIAL	\$ 814.72	\$ 862.00	\$ <del>4,900.00</del> 1000 <sup>00</sup>
CENTRAL ALBINA ADD LOT 6, BLOCK 18 NORTH OF 4506 N GANTENBEIN	\$ 853.16	\$ 280.00	\$ <del>5,300.00</del> 2000 <sup>00</sup>
CLIFFORD ADD LOT 5, BLOCK 1; N 1/2 LOT 6, BLOCK 1 4529-4535 N MISSISSIPPI	\$ 7,894.42	\$ 1,656.03	\$ 10,000.00 ok
CLOVERDALE EXTENSION & PLAT 2 LOT 11, BLOCK 13 835 NE JESSUP ST	\$ 4,493.95	\$ 2,093.97	\$ 5,800.00 ok
CLOVERDALE EXTENSION & PLAT 2 LOT 12, BLOCK 13 5719-5721 NE 9TH AVE	\$ 6,603.31	\$ 319.23	\$ 5,000.00 ok
CLOVERDALE EXTENSION & PLAT 2 LOTS 13 & 14, BLOCK 13 5711 NE 9TH AVE	\$ 8,653.22	\$ 1,728.30	\$ 9,000.00 ok
CLOVERDALE TRACT LOT 16, BLOCK 2 E OF 625 NE CHURCH	\$ 916.11	\$ 592.00	\$ 1,500.00 ok
DAVIS HIGHLAND LOTS 11 & 12, BLOCK 3 FORMER 4803 NE GRAND	\$ 2,194.21	\$ 556.09	\$ 6,000.00 ok

66,400<sup>00</sup>

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
HIGHLAND SCHOOLHOUSE LOT 14, BLOCK 3 FORMER 4841 NE 12TH	\$ 1,101.06	\$ 148.00	\$ <del>4,500.00</del> 1,300 <sup>00</sup>
LINCOLN PARK LOT 13, BLOCK 19 FORMER 3607 NE 8TH	\$ 874.38	\$ 319.39	\$ <del>5,300.00</del> 1,000 <sup>00</sup>
LINCOLN PARK LOT 15, BLOCK 21 3623 NE 6TH AVE	\$ 2,809.81	\$ 1,324.30	\$ <del>6,000.00</del> 10,800 <sup>00</sup>
<i>former</i> LINCOLN PARK ANNEX LOT 3, BLOCK 4 4406 NE 7TH AVE	\$ 3,823.24	\$ 1,062.00	\$ <del>5,700.00</del> 1000 <sup>00</sup>
LINCOLN PARK ANNEX LOT 4, BLOCK 5 SOUTH OF 4404 NE 8TH AVE	\$ 743.41	\$ 969.00	\$ <del>4,900.00</del> 1000 <sup>00</sup>
LINCOLN PARK ANNEX W 1/2 OF LOT 9, BLOCK 10 821 NE MASON ST	\$ 7,462.46	\$ 902.19	\$ 10,000.00 <i>ok</i>
LINCOLN PARK ANNEX LOT 4, BLOCK 18 FORMER 4046 NE 7TH AVE	\$ 3,493.36	\$ 618.52	\$ <del>5,800.00</del> 1000 <sup>00</sup>
LINCOLN PARK ANNEX LOT 5, BLOCK 19 FORMER 4036 NE 8TH AVE	\$ 2,159.78	\$ 840.65	\$ 1,000.00 <i>ok</i>
LINCOLN PARK ANNEX E 59' OF LOT 16, BLOCK 23 FORMER 3973 NE 10TH AVE	\$ 1,682.57	\$ 616.84	\$ <del>3,800.00</del> 1100 <sup>00</sup>
M PATTONS & SUB SUB TRACT K, LOT 5, BLOCK 1 844 N EMERSON	\$ 4,149.77	\$ 1,232.07	\$ <del>39,800.00</del> 15,200 <sup>00</sup>
M PATTONS & SUB SUB E 1/2 OF TRACT L, LOT 12 FORMER 627 NE WEBSTER	\$ 3,498.90	\$ 270.00	\$ <del>6,000.00</del> 2000 <sup>00</sup>
M PATTONS & SUB N 53' OF LOT 1, E 1/2 OF BLOCK L; N 53' OF W 17' OF LOT 2, E 1/2 OF BLOCK L 5134-5138 N ALBINA AVE	\$ 8,243.32	\$ 35.52	\$ <del>8,200.00</del> 5700 <sup>00</sup>
MAEGLY HIGHLAND LOT 5, BLOCK 1 4905 NE CLEVELAND	\$ 3,997.49	\$ 1,331.00	\$ <del>6,500.00</del> 5600 <sup>00</sup>

56,700<sup>00</sup>

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>
MAEGLY HIGHLAND LOT 7, BLOCK 12 4504 NE CLEVELAND AVE	\$ 3,584.75	\$ 4,517.33	\$ 9,600.00 <i>ok</i>
MULTNOMAH LOTS 14 & 16, BLOCK 14 SOUTH OF 4026 N MICHIGAN	\$ 2,363.18	\$ 312.80	<del>\$ 10,300.00</del> 4,000
MULTNOMAH S 2' OF LOT 4, BLOCK 23 N 31' OF LOT 6, BLOCK 23 SOUTH OF 3964 N MICHIGAN	\$ 733.80	\$ 0.00	<del>\$ 3,800.00</del> 1100
MULTNOMAH S 19' OF LOT 6, BLOCK 23 N 14' OF LOT 8, BLOCK 23 FORMER 3950 N MICHIGAN	\$ 3,023.82	\$ 0.00	<del>\$ 3,300.00</del> 1100
MULTNOMAH S 1/2 OF LOT 8, BLOCK 36 3610 N MISSISSIPPI	\$ 4,098.64	\$ 178.50	\$ 8,500.00 <i>ok</i>
NORTH ALBINA LOT 4, BLOCK 25 5916 N MISSOURI AVE	\$ 5,586.39	\$ 4,449.14	<del>\$ 23,700.00</del> 14 900 <sup>00</sup>
NORTH IRVINGTON LOT 10, BLOCK 1 3913 NE GRAND AVE	\$ 3,591.82	\$ 735.04	\$ 11,500.00 <i>ok</i>
NORTH IRVINGTON LOT 14, BLOCK 4 FORMER 3953 NE 8TH AVE	\$ 2,946.78	\$ 360.00	<del>\$ 6,000.00</del> 1000 <sup>00</sup>
NORTH IRVINGTON LOT 14, BLOCK 6 FORMER 3953 NE 10TH AVE	\$ 2,640.66	\$ 0.00	<del>\$ 5,000.00</del> 1500 <sup>00</sup>
NORTH IRVINGTON LOT 12, BLOCK 25 4316 NE 11TH AVE	\$ 3,420.59	\$ 3,417.93	<del>\$ 5,500.00</del> 8400 <sup>00</sup>
PIEDMONT LOTS 6 & 7, BLOCK 4 5621 NE RODNEY AVE	\$ 8,951.28	\$ 0.00	\$ 49,900.00 <i>ok</i>
PIEDMONT LOT 17, BLOCK 19 5765 NE GARFIELD ST	\$ 8,711.50	\$ 0.00	<del>\$ 46,400.00</del> 36,700
ROSEDALE & ANNEX LOT 13, BLOCK 9 5045 NE 13TH AVE	\$ 4,234.31	\$ 1,171.47	\$ 9,200.00 <i>ok</i>

157,400<sup>00</sup>

<u>LEGAL DESCRIPTION AND LOCATION</u>	<u>TAXES</u>	<u>COSTS</u>	<u>ASSESSED VALUE</u>	
ROSEDALE & ANNEX LOT 2, BLOCK 11 5044 NE 14TH AVE	\$ 3,827.56	\$ 240.00	\$ 8,700.00	ok
ROSELAWN LOT 6, BLOCK 4 FORMER 845 NE ROSELAWN ST	\$ 3,920.71	\$ 279.82	\$ <del>2,000.00</del>	300 <sup>00</sup>
ROSELAWN LOT 5, BLOCK 7 W OF 440 NE ROSELAWN	\$ 389.58	\$ 210.00	\$ <del>1,400.00</del>	3000 <sup>00</sup>
ROSELAWN LOT 9, BLOCK 7 WEST OF 524 NE ROSELAWN ST	\$ 630.47	\$ 0.00	\$ 3,000.00	ok
ROSELAWN LOT 10, BLOCK 7 524 NE ROSELAWN	\$ 4,930.95	\$ 331.94	\$ <del>2,000.00</del>	7200 <sup>00</sup>
ROSELAWN LOT 11, BLOCK 7 FORMER 534 NE ROSELAWN ST	\$ 3,171.46	\$ 1,114.67	\$ 3,000.00	4400 <sup>00</sup>
ROSELAWN LOT 19, BLOCK 7; W 15' OF LOT 20, BLOCK 7 WEST OF 726 NE ROSELAWN	\$ 639.75	\$ 0.00	\$ <del>2,200.00</del>	1000 <sup>00</sup>
VERNON LOT 15, BLOCK 2 S 24' OF LOT 16, BLOCK 2 FORMER 5321 NE 15TH AVE	\$ 1,347.24	\$ 140.00	\$ 5,100.00	ok
WALNUT PARK LOT 7, BLOCK 23 FORMER 5022 NE RODNEY ST	\$ 5,482.77	\$ 807.97	\$ <del>6,000.00</del>	3000 <sup>00</sup>
WILLIAMS AVENUE ADD 2 W 1/2 OF LOT 17, BLOCK 1 FORMER 134 N ALBERTA ST	\$ 3,313.38	\$ 75.00	\$ <del>4,800.00</del>	4900 <sup>00</sup>
TOTALS	\$199,765.76	\$ 88,257.99	\$493,200.00	373,700.00

40600<sup>00</sup>

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving a Request to  
Transfer 60 Tracts of Land to Northeast  
Community Development Corporation for  
the Nehemiah Housing Opportunity Program

RESOLUTION

WHEREAS, pursuant to Ordinance 672, Northeast Community Development Corporation ("NECDC") has filed a request for transfer without consideration to NECDC of 60 tracts of land acquired by the County through tax-foreclosure proceedings;

WHEREAS, in accordance with the Ordinance, the Tax Title Unit reported the request to the Board at a public meeting; and

WHEREAS, based on the report, the Board scheduled a public hearing on the proposed transfer; and

WHEREAS, a public hearing on the proposed transfer was held on June 13, 1991, the director having published notice of the hearing as required by Ordinance 672; and

WHEREAS, NECDC applied for and received a Nehemiah Housing Opportunity Program grant to develop housing for first-time home owners of Multnomah County; and

WHEREAS, during the application period, the County reviewed and endorsed the proposed program, finding a donation of County-owned property acquired through tax foreclosures would serve a public purpose by providing decent, safe, and sanitary housing under the Federal Nehemiah Housing Opportunity Program, and

WHEREAS, H.B. 3064, now before the Oregon Legislative Assembly, confirms the County's authority to relinquish title to property acquired by property tax foreclosure to non-profit corporations for low income home ownership programs,

NOW THEREFORE BE IT RESOLVED:

1. Provided HB 3064 becomes law, the County approves transfers of the tracts of land identified on Exhibit A attached hereto, to NECDC for the purpose of providing decent, safe, and

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1 sanitary housing under the Federal Nehemiah Housing Opportunity  
2 Program (NHOP) contained in Title VI of the Housing and Community  
Development Act of 1987 and 24 CFR Part 280.

3 2. Tax Title is authorized to execute deeds of conveyances of  
4 properties described on Exhibit A without consideration on the  
following schedule:

5 (a) As of <sup>July</sup> June 21, 1991, the following properties as  
6 listed on Exhibit A:

7 #1, #2, #4, #6, #11, #48, #49;

8 (b) As of January 1, 1992, a minimum of 10 properties  
listed on Exhibit A (to be selected by NECDC);

9 (c) On or after February 1, 1992, a minimum of 10  
10 properties listed on Exhibit A per month (to be selected by  
NECDC) until the list on Exhibit A is exhausted.

11 3. Transfers of property to NECDC pursuant to this resolution  
12 shall be subject to the following conditions:

13 (a) Title to any tract not previously conveyed to  
14 eligible participants in the Nehemiah Housing Opportunity  
Program (NHOP) shall revert to the County if:

15 (i) The tract is conveyed to persons or entities  
not qualified for housing assistance under NHOP;

16 (ii) Renovation, rehabilitation or construction of  
17 housing eligible for federal assistance under NHOP is not  
18 completed within 36 months after the date of the  
conveyance; or

19 (iii) NECDC become ineligible to receive federal  
funds for operations under NHOP.

20 (b) During the time NECDC retains any tract described in  
21 Exhibit A, no such tract will be maintained in violation of  
22 Section 18.03.050 to 18.03.095, Code of City of Portland. If  
23 any tract is maintained in violation of such Code provisions  
24 or if any assessment to recover the cost of correcting any  
nuisance defined by the Portland Code is placed against such  
25 tract while owned by NECDC, the County may reenter and reclaim  
26 the property and terminate all rights of NECDC therein. The  
County shall not exercise this authority until NECDC has been

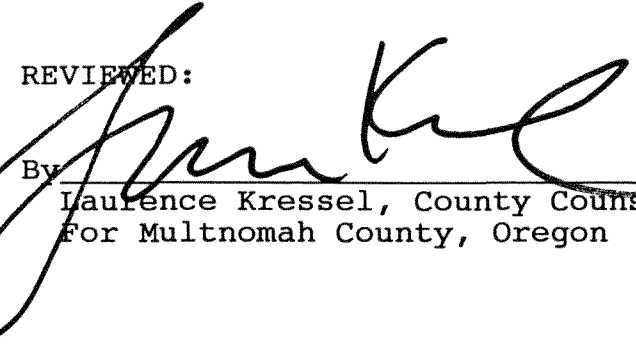
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1 given 30 days to eliminate the violation(s) and pay the  
2 assessment(s), if any.

3 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

4  
5 By \_\_\_\_\_  
6 Gladys McCoy, County Chair  
7 Multnomah County, Oregon

8 REVIEWED:

9 By  \_\_\_\_\_  
10 Laurence Kressel, County Counsel  
11 For Multnomah County, Oregon

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06/20/91:2



## EXHIBIT "A"

## LEGAL DESCRIPTIONS

ASSESSMENT  
ROLL  
JANUARY 1990

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
01	ALBINA HOMESTEAD	LOT 5, BLOCK A	4316 NE GARFIELD	\$4,837.33	\$30.50	\$10,100.00
02	ALBINA HOMESTEAD	N 1/2 OF LOT 11, BLOCK 3	3930 NE GARFIELD	\$3,401.06	\$155.37	\$500.00
03	ALBINA HOMESTEAD	W 1/2 OF LOT 1, BLOCK 12	126 NE MASON ST	\$3,714.57	\$857.32	\$4,700.00
04	ALBINA HOMESTEAD	LOT 11, BLOCK 12	S OF 4038 NE RODNEY AVE	\$1,048.60	\$308.00	\$1,000.00
05	ALBINA HOMESTEAD	W 29' OF E 70' OF LOT 1, BLOCK 14;	W OF 136 NE FAILING ST	\$189.22	\$478.00	\$500.00
06	ALBINA HOMESTEAD	N 19.6' OF LOT 15, BLOCK 27;	4070 N VANCOUVER AVE	\$3,676.76	\$1,139.48	\$8,700.00
07	ARLETA PARK	LOT 1; EXC PT IN ST, LOT 6	NE 9TH AVE, S OF 870 NE ROSELAWN ST	\$122.32	\$1,052.65	\$800.00
08	ARLETA PARK	LOTS 35 & 38	W OF 724 NE SUMNER ST	\$1,065.58	\$530.80	\$6,000.00
09	ARLETA PARK	LOTS 46 & 51	727 NE WEBSTER ST	\$4,417.69	\$689.44	\$15,300.00
10	CENTRAL ALBINA	LOT 2, BLOCK 5	FORMER 4415 N KERBY AVE	\$2,604.66	\$6,364.15	\$6,800.00
11	CENTRAL ALBINA	LOT 1, BLOCK 7	FORMER 4235 N BORTHWICK AVE	\$4,308.76	\$5,011.75	\$6,900.00
12	CENTRAL ALBINA	LOT 11, BLOCK 11	S OF 4134 N HAIGHT AVE	\$616.40	\$578.79	\$2,000.00
13	CENTRAL ALBINA	W 55' OF LOTS 15 & 16, BLOCK 19	FORMER 3966-3970 N ALBINA AVE	\$5,726.64	\$38,546.09	\$2,500.00
14	CENTRAL ALBINA	LOT 11, BLOCK 30	FORMER 3726 N ALBINA AVE	\$1,215.34	\$619.43	\$2,000.00
15	CENTRAL ALBINA	W 1/2 OF LOT 18, BLOCK 31	N OF 3634 N ALBINA AVE	\$534.84	\$0.00	\$1,600.00
16	CENTRAL ALBINA	LOT 1, BLOCK 36	3633 N VANCOUVER AVE	\$3,207.85	\$1,548.60	\$12,000.00
17	CENTRAL ALBINA ADD	LOT 5, BLOCK 16	S OF 4512 N COMMERCIAL AVE	\$814.72	\$862.00	\$2,000.00
18	CENTRAL ALBINA ADD	LOT 6, BLOCK 18	N OF 4506 N GANTENBEIN AVE	\$853.16	\$280.00	\$2,000.00
19	MULTNOMAH	N 25' OF LOT 14, BLOCK 15	FORMER 4018 N MISSOURI AVE	\$0.00	\$0.00	\$1,300.00

## LEGAL DESCRIPTIONS

## EXHIBIT "A"

ASSESSMENT  
ROLL  
JANUARY 1990

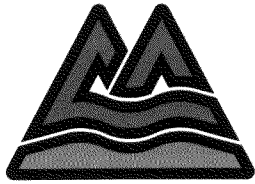
LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
20	CLOVERDALE EXTENSION & PLAT 2	LOT 11, BLOCK 13	835 NE JESSUP ST	\$3,826.62	\$322.00	\$5,800.00
21	CLOVERDALE EXTENSION & PLAT 2	LOT 12, BLOCK 13	5719-5721 NE 9TH AVE	\$5,711.97	\$234.00	\$5,000.00
22	CLOVERDALE EXTENSION & PLAT 2	LOTS 13 & 14, BLOCK 13	5711 NE 9TH AVE	\$8,653.22	\$1,702.67	\$9,000.00
23	CLOVERDALE TRACT	LOT 16, BLOCK 2	NW CORNER NE 7TH & CHURCH	\$613.32	\$0.00	\$1,500.00
24	DAVIS HIGHLAND	LOTS 11 & 12, BLOCK 3	FORMER 4803 NE GRAND AVE	\$2,194.21	\$556.09	\$6,000.00
25	HIGHLAND SCHOOLHOUSE	LOT 14, BLOCK 3	FORMER 4841 NE 12TH AVE	\$782.07	\$268.00	\$1,300.00
26	LINCOLN PARK	LOT 13, BLOCK 19	FORMER 3607 NE 8TH AVE	\$694.72	\$319.39	\$1,000.00
27	LINCOLN PARK	LOT 15, BLOCK 21	3623 NE 6TH AVE	\$2,227.65	\$1,551.37	\$10,800.00
28	LINCOLN PARK ANNEX	LOT 3, BLOCK 4	4406 NE 7TH AVE	\$3,823.24	\$1,151.37	\$1,000.00
29	LINCOLN PARK ANNEX	LOT 4, BLOCK 5	S OF 4404 NE 8TH AVE	\$743.41	\$1,203.00	\$1,000.00
30	CENTRAL ALBINA	LOT 7, BLOCK 32; NE 15' OF LOT 8, BLOCK 32	3521 N KERBY	\$4,214.71	\$0.00	\$14,400.00
31	LINCOLN PARK ANNEX	LOT 4, BLOCK 18	FORMER 4046 NE 7TH AVE	\$3,493.36	\$615.76	\$1,000.00
32	LINCOLN PARK ANNEX	LOT 5, BLOCK 19	FORMER 4036 NE 8TH AVE	\$2,159.78	\$555.76	\$1,000.00
33	LINCOLN PARK ANNEX	E 59' OF LOT 16, BLOCK 23	FORMER 3973 NE 10TH AVE	\$1,682.17	\$616.84	\$1,100.00
34	M PATTONS & SUB	SUB TRACT K, LOT 5, BLOCK 1	844 N EMERSON ST	\$4,149.77	\$1,476.46	\$15,200.00
35	M PATTONS & SUB	N 53' OF LOT 1, E 1/2 OF BLOCK L	5134-5138 N ALBINA AVE	\$8,242.32	\$0.00	\$5,700.00
36	M PATTONS & SUB	LOT 12, SUB E 1/2 TRACT L	FORMER 627 NE WEBSTER ST	\$4,255.90	\$270.00	\$2,000.00
37	MAEGLY HIGHLAND	LOT 5, BLOCK 1	4905 NE CLEVELAND AVE	\$3,498.90	\$1,301.00	\$5,600.00

## LEGAL DESCRIPTIONS

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
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39	MULTNOMAH	LOTS 14 & 16, BLOCK 14	S OF 4026 N MICHIGAN AVE	\$2,363.28	\$312.80	\$4,000.00
40	MULTNOMAH	S 2' OF LOT 4, BLOCK 23;	S OF 3964 N MICHIGAN AVE	\$770.50	\$0.00	\$1,100.00
41	MULTNOMAH	S 19' OF LOT 6, BLOCK 23;	FORMER 3950 N MICHIGAN AVE	\$3,023.82	\$432.25	\$1,100.00
42	MULTNOMAH	S 1/2 OF LOT 8, BLOCK 36	3610 N MISSISSIPPI	\$4,098.64	\$188.50	\$8,500.00
43	NORTH ALBINA	LOT 4, BLOCK 25	5916 N MISSOURI	\$5,586.39	\$4,286.00	\$23,700.00
44	NORTH IRVINGTON	LOT 10, BLOCK 1	3913 NE GRAND AVE	\$1,855.76	\$727.04	\$11,500.00
45	NORTH IRVINGTON	OT 14, BLOCK 4	FORMER 3953 NE 8TH AVE	\$2,946.78	\$360.00	\$6,000.00
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49	PIEDMONT	LOT 7, BLOCK 9	5765 NE GARFIELD	\$8,711.50	\$0.00	\$36,700.00
50	ROSEDALE & ANNEX	LOT 13, BLOCK 9	5045 NE 13TH AVE	\$4,234.31	\$1,271.86	\$9,200.00
51	ROSEDALE & ANNEX	LOT 2, BLOCK 11	5044 NE 14TH AVE	\$3,826.96	\$438.00	\$8,700.00
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56	ROSELAWN	LOT 11, BLOCK 7	FORMER 524 NE ROSELAWN	\$3,171.46	\$984.67	\$4,400.00
57	ROSELAWN	LOT 19, BLOCK 7; W 15' OF LOT 20, BLOCK 7	W OF 726 NE ROSELAWN ST	\$555.68	\$225.90	\$1,000.00
58	VERNON	LOT 15, BLOCK 2; S 24' OF	FORMER 5321 NE 15TH AVE	\$1,347.24	\$140.00	\$5,100.00

## LEGAL DESCRIPTIONS

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
		LOT 16, BLOCK 2				
59	WALNUT PARK	LOT 7, BLOCK 23	FORMER 5022 NE RODNEY AVE	\$5,482.77	\$798.46	\$3,000.00
60	WILLIAMS AVENUE ADD #2	W 1/2 OF LOT 17, BLOCK 1	FORMER 134 N ALBERTA ST	\$3,313.18	\$0.00	\$4,900.00
====	=====	=====	=====	=====	=====	=====
Total:				\$182,314.83	\$90,031.67	\$384,000.00



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
PAULINE ANDERSON  
RICK BAUMAN  
GARY HANSEN  
SHARRON KELLEY

## MEMORANDUM

TO: Clerk of the Board (101/606)  
FROM: Laurence Kressel (106/1530) *LK*  
County Counsel  
DATE: June 20, 1991  
SUBJECT: NECDC Resolution

COUNTY COUNSEL  
LAURENCE KRESSEL

CHIEF ASSISTANT  
JOHN L. DU BAY

ASSISTANTS  
SANDRA N. DUFFY  
J. MICHAEL DOYLE  
GERALD H. ITKIN  
H.H. LAZENBY, JR.  
MATTHEW O. RYAN  
JACQUELINE A. WEBER  
MARK B. WILLIAMS

Here is the version of the NECDC Resolution as adopted by the Board. It is ready for the Chair's signature. Please send me a copy of the signed document.

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RECEIVED  
COUNTY COMMISSIONERS  
1991 JUN 24 AM 10:31  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approving a Request to  
Transfer 60 Tracts of Land to Northeast  
Community Development Corporation for  
the Nehemiah Housing Opportunity Program

RESOLUTION

91-85

WHEREAS, pursuant to Ordinance 672, Northeast Community Development Corporation ("NECDC") has filed a request for transfer without consideration to NECDC of 60 tracts of land acquired by the County through tax-foreclosure proceedings;

WHEREAS, in accordance with the Ordinance, the Tax Title Unit reported the request to the Board at a public meeting; and

WHEREAS, based on the report, the Board scheduled a public hearing on the proposed transfer; and

WHEREAS, a public hearing on the proposed transfer was held on June 13, 1991, the director having published notice of the hearing as required by Ordinance 672; and

WHEREAS, NECDC applied for and received a Nehemiah Housing Opportunity Program grant to develop housing for first-time home owners of Multnomah County; and

WHEREAS, during the application period, the County reviewed and endorsed the proposed program, finding a donation of County-owned property acquired through tax foreclosures would serve a public purpose by providing decent, safe, and sanitary housing under the Federal Nehemiah Housing Opportunity Program, and

NOW THEREFORE BE IT RESOLVED:

1. The County approves transfers of the tracts of land identified on Exhibit A attached hereto, to NECDC for the purpose of providing decent, safe, and sanitary housing under the Federal Nehemiah Housing Opportunity Program (NHOP) contained in Title VI of the Housing and Community Development Act of 1987 and 24 CFR Part 280.

2. Tax Title is authorized to execute deeds of conveyances of properties described on Exhibit A without consideration on the following schedule:

(a) As of July 22, 1991, the following properties as listed on Exhibit A: #1, #2, #4, #6, #11, #48, #49;

06/20/91:3

(b) As of January 1, 1992, a minimum of 10 properties listed on Exhibit A (to be selected by NECDC);

(c) On or after February 1, 1992, a minimum of 10 properties listed on Exhibit A per month (to be selected by NECDC) until the list on Exhibit A is exhausted.

3. Transfers of property to NECDC pursuant to this resolution shall be subject to the following conditions:

(a) Title to any tract not previously conveyed to eligible participants in the Nehemiah Housing Opportunity Program (NHOP) shall revert to the County if:

(i) The tract is conveyed to persons or entities not qualified for housing assistance under NHOP;

(ii) Renovation, rehabilitation or construction of housing eligible for federal assistance under NHOP is not completed within 36 months after the date of the conveyance; or

(iii) NECDC become ineligible to receive federal funds for operations under NHOP.

(b) During the time NECDC retains any tract described in Exhibit A, no such tract will be maintained in violation of Section 18.03.050 to 18.03.095, Code of City of Portland. If any tract is maintained in violation of such Code provisions or if any assessment to recover the cost of correcting any nuisance defined by the Portland Code is placed against such tract while owned by NECDC, the County may reenter and reclaim the property and terminate all rights of NECDC therein. The County shall not exercise this authority until NECDC has been given 30 days to eliminate the violation(s) and pay the assessment(s), if any.

ADOPTED this 20th day of June, 1991.

By Gladys McCoy  
Gladys McCoy, County Chair  
Multnomah County, Oregon

REVIEWED: Laurence Kressel  
By Laurence Kressel  
Laurence Kressel, County Counsel  
For Multnomah County, Oregon

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06/20/91:3

## EXHIBIT "A"

## LEGAL DESCRIPTIONS

ASSESSMENT  
ROLL  
JANUARY 1990

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
01	ALBINA HOMESTEAD	LOT 5, BLOCK A	4316 NE GARFIELD	\$4,837.33	\$30.50	\$10,100.00
02	ALBINA HOMESTEAD	N 1/2 OF LOT 11, BLOCK 3	3930 NE GARFIELD	\$3,401.06	\$155.37	\$500.00
03	ALBINA HOMESTEAD	W 1/2 OF LOT 1, BLOCK 12	126 NE MASON ST	\$3,714.57	\$857.32	\$4,700.00
04	ALBINA HOMESTEAD	LOT 11, BLOCK 12	S OF 4038 NE RODNEY AVE	\$1,048.60	\$308.00	\$1,000.00
05	ALBINA HOMESTEAD	W 29' OF E 70' OF LOT 1, BLOCK 14;	W OF 136 NE FAILING ST	\$189.22	\$478.00	\$500.00
06	ALBINA HOMESTEAD	N 19.6' OF LOT 15, BLOCK 27;	4070 N VANCOUVER AVE	\$3,676.76	\$1,139.48	\$8,700.00
07	ARLETA PARK	LOT 1; EXC PT IN ST, LOT 6	NE 9TH AVE, S OF 870 NE ROSELAWN ST	\$122.32	\$1,052.65	\$800.00
08	ARLETA PARK	LOTS 35 & 38	W OF 724 NE SUMNER ST	\$1,065.58	\$530.80	\$6,000.00
09	ARLETA PARK	LOTS 46 & 51	727 NE WEBSTER ST	\$4,417.69	\$689.44	\$15,300.00
10	CENTRAL ALBINA	LOT 2, BLOCK 5	FORMER 4415 N KERBY AVE	\$2,604.66	\$6,364.15	\$6,800.00
11	CENTRAL ALBINA	LOT 1, BLOCK 7	FORMER 4235 N BORTHWICK AVE	\$4,308.76	\$5,011.75	\$6,900.00
12	CENTRAL ALBINA	LOT 11, BLOCK 11	S OF 4134 N HAIGHT AVE	\$616.40	\$578.79	\$2,000.00
13	CENTRAL ALBINA	W 55' OF LOTS 15 & 16, BLOCK 19	FORMER 3966-3970 N ALBINA AVE	\$5,726.64	\$38,546.09	\$2,500.00
14	CENTRAL ALBINA	LOT 11, BLOCK 30	FORMER 3726 N ALBINA AVE	\$1,215.34	\$619.43	\$2,000.00
15	CENTRAL ALBINA	W 1/2 OF LOT 18, BLOCK 31	N OF 3634 N ALBINA AVE	\$534.84	\$0.00	\$1,600.00
16	CENTRAL ALBINA	LOT 1, BLOCK 36	3633 N VANCOUVER AVE	\$3,207.85	\$1,548.60	\$12,000.00
17	CENTRAL ALBINA ADD	LOT 5, BLOCK 16	S OF 4512 N COMMERCIAL AVE	\$814.72	\$862.00	\$2,000.00
18	CENTRAL ALBINA ADD	LOT 6, BLOCK 18	N OF 4506 N GANTENBEIN AVE	\$853.16	\$280.00	\$2,000.00
19	MULTNOMAH	N 25' OF LOT 14, BLOCK 15	FORMER 4018 N MISSOURI AVE	\$0.00	\$0.00	\$1,300.00



## LEGAL DESCRIPTIONS

## EXHIBIT "A"

ASSESSMENT  
ROLL  
JANUARY 1990

LIST	ADDITION	LEGAL1	PROP	TAX	EXPENSE	MARKET
20	CLOVERDALE EXTENSION & PLAT 2	LOT 11, BLOCK 13	835 NE JESSUP ST	\$3,826.62	\$322.00	\$5,800.00
21	CLOVERDALE EXTENSION & PLAT 2	LOT 12, BLOCK 13	5719-5721 NE 9TH AVE	\$5,711.97	\$234.00	\$5,000.00
22	CLOVERDALE EXTENSION & PLAT 2	LOTS 13 & 14, BLOCK 13	5711 NE 9TH AVE	\$8,653.22	\$1,702.67	\$9,000.00
23	CLOVERDALE TRACT	LOT 16, BLOCK 2	NW CORNER NE 7TH & CHURCH	\$613.32	\$0.00	\$1,500.00
24	DAVIS HIGHLAND	LOTS 11 & 12, BLOCK 3	FORMER 4803 NE GRAND AVE	\$2,194.21	\$556.09	\$6,000.00
25	HIGHLAND SCHOOLHOUSE	LOT 14, BLOCK 3	FORMER 4841 NE 12TH AVE	\$782.07	\$268.00	\$1,300.00
26	LINCOLN PARK	LOT 13, BLOCK 19	FORMER 3607 NE 8TH AVE	\$694.72	\$319.39	\$1,000.00
27	LINCOLN PARK	LOT 15, BLOCK 21	3623 NE 6TH AVE	\$2,227.65	\$1,551.37	\$10,800.00
28	LINCOLN PARK ANNEX	LOT 3, BLOCK 4	4406 NE 7TH AVE	\$3,823.24	\$1,151.37	\$1,000.00
29	LINCOLN PARK ANNEX	LOT 4, BLOCK 5	S OF 4404 NE 8TH AVE	\$743.41	\$1,203.00	\$1,000.00
30	CENTRAL ALBINA	LOT 7, BLOCK 32; NE 15' OF LOT 8, BLOCK 32	3521 N KERBY	\$4,214.71	\$0.00	\$14,400.00
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32	LINCOLN PARK ANNEX	LOT 5, BLOCK 19	FORMER 4036 NE 8TH AVE	\$2,159.78	\$555.76	\$1,000.00
33	LINCOLN PARK ANNEX	E 59' OF LOT 16, BLOCK 23	FORMER 3973 NE 10TH AVE	\$1,682.17	\$616.84	\$1,100.00
34	M PATTONS & SUB	SUB TRACT K, LOT 5, BLOCK 1	844 N EMERSON ST	\$4,149.77	\$1,476.46	\$15,200.00
35	M PATTONS & SUB	N 53' OF LOT 1, E 1/2 OF BLOCK L	5134-5138 N ALBINA AVE	\$8,242.32	\$0.00	\$5,700.00
36	M PATTONS & SUB	LOT 12, SUB E 1/2 TRACT L	FORMER 627 NE WEBSTER ST	\$4,255.90	\$270.00	\$2,000.00
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40	MULTNOMAH	S 2' OF LOT 4, BLOCK 23;	S OF 3964 N MICHIGAN AVE	\$770.50	\$0.00	\$1,100.00
41	MULTNOMAH	S 19' OF LOT 6, BLOCK 23;	FORMER 3950 N MICHIGAN AVE	\$3,023.82	\$432.25	\$1,100.00
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48	PIEDMONT	LOTS 6 & 7, BLOCK 4	5621 NE RODNEY	\$8,951.28	\$0.00	\$49,900.00
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60	WILLIAMS AVENUE ADD #2	W 1/2 OF LOT 17, BLOCK 1	FORMER 134 N ALBERTA ST	\$3,313.18	\$0.00	\$4,900.00
====	=====	=====	=====	=====	=====	=====
Total:				\$182,314.83	\$90,031.67	\$384,000.00

Meeting Date: JUN 13 1991

Agenda No.: R-2

(Above space for Clerk's Office Use)

JUN 20 1991  
R-2

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Adopt Procedures & Criteria to Enact Ordinance 672

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ REGULAR MEETING 6/13/91  
(date) (date)

DEPARTMENT Environmental Services DIVISION Facilities/Community Development

CONTACT Bob Oberst/Cecile Pitts TELEPHONE X-3322/X-5000

PERSON(S) MAKING PRESENTATION Bob Oberst/Cecile Pitts

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

Request Adoption of Procedures and Criteria to Enact Ordinance 672:  
Housing Affordability Demonstration Project

*Continued to 6-20-91.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTIPLA COUNTY  
OREGON  
1991 JUN - 6 AM 11: 25

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Paul Yarborough

(All accompanying documents must have required signatures)

TO: Gladys McCoy, Chair  
Board of County Commissioners

FROM: Cecile Pitts, Community Development

RE: Housing Affordability Demonstration Program  
Comments Received on Draft Procedures and Criteria

DATE: June 12, 1991

The purpose of the Board agenda item on the draft 1991 Housing Affordability Program is to review the draft Procedure and give staff direction on next steps. As part of your deliberations, please know that the following suggestions have been received regarding the draft Procedure:

Page 1 Initiate the program with 30 properties, 5 vacant lots; retain the option to increase this commitment prior to final project selection.

Page 2 The Technical Review Committee: Add to the membership the following representative agencies: Citizen Involvement Committee, City of Gresham, Oregon Community Foundation.

The criteria: Applicants must be able to answer affirmatively to criteria "a" through "h", rather than all criteria. The final criterion "i" is a bonus point issue.

Page 3 Expand criterion "i" to include the award of bonus points for the development of special needs housing as well as serving very low income families.

Application: The application draft was recommended to include request for list of sponsor's Board of Directors, by-laws, brief history, and conflict of interest statement.

TO: Gladys McCoy, Chair  
Board of County Commissioners

FROM: Cecile Pitts, Community Development  
Bob Oberst, Facility Management

RE: Housing Affordability Demonstration Program

DATE: June 4, 1991

Time has been reserved for the June 11 informal Board meeting to discuss the implementation of County Ordinance 672 adopted by the Board last fall. A draft procedure and criteria are attached. The purpose of the Board review is to discuss the implications of the program, consider the various questions and give staff guidance as to the direction and focus of this program.

The purpose of the program is to foster development of affordable housing for lower income families. The procedure describes a demonstration phase which will provide information about how to carry out this goal. The proposal assumes that the program will result in the award of a limited number of properties, and some vacant lots. Following the first phase of the program, a report of recommendations and impacts will be submitted to the Board for review.

The following are some of the policy questions which are raised by Ordinance 672:

1. What properties should be included in the demonstration phase?
2. How will the properties be maintained during the development phase?
3. What are the desired criteria for successful projects?
4. What are the sanctions for non performance?
5. How will the decisions be made?
6. Who oversees the program during the demonstration phase?
7. Is an application fee appropriate?

Time has scheduled for the formal agenda to take action on the procedure and criteria.

DRAFT

1991 Housing Affordability

Demonstration Program

Property Transfer Procedure

I. Purpose: The purpose of the Housing Affordability Demonstration Program is to foster the development of affordable housing for lower income families using the inventory of County tax foreclosed property. For this program, lower income families shall have the meaning stated in section 3 (b) of the United States Housing Act of 1937 and the most recent adjustment schedule published by the US Department of Housing of Urban Development.

This procedure will be used to designate \_\_\_\_ properties as part of the 1991 demonstration project. No fewer than \_ \_ \_ of these properties shall be vacant lots.

II. Application Process

A. County Tax/Title will publish a list of available properties.

During the demonstration phase of this program the available properties shall be screened to exclude those not suitable for residential uses, and those currently occupied.

Notice of the available properties shall be sent to interested public agencies and non profit housing sponsors. Notice of the program will be published in the Oregonian.

B. Eligible Applicants: Public agencies and non profit housing sponsors.

C. Application Period.

Eligible applicants shall have 60 days to respond to published property list on a form provided by the County (see attached). Applicants can apply for up to five properties unless they have the demonstrated capacity to carry out more than five properties in the program year.

A non-refundable application fee of \$50 will be required to for each requested property.

The technical review committee may recommend restriction of an applicant's award of properties based on the demonstrated capacity of the sponsor. Only full and complete applications received during the 60-day application period will be considered.

D. Technical Review.

A technical review committee shall be formed to review applications and make recommendations to the Board of Commissioners. The review shall be a a non-binding staff recommendation about the merits of a project to the BOC according to adopted criteria. The technical review committee for the demonstration project shall include representatives from the Community Development Division, Tax/Title Program, City of Portland, and the Commissioners' office. The review committee shall examine each application and provide a narrative report to the BOC. The technical report shall also include location of property, taxes owed, and costs incurred by the County in managing the property. Applicants must be able to answer affirmatively to each criteria. Points will be awarded on the basis of the strength of the answers. Program criteria and relative weighting are as follows:

- a. Sponsor must demonstrate capacity to carry out the project. (15 points)



- b. Sponsor must demonstrate project plan that will result in timely completion and use. (10 points)
- c. Sponsor must demonstrate financial plan sufficient to carry out the project. (10 points)
- d. Sponsor must demonstrate capacity to provide ongoing operation, maintenance and hazard insurance during development phase. (5 points)
- e. Sponsor must demonstrate community support (5 points)
- f. Sponsor must demonstrate the project contributes to neighborhood stability. (5 points)
- g. Sponsor must demonstrate understanding of planning, zoning, and building requirements (5 points)
- h. Sponsor must demonstrate that the project will result in affordable housing for lower income families. (5 points)
- i. Sponsor may demonstrate that the project will result in affordable housing for very low income families. (5 bonus points)

### III. Hearing Process

Following technical review, a hearing will be scheduled before the Board of County Commissioners to consider the requests for transfer of property under this program. The BCC will receive the technical review committee report as part of their agenda package. Board hearing will include the technical report and public testimony. The hearing shall require a representative of the technical review committee to describe its findings and be available to answer questions.

#### IV. Transfer Process

A \$200 non-refundable transfer fee will be charged for each property awarded through the program.

The successful applicant will receive title to the tax foreclosed property after an Agreement with the County and lien instrument are executed. Basically the County is donating the value of land and structure to the agency and expecting benefit to accrue to lower income people in increased affordability. If we accept the premise that encouraging low income housing requires monitoring the progress and successes of the non-profit developers, security in the form of encumbering documents is the starting point.

When title is transferred to the successful applicant, the transfer will be conditioned to the development of affordable housing for lower income families. The resulting Agreement will specify a 12 month period by which financing will be obtained, and a total of 24 months for the renovations described in the application to be completed. After transfer, the property will revert to County ownership only if: the non-profit developer is unable to demonstrate adequate financing for the project has been obtained, the developer does not complete renovations during the 24-month construction term, or the terms of the Agreement with the County are breached. Annually, during this development or construction phase the applicant will be required to file financial status reports that provide both project specific fiscal information and corporate financial statements. The technical review committee will track the applicant financial reports and report to the Board if serious problems or inadequacies are presented. The technical review committee will make periodic site inspections of project construction progress and Agreement compliance. Project completion is initiated by the County upon

receipt of completion notice from local building codes jurisdiction. Completion of the project rehabilitation requires final inspection and Certificate of Completion to be issued by the County. Upon completion of the project, the County shall remove the short term development conditions from the title.

We anticipate three different housing models, with differing contractual and lien documents, to result from this demonstration program. Different procedures and enforcement documents must follow the different uses and types of housing promulgated by the applicants. The structure of enforcement during the development phase of the projects will remain the same whatever the type of housing proposed. The structure of longer term enforcement processes for the three housing models is as follows:

Model #1 Homeless Shelter or Special Needs Housing.

The non-profit developer wishes to own and renovate tax-foreclosed property for homeless shelter. County and developer sign an Agreement, secured by a promissory note and trust deed in the amount of the tax arrears and penalties. The Agreement and lien documents would stipulate the face amount of the note be reduced by 20% per year to be completely extinguished after five years of performance by the non-profit developer in providing homeless shelter. Any County interest or restriction in the property would disappear after five years. If the property is sold or changes use prior to completion of the five-year performance term, the balance of the note shall be payable to the County.

Model #2 Affordable Rental Housing.

The non-profit developer intends to develop affordable rental housing for lower income families. The property will be owned and operated by the applicant or a non profit property management agency which is approved by the County. Performance is secured by an Agreement secured by a note and trust deed as for the homeless shelter development. The restriction described in the encumbering documents will ensure low-income renters and

housing affordability. The term of the restrictions will be 10 years. This total encumbrance would be due and payable only if the developer breaches the terms of the Agreement.

Model #3 Home Ownership Models.

The non-profit developer of owner occupied housing seeking the subsidy of County tax foreclosed property will be required to sign an Agreement secured by a trust deed for the amount of the tax arrears. The Agreement would specify beneficiaries, project completion and marketing term to qualified lower income buyer, two years from transfer to sale. At sale the County's trust deed would transfer to the property buyer as a second mortgage. The mortgage would be performance based, enforcing a five year occupancy and no sale or rental requirement. If the property was sold previous to the sunset of the second mortgage, title search at escrow would show the encumbrance due and payable. In the case of contract sales without title assignment, our ensuring continued lower income ownership is problematical.

Final Notes.

Hopefully other housing products will be suggested by the non-profit developers. The proposed document stream for the three differing housing types is flexible enough to incorporate other innovative housing and ownership models. The Technical Review Committee may recommend additional Special Conditions to fit the applications received during the demonstration program.

The technical review committee will advise the Board regarding program delivery policy throughout the demonstration phase.

MULTNOMAH COUNTY PROPERTY TRANSFER APPLICATION

DRAFT

I. APPLICANT INFORMATION

Name:

Address:

Applicant Status ( ) Non-Profit Organization  
( ) Government Sponsored Agency

Does your organization have a 501(c)3 status? Yes ( )  
(Enclose a copy of IRS letter 1045.) No ( )

Contact Person:

Federal TIN:

**Certification:** I certify that to the best of my knowledge, all information in this application is accurate, and that this proposal has been adopted and approved by the organization I represent. If funding is received, this applicant will comply with all applicable program requirements.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_

II. PROJECT DESCRIPTION

A. Project Name:

B. Property Location:

C. Proposed Use:

D. Number and type of dwelling units:

1. Non-residential uses:

E. Please provide concise description of project. (Please include proposed use, project beneficiaries and project cost).

III. RESPONSE TO PROJECT AND APPLICANT CRITERIA

- A. Sponsor must demonstrate capacity to carry out project. (Maximum one page.)
  - 1. Describe experience of staff, board and volunteers.
  - 2. Describe previous project experience.
  - 3. Describe partnership if more than one organization will be involved.
- B. Demonstrate project plan that will result in timely completion and use. (Maximum three pages.)
  - 1. Describe project timeline.
  - 2. Provide construction cost estimate.
  - 3. Provide analysis of needed volunteer and professional services.
- C. Demonstrate financial plan. (One page with attached documentation to support all contributions: cash and in-kind.)
  - 1. Identify funding commitments and sources.
  - 2. Describe application of funds, predevelopment through take-out financing.
- D. Demonstrate capacity to provide on-going maintenance and operation of project. (Maximum one page.)
  - 1. Describe the maintenance plan during the development period. Be sure to include property hazard insurance costs.
  - 2. Describe continuing project oversight, funding and required reporting.

E. Demonstrate community support. (Maximum one page.)

1. Projects demonstrating support from local neighborhood and community organizations will receive priority. Please provide documentation. (Projects that promote use of community organization or neighborhood residents in construction, maintenance and management of facility will be given preference.

F. Community Stability. (Maximum one page.)

Projects receiving the highest score will demonstrate a commitment to serving and stabilizing the existing community. Affirmative marketing is critical. Housing project owners or tenants should be drawn from surrounding neighborhoods, as much as is practicable.

G. Demonstrate understanding of planning, zoning, and building requirements. (Maximum one page.)

H. Income Qualification. (Maximum one page.)

1. Define the low-to-moderate income beneficiaries of your project. (The principal purpose of the Housing Transfer Ordinance is to increase the available housing for very low income households - 50% or below median income - and low and moderate income households - 80% or below median in that priority order.)





R-2 Submission  
6/20/91

TO: Board of Commissioners

FROM: Cecile Pitts, Community Development Division

DATE: June 19, 1991

RE: Housing Affordability Demonstration Project

The purpose of Ordinance #672 is to foster the development of affordable housing in Multnomah County. To this end the Affordable Housing Demonstration Project is designed to accomplish two goals: establish a process to select projects, and to describe project controls. Project controls are needed to monitor actual development of affordable housing by non-profit agencies using the tax foreclosed resource. The following timeline describes the anticipated steps in the project selection process and sale of the balance of the property inventory.

Date	Step	Comments
Dec '90	Adoption of Ord #672.	Sale of tax foreclosed property discontinued until County adopts procedure and criteria to make properties available to non-profit agencies.
June '91	Board action on Demo Proj: procedure, criteria.	
June	Tax foreclose properties transferred to TT for disposition.	Added to current inventory held pending adoption of procedure and criteria to implement #672.
July	Notify former owners of opportunity to repurchase.	60 day response period.
July/ Aug	Prepare list, application materials, convene review committee.	
August	Notice to community: work shop, timing, goals.	
Sept	Workshop: describe process, distribute list and application materials.	
Nov	Close application period.	Properties <u>not</u> requested are available to sell.
Dec	Technical review, prepare Board recommendation.	
Dec/Jan	Board hearing.	Properties <u>not</u> selected are available to sell.

Please note this is the schedule for the demonstration project. Normally, Tax Title receives the list of tax foreclosed properties in the fall of the program year. Owners have 60 days to repurchase the property. Thus the non-profit distribution process would begin by January, with the Sheriff sale process beginning by March and May.

Meeting Date: JUN 20 1991

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Animal Control Ordinance Fee Changes

BCC Informal June 18, 1991  
(date)

BCC Formal June 20, 1991  
(date)

DEPARTMENT Environmental Services

DIVISION Animal Control

CONTACT Mike Oswald

TELEPHONE x4056

PERSON(S) MAKING PRESENTATION Mike Oswald

ACTION REQUESTED:

☐ INFORMATIONAL ONLY

☐ POLICY DIRECTION

☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):  
This ordinance amends the fees in M.C.C. 8.10 related to pet licenses, shelter fees, pet adoption and disposal.

Fees have not been increased in over 12 years.

The Division's FY 91/92 approved budget is constructed on enhanced revenue generated by increased fees.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

ORDINANCE FACT SHEET

Ordinance Title: Animal Control Ordinance Fee Changes M.C.C. 8.10

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This ordinance increases fees for pet licenses, impoundment, room and board, adoption and disposal of animals received at the Division's Animal Shelter. The FY 91/92 Division budget is constructed on projected revenue from fee increases. General fund support for Animal Control was reduced from \$1,369,642 in FY 90/91 to \$946,304 in FY 91/92. The balance of funding for the Division is contingent upon enhanced revenues generated by increased fees. The last fee increase occurred in 1979.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

A fee survey was conducted with other northwest counties and cities as well as other comparable counties and cities throughout the country. Survey attached.

What has been the experience in other areas with this type of legislation?

See attached fee survey information.

What is the fiscal impact, if any?

This ordinance amendment will result in a potential revenue increase of \$300,000.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official:  \_\_\_\_\_

# Pet License Fee Survey - FY89/90

Jun-91

## NORTHWEST COUNTIES & CITIES

Jurisdiction	Population Served	Major City	Fertile Dog	S/N Dog	Fertile Cat	S/N Cat	Sr. Discount
King Co., WA	912,000	excl. Seattle	\$22	\$10	\$12	\$7	yes
Multnomah Co., OR	568,700	Portland	\$20	\$5	\$10	\$5	yes
Seattle, WA	520,000	City	\$22	\$10	\$14	\$7	yes
Pierce Co., WA	500,000	Tacoma	\$13	\$7	\$7	\$3	no
Washington Co., OR	271,000	Beaverton	\$22	\$12	\$0	\$0	yes
Lane Co., OR	266,000	Eugene	\$15	\$5	\$0	\$0	yes
Clackamas Co., OR	180,000	Lake Oswego	\$23	\$5	\$0	\$0	yes
Multnomah (PROPOSED)			\$25	\$10	\$15	\$8	yes

## OTHER COUNTIES & CITIES

Jurisdiction	Population Served	Major City	Fertile Dog	S/N Dog	Fertile Cat	S/N Cat	Sr. Discount
Phoenix, AZ	2,125,000	City	\$15	\$7	\$0	\$0	na
Fairfax Co., VA	756,000	Fairfax	\$10	\$5	\$0	\$0	no
Montgomery Co., MY	721,000	Rockville	\$10	\$5	\$10	\$5	na
Ventura Co., CA	616,000	Oxnard	\$20	\$8	\$0	\$0	no
Pima Co., AZ	640,600	Tucson	\$15	\$5	\$0	\$0	yes
Orange Co., FL	610,500	Orlando	\$10	\$2	\$10	\$2	yes
Travis Co., TX	581,000	Austin	\$10	\$5	\$10	\$5	na
Mecklenburg Co., N	485,000	Charlotte	\$20	\$5	\$20	\$5	yes
Albuquerque, NM	378,000	City	\$8	\$2	\$8	\$2	na
Fort Worth, TX	427,000	City	\$35	\$35	\$35	\$35	na

# Animal Shelter Fees Survey - FY89/90

Jurisdiction	Impound Fee -DOGS			Impound Fee - CATS			Daily Board Fee		Adoption Fees	
	1st	2nd	3rd	1st	2nd	3rd	Dogs	Cats	Dog	Cat
Seattle, WA	\$20	\$20	\$20	\$20	\$20	\$20	\$5	\$5	\$35-\$40	\$27-\$32
King Co., WA	\$25	\$40	\$55	\$25	\$40	\$55	\$5	\$5	\$40-\$60	\$40-\$60
Pierce Co., WA	\$25	\$25	\$25	\$15	\$15	\$15	\$5	\$4	\$55	\$35
Clackamas Co., OR	\$20	\$40	\$40	\$0	\$0	\$0	\$6	\$6	\$15	\$15
Washington Co., OR	\$25	\$45	\$65	na	na	na	\$6-\$11	\$6-\$11	\$20-\$100	\$15-\$50
Lane Co., OR	\$20	\$20	\$20	na	na	na	\$8	\$8	\$35-\$45	\$18-\$26
Multnomah Co., OR	\$20	\$40	\$40	\$10	\$10	\$10	\$3	\$2	\$45	\$32
Multnomah (PROPOSED)	\$25	\$25	\$25	\$15	\$15	\$15	\$8	\$5	\$25-\$65	\$20-\$45

(Underlined sections are new or replacements; [bracketed sections are deleted.]).

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. \_\_\_\_\_

1 An ordinance related to a change in fees and amending  
2 Chapter 8.10 of the Multnomah County Code.

3 Multnomah County ordains as follows:

4 SECTION I. AMENDMENT

5 M.C.C. 8.10.220 is amended to read as follows:

6 8.10.220 **Fee schedule.** Fees shall be imposed under this  
7 chapter as follows:

8	(A) Pet licenses:	ONE	TWO	THREE
9		YEARS	YEARS	YEARS
10			<u>Discount</u>	<u>Discount</u>
11			<u>15%</u>	<u>20%</u>
12	(1) Dogs:			
13	(a) Fertile	[\$20]	[\$35]	[\$50]
14		<u>\$25</u>	<u>\$46</u>	<u>\$60</u>
15	(b) Sexually			
16	Unreproductive	[\$ 5]	[\$ 8]	[\$12]
17		<u>\$10</u>	<u>\$17</u>	<u>\$24</u>
18	(2) Cats:			
19	(a) Fertile	[\$10]	[\$20]	[\$25]
20		<u>\$15</u>	<u>\$25</u>	<u>\$36</u>

1	(b)	Sexually			
2		unreproductive,			
3		first in			
4		household	[\$ 5]	[\$ 8]	[\$12]
5			<u>\$ 8</u>	<u>\$14</u>	<u>\$19</u>
6	(c)	Sexually			
7		unreproductive,			
8		subsequent in			
9		same household	[\$ 2]	[\$ 4]	[\$ 6]
10			<u>\$ 5</u>	<u>\$10</u>	<u>\$15</u>
11	(3)	License replacement	[\$ 2]	<u>\$ 3</u>	
12	(B)	Facilities License:	ONE	TWO	THREE
13			YEARS	YEARS	YEARS
14	(1)	Dogs	[\$ 50]	[\$100]	[\$125]
15			<u>\$100</u>	<u>\$200</u>	<u>\$300</u>
16	(2)	Exotic, wild or			
17		dangerous animal			
18		facility	\$100	\$200	[\$250]
19					<u>\$300</u>
20	(3)	Cats	[\$ 35]	[\$ 70]	[\$ 90]
21			<u>\$ 50</u>	<u>\$100</u>	<u>\$150</u>
22	(C)	County shelter rates:			
23	(1)	Impoundment fee <u>Dogs:</u> [excluding cats:]			<u>\$ 25</u>
24		[(a) First impoundment		\$ 20]	
25		[(b) Second impoundment		\$ 40]	

1	[(c) Third and subsequent		
2	impoundment	\$ 40]	
3	(2) Impoundment fee, cats	[\$ 10]	<u>\$ 15</u>
4	(3) <u>Animals other than livestock</u>		<u>\$ 15</u>
5	(4) [(3)] Daily care for any portion		
6	of a 24-hour period from time		
7	of impoundment:		
8	(a) Dogs	[\$ 3]	<u>\$ 8</u>
9	(b) Cats	[\$ 2]	<u>\$ 5</u>
10	(c) <u>Livestock</u>		<u>\$ 8</u>
11	(d) <u>Other Animals</u>		<u>\$ 5</u>
12	[(4) Medical shots, per dosage	\$ 10]	
13	(5) <u>Veterinary Fees</u>		<u>\$ 20</u>
14	(6) [(5)] Disposal fees:		
15	[(a) Adoption	\$ 10]	
16	[(b)](a) Euthanasia		
17	& <u>disposal</u>	[\$ 10]	<u>\$ 25</u>
18	[(c)](b) Dead animal		
19	disposal	[\$ 10]	<u>\$ 15</u>
20	[(d)](c) Release of unwanted		
21	animal by owner	[\$ 10]	<u>\$ 15</u>
22	(d) <u>Release of 2 or more</u>		
23	<u>animals by owner</u>		<u>\$ 25</u>



1           (6) Adoption fees:

2                   (1) Dogs:

3                   (a) Fertile                   \$ 65

4                   (b) Sterile                   \$ 25

5                   (2) Cats:

6                   (a) Fertile                   \$ 45

7                   (b) Sterile                   \$ 20

8           SECTION II.       AMENDMENT

9       M.C.C. 8.10.230 is amended to read as follows:

10           8.10.230   **Stray Livestock [animal] fee.** For the expenses  
11 incurred by the county in locating, transporting and otherwise  
12 attending any stray livestock [animal] other than a dog, the  
13 owner or other person lawfully claiming the animal shall pay to  
14 the county a fee in the amount of \$25 [\$10] per person hour plus  
15 an additional payment of 30 [25] cents for each mile traveled by  
16 county personnel in locating and transporting the animal.

17           SECTION III.     AMENDMENT

18       M.C.C. 8.10.090 is amended to read as follows:

19           8.10.090   **Exceptions from licensing and waiver of fees.**

20           (B) License fees for dogs and cats owned by persons aged 65  
21 or older shall be reduced by 50% [the amount equal to the license  
22 fee for a sexually unproductive dog] for one dog and one cat  
23 per household, provided, however, that the surcharge for late  
24 application shall be based on the applicable, unwaived, license  
25 fee for the animal.

1 [(C) License fees for cats owned by persons aged 65 or older  
2 shall be reduced by the amount equal to the license fee of a  
3 sexually unproductive cat for one cat per household, provided,  
4 however, that the late penalty shall be applied in the case of a  
5 late renewal of a license.]

6 SECTION IV. ADOPTION


7 This ordinance being necessary for the health, safety, and  
8 welfare of the people of Multnomah County, shall take effect on  
9 the thirtieth day after its adoption, pursuant to Section 5.50 of  
10 the Charter of Multnomah County.

11 ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1991  
12 being the date of its second reading before the Board of County  
13 Commissioners of Multnomah County.

14 REVIEWED:

15 LAURENCE KRESSEL, COUNTY COUNSEL

16 FOR MULTNOMAH COUNTY, OREGON

17 By 



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302301

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  R-4 June 20, 1991

Contact Person Charles Ciecko Phone 5050 Date 5/17/91

Department Environmental Services Division Park Services Bldg/Room 425

Description of Contract An Intergovernmental Agreement between Multnomah County and the Metropolitan Services District for Phase III of the Metropolitan Greenspaces Program

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Met Huie, Metro

Mailing Address 2000 SW First Ave.

Portland, OR 97201-5398

Phone 220-1186

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon Execution

Termination Date Feb. 29, 1992

Original Contract Amount \$ 16,000.00

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 16,000.00

## Payment Term

☒ Lump Sum \$ \_\_\_\_\_

☐ Monthly \$ \_\_\_\_\_

☐ Other \$ \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature]

Date 5-21-91

Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel [Signature]

Date 5/23/91

County Chair/Sheriff [Signature]

Date 6/20/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		INC/ DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	100	030	5350			6110					
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

## INSTRUCTIONS FOR COMPLETING CONTRACT APPROVAL FORM

1. **CLASS I, CLASS II, CLASS III** - Check off appropriate class of contract in one of the three columns on the top of the form.
2. **CONTRACT #** - To be issued by designated person in each Division or call Purchasing to get a number.
3. **AMENDMENT #** - Sequential numbering to original contract as changes are made and approved.
4. **DESCRIPTION OF CONTRACT** - Summary of product purchased or services to be performed. Note if an amendment or extension.
5. **RFP/BID #** - Enter number if contract is a result of RFP/Bid selection process.
6. **DATE RFP/BID** - Enter date of RFP/Bid public opening.
7. **EXEMPTION EXPIRATION DATE** - Enter exemption expiration date from competitive bidding granted by BCC or the Chair.
8. **ORS/AR#** - Refer to Oregon Revised Statutes and/or Administrative Rule #, when applicable.
9. **CONTRACTOR IS MBE, WBE, QRF** - Check appropriate box if contractor is certified as an MBE, WBE, or QRF (Qualified Rehabilitation Facility).
10. **CONTRACTOR NAME, MAILING ADDRESS, PHONE** - Enter current information.
11. **EMPLOYEE ID# OR SS#** - Enter employee federal ID# or Social Security # if contractor is an individual.
12. **EFFECTIVE DATE** - Date stated on contract to begin services.
13. **TERMINATION DATE** - Date stated on contract to terminate services.
14. **ORIGINAL CONTRACT AMOUNT** - Enter amount of original contract.
15. **AMOUNT OF AMENDMENT** - Enter amendment or change order amount only, if applicable.
16. **TOTAL AMOUNT OF AGREEMENT** - Enter original amount of contract. If this is an amendment or change order, please include original amount and amended amount.
17. **PAYMENT TERMS** - Designate payment terms by checking appropriate box and entering dollar amount.
18. **REQUIREMENTS CONTRACT** - Requisition Required - Check this box to note that a purchase order will be issued to initiate payment.
19. **PURCHASE ORDER #** - Enter number of purchase order to be issued. If number is not known, enter "PO will be issued."
20. **REQUIREMENTS NOT TO EXCEED** - List the estimated dollar amount of requirements contracts.
21. **REQUIRED SIGNATURES** - To be completed as approved. Purchasing Director needs to sign all Class II contracts only.
22. **ACCOUNT CODE STRUCTURE** - Enter account code structure for the type of agreement; i.e., expense or revenue.
23. **LGFS DESCRIPTION** - Abbreviated description for Data Entry purposes.
24. **AMOUNT** - If total dollar amount is being split among different account numbers, indicate dollar amounts here.

Meeting Date JUN 13 1991

Agenda No.: R-6

(Above space for Clerk's Office Use)

JUN 20 1991

R-24

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Metropolitan Greenspaces Phase 3

BCC Informal \_\_\_\_\_ (date) BCC Formal \_\_\_\_\_ (date)

DEPARTMENT Environmental Services DIVISION Park Services

CONTACT Charles Ciecko TELEPHONE 5050

PERSON(S) MAKING PRESENTATION Charles Ciecko, Mel Huie, Metro

ACTION REQUESTED:

/ INFORMATIONAL ONLY / POLICY DIRECTION /X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Park Services Division is transferring \$16,000 to Metro as Multnomah County's share of Phase 3 costs of the Metropolitan Greenspaces Program. Phase 3 will continue analysis and data collection for the natural area inventory.

*Continued to 6-20-9*

*6/25/91 originals to Charles Ciecko  
(hand delivered)*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER cc *[Signature]*

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN - 6 PM 12:55  
MULTNOMAH COUNTY  
OREGON



**METRO**

2000 S.W. First Avenue  
Portland, OR 97201-5396  
503/221-1616

# Memorandum

R-4  
Submission  
6/18/91

## METROPOLITAN GREENSPACES PROGRAM

### SPONSORS AND COOPERATING ORGANIZATIONS

January 1991

Contributions FY 90-91  
EPA \$30,000

1. Metropolitan Service District
2. Audubon Society of Portland
3. Portland State University - Geography Department
4. U.S. Fish and Wildlife Service
5. U.S. Environmental Protection Agency
6. U.S. Army Corps of Engineers
7. Oregon Parks Department \$5,000
8. Oregon Water Resources Department
9. Oregon Division of State Lands
10. Oregon Department of Land Conservation and Development
11. Oregon Department of Fish and Wildlife
12. Clackamas County \$5,000
13. Clark County
14. Multnomah County \$
15. Washington County
16. Unified Sewerage Agency of Washington County
17. Tualatin Hills Park and Recreation District \$5,000
18. Tri-Met
19. East Multnomah County Soil & Water Conservation District
20. West Multnomah County Soil & Water Conservation District
21. Clackamas Water District
22. Oak Lodge Sanitary District
23. Wolf Creek Highway Water District
24. Intergovernmental Resource Center of Clark County
25. Bi-State Advisory Committee
26. Clark County Natural Resources Council
27. City of Beaverton
28. City of Cornelius
29. City of Durham
30. City of Fairview
31. City of Forest Grove

(over)

over



- 32. City of Gladstone
- 33. City of Gresham \$1,000
- 34. City of Happy Valley
- 35. City of Hillsboro
- 36. City of Johnson City
- 37. City of King City
- 38. City of Lake Oswego \$2,000
- 39. City of Milwaukie \$1,000
- 40. City of Oregon City
- 41. City of Portland \$10,000
- 42. City of Rivergrove
- 43. City of Sherwood \$500
- 44. City of Tigard Parks Advisory Board
- 45. City of Troutdale \$800
- 46. City of Tualatin \$1,000
- 47. City of Wood Village
  
- 48. 40-Mile Loop Land Trust
- 49. The Wetlands Conservancy
- 50. Interlaken Neighborhood, Inc.
- 51. Linnton Neighborhood
- 52. League of Women Voters of West Clackamas County
- 53. John Inskeep Environmental Learning Center
  
- 54. Portland General Electric
- 55. Esther Lev, Environmental Consultant
- 56. Lynn Sharp, Environmental Consultant
- 57. Rittenhouse, Zeman and Associates

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 302301

Amendment #

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$10,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <div style="text-align: center;"> <b>RATIFIED</b>  <b>Multnomah County Board</b>  <b>of Commissioners</b>          R-4 June 20, 1991       </div>
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Contact Person Charles Ciecko Phone 5050 Date 5/17/91Department Environmental Services Division Park Services Bldg/Room 425Description of Contract An Intergovernmental Agreement between Multnomah County and the Metropolitan Services District for Phase III of the Metropolitan Greenspaces Program

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Mel Huie, MetroMailing Address 2000 SW First Ave.Portland, OR 97201-5398Phone 220-1186

Employer ID # or SS # \_\_\_\_\_

Effective Date Upon ExecutionTermination Date Feb. 29, 1992Original Contract Amount \$ 16,000.00

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 16,000.00**Payment Term**☒ Lump Sum \$ \_\_\_\_\_☐ Monthly \$ \_\_\_\_\_☐ Other \$ \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature] Date 5-24-91Purchasing Director \_\_\_\_\_ Date \_\_\_\_\_  
(Class II Contracts Only)County Counsel [Signature] Date 5/28/91County Chair/Sheriff [Signature] Date 6/20/91

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	100	030	5350			6110						
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE



## INTERGOVERNMENTAL AGREEMENT

### Between the Metropolitan Service District and Multnomah County

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between the METROPOLITAN SERVICE DISTRICT, hereinafter referred to as "Metro," whose address is 2000 S.W. First Ave., Portland, OR 97201-5398, and MULTNOMAH COUNTY, hereinafter referred to as "County," whose address is 1021 S.W. Fourth Ave., Portland, OR 97204.

#### WITNESSETH:

WHEREAS, It would be in the public interest for local governments, Metro and the state of Oregon to cooperate and work together in addressing regional park and natural areas issues affecting the Portland metropolitan area; and

WHEREAS, Metro will conduct an analysis of natural areas within the region as part of the Metropolitan Greenspaces Program as described in Attachment "A" and Attachment "B" attached hereto; and

WHEREAS, the total cost for the project is \$169,809. The County agrees to contribute \$16,000 to Metro to complete this analysis for the entire geographic area of the County; and

WHEREAS, The County, the state of Oregon, local governments and Metro are direct beneficiaries of the regional natural areas analysis, and are willing to contribute to the funding of said project, now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and under authority of the ORS Chapter 190.010 and 190.110, the parties agree as follows:

1. TERM:

The term of this Agreement shall be from \_\_\_\_\_ to and including February 29, 1992.

2. CONTRIBUTION:

The County agrees to pay SIXTEEN THOUSAND DOLLARS and No/100ths (\$16,000) by June 30, 1991 to Metro for the regional natural areas analysis project.

3. FISCAL AGENT:

Metro shall be the fiscal agent for all entities contributing to the project. Metro shall receive and account for all contributions and expenditures necessary to complete the project.

4. METRO's PROJECT OFFICER:

Metro's Project Officer is Mel Huie. Metro shall give prompt written notice of any redesignation of its Project Officer.

5. ACCESS TO RECORDS:

The County shall have access to such books, documents, receipts, papers, and records of Metro that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

6. WORK IS PROPERTY OF METRO and the COUNTY:

All work performed under this Agreement for the geographic area covering Multnomah County shall be the property of Metro and the County.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY

By: 

Name: GLADYS MCCOY

Title: CHAIR

METROPOLITAN SERVICE DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

  
Multnomah County Counsel

*"Attachment A"*

## Scope of Work:

## URBAN NATURAL AREAS ANALYSIS FOR METROPOLITAN GREENSPACES

I. PROJECT DESCRIPTIONA. Project Summary

This project involves the analysis of remotely sensed and field collected data concerning natural areas in the Portland Metropolitan Service District (Metro) Region. Eight discrete tasks are identified:

1. Review of the sufficiency of previously collected field data for providing a statistically reliable sample of the natural areas in the region;
2. Updating and maintenance of the database developed in the previous inventory phase of this project;
3. Performance of additional field surveys (if needed) in order to provide a sufficiently detailed cross-section of sites in the region;
4. Analysis of the natural areas data using numeric and spatial analytical techniques;
5. Identification of additional sets information that might be used in conjunction with the natural areas data to analyze and identify present and future patterns of natural areas preservation and loss;
6. Analysis of the natural areas data in conjunction with additional data;
7. Define values of natural areas and the contribution that they make to the metropolitan region can be effectively evaluated;
8. Establishment of priorities for the acquisition and preservation of specific natural areas sites.

B. Project Goals and Purpose

In 1989 Metro, through its Parks and Natural Areas Advisory Group, initiated a study of natural areas in the region. Phase 1 of that study involved the acquisition of current color infrared aerial photography of the region and was performed in May and June, 1989.

In September, 1989, Metro contracted with Portland State University to perform Phase 2, an inventory of the "Natural Areas" within the Metropolitan Service District. That inventory was completed in the Fall, 1990 and consisted of aerial photo interpretation and mapping of natural areas, field surveys of more than 100 sites, and entry of the map and field data into an Arc/Info Geographical Information System. The results of Phase 2 will provide the basis for:

1. identifying areas of region-wide importance;
2. developing a short-term strategy for the monitoring and

protection of natural areas;

3. developing a long-term plan for the acquisition, permanent protection and management of natural areas;
4. developing a digital database of natural areas information to serve as a component of Metro's developing RLIS system.
5. providing a set of baseline data from which to monitor and evaluate future changes in natural areas.

Phase 3 of the study focusses on the analysis of the data collected during Phase 2. The analysis will include several elements, including a description and summary of existing conditions in the study area, an evaluation of ecological interactions that relate to habitat quality, an appraisal of the potential impacts on natural areas of future region-wide development, an examination of the ways that adverse impacts might be avoided or mitigated, an identification of general areas where acquisition may be most appropriate, and the generation of ecological guidelines for optimizing management of natural areas within the Metropolitan Service District boundaries.

#### C. Task Descriptions

This project has been divided into eight separate tasks. Initial contracting will not include all tasks and actual contracting for individual tasks will occur as Metro acquires the necessary funds. As additional funds become available, Portland State University will be notified by a contract amendment from Metro to proceed on the additional task(s).

Though the description of the tasks below generally follows the sequence in which they should be performed for logical management of the project, some flexibility in the sequence is possible as the project develops.

### 1. Review Field Data Sufficiency

In order to be able to perform the field survey portion of the inventory at the optimal season (late Spring), the selection of field survey sites had to be made in the early Spring, prior to the entry of the data into the computer mapping system and when there was still only a preliminary understanding of the character and mix of sites. To ensure that the number of field visits provides sufficient detail on the full range of sites for statistical analysis, a review will be performed of the existing field data.

- 1.1 Analyze Field Data. This will deal primarily with whether the number of sites sampled in the field provides a representative sample of the vegetation communities and their geographic distribution with the study area.
- 1.2 Prepare Report. A description of the sufficiency of the data will be included. If the number of surveyed sites is insufficient, the areas and kinds of insufficiency will be detailed and recommendations will be on additional site visits.

### 2. Update Natural Areas Database

The system of field survey data has been designed for ease of update and expansion with additional data. This additional data will likely come from two sources. First, many field personnel from agencies and consultants in the Portland-Vancouver metropolitan region have agreed to use the field data collection forms that were developed for the inventory project. Since they are involved in ongoing project work there is a need to regularly enter their new data into the Natural Areas Database (NAD). Second, there is a great deal of data available in existing studies. However, this data needs to be collated and transferred into the NAD format.

To ensure that both of these sources of data are entered into the database, student personnel will be supervised in the task of maintaining and updating the database. This will provide the mechanism for expanding the database established during the inventory and will ensure that there will be an improved working set of information available for future natural areas planning.

- 2.1 Collect Reports. Local researchers will be contacted and existing reports, studies; and species lists for sites will be collected.
- 2.2 Code Data Sheets. The materials will be read and their data recorded on the data collection forms.
- 2.3 Enter Data. The data derived from the existing studies as well as the data from new forms provided by field workers will be entered into the NAD.
- 2.4 System Maintenance. Recommendations will be made on how to maintain and update the information base for natural areas.

### 3. Field Surveys

This task will use the results from Task 1 to select and survey additional sites.

- 3.1 Identify Survey Sites. Based on the parameters recommended in the Task 1 report, additional sites for field survey will be selected.
- 3.2 Perform Surveys. Field surveys will be performed using the same techniques as in the initial inventory and recorded on the field data collection forms.
- 3.3 Enter Data into NAD. Data from the field forms will be entered into the Natural Areas Database.
- 3.4 Prepare Report. The results of the field survey and the data summarization will be described.

### 4. Develop Natural Areas Maps and Descriptive Statistics

The goal of this portion of the analysis is to identify the key features of the inventoried natural areas data and their spatial characteristics. This analysis will rely heavily on statistical methodology and the spatial data manipulation capabilities of the geographic information system (GIS). These will be used for producing a number of maps and graphics.

- 4.1 Photo Interpreted Data. Preparation of maps and statistics on acreage and number of sites for: (a) all natural areas, (b) each natural area category, (c) connected natural areas, (d) isolated natural areas, (e) sites that are isolated but that have nearby sites and would be usefully connected (i.e., sites that are not now connected but could be connected via one or two acquisitions of property).
- 4.2 Field Survey Data. The field survey provided a number of additional parameters that will be examined. This will involve the preparation of maps and statistics for some selected summary parameters: (a) all surveyed areas, (b) various individual categories.
- 4.3 Indexed Data. This task will explore the development of quantitative indexes for selected parameters of the field survey data, such as diversity of plant and wildlife species, species diversity vs area size, species diversity vs habitat type, and species diversity vs degree of isolation. Such indexes may prove to be important indicators of site quality.
- 4.4 Examine Variation. A key part of the analysis will look at the variation within and between mapped vegetation types. The results of the index development in Task 4.3 will be applied here. The feasibility of extrapolating some of the parameters of the field data to the various photo interpreted sites, then maps and statistics on acreage and number of sites will be prepared for (a) all natural areas, (b) each natural area category, (c)

connected natural areas; (d) isolated natural areas will be investigated.

- 4.6 Habitat Distribution and Interconnections. An evaluation of the existing spatial relationships of natural areas, identifying areas where connections are in good condition and areas where connections can be enhanced.

- 4.7 Prepare Report. This report will consist primarily of maps accompanied by descriptive and explanatory text.

## 5. Identify Additional Data

Among the types of additional data that would be of importance for the natural areas analysis are zoning, population densities, E-zone boundaries, floodplain delineations, wetland delineations, present and projected land uses, transportation plans (including trails and bike paths), utility right-of-ways, severe slope and unstable soils information, aquifer and recharge area delineations, land ownership, stream sub-basins outlines, original land cover, historical patterns of natural area change, and assessed valuation of properties.

Metro's Data Resource Center (DRC) is in the process of developing a Regional Land Information System (RLIS) using the Arc/Info Geographic Information System. Their major task at present is the compilation and entering of data. Much of the data that would be necessary for the natural areas analysis either is or will be included in RLIS and there is no need for this project to duplicate their data collection effort. However, it is essential that the analysis team work closely with the DRC personnel to coordinate the analysis effort with the DRC's compilation effort.

- 5.1 Identify Overall Needs. Determine which data layers would be most useful to analyze in conjunction with the natural areas data and the form of these analyses.
- 5.2 Meet with DRC. Several meetings will be necessary with DRC personnel to determine which data they can provide, the details of that data (age, spatial resolution, attributes, etc.), and its suitability for use with the natural areas data. This will also allow for exploring other sources of data that DRC may be aware of.
- 5.3 Identify Additional Needs. Identify needs for data additional to that to be provided by the DRC or other agencies. Determine the best method of acquiring this additional data, including the possibility of digitization by the analysis team.
- 5.4 Prepare Report. This would include a listing of the data needs, how the various data sets would be employed in subsequent analysis, and the general plan for acquiring the data.

## 6. Perform Analysis of Combined Data

Analysis of the data in previous tasks has looked simply at

the characteristics of the natural areas data in isolation. One of the major advantages of the GIS approach to storing and manipulating spatial data is that it provides a tool that allows consideration of the data in relation to other data sets. This task will take advantage of that ability to deal with multiple spatial data sets to analyze the data in conjunction with other landscape patterns and will use the data sets identified in Task 5. The level of analysis will be dependent on the amount and types additional information available.

- 6.1 Development Susceptibility. This analysis will attempt to identify the potential susceptibility of natural areas to development, as determined from adjacent land uses and other factors.
- 6.2 Adjacent Land Use Effects. This task will be based on data collected during the field surveys and will assess the possible degree and kinds of impacts resulting from adjacent land uses, especially on items such as corridor integrity, habitat interspersions, isolation of individual natural area patches, effects of alien / invasive species, etc.
- 6.3 Build-out Scenarios. This will explore the relationship between projected population changes, future development, human disturbance, and various natural area protection strategies to identify a "future map" of the area.
- 6.4 Connections. This will explore the connections between already protected natural areas and areas that are not yet protected.
- 6.5 Prepare Report. Overall conclusions regarding the abundance, variety, and condition of urban natural areas will be provided. Probable impacts of future development will be described.

## 7. Define Values of Natural Areas

Following an examination of the various roles, functions and values of natural areas, a conceptual scheme will be developed that focuses on how these functions and values can be maximized in ways compatible with development.

- 7.1 Identification of Natural Areas Values. Through assessment of literature and discussions with planners, biologists and community leaders, the roles, functions and values of natural areas (e.g., habitat, flood control, water quality, aesthetics) will be identified.
- 7.2 Identify Alternatives. Several different systems of natural area protection will be identified, involving different patterns of natural areas and various levels of diversity and sizes.
- 7.3 Evaluate Alternatives. The various systems, representing different levels of natural area preservation, will be evaluated using existing information on costs and



- compatibility with land use plans available through RLIS.
- 7.4 Prepare Report. The natural areas values will be discussed and the advantages and disadvantages of each alternative will be summarized.

8. Establish Acquisition Priorities

Working within the framework of developing the general system identified in Task 7, criteria for prioritizing acquisition will be developed.

- 8.1 Develop Evaluation Criteria. Evaluation criteria for individual sites will be developed, incorporating the values identified in Task 7.
- 8.2 Prepare Report. This will present and discuss the criteria developed.

## II. UPDATES AND BRIEFINGS

Metro will be provided with progress reports on a regular basis, both in the form of written status reports and verbal briefings.

### A. Personnel

Principal Investigator for the contractor will be Joseph Poracsky, Associate Professor of Geography, Portland State University. In addition to overall project supervision, he will have direct responsibility for the GIS and mapping tasks. Work on these areas will be performed by students at PSU.

Lynn Sharp and Esther Lev, Environmental Consultants, will be assisting in various aspects of the project and will have primary responsibility for the biological aspects.

Primary Metro contacts will be personnel from the Planning and Development Department, Richard Carson (Director), Patrick Lee (Regional Planning Supervisor), and Mel Huie (Senior Planner.)

### B. Coordination with Metropolitan Wildlife Refuge System

The goals of this project closely relate to the efforts of the Audubon Society of Portland to establish a Metropolitan Wildlife Refuge System in the Portland-Vancouver region. Successful completion of the aerial photo acquisition required for this project was the result of a cooperative effort with Portland Audubon and their assistance was invaluable in the completion of the inventory. It is anticipated that work on this analysis will continue to be coordinated with the Audubon Society's efforts surrounding the Refuge System.

### C. Schedule of Progress Reports

On the 15th of each month Metro will receive a memo describing progress to date, significant problems / questions encountered, and anticipated progress over the next one month period. At the completion of each major task there will be a detailed briefing of the Metro Staff.

## III. PROJECT PRODUCTS

Metro will provide a set of 1 inch = 2,000 foot aerial photos to PSU for use during the various stages of the project.

PSU will provide to Metro the following products:

### 1. Report and Recommendations on Data Sufficiency

A written report will be prepared that describes the sufficiency and/or the shortcomings of the collected field data and identifying what additional data, if any, needs to be collected.

### 2. Updated Database

As it is compiled and coded from existing sources or as it is

provided by ongoing field work, data will be entered into the existing database and delivered to Metro.

3. Report on Summary on Additional Field Surveys

(Note: this will only be provided if additional field surveys are deemed necessary and are performed.) A report will be prepared which summarizes the results of the additional surveys.

4. Report on Descriptive Characteristics of Natural Areas Data

A report will be prepared that describes the patterns and characteristics identified within the natural areas data.

5. Report on Additional Data

This report will detail the other types of data that should be utilized in combination with the natural areas data and the ways in which it should be employed.

6. Report on Spatial Analysis of Natural Areas

This will describe potential impacts of interaction between natural areas and other landscape features and processes, with the goal of detailing future patterns of natural areas that are likely to result from these interactions.

7. Report on Values of Natural Areas

The key values of natural areas will be discussed and a final system of natural areas proposed.

8. Report on Acquisition Priorities for Natural Areas

This will discuss the general areas and criteria for natural areas acquisition within the context of an integrated system.

IV. COMPENSATION SUMMARY

Portland State will enter into this price and performance contract on a task-by-task basis. Each task or group of tasks will require a written agreement between the two parties stipulating the fixed price cost for each task in question, the period of service for completing the task(s), and directing Portland State to proceed on a specific task or tasks.

Payment shall be made for each task upon the delivery to Metro of the final product(s) identified for that task and the receipt of an invoice from Portland State University.

ATTACHMENT B

PROJECT BUDGET/TERMS OF PAYMENT

1. Total costs shall not exceed \$90,315. until contract amendment(s) are approved by Metro authorizing expenditures up to a maximum of \$169,809.
2. Metro retains the right to contract with other parties or conduct the work in-house for the work tasks 5.1 through 8.2 per "Attachment A -- Scope of Work."
3. As additional funds for the project are raised and appropriated by Metro, they will be expended on this Agreement per Attachments A and B if Metro chooses to continue a contractual relationship with the University beyond work task 4.7. Contract amendments to this Agreement will be made at the appropriate time(s) to increase expenditures.
4. University will enter into this Agreement on a task-by-task basis. Each task or group of tasks, as detailed in Attachments A and B herein, exceeding \$90,315 will require contract amendment(s) and written agreements between the two parties. The amendments will stipulate the fixed price cost for each task in question, the period of service for completing the task(s), the dates of delivery of products and materials to Metro, and direct the University to proceed on the additional task(s).
5. Payments shall be made to the University within 14 business days following the receipt of an invoice for each task(s) and the delivery to Metro of the final products and materials as identified in "Attachment A -- Scope of Work." Final products and materials must be approved by Metro as to meeting the terms of this Agreement and as described in "Attachment A -- Scope of Work" prior to financial compensation to the University; and
6. This Agreement is in effect during the period December 15, 1989 through twelve (12) months beyond the date this Agreement is signed.
7. This Agreement will be carried out during two Metro fiscal years (FY 90-91 and FY 91-92). Metro budget and contract requirements will be followed to carry out this Agreement.
8. Payments to the University shall be sent to:

Portland State University  
Attn: Research Accounting  
P.O. Box 751  
Portland, Oregon 97207

# "Attachment B"

## Budget Estimate\*: METROPOLITAN GREENSPACES PROGRAM - URBAN NATURAL AREAS ANALYSIS

10/21/98

Task	Poracsky	Sharp	Lev	Students	Supplies	Total
REVIEW DATA SUFFICIENCY	\$1,836	\$2,415	\$2,243		\$510	\$6,204
1.1 Analyze Field Data	10	20	20			50
1.2 Report	10	10	10			30
UPDATE NA DATABASE	\$3,364	\$2,818	\$2,243	\$9,660	\$585	\$18,670
2.1 Collect Reports	10	10	10	30		
2.2 Code Data Sheets	10	15	10	200		
2.3 Enter Data	20			40		
2.4 System Maintenance	25	10	10	10		
FIELD SURVEYS	\$2,019	\$6,038	\$5,980	\$3,278	\$1,827	\$19,142
3.1 ID Survey Sites	2	5	5	5		
3.2 Perform Surveys	2	55	60			117
3.3 Enter Data into NAD	10			40		50
3.4 Report	25	15	15	50		105
NA MAPS & DES STATS	\$8,539	\$12,478	\$11,586	\$10,350	\$3,346	\$46,299
4.1 PI Data Summary	20			40		60
4.2 Field Data Summary	10	40	40	40		130
4.3 Indexed Data Summ	40	30	30	40		140
4.4 Examine Variation	20	25	25	40		110
4.5 Extrap Data Summ	20	20	20	40		
4.6 Habitat Distrib	15	20	20	40		
4.7 Report	40	20	20	60		
Subtotal - Tasks 1.1 - 4.7:						\$90,315
ID ADDITIONAL DATA	\$3,623	\$2,415	\$2,243	\$2,415	\$632	\$11,328
5.1 ID Overall Needs	20	10	10	20		60
5.2 Meet with DRC	10	5	5	10		30
5.3 ID Additional Needs	10	5	5	20		40
5.4 Report	30	10	10	20		70
ANALYZE COMBINED DATA	\$8,798	\$5,635	\$5,233	\$5,520	\$1,885	\$27,071
6.1 Dev Susceptibility	25	10	10	20		65
6.2 Adjacent LU Effects	35	20	20	30		105
6.3 Build-Out Scenarios	30	10	10	30		80
6.4 Connections	30	10	10	40		
6.5 Report	50	20	20	40		
DEFINE VALUES OF NAs	\$7,245	\$6,440	\$5,980	\$4,140	\$1,863	\$25,668
7.1 ID NA Values	30	20	20	30		
7.2 ID Alternatives	30	20	20	30		
7.3 Evaluate Alt's	30	20	20	20		
7.4 Report	50	20	20	40		
ESTAB ACQ PRIORITIES	\$5,175	\$3,220	\$4,485	\$2,243	\$304	\$15,427
8.1 Develop Eval Crit	50	20	40	35		145
8.2 Report	50	20	20	30		120
TOTAL	\$39,799	\$41,459	\$39,993	\$27,606	\$10,952	\$169,809

\* Numbers represent either hours or dollars (where noted with \$).

Meeting Date: JUN 20 1991

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

CANCELLATION OF UNCOLLECTABLE PERSONAL  
PROPERTY TAXES

SUBJECT: \_\_\_\_\_

BCC Informal \_\_\_\_\_ BCC Formal 6-20-91  
(date) (date)

DEPARTMENT General Services DIVISION Assessment & Taxation

CONTACT Kathleen Dorn TELEPHONE 248-3330

PERSON(S) MAKING PRESENTATION Kathy Tuneberg

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: x

BRIEF SUMMARY (include statement of rationale for action requested,  
as well as personnel and fiscal/budgetary impacts, if applicable):

Matter of cancellation of Uncollectable Personal Property Taxes for 1981 through  
1987, in the amount of \$299,302.75.

These are taxes that have been delinquent for more than three years and have been  
determined to be uncollectable according to local policy.

*7/1/91 copy to Kathleen Dorn*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER R B Simon Jim Murphy

(All accompanying documents must have required signatures)

CLERK OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:22  
MULTI-NOMINEE COUNTY  
OREGON

In the Matter of Cancelling ) ORDER  
Uncollectable Personal Property )  
Taxes, 1981 through 1987 ) #91-86

ORDERED, that the Tax Collector for Multnomah County, Oregon, is directed to cancel those personal property taxes which are listed and appended hereto and incorporated herein for tax years 1981 through 1987, in the total amount of \$299,302.75 for the reason that the same are found to be uncollectable.

Dated this 20th

SEAL OF THE BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY OREGON

REVIEWED

By                       
Chair

By: [Signature]  
Deputy County Counsel

WRITEOFFS JUNE 1991

<u>YEAR</u>	<u>SUB-TOTALS</u>
1981	\$ 634.00
1982	174.34
1983	2564.08
1984	50,256.37
1985	58,022.26
1986	122,148.53
1987	<u>65,503.17</u>
<u>TOTAL</u>	<u>\$299,302.75</u>



WRITEOFFS 1981

ACCOUNT NUMBER	TAX AMOUNT
P09-11644-15	442.14
P40-00059-00	191.86
TOTAL	\$634.00

1RTOFFS81

WRITEOFFS 1982

ACCOUNT NUMBER	TAX AMOUNT
P05-30180-00	15.20
P06-26406-00	133.80
P07-04103-00	25.34
TOTAL:	\$174.34

1RTOFFS82

WRITEOFFS 1983

ACCOUNT NUMBER	TAX AMOUNT
P02-19300-03	1622.50
P05-30180-00	192.80
P06-16665-00	179.49
P09-02841-93	359.85
P09-11644-17	209.44
TOTAL:	\$2564.08

1RTOFFS83

WRITE OFFS 1984

ACCOUNT NUMBER	TAX BALANCE
P01-09840-00	95.96
P01-10815-00	80.74
P01-24380-00	210.40
P01-30990-00	103.82
P02-05880-00	158.58
P02-15950-02	180.80
P02-16660-00	294.94
P02-19300-03	5616.14
P02-21420-00	1942.21
P02-21580-00	1147.64
P02-22460-00	46.10
P02-23760-01	1558.43
P03-01395-00	71.22
P03-01535-12	152.93
P03-10280-00	375.23
P03-10975-80	151.46
P03-15090-00	113.39
P03-15927-21	59.12
P03-27870-00	97.18
P03-29050-40	734.52
P04-11800-00	57.15
P04-12405-00	80.74
P04-18640-00	417.82
P04-19997-00	450.26
P04-22250-00	5.80
P04-29300-00	41.69
P04-32040-00	82.77
P04-33740-00	260.78
P04-33900-00	175.04
P04-42021-04	94.24
P04-43600-14	57.15
P04-45395-01	300.59
P04-47280-00	269.91
P04-50920-00	2078.27
P04-53390-10	84.02
P04-60580-05	11.30
P05-00181-00	231.92
P05-00244-02	305.45
P05-00303-10	139.67
P05-00771-00	75.83
P05-12141-00	401.81
P05-12330-00	920.16
P05-17863-00	337.20
P05-21620-30	520.68
P05-30180-00	294.94

P05-31180-00	97.18
P05-33270-00	47.16
P05-33615-00	36.78
P05-37900-00	22.24
P05-38140-00	982.11
P05-38339-25	544.63
P05-40505-00	48.24

P06-00780-01	957.53
P06-04800-00	37.57
P06-01060-10	1126.14
P06-08600-00	1398.93
P06-17310-00	57.16
P06-19120-00	92.84
P06-19137-00	67.23
P06-19220-00	1031.34
P06-23227-00	490.75
P06-23300-00	613.44
P06-24710-02	42.25
P06-26550-00	66.97
P06-34480-00	59.36
P06-36140-00	197.98
P06-38603-00	872.21
P06-40940-00	491.20
P06-43554-01	711.59
P06-48020-00	205.16

P07-00499-05	84.74
P07-01492-00	156.63
P07-03135-00	178.75
P07-03420-00	57.15
P07-03765-10	826.87
P07-03950-26	551.62
P07-04103-60	970.37
P07-04120-41	245.77
P07-04505-15	178.56
P07-04506-04	6.23
P07-04508-01	47.57
P07-05215-05	368.06

P08-00157-00	201.24
P08-01432-40	585.84
P08-01783-10	845.32
P08-03040-00	688.02
P08-04047-65	155.14
P08-06423-10	57.12
P08-06933-15	275.91
P08-07101-00	93.10
P08-08461-00	139.05
P08-09380-50	156.10
P08-10039-03	183.10
P08-12298-00	386.94

P09-00938-10	326.57
P09-00942-04	179.77
P09-00965-60	143.70
P09-01033-48	962.53
P09-01061-01	121.07
P09-01596-10	245.84
P09-01624-00	245.78
P09-02841-93	301.45
P09-03981-00	186.84
P09-04125-00	460.08
P09-04640-00	61.51
P09-09457-19	245.49
P09-09457-20	1348.19
P09-09780-01	53.66
P09-10260-01	383.02
P09-10600-00	1532.24
P09-11240-60	234.74
P09-13665-10	328.64
P09-13370-05	61.48
P09-13665-10	683.42
P09-14862-00	27.92
P09-15035-85	134.65
P10-06311-00	104.14
P10-07824-00	274.77
P10-13100-00	45.37
P10-25511-00	56.00
P10-32210-00	1958.89
P10-53200-10	240.13
P11-04408-00	57.16
P11-22020-00	127.89
P12-00750-40	490.24

TOTAL: \$50,256.37

1RTOFFS84

## WRITEOFFS 1985

ACCOUNT NUMBER	TAX AMOUNT
P01-04600-00	155.09
P01-11310-00	898.80
P01-14590-00	117.86
P01-15680-00	99.88
P01-24380-00	266.80
P01-37140-00	308.16
P01-38380-05	64.20
P02-00960-00	156.63
P02-04050-05	382.38
P02-19300-00	354.90
P02-22460-00	51.09
P02-22720-00	951.45
P02-23760-01	645.00
P02-25120-20	128.40
P02-27176-00	293.10
P03-01395-00	442.52
P03-01459-50	177.86
P03-14726-56	54.02
P03-17040-00	244.21
P03-19800-00	389.16
P03-23255-00	288.65
P03-29051-46	870.93
P04-00900-00	81.91
P04-11720-00	67.52
P04-12405-00	87.04
P04-15160-00	33.29
P04-16205-01	286.00
P04-19997-00	734.20
P04-20960-00	241.63
P04-21705-00	256.29
P04-22250-00	87.04
P04-29300-00	194.92
P04-32040-00	99.88
P04-37120-01	177.70
P04-42030-00	68.30
P04-42110-06	105.04
P04-45395-01	320.16
P04-53390-10	112.72
P04-59105-00	591.76
P04-59538-00	462.24
P04-59877-00	431.43
P04-60118-79	27.95
P04-60580-05	131.49
P05-00304-15	140.96
P05-00527-50	259.40

P05-00632-04	138.40
P05-00640-50	143.27
P05-00768-40	138.40
P05-00771-00	16.47
P05-05315-00	258.24
P05-12141-00	455.85
P05-17355-00	444.58
P05-17863-00	151.24
P05-18585-00	1286.27
P05-29205-00	255.26
P05-33270-00	61.36
P05-33857-20	179.48
P05-36935-03	52.88
P05-37820-02	253.96
P05-38180-00	234.21
P05-38339-25	980.74
P05-40366-00	193.91

P06-01660-00	141.76
P06-14475-00	266.80
P06-15190-00	1083.36
P06-19120-00	190.55
P06-19220-00	680.63
P06-19360-00	108.44
P06-20420-00	692.85
P06-22560-00	43.14
P06-23227-00	667.00
P06-23300-00	667.00
P06-29350-00	1348.56
P06-42995-00	480.24
P06-43554-01	773.72
P06-44620-05	157.41
P06-45100-00	2857.05
P06-46227-03	82.41
P06-47010-73	7.52
P06-47200-00	83.46
P06-47280-00	110.74
P06-48020-00	358.95

P07-00400-10	184.13
P07-00499-05	92.45
P07-01005-00	5.16
P07-01492-00	169.22
P07-03058-04	948.67
P07-03058-05	2084.10
P07-03910-15	581.89
P07-03950-26	400.20
P07-04120-41	320.16
P07-04440-05	346.91
P07-04506-04	48.52
P07-04506-32	51.88
P07-04508-01	61.36
P07-04753-20	325.26
P07-05215-05	400.20



P07-06374-16 309.45

P08-00017-32 30.93  
P08-00018-21 52.78  
P08-00770-03 172.39  
P08-01420-00 169.10  
P08-01783-10 729.75  
P08-02875-00 230.72  
P08-04047-65 203.29  
P08-04049-45 84.82  
P08-06268-01 86.86  
P08-06423-10 28.19  
P08-06425-28 110.81  
P08-07101-00 562.63  
P08-07280-00 193.97  
P08-07590-00 806.06  
P08-07845-00 323.36  
P08-09280-25 100.44  
P08-09280-87 71.75  
P08-09380-50 108.65  
P08-09811-05 93.26  
P08-10039-03 189.34  
P08-12200-06 35.81  
P08-12298-00 154.35  
P08-12317-13 136.05  
P08-12317-18 60.74  
P08-13385-00 714.25

P09-00964-15 88.93  
P09-00965-40 64.63  
P09-00965-60 171.26  
P09-00965-90 86.27  
P09-01015-00 184.80  
P09-01018-00 659.75  
P09-01033-48 119.25  
P09-01090-01 324.75  
P09-01601-10 67.78  
P09-01624-04 128.13  
P09-01624-10 99.88  
P09-02162-60 1074.20  
P09-02265-50 1427.56  
P09-02781-55 648.30  
P09-02841-75 905.68  
P09-02873-00 65.00  
P09-03390-55 389.57  
P09-03391-00 180.54  
P09-03696-00 31.21  
P09-03760-01 131.00  
P09-04125-00 384.80  
P09-04253-00 1417.79  
P09-04276-93 584.30  
P09-09447-50 34.96  
P09-09457-19 259.60  
P09-09930-00 41.81

P09-10147-15	50.40
P09-10147-20	313.28
P09-10600-00	1934.03
P09-10957-00	7.65
P09-11219-00	33.42
P09-11584-03	131.92
P09-13370-05	88.10
P09-13490-00	713.66
P09-13581-00	5.18
P09-13630-00	165.44
P09-14808-00	413.79
P09-14809-01	363.30
P10-13100-00	61.36
P10-52300-00	2001.00
P10-53200-10	183.34
P11-04408-00	115.56
P11-15314-10	297.24
P11-52200-00	770.40
P11-57456-00	202.60
P12-00103-26	432.91
TOTAL:	\$58,022.26

RTOFFS85

## WRITEOFFS 1986

ACCOUNT NUMBER	TAX BALANCE
P01-03240-00	63.25
P01-04600-00	166.06
P01-11310-00	92.26
P01-11330-00	2966.54
P01-14590-00	138.93
P01-15680-00	106.67
P01-19160-00	58.01
P01-24380-00	286.20
P01-30640-00	429.30
P01-30990-00	106.67
P01-37140-00	343.44
P02-00960-00	167.72
P02-02220-00	120.98
P02-04050-05	426.27
P02-07240-02	92.86
P02-07242-09	132.30
P02-08540-00	1021.94
P02-09420-00	215.31
P02-19300-00	395.71
P02-21420-00	2582.53
P02-22720-00	785.34
P02-23340-00	122.96
P02-23760-01	651.15
P02-24660-00	123.52
P02-24960-00	711.42
P02-25120-20	148.10
P02-27176-00	490.86
P02-28460-00	161.34
P03-00020-00	197.21
P03-01054-00	225.44
P03-01395-00	572.40
P03-01459-50	286.20
P03-02935-01	317.63
P03-03530-28	185.67
P03-03815-10	127.89
P03-09164-00	203.34
P03-14726-56	122.97
P03-16142-03	27.36
P03-16660-02	94.25
P03-17040-00	286.20
P03-19800-00	429.30
P03-20378-02	92.86
P03-27850-00	572.40
P03-29051-46	987.89
P03-29051-47	184.01

P04-00900-00	87.34
P04-04957-02	173.24
P04-12405-00	92.86
P04-13560-00	297.17
P04-15160-00	106.67
P04-16205-01	203.29
P04-19997-00	787.55
P04-20960-00	245.60
P04-21705-00	285.65
P04-22250-00	92.86
P04-23529-00	120.76
P04-27480-15	76.85
P04-27710-00	105.57
P04-29300-00	159.65
P04-32040-00	106.67
P04-41110-00	100.87
P04-42030-00	72.70
P04-42110-06	122.97
P04-45395-01	343.44
P04-45535-05	223.73
P04-45640-01	98.39
P04-49465-00	74.79
P04-53390-10	120.48
P04-56805-28	126.29
P04-59105-00	393.78
P04-59538-00	454.91
P04-59549-28	2181.98
P04-59877-00	481.02
P04-60118-04	72.70
P04-60118-79	921.54
P04-60580-05	151.42

P05-00182-60	166.44
P05-00183-51	470.76
P05-00304-15	150.87
P05-00527-50	251.50
P05-00640-50	153.35
P05-01640-00	59.94
P05-04530-00	255.82
P05-05315-00	410.80
P05-06980-00	427.01
P05-10640-04	275.16
P05-12141-00	488.93
P05-17355-00	486.54
P05-21620-10	2306.90
P05-26330-00	719.27
P05-27440-00	610.56
P05-29205-00	283.44
P05-33115-01	318.59
P05-37820-02	286.20
P05-38180-00	2372.70
P05-39720-20	328.81
P05-40366-00	453.72

P06-01660-00	163.85
P06-03010-00	486.54
P06-06375-00	2232.36
P06-14475-00	284.82
P06-15190-00	1162.10
P06-18860-00	312.97
P06-19120-00	214.95
P06-19220-00	903.18
P06-19360-00	465.28
P06-23124-00	410.42
P06-23227-00	801.36
P06-23300-00	801.36
P06-29350-00	4579.20
P06-30180-00	114.44
P06-36430-00	3855.42
P06-41300-00	144.51
P06-42995-00	715.50
P06-44620-05	170.20
P06-45070-03	114.63
P06-45100-00	3064.73
P06-46227-03	92.86
P06-46595-00	43.73
P06-47010-73	1242.35
P06-47200-00	244.77
P06-48020-00	453.42

P07-00340-02	66.04
P07-00499-05	109.44
P07-01005-00	143.63
P07-01570-00	61.90
P07-03058-04	1061.51
P07-03058-05	2333.03
P07-03950-26	444.11
P07-04103-20	947.92
P07-04103-75	2862.00
P07-04440-00	63.12
P07-04440-05	423.78
P07-04505-35	148.10
P07-04506-32	148.10
P07-04580-15	260.20
P07-04752-16	230.96
P07-05027-00	351.16
P07-05276-02	5194.85
P07-05340-00	364.04
P07-05930-00	1104.90
P07-06111-00	2823.99
P07-06220-00	74.94
P07-09270-00	557.40

P08-00018-21	210.93
P08-00445-00	92.86
P08-00770-03	380.67
P08-00771-03	118.68

P08-01401-45	238.71
P08-01401-46	90.88
P08-01420-00	377.25
P08-01432-20	64.83
P08-01529-15	389.79
P08-01783-93	136.24
P08-02875-00	229.77
P08-06268-01	482.81
P08-06368-23	74.31
P08-06425-28	188.97
P08-06426-23	25.65
P08-06914-82	303.27
P08-07101-00	575.42
P08-07590-00	1354.18
P08-07845-00	331.48
P08-08680-12	193.52
P08-09280-25	117.16
P08-09380-50	130.56
P08-09811-05	117.16
P08-10031-90	3612.70
P08-12200-06	86.63
P08-12286-00	1961.10
P08-12317-15	131.09
P08-13385-00	729.75

P09-00964-80	381.00
P09-00965-90	92.86
P09-00969-30	127.87
P09-00990-00	92.67
P09-01018-00	268.94
P09-01090-01	369.30
P09-01597-75	120.48
P09-01601-10	73.53
P09-01624-04	137.06
P09-01624-10	120.48
P09-02162-60	812.31
P09-02265-50	1594.44
P09-02781-55	692.55
P09-02841-75	946.28
P09-03391-10	123.25
P09-03391-65	150.87
P09-03500-00	92.86
P09-03696-00	1337.69
P09-03760-01	175.72
P09-04125-00	457.92
P09-04235-00	3491.64
P09-04276-93	589.42
P09-05348-10	858.60
P09-05834-00	576.17
P09-08940-00	561.35
P09-08940-02	1922.45
P09-08940-05	850.78
P09-09003-10	78.75
P09-09115-15	340.13

P09-10147-15	120.03
P09-10147-20	287.39
P09-10236-70	73.02
P09-10885-05	194.50
P09-11485-05	365.66
P09-12130-00	93.13
P09-13399-20	1022.93
P09-13630-00	221.53
P09-14650-01	97.92
P09-14808-00	461.39
P09-14809-01	438.09
P10-00603-00	102.26
P10-00606-00	85.68
P10-03905-00	70.22
P10-53200-10	196.44
P11-04408-00	134.29
P11-04414-00	316.64
P11-05623-00	343.44
P11-05808-00	283.43
P11-15314-00	111.09
P11-15314-10	478.26
P11-52200-00	858.60
P12-00103-26	1319.18
P13-62595-00	3258.89

TOTAL:	\$122,148.53
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## WRITEOFFS 1987

ACCOUNT NUMBER	TAX AMOUNT
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P01-08860-06	94.54
P01-09960-00	1483.00
P01-10800-15	1021.50
P01-10815-00	1323.73
P01-11720-20	297.41
P01-14530-00	1608.86
P01-24900-00	393.65
P01-25820-00	88.98
P01-29640-00	236.52
P01-35680-08	62.29

P02-04060-00	904.58
P02-06100-00	118.64
P02-07242-09	72.08
P02-09540-00	333.88
P02-10240-00	405.75
P02-22610-00	227.90
P02-24960-00	3326.23
P02-25120-10	74.15
P02-25120-20	158.30
P02-28205-00	118.64
P02-29620-00	1749.10
P02-30030-06	21.87

P03-00863-00	555.24
P03-01019-30	325.38
P03-01458-41	1942.04
P03-01505-00	1072.51
P03-02940-00	383.51
P03-16420-00	296.60
P03-22056-90	220.80
P03-27500-00	819.41
P03-28660-08	962.37

P04-15160-00	113.81
P04-15660-00	134.66
P04-20960-00	263.00
P04-22620-00	441.22
P04-27710-00	112.63
P04-29300-00	181.44
P04-38647-00	443.00
P04-39714-10	149.70
P04-40100-19	991.61
P04-41110-00	107.59
P04-43223-00	399.53
P04-45535-05	260.93
P04-52180-00	251.23
P04-58300-00	82.16
P04-58300-10	1258.78
P04-59153-15	1249.68



P04-59549-50	2108.53
P04-60730-00	438.97
P05-00183-51	526.94
P05-06190-02	114.49
P05-21604-45	244.70
P05-35640-02	395.08
P05-38336-04	22.21
P05-40320-00	183.14
P05-40967-00	236.98
P06-16420-00	674.52
P06-30180-00	247.28
P06-36430-00	5051.49
P06-46595-00	140.89
P07-00340-02	70.58
P07-00400-91	53.01
P07-03393-00	215.25
P07-03900-50	102.84
P07-04391-00	98.98
P07-04433-30	648.08
P07-04440-00	386.42
P07-04756-30	470.89
P07-04756-56	323.65
P07-06220-00	857.30
P07-06440-05	111.44
P08-00445-00	98.98
P08-01401-45	299.69
P08-01401-46	181.00
P08-02875-00	288.37
P08-05103-90	1508.04
P08-05115-00	533.58
P08-06193-50	497.20
P08-07101-00	556.39
P08-07590-00	1436.65
P08-09380-50	151.25
P08-12200-54	147.86
P08-12286-00	1970.16
P08-15881-50	45.76
P09-00007-50	2602.08
P09-00965-90	98.98
P09-01004-00	209.11
P09-01018-00	307.28
P09-01597-75	128.64
P09-02500-00	247.28
P09-02841-64	228.50
P09-03696-00	1433.02
P09-05836-00	205.76
P09-08760-00	463.89
P09-08891-00	229.88
P09-08894-00	342.36

P09-08900-05	213.45
P09-09452-40	4505.82
P09-09460-00	216.47
P09-10256-00	328.99
P09-10407-30	1070.37
P09-10477-00	548.57
P09-11000-01	138.01
P09-12130-00	109.04
P09-14809-40	97.42
P10-11163-00	121.02
P10-13105-00	74.15
P10-13106-00	74.15
P10-13107-01	74.15
P11-04414-00	339.15
P11-07510-00	118.64
P11-07600-48	148.30
P11-53507-10	148.30
P11-76510-05	105.59
P11-76600-02	1995.78
P12-00650-03	50.34
TOTAL:	\$65,503.17

1RTOFFS87

Meeting Date JUN 20 1991

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Resolution for Endorsement of HB 3559

BCC Informal \_\_\_\_\_ (date) BCC Formal June 6, 1991 (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Larry Nicholas TELEPHONE 248-3636

PERSON(S) MAKING PRESENTATION Larry Nicholas, Susie Lahsene

ACTION REQUESTED:

// INFORMATIONAL ONLY // POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Resolution to endorse HB 3559; a 2¢ increase in Motor Vehicle Fuel Tax for the next four years to meet projected long-term transportation needs.

TABLED

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER [Signature]

(All accompanying documents must have required signatures)

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 12 PM 3:17  
MULTI-NOMIN COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Expressing Support for )  
HB 3559, Increasing Motor Vehicle Fuel )  
Tax and use Fuel Tax, 2¢/gallon each )  
year for four (4) years )  
\_\_\_\_\_ )

R E S O L U T I O N

WHEREAS, The Oregon Roads Financing Committee, representing the State of Oregon, the thirty-six counties and the large and small cities of Oregon, has recently completed a new statewide update on a long-term program to improve Oregon's road and bridge infrastructure; and

WHEREAS, the study shows some priority needs are being met, however, long-term program objectives are not; and

WHEREAS, the long-term objectives are not being met due to the continuing inadequacy of funds to meet growth demands, the maintenance backlog and the impact of inflation on improvement costs; and

WHEREAS, the long-term objectives of the program in 1986 remain critical to the economies of Oregon cities, counties and the state; and

WHEREAS, the state, cities and counties have made significant commitment to improving major roads and bridges in both urban and rural areas of the state to ensure communities statewide are able to capitalize on economic development and tourism opportunities; and

WHEREAS, counties, cities and the state propose over the next four (4) years to reduce the costs of future road repairs and reconstruction by making less costly maintenance and capacity improvements;

NOW THEREFORE BE IT RESOLVED, that the Multnomah County Board of Commissioners supports the recommendations of the Oregon Road Finance Committee and that the 1991 session of the Oregon legislature be requested to approve HB 3559 which provides for a 2¢ per gallon increase over the next four (4) years (1992-1995) and an equivalent increase in the weight-mile tax.

Approved the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

REVIEWED:

\_\_\_\_\_  
Gladys McCoy, Chair  
Board of County Commissioners

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By \_\_\_\_\_

8848V  
5/22/91

## House Bill 3559

Sponsored by Representative CALOURI; Representatives BARNES, BAUMAN, BRIAN, BURTON, CARTER, CEASE, FORD, HUGO, JOSI, MANNIX, MASON, MEEK, NAITO, NOVICK, WHITTY, Senators BRADBURY, BRENNEMAN, CEASE, COHEN, DUFF, FAWBUSH, HAMBY, J. HILL, OTTO, PHILLIPS, SHOEMAKER, SMITH (at the request of Oregon Transportation Commission)

### SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Increases motor vehicle fuel tax and use fuel tax two cents per gallon in each of next four years. Makes corresponding increases in weight-mile tax, road use assessment fees and certain heavy vehicle registration fees. Changes formula for allocation of moneys to cities and counties beginning in 1994.

### A BILL FOR AN ACT

Relating to vehicles; creating new provisions; amending ORS 319.020, 319.530, 366.508, 366.524, 767.820, 767.825, 803.420 and 818.225; and repealing ORS 366.507.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** (1) On and after January 1, 1992, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 22 cents per gallon.

(2) On and after January 1, 1993, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 24 cents per gallon.

(3) On and after January 1, 1994, the license tax described in ORS 319.020 (1)(b) shall be computed on the basis of 26 cents per gallon.

**SECTION 2.** On January 1, 1995, section 1 of this Act is repealed and ORS 319.020 is amended to read:

319.020. (1) Subject to subsections (2) to (4) of this section, in addition to the taxes otherwise provided for by law, every dealer engaging in the dealer's own name, or in the name of others, in the first sale, use or distribution of motor vehicle fuel or aircraft fuel or withdrawal of motor vehicle fuel or aircraft fuel for sale, use or distribution within areas in this state within which the state lacks the power to tax the sale, use or distribution of motor vehicle fuel or aircraft fuel, shall:

(a) Not later than the 25th day of each calendar month, render a statement to the division of all motor vehicle fuel or aircraft fuel sold, used, distributed or so withdrawn by the dealer in the State of Oregon as well as all such fuel sold, used or distributed in this state by a purchaser thereof upon which sale, use or distribution the dealer has assumed liability for the applicable license tax during the preceding calendar month.

(b) Except as provided in ORS 319.270, pay a license tax computed on the basis of [20] 28 cents per gallon on the first sale, use or distribution of such motor vehicle fuel or aircraft fuel so sold, used, distributed or withdrawn as shown by such statement in the manner and within the time provided in ORS 319.010 to 319.430.

(2) When aircraft fuel is sold, used or distributed by a dealer, the license tax shall be computed on the basis of three cents per gallon of fuel so sold, used or distributed, except that when aircraft fuel usable in aircraft operated by turbine engines (turbo-prop or jet) is sold, used or distributed, the

1 tax rate shall be one-half of one cent per gallon.

2 (3) In lieu of claiming refund of the tax paid on motor vehicle fuel consumed by such dealer in  
3 nonhighway use as provided in ORS 319.280, 319.290 and 319.320, or of any prior erroneous payment  
4 of license tax made to the state by such dealer, the dealer may show such motor vehicle fuel as a  
5 credit or deduction on the monthly statement and payment of tax.

6 (4) The license tax computed on the basis of the sale, use, distribution or withdrawal of motor  
7 vehicle or aircraft fuel shall not be imposed wherever such tax is prohibited by the Constitution or  
8 laws of the United States with respect to such tax.

9 **SECTION 3.** (1) On and after January 1, 1992, the excise tax described in ORS 319.530 shall be  
10 imposed at the rate of 22 cents per gallon.

11 (2) On and after January 1, 1993, the excise tax described in ORS 319.530 shall be imposed at  
12 the rate of 24 cents per gallon.

13 (3) On and after January 1, 1994, the excise tax described in ORS 319.530 shall be imposed at  
14 the rate of 26 cents per gallon.

15 **SECTION 4.** On January 1, 1995, section 3 of this Act is repealed and ORS 319.530 is amended  
16 to read:

17 319.530. To compensate this state partially for the use of its highways, an excise tax hereby is  
18 imposed at the rate of [20] 28 cents per gallon on the use of fuel in a motor vehicle. One hundred  
19 cubic feet of fuel used or sold in a gaseous state, measured at 14.73 pounds per square inch of  
20 pressure at 60 degrees Fahrenheit is taxable at the same rate as a gallon of liquid fuel.

21 **SECTION 5.** (1) On January 1, 1992:

22 (a) The tax rate shown in ORS 767.820 that was in effect on January 1, 1991, as increased by  
23 the amount shown in sections 3 and 4, chapter 865, Oregon Laws 1989, shall be further increased  
24 by \_\_\_\_\_ percent, rounded to the nearest one-half mill for the mileage based tables.

25 (b) The alternate flat fee amount for each category of vehicle described in ORS 767.825 that was  
26 in effect on January 1, 1991, as increased by the amount shown in sections 3 and 4, chapter 865,  
27 Oregon Laws 1989, shall be further increased by \_\_\_\_\_ percent, rounded to the nearest five  
28 cents.

29 (c) The road assessment fee established by ORS 818.225 that was in effect on January 1, 1991,  
30 as increased by the amount shown in sections 3a and 4a, chapter 865, Oregon Laws 1989, shall be  
31 further increased by \_\_\_\_\_ percent, rounded to the nearest one-half cent.

32 (2) On January 1, 1993:

33 (a) The tax rate shown in ORS 767.820 that was in effect on January 1, 1991, as increased by  
34 the amount shown in sections 3 and 4, chapter 865, Oregon Laws 1989, and subsection (1) of this  
35 section, shall be further increased by \_\_\_\_\_ percent, rounded to the nearest one-half mill for the  
36 mileage based tables.

37 (b) The alternate flat fee amount for each category of vehicle described in ORS 767.825 that was  
38 in effect on January 1, 1991, as increased by the amount shown in sections 3 and 4, chapter 865,  
39 Oregon Laws 1989, and subsection (1) of this section, shall be further increased by \_\_\_\_\_ percent,  
40 rounded to the nearest five cents.

41 (c) The road assessment fee established by ORS 818.225 that was in effect on January 1, 1991,  
42 as increased by the amount shown in sections 3a and 4a, chapter 865, Oregon Laws 1989, and sub-  
43 section (1) of this section, shall be further increased by \_\_\_\_\_ percent, rounded to the nearest  
44 one-half cent.

1 (3) On January 1, 1994:

2 (a) The tax rate shown in ORS 767.820 that was in effect on January 1, 1991, as increased by  
3 the amount shown in sections 3 and 4, chapter 865, Oregon Laws 1989, and subsection (2) of this  
4 section, shall be further increased by \_\_\_\_\_ percent, rounded to the nearest one-half mill for the  
5 mileage based tables.

6 (b) The alternate flat fee amount for each category of vehicle described in ORS 767.825 that was  
7 in effect on January 1, 1991, as increased by the amount shown in sections 3 and 4, chapter 865,  
8 Oregon Laws 1989, and subsection (2) of this section, shall be further increased by \_\_\_\_\_ percent,  
9 rounded to the nearest five cents.

10 (c) The road assessment fee established by ORS 818.225 that was in effect on January 1, 1991,  
11 as increased by the amount shown in sections 3a and 4, chapter 865, Oregon Laws 1989, and sub-  
12 section (2) of this section, shall be further increased by \_\_\_\_\_ percent, rounded to the nearest  
13 one-half cent.

14 **SECTION 6.** On January 1, 1995, ORS 767.820, is amended to read:  
15 767.820.  
16

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17 MILEAGE TAX RATE TABLE "A"

18 Declared Combined	18 Fee Rates
19 Weight Groups	19 Per Mile
20 (Pounds)	20 (Mills)
21 26,001 to 28,000	21 [44.0] _____
22 28,001 to 30,000	22 [46.5] _____
23 30,001 to 32,000	23 [48.5] _____
24 32,001 to 34,000	24 [51.0] _____
25 34,001 to 36,000	25 [53.0] _____
26 36,001 to 38,000	26 [55.0] _____
27 38,001 to 40,000	27 [57.0] _____
28 40,001 to 42,000	28 [59.0] _____
29 42,001 to 44,000	29 [61.0] _____
30 44,001 to 46,000	30 [63.0] _____
31 46,001 to 48,000	31 [65.0] _____
32 48,001 to 50,000	32 [67.0] _____
33 50,001 to 52,000	33 [69.5] _____
34 52,001 to 54,000	34 [72.0] _____
35 54,001 to 56,000	35 [75.0] _____
36 56,001 to 58,000	36 [78.0] _____
37 58,001 to 60,000	37 [81.0] _____
38 60,001 to 62,000	38 [85.0] _____
39 62,001 to 64,000	39 [89.0] _____
40 64,001 to 66,000	40 [93.0] _____
41 66,001 to 68,000	41 [98.0] _____
42 68,001 to 70,000	42 [104.0] _____
43 70,001 to 72,000	43 [110.0] _____
44 72,001 to 74,000	44 [116.0] _____

1	74,001 to 76,000	[122.0] _____
2	76,001 to 78,000	[127.0] _____
3	78,001 to 80,000	[132.0] _____

4 AXLE-WEIGHT MILEAGE TAX RATE TABLE "B"

5	Declared Combined			Number of Axles					
6	Weight Groups			5	6	7	8	9 or	
7	(Pounds)			(Mills)			more		
8	0	to	80,000	[134.0]	122.0	115.0	111.0	106.0]	<hr/>
9	80,001	to	82,000	[139.0]	125.0	117.0	113.0	108.0]	<hr/>
10	82,001	to	84,000	[145.0]	128.0	120.0	115.0	110.0]	<hr/>
11	84,001	to	86,000	[152.0]	132.0	123.0	118.0	112.0]	<hr/>
12	86,001	to	88,000	[160.0]	136.0	126.0	121.0	114.0]	<hr/>
13	88,001	to	90,000	[170.0]	141.0	129.0	124.0	116.0]	<hr/>
14	90,001	to	92,000	[181.0]	148.0	133.0	126.0	118.0]	<hr/>
15	92,001	to	94,000	[193.0]	156.0	137.0	129.0	121.0]	<hr/>
16	94,001	to	96,000	[206.0]	165.0	142.0	133.0	124.0]	<hr/>
17	96,001	to	98,000	[175.0]	147.0	137.0	127.0]		<hr/>
18	98,001	to	100,000	[187.0]	153.0	142.0	130.0]		<hr/>
19	100,001	to	102,000			[159.0]	147.0	133.0]	<hr/>
20	102,000	to	104,000			[166.0]	152.0	136.0]	<hr/>
21	104,001	to	105,500			[174.0]	157.0	140.0]	<hr/>

23 SECTION 7. On January 1, 1995, ORS 767.825 is amended to read:

24 767.825. (1)(a) In lieu of other fees provided in ORS 767.815, carriers engaged in operating motor  
 25 vehicles in the transportation of logs, poles or piling may pay annual fees for such operation com-  
 26 puted at the rate of [five dollars and seventy cents] \_\_\_\_\_ for each 100 pounds of declared  
 27 combined weight.

28 (b) Any carrier electing to pay fees under this method may, as to vehicles otherwise exempt from  
 29 taxation, elect to be taxed on the mileage basis for movements of such empty vehicles over public  
 30 highways whenever operations are for the purpose of repair, maintenance, servicing or moving from  
 31 one exempt highway operation to another.

32 (2) The annual fees provided in subsections (1), (4) and (5) of this section may be paid on a  
 33 monthly basis. Any carrier electing to pay fees under this method may not change an election during  
 34 the same calendar year in which the election is made, but may be relieved from the payment due  
 35 for any month on a motor vehicle which is not operated. A carrier electing to pay fees under this  
 36 method shall report and pay these fees on or before the 10th of each month for the preceding  
 37 month's operations. A monthly report shall be made on all vehicles on the annual fee basis including  
 38 any vehicle not operated for the month.

39 (3)(a) In lieu of the fees provided in ORS 767.805 to 767.815, motor vehicles with a combined  
 40 weight of less than 46,000 pounds that are being operated under a permit issued under ORS 767.030  
 41 may pay annual fees for such operation computed at the rate of [four dollars and forty cents]  
 42 \_\_\_\_\_ for each 100 pounds of declared combined weight.

43 (b) The annual fees provided in this subsection shall be paid in advance but may be paid on a  
 44 monthly basis on or before the first day of the month. A carrier may be relieved from the fees due



1 for any month during which the motor vehicle is not operated for hire if a statement to that effect  
2 is filed with the commission on or before the fifth day of the first month for which relief is sought.

3 (4)(a) In lieu of other fees provided in ORS 767.815, carriers engaged in the operation of motor  
4 vehicles equipped with dump bodies and used in the transportation of sand, gravel, rock, dirt, debris,  
5 cinders, asphaltic concrete mix, metallic ores and concentrates or raw nonmetallic products,  
6 whether crushed or otherwise, moving from mines, pits or quarries may pay annual fees for such  
7 operation computed at the rate of *[four dollars and forty cents]* \_\_\_\_\_ for each 100 pounds  
8 of declared combined weight.

9 (b) Any carrier electing to pay fees under this method may, as to vehicles otherwise exempt for  
10 taxation, elect to be taxed on the mileage basis for movements of such empty vehicles over public  
11 highways whenever operations are for the purpose of repair, maintenance, servicing or moving from  
12 one exempt highway operation to another.

13 (5)(a) In lieu of other fees provided in ORS 767.815, carriers engaged in operating motor vehicles  
14 in the transportation of wood chips, sawdust, barkdust, hog fuel or shavings may pay annual fees for  
15 such operation computed at the rate of *[twenty dollars and fifty cents]* \_\_\_\_\_ for each 100  
16 pounds of declared combined weight.

17 (b) Any carrier electing to pay under this method may, as to vehicles otherwise exempt from  
18 taxation, elect to be taxed on the mileage basis for movement of such empty vehicles over public  
19 highways whenever operations are for the purpose of repair, maintenance, service or moving from  
20 one exempt highway operation to another.

21 **SECTION 8.** On January 1, 1995, ORS 818.225 is amended to read:

22 818.225. (1)(a) In addition to any fee for a single-trip nondivisible load permit, a person who is  
23 issued the permit or who operates a vehicle in a manner that requires the permit is liable for pay-  
24 ment of a road use assessment fee of *[five]* \_\_\_\_\_ cents per equivalent single-axle load mile trav-  
25 eled. As used in this subsection, "equivalent single-axle load" means the relationship between actual  
26 or requested weight and an 18,000 pound single-axle load as determined by the American Association  
27 of State Highway and Transportation Officials Road Tests reported at the Proceedings Conference  
28 of 1962. The Highway Division may adopt rules to standardize the determination of equivalent  
29 single-axle load computation based on average highway conditions.

30 (b) If the road use assessment fee is not collected at the time of issuance of the permit, the  
31 Highway Division shall bill the permittee for the amount due. The account shall be considered de-  
32 linquent if not paid within 60 days of billing. If road use assessment fees billed to a motor carrier  
33 subject to ORS chapter 767 are not paid before the account becomes delinquent, the division shall  
34 assign the amount due to the Public Utility Commission for collection.

35 (c) The miles of travel authorized by a single-trip nondivisible load permit shall be exempt from  
36 taxation under ORS chapter 767.

37 (2) The Highway Division by rule may establish procedures for payment, collection and  
38 enforcement of the fees and assessments established by this chapter.

39 **SECTION 9.** (1) On January 1, 1992, registration fees for vehicles described in ORS 803.420 (10)  
40 that weigh at least 8,001, pounds, but less than 26,001 pounds, shall be increased by \_\_\_\_\_ per-  
41 cent, rounded to the nearest five dollars.

42 (2) On January 1, 1993, registration fees for vehicles described in ORS 803.420 (10) that weigh  
43 at least 8,001 pounds, but less than 26,001 pounds, shall be increased by \_\_\_\_\_ percent, rounded  
44 to the nearest five dollars.

(3) On January 1, 1994, registration fees for vehicles described in ORS 803.420 (10) that weigh at least 8,001 pounds but less than 26,001 pounds, shall be increased by \_\_\_\_\_ percent, rounded to the nearest five dollars.

**SECTION 10.** On January 1, 1995, ORS 803.420 is amended to read:

803.420. This section establishes registration fees for vehicles. If there is uncertainty as to the classification of a vehicle for purposes of the payment of registration fees under the vehicle code, the division may classify the vehicle to assure that registration fees for the vehicle are the same as for vehicles the division determines to be comparable. The registration fees for the vehicle shall be those based on the classification determined by the division. The fees described in this section are for an entire registration period for the vehicle as described under ORS 803.415, unless the vehicle is registered quarterly. The division shall apportion any fee under this section to reflect the number of quarters registered for a vehicle registered for a quarterly registration period under ORS 803.415. The fees are payable when a vehicle is registered and upon renewal of registration. Except as provided in ORS 801.041 (3) and 801.042 (7), the fee shall be increased by any amount established by the governing body of a county or by the governing body of a district, as defined in ORS 801.237 under ORS 801.041 or 801.042 as an additional registration fee for the vehicle. The fees for registration of vehicles are as follows:

(1) Vehicles not otherwise provided for in this section or ORS 820.580 or 821.320, \$30.

(2) Mopeds, \$9.

(3) Motorcycles, \$9.

(4) Government-owned vehicles registered under ORS 805.040, \$2.

(5) State-owned vehicles with regular registration plates registered under ORS 805.045, \$2 on registration or renewal.

(6) Undercover vehicles registered under ORS 805.060, \$2 on registration or renewal.

(7) Antique vehicles registered under ORS 805.010, \$30.

(8) Vehicles of special interest registered under ORS 805.020, \$45.

(9) Electric vehicles as follows:

(a) The registration fee for an electric vehicle not otherwise described in this subsection is \$60.

(b) The registration fee for electric vehicles that have two or three wheels is \$30. This paragraph does not apply to electric mopeds. Electric mopeds are subject to the same registration fee as otherwise provided for mopeds under this section.

(c) The registration fees for the following electric vehicles are the same as for comparable nonelectric vehicles described in this section plus 50 percent of such fee:

(A) Motor homes.

(B) Commercial busses.

(C) Vehicles registered as farm vehicles under ORS 805.300.

(D) Vehicles required to establish registration weight under ORS 768.011 or 803.430.

(10) Motor vehicles required to establish a registration weight under ORS 768.011 or 803.430, and commercial busses as provided in the following chart, based upon the combined gross weight submitted in the weight certificate prepared under ORS 765.013 or 803.435:

Weight in Pounds		Fee
8,000 or less		\$ 15
8,001 to 10,000 [245]		_____

1	10,001	to	12,000 [255]	_____
2	12,001	to	14,000 [260]	_____
3	14,001	to	16,000 [265]	_____
4	16,001	to	18,000 [275]	_____
5	18,001	to	20,000 [285]	_____
6	20,001	to	22,000 [290]	_____
7	22,001	to	24,000 [300]	_____
8	24,001	to	26,000 [305]	_____
9	26,001	to	28,000	120
10	28,001	to	30,000	125
11	30,001	to	32,000	135
12	32,001	to	34,000	140
13	34,001	to	36,000	150
14	36,001	to	38,000	155
15	38,001	to	40,000	165
16	40,001	to	42,000	170
17	42,001	to	44,000	180
18	44,001	to	46,000	185
19	46,001	to	48,000	190
20	48,001	to	50,000	200
21	50,001	to	52,000	210
22	52,001	to	54,000	215
23	54,001	to	56,000	220
24	56,001	to	58,000	230
25	58,001	to	60,000	240
26	60,001	to	62,000	250
27	62,001	to	64,000	260
28	64,001	to	66,000	265
29	66,001	to	68,000	275
30	68,001	to	70,000	280
31	70,001	to	72,000	290
32	72,001	to	74,000	295
33	74,001	to	76,000	305
34	76,001	to	78,000	310
35	78,001	to	80,000	320
36	80,001	to	82,000	325
37	82,001	to	84,000	335
38	84,001	to	86,000	340
39	86,001	to	88,000	350
40	88,001	to	90,000	355
41	90,001	to	92,000	365
42	92,001	to	94,000	370
43	94,001	to	96,000	380
44	96,001	to	98,000	385

1	98,001	to	100,000	390
2	100,001	to	102,000	400
3	102,001	to	104,000	405
4	104,001	to	105,500	415

5

6

7 The weight of a camper shall not be considered as a load in determining the weight of a motor ve-  
 8 hicle that may be subject to this subsection.

9 (11)(a) Motor vehicles with a registration weight of more than 8,000 pounds that are described  
 10 in ORS 767.022, that are operated by a charitable organization as described in ORS 767.025 (15) or  
 11 that are certified under ORS 822.205, as provided in the following chart:

12

13	Weight in Pounds			Fee
14	8,001	to	10,000	\$ 50
15	10,001	to	12,000	60
16	12,001	to	14,000	65
17	14,001	to	16,000	75
18	16,001	to	18,000	80
19	18,001	to	20,000	90
20	20,001	to	22,000	95
21	22,001	to	24,000	105
22	24,001	to	26,000	110
23	26,001	to	28,000	120
24	28,001	to	30,000	125
25	30,001	to	32,000	135
26	32,001	to	34,000	140
27	34,001	to	36,000	150
28	36,001	to	38,000	155
29	38,001	to	40,000	165
30	40,001	to	42,000	170
31	42,001	to	44,000	180
32	44,001	to	46,000	185
33	46,001	to	48,000	190
34	48,001	to	50,000	200
35	50,001	to	52,000	210
36	52,001	to	54,000	215
37	54,001	to	56,000	220
38	56,001	to	58,000	230
39	58,001	to	60,000	240
40	60,001	to	62,000	250
41	62,001	to	64,000	260
42	64,001	to	66,000	265
43	66,001	to	68,000	275
44	68,001	to	70,000	280

1	70,001 to	72,000	290
2	72,001 to	74,000	295
3	74,001 to	76,000	305
4	76,001 to	78,000	310
5	78,001 to	80,000	320
6	80,001 to	82,000	325
7	82,001 to	84,000	335
8	84,001 to	86,000	340
9	86,001 to	88,000	350
10	88,001 to	90,000	355
11	90,001 to	92,000	365
12	92,001 to	94,000	370
13	94,001 to	96,000	380
14	96,001 to	98,000	385
15	98,001 to	100,000	390
16	100,001 to	102,000	400
17	102,001 to	104,000	405
18	104,001 to	105,500	415

19

20 (b) The owner of a vehicle described in paragraph (a) of this subsection must certify at the time  
 21 of registration, in a manner determined by the division by rule, that the motor vehicle will be used  
 22 exclusively as described in ORS 767.022, 767.025 (15) or 822.210.

23 (12) Trailers registered under permanent registration, \$10.

24 (13) Fixed load vehicles as follows:

25 (a) If a certificate of weight described under ORS 803.435 is submitted establishing the weight  
 26 of the vehicle at 3,000 pounds or less, \$30.

27 (b) If no certificate of weight is submitted or if the weight of the vehicle is in excess of 3,000  
 28 pounds, \$75.

29 (14) Trailers for hire that are equipped with pneumatic tires made of an elastic material and that  
 30 are not travel trailers, mobile homes or trailers registered under permanent registration, \$15.

31 (15) Trailers under ORS 805.130, for a special five-year registration as follows:

32 (a) A \$15 fee for the first 12 months of the five-year period and a bond in such sum as the ad-  
 33 ministrator deems reasonable and adequate in the circumstances with sufficient surety, conditioned  
 34 that the owner will pay a \$15 fee at the beginning of each 12-month period; or

35 (b) A \$75 fee for the entire five-year period.

36 (16) Travel trailers, campers and motor homes as follows, based on length as determined under  
 37 ORS 803.425:

38 (a) For lengths 6 to 10 feet, \$36.

39 (b) For travel trailers or campers over 10 feet in length, \$36 plus \$3 a foot for each foot of  
 40 length over the first 10 feet.

41 (c) For motor homes over 10 feet in length, \$56 plus \$3 a foot for each foot of length over the  
 42 first 10 feet.

43 (17) Special use trailers as follows, based on length as determined under ORS 803.425:

44 (a) For lengths 6 to 10 feet, \$30.

(b) For special use trailers over 10 feet in length, \$30 plus \$3 a foot for each foot of length over the first 10 feet.

(18) Fees for vehicles with proportional registration under ORS 768.007, or proportioned fleet registration under ORS 768.009, are as provided for vehicles of the same type under this section except that the fees shall be fixed on an apportioned basis as provided under the agreement established under ORS 768.005.

(19) For any vehicle that is registered under a quarterly registration period, a minimum of \$15 for each quarter registered plus an additional fee of \$1.

(20) In addition to any other fees charged for registration of vehicles in fleets under ORS 805.120, the division may charge the following fees:

(a) A \$2 service charge for each vehicle entered into a fleet.

(b) A \$1 service charge for each vehicle in the fleet at the time of renewal.

(21) The registration fee for vehicles with special registration for disabled veterans under ORS 805.100 is a fee of \$15.

(22) The registration fee for mobile homes is as provided in ORS 820.580.

(23) Subject to subsection (19) of this section, the registration fee for motor vehicles registered as farm vehicles under ORS 805.300 is as follows based upon the combined gross weight given in the certificate of weight submitted under ORS 803.435:

Weight in Pounds	Fee
8,000 or less	\$ 15
8,001 to 10,000	30
10,001 to 12,000	35
12,001 to 14,000	45
14,001 to 16,000	50
16,001 to 18,000	60
18,001 to 20,000	65
20,001 to 22,000	75
22,001 to 24,000	80
24,001 to 26,000	90
26,001 to 28,000	95
28,001 to 30,000	105
30,001 to 32,000	110
32,001 to 34,000	120
34,001 to 36,000	125
36,001 to 38,000	135
38,001 to 40,000	140
40,001 to 42,000	150
42,001 to 44,000	155
44,001 to 46,000	165
46,001 to 48,000	170
48,001 to 50,000	180
50,001 to 52,000	185
52,001 to 54,000	190

1	54,001	to	56,000	200
2	56,001	to	58,000	210
3	58,001	to	60,000	215
4	60,001	to	62,000	220
5	62,001	to	64,000	230
6	64,001	to	66,000	240
7	66,001	to	68,000	245
8	68,001	to	70,000	250
9	70,001	to	72,000	260
10	72,001	to	74,000	265
11	74,001	to	76,000	275
12	76,001	to	78,000	280
13	78,001	to	80,000	290
14	80,001	to	82,000	295
15	82,001	to	84,000	305
16	84,001	to	86,000	310
17	86,001	to	88,000	320
18	88,001	to	90,000	325
19	90,001	to	92,000	335
20	92,001	to	94,000	340
21	94,001	to	96,000	350
22	96,001	to	98,000	355
23	98,001	to	100,000	365
24	100,001	to	102,000	370
25	102,001	to	104,000	380
26	104,001	to	105,500	385
27				

---

(24) The registration fee for school vehicles registered under ORS 805.050 is \$7.50.

**SECTION 11.** On January 1, 1994, ORS 366.524 is amended to read:

366.524. The taxes collected under ORS 319.020, 319.530, 767.820, 767.825, 803.420 and 818.225 and the moneys collected under ORS 137.303 (6) shall be allocated [24.38] \_\_\_\_\_ percent to counties under ORS 366.525 and [15.57] \_\_\_\_\_ percent to cities under ORS 366.800.

**SECTION 12.** On January 1, 1995, ORS 366.524 is amended to read:

366.524. The taxes collected under ORS 319.020, 319.530, 767.820, 767.825, 803.420 and 818.225 and the moneys collected under ORS 137.303 (6) shall be allocated [24.38] \_\_\_\_\_ percent to counties under ORS 366.525 and [15.57] \_\_\_\_\_ percent to cities under ORS 366.800.

**SECTION 13.** ORS 366.508 is amended to read:

366.508. (1) The Legislative Assembly finds that:

(a) Estimated highway, road and street revenues from current sources will not adequately meet the need for continued development of a state-wide road and bridge system that is economically efficient, provides accessibility to and from commercial, agricultural, industrial, tourist and recreational facilities and enhances the highway safety, environmental quality and land use goals of this state;

(b) Responsibility for the cost of the highway, road and street system should be proportional and

1 should be based on the number and types of vehicles that use the system and on the frequency of  
2 their use; and

3 (c) Expansion, modernization, maintenance, repair, reconstruction, increased capacity and en-  
4 hanced safety on all roads and bridges is crucial to the economic revitalization of Oregon.

5 (2) The Legislative Assembly declares that the purpose of this section and ORS 319.020, 319.530,  
6 [366.507,] 366.524, 366.542, 366.790, 767.820 and 767.825 is:

7 (a) To enhance the revenue base for the state, counties and cities for continued development and  
8 maintenance of the road and bridge system; and

9 (b) To enhance the revitalization of this state's economy by implementing a long-term plan for  
10 the state, counties and cities that establishes priorities for road and bridge improvements.

11 **SECTION 14.** ORS 366.507 is repealed.  
12

---





## GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse  
1021 S.W. Fourth Avenue  
Portland, Oregon 97204  
(503) 248-3308

### M E M O R A N D U M

TO : Office of the Board Clerk  
FROM : Chair's Office  
DATE : June 19, 1991  
RE : Agenda Item R-6

The State Legislature passed HB 3559 today. As such, the Board does not need to take any action on the Resolution (R-6).

The submitting Department recommends removing this item from the agenda.

7406G



# NOTICE TO TAXING DISTRICTS

ORS 308.225

OREGON DEPARTMENT OF REVENUE  
Cartographic Unit  
955 Center Street, NE  
Salem, OR 97310  
Phone No. 378-3381

APPROVED AS PER  
ORS 308.225

AUG 13 1991

This is to notify you that your boundary  
change in MULTNOMAH County, for

Planned Dissolution of The  
Central Co Service Dist.  
For sewer FO 2953

## DESCRIPTION & MAP

Central Co Service Dist No. 3  
MULTNOMAH Co. Commissioner  
MULTNOMAH Co Courthouse  
Portland OR 97204

has been:

☒ Received 8-5-91

☒ Approved 8-12-91

☐ Disapproved (see notes)

Notes: \_\_\_\_\_

*Bob Parkman*

## FOR MAPPING UNIT AND ASSESSOR USE ONLY

Department of Revenue file number: 26-544-91

Boundary: ☐ Change ☐ Proposed change ☒ Planned change

The change is for:

- ☐ Formation of a new district
- ☐ Annexation of a territory to a district
- ☐ Withdrawal of a territory from a district
- ☒ Dissolution of a district
- ☐ Transfer
- ☐ Merge

- ☒ Description
- ☒ Map

BOARD OF  
COUNTY COMMISSIONERS  
1991 AUG 19 AM 9:17  
MULTNOMAH COUNTY  
OREGON

Received from: PMBC

Meeting Date JUN 20 1991  
 Agenda No.: R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Central County Service District No. 3  
 BCC Informal \_\_\_\_\_ (date) \_\_\_\_\_ BCC Formal \_\_\_\_\_ (date) \_\_\_\_\_  
 DEPARTMENT Environmental Services DIVISION Transportation  
 CONTACT Dick Howard TELEPHONE Ext. 3599  
 PERSON(S) MAKING PRESENTATION Dick Howard

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This is to set a date for election for dissolution of Central County Service District No. 3.

*7/1/91 certified copy to Michael Cox/Elections;  
 copy to Dick Howard*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

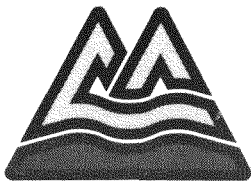
Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

CLERK OF  
 COUNTY COMMISSIONERS  
 1991 JUN 12 PM 3:19  
 MULTNOMAH COUNTY  
 OREGON

3706V/8597V9(25)



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION DIVISION  
1620 S.E. 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

May 31, 1991

Board of County Commissioners  
604 County Courthouse  
Portland, Oregon 97204

RE: Central County Service District No. 3

Dear Commissioners:

Resolutions of Dissolution of Central County Service District No. 3 have been filed by the Board of County Commissioners with the Portland Metropolitan Area Local Government Boundary Commission for public hearing and decision.

Upon approval by the Boundary Commission, an election will be required to determine whether the voters of the district will approve the dissolution.

We, therefore, recommend that an election be conducted at the earliest possible date.

Very truly yours

PAUL YARBOROUGH  
Director  
Dept. of Environmental Services

PY/RTH/js  
Encl.: Board Order

8597V(24)

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
AS THE GOVERNING BODY OF  
CENTRAL COUNTY SERVICE DISTRICT NO. 3

In the Matter of Setting a Date for                    )  
Election to Consider the Dissolution                )  
of Central County Service District                 )  
No. 3    )  
ORDER  
91-87

The above-entitled matter is before the Board, sitting as the governing body of Central County Service District No. 3, a county service district organized under provisions of 451.010 et seq., Oregon Revised Statutes, which was organized for the purpose of providing sanitary sewerage service; and

It appearing to the Board that because services heretofore provided by the District can more economically be furnished the District's clients by the city of Portland, Resolutions of Dissolution have been filed with the Portland Metropolitan Area Local Government Boundary Commission for investigation and public hearing; and

It appearing to the Board that on approval by the Boundary Commission, an election is required, pursuant to provisions of ORS 198.935;

IT IS THEREFORE ORDERED that an election to consider dissolution of Central County Service District No. 3 be conducted at the earliest possible date after the Portland Metropolitan Area Local Government Boundary Commission approves the plan of dissolution; and

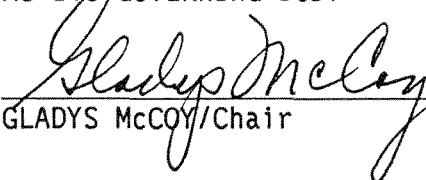
IT IS FURTHER ORDERED that a copy of this document be furnished to the Director of Elections for Multnomah County, Oregon.

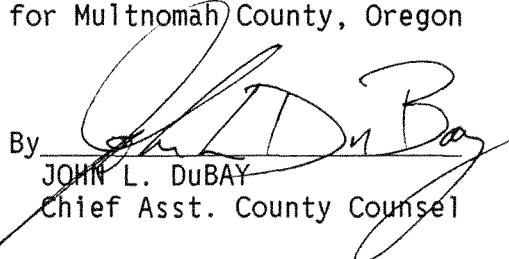
DATED this 20th day of June, 1991.



LAURENCE KRESSEL  
County Counsel  
for Multnomah County, Oregon

CENTRAL COUNTY SERVICE DISTRICT NO. 3  
BY BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
AS ITS GOVERNING BODY

  
GLADYS MCCOY/Chair

By   
JOHN L. DuBAY  
Chief Asst. County Counsel

Meeting Date: JUN 20 1991

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Children & Youth Services Commission 91-93 Comprehensive Plan

BCC Informal \_\_\_\_\_ (date) BCC Formal X \_\_\_\_\_ (date)

DEPARTMENT Human Services DIVISION Social Services

CONTACT Michael Morrissey TELEPHONE 248-3565 Ext. 2095

PERSON(S) MAKING PRESENTATION Bill Prows, Michael Morrissey

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable)

*7/1/91 copy to Michael Morrissey*

This document submitted for approval by the Board of County Commissioners is the 1991-93 Community Children and Youth Services Commission Comprehensive Plan. The Plan is scheduled for review by the State Commission on June 10 and for approval on June 28, 1991.

For the 91-92 fiscal year the Commission is recommending for award almost \$2 million of State Great Start, SRI, Runaway and Homeless, and Juvenile Services dollars. No funds were bid out for the 1991 year.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL \_\_\_\_\_

Or

DEPARTMENT MANAGER Billi Odgaard (ac) Acting Director

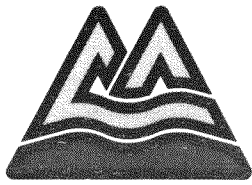
(All accompanying documents must have required signatures)

Substantial Great Start and Juvenile Services funds were awarded in the Fall of 1990 through Requests for Proposal. These programs are recommended for continuation. Through the Commission's process which utilized committee recommendations with substantial planning and community input, the Commission also recommends continued funding of the current SRI and alternative schools programs, the prevention programs funded through Juvenile Services dollars, and continued funding of Runaway and Homeless Youth monies to Harry's Mother. Funding to Harry's Mother, however, is \$23,516 lower due to the reduction in the State allocation to the Runaway and Homeless funding category.

In addition to the funding recommendations, the following areas in the Plan deserve special mention:

- o Cultural Diversity Plan/Non-Grant Recommendations: Inequities in services and access issues for culturally diverse racial and ethnic children and youth and sexual minority youth are addressed throughout the Plan. Many of the non-grant recommendations focus on activities the Commission plans to undertake over the next biennium to assist the community to better serve children and youth from culturally diverse backgrounds and other special populations. To that end, the Commission has selected culturally diverse youth, sexual minority youth, and young women as target populations.

- o System Development: Throughout the Plan you will see references to system development and collaboration. During our public forums we heard repeatedly of the desire for better coordination and system development. The Commission acknowledges the continuing work it will take to fully integrate all of the diverse participants involved in children and youth planning in Multnomah County. However, there is significant desire in Multnomah County to move in this direction, and the Commission is committed to taking a leadership role in doing and advocating for more coordinated planning within the service arena for children and youth.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
SOCIAL AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691  
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY • CHAIR OF THE BOARD  
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER  
GARY HANSEN • DISTRICT 2 COMMISSIONER  
RICK BAUMAN • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## M E M O R A N D U M

TO: Gladys McCoy  
Multnomah County Chair

VIA: Billi Odegaard, Acting Director *Billi Odegaard (w), Acting*  
Department of Human Services

FROM: Gary Smith *DS* Director  
Social Services Division

DATE: June 6, 1991

SUBJECT: Approval of the Community Children & Youth Services  
Commission 1991-93 Comprehensive Plan

**RECOMMENDATION:** Social Services Division recommends Multnomah County Chair and Board approval of the attached Resolution and the Community Children & Youth Services Commission (CCYSC) Comprehensive Plan for the period July 1, 1991 through June 30, 1993.

**ANALYSIS:** For the 1991-92 fiscal year the proposal awards nearly \$2,000,000 of State Great Start, SRI, Runaway and Homeless and Juvenile Services dollars. The funds will be contracted to twenty five local youth services providers as indicated on the attached Resolution.

**BACKGROUND:** Substantial Great Start and Juvenile Services funds were awarded in the fall of 1990 through RFP. The CCYSC recommends the continuation of these programs. Through the CCYSC's process, which utilized committee recommendations with planning and community input, the CCYSC also recommends continued funding of the current SRI and alternative schools programs, the prevention programs funded through Juvenile Services dollars and continued funding of Runaway and Homeless Youth monies to Harry's Mother.

During public forums we repeatedly heard the desire for better coordination and system development. The CCYSC acknowledges the continuing work it will take to fully integrate all of the diverse participants involved in children and youth planning in Multnomah County and is committed to taking a leadership role in bringing about more coordinated planning in this area.

(CWYPOOGR.DOC.10)



FOR MULTNOMAH COUNTY, OREGON

WHEREAS, the State of Oregon Community Children and Youth Services Commission will review for approval, the Multnomah County Children and Youth Services Commission Comprehensive Plan on June 28, 1991; and

NOW THEREFORE, BE IT RESOLVED that the Community Children and Youth Services Commission Comprehensive Plan, beginning July 1, 1991 and ending June 30, 1993, be implemented in compliance with the Community Children and Youth Services Act.

AMOUNT

Janis Youth Program/Harry's Mother	23,279
------------------------------------	--------

JUVENILE SERVICES PROGRAMS

SRI Alternative Schools	87,264
Janis Youth Programs/Harry's Mother	145,115
Open Meadow Commitment Reduction Support Project	50,000
POIC Youth Diversion Education Clinic	50,000
Mainstream	40,000
Urban League Boys Community Project	229,000
Mercy Corps Give Us This Day	70,724
BGAS - Baby Steps	22,750
NARA Youth Adolescent Prevention Program	31,218
Self Enhancement	67,032
Administration, Monitoring & Evaluation	\$203,646
County Indirect on Contracts	10,880



Dated this 20th day of June, 1991

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

BY

Gladys McCoy  
Gladys McCoy, Chair

REVIEWED BY:

Laurence Kressel  
Laurence Kressel  
Multnomah County Counsel

MULTNOMAH COUNTY  
COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION

COMPREHENSIVE PLAN  
JULY 1, 1991 TO JUNE 30, 1993

Department of Human Resources  
Social Services Division  
Youth Program Office

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# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
YOUTH PROGRAM OFFICE  
426 S.W. STARK ST., SIXTH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3565  
FAX NUMBER 248-3379

CHILDREN AND  
YOUTH SERVICES  
COMMISSION

LeRoy Benham, Chair  
Oregon Community Children and Youth  
Services Commission  
510 Center St. NE, Suite #300  
Salem, Oregon 97310

May 16, 1991

Dear Mr. Benham,

I am pleased to submit to the State Commission the Multnomah County Comprehensive Plan for 1991-93. This Plan represents an extraordinary amount of work performed by Commission members, committee members and staff in our first year of operation. During this year the Commission awarded over \$1.3 million in Great Start and Juvenile Services dollars and integrated Student Retention Initiative, Homeless and Runaway and Great Start into the Commission identity. Now, with the completion of this Plan, I can say our Commission has forged a sense of identity, purpose and standing in the community.

The following areas in the Plan deserve special mention:

o Community Input--The Commission reached into many communities far more extensively than ever before as part of several planning processes. An all day forum was held this spring to gather broad input relative to community needs and was very well attended. Community forums were also built into Great Start, Juvenile Services and Youth Service Center (not funded with state dollars) planning. Surveys, some mailed and some distributed through libraries and other manners were also used in the above efforts.

o Award of Funds--No funds were bid out subsequent to the state's issuance of the Planning Guide. As mentioned above, substantial funds were awarded (earlier) this (fiscal) year through Requests for Proposals. All recommendations for funding in this plan were made based on committee recommendations with substantial planning and community input.


o Non-grant Solutions--Many of the non-grant recommendations focus on activities which will assist the Commission and community better serve youth from culturally diverse backgrounds.

o Continuum of Care/System Development--Throughout this Plan you will see references to the continuum of care concept and/or system development. The committee structure of the Commission is based on a continuum of care approach which allows the Commission to plan for youth and children in all aspects of need and development. Throughout our public forums we heard repeatedly of the desire for better coordination and system development and you will find system development is built into virtually each funding stream from Great Start through Homeless & Runaway and SRI.

I hope this Plan will meet with the approval of your Commission. Staff have worked very closely with our regional coordinator and believe we are meeting all your technical and qualitative requirements.

I look forward to discussing the Plan and other matters of mutual concern with you in late June.

Sincerely,

A handwritten signature in cursive script, appearing to read "William D. Prows".

William D. Prows, Chair  
Multnomah County Community Children and Youth Services Commission



CIRCUIT COURT OF OREGON  
FOURTH JUDICIAL DISTRICT  
MULTNOMAH COUNTY COURTHOUSE  
1021 S.W. 4TH AVENUE  
PORTLAND, OREGON 97204

LINDA L. BERGMAN  
JUDGE

DEPARTMENT NO. 11  
[503] 248-3041

May 13, 1991

In accordance with ORS 417.420(4), I have read and approve of the  
Juvenile Service Commission portion of the Community Children and  
Youth Service Commission report.

Linda Bergman  
Chief Juvenile Court Judge  
Multnomah County

LB/kp

## II. INTRODUCTION

The Multnomah County Community and Youth Services Commission (CCYSC) is mandated by State statute to prepare a biennial comprehensive plan for children and youth in Multnomah County, recommend allocation of State grant funds, monitor and evaluate Commission-funded programs, and develop appropriate recommendations for services to children and youth in the County.

In addition to carrying out its statutory responsibility, the CCYSC is the advisory body to the County Youth Program Office. In this role the CCYSC, with the co-approval of the Social Services Division Director and the Department of Human Services Director, and ultimate approval of the Board of County Commissioners, approves the YPO budget and allocates County funds to contractors.

The CCYSC carries out these tasks through the following committee structure.

Executive Committee: Sets agenda for Commission meetings, acts on behalf of Commission in emergency situations, coordinates activities and direction of the full Commission.

Prevention Committee: Promotes services that address the healthy growth and development of children. These services are designed to increase strengths and competencies and work toward an improved quality of life.

Student Retention Initiative Committee: Coordinates with and oversees the efforts of agencies, schools, and organizations to develop a county wide strategy for drop out prevention and reviews programs funded through SRI funds.

Early Access Committee: Targets youth who are experiencing the early stages of problem behavior and who are at risk of further entry into the child welfare, mental health or juvenile justice system.

Intervention Committee: Plans for the needs of high risk youth in Multnomah County with a goal of curtailing their delinquent behavior and reducing their commitment rate to a state training institution.

Coordination and Advocacy Committee: Works as a catalyst for institutional change, program resources and community support on behalf of youth and families in Multnomah County.

Youth Program Office staff provide staffing for these committees and for other CCYSC responsibilities as required..



### THE SCOPE AND MISSION OF THE CCYSC:

The mission of the CCYSC is to enhance child, youth and family development through contracted service delivery, advocacy and planning; to prevent or curtail delinquent behavior and to reduce the need for institutional placement of youth; to promote broad-based local coordination and cooperation in planning and monitoring programs and services; and to advocate for and participate in developing the provision of a continuum of services in Multnomah County from prevention through intervention.

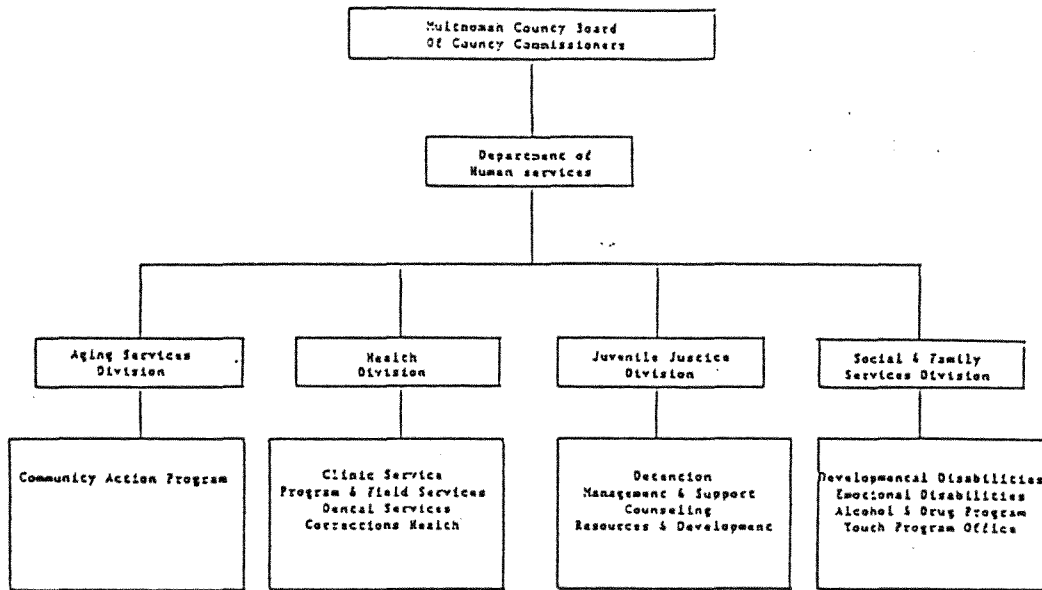
Specifically, the Commission:

- a) provides active leadership in identifying children and youth service needs, determining appropriate service delivery responsibilities, and advocating for children and youth;
- b) serves as an advisory body to the Board of County Commissioners on children and youth issues in Multnomah County;
- c) provides information concerning youth needs and services in Multnomah County to State and County agencies and other interested groups;
- d) monitors and evaluates CCYSC-funded programs and services to determine the extent to which State, County, and Commission objectives are being achieved, and to ensure that public funds are administered in a responsible and appropriate manner;
- e) prepares and adopts periodic youth services plans for the appropriation of funds to local programs and services that are consistent with State, County, and Commission objectives; and
- f) ensures that minority children, youth and families are receiving effective services by involving minority representatives in CCYSC and YPO decision making. Ensures contractor compliance with this objective and with the goals of Equal Opportunity and Affirmative Action.

### MULTNOMAH COUNTY YOUTH SERVICES:

Multnomah County provides, through both direct and contract services, a wide and complex variety of services to children and youth through four different divisions and/or offices. These services are delivered almost exclusively through the Department of Human Services whose administrative structure is shown in Chart 1.

Chart 1



### SCOPE OF COMPREHENSIVE PLAN

This comprehensive plan has been developed within the context of the County which is the most urban, has the largest population and has the greatest variety of youth services in the state. The scope of this plan compared to prior plans has increased immensely with the addition of the new funding streams and planning requirements i.e. Great Start, Student Retention Initiative and Runaway and Homeless.

To accomplish this the Commission, through its committee structures, has involved a much greater segment of the lay and professional communities in its planning, allocation and advocacy activities than in years past..

At the same time the Commission acknowledges the continuing work it will take to create a plan which fully integrates such diverse participants as Leader's Roundtable, Youth Gang Task Force, multiple school districts, Children's Services Division, Tri-County Youth Services Consortium, and United Way of the Columbia Willamette.

There is significant desire in Multnomah County to move in this direction, and the Commission commits itself to moving towards evermore coordinated planning.

### III. COMMUNITY NEEDS

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A. QUESTION: What are the conditions that work for and against the healthy and positive development of children and youth in the County?

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## Conditions That Promote the Healthy Development of Children and Youth:

In the Great Start Plan the Prevention Committee identified four interrelated but distinct categories that addressed the question of what every child needs. These are good health, competent adults, developmental opportunities, and basic needs. The list of needs becomes greater as the child enters the teen years:

Basic needs: Includes nutrition; adequate housing; medical care; clothing; freedom from abuse and violence.

Family/Community: Living in an environment where family members have the interest, ability and time to provide care, attention, stimulation, encouragement, and modeling. Living in communities not ridden with crime and decay, but communities that foster pride and ownership and encourage mutual support.

Developmental Opportunities: Youth require a variety of opportunities--physical, social, intellectual, spiritual, emotional--in order to develop competencies appropriate for each developmental stage.

External Opportunities: Youth need opportunities and meaningful experiences in making decisions and commitments; to have access to information that broadens their perspective; to advocate for and have participation in creating their own agendas; to have constructive contact with adults; to have opportunities to experiment and to learn skills to improve their competency and self confidence.

In addition to these needs, to ensure the wellbeing of children and youth, education systems and other basic institutions which serve them must be adequate and healthy themselves. This requires sufficient resources to respond to a variety of needs the youth and their families may present.

Specific conditions and attitudes in Multnomah County that work for the healthy development of children and youth include:

- Ever growing efforts to create coordinated, multi-disciplinary planning and service delivery systems. Examples are:

Project LUCK which is nationally recognized as being one of the most effective collaborations between agencies and government to plan and provide services to runaway and homeless youth.

The Leaders Roundtable which is also nationally acclaimed for its coordinated planning between private businesses and schools to improve the chances of at risk youth for education, opportunities, and economic advancement.

The Columbia Villa Project which offers the community a multi-disciplinary approach to neighborhood improvement. The Villa has served as an example of targeted social service planning and agency/governmental collaboration.

The CARES Program and the multi-disciplinary team within the District Attorney's office which together provide comprehensive review of child abuse cases and sensitive assessment of abused children.

The Mental Health Partners Project which is a collaborative approach to plan and implement an innovative program for children and youth with serious mental and emotional disorders;

- An increased awareness within the community of issues of racism, heterosexism, and other oppressions and a willingness by many professionals to address these concerns;
- An increase in community action planning efforts, such as the one in East County, to bring the community together to develop long-range plans to meet the needs of children and youth;
- A large core of caring and dedicated people from the business, educational, and professional community to speak out, advocate, and coordinate for children's issues.
- Because Multnomah County is a multi-cultural urban area, children have exposure to other cultures as well as access to a wide variety of culturally diverse experiences.
- Positive acceptance of children with developmental disabilities as members of our community. Most preschool children with developmental disabilities are able to access specialized early intervention services, school aged children are able to receive education in regular public school, and most community decision makers are able to recognize these children as a group whose needs must be addressed.

#### Conditions That Work Against Healthy Development

In order to gain a sense of the present status of children and youth in Multnomah County and to predict what the near future portends, the CCYSC examined overall County demographic trends as well as specific community conditions and attitudes that prevent the healthy and positive development of children and youth.

#### Demographics and Community Trends:

1. Currently about 583,000 people, 21% of Oregon's population, live in Multnomah County. Although the overall population is expected to increase over the next ten years, this growth will occur at a much slower pace than it did in previous decades. And of the four-county, Portland/Vancouver area, Multnomah County will experience the least growth.
2. Based on the 1990 census reports, there are 134,920 children under 18 in Multnomah County. Although the proportion of the total population comprised of children age 0-19 is declining, different age groups are declining at different rates. (See Charts 2 and 3)

Chart 2

### Population of Multnomah County, 1980-2000

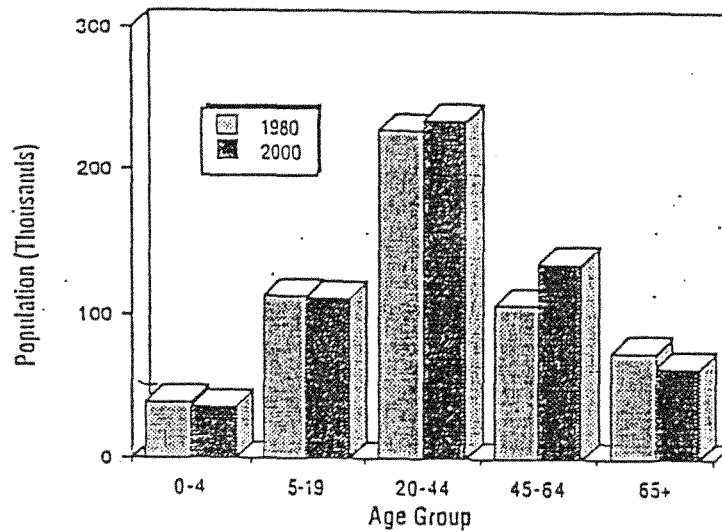
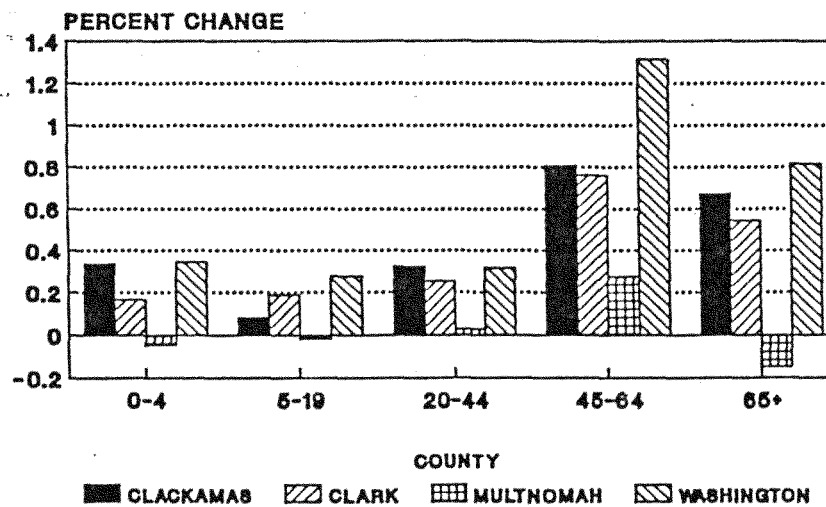


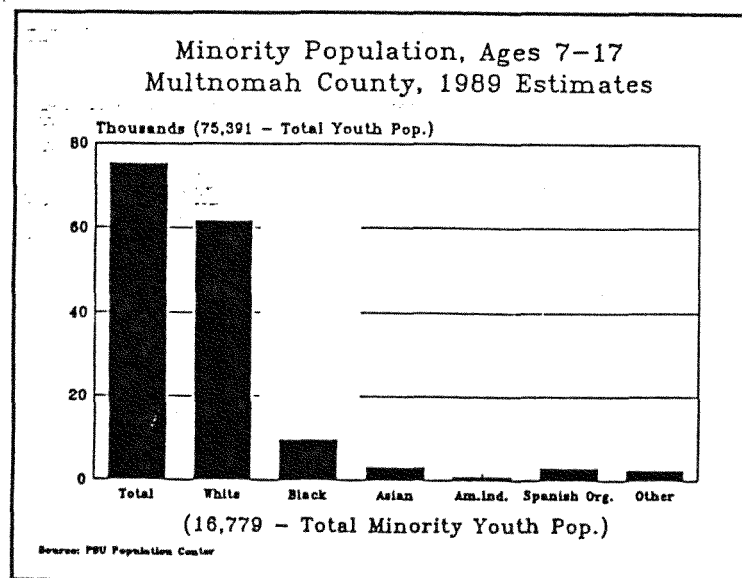
Chart 3

### % CHANGE BY AGE GROUPS 1980 - 2000



- Of the State population of youth age 0-17 Multnomah County youth represent 18.6%. Youth age 19 years and under currently represent approximately 26% of the county population. By the year 2,000 they will be 25% of the population.
  - From 1980-1989 youth age 15-19 dropped 25.3%; children age 5-9 increased by 16%.
  - By the year 2000 the age group 0-4 will be 6.33% of the County population (a decrease of 4.5% since 1980). The age group 5-19 will be 19.09% of the population (a decrease of 1.5% since 1980).
3. The minority population in Multnomah County will continue to increase at a faster rate than the population as a whole.
- From 1980-1987 the minority population increased 30.13% while the percent increase for the entire population was only .8%.
  - Among the youth population age 0-17 minorities represent approximately 21%; in 1980 they were about 15% of the youth population. Estimates for 1989 by ethnicity are: African-American youth are 10%; Asian youth are 4.9%; Native-American youth are 1.3%; youth of Spanish origin are 3.7%\*; other minority youth represent 2.4%. (See Chart 4)

Chart 4



4. Declining birthrates and an aging workforce indicate that there will be a decrease in the number of youth in the work force. Increasingly employers are recognizing this trend and are recruiting "mature workers" from the age group 55+ for placement in a variety of service industry positions. Forecasts also indicate that a greater percentage of new jobs will require some kind of post-secondary training experience. Minority teens will be most affected by these trends since they experience the highest unemployment rate among all populations.
5. More children and youth are living in single-parent families and households. Female headed families are more likely to be poor than two-parent families.
  - In 1980 4,055 or 26.9% of all single female-headed families with related children under the age of 17 lived in poverty.
  - Of all County residents living in poverty in 1980, 28% were children.
6. For 1990 Multnomah County recorded 3,594 formal runaway reports filed or one-third of the State's total incidents, and the police readily acknowledge that these formal reports represent only a fraction of the actual incidence. The number of homeless youth in Multnomah County is estimated at 1,000-1,500 each year, and these numbers have been steadily increasing over the past five years.
  - 57% of the children enrolled in Multnomah County schools are in grades 5-12, the most vulnerable age for runaways. Enrollment projections for Portland Public Schools and other Multnomah County schools show that the student population will grow during the final years of the century.
  - Families account for over 40% of the homeless in Multnomah County
7. Although the pregnancy rate for Oregon teens has decreased in recent years, it is still high.
  - In Multnomah County in 1985 there were 1,721 pregnancies reported for females age 19 and under. Females age 15-17 accounted for approximately 37% of this number.
  - Females age 19 and under accounted for 20.66% of all abortions reported in the County.
  - Teens are 2 1/2 times more likely than older mothers to go without prenatal care and 3 times more likely to wait until the last trimester to seek prenatal care.
8. Violence against and/or involving children is increasing. This includes sexual abuse, physical abuse, child prostitution, domestic violence, gang involvement, and youthful sex offenders.

- In 1989 domestic violence shelters in Washington, Clackamas and Multnomah Counties served 980 children. Over 1,000 women were turned away for lack of space; it's not known how many of these women had children.
- According to the Governor's Task Force on Sex Offenses Against Children, the reported cases of sexual abuse against children involving youth as the perpetrator is increasing. More significantly, the reported incidence where the alleged perpetrator is under age 12 is increasing.
- In 1989, there were 1,497 child abuse cases reported to the Portland Police Bureau, and the Multnomah County Sheriff's Office investigates approximately 300 child sex abuse cases per year.
- There is a rise in the number of child on child abuse cases. Since 1984, the number of victims under age 6 has grown by 90%, and the number of victims age 7 to 12 has grown by 118%.
- In 1990, the Youth Gang Task Force estimated that there were 2,000 youth age 11 to 25 in the Portland metropolitan area who are affiliated with gangs.

9. Substance abuse in families and among youth is still a serious issue.

- There is an estimated 80,000 problem drinkers, alcoholics, and drug dependent people in Multnomah County.
- In 1988, among Portland Public School students one out of five 8th graders and one out of three 11th graders had used illicit drugs one month prior to being surveyed for drug use.
- The number of drug exposed infants has more than tripled since 1985.

CONDITIONS THAT WORK AGAINST THE HEALTHY DEVELOPMENT OF CHILDREN AND YOUTH

At the CCYSC Public Hearing presenters were asked to identify issues concerning children and youth in Multnomah County which in their opinion were most important. The following list of concerns was generated from that testimony and from the most frequently mentioned conditions in many task force reports.

- County has a fragmented service delivery system. There is a lack of coordinated planning and program development, and not enough collaboration among key leaders and policy makers.
- Overburdened Juvenile Justice system, Children's Services Division, and court system. Caseloads are too high, the resources too low, and the resulting chaos - too serious. Overburdened court system often results in no immediate consequences for delinquent behavior and not enough emphasis on accountability for behavior.



- Social service system is not multiculturally competent, literate, or accessible.
- In addition to cultural and physical accessibility issues, there are problems with geographic, economic, and temporal accessibility (services available other than just 9am to 5pm). Many residents in the outlying suburban and rural areas, particularly low-income people and working poor without personal transportation, can not get to services that do exist to meet their needs.
- Lack of a centralized system for screening, referral and tracking of youth in coordination with all public and private agencies.
- Low or no-cost services available tend to be crisis oriented rather than preventative.
- High unemployment rate (particularly for minorities, female-headed single parent families, youth, and developmentally disabled) and insufficient pre-employment, vocational, and job development programs.
- Incidence of AIDS, HIV infection, and other communicable diseases is increasing and increasing faster among minority populations. The rise in drug abuse, prostitution, and number of homeless street youth coupled with insufficient resources increase the probability of these diseases spreading at an even faster rate.
- Inadequate services for young women in general and reluctance of policy makers to focus on and target needs of young women.
- System funds specific services, but not child advocates.
- Few opportunities for youth to participate in decision making and planning efforts because of institutional, attitudinal, and logistical barriers.
- High incidence of homeless families and homeless youth. There is insufficient housing throughout the County to meet the emergency and transitional needs of the homeless, particularly for teen parents. Also, homeless youth don't have a safe place to be 24 hours a day.
- Outpatient mental health, health and alcohol and drug outpatient services are unable to meet the current demand.
- Lack of accessible, high-quality, and affordable child care.
- High population of medically indigent people, and lack of accessible health and dental care.
- Inconsistency and inadequacy among the various law enforcement jurisdictions; juvenile work is lowest priority for Portland Police Department.
- Lack of sufficient and protective foster homes and temporary shelter homes for abused youth and runaway youth.

- Insufficient number of sex offender programs for both the very young and the adolescent offender.
- Insufficient number of family stabilization programs, particularly in culturally diverse communities.

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**B. QUESTION:** (a) How adequate are the types of programs and services that are currently available to support children, youth and families in the county? (b) How adequate and accessible are existing service systems to ethnic, cultural, minority and language differences of children and youth in the county?

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A response to questions regarding the adequacy of service provision engenders a discussion regarding the difference between adequate and ideal levels of services. For the five mandated services, current levels of services are adequate in the sense that they satisfy the requirement; they are not, however, ideal. Within each of the four State funding streams, some service needs are met adequately and others are not. These gaps are discussed in the following sections.

Throughout the system, aside from the issues surrounding simply maintaining current levels of service, there continues to be a need for the expansion of services to meet ever increasing need. With the future direction of Children's Services Division (CSD) towards narrowing their service population, that need will only continue to increase. Continuing questions of access to shrinking resources call into question the reality of ever being able to institute the ideal service provision system. The Commission is fully aware of the differences between adequate and ideal, and continues to explore other options.

Given this, assessment of the adequacy and accessibility of services within the areas of Prevention/Great Start Programs; Early Access/Runaway and Homeless Programs; and Intervention/Juvenile Services Programs is discussed below.

#### Adequacy of Prevention/Great Start Programs

The Prevention Committee's Great Start Plan articulates a philosophy that focuses attention, energy and programs on those conditions that promote the successful and positive development of children. Rather than looking at the problem situations that exist, the Committee chose to define the conditions required by any child in order for healthy growth and development to take place: good health, basic needs met, competent adults, and developmental

opportunities. These conditions are interrelated and one does not take precedence over the other. The process the Committee went through to arrive at these four interrelated conditions is described in the Multnomah County Great Start Plan, pages 39 - 42.

The major condition that works against the provision of the four interrelated conditions is the lack of an infrastructure supporting adequate and accessible services to all segments of the population. This includes such things as:

- lack of community-wide awareness and understanding of the need for services by infants, toddlers and young children;
- lack of understanding of needs and requirements of the youngest age group leading to a lack of consistency in service quality;
- lack of culturally appropriate services, i.e. material is not framed in a manner accessible or usable to all families; this is especially true for non-English speaking families; and
- lack of adequate, reliable financial support for services.

The Great Start Plan describes the beginning steps the Prevention Committee is taking to address the development of a system of services for young children and their families.

The Prevention Committee determined that "adequacy" as a construct was not a workable concept to use as a basis for decision making when initiating human development objectives. Clearly knowing what is out there provided an informational set; but what that inventory more clearly identified was the lack of any system or supports for a system for delivering services. The Committee moved towards identifying operating principles to guide their decision making (described on page 44 of the Great Start Plan):

1. Prevention services are for all children. Great Start services focus on prenatal to six years of age.
2. Services should focus on strengthening the ability of the community to support families and prevent problems from emerging.
3. Children must be seen in the context of the family and surrounding community.
4. It is essential to establish basic core services that are consistent across the county with assurance of ongoing funding.
5. Local decision making and community collaboration are essential to the success of services and programs.
6. Services must be appropriate to the stage of development of the child/family.
7. Services must be culturally responsive.

These principles are based on the following underlying values:

1. Respect for the individual - which means person specific, individualized, culturally responsive services.
2. Holistic view of the individual - which recognizes that assistance must be able to address more than a single focus or area.
3. Collaboration - which recognizes and utilizes the experience and expertise of others for a more comprehensive focus.

The Great Start Plan, Chapter 2 (pages 9 - 35) provides program information, numbers served and supporting narrative addressing the current status in Multnomah County. The Chapter is divided into five sections:

Child Development (child care, headstart, pre-K, early childhood programs, and child care resource & referral). pg. 11 - 16;

Parent Education and Support (parent ed programs, teen parent services), pg. 18 - 20;

Health Services (Multnomah County, Coalition of Community Health Clinics, metropolitan area hospitals, developmental screenings, high risk infant tracking), pg 22 - 26;

Mental Health Services (mental health programs, early intervention services, child abuse prevention & treatment services, children's services division), pg 28 - 33;

Access and Linkage (information & referral systems), pg 35.

The Prevention Committee views the Inventory as a "Snapshot in Time." The impact of Measure 5 will, undoubtedly, change the levels of service as well as increase the need for those services.

#### Adequacy of Services for Runaway and Homeless Youth

It is estimated that approximately 7,000 youth runaway each year in Multnomah County and that 1,000-1,500 youth annually are homeless. The health and social service needs of this population are considerable and complex. And specific sub-populations such as younger homeless youth, homeless teen parents, ethnically diverse youth, youth involved in prostitution, and gay/lesbian youth have unique service needs.

Multnomah County is nationally recognized for having one of the most effective inter-agency collaborative planning and service delivery systems for homeless and runaway youth in the country. This system, created in 1982, is called Project LUCK (Link Up the Community for Kids), and is a project of the Tri-County Youth Services Consortium. LUCK currently consists of 13 agencies

and representatives from Children's Services Division and Multnomah County's Health Division and Youth Program Office.. Despite the fact that the County has one of the most sophisticated service delivery systems in the nation, for a large urban area it is grossly under-resourced for even basic care of its runaway and homeless youth population.

Harry's Mother is the only 24-hour crisis intervention and emergency shelter program in Multnomah County for runaway children who are not under the custody of the state Children's Services Division. Another agency, Boys and Girls Aid Society of Oregon, serves runaways who are under custody of the State and residents of Clackamas and Washington Counties. There is only one emergency shelter for homeless street youth in the entire county, and it can house only 30 youth per night. Transitional housing programs for homeless youth can accommodate approximately 35 youth at any one time.

Children's Services Division will eliminate approximately 1,500 children and families from service in the next two years because they will no longer serve status offenders or other adolescents whose primary problem is "family conflict" (no matter how major the conflict). As service options for youths dry up around the state because preventative services are not available, ever increasing numbers of youth will be on the run or on the streets. Multnomah County runaway and homeless agencies are already seeing a significant increase.

In addition to the sheer pressure of increasing numbers, Multnomah County, and the City of Portland in particular, reflects many factors which impact any major urban area : (1) urban drift tends to draw a higher number of runaway and street youths to Portland from other areas of the state; (2) a major surge in street gangs has resulted in many resources for youths being targeted to more hardened delinquents; (3) the incidence and severity of virtually every type of child/family problem is statistically higher than any other area of the state; and (4) because state resources are typically allocated strictly on a per capita basis, the County is grossly underrepresented in even basic state child welfare services.

In September of 1990 Project LUCK began a collaborative planning process to develop a two-year strategic plan to address the loss of resources and increased client need. The following issues regarding accessibility and adequacy to runaway and homeless youth are being identified in this plan.

#### Adequacy of Services to Runaway Youth:

1. There is a lack of temporary volunteer shelter homes due to: the increased numbers needing services; the fact that no payment is provided to shelter providers for housing; the increase in the severity of problems and acting out behavior of the population.
2. Shelter space for runaways is insufficient. Numbers of youth are increasing; the severity of dysfunction (of the youth and the families) is increasing; youth are leaving home at a younger age; fewer runaways are returning home (40% as compared to 70-80% six years ago); and CSD rarely works with this population because of its need to focus on the most severe and immediate abuse cases.

For every three clients Harry's Mother houses, two are "turned away" on their initial request for housing because there is no shelter space available. (It is important to note that no youth is ever truly turned away. Either contact is maintained with the youth until space becomes available or staff assists the youth in developing an alternate plan that includes a place for them to be). Additional staffing and the addition of another shelter facility, preferably in East Multnomah County, would reduce the stress on the system.

3. Aftercare resources are inadequate. Since less youth are returning home, more emergency and transitional housing options are needed. Other aftercare resources, such as counseling, in-home services, are also needed.
4. Salaries for residential staff are inadequate. This, coupled with the additional stress that comes from an overburdened system, is resulting in high turnover rates. Given the need to create trusting, consistent relationships with this population; high turnover can be considered an inadequacy in service delivery.
5. If a youth calls in crisis and needs emergency transportation, Harry's Mother has limited capability to provide this transportation.
6. The use of an answering service during certain hours limits the immediacy of response and may result in loss of calls.
7. All runaway service providers need ongoing staff training to deliver culturally competent services. Also, makeup of staff needs to better reflect the multicultural composition of the target population, including gay and lesbian staff.

#### Adequacy of Services to Homeless Youth

Prior to addressing specific adequacy and accessibility issues, it is important to discuss two issues that emerged during the LUCK planning sessions because they are integral to the issue of systemwide accessibility.

1. First, the term homeless youth has most often been used to describe downtown street youth - youth who are predominantly white. The majority of services have targeted this population, and service providers within the Project LUCK network are primarily from agencies that serve this population. Demographic reports and data tracking systems usually focus on this population, and most planning efforts target this population.

However, there are many groups of youth within the County who do not have adequate, safe housing for emergency or transitional situations. They include younger homeless youth, teen parents, young children of teen parents, youth living in unsafe environments (such as crack houses), children from other countries who are here with no families, children of refugees and immigrants, and youth from culturally diverse communities (particularly gang affected youth). If "homelessness" is

defined as the lack of safe or adequate housing at any given time, then the number of homeless youth in Multnomah County is significantly higher than white downtown street youth. And the system of services is not presently set up to address the needs of all of these "homeless" children and youth.

2. The term "homelessness" is becoming a pejorative label in our society and becoming a barrier in and of itself. Many youth resist the label and may not seek out services from agencies designated as "homeless" providers; this is particularly true for culturally diverse youth. Also, the words homeless and runaway have different meanings within different culturally diverse populations. This language barrier is a service delivery issue and a coordination issue.

Also, the label "homeless" may obscure the problems that led to the loss of shelter and suggests that an individual's problems will end with the provision of housing. This is certainly not true for a multiple-need population such as homeless youth.

Recognizing this, Project LUCK agencies along with the Youth Program Office have widened their vision and planning scope. Service providers from numerous agencies that serve culturally diverse youth are now part of the planning process. The assessment of adequacy and accessibility has taken on a more comprehensive approach, and language barriers are also being considered.

In addition to the above issues, the most critical needs are in the following areas:

1. Emergency and Transitional Housing: Although the system does have a number of options, many youth do not "fit" the existing options. The current downtown emergency shelter can only house 30 at a time, and it can not accommodate teens with children. Also, it is not appropriate for younger homeless youth, youth that are connected with a neighborhood or culture other than the downtown area, youth who are working and need shelter earlier than 9 pm, and youth who are ill and need 24 hour shelter. Additionally, there is a need for an emergency housing option to prevent homelessness - such as one-time assistance with rent or deposits.

There are several populations of youth who are not adequately served by the current transition programs. Teen parents with children and youth under 16 years of age are two vulnerable populations that are underserved. Homeless teen parents are a unique population because they are both adult and child. They are not adequately served in either adult or youth homeless programs. Drug and alcohol free housing is needed for youth involved in outpatient treatment and for youth coming out of inpatient treatment. Semi-independent and independent living programs that address the needs of culturally diverse youth are needed.

The current system for accessing affordable, permanent housing is not adequate to meet the needs of most youth, particularly youth under the

age of 18. Waiting lists for public housing programs are often so long that youth successfully exiting transitional housing programs cycle back to homelessness because of the time required to access the current system. Additionally, landlords in the community are hesitant to rent to youth.

2. 24 Hour Safety Off The Streets: Currently, there are no downtown day shelters for youth on the weekends and there are gaps in hours of service during the week. Many homeless youth who do not use downtown services have no safe place to stay during the day and/or the weekend.
3. Case Management for Youth Not In Housing Programs: The majority of homeless youth who seek emergency services do not become involved in transitional housing programs; yet the majority of funding for case management services is targeted for youth in housing programs. Additional case management is needed within the system for (a) youth who with some case management could exit street life relatively quickly, (b) youth who have housing but need some case management and support services to remain self-sufficient, and (c) youth who distrust services and are not quite ready to leave the streets but could begin the process through the development of a relationship with a case manager.
4. Expanded Streetwork and Outreach Services for the downtown area and throughout the County is needed. All streetwork and outreach staff need to be trained to deliver culturally competent services, and staff need to be multicultural and bilingual.
5. Health Care, A/D Treatment, Mental Health Services: This population has serious, multiple health care needs and the existing services are inadequate to meet all their needs. There is a lack of normal prevention services, i.e. immunization, basic check-ups, nutrition counseling, dental services, as well as insufficient programs to meet their chronic and/or serious conditions. Additionally, the health care system is service specific and services are provided in multiple locations. This not only deters youth from accessing services, but also creates problems of coordination and follow-up to an already overburdened case management system. All health care providers need training in cultural specific health issues, and bilingual staffing is needed within the system.

In addition to the above issues, the characteristics of the population itself present ongoing accessibility issues.

- (1) they generally don't "present" in traditional ways for service - services often have to be taken to them;
- (2) they don't trust the adult system and don't know how to negotiate the adult system;
- (3) they are not particularly adept at self-assessment and, therefore, don't always know when they need help (this is particularly true regarding health care needs);



- (4) they don't have phones or addresses, and they don't fit into the traditional 9 to 5 delivery system;
- (5) many are minors without a legal voice; they often don't meet the eligibility requirements for many services, or they are involved in illegal activities in order to survive and are afraid to access services; and
- 6) they often use fake names and give fake ages; they come with no money and no insurance to pay for services.

Adequacy of Intervention Programs and Services to Youth At Risk of Commitment to a State Training School

In 1990 the state CCYSC challenged Multnomah County to find ways of reducing the continually-high number of youth it referred to state training schools, with particular attention to the disproportionately high number of African-American males being committed.

This challenge, and the resulting one-year only funds allocation, resulted in the development of creative programming which emphasized community networking, building relationships and promoting collaborations between the County, juvenile justice sytem, the education system, law enforcement and service providers.

Multnomah County has had difficulty reducing annual commitments to the state training schools and staying within its portion of the legislatively managed "cap" which limits the state-wide total to 512 at any one time.

The Commission has traditionally funded programs which had as their goal serving youth prior to (and possibly preventing) a first commitment. The County has averaged roughly 125 commitments a year over the last three years. The number has slowly declined, however, and an encouraging trend is a recent, steeper decline (See Charts 5 and 6).

CHART 5

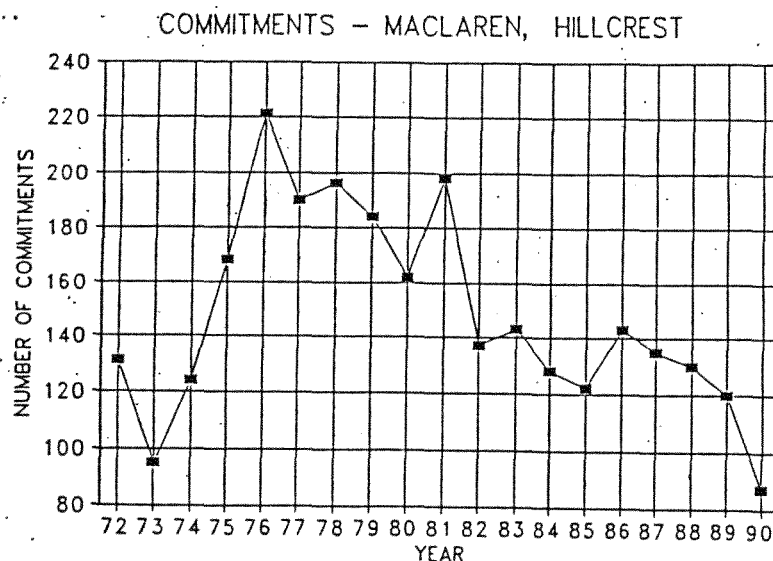


CHART 6

MULTNOMAH COUNTY  
COMMITMENTS TO MACLAREN/HILLCREST

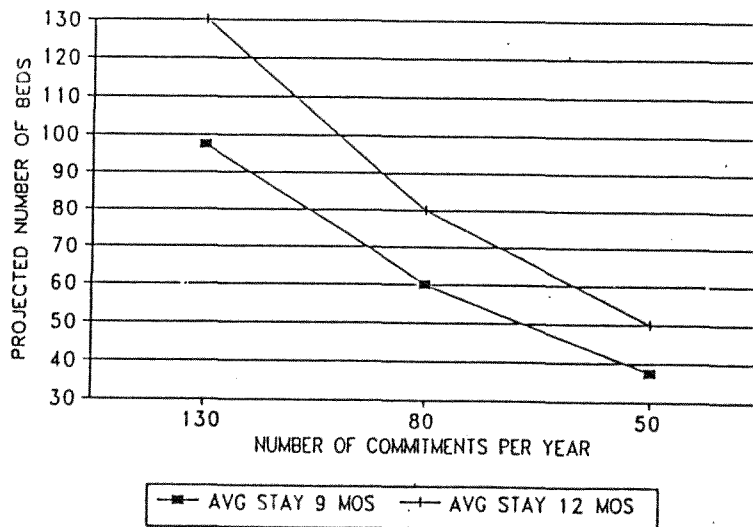
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1988	10	10	16	14	10	6	10	10	12	13	12	7	130
1989	8	8	9	7	14	10	6	14	8	12	11	13	120
1990	11	10	6	12	11	14	9	12	13	14	10	54	187

Source: Report to the Board of County Commissioners, JJD, 3/91.

Annual commitments in turn, given a steady average length of stay in a state training school "hard bed" (which currently averages 9 months), can result in a reduced average daily population of youth in those beds. Multnomah County's allotment of the State cap is 82. Multnomah County's "cap" has been jointly managed by CSD and the County, with the County agreeing to a new lead role in 1990. Paralleling the recent reduction in commitments, the current number of youth in a State facility is approximately 65 and could head lower (See Chart 7).

CHART 7

MULTNOMAH COUNTY COMMITMENT RATE  
PROJECTED NUMBER OF BEDS



As important, given the historical overrepresentation of African- American males in the juvenile justice system, it is worth noting that the percentage of the population has also decreased from more than 45% of commitments in 1989 to less than 40% for the period July to December, 1990. This trend is the result of a decision by the JJD to aggressively move to decrease its commitment numbers while insuring services and interventions were available for at-risk and high-risk youth. This resulted in several new offerings including:

**GRIT (Gang Resource and Intervention Team):** A multi-discipline, targeted response to the increase in gang-involved youth. GRIT combines detention to hold youth accountable, networking with law enforcement, prosecution, schools and community organizations. GRIT provides support to gang-involved youth through skills development services which include anger management, employment and training skills, education alternatives and referrals for family and individual needs, whether alcohol and drug recovery, family counseling or abuse issues;

**AITP (Assessment, Intervention, Transition Program):** This detention-based treatment program was developed to address the problems of youth gangs as well as high-risk youth facing possible commitment to the state training school. AITP focuses on providing each youth with an assessment of needs and strengths, stabilizing behavior, continuing skills development including educational options, and identifying treatment needs. Further, AITP facilitates the transition of youth to appropriate community resources; and.

**House of Umoja:** House of Umoja: A community model of residential programming drawn from and reemphasizing the African-American family model, designed for high-risk, minority, gang-involved males between the ages of 15-18. Primary components of this community-based program include: strong emphasis on family values and the the African-American experience to promote a sense of self; creation of a home environment; acceptance of personal responsibility; emphasis on individual counseling, education and recreation; and employment training and skills building. Further, House of Umoja offers outreach, community networking and resource development for youth who have been identified as gang-impacted but do not require out-of-home placement.

Other services provided to this population of youth are:

**YOUTH GANG OUTREACH:** Funding provides for outreach workers who work with community, businesses, schools, and young people in North, Northeast, and Southeast Portland neighborhoods who are at risk or affected by gang activities. A high profile staff provides referrals to services for youth, job placement information, support to law enforcement and school personnel, and education to parents, school, and community members on gang awareness.

**GENESIS PROGRAM:** Genesis is an alternative school program which serves primarily high-risk, gang-affiliated youth. The program is an important component of the downsizing plan of the county. Genesis accepts all referrals, space permitting. The majority of participants are male (90%) and more than one-half are minorities.

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b. Adequacy and accessibility of services to culturally diverse youth and special needs populations.

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Given the demographic characteristics of Multnomah County and the range and complexity of problems that reflect any large urban area, the Commission recognizes that services not only to culturally diverse children and youth but also to many other special needs populations fall far short of the ideal. There are many populations with special needs. These include but are not limited to: racial and ethnic minorities, teen parents, sexual minorities, physically challenged, emotionally or developmentally disabled children and youth, young women, and substance abusing youth.

The Commission's priority is to work towards developing a continuum of services that is adequate and appropriate to meet the special needs of all children, youth and families in the County. Certain populations, however, because of historic and present day societal discrimination deserve and need a primary focus. Therefore, they have been designated as target populations for the next biennium. These populations are:

- culturally diverse youth
- sexual minority youth
- young women

Additionally, these populations along with young women (in particular teen moms) were mentioned most often at the public hearing and within other task force reports.

#### Culturally Diverse Children and Youth

The needs of culturally diverse children and youth are discussed throughout this document; indeed by virtually every youth planning body in the County - including the Leaders Roundtable, the United Way, the Juvenile Justice Advisory Committee, and the Children's Agenda.

Three reasons contribute heavily to this. First is the fact that culturally diverse children and youth are under-represented in the work force and over-represented in the juvenile justice system, among school drop-outs, and among families living in poverty. Second is the increase in the numbers of culturally diverse people in Multnomah County, and particularly among the youth population. Third is the increase in gang activity within some cultural groups and in certain geographic areas of the County.

The adequacy of services to culturally diverse populations is highlighted throughout this plan, particularly in the Runaway and Homeless and Intervention sections. The Commission is responding to these inadequacies in a number of ways.

Within the past two years, four major conferences , each one focused on a major ethnic youth group, have been sponsored. Each conference was designed to promote understanding and communication among service providers and ethnic communities. Furthermore, specific trainings were offered to improve the skills of those working with culturally diverse youth and to improve the skills of minority agencies which work with public funders and policy makers.

Attention has also been given to the relationship with providers. Service providers are required, by contract, to report on activities to enhance services to racially and culturally diverse clients and to develop a cultural diversity plan.

Attention has also been paid to representation on the Commission itself. Currently there are six minority members including those from Hispanic, African-American, Asian, and American Indian cultures.

Some of the funded programs (see Funding Section) target the needs of culturally diverse youth. In addition to the State funded programs, the Commission also oversees the following County General Funds programs:

**Northeast Neighborhood Coalition:** Provides street and neighborhood outreach to identify and reach youth at risk of gang involvement in an attempt to build relationships and deter youth from gang involvement.

**Youth Resource Desk:** Provides drop-in services, pre-employment training and jobs referral, and alternative education to high risk youth (primarily African-American ) in Northeast Portland.

**Mainstream/Columbia Villa Project:** Provides on-site alcohol and drug outreach, treatment and referral to high risk youth in Northeast Portland.

**Youth in Careers and Culture Project:** Provides a year-round job training and jobs development program for Hispanic youth that is offered in an environment that supports cultural identity.

The Commission intends to continue its efforts to include culturally diverse people in planning and decision making functions. Examples of this are the community process that culminated in the new African-American Male Connection Program and current planning efforts with Project LUCK to develop a new definition and service system for homeless youth that includes all cultural groups and not just downtown street youth (who are predominantly white)..

Currently the Commission has a Cultural Diversity Policy Statement and is in the process of developing a policy that provides an overall philosophy to frame the examination of issues and to guide recommendations and evaluation of efforts. Additionally, the Commission needs to assess language barriers and develop a plan to insure interpretation and translation services for people who need them.

The major areas of focus for the next biennium are:

- Continued leadership and advocacy by the Commission in the area of cultural diversity;

- Continued training in cultural competency for the Commission itself, and all service providers;
- Full Implementation of a Cultural Diversity Policy;
- Continued assessment of barriers that prevent or deter minority community members with gaining access to existing services;
- Continued work with and within culturally diverse communities to create community-based programs; and
- Continued effort to assure that services to address the special needs of culturally diverse children and youth are available as distinct programs and as part of all programs.

### Young Women

The needs of and assessment of the services for at-risk girls and young women in Multnomah County are fully described in two recent reports: Unmet Needs for At-Risk Girls in Multnomah, Clackamas and Washington Counties and Oregon Girls' Advocacy Project (see Bibliography) The Commission concurs with the findings contained in these reports and has adopted their recommendations as part of the non-grant solutions.

There is a critical need for both a more comprehensive, coordinated approach to provide services to this population and for additional funding to address the issues faced by young women.

The Commission currently funds a number of programs through State funding and County general funding that provide services to teen mothers. Some programs are able to provide a full range of services at one location; other programs use extensive linkages and cooperative agreements to provide services. All are struggling with limited resources and support services. Many depend heavily on volunteers, and stable funding for such needed services as childcare is limited. All need additional housing and case management resources.

There are numerous gaps in services for young women. These are listed in the above mentioned reports. Most critical in Multnomah County are:

- services to assist teen mothers;
- free or low-cost treatment options for survivors of sexual, physical, and emotional abuse;
- emergency and transitional housing;
- quality, affordable childcare;
- accessible health services;

- treatment of drug and alcohol addiction; and
- increased coordination and case management services.

### Sexual Minority Youth

There are thousands of young people in Multnomah County who are gay or lesbian or who are struggling with questions about sexual identity. The Commission is concerned about the special needs of this population for several reasons. First, the Commission believes in the dignity of each individual and in the right to equal access to opportunities for all youth. Second, while gay and lesbian youth are vulnerable to a number of serious social and health problems, very few programs or services are available in Multnomah County to address their special needs. Finally, gay and lesbian youth are almost invisible as a minority group, though they may comprise as much as 10% of the population.

There is a growing awareness among educators and service providers in the County of the special issues and needs of this population of young people, and many efforts are in place to address inadequacies in services. In 1989 approximately 80 service providers, educators, members of the religious community formed a Task Force on Sexual Minority Youth. The Task Force has conducted a needs assessment and plans to issue a report in the very near future. Also, Multnomah County has a large gay and lesbian community, particularly within the City of Portland, and they conduct outreach efforts to sexual minority youth. Phoenix Rising, a non-profit social service agency for gay and lesbian adults, offers a support group called "Windfire" to sexual minority teens. Project LUCK offers specialized training on working with high risk gay and lesbian youth, and many providers within the runaway and homeless network have educated themselves and have created specialized services for this population.

Despite the evidence of some change, services for or accessible to sexual minority youth continue to be very limited. Services have been limited in part because of the reluctance of policy makers, program administrators, and providers to identify themselves with and advocate for the concerns of gay and lesbian people. Also, social service agencies may be concerned about generating controversy and may fear a loss of community support as a result of serving gay and lesbian youth.

Most gay and lesbian youth survive adolescence without developing overt social problems that might bring them to the community's attention. Because of the pervasiveness of negative attitudes, however, almost all gay and lesbian youth deal with issues around self-esteem, shame, rejection, and isolation. And gay and lesbian youth or young people unsure of their sexual identity are at disproportionate risk for serious problems such as homelessness, sexual abuse and exploitation, drug and alcohol abuse, depression, and suicide.

- Lesbians, gays and bisexuals are three times more likely to become addicted to alcohol and other drugs than heterosexual peers due to the

harassment and alienation they often experience. Substance abuse increases a young person's risk of being exploited, being involved in accidents, or engaging in unsafe sex.

- A significant number of street youth are gay, lesbian, or bisexual. It is estimated that 30% of Portland's street youth are sexual minority youth. Two factors have been identified as contributing to the homelessness and street involvement of these young people. First, family conflict over a young person's sexual orientation; and second, gay and lesbian youth may turn to the streets as the only arena in which to find partners and/or affirmation of their sexual identity.
- This population has a 2 to 6 times higher incidence of suicide than the general population; in the case of sexual minority youth of color, the incidence is as much as 12 times higher than the general population. Ethnic minority youth may face double discrimination and may be cut off from their ethnic communities because of negative attitudes about homosexuality.
- Sexual minority youth are also frequently victimized by overt violence (40% of teens in a 1988 study reported experiencing physical violence; 61% of this violence occurred in their families). Multnomah County has experienced a rise in hate crimes against all minority populations, including sexual minority people.
- Gay and lesbian youth are at high risk for dropping out of school and for truancy.
- A large proportion of gay youth receive inadequate information about sexual behavior to prevent HIV infection. Further, many initial same sex experiences are highly clandestine due to the social stigma and shame which is attached to homosexual behavior. As a result, many of these initial experiences are unsafe. The fastest growing group of HIV+ cases is among young men aged 25-29, persons who probably contracted the infection in the course of normal adolescent experimentation.

Like their children, parents of gay or lesbian youth also need accurate information and support. Discovering one's child is gay or lesbian often results in a family crisis. Information, counseling and crisis intervention services are often needed to help families through this period.

Because gay and lesbian adults face social and economic discrimination as well, they may be reluctant to identify themselves publicly. Thus, gay and lesbian youth grow up with few role models with whom to identify. The lack of role models enhances the need for information from other sources, particularly from educational programs. Little or no information about sexual identity is available to students through Portland Public Schools or other schools in Multnomah County.



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C. QUESTION: Are the five mandated juvenile services being adequately provided in the County?

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1) 24 Hour Intake:

State Service Description: "24 hour intake screening services means services involving determinations by juvenile department personnel or their designees of the appropriate placement of juveniles taken into temporary custody or otherwise needing assistance and which are accessible to children and their families 24 hours a day, 7 days a week either through face to face evaluation or by telephone communication."

Existing Service Description: The Juvenile Justice Division (JJD) is the primary provider of this service for the County. To ensure 24 hour, 7 day a week access Multnomah County funds Janis Youth Program, Inc.'s Harry's Mother program. Service during working hours is provided through JJD. After 5pm on weekdays, and during weekends an intake worker from Harry's Mother is stationed at the Donald E. Long Home for on-site access to services. Additionally there is telephone access to screening, and family counseling in the early morning hours when no one is on-site. This arrangement maximizes access for young people and their families, and facilitates use of the service.

Adequacy: Existing service is adequate. Harry's Mother and JJD's collaboration ensure 24 hour access as required.

2) Family Crisis Intervention Services

State Service Description: "Availability of counseling and/or conflict mediation services offered/delivered by trained staff to the family, within reasonable time frame after the crisis. Within a reasonable time frame after the crisis would be defined as within 24 hours during the week and 48 hours on weekends and holidays."

Existing Service Description: Multnomah County funds Janis Youth Program, Inc.'s Harry's Mother program to provide this service. Through the maintenance of a 24 hour telephone crisis line access to screening, referral, and family counseling/intervention is available. Harry's Mother also provides formal family mediation services as needed and appropriate. Occasionally services meeting this description are provided by the Youth Service Center System (YSCS), a County funded system of six multi-service centers. However, due to the need for services in a limited time period, the majority of these services are provided through Harry's Mother.

Adequacy: Current services are adequate.

### 3) Diversion from the Juvenile Justice System:

State Service Description: "Services that divert juveniles from the formal juvenile court process (pre-adjudicatory diversion)."

Existing Service Description: Young people have access to pre-adjudicatory diversion through one of three programs: the Youth Service Center System (YSCS), Mainstream Youth Programs, and Harry's Mother. The diversion process occurs at JJD. A police report is submitted to the Intake Supervisor who makes a determination to divert based upon the charges alleged. The designated program is then responsible for contacting the individual young person and his/her family to offer diversion services. Service through diversion is voluntary. If the individual declines services, for whatever reason, the case is returned to JJD. If the young person successfully completes diversion services, they are eligible to have their records expunged of the incident upon reaching majority age.

The YSCS are community-based, multi-service centers geographically located throughout Multnomah County. Centers provide diversion from the juvenile justice system through Neighborhood Accountability Boards (NAB) which provide appropriate consequences for young people as a result of their delinquent actions, counseling, Big Brother/Big Sister, employment, A & D assessment, and a variety of other services. The YSCS is funded primarily by the County with a small source of support from the City of Portland, through intergovernmental agreement.

Services provided by Harry's Mother have been described in previous mandated services and in Section IV (D). Mainstream provides screening, assessment, referral to the most appropriate treatment option, and treatment services for alcohol and drug use/abuse for young people and their families. Mainstream programs are funded through County general funds earmarked for the YSCS, and Juvenile Services Act funds.

Adequacy: The YSCS is, in general, underfunded at this time due to expanded recommendations of service provision as a result of a year long study produced by the CCYSC. Again, as CSD limits the scope of their service population, the YSCS is one of few systems available to be turned to in order to meet the gap created by such limitation. The service provided by Mainstream, in general, seems to be adequate. Some fine-tuning with regard to services provided through the YSCS is needed. The same comments with regard to adequacy of services made earlier also apply here.

A major source of concern is the lack of follow up available to young people who are diverted and who, for whatever reason, fail to complete their required diversion agreement and are returned to the JJD. In order for effective diversion to occur there must be some identified consequence for non-compliance. The fact that diversion decisions are made based upon charges rather than needs assessment has lead to some inappropriate decisions being made. Any efforts to address this disparity will only serve to improve current service provision. In addition, any evaluative information regarding diversion efforts is unreliable without recourse to statistics tracking recidivism rates for those successfully diverted and those not.

#### 4) Alternatives to Detention

State Service Description: "The following services for delinquent youth constitute alternatives to detention:

- Family shelter care (volunteer or paid)
- Professionally staffed shelter/evaluation facilities county or regional
- Home detention
- Other programs that provide lesser restrictive alternatives to detention"

Existing Service Description: Harry's Mother, in addition to the services described in previous mandated services, serves as an alternative to detention in the County. Homeless and/or runaway young people can receive shelter for up to 14 days. Harry's works with the young person and the family to facilitate aftercare arrangements.

Adequacy: Service levels are currently adequate. However, this area in particular is in need of service enhancement. As the definition of eligible juveniles appropriate for detention has narrowed, the need for secure shelter care has increased. Again, CSD limitations of service provision for older young people with dependency needs will only continue to place stress upon the existing service provision. Temporary shelter homes, aftercare resources, and transitional housing are at a critical premium.

#### 5) A Program For Status Offenders

State Service Description: "Programs to provide services to juveniles who are alleged to have committed acts which would not be offenses if committed by adults. The definition of status offenders shall be limited to: runaways; beyond parental control; behavior, conditions, and circumstances; and curfew violation."

Existing Service Description: Services for the defined status offender population are provided by Harry's Mother and the YSCS. Please refer to previous mandated services for detailed descriptions.

Adequacy: The same comments previously outlined within the foregoing mandated services hold true here. There is some need to define service level adequacy for those young people who are caught in their delinquent behavior and referred out to these services, and those who are not caught, are in need of services, and have no mechanism through which to be referred.

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D. QUESTION: How adequate are the programs and services that are currently available to prevent students from dropping out of school?

- a. Report dropout statistics from all school districts.
  - b. Describe existing systems for coordinating dropout prevention including referrals, services and planning
  - c. Describe existing programs aimed at dropout prevention supported by the schools adopted by school boards.
  - d. Provide copies of goals or policies relating to keeping students in school adopted by school boards.
  - e. Describe actions planned for dropout prevention during the next biennium.
  - f. Describe the manner in which the local community children and youth services commission is to participate in planning student retention services.
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a. Drop Out Statistics from all School Districts

See Early Leaver's Report (Appendix ).

b. Existing Systems for Coordinating Drop Out Prevention

Within Multnomah County there are currently two groups that exist specifically for the purpose of collaboration, systems coordination and targeted drop out retention. Those two groups are the CCYSC Student Retention Initiative (SRI) Committee and the Leaders Roundtable, Portland Investment Committee. Both groups have, for a number of years, identified drop out prevention as an integral component of their annual workplan.

The primary consideration of the SRI Committee was the need to bring educational forces together with social service systems. This match enabled a creative and blended approach to problem solving and established a partnership that allowed for enhanced networking opportunities to occur. This relationship between social services and education has served as one of the more positive strategies for keeping young people in school.

The Student Retention Initiative Committee, formed in June 1990, has been responsible for the development of a countywide strategic plan which works to lower the drop out rate for middle school students and therefore increases the number of young people who enter the high school setting. The Committee has worked to develop a common vision and to bridge gaps that exist between individual school systems, and social and youth service programs. To this end the committee adopted the following mission statement and charge:

"The Student Retention Initiative seeks to significantly reduce the drop out rate in an attempt to prepare youth to become productive and self-sufficient adults. Emphasis is also placed on:

- \* Effective coordination and partnerships among participating agencies, schools, public and private organizations, elected officials and citizen interest groups; and
- \* The support of an array of options to enable a local youth population to complete their education.

The Student Retention Committee is charged with the development of a countywide strategy for drop out prevention and the monitoring and review of programs funded through the Student Retention Initiative."

The other primary example of collaboration and coordination of drop out prevention is the Leaders Roundtable. The Roundtable is made up of twenty Portland business, government, and school leaders who work for increased school completion for area students, increased employability, and increased access to jobs for all youth who are at risk or experience barriers to self-sufficiency. Now in year five of a ten year action plan, the Portland Investment Plan has adopted the following goals: 100% of the targeted youth (low-income and ethnic minorities) will complete high school with demonstrated competencies.

These groups serve as planning bodies and do not specifically provide direct client service. In relationship to planning the Leaders Roundtable and Student Retention Initiatives Committee both have a strong active membership with some cross over of the committee participants. Collaboration is achieved through a process of countywide, representative committee membership. Programs funded through these groups are required, as a matter of policy, to work together whenever possible, and to form community, agency, educational, and social service partnerships. The nature of the programs are such that a wide range of services are made available and all programs address the need for healthy development into adult life.

#### c. Existing Programs Aimed at Dropout Prevention

The following list of programs represents an array of program models that all work to address the issues of student retention. This compilation of programs does not, however, represent each and every program available in Multnomah County relative to student support services.

- \* **Bridge:** For Portland School District eighth grade students who are one to four grade levels behind in math and reading. Includes pre-employment training, Summer School basic skills classes, enriched education curriculum and study skills classes.
- \* **Care:** Individualized, alternative program for eleventh and twelfth grade students. Combines half days in regular high school setting with half days in career awareness, language arts, and social studies.
- \* **Comprehensive Summer Youth Employment Program:** Designed for high risk youth between the ages of fourteen and twenty-one who meet low

income eligibility requirements. Youth are placed in subsidized, unsubsidized, work experiences or a combination of work experience and remedial education.

- \* **Financial Services Academy:** Services as a "school within a school" for students at Jefferson High School who have potential for success in the financial services field.
- \* **Outside In Pre-Employment Program:** Provides career exploration, work experience and training to homeless youth between the ages of sixteen and twenty-one.
- \* **Partnership Project:** A school to work transition program for eleventh and twelfth graders at Grant and Marshall High Schools who have a 2.0 GPA, are economically disadvantaged and who have some ability to attend school. Focus on increased self-esteem, work experience and follows the student for one year after graduation.
- \* **The Registry:** Represents a commitment by the business community through recognition of successful students at Jefferson, Grant, Roosevelt, Cleveland, and Madison High School. the program contains four components: job opportunities, monitoring, seminars, and scholarship assistance.
- \* **Self-Enhancement:** Begins with second grade students through grade twelve. Elementary curriculum includes values, human relations, manners, and family dynamics. Middle School curriculum includes peer assessment, communications, wellness, positive mental attitude and pre-employment skills. High school curriculum includes study skills, peer assessment drug and alcohol problem awareness, human sexuality and employability.
- \* **Summer Training and Education Program (STEP):** A summer program helps low-income and under-performing fourteen and fifteen-year-olds. Combines half days of basic skills instruction with half days of work experience. A voluntary school-year support program to reinforce summer gains.
- \* **Student Service Centers:** A case management model within middle schools which utilizes coordinated service delivery and case management to provide educational and social service support to identified at-risk youth and their families.
- \* **Targeted Service Specialist:** This staff position at Grant High School coordinates a continuum of services for at-risk youth, middle school through high school, in the Grant cluster. The specialist works with Portland Investment program operates to facilitate recruitment and coordination of services.
- \* **Teen Parent Programs:** Targeted to pregnant and parenting teens, twelve to twenty one years of age, which work to keep students in school and provides a supportive environment. The programs focus on outreach/support services and vocational educational services.

- \* **Tender Loving Care-Think'n Try (TLC-TNT):** Builds self-esteem in at risk middle school and elementary school students and their families. Provides a combined approach with recreational activities and outreach. Techniques include counseling, non-competitive recreation, summer day camps, homework and family support hot-lines, teacher workshops, mentor programs, pre-employment skills training and family activities.
- \* **Vocational Monitoring Institute:** An alternative program at Grant High School combining vocational/technical training and individualized academic instruction. The program offers juniors and seniors an opportunity to explore and gain skill in a variety of health and service-related occupations in a hospital setting.
- \* **The Youth Employment Institute (YEI):** Serves out-of-school youth between the ages of sixteen and twenty-one, offering basic skills training, GED training and testing, specific skills training, and employment training and assistance.

**Youth In Careers and Culture (YCCP):** A pre-employment training program for Hispanic and Native American youth, ages fourteen to twenty-one, who are economically disadvantaged. The program allows youth to explore career interests and talents while supporting cultural pride and enhancement.

d. Copies of Goals or Policies Relating to Student Retention Adopted by School Boards.

School Boards do not have specific goals or policies relating to student retention. The majority of school districts use the definition outlined in the Board of Education Early Leavers Report.

e. Actions Planned for Drop Out Prevention During the Next Biennium

Both the Student Retention Initiative Committee and the Portland Leaders Roundtable are in the midst of fulfilling long term commitments to drop out strategies and planning. The Roundtable made a ten year commitment to focus on the needs of the economically disadvantaged and minority populations in the community. The Student Retention Initiative Committee prioritized middle school youth, teen mothers, alternative school placements, student support services and blended efforts between the educational system and local social service organizations. Both groups have determined that consistent attention and support of programs that have proven successful would be the best approach to overall program success.

f. CCYSC Participation in Planning Student Retention Services

The CCYSC serves as a fundamental link to community drop out prevention planning through the Student Retention Initiative Committee. The Committee has been the catalyst for Commission discussion around issues of retention and has also been a primary force for school district unity relative to mutual policy development and client tracking systems. The Committee not only stimulates countywide policy conversations, but also plans for programs funded through the Commissions.

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E. QUESTION: What are the priority problems, conditions and service needs of children, youth and families in the county? a. Describe the process used to determine the priorities. b. List the problems, conditions and service needs in order of priority.

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Process Used to Determine Priorities

1. The CCYSC held a public hearing and solicited verbal and/or written testimony from key children and youth task forces, planning groups, government officials, funding organizations, youth, and service providers.
2. Staff to the CCYSC reviewed numerous County needs assessments, task force reports, and planning documents and presented the major priorities and recommendations to the CCYSC for consideration.
3. County demographics on children, youth and general community trends were analyzed.
4. The Prevention, SRI, Early Access, and Intervention Committees of the CCYSC assessed the adequacy of services and prioritized within their respective program areas.
5. The CCYSC held a retreat on April 24, 1991, which was facilitated by an outside facilitator, for the purpose of selecting final priorities, goals and objectives. The Commission the identified funded and non-funded solutions to address these priorities.

PRIORITIES, GOALS AND OBJECTIVES:

As a result of the process described above the Commission chose as its top priority:

PRIORITY: The provision of a continuum of appropriate, effective services for children, youth and families from prevention through intervention.



Goal: Establish policies addressing ethnic and cultural diversity, coordination and collaboration, advocacy, and evaluation.

Objective 1: Develop a workplan.

Objective 2: Work with Social Services Division and Purchasing Division around RFQ process.

Objective 3: Insure infusion of policies into RFP process.

Objective 4: Identify technical assistance needed by programs and develop plan to provide this assistance.

Given the priority of insuring a continuum of services, the Commission chose not to do an overall ranking of committee priorities. Priorities and ranking within each committee area are listed below.

#### Prevention Committee/Great Start Funds:

The process used to determine the focus of the Prevention Committee's effort is fully described in the Great Start Plan, pages 38 - 50. In Multnomah County the emphasis is on system building. Prevention services have been defined (page 43 of the Great Start Plan) and are viewed as the front end of a continuum of service to children and families. The building of a system is a long term process and will proceed, incrementally, over time.

The first emphasis has been on establishing the base of services for the zero to thirty months age group. Several programs were funded on a one time basis in the first funding cycle that contribute to the infrastructure or to the improvement of quality of services. On-going programs address the first prong of system development. The linchpin of that system is the Parent Child Development Centers - programs that provide a comprehensive array of services covering all the designated Great Start areas. It was the recommendation of the Prevention Committee, confirmed by the Commission, that ongoing programs, including the Parent Child Development Centers, be funded through the next biennium. Therefore, there is no issuing of RFP's this biennium.

The Committee's work plan for the coming biennium includes initial plan development for system building with the 31 months to six years age group. This planning will coordinate with existing planning efforts for that age group, including Early Intervention, Headstart, Oregon Pre-Kindergarten, and Child Care.

The focus of effort is on system building. This does not translate well into a prioritization set since a system requires a variety of services in place that insure access to residents throughout the county. Inasmuch as no system exists, but, rather, an assortment of unrelated programs, the first priority and focus is on establishing the base of services for ages zero to thirty months.

PRIORITY: System Development

Goal 1: Establish a system of services with adequate infrastructure support in order to insure stability and consistency over time.

- Objective 1: Continue the development of a foundation of services for the zero to thirty months age group as outlined in the Great Start Plan.
- Objective 2: Begin planning expansion of services to the 31 months to six years of age group.
- Objective 3: Continue the companion programs funded under the Juvenile Services grant for prevention efforts (described in the 1989-91 Juvenile Services Plan).
- Objective 4: Identify incremental age-groupings guiding the long term Prevention Planning effort.
- Objective 5: Encourage and enhance cooperation and coordination between existing programs.
- Objective 6: Continue participation and involvement with other planning groups.

Goal 2: Change community norms to expect and support a system of services for young children and their families.

- Objective 1. Conduct a public education campaign focusing on the private sector.
- Objective 2. Demonstrate efficacy of neighborhood based, comprehensive programs for young children and their families.

Runaway and Homeless Youth/ Mandated Services

PRIORITY 1: Adequate Housing for Runaway and Homeless Youth

Goal 1: Establish adequate 24 hour emergency housing and transitional housing to meet the multiple needs and various populations of runaway and homeless youth.

- Objective 1: Stabilize funding of existing services.
- Objective 2: Increase capacity of housing within runaway network, specifically with the addition of an emergency shelter in East County.

- Objective 3: Encourage and enhance cooperation between public and private agencies with particular emphasis on coordination between downtown service providers and providers in culturally diverse communities.
- Objective 4: Increase funding for emergency and transitional housing of homeless youth.
- Objective 5: Adopt recommendations in Project LUCK Plan.

PRIORITY 2: Drop-In Emergency Services and Case Management for Homeless Youth.

GOAL: 1 Provide a safe place for homeless youth to be 24 hours a day.

- Objective 1: Adopt recommendations in Project LUCK Strategic Plan.
- Objective 2: Provide funding for and/or assist with the development of a plan to involve community in achieving this goal.

GOAL 2: Increase case management capability within system.

- Objective 1: Provide education and advocacy within the community.
- Objective 2: Fund case management for youth not connected to housing programs.

PRIORITY 3: Collaboration and coordination of planning around mandated services and runaway and homeless services.

GOAL 1: Improve collaboration and coordination of planning within the departments of the County and among other planning bodies within the community.

- Objective 1: Continue participation with other planning groups.
- Objective 2: Encourage and enhance cooperation and collaboration between the various County and City departments and between service providers.
- Objective 3: Work with Project LUCK to clarify responsibilities and to develop better coordination.

GOAL 2: Improve diversion follow-up services and provide better accountability within the system.

- Objective 1: Work with the JJAC to promote better diversion follow up and cooperative evaluative efforts.

PRIORITY 4: Prevention of Increased Numbers of Runaway and Homeless Youth

GOAL: Establish ways to prevent the ever-increasing numbers of runaway and homeless youth.

- Objective 1: Explore options with CSD with regard to service limitation.
- Objective 2: Fund expanded service provisions for the YSCS as recommended by Youth Service Center System Study Report.
- Objective 3: Finetune alcohol and drug services along the identified service continuums.

SRI Committee Priorities:

Four priority areas have been recognized by the Student Retention Initiative Committee.

PRIORITY 1: Drop-out prevention strategy targeted for middle school students.

GOAL: To reach students who are experiencing academic failure before they reach their high school years.

- Objective 1: Fund programs that either specifically or primarily support services for middle school youth.
- Objective 2: Support the countywide development of common client tracking systems for middle school youth.

PRIORITY 2: Drop out prevention strategy that incorporates a high degree of student support services.

GOAL: To support student success through the development of a complete systems approach that work cooperatively, and combines education and social service networks together.

- Objective 1: Fund programs that demonstrate a blending of educational and social service programs.
- Objective 2: Support the continued development of cooperative planning through representative Student Retention Committee membership.
- Objective 3: Work with schools and agencies to continue and enhance current referral, service, and client treatment planning methods.

PRIORITY 3: Drop out prevention strategy for teen parents.

GOAL: To provide educational options for parenting teens that not only directs the parent toward educational success and teaches good parenting skills, but also assists in the healthy development of the infant and toddler.

Objective 1: Fund programs that target services toward teen parents.

Objective 2: Work with participating school districts to educate and acknowledge issues, service needs, and educational planning strategies around teen parents.

Objective 3: Review issues of teen parents through the Student Retention Initiative Committee.

PRIORITY 4: Alternative School placements for identified at risk students in the community.

GOAL: To provide an alternative educational environment aside from the traditional educational system that will allow for a supportive and individualized educational package.

Objective 1: Fund Alternative Education Programs within Multnomah County.

Objective 2: Ensure equal access of Alternative Education for students through regional coordination.

Intervention Committee/Juvenile Services Funds:

Despite good efforts and new priorities in 1990, including funding for a multi-provider, community-based diversion project for African-American males and a shelter which emphasizes support and skills development to young women, there are still critical gaps in service availability and delivery. The High-Risk (Intervention) Committee of CCYSC has identified the following areas as those with the greatest need for support and resources to minimize difficulties with at-risk youth. The identified areas, not in priority order, include:

1. Minority youth, with emphasis on Asian youth, Native American youth, Hispanic youth, and white youth.
2. Girls, with emphasis on African-American, Asian, and Hispanic girls, and white girls.
3. Education services, especially for hard-core delinquents whose failure to participate in the educational system further limits their access to much-needed services.

4. Sex Offender Services with emphasis on increasing services to youth under 12, general improvements in overall services, and adequate response to the backlogs and waiting lists within the Juvenile Justice Division and at MacLaren School.
5. Mental health services including earlier assessment, intervention, and treatment offerings for youth.
6. Out of Home Care

Priorities, Goals and Objectives:

PRIORITY 1: To reduce the commitment of youth to the state training schools by developing appropriate services with an emphasis on community based solutions.

GOAL 1: To provide multi-agency services for youth with emphasis on services for African-American males and other minority youth.

Objective: Create new program model which provides inter-agency assessment with services.

GOAL 2: To increase services for girls with emphasis on services for African-American girls and other minority females.

Objective 1: To reach targeted youth.

Objective 2: To identify shelter, transportation, and other support needs for girls.

Objective 3: To increase girls' advocacy efforts.

GOAL 3: To advocate for sufficient and appropriate services to treat sex offending youth with emphasis on increased access and availability.

Objective 1: To insure, at a minimum, funding levels to keep current services stable.

Objective 2: To provide assessment and service for young children who have been sexually abused.

GOAL 4: To develop better coordination between major youth serving institutions.

Objective 1: To maintain communications between JJD and CSD parole.

- Objective 2: To monitor the JJD downsizing plan.
- Objective 3: To insure coordination of educational resources between school districts and the county relative to the needs of delinquent youth.
- Objective 4: To increase slots for out-of-home residential care.

#### IV. SOLUTIONS

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A. QUESTION: What non-grant solutions has the local commission planned for the next biennium and how do they relate to the identified priorities? Please include timelines.

-----

Non-grant solutions primarily address the three target populations discussed in Section III (B) page and address the priorities of developing appropriate, sensitive services to culturally diverse and special needs populations.

#### RACIAL/ETHNIC MINORITIES

1. Develop a Cultural Diversity Policy and Action Plan (including sexual minority youth) that, at the minimum, addresses the following:
  - An overall philosophy to frame the examination of issues and to guide recommendations.
  - Standards for CCYSC and for services/programs funded through CCYSC
  - Development of structure and process to hold CCYSC and service providers accountable to standards.
2. Insure that members of the CCYSC and all funded service providers receive training in issues of racism, heterosexism, classism, sexism, and culturally competent service delivery.
3. Insure that services to address the special needs of culturally diverse populations are available both as distinct programs and as part of programs serving all populations.
4. Continue to advocate for the elimination of all forms of discrimination and oppression in services to youth and families.

5. Assist existing programs or assist in the development of new programs that target culturally diverse youth, and specifically, programs that prevent ethnic minority youth from entering the juvenile justice system.
6. Assist in any current efforts and/or assist in the development of new programs to prevent ethnic minority youth who are already in the juvenile justice system from moving further into the system.
7. Continue to advocate for and develop ways to insure multicultural coordinated planning and collaboration.
8. Develop a uniform local assessment process for CCYSC to follow to assess how well youth from culturally diverse backgrounds are being served.
9. Identify effective program models and encourage replication of these models through funded or non-funded strategies.
10. Work with Multnomah County Social Services Division and Purchasing Division to identify conditions in RFQ and RFP process that deter or prevent small non-profit, community based organizations from qualifying for or receiving funding.
11. Develop a way to increase technical assistance to programs to enable them to deliver culturally competent services and to become organizationally culturally diverse.
12. Insure that all CCYSC funded service providers are able to provide services to non-English speaking people

#### SEXUAL MINORITY YOUTH

1. Advocate and support the development of social services to meet the special needs of gay and lesbian youth. Fund programs for gay and lesbian youth and their families.
2. Ensure that Commission-funded services are accessible, sensitive, and relevant to gay and lesbian youth.
3. Conduct a needs assessment on the adequacy and accessibility of services to gay and lesbian youth in Multnomah County.
4. Ensure that the CCYSC, staff to the CCYSC, and Commission-funded service providers receive training in the issues relevant to gay and lesbian youth.
5. Include the population "sexual minority youth" in all written material, planning, policy making around minority youth.



6. Support the work of the Task Force on Sexual Minority Youth.

#### YOUNG WOMEN

1. Adopt recommendations in Unmet Needs for At-Risk Girls in Multnomah, Clackamas and Washington Counties, and Oregon Girls' Advocacy Project.
2. Insure that all programs funded by CCYSC incorporate gender-specific and gender-appropriate services.
3. Insure that services to address the special needs of minority girls and young women are available, both as distinct programs and as part of programs serving all populations.
4. Develop a solid funding base for a coordinated system of services designed to meet the needs of at-risk girls.
5. Advocate for education and training activities and materials to increase public awareness and assist agencies in serving at-risk girls and young women.
6. Develop strategies to promote policy and system reform to assure equitable use of state and local funds for female juveniles and to reduce the number of girls at risk in Multnomah County.
7. Develop specialized, low-cost or free treatment resources for female victims of abuse, regardless of age.
8. Collaborate with Multnomah County Alcohol & Drug Office for the purposes of developing and funding:
  - prevention, education and treatment programs focusing on women,
  - gender-specific strategies for both prevention and treatment programs,
  - treatment strategies implemented as an integrated part of a continuum of care, rather than a separate and unrelated service,
  - residential and outpatient services for youth, specifically for homeless youth, and with separate strategies/programs for girls and young women,
  - programs that have a child care component.

#### Other Non-Grant Recommendations:

1. Examine barriers to services created by statute and/or Administrative Rule; identify and support legislation and/or strategies to overcome barriers (e.g., categorical funding).

2. Advocate on national and state level for policies and standards that support services to children and their families.
3. Provide leadership in developing public/private partnerships.
4. Explore ways of increasing parental involvement in counseling in runaway cases.
5. Explore ways of providing in-home services for families with runaway youth to increase the percentage of youth returning to the home.
6. Support the creation of a new juvenile court facility.
7. Develop specialized, low-cost or free treatment resources for female and male victims of sexual abuse, regardless of age.

#### Timelines

- 1) The Coordination and Advocacy Committee has been working on a Cultural Diversity Policy this past year. This plan has been submitted to the Steering Committee for review.
- 2) By September 30, 1991 the Steering Committee will have developed an action plan and implementation strategy for the non-grant recommendations. This plan will include priorities, activities, and timelines.
- 3) Review and evaluation of the action plan will occur every six months.

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**B. QUESTION:** How does the local commission plan to reduce the current dropout rate? Include strategies, policies and services recommended.

---

Students need an educational environment that offers a framework for positive personal intellectual and physical growth. The Portland Investment Program, which is a component of the Leader's Roundtable, has spent extensive time reviewing this issue and has recently released a draft report which identifies twelve key elements for student success. The following strategies represent essential components that must be integrated into all educational program designs.

1. Programs must build and reinforce each student's self-esteem.
2. Students should have an opportunity for one-on-one relationships with caring adults.

3. Expectations for all students should be high.
4. Youth should be presented with clear expectations and consequences.
5. Educators should identify and respond to the individual learning styles of all students.
6. Educational environments should be open, intercultural, and multiculturally supportive.
7. Environments should support peer culture.
8. Educational programs should encourage and include family involvement.
9. Programs need to blend in inter-agency cooperation to provide support services.
10. Educational staff should experience a school environment that includes a positive climate, expectations, and culture.
11. Community based learning experience should be broadened or enlarged.
12. Three primary components should be integrated into all aspects of program delivery; basic skills, employability development and student support services.

The main concern of the Student Retention Initiation Committee has been to effectively combine a process of planning which will fully represent all parties. This has involved pulling together a body of individuals who have a wide range of interests and motives for committee participation. That process has been established and has proven to be highly successful.

In order to move the group to the identified objectives there have been a series of action steps that have been recognized as necessary to take in order to realize complete program success. These plans include five specific target points and are listed below.

1. Communication with School Superintendents.

Communication with all School Superintendents is a primary focus for plans related to drop out prevention. The concept is to inform and involve them in the preparation and ultimate implementation of the Student Retention Initiative drop out plan for 1991-1993. Superintendents need to fully understand objectives, process and allocation procedures. These conversations should also engage them in developing county and inter-district policies for drop out prevention. Members of the Commission and the Student Retention Initiative Committee have been designated to make those personal contacts. Information and Committee updates have also taken place through Youth Program Office staff and Committee contacts.

## 2. Education of Legislators

Legislators must be educated about the value of Student Retention Initiative programs in their area of representation. Individual site reviews have been and will continue to be scheduled with designated Student Retention Initiative projects so that actual hands on understanding of the program can be realized. This effort will also serve to assist the State Community Children and Youth Services Commission in their efforts with Student Retention as an identified program priority for the next biennium.

## 3. Continuation of Current Programs and Commitment to Long Term Results.

The Student Retention Initiative Committee has determined that continuation of the currently productive service delivery system now in place is the most appropriate course of action. The focus on Middle School, Teen Mom Programs, Alternative School Placements,

Student Service Centers, and individual support for students with an emphasis on educational/social service partnerships has great merit. Program continuity has been identified as a primary objective for all school based community efforts.

## 4. Development of Inter-District Policies and Countywide Tracking System.

The lack of a common middle school client tracking system makes it difficult to determine an initial base line drop out rate and therefore outcome measurements are inaccurate. Young people who don't enter the ninth grade are never included in drop out statistics and clear assessments of high school students completion can not be made. Inter-District policies to address drop out prevention and a countywide client tracking system, if realized, would be a major step and accomplishment toward local student retention efforts. Policy development would advance school reform and possible restructuring efforts through common goals, objectives, and definition of the issues. A countywide approach to evaluation has also been identified as a part of the Student Retention Initiative Committee plan. A common tracking system would allow for clear analysis of student drop out figures. All programs funded through the Commission will be part of the client tracking system currently available to the Youth Program Office and will serve as a first step toward a more complete approach.

## 5. Alternative School Placement and Expansion

The Alternative School programs of the Commission have served as a valuable component to drop out prevention. Students referred to the four participating schools have been identified as at risk and in need of services that if not received, could lead to academic failure. These programs address the needs of the child through individualized planning and strong teacher, student, and peer support systems. The Student Retention Initiative Committee has determined that these programs play a major role toward filling service gaps and enhancing current service options and must continue through the next biennium.

These plans have been adopted by the Student Retention Initiative Committee and will be addressed as part of a long term commitment to drop out reduction. The committee has also demonstrated a commitment to mutual and collaborative efforts which transcend the needs of individual committee interests. The process to date has been positive and will continue to increase opportunities for young people in our community.

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C. QUESTION: If any of the five mandated services are not being provided, explain how the local Commission will address this?

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The five mandated services are being provided as discussed in Section III. C.

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E. QUESTION: How does the Commission plan to use the information on ethnic minorities gathered as part of the needs assessment?

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See Section IV (A). The non-grant actions planned by the Commission clearly address how the Commission is using the information gathered on ethnic minorities. In addition to these actions, the priorities and objectives of the Intervention Committee target high-risk African-American youth, and activities are currently underway by the Youth Program Office and Project LUCK toward creating a multicultural delivery system for runaway and homeless youth.

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D. QUESTION: What programs and/or services were selected to receive funding?

a. Summarize each program and briefly explain how each program relates to one or more of the service standards. b. Explain how each of the proposed programs will respond to the service priorities. c. Describe what role the local commission will take in the development of alternative funding sources at the program level.

F. QUESTION: Does each proposal selected for funding include all information outlined on pages 15-16 of the Planning Guide?

G. QUESTION: How were funding decisions made?

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Programs and services selected for 1991-93 funding are listed below under their respective Committee and funding stream. The Commission chose not to issue RFP's for the 1991 fiscal year. The rationale for this decision is explained in each of the following sections.

RFP's for Great Start funds and Intervention funds were issued in the Fall of 1990. The programs selected through this process will be continued into the next biennium. Per agreement with the State Commission staff, the answers to Question G (a-k) are included for SRI and Runaway and Homeless funded programs only since they were not recently RFP'd. The proposals for the Great Start and Intervention funded programs are attached. Answers to question G(a-k) are covered in the proposals.

Program budgets are attached following each section.

#### Prevention/Great Start Funds:

The process used to release RFP's and select providers for the Great Start grants is found in Chapter 8 of the Great Start Plan, pg. 65 - 75. Pages 77 - 118 contain the four RFP's issued for the first funding period. All programs funded under Great Start provide the requested information; please refer to the RFP for particular programs. Programs continued into the 1991 - 1993 biennium are:

**North/Northeast Parent Child Development Center (Delaunay Mental Health Center)**

Funding Amount: 178,017

Provides comprehensive services (all 5 Great Start areas)

**Southeast Parent Child Development Center (Portland IMPACT)**

Funding Amount: \$178,017

Provides comprehensive services (all 5 Great Start areas).

**Multnomah County Health Division**

Funding Amount: \$84,000

Provides funding for two Community Health Nurses, one assigned to the N/NE Parent Child Development Center and one to the SE Center.

**Prenatal Care in Northeast Portland (Multnomah County Health Division)**

Funding Amount: \$ 80,319

Provides increased and improved access to service and health promotion. Emphasis is on health promotion and improved access to services.

**SKIP (Screening Kids, Informing Parents) (Portland Public Schools)**

Funding Amount: \$26,802

Major focus is on health and developmental screenings with some parent education/support and linkage to other agencies. Emphasis is on health promotion, child development and parent education.

**Parent Education Project (American Red Cross)**

Funding Amount: 18,000

Developed by the Red Cross to provide parent education services to the working poor. Emphasis is on parent development and education.

**Parenting Center in Gresham (Multnomah County Library)**

Funding Amount: 40,033

Provides multi-media information on child rearing, child health, child activities augmented by the services of an early childhood development specialist. Emphasis is on parent education.

**Child Care Scholarships (Metro Resource & Referral)**

Funding Amount: 16,168

Makes up the difference between other subsidies (such as AFS child care grants or employee benefits) and parent fees in order that families can select the child care site of choice. Available county-wide to any family meeting the established criteria.

SUBCONTRACTOR: Delaunay Mental Health Center

N/NE Parent Child Development Center

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

REVENUE

THIS  
PROGRAM  
178,017

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

Other State Funds

Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: USDA

15,600  
15,600

TOTAL REVENUE \$ 209,217

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	100,697	4,398		105,095
Taxes & Fringe	31,397	1,372		32,769
Sub-Total	\$ 132,094	\$ 5,770	\$	\$ 137,864
Services & Supplies				
Communications	2,400			2,400
Contractual Svcs	5,550			5,550
Depreciation				
Educ & Training	1,575			1,575
Equip Rental				
Insurance	6,600			6,600
Occupancy	3,000		14,600	17,600
Office Supplies	2,000			2,000
Postage	900			900
Printing	1,500			1,500
Program Supplies	11,828		15,600	27,428
Travel	4,800			4,800
Other: Records				
Checks			1,000	1,000
Sub-Total	\$ 40,153	\$	\$ 31,200	\$ 71,353
TOTAL EXPENSE	\$ <u>172,247</u>	\$ <u>5,770</u>	\$ <u>31,200</u>	\$ <u>209,217</u>
NET REVENUE/(EXPENSE)	<u>172,247</u>	<u>5,770</u>	<u>31,200</u>	<u>209,217</u>

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 209,217

Signature of Preparer:

*Diane M. Holt*

Date: April 12, 1991



bcontractor : Portland Impact, Inc.  
ANNUAL BUDGET *SE Parent-Child Center*  
: 1991\_92

YOUTH PROGRAM OFFICE

IS CONTRACT

THIS CONTRACT	OTHER	TOTAL
DIRECT INDIRECT	DIRECT INDIRECT	
COSTS COSTS	COSTS COSTS	

ATE CYSC

VENUE

County General Fund	152,649	25,368	36,012	214,029
Other				0

152,649	25,368	36,012	0	214,029
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XPENSES

Personal Services

Salaries & wages	89,501	20,294	0	109,795
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Taxes & Fringes	22,376	5,074	0	27,450
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Sub-total	111,877	25,368	0	0	137,245
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Services & supplies

Communications	2,400			2,400
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Contractual Services	17,775		10,900	28,675
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Education & training	800			800
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Insurance	1,107			1,107
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Occupancy	12,000		1,600	13,600
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Office supplies	500		500	1,000
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Printing	1,200			1,200
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Program supplies	561			561
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Postage	29			29
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Travel	3,300		2,000	5,300
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Support service fund	300		2,112	2,412
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Other	800		18,900	19,700
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40,772	0	36,012	0	76,784
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TOTAL EXPENSES

152,649	25,368	36,012	0	214,029
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NET REVENUE (EXPENSES)

0	0	0	0
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178,017

Agency total budget 1586992

Signature of preparer

*[Handwritten Signature]*

Date

*4-12-91*

Subcontractor: Multnomah County Health Division

CHN's for:  
Parent/Child Development Centers

**ANNUAL BUDGET      YOUTH PROGRAM**  
**FY 91-92**

**REVENUE THIS CONTRACT**

State CYSC	<u>\$84,000</u>
County General Fund	<u>\$4,511</u>
Other	<u>          </u>
Other State Funds	<u>          </u>
Federal	<u>          </u>
Client Fees	<u>          </u>
Third Party	<u>          </u>
Donations	<u>          </u>
United Way	<u>          </u>
Inkind	<u>          </u>
Other	<u>          </u>

**TOTAL REVENUE** \$88,511

**EXPENSE**

	THIS CONTRACT	OTHER	TOTAL
<b>Personal Services</b>			
Salaries and Wages	<u>\$55,903</u>	<u>          </u>	<u>\$55,903</u>
Taxes and Fringes	<u>\$25,680</u>	<u>          </u>	<u>\$25,680</u>
Subtotal	<u>\$81,583</u>	<u>\$0</u>	<u>\$81,583</u>
<b>Services and Supplies</b>			
Communications	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Contracts	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Depreciation	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Education	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Equipment rentals	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Insurance	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Occupancy	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Office Supplies	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Postage	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Printing	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Program Supplies	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Local Mileage	<u>\$2,418</u>	<u>          </u>	<u>\$2,418</u>
Drugs	<u>          </u>	<u>          </u>	<u>\$0</u>
Other	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Other	<u>\$0</u>	<u>          </u>	<u>\$0</u>
Indirect Cost Recovery	<u>\$4,511</u>	<u>          </u>	<u>\$4,511</u>
Subtotal	<u>\$6,929</u>	<u>\$0</u>	<u>\$6,929</u>

**TOTAL BUDGETED EXPENSE FOR  
ENTIRE AGENCY:**

**TOTAL EXPENSE** \$88,511 \$0 \$88,511

**NET REVENUE (EXPENSE)** \$0 \$0

Signature of Preparer: \_\_\_\_\_

Date: \_\_\_\_\_

\$88,511

Subcontractor: Multnomah County Health Division

*Northeast*  
Prenatal Care Package

ANNUAL BUDGET      YOUTH PROGRAM  
FY 91-92

REVENUE THIS CONTRACT

State CYSC	<u>\$80,319</u>
County General Fund	<u>\$47,865</u>
Other	<u>          </u>
Other State Funds	<u>          </u>
Federal	<u>          </u>
Client Fees	<u>          </u>
Third Party	<u>\$24,000</u>
Donations	<u>          </u>
United Way	<u>          </u>
Inkind	<u>          </u>
Other	<u>          </u>

TOTAL REVENUE      \$152,184

EXPENSE

	THIS CONTRACT	OTHER	TOTAL
Personal Services			
Salaries and Wages	<u>\$99,856</u>		<u>\$99,856</u>
Taxes and Fringes	<u>\$40,168</u>		<u>\$40,168</u>
Subtotal	\$140,024	\$0	\$140,024
Services and Supplies			
Communications	<u>\$0</u>		<u>\$0</u>
Contracts	<u>\$0</u>		<u>\$0</u>
Depreciation	<u>\$0</u>		<u>\$0</u>
Education	<u>\$0</u>		<u>\$0</u>
Equipment rentals	<u>\$0</u>		<u>\$0</u>
Insurance	<u>\$0</u>		<u>\$0</u>
Occupancy	<u>\$0</u>		<u>\$0</u>
Office Supplies	<u>\$0</u>		<u>\$0</u>
Postage	<u>\$0</u>		<u>\$0</u>
Printing	<u>\$0</u>		<u>\$0</u>
Program Supplies	<u>\$2,070</u>		<u>\$2,070</u>
Local Mileage	<u>\$1,797</u>		<u>\$1,797</u>
Drugs	<u>\$537</u>		<u>\$537</u>
Other	<u>\$0</u>		<u>\$0</u>
Other	<u>\$0</u>		<u>\$0</u>
Indirect Cost Recovery	<u>\$7,756</u>		<u>\$7,756</u>
Subtotal	\$12,160	\$0	\$12,160

TOTAL BUDGETED EXPENSE FOR  
ENTIRE AGENCY:

TOTAL EXPENSE      \$152,184      \$0      \$152,184

NET REVENUE (EXPENSE)      \$0      \$0

Signature of Preparer: \_\_\_\_\_

Date: \_\_\_\_\_

\$152,184

SUBCONTRACTOR: Portland School District  
SKIP Infant/Toddler Screening

THIS  
PROGRAM  
26,802.

6,666.

517.

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	888		5,201.	6,089.
Taxes & Fringe	250.		1,465.	1,715.
Sub-Total	\$ 1,138	\$	\$ 6,666.	\$ 7,804.
Services & Supplies				
Communications			145.	145.
Contractual Svcs	23,091.			23,091.
Depreciation				
Educ & Training		500.		500.
Equip Rental	300.			300.
Insurance				
Occupancy		40.	372	412.
Office Supplies	200.			200.
Postage	200.			200.
Printing	383.			383.
Program Supplies	450			450
Travel	500.			500
Other:				
Sub-Total	\$ 26,262.	\$ 540.	\$ 7,183.	\$ 33,985
TOTAL EXPENSE	\$ 26,262.	\$ 540.	\$ 7,183.	\$ 33,985.
NET REVENUE/(EXPENSE)	26,262.	540.	7,183.	33,985

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 328,122,804.  
-----  
SKIP 100,180.

Signature of Preparer: \_\_\_\_\_ Date: \_\_\_\_\_

SUBCONTRACTOR: Oregon Trail Chapter, American Red CrossANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

## REVENUE

THIS

PROGRAM

18,000

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

Other State Funds

Federal

Client Fees

Third Party

Donations

United Way

Inkind

Other: \_\_\_\_\_

23,148

TOTAL REVENUE \$

=41,148==

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	10,792		12,104	22,896
Taxes & Fringe	1,002		2,336	3,338
Sub-Total	\$ 11,794	\$	\$ 14,440	\$ 26,234
Services & Supplies				
Communications			230	230
Contractual Svcs				
Depreciation				
Educ & Training	240			240
Equip Rental				
Insurance				
Occupancy			1,620	1,620
Office Supplies	300			300
Postage	300			300
Printing	1,364			1,364
Program Supplies	3,452			3,452
Travel	550			550
Other: Indirect Admin			6,858	6,858
Sub-Total	\$ 6,206	\$	\$ 8,708	\$ 14,914
TOTAL EXPENSE	\$ 18,000	\$	\$ 23,148	\$ 41,148
NET REVENUE/(EXPENSE)	18,000		23,148	41,148

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 41,148

Signature of Preparer: Beverly A Del GrandeDate: 4/2/91

SUBCONTRACTOR: Multnomah County Library

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 92

REVENUE

THIS  
PROGRAM

State CCYSC  
County Gen'l Fund  
Other:

\$30,583

Other State Funds

Federal  
Client Fees  
Third Party  
Donations  
United Way  
Inkind  
Other:

10,481

TOTAL REVENUE

\$41,064

THIS CONTRACT

EXPENSES	DIRECT COSTS	INDIRECT COSTS	OTHER THIS PROGRAM	TOTAL THIS PROGRAM
Personnel Services				
Salaries & Wages	19,535		5,276	24,811
Taxes & Fringe	9,598		2,110	11,708
Sub-Total	\$29,133		\$7,386	\$36,519
Services & Supplies				
Communications	0	0	0	0
Contractual Svs	800	0	400	1,200
Depreciation	0	0	0	0
Educ & Training	200	0	200	400
Equip Rental	0	0	0	0
Insurance	0	0	0	0
Occupancy	0	0	0	0
Office Supplies	0	0	150	150
Postage	0	0	500	500
Printing	0	0	800	800
Program Supplies	0	0	45	45
Travel	450	0	0	450
Other: Capital outlay	0	0	1,000	1,000
Sub-Total	\$1,450	0	\$3,095	\$4,545
TOTAL EXPENSE	\$30,583	0	\$10,481	\$41,064

NET REVENUE/(EXPENSE)

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY:

\$41,064

Signature of Preparer: *Don Darnell*

Date:

## Runaway and Homeless Funded Programs

An RFP was issued in April of 1987 covering the service areas within the Runaway and Homeless Category. Harry's Mother was selected at that time to receive funding. Harry's Mother also receives Juvenile Services funding to provide the five mandated services. The County also allocates county general funds (exceeding the 25% required match) to Harry's Mother to serve runaway and homeless youth (See Funding Breakdown below).

The CCYSC decided not to issue an RFP for the next biennium, but rather continue funding to Harry's Mother. This decision was made as a result of (1) analysis of demographic trends and program statistics indicating increased numbers of runaway and homeless, (2) an anticipated even greater increase due to the cutbacks in CSD services, (3) recommendations in the Project LUCK report for additional emergency housing for runaway and homeless youth, (4) recommendations by the CCYSC Early Access Committee, and (5) the CCYSC prioritization process which sets emergency and transitional housing for homeless youth as the first priority within the Early Access area of service..

Program description, funding amounts, and answers to Question G (a-k) are:

**Harry's Mother:** Provides crisis intervention services and emergency shelter to runaway and homeless youths in Multnomah County. Crisis line is available 24 hours to provide assessment, counseling, information and referral. The program provides a range of services which include intake and needs assessments; individual, group, and family counseling; family mediation; case management; crisis counseling; and emergency shelter for self-referrals and referrals from the Juvenile Court.

### Funding Breakdown

Runaway and Homeless Funds:	\$ 23,279
Juvenile Services Funds:	\$145,115
County General Funds (match):	\$138,110

### Answers to Question G(a-k)

- a. Measurable Objectives
- b. Activities
- c. Goals

Goal 1: Provide early intervention services for runaway youths and their families which are designed to reunite families and to prevent development of behaviors by a youth which lead to more established patterns of delinquency.

Objectives for Goal 1:

- 1.1 Provide initial contact and assistance to 2000 persons.

- 1.11 Phone or drop-in contacts averaging 150 per month.
- 1.12 Initiate ongoing service with a minimum of 28 youths per month.
- 1.13 Provide information and referral to approximately 2000 persons a year.
- 1.2 Provide 24-hour intake, assessment, and individual and group counseling to between 300-325 runaway or at-risk youths.
  - 1.21 Maintain 24-hour availability.
  - 1.22 Complete all necessary forms.
  - 1.23 Maintain professionally-trained counseling staff.
  - 1.24 Provide in-service or out-of-agency training in identified areas related to assessment and intervention.
- 1.3 Provide a 24-hour temporary shelter (14-day maximum) for 150-200 self-referred youths.
  - 1.31 Operate 24-hour, professionally-staffed, ten-bed, nonsecure community shelter licensed by state CSD.
  - 1.32 Maintain network of 4-6 volunteer shelter beds licensed under CSD foster care standards.
  - 1.33 Contact parents of youth at time of housing to secure parental permission. If unavailable, Juvenile Court will be notified and parents must be contacted by Harry's Mother within 72 hours.
  - 1.34 Complete all admission forms and open file.
- 1.4 Provide professional family counseling services to 200 family members of runaway or at-risk youths.
  - 1.41 Return 150-200 youths home or to an alternative community setting within 14 days of placement.
  - 1.42 Maintain staff qualifications requiring professional training in family counseling.
  - 1.43 Complete successful referral to community support service for all appropriate youths and families.
  - 1.44 Provide in-service and out-of-agency training in areas related to family dynamics and intervention.
- 1.5 Provide family mediation to 25 families of runaway or at-risk youths.
- 1.6 Provide emergency food, clothing, and medical assessment/referral for 100 percent of homeless youths.
- 1.7 Provide for verification of the safe arrival of a youth at his/her home or alternative placement by telephone with notation in file.



Goal 2: Provide a continuum of community-based treatment services for chronic runaways and homeless youths which is designed to prevent further penetration into the delinquent subculture and the juvenile justice system.

Objectives for Goal 2:

- 2.1 Provide 24-hour intake and transportation for between 100-125 runaways referred by the Multnomah County Juvenile Court.
  - 2.11 Staff will see and place 90% of referred youths within three hours of contact by court.
  - 2.12 Staff will place 100% of referred youths out-of-court within 24 hours of first contact by court.
- 2.2 Provide 24-hour temporary shelter (14 day maximum) for 75 court-referred youths.
  - 2.21 Operate 24-hour, professionally-staffed, ten-bed, nonsecure community shelter.
  - 2.22 Maintain network of 4-6 volunteer shelter beds licensed through CSD.
  - 2.23 Arrange for provision of emergency medical assessment and treatment as necessary to 100% of youths housed.
- 2.3 Provide professional, individual, family, and group counseling services and/or family mediation for 2 to 14 days to 75-100 court-referred youths.
- 2.4 Provide case-planning and community referral to stabilizing service agencies for between 100-125 court-referred youths.
  - 2.41 Return a minimum of 75 youths to home or an alternative community setting within 14 days of placement.
  - 2.42 Complete successful referral to community support service for all appropriate youths and families.
- 2.5 Provide case management and support services for up to 30 homeless or high-risk street youths with a history of delinquent/criminal activities.

Goal 3: Establish and maintain a coordinated network of community aftercare services to provide ongoing support, treatment, and follow-up for runaway or homeless youths and their families.

Objectives for Goal 3:

- 3.1 Maintain interagency referral agreement with the Multnomah County Juvenile Court for all non-CSD runaways and homeless youths brought to detention.

- 3.11 House after hours crisis intervention staff at Juvenile Court.
- 3.12 Review service goals and referral relationship with court staff on an annual basis.
- 3.2 Participate in local and federal data gathering, client-tracking, and evaluation systems.
  - 3.21 Complete 100% of required MIS forms within established time frames.
  - 3.22 Complete 100% of YIF forms on youths served.
  - 3.23 Document all services provided in quarter-hour units (MIS forms).
- 3.3 Participate actively in community planning and advocacy efforts addressing needs of runaway, homeless youth, status offenders, and other related youth priorities.
  - 3.31 Meet quarterly with Tri-County Youth Services Consortium member agencies.
  - 3.32 Meet monthly with Project LUCK agencies.
  - 3.33 Meet quarterly with other runaway programs in the northwest region.
  - 3.34 Participate actively in Northwest Network of Runaway and Youth Services.
- 3.4 Coordinate interstate referrals and services through National Runaway Switchboard and Hotline.
  - 3.41 Maintain membership
  - 3.42 Take referrals 24 hours a day, 7 days a week for youths referred from this source.
  - 3.43 Participate in all conferences and related activities.

Goal 4: Enhance and expand community awareness of, and support for, the concept of community-based family treatment for runaway or homeless youths.

Objectives for Goal 4:

- 4.1 Conduct ongoing community education and outreach campaign to inform youths and families about runaway problems and alternatives.
  - 4.11 Provide a minimum of three public appearances by staff per month for information sharing and training.
  - 4.12 Continue circulation of posters, brochures, and radio/TV public service announcements on regularly scheduled basis.
  - 4.13 Make personal appearances on radio, TV, and in the newspaper semiannually.
  - 4.14 Participate in annual Volunteer Fair and public school-sponsored youth information days.

4.2 Conduct ongoing volunteer recruitment for specialized needs of runaway programs.

- 4.21 Continue recruitment of general purpose volunteers.
- 4.22 Maintain registration with the Metropolitan Volunteer Bureau.
- 4.23 Continue recruitment of graduate and undergraduate practicum students from local colleges and universities.
- 4.24 Continue ongoing recruitment campaign to maintain volunteer shelter home network.

4.3 Conduct targeted fund-raising for support of identified projects and general needs.

- 4.31 Continue sponsorship of Garfield House maintenance through church auxiliary groups and service-related groups.
- 4.32 Raise public relations funds through civic/business groups.

d Evaluation

Service performance and outcome objectives are monitored and evaluated by the Youth Program Office. This process is explained in Section IV (F) on page of this plan. Harry's Mother utilizes the data generated from service delivery MIS forms in its annual review of service goals and objectives of the program. Additionally, follow-up calls with the clients and families served are conducted at 30 and 180 day intervals after the client has left the program. Respondents are asked to comment on the usefulness of the services received at Harry's Mother and the impact that the experience had on a long-term basis. This information is reviewed by the clinical supervisor and shared with the clinical staff.

e. Program Models

f. Demonstrated Ability to Manage Program

Harry's Mother is operated by Janis Youth Programs, Inc. Janis has been providing community-based counseling, residential, and educational services to troubled youths since 1972. The agency has extensive operational experience in a variety of program areas including mental health, substance abuse treatment, delinquency, shelter care, alternative education, and operates the largest runaway and homeless youth program in the state. It has an 18-21 member Board of Directors with extensive experience in program development as well as fiscal management. Janis is licensed by the state Children's Services Division for the provision of residential care services to adolescents and for certification of foster homes.

Janis is also recognized as a leader in program development in the areas of runaway and homeless youth, in interagency planning and coordination. Janis is a member of three separate state-wide child and family agency associations, the major metropolitan interagency youth planning organization, the Northwest Network of Runaway and Youth Services, and the National Network of Runaway and Youth Services.

g. Cost Effectiveness

i. Continuation Funding

The total State Runaway and Homeless Youth funding share of the Harry's Mother budget is 38% and represents only 24% of the overall Janis budget for youth services. Within the past two years Harry's Mother has actively sought and acquired federal funding to supplement its budget. This effort will continue into the next biennium, and the Commission will assist Janis in looking for continuation funding.

On a unit cost basis, the State funding is highly cost-effective. Harry's Mother provides 97,928 hours of shelter and face-to-face services over a year. This represents a cost to the state of \$1.92 per hour. The funding guarantees a minimum of 17 emergency shelter "beds" available for runaway and homeless youths which is an average of \$30 per day for each bed, including the extensive counseling and follow-up services provided to every sheltered youth. By comparison, the state Children's Services Division currently pays \$58 per day for an emergency shelter bed only with no support or counseling services. Also, volunteer time accounts for the equivalent of \$185,000 (37,000 hours of shelter and other volunteer services).

The community and state also benefit in that youths are diverted from higher cost, publicly-operated service systems such as Children's Services Division and the Juvenile Court

h. Use of Volunteers

i. Coordination and Inter-agency Agreements

Harry's Mother receives over 3,100 hours of volunteer service per month. Examples of volunteer roles include: positions such as recreation assistants, case managers, crisis line counselors; volunteer shelter parents; program serves as a placement site for several colleges and Jesuit Volunteer Corps; volunteers also provide special events for clients. A number of youths also volunteer through their local high schools.

As a program which has been in existence since 1976, Harry's Mother has established extensive linkages with citizen groups, community agencies, and coordinated interagency networks at the neighborhood, city, county, state regional, and national level. The primary linkage mechanisms utilized are interagency agreements with: Portland Police Bureau, Juvenile Court, Project LUCK agencies, Children's Services Division, St. Vincent Hospital.

k. Participation of Ethnic Youth

Approximately 25% of all clients served during 1989-90 were people of racial and ethnic diversity. Harry's Mother is very active in outreach efforts aimed specifically at expanding awareness of their program in culturally diverse communities and in developing a multi-cultural competent staff. Examples of their efforts are: presentations on their program at schools predominantly attended by culturally diverse youth; involvement in a new coalition of agencies serving the N/NE Portland area; participation in Project LUCK's planning effort to reach diverse populations of homeless youth; provision of in-house trainings on multicultural competency; numerous steps to create a multicultural atmosphere within the agency.

YPO Approval \_\_\_\_\_  
Service Element # \_\_\_\_\_

SUBCONTRACTOR: Janis Youth Programs, Inc.

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

REVENUE

THIS  
PROGRAM  
188,250  
134,742

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

Other State Funds

Federal DHHS  
Client Fees  
Third Party  
Donations  
United Way  
Inkind  
Other: \_\_\_\_\_

123,000  
26,167  
19,824

TOTAL REVENUE \$ 491,983

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel services				
Salaries & Wages	<u>185,820</u>	<u>31,108</u>	<u>90,938</u>	<u>307,866</u>
Taxes & Fringe	<u>39,791</u>	<u>6,536</u>	<u>19,435</u>	<u>65,762</u>
Sub-Total	\$ <u>225,611</u>	\$ <u>37,644</u>	\$ <u>110,373</u>	\$ <u>373,628</u>
Services & Supplies				
Communications	<u>8,446</u>	<u>525</u>	<u>2,953</u>	<u>11,924</u>
Contractual Svcs	<u>6,127</u>	<u>1,522</u>	<u>3,488</u>	<u>11,137</u>
Depreciation	<u>4,550</u>	<u>773</u>	<u>1,990</u>	<u>7,313</u>
Educ & Training	<u>2,747</u>	<u>251</u>	<u>1,256</u>	<u>4,254</u>
Equip Rental	<u>1,445</u>	<u>620</u>	<u>1,033</u>	<u>3,098</u>
Insurance	<u>8,389</u>	<u>95</u>	<u>2,651</u>	<u>11,135</u>
Occupancy	<u>26,400</u>	<u>3,310</u>	<u>10,314</u>	<u>40,024</u>
Office Supplies	<u>2,725</u>	<u>670</u>	<u>1,419</u>	<u>4,814</u>
Postage	<u>550</u>	<u>203</u>	<u>289</u>	<u>1,042</u>
Printing	<u>400</u>	<u>793</u>	<u>489</u>	<u>1,682</u>
Program Supplies	<u>11,608</u>	<u>0</u>	<u>4,784</u>	<u>16,392</u>
Travel	<u>3,400</u>	<u>355</u>	<u>1,785</u>	<u>5,540</u>
Other: _____				<u>0</u>
Sub-Total	\$ <u>76,787</u>	\$ <u>9,117</u>	\$ <u>32,451</u>	\$ <u>118,355</u>
TOTAL EXPENSE	\$ <u>302,398</u>	\$ <u>46,761</u>	\$ <u>142,824</u>	\$ <u>491,983</u>
NET REVENUE/(EXPENSE)	_____	_____	_____	_____

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 2,763,978

Signature of Preparer: [Signature]

Date: April 5, 1991

### SRI Funded Solutions

Current programs funded through SRI dollars were selected through an RFP process prior to the last biennium. Those RFPs are currently on file at the State CYSC office.

All Student Retention Initiative programs are currently in operation and all program dollars will be continued into next biennium. The process used to determine continued funding included an evaluation of the current county wide system, review of alternative education components, review of presently funded SRI programs and committee work around SRI program emphasis for the next biennium. Through this process, the committee re-affirmed a commitment to continued program design and recommended to the Commission that funding be continued into the next biennium.

Funded programs and funding amounts are listed below. Following that list is a program description and answers to Question 7 (a-k) for each program.

**North Portland Student Services (Portland Public Schools)**

Funding Amount: \$30,963

**Multnomah Education Service District**

Teen Mom Program Funding: \$11,907

North Powellhurst Teen Mom Program: \$28,000

**Teen Parent and Infant Toddler Care Center (Portland Public Schools)**

Funding Amount: \$13,808

**School Transition Intervention Programs (Portland IMPACT)**

Funding Amount: \$15,983

**Untapped Potential (Gresham School District)**

Funding Amount: \$16,670

**Alternative School Placement Program (JSA Funds)**

Funding Amount: \$87,264

### Program Descriptions and Answers to Question G (a-k)

North Portland Student Services - The North Portland Student Service Center is designed to improve school performance for at-risk youth through the use of an on-site Student Service Specialist. Coordinated service delivery incorporates academic support, homework assistance, group and individual counseling, attendance monitoring and parental involvement programs to students and families. The program also develops inter-agency agreements with business and community agencies. Student Service Centers monitor the transition of eighth grade students to high school through the tenth grade.

Goal: To maintain a system of coordinated on-site services for Ockley Green and Portsmouth Middle School students who are at risk of dropping

out of middle school. To improve school functioning of identified at-risk students and support the transition of 95% identified eighth grade at-risk students to high school.

Objective 1 Reconfirm or establish working agreements with a minimum of eight statutory and community agencies to provide and coordinate services by June 30, 1993.

Activity 1 Review and/or revise current working agreements to reflect procedures.

Activity 2 Negotiate new working agreements for coordination and service delivery.

Objective 2 Obtain and report school attendance, academic behavior, and social history data for a minimum of 110 identified at-risk students per year within one month of identification.

Activity 1 Gather academic, attendance, behavior, and social history on middle school intake forms.

Activity 2 Report information to Middle School Student Services.

Activity 3 Conduct weekly staffing meetings to identify at-risk students.

Activity 4 Develop and submit individual student service plans weekly as developed by Student Services Team.

Activity 5 Monitor students participation and completion of service plans.

Activity 6 Report agency contacts and individual and group counseling sessions monthly.

Objective 3 Provide 2,500 hours of individual and group counseling to 110 students per year by various school and agency personnel on site.

Activity 1 Identify students to receive weekly individual and/or group counseling in alcohol/drug abuse, grief, attendance, behavior, etc. (28 students per quarter).

Activity 2 Contract for appropriate personnel to counsel 30 students.

Activity 3 Lead counseling groups as appropriate.

Outcome Measures 85% completion of service plans.

50% individual and family counseling provided on school site by various agencies.



Objective 4 To increase academic functioning of 90% of students in grade 7 and 8 by January 30, 1993.

Activity 1 Identify students with low grades/high ability as evidenced by test scores by January 30, 1991.

Activity 2 Determine barriers/causes for low performance.

Activity 3 Develop a service plan for 10 students by January 30, 1991 to include classroom observation, homework assistance, mentorship, tutoring, and peer assistance.

Outcome Measures 90% of students improve grades by at least one grade point by June 30, 1992.

30% of students improve attendance by June 30, 1992.

Objective 5 To assure promotion of at least 60 identified at-risk eighth graders by June 30, 1992 and June 30, 1993.

Activity 1 Identify 30 eighth graders at each middle school who are at risk of nonpromotion using attendance, behavior, and academic records.

Activity 2 Develop a program of service for identified students to be included in the individual service plan which provides for homework assistance, tutoring, esteem and/or study skills training.

Activity 3 Monitor and report student progress monthly, weekly, as needed.

Activity 4 Conduct staff meetings with high school support personnel and counselors to enable continued support to at-risk promoted students and to secure appropriate selection of courses and placement in high school environment.

Outcome Measures 95% of identified students transition to high school and remain through ninth grade by June 30, 1993.

d. Evaluation

The North Portland Student Service Center will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by program staff and the client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Models and Research

The North Portland Student Services Center are based on a model of

identification of at-risk students and partnerships with outside social service agencies. The centers work in an area of Portland that has suffered from higher than average dropout rates. The work done by center staff enables school personnel to offer individualized support-oriented educational program components. The blending of education and social service providers enables students and their families easier access to community resources and more opportunity for educational success.

f. Demonstrated ability to Manage a Successful Program

Both Portsmouth and Ockley Green staff have demonstrated ability in program design and implementation. These schools have participated in the Student Retention Initiative through the '89-91 biennium. The principal at Portsmouth reports that between 50-60% of student referrals are now for guidance and counseling rather than discipline, which points to a positive change in school climate. Ockley Green reports that out of a student population of 141 served, 139 of these students are currently involved in some form of continued education. Both sites have managed to respond well to the individual needs and climate of their own educational environments.

g. Program Cost-effectiveness

The program's cost-effectiveness can be measured through the utilization of social service and educationally-based partnerships and nonduplication of services to students and their families. In addition, both programs have clearly demonstrated success in the area of student retention which ultimately translates into healthy and self-sufficient adults.

h. Volunteers and Community Resources

The North Portland Student Service Centers have based their existence on working relationships with local community resources. Centers have developed a solid history with such agencies as Childrens Services Division, Youth Service Centers, Juvenile Court, community health centers, mental health agencies, and the Albina Ministerial Alliance. Through affiliations with these localized resources, some connection to community volunteers is also realized.

i. Coordination With Existing Services

A holistic social service and educational support system has proven beneficial to student retention. The Student Service Centers have engaged community and statutory agencies as partners in efforts to retain youth in middle schools and through high school. Agencies have located either programs or personnel in each of the centers as a result of previously negotiated agreements.

j. Continued Funding

Portland Public School personnel have supported the development and implementation of two centers in North Portland. It is uncertain at the present time if Measure 5 limitations might adversely affect continued fiscal support. It has, however, been included as part of Portland Public Schools' budget over the last biennium. Should state dollars remain available through the Student Retention Initiative, application for continued funding would be considered.

k. Participation of Ethnic Youth

Both Portsmouth and Ockley Green support a student population of high-risk minority youth. Ockley Green has a 50% minority student base in the center. Much work has been done with staff to address issues of cultural understanding among both school personnel and students. Portsmouth receives many students from the Columbia Villa Housing Project which has been identified by the HAP as a high need family area. Student centers have been able to appropriately individualize their programs to meet the needs of a high population of ethnic/high-risk youth.

North Powelhurst Teen Mom Program - The North Powelhurst Teen Mom Program extends to MESD program and provides course study which would lead toward high school or GED completion. The program support model reflects valuable assistance to young women who would like to continue their education.

Goal: to improve the student retention rate among pregnant and parenting teens at the Teen Mom Program by at least 10% by June 30, 1993.

Objective 1 To participate in the initial intake process on all new enrollees and to assist new students in feeling a connection to the North Powellhurst Community so that the length of stay is increased, ongoing through June 30, 1993.

Activity 1 Maintain monthly contact with potential referring agencies to facilitate school re-entry.

Activity 2 Participate in the initial intake process for all students enrolled in the Teen Mom Program.

Activity 3 To use outreach methods such as home, hospital, phone, etc. to deliver social work services.

Activity 4 To complete pretest measures on all intensive service clients.

Outcome Measures The MESD Teen Mom Program will continue the achieved rate of 74% or better through June 30, 1993.

Objective 2 To provide at least 70 hours of case coordination, referral, and advocacy for client families with the Teen Mom Program and community resources each year of the program.

Activity 1 To attend a minimum of 9 case staffings with Teen Mom Program staff per quarter (2nd, 3rd, 4th) beginning in September, ongoing through June 30, 1993.

Activity 2 To facilitate and document the referral of clients to needed social and medical services in the community including case coordination, ongoing through June 30, 1993.

Outcome Measure The planned credit gains of enrolled students will improve 10% each year of the program.

Objective 3 To provide at least 200 hours of crisis intervention, individual or family counseling, or ongoing support services to 65 families each year of the program.

Activity 1 To deliver counseling and client support services targeting such areas as domestic violence, basic needs resolution, stress management, goal setting, life skill development, relationships, and parenting skill development whenever possible, ongoing through July 30, 1993.

Activity 2 To facilitate a monthly support group focusing on teen pregnancy and parenting issues.

Outcome Measure 65% of the teens served by Young Parents Program will evidence self-sufficiency gains (e.g., maintain school enrollment or school completion, job training program enrollment, job acquisition).

Objective 4 To involve the participation of 5 social service student/volunteers providing at least 500 hours in program activities each year of the program.

Activity 1 To recruit and screen volunteers as necessary through June 30, 1993.

Activity 2 To provide 30 hours of volunteer support/supervision to ten volunteers each year of the program.

Activity 3 To facilitate the linkage of volunteers with clients through June 30, 1993.

Activity 4 To provide monthly training to volunteers.

Objective 5 To cooperatively continue to develop an effective strategy for mobilizing East Multnomah County community around the needs of pregnant and parenting youth, including comprehensive services at Teen Mom Program by June 30, 1993.

Activity 1 Meet with key community, political, and educational leaders to enlist support for teen parent programming, ongoing through June 30, 1993.

Activity 2 To work cooperatively with Multnomah Education Service District's public relations and local media and the boys and Girls Aid Society Community Development Department to inform the community of the need, community solutions to problems of teen pregnancy resulting in at least four media exposures each year of the program.

Outcome Measure By June 30, 1993 there will be documentable increase in services, linkages, and community awareness concerning the needs of teen parents in East Multnomah County.

d. Evaluation

The MESD Teen Mom Program will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by the Young Parents Program Coordinator and the Teen Mom Manager. The Youth Program Office client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Models and Research

There is ample support in the teen parent literature for the case management model, including an article entitled, Continuous Counseling: Case Management With Teen Parents by Brandis, et al. This article describes the Teenage Pregnancy and Parenting Project in San Francisco. Closer to home, however, are two very successful years of Young Parents Program case management services based at Beaverton School District's Continuing Education for Young Parents. The proposed project is modeled very closely after Young Parents Program's success in this collaborative effort where the dropout rate has been reduced by more than half.

f. Demonstrated Ability to Manage a Successful Program

The collaboration between the MESD and the Boys and Girls Aid Society has created a strong program. The MESD Teen Moms Program has sought to provide as many teens as possible with a quality education and to enlist the interest of the broader educational community about teen parents. The boys and Girls Aid program has provided expertise in barrier removal and in community resources that has given North Powellhurst teens a more holistic program. The combined results have been more students staying in school and more community planning underway concerning East County teen parents. All objectives are currently on target.

g. Programs' Cost-effectiveness

The budget for this project pulls in the full scope of what Boys and Girls Aid Society can bring to the students of North Powellhurst and East County. The .55 FTE year-round social worker position provides highly skilled direct service social work services for the students and consultation to the staff as a team member. Volunteer Coordinator staff hours also pull in an additional 500-1,000 hours of volunteer direct service hours from interested community members and graduate students. Young Parents Program management hours have been directed to community organizing and advocacy at the local East County and state level to effectively meet the community-based objectives of the project. Project dollars also have helped access food and clothing for students in need and their babies, as well as provide incentives for student attendance. Mileage reimbursed for staff and volunteers and training and supervision are other necessary resources that maximize quality service for the dollar.

Efforts that succeed in helping teen parents stay in school and successfully parent have significant long-term cost benefits.

h. Volunteer and Community Advocates

Graduate students/volunteers are an important part of the service delivery strategy. They help plan and implement school-wide service as well as provide case management services. This year it is anticipated that between 500 and 1,000 hours of additional service will be made available through students and volunteers.

i. Coordination With Existing Services

This project is a collaborative agreement between Boys and Girls Aid and the MESD Teen Mom Program. It exemplifies the concept of educational/social service partnerships that ultimately work in the interest of the young mother and child.

j. Continued Funding

Per the agreement stated in the original grant, MESD has assumed responsibility for a .5 FTE social worker position as part of the Teen Parent Program supported through ESD resolution funding. During the past biennium, however, the student population has increased nearly three fold, and an additional .5 FTE social worker would enhance the current program capabilities.

As with all programs attached to school-based funding, the onset of Measure 5 has created a sense of vulnerability. Program managers and school administrators continue to support the MESD Teen Mom Program and will work for continued fiscal support.

k. Participation of Ethnic Youth

Approximately 10% of the North Powellhurst's student body are minority students. Most of the students come from Caucasian working class neighborhoods of East County. The Young Parents Program staff is beginning to do outreach through networking with other teen mom program providers in the East County area to identify the needs of culturally diverse teen parents. A Hispanic graduate student has been working with teen moms who are involved in biracial relationships.

Presently, there are low numbers of young moms from Hispanic and Asian communities who present for services. North Powellhurst staff suspect that there are more who could use services, but that they may be staying in the regular high school, leaving their children with extended families. It seems safe to assume, however, that as the Hispanic, Asian, and African American community presence increases in East County, North Powellhurst will benefit from increased steps toward reaching out to students of diversity. It is also hoped that through the East County Teen Parent Providers meetings and other networking, more culturally diverse teen moms will be identified for service.

MESD Teen Mom Program – The Multnomah Education Service District Teen Mom Program provides help to young women in school through a specialized education program that offers day care assistance to pregnant or parenting teens. The program components consist of a nutrition lab and child care lab that identifies parent and child needs and helps to develop sound parenting skills. Nutritional information and parenting skills are emphasized and strengthened through this process.

Goal: to provide support services in order to prevent pregnant and parenting students from dropping out of school.

Objective 1 To improve the basic nutrition knowledge and practices of 20 pregnant and parenting students enrolled in a nutrition lab through the end of the 1992-93 school year.

Activity 1 Participate in selecting students for the nutritional lab.

Activity 2 Assist in daily nutrition instruction appropriate for pregnant and parenting adolescents as well as young children.

Activity 3 Assist students in the planning and selection of nutritionally balanced meals for pregnant, parenting, and breastfeeding adolescents and young children.

Outcome Measures Enhance prenatal, postnatal, and infant health due to improved nutritional practices. Twenty students will successfully complete the nutrition lab by the end of the 1992-93 school year.

Objective 2 To improve the health of pregnant and parenting students and their children through daily provision of a hot meal for approximately 100 students and 40 children through the end of the 1992-93 school year.

Activity 1 Assist students in the preparation of a nutritionally sound meal each day.

Activity 2 Assist in the serving of the meal.

Activity 3 Monitor students during the lunch period.

Outcome Measures Enhanced prenatal, postnatal, and infant health due to the availability of a nutritional lunch each day. 100 students and 40 children will receive a well balanced daily meal at no cost by the end of the 1992-93 school year.

Objective 3 To retain 70% of the students receiving the aide's assistance and support through the end of the 1992-93 school year.

Activity 1 Provide daily support to 20 students in the nutrition lab.

Activity 2 Advocate for these students by communicating their concerns to or scheduling conferences with teachers, the school health nurse, program administrators in order to resolve difficulties.

Activity 3 Be available to meet individually in the nutrition lab daily.

Outcome Measure 70% of students receiving the aide's support will remain in school. 14 students will be retained by the end of the 1992-93 school year.

d. Evaluation

The MESD Teen Mom Program will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by program staff and the client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Models and Research

The program is modeled on the premise that pregnant teens frequently seek prenatal care late in their pregnancies and are often poorly informed about healthy prenatal practices. The nutrition lab provides students with knowledge and skills to make good nutritional choices. Basic health and parenting skills of pregnant and parenting young women are enhanced



through the instruction in nutrition. Students participating in the nutrition lab receive instruction, guidance, and hands-on experience in planning and preparing healthy meals for themselves and their families. While the main goal of the nutrition lab is to teach these skills, all students and children in the school also benefit as they receive a hot nutritious meal daily free of charge.

f. Demonstrated Ability to Manage a Successful Program

The Boys and Girls Aid Society has demonstrated history in the community as a social service provider. Many of their programs for young women and parenting teens have been models for other local endeavors. The partnership with Multnomah County Educational Service District enhances program capabilities and provides a vital link to program success.

g. Program Cost-effectiveness

The MESD Teen Mom Program proves cost-effective in terms of actual program dollars, information learned, and nutritional service for participants of the program. An Oregon Extension Agent also offers a supplemental program in a cooking and nutrition class given one hour per week for eleven weeks for two groups of students.

h. Volunteers and Community Advocates

An important goal for the next biennium is to strengthen the program ties in the community. Key community advocates will be brought together to pursue collaborative and other funding opportunities to maximize the use of non-ESD resources.

i. Coordination With Existing Services

The MESD Teen Mom Program works closely with the school district and community agencies to provide information and referral services. The program is a collaborative effort between Multnomah County ESD and Boys and Girls Aid. This educational/social service partnership allows for extended program options, pulling from the resources of both parties. Boys and Girls Aid staff also work cooperatively with community members who are concerned with teen pregnancy and student retention. The Boys and Girls Aid reputation in the area of programs for teen parents helps to leverage additional volunteer and agency participation.

j. Continued Funding

The MESD will consider continuation of the project by taking a request for funds through the budgetary process. The request will be placed before the Alternative Schools Advisory Committee in August 1992. If the request for program enhancement is approved, it will then be placed before the Superintendent's Council during September-December 1992. If approved once more, it will continue through the budgetary process, ending with the ESD Board's consideration in the spring of 1993.

Other sources of continued funding will be explored. Adult and Family Services child care funds will continue to be sought for staff support in the infant toddler lab. The appropriateness of Carl Perkins' vocational money for use in both the nutrition and child care labs will be evaluated and initial contacts will be made in January 1992.

k. Participation of Ethnic Youth

Approximately 10% of students are from minority groups. Students with special dietary needs due to cultural, medical, or religious differences are assessed and determinations are made about meeting these requirements. The learning environment is experiential and geared toward students who do not speak English.

Teen Parent and Infant Toddler Care Center - The Teen Parent and Infant Toddler Care Center provides developmental day care services to young women within the Portland Public School System. Students learn techniques for appropriate parent/child interaction and youth development. Daily activities address cognitive, social, emotional, and physical standards of developmental behavior.

Goal: To increase access to school completion and reduce probability of dropout for Portland Public Schools parenting students through the provision of school-based developmental day care.

Objective 1 To provide 20-24 infant/toddler day care slots at the Infant Toddler Development Center each year of the program. Enable 30 parenting students to return or remain in school to continue or complete their high school education each year of the program.

Activity Provide outreach to parenting students not in school but identified by and working with community agencies such as Boys and Girls Aid, Insights Teen Parent Program, YWCA, Albina Ministerial Alliance, and Multnomah County Community Health Nurse.

Outcome Measure 30 parenting students will be served through day care services each year for a total of 60 students served by June 30, 1993.

75% of students served will graduate, receive a GED, or remain in school.

95% of students served will receive academic testing with WRAT scores used to determine school placement (measures reading, spelling, and math levels) with year-end post-testing done on all students remaining by the end of the school year.

25% will transition from CEG to home high schools to continue their high school study.

Objective 2 Provide parenting support, skill building, and child development training for 60 parenting students using the Infant Toddler Development Center by June 30, 1993.

Activity 1 Provide daily charting on infant/toddler children regarding behavior/mood, eating, sleeping, and elimination habits.

Activity 2 Requires a minimum of two hours per week of parent participation at the Infant Toddler Development Center working with assigned care givers.

Activity 3 Parent enrollment in CEG parenting class is required for all parenting students using Infant Toddler Development Center.

Activity 4 60 students will have participated in weekly support groups by June 30, 1993.

Outcome Measure Increased observed parent/child bonding and appropriate movement toward self-identity and autonomy for the child.

Objective 3 Provide quarterly developmental screenings to 60 infant/toddler children of parenting students to assure normal growth and development.

Activity 1 Coordinate developmental screenings with parenting class and parent participation at Infant Toddler Development Center.

Activity 2 Refer all assessments reflecting developmental regression to District Regional Assessment Center and assigned Multnomah County Community Health Nurse.

d. Evaluation

The Infant Toddler Development Center will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by program staff and the client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Methods and Research

The Infant Toddler Development Center is a program that delivers certified child care to children of students who are attending Portland Public Schools Continuing Education for girls program. The model provides infant/toddler developmental screenings, parenting skill building through scheduled student observation and practice and role modeling for appropriate adult/child interactions. This program accomplishes two specific goals: allowing the parenting teen to remain in or return to

school, and providing appropriate child care facilities that also assist the young parent essential parenting support. The program also serves as a collaborative effort in terms of networking and linkage with a number of outside community resources.

f. Demonstrated Ability to Manage a Successful Program

The Infant Toddler Development Center is sponsored by Portland Public Schools as an academic enhancement to students who have infants or toddlers. The program has demonstrated successful operation, has served a consistent number of parents and their children, and has developed beneficial partnerships with a wide range of community agencies or services.

g. Program Cost-effectiveness

The program cost-effectiveness can be measured in the number of students who are able to remain in school, consistent and early developmental/health screenings for infant/toddlers, and collaboration with educational/social service delivery systems. Students who are able to remain in school have a better option for adult self-sufficiency. Young children who get early diagnosis for health or developmental difficulties have a better chance for conditional improvements through early treatment. Finally, collaboration between education and community social services allows for less replication of services and better overall use of agency service options.

h. Volunteers and Community Advocates

The Infant Toddler Development Center does not specifically use volunteers to provide services. Volunteer associated with the program are accessed by Portland Public School avenues or in association with other agencies connected to the center. Foster grandparents are also utilized and have played a role in program support.

i. Coordination With Existing Services

Portland Public Schools was selected as one of the 18 "New Chance" sites for a Manpower Demonstration Research Corporation demonstration model designed for teen mothers who have dropped out of school. The PIVOT (Partners in Vocational Opportunities Training) is a partnership between Portland Public Schools and the Springdale Job Corps. The Student Retention Initiative serves as a partner in this project as the Infant Toddler Development Center provides day care services for PIVOT students.

Through Parent Child Services the program has also been able to access the expertise of Head Start personnel. Additional community resources that work closely with the centers include the Health Department through an

on-site clinic at Monroe, community health nurses, and the District Regional Assessment Center which has provided screenings for over two years. The District Regional Assessment Center coordinates services for needs beyond initial screening assessment.

j. Continued Funding

The Student Retention Initiative provides companion funding for a critical service within the Portland Public School Teen Parent Program. The District currently has four funding sources for the Centers, one of which is Student Retention Initiative funds. The center's staff are currently working closely with state planning efforts for the federal Child Care Block Grant funds. The combination of funds from various sources allows for a broad funding base. Continued emphasis will take place to maintain current levels of funding via established partnerships and possible new sources of dollars that become available for the teen parent and child population. Portland Public Schools also remains supportive of the programs even in light of Measure 5 fiscal limitations.

k. Participation of Ethnic Youth

The Infant Toddler Development Center has served and is committed to a majority of students who represent diverse ethnic and cultural backgrounds. In the 1989-90 program year, 33 out of 47 children served were people of color. In the following year over 50% of the children served were from minority backgrounds. The program will continue to provide services for ethnic youth through a school-based population of students needing services.

School Transition Intervention Programs - The STIP program utilizes a peer counseling format at school twice weekly with seventh and eighth grade youth who are seriously at risk of dropping out of the traditional school setting. Individual counseling, advocacy, case management, and transition to high school are provided along with coordination with other South East Youth Service Center and community services. The program also utilizes an evaluation tool which serves to support youth throughout their skill building efforts.

Goal: To prevent identified at-risk students at Sellwood Middle School from dropping out of school by improving their attendance, grades and/or behavior.

Objective 1 To reduce the dropout rate among 25 middle school youth by June 30, 1993.

Activity 1 Identify and provide needs assessments and goal setting for 25 at-risk seventh and eighth grade students who have a history of serious school problems by March 30, 1993.

- Activity 2 Develop and conduct twice weekly peer support counseling groups for 25 identified at-risk students at Sellwood Middle Schools by October 15, 1991 and October 15, 1993.
- Activity 3 Conduct field trips to the North Portland Outdoor group challenge course, visits to high schools, and leadership activities as appropriate each year of program operation.
- Activity 4 Provide a minimum of 150 hours of individual counseling for a minimum of 15 STTP students by June 30, 1993.
- Activity 5 Provide a minimum of 150 hours of case consultation and coordination services for STTP students by June 30, 1993.
- Activity 6 Refer STTP students to the SE Youth Service Center for a minimum of 300 hours of service by June 30, 1993. Services will include family counseling, recreation, tutoring, pre-employment training, and parent education.

Outcome Measures 25 unduplicated middle school youth served.

42 (84%) middle school students served shall complete the school year.

20 (80%) middle school students served through either:

- a. reduce absences by 50%.
- b. improve GPA by .5.
- c. substantially reduce major behavioral incidents.

Goal: To support participating students transition to high school.

Objective 1 To reduce the dropout rate among 15 transitioning ninth grade youth by June 30, 1993.

- Activity 1 Develop summer counseling, recreational, and employment activities for a minimum of 7 transitioning students by July 1, 1992 and a minimum of another 7 transitioning students by July 1, 1993.
- Activity 2 Provide a minimum of 50 hours of summer services to transitioning students by August 31, 1992 and another 50 hours of summer services to transitioning students by August 31, 1993.
- Activity 3 Identify high school personnel who are willing to act as mentors/advocates providing special support and attention to 7 STTP students throughout their freshman year by November 30, 1992 and another 7 STTP students by November 30, 1993.

Activity 4 Provide monthly check-in with a minimum of 7 transitioning STTP students and/or their parents regarding student progress in ninth grade by June 30, 1992 and a minimum of another 7 STTP students by June 30, 1993.

Activity 5 Refer transitioning STTP students to support services at the SE Youth Service Center as needed.

Outcome Measures 30 unduplicated ninth graders served.  
24 (80%) ninth graders served complete the school year.  
30 (100%) ninth graders paired with mentor/advocates.

d. Evaluation

The School Transition Team will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by program staff and the client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Models and Research

The School Transition Team program is based on a model of extensive case coordination serving the youth's total needs. This involves working with not only the youth but their parents and/or family, working with their school environment, as well as working with a multitude of other individuals and agencies.

Middle school to high school transition is emphasized through combined efforts toward grades, attendance, a strong personal support of individual situations, and the stressing of the importance of starting high school on a positive note. Personal tours of the high school facility, conversations about high school fears and attending 9th grade orientation help make the transition easier.

f. Demonstrated Ability to Manage a Successful Program

The School Transition Intervention Program is run in conjunction with Portland Impact which has a strong history and commitment to the community that it serves. Portland Impact is a private nonprofit social service organization that was created in 1966. Their mission is to work in partnership with the community to create an environment of self-sufficiency and well-being through the provision of high quality, culturally relevant human services, designed to alleviate the effects of poverty.

g. Program Cost-effectiveness

This program is a collaborative effort with Portland Public Schools and Portland Impact that works toward effective partnerships to prevent student dropouts. The effort utilizes other services offered at the SE Youth Service Center such as family counseling, parent training, tutoring, recreation and employment. The programs cost effectiveness can be demonstrated through networking available resources and educational/social services partnerships.

h. Volunteers and Community Advocates

The program utilizes school advocates who have been identified to assist with student support and encouragement. These advocates volunteer their time to work with young people targeted for service and provide an important volunteer program component. Due to the connection with Portland Impact and accessibility to other related Portland Impact services, access to additional community/agency volunteers is also realized. The program has also trained young people served by the program to become volunteers and to understand the importance of putting time and energy back into their neighborhood. Last year 8 youth voluntarily participated in Board of County Commissioners' Measure 5 budget cut hearings, testified, and several actually appeared in local television and newspaper reports. These activities serve as examples of youth volunteerism.

i. Coordination With Existing Services

The entire Student Transition Intervention Program is based on a philosophy of collaboration. Case coordination takes place with an array of agencies such as Mainstream, Outside In, Harry's Mother, Juvenile Court, Childrens Services Division, Outward Bound, various recreational/career related activities, and Student Retention Initiative alternative schools.

j. Continued Funding

Portland Impact has a strong commitment to the Student Transition Intervention Program and Portland Public Schools, the other fiscal partner, has historically been in a position to match program dollars. During the next biennium, however, this will not be the case based on Measure 5 fiscal limitations. Portland Impact has reviewed this and the program has been cut back by one-half. Portland Impact staff, however, remain committed to the program and continues to research alternative funding options. Portland Impact has a strong track record in fund raising and has considered approaching local corporation in order to develop a social services/corporate funding partnership.



k. Participation of Ethnic Youth

The Student Transition Intervention Program works with youth at risk of dropping out of school. Local dropout statistics for Portland Public Schools indicates that a disproportionate number of youth who do not complete high school graduation are people of color. Portland Impact, as an agency, has an excellent track record for serving a diverse community and has specific program components targeted to minority youth (such as The Careers and Culture Program for Hispanic youth). All students served through the Student Transition Intervention Program have access to these program components. Students also receive individual support, education, or assistance via the case management approach to client assistance.

Untapped Potential - Untapped Potential works to increase the number to youth who participate in the school process and to enhance opportunities for academic success. Support groups were formed to address problem solving, self-esteem, values clarification, assertiveness, and communication skills. Advocacy with other students and teachers is also an integral component in the educational support process.

Goal: To prevent identified at-risk middle school students in four East Multnomah County Middle Schools from dropping out of school by increasing their attachment to school and their rate of success in school-related endeavors.

Objective 1 To Identify and complete needs assessments for a minimum of 125 eighth grade students in the five selected middle schools each year of the programs.

Activity 1 In the spring, Untapped Potential advocates in each of the four middle schools and will gather data from school records and from other teachers and screen a minimum of 25 students in each middle school for Untapped Potential placement in the fall.

Activity 2 Using individual building needs assessment and in consultation with building administration and counselors, at least 20 students will be selected for each of the four programs before the end of the school year. Adjustments will be made as transfers and new enrollments occur.

Activity 3 When enrollment for Untapped Potential falls below 15 in any group, students will be selected and brought into the program as quickly as possible.

Outcome Measures 100 students (20 students per participating middle school) identified for Untapped Potential program participation before the end of the school year.

Objective 2 Advocate on behalf of identified students with adults in the school and community.

Activity 1 Untapped Potential advocates for the following year will be identified prior to the end of the current school year. Each advocate's schedule will reflect 5 periods of Untapped Potential program involvement per week.

Activity 2 At least 3 periods a week will be devoted to peer support group counseling activities with the participating students.

Activity 3 Two periods may be devoted to case management, individual guidance, and Untapped Potential reporting requirements.

Activity 4 Untapped Potential advocates will use case management time to liaison community groups and clubs on behalf of identified students in hopes of involving those students through mentorships, memberships, etc.

Outcome Measures Untapped Potential advocates selected before current school year ends and contract signed before new school year begins.

School schedules reflect advocates involvement in the Untapped Potential program for 5 periods per week.

Objective 3 Increase student confidence in school endeavors and social situations through peer support group counseling on social skills, goal setting, refusal skills, and appropriate self-advocacy with adults.

Activity 1 Applicable portions of the Bridge Program curriculum as developed by Public/Private Ventures and adapted by Portland Public Schools may be used by each participating middle school.

Activity 2 Twice a year each Untapped Potential advocate will present a report to the East County Steering Committee for the STEP Program.

Activity 3 Program will begin with the start of the school year.

Outcome Measures Building adaptations, goals, curriculum, activities, and successes presented twice a year.

Objective 4 Increase identified students rate of success in school endeavors as measured by grades, attendance, and participation in school activities.

Activity 1 Data on grades, attendance, and participation will be gathered for each student selected for the Untapped Potential program.

Activity 2 Untapped Potential advocates will assist program participants in selecting activities and facilitate their involvement.

Activity 3 In conjunction with East County STEP, instruction in study skills and tutoring help in basic skills will be offered to identified Untapped Potential students.

Outcome Measures 80% of Untapped Potential students will improve attendance by at least 10%.

80% of Untapped Potential students will improve GPA in basic skills classes by at least 10%.

80% of Untapped Potential students identify activities of interest.

Objective 5 Support identified students during 8th to 9th grade transitions.

Activity 1 Untapped Potential advocate will participate in high school forecasting process and sign off on student course selections.

Activity 2 Untapped Potential class will visit the high school for informal orientation to the facility at least once before the end of the school year.

Activity 3 Untapped Potential advocate will monitor progress of 9th grade Untapped Potential students through the high school counselors and STEP counselors at least once a quarter and report these findings to the East County Steering Committee during their twice-a-year reports.

Outcome Measures 80% of Untapped Potential students will enroll in the 9th grade.

80% of students visit high school before end of 8th grade year.

90% of the Untapped Potential students who remain in the district will be tracked through the 9th grade.

d. Evaluation

The Untapped Potential Program will be evaluated annually through the Youth Program Office. Monthly client tracking information will be submitted by program staff and the client tracking system will be utilized for monthly, quarterly, and annual reports.

e. Program Models and Research

Untapped Potential is modeled after the SEYSE-STEP Program. The program was initially begun in East Multnomah County by the Mount Hood YMCA during the 1987-1989 biennium. The program is similar to the BRIDGE Program which was developed by Public/Private Ventures and has successfully served students in the Portland Public School.

f. Demonstrated Ability to Manage a Successful Program

During the 1989-91 funding biennium, the service providers became the school districts' participants in the program. Untapped Potential is no longer a program removed from the school because of program management and outside personnel, but is part of the regular middle school day. With each district and school managing its program and free to tailor it as necessary, needs unique to each population have been more effectively addressed.

g. Programs Cost-effectiveness

The Untapped Potential Program is a collaborative effort with a total of five East County school districts. As such, each program component and staff has utilized to the best of their ability, all available resources within each school district. The program also works closely with a number of outside service groups, community advocates, and community resources.

h. Volunteers and Community Advocates

In order to advocate on behalf of students involved in Untapped Potential, outside sources within the community and individuals who work outside the school system and are part of the child's life have been identified and recruited as additional support components for the program. Untapped Potential staff work closely with adults who are connected to the youth in an effort to develop and maintain positive youth involvement with the school and educational process.

i. Coordination With Existing Services

Untapped Potential is a cooperative effort of five East Multnomah County school districts, Centennial, David Douglas, Gresham, Parkrose, and Reynolds. This project features interdistrict communication and cooperation among each participating district. Please refer to letters of support and financial budgeting process for additional support documentation.

j. Continued Funding

All participating school districts have included budgetary needs for Untapped Potential as part of their budgetary considerations for the next funding cycle. Please refer to letters of support and financial budgeting process for additional support documentation. In relationship to funding beyond June 30, 1993, individual districts have all demonstrated a desire to continue and/or assume fiscal responsibilities, however, revenue projections in association with Measure 5 make it difficult to confirm or project continued program implementation.

k. Participation of Ethnic Youth

Untapped Potential targets young people who are at risk of dropping out or not completing their education. This target group is often made up of minority or disadvantaged youth who are encouraged to participate through early identification and referral to the program. Each program works with individual student needs and individual assessments are done in order to appropriately determine support services. These assessment often lead to incorporating cultural training or support for Untapped Potential participants.

Alternative School Placement Program - The Alternative School Placement component provides an alternative education system for middle school youth who no longer function successfully in the traditional school setting. Actual placement is determined through a joint planning and assessment process with the referring school and SRI staff. The program offers a variety of alternative school options which are district-wide and varied in their educational approach. Funding is through JSA monies, and each school has so many designated slots. Programs funded and slots are:

- Lents (7 slots)
- Open Meadow (7 slots)
- Portland Opportunity Investment School (5 slots)
- Serendipity (10 slots)

Regarding the role the CCYSC needs to take in developing alternative funding sources, the CYCSC needs to work cooperatively with current providers and local funding sources to ensure that continued and balanced development occurs within the present educational environment. Through on-going partnerships and collaboration, new or enhanced funding options may be realized.

SUBCONTRACTOR: PPS Student ServicesService Element #           ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY        -       

## REVENUE

State CCYSC  
County Gen'l Fund  
Other:     
Other State Funds                      
Federal  
Client Fees  
Third Party  
Donations  
United Way  
Inkind  
Other:                     THIS  
PROGRAMTOTAL REVENUE \$                     

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>17,071</u>			
Taxes & Fringe	<u>6,829</u>			
Sub-Total	\$ <u>23,900</u>	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
Services & Supplies				
Communications	<u>1,013</u>			
Contractual Svcs	<u>500</u>			
Depreciation				
Educ & Training	<u>400</u>			
Equip Rental				
Insurance				
Occupancy				
Office Supplies	<u>25</u>			
Postage				
Printing				
Program Supplies	<u>75</u>			
Travel	<u>800</u>			
Other: Stu. Activities	<u>2,000</u>			
Admin. Costs	<u>2,250</u>			
Sub-Total	\$ <u>7,063</u>	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
TOTAL EXPENSE	\$ <u>30,963</u>	\$ <u>          </u>	\$ <u>          </u>	\$ <u>          </u>
NET REVENUE/(EXPENSE)	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$                     Signature of Preparer: Opal Chandler MooreDate: 12 May 91

SUBCONTRACTOR: Multnomah County Education Service District

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

REVENUE

THIS  
PROGRAM

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

11,907

Other State Funds

Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL REVENUE \$ 11,907

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>8,097</u>			<u>8,097</u>
Taxes & Fringe	<u>3,810</u>			<u>3,810</u>
Sub-Total	\$ <u>11,907</u>	\$	\$	\$ <u>11,907</u>
Services & Supplies				
Communications				
Contractual Svcs				
Depreciation				
Educ & Training				
Equip Rental				
Insurance				
Occupancy				
Office Supplies				
Postage				
Printing				
Program Supplies				
Travel				
Other: _____				
Sub-Total	\$ <u>11,907</u>	\$	\$	\$
TOTAL EXPENSE	\$ <u>11,907</u>	\$	\$	\$ <u>11,907</u>
NET REVENUE/(EXPENSE)				

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$

Signature of Preparer: Gail Anderson

Date: 5/16/91

DR: Boys and Girls Aid Society

BUDGET  
91-92

YOUTH PROGRAM OFFICE

JE

State CCYSC SRI.  
County Gen'l Fund  
Other: \_\_\_\_\_

State Funds

al \_\_\_\_\_  
t Fees \_\_\_\_\_  
Party \_\_\_\_\_  
ions \_\_\_\_\_  
d Way United Way \_\_\_\_\_  
d \_\_\_\_\_  
: Foundations

THIS  
PROGRAM  
28,000

2738

3218

TOTAL REVENUE \$ 33956  
=====

USES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>19,959</u>		<u>4088</u>	<u>24047</u>
Taxes & Fringe	<u>4092</u>		<u>838</u>	<u>4930</u>
Sub-Total	\$ <u>24051</u>	\$ _____	\$ <u>4926</u>	\$ <u>28977</u>
Services & Supplies				
Communications	<u>789</u>		<u>162</u>	<u>951</u>
Contractual Svcs	<u>197</u>		<u>197</u>	<u>237</u>
Depreciation	<u>535</u>		<u>110</u>	<u>645</u>
Educ & Training	<u>244</u>		<u>50</u>	<u>294</u>
Equip Rental	<u>198</u>		<u>40</u>	<u>238</u>
Insurance	<u>365</u>		<u>75</u>	<u>440</u>
Occupancy	<u>206</u>		<u>42</u>	<u>248</u>
Office Supplies	<u>462</u>		<u>95</u>	<u>557</u>
Postage	<u>268</u>		<u>55</u>	<u>323</u>
Printing	<u>80</u>		<u>30</u>	<u>110</u>
Program Supplies	<u>230</u>		<u>68</u>	<u>298</u>
Travel	<u>275</u>		<u>56</u>	<u>331</u>
Other: _____			<u>50</u>	<u>50</u>
Sub-Total	\$ <u>3960</u>	\$ _____	\$ <u>1030</u>	\$ <u>4822</u>
EXPENSE	\$ <u>28,000</u>	\$ _____	\$ <u>5956</u>	\$ <u>33956</u>
REVENUE/(EXPENSE)				

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 3,079,560

Signature of Preparer: Anne Mendenhall

Date: 5-10-91



SUBCONTRACTOR: Portland Public SchoolANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

## REVENUE

THIS  
PROGRAMState CCYSC  
County Gen'l Fund  
Other: N. Region AFS  
N. Region AFS93,17396,100Other State Funds  
SRI13,808Federal  
Client Fees  
Third Party  
Donations  
United Way  
Inkind  
Other: \_\_\_\_\_

TOTAL REVENUE \$

=====

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages				
Taxes & Fringe				
Sub-Total	\$	\$	\$	\$
Services & Supplies				
Communications				
Contractual Svcs	<u>13,808</u>		<u>189,273</u>	<u>203,081</u>
Depreciation				
Educ & Training				
Equip Rental				
Insurance				
Occupancy				
Office Supplies				
Postage				
Printing				
Program Supplies				
Travel				
Other: _____				
Sub-Total	\$	\$	\$	\$
TOTAL EXPENSE	\$	\$	\$	\$
	<u>13,808</u>		<u>189,273</u>	<u>203,081</u>
NET REVENUE/(EXPENSE)				

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$

=====

Signature of Preparer: \_\_\_\_\_

*Rose Bond*Date: 5/15/91

Subcontractor : Portland Impact, Inc.  
 ANNUAL BUDGET  
 Y: 1991\_92

YOUTH PROGRAM OFFICE

THIS CONTRACT

THIS CONTRACT	CONTRACT	OTHER		TOTAL
DIRECT	INDIRECT	DIRECT	INDIRECT	
COSTS	COSTS	COSTS	COSTS	

T.I.P

REVENUE

County General Fund  
 Other

				0
13,989	1,994	2,114	0	18,876
779				
14,768	1,994	2,114	0	18,876

EXPENSES

Personal Services

Salaries & wages

Taxes & Fringes

11,814	1,595	683	0	14,092
2,954	399	171	0	3,524

Sub-total

14,768	1,994	854	0	17,616
--------	-------	-----	---	--------

Services & supplies

Communications

Contractual Services

Education & training

Insurance

Occupancy

Office supplies

Printing

Postage

Travel

Other

0		60		60
				0
0		50		50
0		50		50
0		300		300
0		50		50
0		300		300
0		75		75
0		100		100
0		275		275

0	0	1,260	0	1,260
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TOTAL EXPENSES

14,768	1,994	2,114	0	18,876
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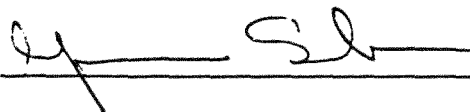
NET REVENUE (EXPENSES)

16,762

Agency total budget

1586992

Signature of preparer



Date

4-12-91

SUBCONTRACTOR: East County School Districts Collaborative Project  
Centennial, School District, David Douglas School  
District, Gresham Grade School District, Parkrose School District,  
YOUTH PROGRAM OFFICE and Reynolds School District

ANNUAL BUDGET  
FY 1991 - 1992

REVENUE	THIS PROGRAM
State CCYSC	_____
County Gen'l Fund	_____
Other: _____	_____
_____	_____
Other State Funds	_____
<u>S.R.I.</u>	<u>\$16670</u>
Federal _____	_____
Client Fees	_____
Third Party	_____
Donations	_____
United Way	_____
Inkind	_____
Other: _____	_____
_____	_____
TOTAL REVENUE	\$ <u>=====</u>

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>\$11,500</u>	_____	_____	<u>\$11,500</u>
Taxes & Fringe	<u>3,670</u>	_____	_____	<u>3,670</u>
Sub-Total	\$ <u>\$15,170</u>	-- \$ _____	\$ _____	\$ <u>\$15,170</u>
Services & Supplies				
Communications	_____	_____	_____	_____
Contractual Svcs	<u>\$500</u>	_____	_____	<u>\$500</u>
Depreciation	_____	_____	_____	_____
Educ & Training	<u>\$500</u>	_____	_____	<u>\$500</u>
Equip Rental	_____	_____	_____	_____
Insurance	_____	_____	_____	_____
Occupancy	_____	_____	_____	_____
Office Supplies	<u>\$200</u>	_____	<u>\$200</u>	_____
Postage	_____	_____	_____	_____
Printing	<u>\$400</u>	_____	<u>\$400</u>	_____
Program Supplies	_____	_____	_____	_____
Travel	<u>\$500</u>	_____	_____	<u>\$500</u>
Other: _____	_____	_____	_____	_____
Sub-Total	\$ <u>\$2100</u>	\$ _____	\$ <u>600</u>	\$ <u>\$16,670</u>
TOTAL EXPENSE	\$ <u>17,270</u>	\$ <u>=====</u>	\$ <u>600</u>	\$ <u>\$16,670</u>
NET REVENUE/(EXPENSE)	\$ <u>17,270</u>	_____	<u>600</u>	<u>\$16,670</u>

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ ===== \$16,670

Signature of Preparer: Alice M. Black Date: 5-14-91

#### INTERVENTION COMMITTEE/JUVENILE SERVICES FUNDS:

The High-Risk (Intervention) Committee of the County CCYSC provides funding through Youth Program Office contracts to respond to the needs of high-risk juvenile offenders who reside in Multnomah County. The aim is to curtail delinquent behavior and to reduce the potential for juvenile commitments to the state training school.

In July 1989 state juvenile service dollars were only approved for a 12 month period with a requirement that Multnomah County return to the state with a plan proposing strategies to address the overrepresentation of African-American males in state training schools. The High Risk (Intervention) Committee of the CCYSC held a series of community meetings, public forums and subcommittee sessions which culminated in an RFP to solicit proposals from community-based organizations which could respond to the issue of diverting African-American males most likely to be at risk for commitment.

Although not ranked in priority order, the following emerged as issues to guide the RFP process:

1. cultural support, mentorship, community crisis and intervention, positive peer culture, father/mother training and parenting skills, and cultural sensitivity.
2. alcohol/drug treatment and screening and referral.
3. sex offender treatment.
4. education including GED and HS re-entry/completion, tutoring, coping/crisis/life skills, alternative education choices.
5. pre-employment and career training, job placement.
6. individual and group counseling, abuse and mental health counseling.
7. out of home placement.

All Intervention (High Risk) proposals recommended for funding passed the RFP process satisfying the criteria identified in Section 4:7 of the 1990-91 Comprehensive Plan. This criteria included evidence of measurable objectives, goals, track record and service delivery, networks and coordination with other program providers, and evidence of outreach or a plan to develop outreach to diverse populations with attention to the special needs of minority children and youth.

The exception to the RFP process was the result of a decision by the Intervention Committee to solicit new proposals to address the needs of African-American male youth at risk of commitment to the state training school. In the Committee's opinion, qualifying proposals did not adequately respond to the intent of the RFP.

As a result, a series of community forums and meetings with potential providers were convened by Youth Program Office staff to identify a lead provider and interested community organizations who could adequately design and develop a culturally-specific model of intervention for African-American males.

The newly-funded African-American Male Connections Program is a joint effort among numerous community organizations with the Urban League of Portland taking the lead role, and Minority Youth Concerns Action Program (MYCAP) and Portland Youth Redirections (PYR) as primary providers. The model program utilizes a culturally-sensitive model of assessment, intervention and community-based mentorship with young African-American males referred from the juvenile justice division in order to divert them from behaviors which lead to commitment to state training schools and, further, to their overrepresentation in the schools.

The program design is the result of consultations among a variety of community-based providers including education, recreation, employment training, alcohol and drug and adult male mentorship which is intended to provide an individual treatment plan with a strong culturally-appropriate component to guide the youth back to acceptance within their community.

The program model includes measurable objectives, activities, desired outcomes, volunteerism, and strong community input to encourage broad-based participation and ownership of the involved youth. Additionally, the program developers have begun an aggressive effort to identify and solicit financial support beyond the County CCYSC allocation in order to guarantee longevity and appropriate program evaluation. (See Appendix for copies of RFP'd Intervention Proposals)

Service providers funded through Juvenile Services grant monies and funding amounts are:

**Mainstream Youth Programs:**

Funding Amount: \$40,000

Funding supports the provision of assessment, intervention, screening and referral services for alcohol and drug-abusing youth. Special program focus has been developed for youth referred through the African-American Male Connections Program of the Urban League.

**POIC (Portland Opportunities Industrialization Center):**

Funding Amount: \$50,000

Funding of POIC supports a short term alternative education program leading to preparation for obtaining a GED, and job readiness services for delinquent youth. Life skills, career awareness and vocational skills are emphasized. In the Fall of 1990, POIC collaborated with the Youth Resource Desk on a proposal to provide educational services to high-risk gang members. The proposal was funded in 1991.

**Give Us This Day/Mercy Corps:**

Funding Amount: 70,724

This newly funded program provides transitional shelter care and training in self-sufficiency and skills development to at-risk young women with emphasis on minority females who are either unable to remain with families or, due to personal crisis, find themselves without regular shelter.

**African-American Male Connection Program (Urban League):**

Funding Amount: \$209,000

Funded in 1990, this joint-staffed, multi-service, community-based approach utilizes a variety of service providers, resources, and disciplines to develop a comprehensive treatment plan intended to provide support and community participation in reducing the numbers of African-American males committed to state training schools.

**Open Meadow Commitment Reduction Support Project:**

Funding Amount: \$50,000

Open Meadow is an alternative school providing educational services and options for youth ages 13 to 17 who are unable to participate in traditional schooling. In addition to the standard curriculum, Open Meadow provides field activities, employability training, and relationship building skills.

Documentation of the local decision making process for the above funding decisions (Question 8 a-e) is:

- A) The Intervention (High Risk) Committee of the County Children and Youth Services Commission released four RFP's seeking community-based services for high risk juvenile offenders within the county, to curtail their delinquent behavior and to reduce commitments of these youth to a state institution. Included in this goal was attention to the disproportionate rate of commitment of minority youth to state training schools, especially African-American males. Two RFP's focused on the needs of high risk males and two RFP's targeted females.

Potential providers were expected to demonstrate an ability to develop community-based services delivery, to expand or establish partnerships and collaborations among various service providers which would insure an array of services, resources and supports, as well as culturally-appropriate and specific interventions.

The RFP's were released in August 1990 with a September 5, 1990 deadline. In addition, a non-mandatory bidder's workshop was convened on August 22 to provide technical assistance and support to interested program providers in satisfying the County's contract bid process. Additoinally, the RFP's were advertised in community newspapers, mailed to prospective providers and community-based organizations.

- B) Qualifying proposals received by the deadline were reviewed by Intervention Committee members to determine eligibility. A rating system (Appendix ) scored proposals in categories including identification of problems and gaps in service, documentation of need, organizational development and history, quantifiable goals and objectives, and fiscal accountability.

- C) Committee members signed forms declaring potential conflicts-of-interest early in their tenure. These were maintained in the committee files and referred to as appropriate in conducting business. Declared conflicts primarily involved board membership or staff positions within organizations or projects which could receive Multnomah County funding.
- D) Through the Intervention Committee, the local CCYSC was represented in the planning, review and selection process for recommended funding. Four members (out of 14) of the CCYSC are active, participating members of the Intervention Committee.
- E) The proposals which were not recommended for funding are identified under the categories they responded to:
  - 1. Male Professional Services: all proposals funded.
  - 2. Male Community Services: NE/YMCA proposal rejected, however in the subsequent process (detailed in F.), the YMCA is one of several community providers of services to the African-American Male Connections Project, with the Urban League serving as lead agency.
  - 3. Girl's Shelter: YWCA Girls Emancipation proposal rejected.
  - 4. Girls Support: YWCA Girls Emancipation and American Red Cross rejected. The American Red Cross proposal was initially recommended for a presentation before the full Commission, however the organization decided to stop the process prior to the presentation and placed its support behind the Mercy Corps/Give Us This Day transitional shelter proposal.
- F) The process which resulted in the African American Male Connections Project was initiated by the Intervention Committee following rejection of the YMCA proposal. Youth Program Office staff and the Committee were charged with organizing and hosting community meetings and a forum in which a lead agency would be identified.

The Urban League was the community's choice to pursue a proposal for community-based services for high-risk African-American males. The League presented before the Intervention Committee and the CCYSC, and submitted a program model incorporating a multi-provider model of service delivery.

YPO Approval \_\_\_\_\_  
 Service Element# YS02

Subcontractor: MAINSTREAM YOUTH PROGRAM, INC.

ANNUAL Budget  
 FY 1991 - 1992  
 -----

REVENUE

THIS PROGRAM

State CCYSC	\$40,000.00
County General Fund	0.00
Other: _____	0.00
_____	0.00
Other State Funds	0.00
_____	0.00
_____	0.00
Federal: _____	0.00
Client Fees	0.00
Third Party	0.00
Donations	0.00
United Way	0.00
Inkind	0.00
Other: _____	0.00
_____	0.00
<b>TOTAL REVENUE</b>	<b>\$40,000.00</b>

EXPENSE

THIS CONTRACT

	DIRECT COSTS	INDIRECT COSTS	OTHER THIS PROGRAM	TOTAL THIS PROGRAM
<b>Personal Services</b>				
Salaries & Wages	\$27,140.00	\$1,080.00	\$0	\$28,220.00
Txs & Fringes	4,590.00	160.00	0	4,750.00
Sub-Total	\$31,730.00	\$1,240.00	\$0	\$32,970.00
<b>Services &amp; Supplies</b>				
Communications	\$0.00	\$300.00	\$0.00	\$300.00
Contractual Svs	80.00	200.00	0.00	280.00
Depreciation	0.00	0.00	0.00	0.00
Educ & Training	250.00	25.00	0.00	275.00
Equip Rental	200.00	50.00	0.00	250.00
Insurance	275.00	25.00	0.00	300.00
Occupancy	0.00	1,200.00	0.00	1,200.00
Office Supplies	650.00	150.00	0.00	800.00
Postage	58.00	29.00	0.00	87.00
Printing	75.00	20.00	0.00	95.00
Program Supplies	1,233.00	0.00	0.00	1,233.00
Travel	200.00	10.00	0.00	210.00
Urine Analysis	2,000.00	0.00	0.00	2,000.00
Sub-Total	\$5,021.00	\$2,009.00	\$0.00	\$7,030.00
<b>TOTAL EXPENSE</b>	<b>\$36,751.00</b>	<b>\$3,249.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>
<b>NET REVENUE (EXPENSE)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$1,150,000.00

Signature of Preparer: \_\_\_\_\_

Date 5/2/91



SUBCONTRACTOR: Portland OIC

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

DATE OF REV. \_\_\_\_\_

REVENUE

THIS  
PROGRAM

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

50,000

Other State Funds

Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL REVENUE \$ 50,000  
=====

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>29,460</u>	<u>2,721</u>		<u>32,181</u>
Taxes & Fringe	<u>5,892</u>	<u>544</u>		<u>6,436</u>
Sub-Total	\$ <u>35,352</u>	\$ <u>3,265</u>	\$ _____	\$ <u>38,617</u>
Services & Supplies				
Communications	<u>600</u>			<u>600</u>
Contractual Svcs	<u>2,000</u>			<u>2,000</u>
Depreciation	<u>N/A</u>			<u>N/A</u>
Educ & Training	<u>-0-</u>	<u>96</u>		<u>96</u>
Equip Rental	<u>-0-</u>	<u>228</u>		<u>228</u>
Insurance	<u>900</u>			<u>900</u>
Occupancy	<u>5,280</u>	<u>468</u>		<u>5,748</u>
Office Supplies	<u>156</u>	<u>360</u>		<u>516</u>
Postage	<u>41</u>			<u>41</u>
Printing	<u>210</u>			<u>210</u>
Program Supplies	<u>1,044</u>			<u>1,044</u>
Travel	<u>-0-</u>			<u>-0-</u>
Other: _____				
Sub-Total	\$ <u>10,231</u>	\$ <u>1,152</u>	\$ _____	\$ <u>11,383</u>
TOTAL EXPENSE	\$ <u>45,583</u> =====	\$ <u>4,417</u> =====	\$ _____ =====	\$ <u>50,000</u> =====
NET REVENUE/(EXPENSE)	_____	_____	_____	_____

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ \_\_\_\_\_

Signature of Preparer: \_\_\_\_\_

Date: 5/2/91

SUBCONTRACTOR: MERCY CORPS INTERNATIONAL

SERVICE ELEMENT # \_\_\_\_\_

ANNUAL BUDGET  
FY 91 - 92

YOUTH PROGRAM OFFICE

## REVENUE

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_THIS  
PROGRAM70,724

Other State Funds \_\_\_\_\_

Federal \_\_\_\_\_

Client Fees \_\_\_\_\_

Third Party \_\_\_\_\_

Donations \_\_\_\_\_

United Way \_\_\_\_\_

Inkind \_\_\_\_\_

Other: GIVE US THIS DAY7,900

TOTAL REVENUE

\$

78,624

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>41,760</u>		<u>6,480</u>	<u>48,240</u>
Taxes & Fringe	<u>9,190</u>		<u>1,420</u>	<u>10,610</u>
Sub-Total	\$ <u>50,950</u>	\$ <u>-0-</u>	\$ <u>7,900</u>	\$ <u>58,850</u>
Services & Supplies				
Communications	<u>1,200</u>			
Contractual Svcs	<u>600</u>			
Depreciation	<u>-</u>			
Educ & Training	<u>240</u>			
Equip Rental	<u>-</u>			
Insurance	<u>400</u>			
Occupancy	<u>8,400</u>			
Office Supplies	<u>530</u>			
Postage	<u>240</u>			
Printing	<u>244</u>			
Program Supplies	<u>4,800</u>			
Travel	<u>120</u>			
Other: _____	<u>-</u>			
COORDINATION	<u>-</u>	<u>3,000</u>		
Sub-Total	\$ <u>16,774</u>	\$ <u>3,000</u>	\$ <u>-0-</u>	\$ <u>19,774</u>
TOTAL EXPENSE	\$ <u>67,724</u>	\$ <u>3,000</u>	\$ <u>7,900</u>	\$ <u>78,624</u>
NET REVENUE/(EXPENSE)				

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 14,421,400Signature of Preparer: R Boane HumanteiDate: 4-30-91

URBAN LEAGUE OF PORTLAND  
African-American Male Connection  
Annual Budget for 12 months - July 1991 - June 1992

REVENUE

THIIS CONTRACT:

State JSC 209,000.00

TOTAL REVENUE

209,000.00

EXPENSE

%

Personnel Services:

Salaries 30.00% 62,700.00

Benefits 3.00% 6,270.00

Payroll Taxes 4.50% 9,405.00

Sub-Total

78,375.00

Services & Supplies:

Prof Fees & EDP 2.75% 5,747.50

Subcontract Fees 45.00% 94,050.00

Program Supplies 1.50% 3,135.00

Telephone 1.20% 2,508.00

Postage/Shipping 0.55% 1,149.50

Occupancy 7.00% 14,630.00

Equipment Rent/Mnt 1.25% 2,612.50

Printing/Art/Pub 0.50% 1,045.00

Transportation 0.70% 1,463.00

Conferences/Mtgs 0.75% 1,567.50

Miscellaneous 1.30% 2,717.00

Sub-Total

130,625.00

TOTAL EXPENSE

209,000.00

Allocation for program --

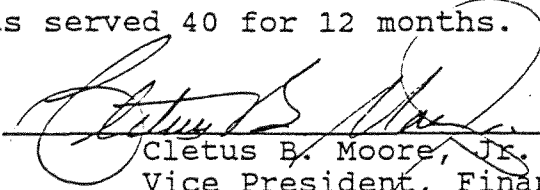
209,000.00

NET REVENUE (EXPENSE)

0.00

Total number of clients served 40 for 12 months.

Signature of Preparer:

  
Cletus B. Moore, Jr.  
Vice President, Finance & Administration

4/12/91

SUBCONTRACTOR: Open Meadow Learning Center

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

REVENUE

THIS  
PROGRAM  
50,000

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_

Other State Funds  
SB 854

5,500

Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL REVENUE \$ 55,500  
=====

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>32,200</u>	_____	_____	<u>32,200</u>
Taxes & Fringe	<u>7,640</u>	_____	_____	<u>7,640</u>
Sub-Total	<u>\$39,840</u>	\$ _____	\$ _____	<u>\$39,840</u>
Services & Supplies				
Communications	<u>710</u>	_____	_____	<u>710</u>
Contractual Svcs	<u>1,200</u>	_____	_____	<u>1,200</u>
Depreciation	<u>-</u>	_____	_____	<u>-</u>
Educ & Training	<u>650</u>	_____	_____	<u>650</u>
Equip Rental	<u>-</u>	_____	_____	<u>-</u>
Insurance	<u>1,040</u>	_____	_____	<u>1,040</u>
Occupancy	<u>3,300</u>	_____	<u>5,500</u>	<u>8,800</u>
Office Supplies	<u>350</u>	_____	_____	<u>350</u>
Postage	<u>200</u>	_____	_____	<u>200</u>
Printing	<u>650</u>	_____	_____	<u>650</u>
Program Supplies	<u>1,400</u>	_____	_____	<u>1,400</u>
Travel	<u>260</u>	_____	_____	<u>260</u>
Other: _____	<u>400</u>	_____	_____	<u>400</u>
Sub-Total	<u>\$10,160</u>	\$ _____	\$ <u>5,500</u>	<u>\$15,660</u>
TOTAL EXPENSE	\$ _____	\$ _____	\$ _____	<u>\$55,500</u> =====
NET REVENUE/(EXPENSE)	_____	_____	_____	<u>0</u> =====

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 417,000  
=====

Signature of Preparer: \_\_\_\_\_

Date: 4/30/91

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**E. QUESTION:** If the commission is planning to use any juvenile services funds for the zero-to-six age category, please explain the rationale.

---

These programs, the RFP and responses are fully described in the 1989-1991 Juvenile Services Plan, pgs. 132 - 142, and Appendix pgs. A 38-39. The programs meet the criteria of providing for the development and support of a developmental task/s for the age group for which they are provided. They are, further, what we have described as "companion" programs in that they are not stand alone efforts, but rather, compliment, extend and make more comprehensive an existing service. These programs have been reviewed by the Prevention Committee with the determination that they continue to meet a critical need on the Prevention continuum of service. Therefore, continuation is recommended.

**Boys and Girls Aid Society/Baby Steps**

Funding Amount: \$22,750

The program compliments the existing Boys and Girls Aid Young Parent Program. Baby Steps provides parent education to the teen parents of the children, as well as continuous screening of the children for developmental growth. Emphasis is child development and parent education.

**Native American Rehabilitation Association (NARA)/Youth Adolescent Prevention Program**

Funding Amount: \$31,218

The Youth Adolescent Prevention Program offers culturally specific education to Native American children up through the age of thirteen whose mother or father resides in the agency's drug and alcohol treatment facility. The program focuses on strengthening the parent/child relationship as well as developing coping skills. Emphasis: parent education, child development.

**Self Enhancement Inc./Middle School Program**

Funding Amount: \$67,032

Provides parent education and support to parents whose youth are involved in the middle school program; the service area is northeast Portland. The focus is on involving parents with their children and with the school their child attends. Emphasis: parent education.

YPO Approval \_\_\_\_\_  
Service Element # \_\_\_\_\_

SUBCONTRACTOR: The Boys & Girls Aid Society of Oregon  
BABY STEPS

ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

REVENUE	THIS PROGRAM
State CCYSC	\$22,750
County Gen'l Fund	
Other: _____	
Other State Funds	
Federal <u>\$6,641</u>	\$ 6,641
Client Fees	
Third Party	
Donations	
United Way	
Inkind	
Other: _____	
TOTAL REVENUE	\$ <u>29,391</u>

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	14,156	1,164	5,444	20,773
Taxes & Fringe	3,116	256	1,197	4,569
Sub-Total	\$ 17,281	\$ 1,420	\$ 6,441	\$ 25,342
Services & Supplies				
Communications	263			263
Contractual Svcs		240		240
Depreciation	1,008			1,008
Educ & Training	150			150
Equip Rental	366			366
Insurance	374			374
Occupancy	50			50
Office Supplies	349			349
Postage	149			149
Printing	150			150
Program Supplies	350			350
Travel	600			600
Other: _____				
Sub-Total	\$ 3,809	\$ 240	\$	\$ 4,049
TOTAL EXPENSE	\$ 21,090	\$ 1,660	\$ 6,641	\$ 29,391
NET REVENUE/(EXPENSE)				

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$ 3,063,008

Signature of Preparer: Ann Munday

Date: 4/12/91

04/16/91

09:51

NARA

P.01

YPO Approval

Service Element # YS03SUBCONTRACTOR: Native American Rehabilitation Association of the Northwest, IncANNUAL BUDGET  
FY 91 - 92

## YOUTH PROGRAM OFFICE

## REVENUE

THIS  
PROGRAMState CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_McJUV31,218

Other State Funds

Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL REVENUE

\$

31,218

## EXPENSES

## THIS CONTRACT

DIRECT  
COSTSINDIRECT  
COSTSOTHER  
THIS PROGRAMTOTAL  
THIS PROGRAMPersonnel Services  
Salaries & Wages  
Taxes & Fringe  
Sub-Total17,722  
4,253  
\$ 21,975

\$

\$

\$

17,722  
4,253  
21,975Services & Supplies  
Communications  
Contractual Svcs  
Depreciation  
Educ & Training  
Equip Rental  
Insurance  
Occupancy  
Office Supplies  
Postage  
Printing  
Program Supplies  
Travel  
Other: Client Care925  
125  
687  
1385  
1615  
400  
175  
600  
1131  
850  
1350

\$

\$

\$

925  
125  
687  
1,385  
1,615  
400  
175  
600  
1,131  
850  
1,350

Sub-Total

\$ 9243

\$

\$

\$

TOTAL EXPENSE

3121831,218

NET REVENUE/(EXPENSE)

-0--0-

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$

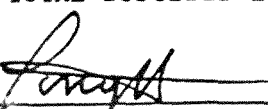
SUBCONTRACTOR: SELF ENHANCEMENT, INC.YPO Approval 1000000000  
Service Element # YS03ANNUAL BUDGET YOUTH PROGRAM OFFICE  
FY 91 - 92

## REVENUE

State CCYSC  
County Gen'l Fund  
Other: \_\_\_\_\_  
\_\_\_\_\_  
Other State Funds  
\_\_\_\_\_  
Federal \_\_\_\_\_  
Client Fees \_\_\_\_\_  
Third Party \_\_\_\_\_  
Donations \_\_\_\_\_  
United Way \_\_\_\_\_  
Inkind \_\_\_\_\_  
Other: \_\_\_\_\_  
\_\_\_\_\_THIS  
PROGRAM  
67,076  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
200,342  
88,000  
112,000  
500  
100,000  
218,000TOTAL REVENUE \$ 785,918 (Includ  
===== In-Kind  
Donation

EXPENSES	THIS CONTRACT		OTHER THIS PROGRAM	TOTAL THIS PROGRAM
	DIRECT COSTS	INDIRECT COSTS		
Personnel Services				
Salaries & Wages	<u>47,500</u>	<u>3,351</u>	<u>336,661</u>	<u>387,512</u>
Taxes & Fringe	<u>14,725</u>		<u>60,368</u>	<u>75,093</u>
Sub-Total	\$ <u>62,225</u>	\$ <u>3,351</u>	\$ <u>397,029</u>	\$ <u>462,605</u>
Services & Supplies				
Incentives			<u>49,300</u>	<u>49,300</u>
Contractual Svcs			<u>12,527</u>	<u>12,527</u>
Indirect			<u>24,658</u>	<u>24,658</u>
Trav., Ed., Train.	<u>1,500</u>		<u>9,516</u>	<u>11,016</u>
Utilities			<u>5,830</u>	<u>5,830</u>
Insurance			<u>8,500</u>	<u>8,500</u>
Occupancy			<u>32,084</u>	<u>32,084</u>
Office Equipment			<u>10,267</u>	<u>10,267</u>
Postage/Printing			<u>7,440</u>	<u>7,440</u>
Awards Luncheon			<u>5,000</u>	<u>5,000</u>
Program Supplies			<u>6,770</u>	<u>6,770</u>
Travel				
Support Services			<u>8,500</u>	<u>8,500</u>
Special Events			<u>46,090</u>	<u>46,090</u>
Sub-Total	\$ <u>1,500</u>	\$ _____	\$ <u>226,482</u>	\$ <u>227,982</u>
TOTAL EXPENSE	\$ <u>63,725</u>	\$ <u>3,351</u>	\$ <u>623,511</u>	\$ <u>690,587</u>
NET REVENUE/(EXPENSE)	=====	=====	=====	=====

TOTAL BUDGETED EXPENSE FOR ENTIRE AGENCY: \$

Signature of Preparer: Date: 4-5-91



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F..QUESTION: How does the commission plan to evaluate its efforts?

- b. How will program and/or service selected for funding be monitored and evaluated.
  - c. Provide a brief narrative description of the monitoring and evaluation process to be undertaken by the local commission.
- 

Commission-funded projects are monitored and evaluated through the Multnomah County Social Services Division Youth Program Office. Six program development specialists have evaluation responsibilities which are coordinated through an evaluation specialist. The process used by the Youth Program Office involves three stages of evaluation, which include; (1) contract monitoring, (2) process evaluation, and (3) outcome evaluation.

Contract compliance ensures that the providers are meeting the conditions of their contract through reporting who is served and what services are provided. Standardized forms (Client Tracking System) are completed on a monthly basis and monitored through the Youth Program Office (YPO). YPO staff are assigned to individual providers and responsible to utilize the data tracking system as well as contacts with the providers to facilitate ongoing monitoring of services and projects funded through the CCYSC Commission.

Process evaluation involves an expansion of evaluation efforts historically undertaken at the County level. Because of the nature of programs funded through the CCYSC, often targeting vulnerable populations including abused children and families in crisis, it is of critical importance basic professional and ethical standards are maintained throughout agency service delivery. Additionally, Multnomah County is committed to assessing and supporting our provider's ability and success in the following areas: (1) adequately serving culturally diverse youth and families in the community, (2) coordinating with other private and public social service providers in the community, and (3) providing service in a manner that treats youth and families with respect and consideration. These and other program attributes are assessed primarily through a site review process newly implemented during this current fiscal year (90/91). The standardized biannual site review process includes interviews with key program staff, visit to the program site, review of documents including a case file audit, client satisfaction survey, and a survey of community providers who network with the program evaluated.

Outcome evaluation is a second area of evaluation of increasing interest in Multnomah County. These evaluation efforts address the question, "Does it work?" Outcome evaluations are typically the most costly and time consuming type of evaluations undertaken. Multnomah County recognizes the critical importance of this information, particularly when monitoring new innovative service strategies for specific population groups. To ensure validity of

outcome information, care must be taken in the specific program design of these projects. Further, the outcome measurement process must not be so complex as to threaten the integrity of data collected, or more importantly, disable the provider's ability to deliver services. Currently YPO staff are working with providers to identify viable outcomes, design means for their measurement, and implement valid processes for reporting this information. This process has proved time consuming, and it is understood this area of evaluation will need to be implemented incrementally. County efforts have been focused first in areas where agreed upon outcome measures have been identified and are currently being collected in some format. Examples of these types of outcome measures include: arrests, convictions, school attendance, and grades.

- 
2. Provide timelines the local commission will follow to monitor and evaluate program and/or services selected for use of state grant funds.
- 

Monthly contact between providers and the Youth Program Office is facilitated through management of the client tracking system. Reports summarizing provider information to date is also available on a monthly basis. Youth Program Office staff complete a formal six-month review of provider's contract numbers and reported numbers served in January of each year.

The standardized site review process is completed for each provider on a biannual basis. Timelines for reporting and analysis of outcome data is specifically scheduled for providers. Minimally, data will be analyzed once a year. Currently, ongoing efforts are required to fine-tune development of measures and their individual reporting process.

An evaluation report will be prepared for each provider on an annual basis summarizing the pertinent evaluation information available. These reports will be available at the end of September for the previous fiscal year.

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H. QUESTION: What unmet needs were identified in the planning process but not addressed in the solutions section?

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#### Prevention Committee/Great Start Unmet Needs

The Great Start Plan provides a preliminary plan towards the development of a comprehensive set of Prevention services: Promotion, Protection, Screening

and Identification. Great Start provides for funding and solutions for children up through the age of six. Multnomah County's current effort focuses on zero to thirty months. The needs of those 31 months through age six need to be addressed.

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**I. QUESTION:** If a county's commitment rate exceeds its cap, describe the actions CSD, the local commission and the county juvenile department will take to reduce the county's commitment rates. Please include timelines.

---

This question is answered in large measure in an earlier section of this Plan: Adequacy of Intervention Programs and Services to Youth At Risk of Commitment to a State Training School. As mentioned, Multnomah County has had difficulty staying under its share of the State mandated cap on training school beds. Also, a disproportionately high share of County commitments have been African-American males. Recently, both these trends have begun to be reversed.

CSD and the County's Juvenile Justice Division are jointly managing this County's Downsizing Plan, and many of the programs built into the Plan are described in the "Adequacy" Section mentioned above.

The local CCYSC is responding to this issue as described in the Funding Section of this Plan. Briefly, an approach has been developed, and programs funded, which will assist primarily African American males, and to a lesser degree African American females through a variety of cooperating community-based programs. The activities of these programs and the programs which are part of Multnomah County's Downsizing Plan will be coordinated through the Commission's Intervention Committee.

In addition, the County CCYSC provides a variety of program offerings and services, through Youth Program Office contracts, which are intended to provide nurturing and support to families, thus lessening the possibility of entry into the juvenile justice system and commitment to State training schools, important factors in remaining below the cap.

Finally, two other resources to assist youth and programming for youth not otherwise mentioned in this Plan are the Northeast Rescue Plan and Sex Offender programs..

NE Rescue Plan Subcommittee: In response to the increase in gang activity and escalating crime and violence in NortheastPortland, a coalition of community-based organizations, citizens, business leaders, educators,

service providers and neighborhood associations came together in 1990 to develop an action plan which could be used to respond to the ills plaguing the community, including economic development, education, housing, employment and training, and health and safety issues.

Targeted gang response and resources to at-risk youth and their families was a significant part of the NE Rescue Plan. Many of the participants in the creation and marketing of the NE Rescue Plan were and continue to be program providers with involvement in our efforts to divert youth from behaviors and lifestyle choices which lead to probation and parole.

Sex Offender Treatment: Through contracts, several agency offerings are available for youth charged with sexual offense. These include a program operated by the Juvenile Justice Division which is designed for youth whose families do not participate in the treatment plan, the Morrison Center program for youth, and assessment and counseling at MacLaren Training School. A drawback, however, is the overburdened caseload and resulting backlogs which currently exist at the state training school which cause the sex offender youth to spend longer periods of time in training schools awaiting assessment and determination.

## FUNDED PROGRAMS

### GREAT START FUNDED PROGRAMS

	<u>FUNDING AMOUNT</u>
N/NE Parent Child Development Ctr.	\$178,017
SE Parent Child Development Ctr.	\$178,017*
Multnomah County Health Division	
Community Health Nurses	\$84,000
Prenatal Care	\$80,319
SKIP (Portland Public Schools)	\$26,802
American Red Cross	
Parent Education Project	\$18,000
Parenting Center	\$40,033
Child Care Scholarships	\$16,168

Potential Funding with Carry Over (See Addendum Attached)

NW Strategies

Scholarship Fund

### SRI FUNDED PROGRAMS

PPS Student Services	\$30,963
MESD Teen Mom Programs	\$11,907
	\$28,000
Untapped Potential	\$16,670
STIP (Portland IMPACT)	\$15,983
PPS Teen Mom	\$13,808

### RUNAWAY & HOMELESS PROGRAMS

Janis Youth Program/Harry's Mother	\$23,279
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### JUVENILE SERVICES PROGRAMS

SRI Alternative Schools	\$ 87,264
Janis/Harry's Mother	\$145,115
Open Meadow	\$ 50,000
POIC	\$ 50,000
Mainstream	\$ 40,000
Urban League	\$229,000*
Mercy Corps	\$ 70,724
BGAS - Baby Steps	\$ 22,750
NARA	\$ 31,218
Self Enhancement	\$ 67,032

\*See Attached Addendum

COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION  
MULTNOMAH COUNTY YOUTH PROGRAM OFFICE

Budget Summary 1991-92

REVENUES	SRI	GREAT START	RUNAWAY & HOMELESS	JSA	COUNTY	OTHER	TOTAL
(1991-93 Biennial)	246,452	1,432,469	49,350	1,771,623			
1991-92	124,377	716,000	24,675	884,543	2,623,161	179,000	4,551,756
State Carry-over		82,200		20,000			102,200
Total	124,377	798,200	24,675	904,543			4,653,956
<b>EXPENDITURES</b>							
<b>Operations</b>							
Administration	5,885	70,972	1,163	83,800	227,868	7,500	397,188
Indirect @ 5.37	334	4,848	70	5,450			10,702
Eval & Contract Monitoring		14,384		16,740			31,124
Total Operations	6,219	90,204	1,233	105,990	227,868	7,500	439,014
<b>Contracts</b>							
<b>Intervention:</b>							
Open Meadow - Commitment Reduction Support Project				50,000			50,000
POIC - Youth Diversion Educ. Clinic				50,000			50,000
Mainstream				40,000			40,000
Urban League				229,000			229,000
Mercy Corps/Give Us This Day				70,724			70,724
NE Neighborhood Coalition					197,281		197,281
Intervention Totals:				439,724	197,281		637,005
<b>Diversion/Early Interventions:</b>							
Mainstream Col Villa					22,593		22,593
NE Job Desk					19,734		19,734
Delaunay (NYSC)					239,215	13,597	252,812
Lutheran Family Svcs (NYSC)					212,461	12,210	224,671
Portland IMPACT (SEYSC)					242,453	13,783	256,236
Urban League (WEYSC)					263,845	14,985	278,830
YMCA (OEYSC)					234,396	13,320	247,716
YMCA (EYSC)					237,594	13,505	251,099
Mainstream YSC, only					196,321	11,100	207,421
SRI - Alternative Schools				87,264			87,264
Diversion/Early Interv Totals:				87,264	1,668,612	92,500	1,848,376
<b>Crisis Interv/Shelter Care:</b>							
Janis - Harry's Mother (Phone)					10,874		10,874
Burnside Projects (Youth Shelter)					96,563	79,000	175,563
Janis - Harry's Mother			23,279	145,115	127,236		295,630
Project LUCK					26,348		26,348
Outside In					32,226		32,226
Total Crisis Interv/Shelter Care:			23,279	145,115	293,247	79,000	540,641
<b>Prevention:</b>							
TNT/TLC					9,054		9,054
BGAS - Baby Steps				22,750	22,511		45,261
NARA - Youth Adolescent Prev Prgm				31,218			31,218
Self Enhancement - Middle School Prgm				67,032			67,032
PPS - Infant Toddler					95,502		95,502
Insights - LIT					35,362		35,362
Community Advocates - Kids Can					35,362		35,362
PPS Preschool Screen					5,279		5,279
N Portland Summer Teen Mom					3,801		3,801
N Portland YSC Teen Mom					26,394		26,394
ANA/SRI, Summer Program					2,888		2,888
Delaunay		178,017					178,017
Portland IMPACT		185,217					185,217
Health Division/CHE's		84,000					84,000
Multnomah Co Health Division		80,319					80,319
PPS		26,802					26,802
American Red Cross		18,000					18,000
Multnomah Co Library		40,033					40,033
Child Care Scholarships (YPO)		16,168					16,168
NW Strategies		48,000					48,000
Scholarship Fund		27,000					27,000
Total Prevention:		703,556		121,000	236,153		1,060,709
<b>Student Retention Initiatives:</b>							
PPS Stu Svcs	30,963						30,963
MESD Teen Mom 1	11,907						11,907
MESD Teen Mom 2-BGAS	28,000						28,000
Untapped Pot	16,670						16,670
STIP	15,983						15,983
PPS Teen Mom	13,808						13,808
Total SRI:	117,331						117,331
Sub-Total Contracts:	117,331	703,556	23,279	793,103	2,395,293	171,500	4,204,062
Indirect on Contracts at .7	827	4,440	163	5,450			10,880
Total Contracts:	118,158	707,996	23,442	798,553	2,395,293	171,500	4,214,942

COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION  
MULTNOMAH COUNTY YOUTH PROGRAM OFFICE

Budget Summary 1991-92

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EXPENDITURES							
Operations							
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Eval & Contract Monitoring		14,384		16,740			31,124
Total Operations	6,219	90,204	1,233	105,990	227,868	7,500	439,014
Contracts							
Intervention:							
Open Meadow - Commitment Reduction Support Project				50,000			50,000
POIC - Youth Diversion Educ. Clinic				50,000			50,000
Mainstream				40,000			40,000
Urban League				229,000			229,000
Mercy Corps/Give Us This Day				70,724			70,724
NE Neighborhood Coalition					197,281		197,281
Intervention Total:				439,724	197,281		637,005
Diversion/Early Intervention:							
Mainstream Col Villa					22,593		22,593
NE Job Desk					19,734		19,734
Delaunay (MYSC)					239,215	13,597	252,812
Lutheran Family Svcs (MYSC)					212,461	12,210	224,671
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YMCA (XCYSC)					237,594	13,505	251,099
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SRI - Alternative Schools				87,264			87,264
Diversion/Early Interv Total:				87,264	1,668,612	92,500	1,848,376
Crisis Interv/Shelter Care:							
Janis - Harry's Mother (Phone)					10,874		10,874
Burnside Projects (Youth Shelter)					96,563	79,000	175,563
Janis - Harry's Mother			23,279	145,115	127,236		295,630
Project LUCK					26,348		26,348
Outside In					32,226		32,226
Total Crisis Interv/Shelter Care:			23,279	145,115	293,247	79,000	540,641
Prevention:							
TNT/TLC					9,054		9,054
BGAS - Baby Steps				22,750	22,511		45,261
NARA - Youth Adolescent Prev Prgm				31,218			31,218
Self Enhancement - Middle School Prgm				67,032			67,032
FPS - Infant Toddler					95,502		95,502
Insights - LIT					35,362		35,362
Community Advocates - Kids Can					35,362		35,362
FPS Preschool Screen					5,279		5,279
N Portland Summer Teen Mom					3,801		3,801
N Portland YSC Teen Mom					26,394		26,394
AMA/SRI, Summer Program					2,888		2,888
Delaunay		178,017					178,017
Portland IMPACT		185,217					185,217
Health Division/CHN's		84,000					84,000
Multnomah Co Health Division		80,319					80,319
FPS		26,802					26,802
American Red Cross		18,000					18,000
Multnomah Co Library		40,033					40,033
Child Care Scholarships (YPO)		16,168					16,168
NW Strategies		48,000					48,000
Scholarship Fund		27,000					27,000
Total Prevention:		703,556		121,000	236,153		1,060,709
Student Retention Initiatives:							
FPS Stu Svcs	30,963						30,963
HESD Teen Mom 1	11,907						11,907
HESD Teen Mom 2-BGAS	28,000						28,000
Untapped Pot	16,670						16,670
STIP	15,983						15,983
FPS Teen Mom	13,808						13,808
Total SRI:	117,331						117,331
Sub-Total Contracts:	117,331	703,556	23,279	793,103	2,395,293	171,500	4,204,062
Indirect on Contracts at .7	827	4,440	163	5,450			10,880
Total Contracts:	118,158	707,996	23,442	798,553	2,395,293	171,500	4,214,942

Please provide three pages of budget information as part of your comprehensive plan. The following two pages are budget forms to be filled; the third page should include a list of programs for which you are requesting funding.

1. The first page is a summary of the administrative pieces of the funds you are requesting from the State Commission, broken out for each of the grant programs. Please provide the dollar amounts and the percentage of the total for administration, evaluation, community development projects and coordination and training on the form provided for each grant program.

2. The page entitled "Detail Budget" is to provide detail for the Administration column from the previous summary page, plus a line is

included for the community development projects. Please list the salaries and wages portion, including the number of months the position is to be funded, position title, full-time equivalent, the amount of funds you are requesting from the State Commission, FTE's from sources other than the State Commission, and dollars from the State Commission and from other sources for materials, equipment and services.

3. Also include lists of programs for which you are requesting state Commission funds. Include the program titles, amounts requested and whether the program will be funded by Great Start, Juvenile Services, Runaway & Homeless or Student Retention Initiative funds.

#### Summary of Commission Funds Requested 1991-93 Proposed Budget

	Administration		Evaluation		Community Development Projects		Coordination And Training		Total	
<b>Great Start</b>	75,820	9.4%	14,384	2.0%					90,204	
<b>Juvenile Services</b>	89,250	10.0%	16,740	2.0%					105,990	
<b>Runaway &amp; Homeless</b>	1,233	5.0%							1,233	
<b>Student Retention</b>	6,219	5.0%							6,219	
<b>Total</b>	172,522		31,124						203,646	



**Detail Budget****Part A: Salaries and Wages**

# Of Months	Position Title	FTE	Requested Amt.	Other FTE	Other Sources Amts.
	SEE ATTACHED				
Subtotal:					

Total

363,179

**Part B: Materials, Equipment, Services**

Description	Requested Amt.	Other	Total
<i>Materials</i>			
<i>Services</i>			
<i>Training</i>			
<i>Coordination</i>			
<i>Capital Outlay</i>			
<i>Indirect Costs</i>			
<i>Community Development Projects</i>			
<i>Other</i>			
Subtotal:			75,835
Total:	203,646	235,368	439,014

STATE CCYSC

COUNTY/CITY

BUD 1

91/92

BUDGET

REQUEST

AGENCY:  
HUMAN SERVICESORGANIZATION:  
SSD: YPO OperationsPREPARED BY:  
Kathy Tinkle

LGFS CODE

FUND:  
156AGENCY:  
010ORG NUMBER:  
1502DATE:  
06-Feb-91

OBJECT DETAIL	CURRENT	REQUEST	DIFFERENCE	% CHANGE
5100 Permanent	251,934	250,418	(1,516)	-0.6%
5200 Temporary	47,623	8,709	(38,914)	-81.7%
5300 Overtime	0	0	0	NA
5400 Premium Pay	3,779	0	(3,779)	-100.0%
5500 Fringe	72,045	68,282	(3,763)	-5.2%
DIRECT PERSONNEL COSTS	375,381	327,409	(47,972)	-12.8%
5550 Insurance Benefits	42,429	35,770	(6,659)	-15.7%
TOTAL PERSONAL SERVICES	417,810	363,179	(54,631)	-13.1%
6050 County Supplements	0	0	0	NA
6060 Pass Through Payments	0	50,853	50,853	NA
6110 Professional Services	38,626	18,000	(20,626)	-53.4%
6120 Printing	14,000	9,000	(5,000)	-35.7%
6130 Utilities	0	0	0	NA
6140 Communications	0	0	0	NA
6170 Rentals	6,000	0	(6,000)	-100.0%
6180 Repair and Maintenance	1,000	1,000	0	0.0%
6190 Maintenance Contracts	0	0	0	NA
6200 Postage	15,500	12,000	(3,500)	-22.6%
6230 Supplies	8,500	3,500	(5,000)	-58.8%
6270 Food	300	511	211	70.3%
6310 Education & Travel	7,000	2,100	(4,900)	-70.0%
6330 Local Travel and Mileage	3,600	600	(3,000)	-83.3%
6520 Insurance	0	0	0	NA
6530 External Data Processing	0	0	0	NA
6550 Drugs	0	0	0	NA
6610 Awards & Premiums	0	0	0	NA
6620 Dues & Subscriptions	200	150	(50)	-25.0%
DIRECT MATERIALS & SERVICES	94,726	97,714	2,988	3.2%
7100 Indirect Cost	34,963	23,410	(11,553)	-33.0%
7150 Telephone Services	5,173	3,240	(1,933)	-37.4%
7200 Data Processing Services	0	0	0	NA
7300 Motor Pool Services	1,200	1,200	0	0.0%
7400 Bldg. Mgt. Services	14,880	14,832	(48)	-0.3%
7500 Other Internal Services	0	0	0	NA
INTERNAL SERVICE REIMBURSEMENTS	56,216	42,682	(13,534)	-24.1%
TOTAL MATERIALS & SERVICES	150,942	140,396	(10,546)	-7.0%
8300 Other Improvements	0	0	0	NA
8400 Equipment	3,300	0	(3,300)	-100.0%
CAPITAL OUTLAY	3,300	0	(3,300)	-100.0%
DIRECT BUDGET	473,407	425,123	(48,284)	-10.2%
TOTAL BUDGET	572,052	503,575	(68,477)	-12.0%

PERSONNEL  
DETAIL

ORGANIZATION: SSD: Youth Program Office Operations

DATE: 06-Feb-91

FUND: 156 AGENCY: 010 ORG: 1502 PREPARED BY: Kathy Tinkle

FTE	JOB TITLE	JCN	NAME	BASE	FRINGE	INS BENEFITS	TOTAL
1.00	Office Asst 2	6001	Latimer, Julie	18,094	4,885	2,409	25,388
0.50	Office Asst. Senior	6002	Persen, Debra	11,153	3,011	2,887	17,051
1.00	Program Dev Spec	6021	Cohen, Davene	33,725	9,105	6,617	49,447
1.00	Program Dev Spec	6021	Li, Mary	28,717	7,753	2,667	39,137
1.00	Program Dev Spec	6021	Mc Cornack, Gayle	29,292	7,908	3,072	40,272
1.00	Program Dev Spec	6021	Sussex, Barbara	28,230	7,621	2,988	38,839
1.00	Program Dev Spec	6021	Tarr, Elizabeth	28,100	7,586	2,976	38,662
1.00	Program Dev Spec	6021	Vacant <i>Gary Smith</i>	27,372	7,378	4,569	39,319
1.00	Program Manager 1	9320	Morrissey, Michael	45,735	12,347	7,384	65,466

TOTAL	5100 PERMANENT	250,418	67,594	35,569	353,581
FTE	5200 TEMPORARY	8,709	688	201	9,598
8.50	5300 OVERTIME	0	0	0	0
R.	5400 PREMIUM	0	0	0	0
0	TOTAL	259,127	68,282	35,770	363,179

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## APPENDICES

MULTNOMAH COUNTY  
COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION

PROFESSIONAL MEMBERS

TERM

Cornetta Smith  
Albina Ministerial Alliance

10/26/89-10/29/9

Linda Bergman  
Presiding Juvenile Court Judge

10/26/89-10/29/83

Lee Po Cha  
International Refugee Center of Oregon

10/26/89-10/29/92

Sharon McCluskey  
Portland Community College

10/26/89-10/29/93

Opal Chancellor-Moore  
Portland Public Schools

3/12/91-10/29/92

Sarojini Budden, MD

10/26/89-10/29/91

LAY MEMBERS

Bill Prows (Chair)

10/26/89-10/29/93

Consuelo Saragoza

10/29/90-10/29/94

Maria Tenorio

10/29/90-10/29/94

Karen Hefflin

10/29/90-10/29/94

Shirley Hamilton

10/26/89-10/29/94

Muriel Goldman

10/26/89-10/29/91

Jan Johnson

10/29/90-10/29/94

Jerry Gillham

10/26/89-10/29/91

MULTNOMAH COUNTY  
COMMUNITY CHILDREN AND YOUTH SERVICES COMMISSION  
B Y L A W S

ARTICLE I - NAME

- Sec. 1 The name of this organization shall be the Multnomah County Community Children and Youth Services Commission, hereinafter referred to as the "Commission."

ARTICLE II - PURPOSE

- Sec. 2 The first purpose of this organization shall be to carry out the mandate of the Community Children and Youth Services Act, ORS 417.000ff, in cooperation with the Multnomah County Executive, the Board of County Commissioners, and the Multnomah County Juvenile Court Judges, and:
- a. Satisfy the specific directions to obtain funding under the Community Children and Youth Services Act and set forth in the Order of the Multnomah County Board of Commissioners dated December 1, 1989.
  - b. Fulfill the provisions of the Mission Statement: The mission of the CCYSC is to enhance youth and family development through contracted service delivery, advocacy and planning; to prevent or curtail delinquent behavior and to reduce the need for institutional placement of youth; to promote broad-based local coordination and cooperation in planning and monitoring programs and services; and to advocate for and participate in developing the provision of a continuum of services in Multnomah County from prevention through intervention.



### ARTICLE III - MEMBERS

- Sec. 1 Number and Selection. The membership shall consist of a chairperson and not less than eleven nor more than twenty other members appointed by the County Executive/Board of County Commissioners and the presiding judge of the Juvenile Department of the Fourth Judicial District of Oregon, referred to hereinafter as the "Appointing Authority."
- Sec. 2 Term of Office. Members shall be appointed for a term of four years and shall be eligible for reappointment.
- Sec. 3 Composition/Membership. A majority of the Commission including the chairperson shall be lay citizens, as defined in the Community Children and Youth Services Act. The Commission will maintain a diverse membership as guided by the Commission Diversity Policy.
- Sec. 4 Duties. Members shall actively participate in carrying out the responsibilities of the Commission, shall be required to attend regular meetings of the Commission and committees to which they have been assigned, and perform such other duties as assigned.
- Sec. 5 Termination. The Commission may recommend to the Appointing Authority that a member's position be declared vacant when the member has been absent from three consecutive Commission meetings without excuse.
- Sec. 6 Vacancies. The Appointing Authority shall make appointments to fill vacancies upon recommendation of the Commission. Such appointments shall be for the duration of the unexpired term.
- Sec. 7 Voting. There shall be no voting by proxy.

#### ARTICLE IV - OFFICERS

- Sec. 1 Chairperson. The chairperson shall be a lay citizen appointed by the Appointing Authority upon recommendation of the Commission. The chairperson shall call, set the agenda, and preside at all meetings of the Commission, assign tasks as are necessary to carry out the purposes of the organization, and shall be an ex officio member of all committees. The term of this office shall be two years and an incumbent shall be eligible for re-election.
- Sec. 2 Vice-Chairperson. The Commission may elect one of its members to the position of vice-chairperson who is responsible for presiding at any regular or special meeting of the Commission in the absence of the chairperson and for assisting the chairperson to discharge the duties of that office. The term of this office shall be one year and an incumbent shall be eligible for re-election.

#### ARTICLE V - COMMITTEES

- Sec. 1 Number and Designation. The Commission shall make recommendations to the Board of County Commissioners regarding the number and designate the responsibilities of its committees.
- Sec. 2 Executive Committee. The Commission shall maintain an Executive Committee composed of the chairpersons of all standing committees, the chairperson of the Commission, and two other Commission members as designated by the Commission chairperson. The committee shall be responsible for setting the Commission agenda, assisting

in recommending replacements for vacant positions, acting for the Commission in emergency situations and guiding the Commission on issues which affect the Commission in its entirety.

- Sec. 3 Committee Chairpersons. The Commission shall appoint committee members, and the Commission chairperson shall charge a chairperson for each committee. The committee chairperson shall be responsible for scheduling meetings, assignment of specific tasks necessary to fulfill the committee's responsibilities, chair meetings of the committee, and make reports of committee findings and decisions to the Commission.
- Sec. 4 Committee Membership. Each committee shall consist of at least three Commission members, one of whom is the chairperson. Reports on decisions and activities of the committee shall indicate the position of these members. If a vacancy of a Commission member occurs on a committee, the chair will appoint a replacement within 30 days. Committee membership will be diverse as guided by the Commission Diversity Policy.
- Sec. 5 Committee Advisors. The committee members may invite up to 12 other lay citizens and persons working in the children and youth services field to attend and participate in committee meetings. Three committee members may be representatives of provider agencies. All committee members are eligible to vote on action items except the provider representatives.

## ARTICLE VI - MEETINGS

- Sec. 1 Regular Meetings. The Commission shall meet at least once in each month except when agreed upon by a majority of members. Regular meetings shall be announced to members by written notice mailed at least four days prior to the meeting.
- Sec. 2 Special Meetings. In addition to regular meetings, the chairperson may call special meetings by giving members three days written, verbal, or telephone notice, or by announcement at a meeting of the Commission.
- Sec. 3 Quorum. A majority of duly appointed members shall constitute a quorum.

## ARTICLE VII - STAFF ASSISTANCE

- Sec. 1 Staff Assistance. The Commission shall be provided with staff assistance. The lead staff person shall be hired with the advice of the chairperson of the Commission. The Commission shall participate in staff hirings.

## ARTICLE VIII - PARLIAMENTARY AUTHORITY

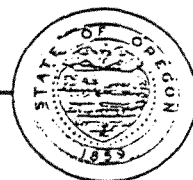
- Sec. 1 Robert's Rules of Order Newly Revised shall be the parliamentary authority in all cases not covered by these bylaws.

## ARTICLE IX - AMENDMENT OF THESE BYLAWS

Sec. 1 Amendments may be approved by two-thirds of the members present at any regular or special meeting but not less than a majority of the members of the Commission, provided that written notice of the proposed amendment has been given not less than seven nor more than thirty days prior to the meeting.

# NEWS RELEASE

## OREGON DEPARTMENT OF EDUCATION



July 23, 1990

### OREGON ANNUAL DROPOUT RATE IS 7.4 PERCENT

Students who are mobile and behind in credits are the most likely to drop out of high school, according to a report released today by the Oregon Department of Education.

The report shows that 7.4 percent of Oregon's high school students dropped out of school during a one-year period which ended Oct. 15, 1989.

"This is an historical report," said State School Supt. John Erickson. "For the first time, we have a clear snapshot of the young people who drop out of high schools in Oregon. This report gives us local and statewide pictures and will serve as a benchmark in our efforts to retain and graduate students in the future."

Dropouts now are measured by a new definition and reporting system adopted by the State Board of Education in 1988. A student who left school to enter a GED program is included as a dropout. Those students accounted for 1 out of every 10 dropouts.

Erickson said relating the 7.4 percent annual dropout rate to the 25 percent figure commonly used in state and national discussions is inaccurate statistically. "This tells us what happened in a one-year time frame -- period," he said. "Projecting it out over four years can't be done because, until now, everybody measured dropouts with a different yardstick. Give us three more years and we'll have not only a composite figure, but also a graphic chart of the progress we're making."

Information is compiled at the state, county, district, and school level. Results were sent to school districts Friday, and a state announcement was planned for July 30. "We wanted to give school officials time to review their information before we made any media announcement," Erickson said. "Not all school officials complied with the request to wait for the state announcement compelling this office to release the information today in order to provide a complete picture."

Erickson cautioned that local figures should be viewed with several things in mind.

"Demographic factors associated with dropping out are perhaps more powerful than some schools have the ability to control. You might see higher rates in some districts doing their utmost to retain students. You also might see higher rates in some districts where students have easy access to community college GED programs," he added.

"For these and other reasons, comparisons should be made over time and be focused on the track record of each school or district."

Here are some highlights of the state report:

--Of those who dropped out, 72 percent were enrolled in the school district less than one year and 30 percent were in the district less than two months. Less than one percent of the dropouts had been in the same district for more than five years.

--Students who drop out are deficient in academic credits compared to what would be expected of their age group. Forty-seven percent who dropped out were classified as seniors by age, but only 11 percent had enough credits to be regarded as seniors. In contrast, eight percent were ninth graders according to their birthdate and 36 percent were ninth graders according to the number of credits they had accumulated.

--Students in larger high schools (those with 600 or more students in grades 10-12) had a dropout rate of 8.5 percent, while those in the smallest schools (under 75 students) dropped out at a rate of 4.4 percent.

--Three of four minority groups dropped out at a higher rate than the state average. Hispanics dropped out at a rate of 14.3 percent, followed by Native Americans with 12 percent and Blacks with 8.8 percent. Whites dropped out at a rate of 7.2 percent. Asian Americans had the lowest rate -- 4.3 percent.

--Students are more likely to drop out in the early fall or late spring. Twenty-eight percent of the dropouts left in September and October and 25 percent left in March and April.

--More males than females dropped out of school. Males accounted for 56 percent of all dropouts although they are 51 percent of the state's high school population.

There was some encouraging news in the report, according to Erickson. "During the same one-year period, 641 students who had left school returned. Schools ought to be encouraging this kind of re-entry."

#####

(contact Judy Miller: 378-5585)

OREGON EARLY LEAVERS REPORTING PROJECT  
Reporting Year October 16, 1988 - October 15, 1989

TOTALS ON THIS REPORT ARE FOR: MULTNOMAH COUNTY

Page 1 of 2

, OR

The number of students included in this TOTAL POPULATION (Oct 1 '88 enrollment) is: ..... 21,500

Some early leavers are NOT classified as "Dropouts." Leavers in these categories include:

...those educated elsewhere with "flow through" basic school support dollars .....	5
...those issued an alternate award or certificate for program completion .....	1
...those transferred to a mental health, juvenile or substance abuse program .....	6
...those who died during this reporting year .....	2

During this same time period, some students who had previously dropped out of school returned.

The number of these RESCINDED dropouts is ..... 78

The TOTAL number of all DROPOUTS reported for > MULTNOMAH COUNTY < is: ..... 1,595

This results in an annual DROPOUT rate for this reporting year of: ..... 7.38 %

The GENDER distribution of these dropouts is ....	MALE	% of TTL	FEMALE	% of TTL	UNKNOWN
	=====	=====	=====	=====	=====
	884	55.42	697	43.70	14

The ETHNIC distribution of these dropouts is ....

	DROPOUTS	% of TTL
	=====	=====
White .....	1,115	69.91
Black .....	173	10.85
Hispanic .....	57	3.57
Asian American .....	82	5.14
Native American .....	37	2.32
UNKNOWN .....	131	8.21

A comparison of these dropouts by SCHOOL SIZE below lists the percentage of the total student population and the the percentage of all dropouts from each size classification. The OSAA classifications used are based on size but allow minor overlaps to keep similar schools in the same classifications.

The SCHOOL SIZE distribution for these dropouts is	POPU	% of TTL	DROPOUTS	% of TTL	% of POP
	=====	=====	=====	=====	=====
AAA - (more than 600 in grades 10-12) ...	21,094	98.97	1,592	99.81	7.55
AA - (more than 200 in grades 10-12) ...	0	0.00	0	0.00	N/A
A - (more than 75 in grades 10-12) ....	220	1.03	3	0.19	1.36
B - (the smallest schools) .....	0	0.00	0	0.00	N/A
JrHi - (usually grades 7-9) .....	0	0.00	0	0.00	N/A
Unkn - (can't identify the school) .....	0	0.00	0	0.00	N/A
	=====		=====		
TOTAL .....	21,314		1,595		



OREGON EARLY LEAVERS REPORTING PROJECT  
Reporting Year October 16, 1988 - October 15, 1989

TOTALS ON THIS REPORT ARE FOR: MULTNOMAH COUNTY

Page 2 of 2

, OR

Grade designations can be assigned to dropouts based on the graduation date predicted from his/her birthdate. Using the state policies in effect when these students began their public schooling (cut off date of November 15th), their age when they dropped out was computed and then they were assigned to the grade they should have attained based on normal, annual grade promotions. Some dropouts are classed as 8th graders using these rules.

Seniors -	324	20.31%	Juniors -	371	23.26%	Sophs -	286	17.93%	Frosh -	169	10.60%
8th Gr -	25	1.57%	Post 12 -	273	17.12%	Unknown -	147	9.22%			

Grade placement could also be computed as a PERCENT OF THE REQUIRED CREDITS EARNED when the student dropped out. Credits earned as of the time the student dropped can be divided by the number of credits required for graduation by that school. Dropouts with less than 25% of the required credits would be listed as freshmen; more than 25% but less than 50% would be listed as sophomores; more than 50% and less than 75% as juniors; more than 75% would be seniors. Unknown placements result when either, or both, the credits required, or the credits earned were not reported.

>75% Cr	99	6.21%	50%-74%Cr	211	13.23%	25%-49%Cr	259	16.24%	<25% Cr	618	38.75%
UNKNOWN grade placements based on earned credits: .....							408	25.58%			

These dropouts are distributed by the MONTH THEY WITHDREW FROM SCHOOL in these ways:

JAN -	138	8.65%	FEB -	131	8.21%	MAR -	214	13.42%	APR -	213	13.35%
MAY -	98	6.14%	JUN -	7	0.44%	JUL -	1	0.06%	AUG -	9	0.50%
SEP -	337	21.13%	OCT -	175	10.97%	NOV -	134	8.40%	DEC -	100	6.27%
UNKNOWN withdrawal month - - -			39	2.45%							

These dropouts are distributed according to their cumulative TENURE IN THIS DISTRICT PRIOR TO LEAVING in this way:

Less than 2 wks -	258	16.18%	Less than 2 mos -	580	36.36%	Less than 1 yr -	1,094	68.59%
Less than 5 yrs -	1,274	79.97%	(More than 5 yrs -)	23	1.44%	(UNKNOWN Tenure -)	298	18.63%

Dropouts can be distributed according to the WITHDRAWAL CODES assigned when they left school:

W3-private schl..	52	3.26%	W4-moved away....	105	6.58%	W5-compulsory age	50	3.13%
W6-work permit...	252	15.90%				UNKNOWN Code.....	114	7.15%
W8-10 day abs....	300	18.91%	W8-Expelled.....	49	3.07%	W8-Other Reason..	673	42.19%

We know for sure that some dropouts participated in certain specialized programs. Counts and the percentages of all dropouts that they represent are listed next.

Eng as 2nd Lang -	33	2.07%	Talented/Gifted -	0	0.00%	Chapter I Prog -	144	9.03%
			Special Educ -	113	7.08%			

Some dropouts were reported in SPECIAL CATEGORIES, including:

Students released to an adult equivalency program, but no transcripts requested . -	38	2.38%
Students going to a GED program outside of the district getting flow-through funds -	1	0.06%
Students going to a GED program administered by the reporting school district . -	14	0.98%
Students going to a GED program not described by either of the two options above. -	93	5.83%

OREGON EARLY LEAVERS REPORTING PROJECT  
Reporting Year October 16, 1988 - October 15, 1989

TOTALS ON THIS REPORT ARE FOR: OREGON STATEWIDE TOTALS  
Oregon Department of Education  
Salem, OR 97310

Page 1 of 2

The number of students included in this TOTAL POPULATION (Oct 1 '88 enrollment) is: ..... 131,829

Some early leavers are NOT classified as "Dropouts." Leavers in these categories include:

...those educated elsewhere with "flow through" basic school support dollars .....	45
...those issued an alternate award or certificate for program completion .....	17
...those transferred to a mental health, juvenile or substance abuse program .....	142
...those who died during this reporting year .....	53

During this same time period, some students who had previously dropped out of school returned.  
The number of these RESCINDED dropouts is ..... 641

The TOTAL number of all DROPOUTS reported for > OREGON STATEWIDE TOTALS < is: ..... 9,802  
This results in an annual DROPOUT rate for this reporting year of: ..... 7.44 %

The GENDER distribution of these dropouts is ....	MALE	% of TTL	FEMALE	% of TTL	UNKNOWN
	=====	=====	=====	=====	=====
	5,443	55.53	4,269	43.55	90

The ETHNIC distribution of these dropouts is ....	POPU	% of TTL	DROPOUTS	% of TTL	% of POP
	=====	=====	=====	=====	=====
White .....	-N/A-	90.50	8,110	82.74	-N/A-
Black .....	-N/A-	2.10	232	2.37	-N/A-
Hispanic .....	-N/A-	2.80	510	5.20	-N/A-
Asian American .....	-N/A-	2.80	158	1.61	-N/A-
Native American .....	-N/A-	1.50	238	2.43	-N/A-
UNKNOWN .....	-N/A-	0.00	554	5.65	-N/A-

A comparison of these dropouts by SCHOOL SIZE below lists the percentage of the total student population and the the percentage of all dropouts from each size classification. The OSAA classifications used are based on size but allow minor overlaps to keep similar schools in the same classifications.

The SCHOOL SIZE distribution for these dropouts is	POPU	% of TTL	DROPOUTS	% of TTL	% of POP
	=====	=====	=====	=====	=====
AAA - (more than 600 in grades 10-12) ...	87,394	66.51	7,425	75.75	8.50
AA - (more than 200 in grades 10-12) ...	27,031	20.57	1,550	15.81	5.73
A - (more than 75 in grades 10-12) ....	9,862	7.51	582	5.94	5.90
B - (the smallest schools) .....	2,057	1.57	90	0.92	4.38
JrHi - (usually grades 7-9) .....	5,046	3.84	112	1.14	2.22
Unkn - (can't identify the school) .....	0	0.00	43	0.44	N/A
	=====	=====	=====	=====	=====
TOTAL .....	131,390		9,802		

COUNTIES are designated as METRO or NON-METRO based on population density figures. This is a standard procedure in population studies. Benton, Clackamas, Jackson, Lane, Marion, Multnomah, Polk and Washington counties are classified as METROPOLITAN. All other Oregon counties are NON-METROPOLITAN.

The COUNTY CLASSIFICATION for these dropouts is	POPU	% of TTL	DROPOUTS	% of TTL	% of POP
	=====	=====	=====	=====	=====
METROPOLITAN Counties .....	81,800	62.26	6,533	66.65	7.99
NON-METROPOLITAN Counties .....	49,590	37.74	3,226	32.91	6.51
	0	0.00	43	0.44	N/A

OREGON EARLY LEAVERS REPORTING PROJECT  
Reporting Year October 16, 1988 - October 15, 1989

TOTALS ON THIS REPORT ARE FOR: OREGON STATEWIDE TOTALS  
Oregon Department of Education  
Salem, OR 97310

Page 2 of 2

Grade designations can be assigned to dropouts based on the graduation date predicted from his/her birthdate. Using the state policies in effect when these students began their public schooling (cut off date of November 15th), their age when they dropped out was computed and then they were assigned to the grade they should have attained based on normal, annual grade promotions. Some dropouts are classed as 8th graders using these rules.

Seniors - 2,534	25.85%	Juniors - 2,404	24.53%	Sophs - 1,575	16.07%	Frosh - 712	7.26%
8th Gr - 77	0.79%	Post 12 - 2,090	21.32%	Unknown - 410	4.18%		

Grade placement could also be computed as a PERCENT OF THE REQUIRED CREDITS EARNED when the student dropped out. Credits earned as of the time the student dropped can be divided by the number of credits required for graduation by that school. Dropouts with less than 25% of the required credits would be listed as freshman; more than 25% but less than 50% would be listed as sophomores; more than 50% and less than 75% as juniors; more than 75% would be seniors. Unknown placements result when either, or both, the credits required, or the credits earned were not reported.

>75% Cr	1,063	10.84%	50%-74% Cr	1,717	17.52%	25%-49% Cr	2,026	20.67%	<25% Cr	3,570	36.42%
UNKNOWN grade placements based on earned credits: .....				1,426	14.55%						

These dropouts are distributed by the MONTH THEY WITHDREW FROM SCHOOL in these ways:

JAN - 1,076	10.98%	FEB - 956	9.75%	MAR - 1,243	12.68%	APR - 1,227	12.52%
MAY - 490	5.00%	JUN - 405	4.13%	JUL - 3	0.03%	AUG - 86	0.88%
SEP - 1,680	17.14%	OCT - 1,091	11.13%	NOV - 773	7.89%	DEC - 646	6.59%
UNKNOWN withdrawal month - - -		126	1.29%				

These dropouts are distributed according to their cumulative TENURE IN THIS DISTRICT PRIOR TO LEAVING in this way:

Less than 2 wks- 1,130	11.53%	Less than 2 mos- 2,987	30.47%	Less than 1 yr - 7,080	72.23%
Less than 5 yrs- 8,687	88.62%	(More than 5 yrs - ) 56	0.57%	(UNKNOWN Tenure - ) 1,059	10.80%

Dropouts can be distributed according to the WITHDRAWAL CODES assigned when they left school:

W3-private schl.. 313	3.19%	W4-moved away.... 906	9.24%	W5-compulsory age 419	4.27%
W6-work permit... 1,207	12.31%			UNKNOWN Code..... 474	4.84%
W8-10 day abs.... 2,469	25.19%	W8-Expelled..... 235	2.40%	W8-Other Reason.. 3,779	38.55%

We know for sure that some dropouts participated in certain specialized programs. Counts and the percentages of all dropouts that they represent are listed next.

Eng as 2nd Lang- 220	2.24%	Talented/Gifted- 6	0.06%	Chapter I Prog - 485	4.95%
		Special Educ - 815	8.31%		

Some dropouts were reported in SPECIAL CATEGORIES, including:

Students released to an adult equivalency program, but no transcripts requested . -	461	4.70%
Students going to a GED program outside of the district getting flow-through funds-	52	0.53%
Students going to a GED program administered by the reporting school district . . -	91	0.93%
Students going to a GED program not described by either of the two options above. -	810	8.26%



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES  
YOUTH PROGRAM OFFICE  
426 S.W. STARK ST., SIXTH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3565  
FAX NUMBER 248-3379

CHILDREN AND  
YOUTH SERVICES  
COMMISSION

## MEMORANDUM

TO: CCYSC

FROM: Michael Morrissey

SUBJECT: Intervention Committee Recommendations re: RFP's

DATE: September 17, 1990

~~~~~

The following recommendations and ratings are based on the Intervention Committee's involvement in four Request for Proposals. The Committee has read the proposals, interviewed candidates, and made the following recommendations to the full Commission:

| <u>RFP</u>                               | <u>AGENCY</u> | <u>SCORE</u> | <u>FUNDING</u> |
|------------------------------------------|---------------|--------------|----------------|
| <u>Boys Professional</u>                 | Open Meadow   | 84.5         | 37,500         |
|                                          | POIC          | 84.0         | 37,500         |
|                                          | Mainstream    | 88.0         | 30,000         |
| Recommendation: Fund all at full request |               |              |                |

|                                                     |                        |      |        |
|-----------------------------------------------------|------------------------|------|--------|
| <u>Girls Shelter</u>                                | Mercy Corps Internat'l |      |        |
|                                                     | (Give Us This Day)     | 87.4 | 25,500 |
|                                                     | YWCA                   | 57.6 |        |
|                                                     | Boys & Girls Aid Soc.  | 54.0 |        |
| Recommendation: Strongly recommend Give Us This Day |                        |      |        |

|                                                                                         |           |      |  |
|-----------------------------------------------------------------------------------------|-----------|------|--|
| <u>Girls Support</u>                                                                    | Red Cross | 67.0 |  |
|                                                                                         | YWCA      | 57.3 |  |
| Recommendation: Funding for this RFP, \$25,000, should be directed to Give Us This Day. |           |      |  |

|                       |      |      |
|-----------------------|------|------|
| <u>Boys Community</u> | YMCA | 48.6 |
|-----------------------|------|------|

Recommendation: No award to YMCA; further discussion with providers.  
(Sole source or possibly re-bid RFP)

## PROJECT LUCK PARTICIPATING AGENCIES

BOYS AND GIRLS AID SOCIETY  
2301 NW Glisan  
Portland, OR 97210

Phone: 222-9661  
LUCK contact: Regena Warren

The program's goal is to reduce the social and health risks of both mother and child by assisting in the parenting process and by meeting concrete needs. Services offered to young mothers include peer support groups, volunteer home visitors, individual counseling and case management. The "Safe Place" program provides short-term transitional housing for teen parent families for up to 60 days.

BURNSIDE PROJECTS YOUTH SHELTER  
1318 SW Washington  
Portland, OR 97205

Phone: 274-8558  
LUCK contacts: Sallie Bird  
Cynthia Butts

Provides emergency night shelter, including meals, for street youth. Youth referred from community agencies receive priority access and may stay at the shelter for an average of 30 days. Note: To refer a youth to the shelter, call the number above between 10:00 a.m. and 5:00 p.m. The Shelter can house youth from 9:00 p.m. - 9:00 a.m. daily. Youth who self-refer to the shelter are accepted on a first come, first serve basis.

CHILDREN'S SERVICES DIVISION  
815 NE Davis  
Portland, OR 97232

Phone: 238-8239  
LUCK contact: Sarah Claiborne

State agency providing treatment, short and long term out-of-home care and case management to children.

DEPAUL'S HOMELESS YOUTH DAY TREATMENT  
1312 SW Washington  
Portland, OR 97205

Phone: 294-1450  
LUCK contact: Karen Muentner  
Scott Snedcor

This program offers outreach and intervention services to homeless youth who have been assessed as being alcohol and drug affected in addition to any other problems causing or resulting from their homelessness. Youth self referred may attend open drop-in from 9:00 a.m. to 11:00 a.m. Agency or service providers may refer youth by calling program staff. Evening recreation and education groups are also available. Limited transitional housing is available for youth participating in treatment through Outside-In.

INSIGHTS TEEN PARENT PROGRAM  
1811 NE 39th  
Portland, OR 97212

Phone: 281-5366  
LUCK contacts: Diane Turner  
John Lass

For teen parents (19 and under). Provides outreach services for teen moms and dads and their families. Services range from crisis intervention to concrete assistance with baby clothes and formula. Referrals and support provided for parenting classes, Community Health Nursing visits, support groups, return to school or GED programs and other needed services.

JANIS RUNAWAY & HOMELESS YOUTH SRVS  
3942 SE Hawthorne  
Portland, OR 97214

Phone: 233-8111 (Harry's Mother)  
238-1702 (Will. Bridge Hse)  
LUCK contacts: Jerry Fest  
Laurel Singer  
Judy McGavin

Provides long-term residential options for street youth, including the Willamette Bridge, a voluntary residential program to transition youth (under age 20) to independent living and satellite transition apartments. Follow-up services are offered to all clients. Janis also provides training and consultation to agencies working with street youth..

MULTNOMAH COUNTY HEALTH DIVISION  
20 NE 10th  
Portland, OR 97232

Phone: 248-3030  
LUCK contact: Wendy Rankin

Works in cooperation with other Project LUCK participating agencies to provide educational and counseling services to street youth about AIDS and sexually transmitted diseases. Multnomah County staff are also available to provide agencies with staff training on general AIDS information and infection control.

MULTNOMAH COUNTY JUVENILE COURT  
1401 NE 68th  
Portland, OR 97213

Phone: 248-3460  
LUCK contact: Jody Darr

The Options program provides services to adolescent girls and boys involved in prostitution.

MULTNOMAH COUNTY YOUTH PROGRAM OFFICE  
426 SW Stark, Sixth Floor  
Portland, OR 97205

Phone: 248-3565  
LUCK contact: Barb Sussex

Funds TCYSC and Project LUCK as well as several runaway/homeless youth programs. Assists with coordination and planning around services for runaway and homeless youth.

OUTSIDE IN  
1030 SW 13th  
Portland, OR 97205

Phone: 223-4121  
LUCK contact: Maureen Brennan

Provides services to street youth including emergency food and housing, a 90 day housing program, medical services, pre-natal care, educational and job training, and a drop-in center for linkage to other LUCK agencies.

PORTLAND COMMUNITY COLLEGE  
12000 SW 49th Ave.  
Portland, OR 97219

Phone: 244-6111 ext. 2485  
LUCK contact: Neal Naigus

In cooperation with Outside-In, assists street youth in accessing vocational training programs, GED preparation and college classes.

PPX ADDICTIONS ACUPUNCTURE CENTER  
727 NE 24th  
Portland, OR 97232

Phone: 239-0888  
LUCK Contact: David Eisen

Central City Concern operates this acupuncture clinic specifically to assist youth in detoxing from all drugs. Acupuncture staff also refer youth to other alcohol/drug treatment resources. Acupuncture clinics are held daily at the above location and are free to any youth under 21 in Multnomah County. Please call the number above for other clinic locations.

TRI-COUNTY YOUTH SERVICES CONSORTIUM  
2000 SW First, Suite 100  
Portland, OR 97201

Phone: 227-6445  
LUCK contacts: Lisa Burk  
Bob Donough

Provides LUCK agencies with training for staff and volunteers, coordination, technical assistance and community education about street youth and juvenile prostitution.

WHITE BUFFALO PROJECT  
8532 SE 17th  
Portland, OR 97202

Phone: 236-0026  
LUCK Contact: Linda Huddleston

The White Buffalo Center is an information and referral resource with direct services for Indian youth ages 0-24 years. Services include advocacy and counseling for homeless, runaway and/or displaced Indian youth, cultural interface and staff training to facilitate communication, clean-up and laundry for Indian youth, Portland Indian Clinic (medical and mental health services), foster care and parent training classes, and referrals to other services.

YELLOW BRICK ROAD OF PORTLAND, INC.  
P.O. Box 9303  
Portland, OR 97207

Phone: 238-8614  
LUCK contact: Jerry Fest

Yellow Brick Road is an advocacy project focusing on creative alternatives for street youth, training, public education and outreach.

YWCA GIRLS EMANCIPATION PROGRAM  
1111 SW 10th  
Portland, OR 97205

Phone: 223-6281  
LUCK contact: Jessica Montgomery

Offers an intensive 90-day residential program for girls with a focus on teaching girls independent living skills. After-care and follow-up is provided for graduates of this program.

projlck.990

Meeting Date: JUN 20 1991

Agenda No.: 2-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: Ordinance

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ (date) \_\_\_\_\_ REGULAR MEETING 6/20/91 \_\_\_\_\_ (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins, Merlin Reynolds TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Jim Munz

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

An Ordinance abolishing the Department of General Services, repealing MCC 2.30.450, amending MCC 2.30.200, and assigning certain functions to the County Chair's Office

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCarty

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. \_\_\_\_\_

An ordinance abolishing the Department of General Services, repealing MCC 2.30.450, amending MCC 2.30.200, and assigning certain functions to the County Chair's Office.

Multnomah County ordains as follows:

Section I. Purpose

(A) Passage of Ballot Measure 5 has significantly reduced the revenue the County will receive from property taxes;

(B) The County needs to explore cost effective methods of providing important services to the citizens of Multnomah County with less revenue;

(C) Cost efficiencies can be gained through abolishing the Department of General Services;

(D) Service effectiveness can be enhanced through the transfer of Department of General Services programs to the Department of Environmental Services and the County Chair's Office.

Section II. Abolition of Department of General Services

(A) MCC 2.30.450 is repealed.

(B) The services and functions assigned by MCC 2.30.450 to the Department of General Services are reassigned to the Department

of Environmental Services and the Office of the Chair, as more particularly set forth in Sections 3, 4, and 5 of this ordinance.

Section III. Matters Transferred From Department of General Services to Department of Environmental Services

MCC 2.30.200 is amended to read as follows:

The Department of Environmental Services is established. It shall:

(A) Provide land use planning recommendations and services to the Planning Commission and the Board in matters of planning, zoning, subdivisions, sales, and leases of noncounty real property, and related matters;

(B) Provide services and perform duties imposed by state law relating to the construction, maintenance, and operation of County roads and bridges, sewerage and solid waste disposal facilities, and other public works facilities;

(C) Provide required surveys, examinations, inspections, and issuance of permits relating to construction and occupancy of buildings and other facilities;

(D) Operate and maintain County parks, memorials, and recreational facilities;

(E) Operate and maintain the County Exposition Center and fair;

(F) Provide animal control programs and facilities;

(G) Provide County services relating to County service districts and to state, local, or private agencies relating to the

physical environment;

(H) Operate and maintain County facilities;

(I) Manage and maintain County lands;

(J) Plan, implement, and coordinate the County's recycling program;

(K) Provide data processing services to the County government;

(L) Regulate the County's cable franchising system;

(M) Perform the duties prescribed by state law for the assessor and tax collector;

(N) Perform the duties prescribed by state law for County elections;

(O) Provide central stores and records storage services to the County government; and

(P) Provide mail services to the County government.

Section IV. Matters Transferred From Department of General Services to County Chair's Office

The County Chair's Office shall, in addition to its other responsibilities, provide the following:

(A) Operate the County's accounting system and perform treasurer functions as required by state law; prepare necessary financial reports, and record the receipt, investment, and expenditure of County funds.

(B) Procure material and supplies necessary for the operation of the County government.

(C) Provide necessary employee related services as directed by the County Chair and in accordance with Board policy.

(D) Recommend a County program for collective bargaining, represent the Board in collective bargaining, and coordinate grievance proceedings as directed by the County Chair.

(E) Direct and manage all risk management and insurance programs for the County as more particularly set forth in MCC Chapter 2.60.

Section V. Substitution of Chair for Department of General Services in MCC Chapter 2.60


As of the effective date of this ordinance, the Office of the County Chair shall perform all the functions assigned in MCC Chapter 2.60 to the Department of General Services.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1991, being the date of its \_\_\_\_\_ reading before the Board of County Commissioners of Multnomah County.

(SEAL)

By \_\_\_\_\_  
Gladys McCoy, Chair  
Multnomah County, Oregon

REVIEWED:

By  \_\_\_\_\_  
Laurence Kressel, County Counsel

1 For Multnomah County, Oregon

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Meeting Date: JUN 20 1991

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

SUBJECT: RESOLUTION

AGENDA REVIEW/  
BOARD BRIEFING \_\_\_\_\_ (date) \_\_\_\_\_ REGULAR MEETING 6/20/91 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE X-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Board Staff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: \_\_\_\_\_

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: \_\_\_\_\_

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

In the Matter of a Resolution to Adopt Dates Certain to Accomodate the Space Needs of the Courts

*7/1/91 copies to Threlk & Hank*

CLERK OF  
COUNTY COMMISSIONERS  
1991 JUN 13 PM 2:15  
MULTNOMAH COUNTY  
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McFarland*

Or

DEPARTMENT MANAGER \_\_\_\_\_

(All accompanying documents must have required signatures)

COUNTY BUILDINGS BY DISTRICT OWNED AND LEASED

JUNE 18, 1991

DISTRICT 1

|                             |                   |
|-----------------------------|-------------------|
| County Courthouse           | 1021 SW 4th       |
| Portland Building           | 1120 SW 5th       |
| Justice Center              | 1120 SW 3rd       |
| Close Street Supervision    | 234 SW Salmon     |
| Restitution Center          | 1115 SW 11th      |
| Gill Building               | 426 SW Stark      |
| Mead Building               | 421 SW 5th        |
| Assesment & Taxation        | 610 SW Alder      |
| ASD West                    | 1819 NE Everett   |
| Burnside Clinic             | 618 NW Davis      |
| Detox                       | 20 NE MLK Blvd.   |
| Women's Transition Services | 631 SE Taylor     |
| Environmental Services      | 2115 SE Morrison  |
| Elections                   | 1040 SE Morrison  |
| SE Health Clinic            | 3653 SE 34th      |
| Ford Building               | 2505 SE 11th Ave  |
| Bridge Shops                | 1403 SE Water     |
| Probation                   | 4427 SE 17th      |
| Capitol Hill Library        | 10723 SW Capital  |
| Hillsdale Library           | 1525 SW Sunset    |
| Old Town Reading Room       | 219 NW Couch      |
| Sellwood Library            | 7904 SE Milwaukie |
| Central Library             | 810 SW 10th       |

COUNTY BUILDINGS BY DISTRICT OWNED AND LEASED

JUNE 18, 1991

DISTRICT 2

Medical Examiners  
Library Admin Building  
NE Health Center  
NE Aging Services  
N Portland Clinic  
King Health Center  
Expo Center  
N Portland Field Team  
Vector Control  
Albina Library  
Gregory Heights Library  
Hollywood Library  
N Portland Library  
St Johns Library  
Title Wave Books

301 NE Knott  
205 NE Russell  
5329 NE MLK Blvd  
5325 NE MLK Blvd  
8918 N Woolsey  
3807 Ne MLK Blvd  
2060 N Marine Dr  
1622A N Lombard  
5235 N Columbia  
3605 NE 15th  
7921 NE Sandy  
3930 NE Hancock  
512 N Killings  
7510 N Charleston  
216 NE Knott



COUNTY BUILDINGS BY DISTRICT OWNED AND LEASED

JUNE 18, 1991

DISTRICT 3

JDH  
Sheriffs Office  
ISD  
ASD Southeast  
Belmont Library  
Holgate Library  
Midland Library  
Woodstock Library  
Wikman Building

1401 NE 68th  
12240 NE Glisan  
4747 E Burnside  
4707 SE Hawthorne  
1038 SE 39th  
7905 SE Holgate  
805 NE 122nd  
6008 SE Woodstock  
4424 SE 64th

COUNTY BUILDINGS BY DISTRICT OWNED AND LEASED

JUNE 18, 1991

DISTRICT 4

David Douglas/ASD  
Mid County Clinic  
Inverness Jail  
Animal Control  
MCCF  
Gresham Health  
Vance Pit  
Gresham Library  
Roockwood Library

2900 SE 122  
12710 SE Division  
11540 NE Inver  
24450 W Columbia  
1906 SW Halsey  
620 NE 2nd  
1620 SE 190th  
385 NW Miller  
17917 SE Stark

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Adopting Dates )  
Certain to Accomodate the Space ) RESOLUTION  
Needs of the Courts )

WHEREAS, the legislature created two new judgeships for Multnomah County effective June 30, 1991; and

WHEREAS, the State Court Administrator and the Presiding Judge of the Multnomah County Courts have agreed to delay the appointment of new judges for up to one year from that date; and

WHEREAS, Multnomah County has statutory responsibility to provide courtrooms for judges; and

WHEREAS, neither sufficient resources nor an appropriate space presently exist to relocate the entire Board of County Commissioners; and

WHEREAS, some immediate space needs of the courts can be addressed by moving one Commissioner's office; and

WHEREAS, citizen access to the Board of County Commissioners can be increased by locating Commissioner offices within their districts, or other County owned space; and

NOW, THEREFORE BE IT RESOLVED THAT, the County will vacate Room 606 (the offices presently occupied by Commissioner Bauman and staff) no later than September 1, 1991; and

BE IT FURTHER RESOLVED THAT, the Board of County Commissioners will vacate all other offices in Room 605 of the County Courthouse by December 31, 1992.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy, County Chair

REVIEWED  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By \_\_\_\_\_  


BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Adopting Dates     )  
Certain to Accommodate the Space     )                      RESOLUTION  
Needs of the Courts                     )

WHEREAS, the legislature created two new judgeships for Multnomah County effective June 30, 1991; and

WHEREAS, the State Court Administrator and the Presiding Judge of the Multnomah County Courts have agreed to delay the appointment of new judges for up to one year from that date; and

WHEREAS, Multnomah County has statutory responsibility to provide suitable and sufficient courtrooms for the court; and

WHEREAS, neither sufficient resources nor an appropriate space presently exist to relocate the entire Board of County Commissioners; and

WHEREAS, some immediate space needs of the courts can be addressed by moving one Commissioner's office; and

WHEREAS, Commissioners may explore the opportunities of locating their offices within their districts, or other County owned spaces in the effort to reduce costs.

NOW, THEREFORE BE IT RESOLVED THAT, the County will vacate Room 606 (the offices presently occupied by Commissioner Bauman and staff) no later than September 1, 1991; and

BE IT FURTHER RESOLVED THAT, the Board of County Commissioners will vacate all other offices in Room 605 of the County Courthouse by June 30, 1992.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Gladys McCoy, County Chair

REVIEWED  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By \_\_\_\_\_  


BEFORE THE BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

In the Matter of Adopting Dates )  
Certain to Accommodate the Space )  
Needs of the Courts )

RESOLUTION

91-89

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WHEREAS, Commissioners may explore the opportunities of locating their offices within their districts, or other County owned spaces in the effort to reduce costs.

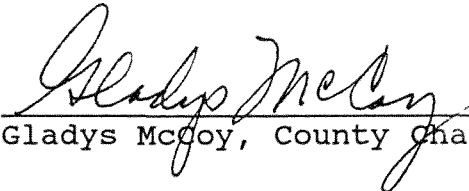
NOW, THEREFORE BE IT RESOLVED THAT, the County will vacate Room 606 (the offices presently occupied by Commissioner Bauman and staff) no later than September 1, 1991; and

BE IT FURTHER RESOLVED THAT, the Board of County Commissioners will vacate all other offices in Room 605 of the County Courthouse by June 30, 1992.

ADOPTED this 20th day of June, 1991.

MULTNOMAH COUNTY, OREGON

By

  
Gladys McCoy, County Chair

REVIEWED  
LAURENCE KRESSEL, COUNTY COUNSEL  
for Multnomah County, Oregon

By 

tance telephone calls on the lines of American Telephone & Telegraph Co. from going through.

Since AT&T handles about 70 percent of the nation's telephone service and normally carries 80 million calls a day, that meant that millions of calls were blocked. AT&T called it its widest service outage ever. Businesses that depend on long-distance lines, such as telemarketers and hotel and airline reservation systems, were especially heavily affected.

AT&T restored the service by about 9 p.m. PST, and said Tuesday that its system was operating flawlessly.

Nevertheless it was an occurrence

national telephone network.

It also showed an advantage of the court-ordered breakup of AT&T. Whereas AT&T once had a monopoly on long-distance service, it now has competitors. The major ones, Sprint and MCI, reported no difficulty Monday. Telephone-dependent users are likely to take warning from Monday's outage and make sure they know the dialing codes that allow them to connect to the alternative systems.

AT&T has been the leader in giving the United States an outstanding national telephone system, but there is no room for complacency.

variation on the Ameri

Little wonder the and advertising — are his holiday. Even in King's words remain retain their capacity to "... a nation where th by the color of their sk their character."

But today the word for something of a per rights is no longer abo the content of their cl opposite is true. Skin c

## LETTER

### Delusions o

To the Editor: The a money to build arena, lustrates how out of h spend mentality has be

Building a new sta area and doming the C new ideas. The public l ly embraced these sch know the lingering, involved. The fact that her teeth" to build a somewhere was also c Blazers.

The new-found wea Metropolitan Service receiving from the roo build the Conventio Metro delusions of gra

The center hasn't e opened, or tested yet, a ner, Cusma's press aic be \$250,000 that will be end of the Convention to study arena sites a Lord knows how much tion Center will gene years, but Metro has grand extra?

Maybe Metro shoul over at the Portland D sion. I understand the \$50 million lying arou vention-center hotel. W money — the conventio built with private fund be — and put that as these arena ideas.

ST

## No interest in county reform?

Multnomah County's Charter Review Committee scheduled a meeting for Portland and other local elected officials to tell them what reforms should be discussed for county government. No one signed up, so the meeting was canceled.

Is that testimony that local officials think the county is doing just fine? Or is it that they don't understand how the county's taxing and public-service efforts affect their more localized goals and objectives? They should: A structure that allows, perhaps even encourages, duplicative and inefficient public-service delivery surely fuels public disenchantment with all governments.

Changes in Multnomah County that The Oregonian has suggested are worth considering in the periodic review that the charter requires include:

- Making positions on the five-member Board of Commissioners unpaid, as are those on school boards and most city councils throughout Oregon. Or making the positions part-time and adjusting the pay accordingly. Voter rejection of pay raises for the commissioners strongly suggests taxpayers don't believe the job needs to be full-time

requiring full pay.

- Creating a county-manager position. That would put the county's day-to-day operations in the hands of a professional manager and allow the politicians to concentrate on policy.

- Removing the prohibition on a lobbyist for Multnomah County. Tracking, advocating and opposing new mandates on local government by the Legislature can't be done adequately on a casual, amateurish, part-time basis by the county that is the state's most populated and most likely affected by such measures.

Failure by city officials to respond to the invitation from the Charter Review Committee is demoralizing to its volunteer members. It certainly provides no constructive leadership for the public.

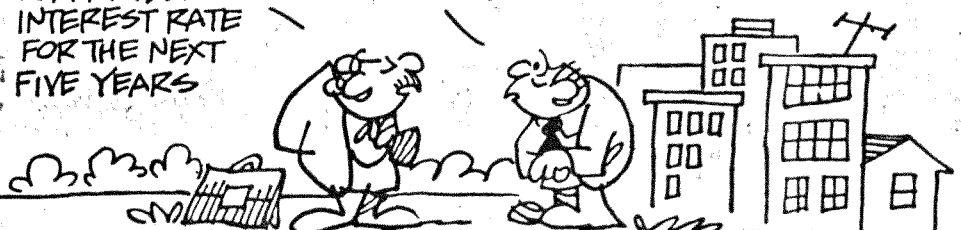
Will similar apathy be demonstrated at the next session, scheduled to seek advice from the county's state legislators?

To date, about the only local officials who have shown an interest in the charter review are county employees. They ought not be the primary force setting the review committee's agenda in the coming months.

### the small society

MY BANK  
GUARANTEED MY  
INTEREST RATE  
FOR THE NEXT  
FIVE YEARS

DID THEY GUARANTEE THE BANK FOR THE  
SAME PERIOD?



Bill Yates

### Look to War

To the Editor: With arguments and hassle pensionation in Oregon, is swallow our pride and something from some raped, plundered and, e

I am referring to the of the Warm Springs R The tribe adopted its v ing workers' compensa ago. It took the best pa programs and discar portions.

As a result, I underst efficient, workable pro legal expense, has v fraudulent and questio

To The Board of County Commissioners - Chr. McWay. Commissioners Hansen, Bauman, Anderson, and Kelley. - It looks like the Oregonian is the mayor one interested in county reform? - Their article was most unjust and uncalled for! Our prayers are with you to keep county government.

OUR AMERICAN HERITAGE

# The Bill of Rights



As provided in the FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES  
Effective December 15, 1791

## Preamble

*The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best insure the beneficent ends of its institution.*

- 1 **Right to Freedom of Religion, Speech, Press, Assembly, Petition.**  
Congress shall make ~~(no law)~~ respecting an ~~(establishment of religion)~~, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
- 2 **Right to Keep and Bear Arms.**  
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.
- 3 **Rights on Quartering of Soldiers.**  
No Soldier shall, in time of peace, be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.
- 4 **Right against Unreasonable Search and Seizure.**  
The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
- 5 **Right to Protection of Persons and Property.**  
No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service, in time of War or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any Criminal Case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for (public use), without just compensation.
- 6 **Rights of Persons Accused of Crime.**  
In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which districts shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining Witnesses in his favor, and to have the Assistance of Counsel for his defense.
- 7 **Right of Trial by Jury.**  
In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.
- 8 **Right to Protection Against Excessive Fines, Bail, Punishment.**  
Excessive bail shall not be required, nor excessive fines imposed, nor cruel and unusual punishment inflicted.
- 9 **Rights not enumerated retained by the people.**  
The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people.
- 10 **Rights reserved to the States and the People.**  
The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

Neighborhoods

THE BILL OF RIGHTS COMMEMORATION COMMITTEE—Joe Crail, Chairman

Protective Association, P.O. Box 192244 Portland, Oregon 97219 March 12, 1991

To The Members of the Columbia River Gorge Commission, Commissioner McCoy, and our United States Senators, Mark Hatfield & Bob Packwood: Also Oregon's Congressmen Les AuCoin, Ron Wyden, Bob Smith, and all elected Oregon Leaders:

We support the Constitution of the United States of America, and the Bill of Rights, which all elected officials swear to uphold in their Oath of Office! This Columbia River Gorge Legislation violates these rights! Particularly see Articles 4, 5, 6, 7, 8, 9, & 10. The taking of private land, or reducing its use, without just compensation, amounts to treason against the United States!

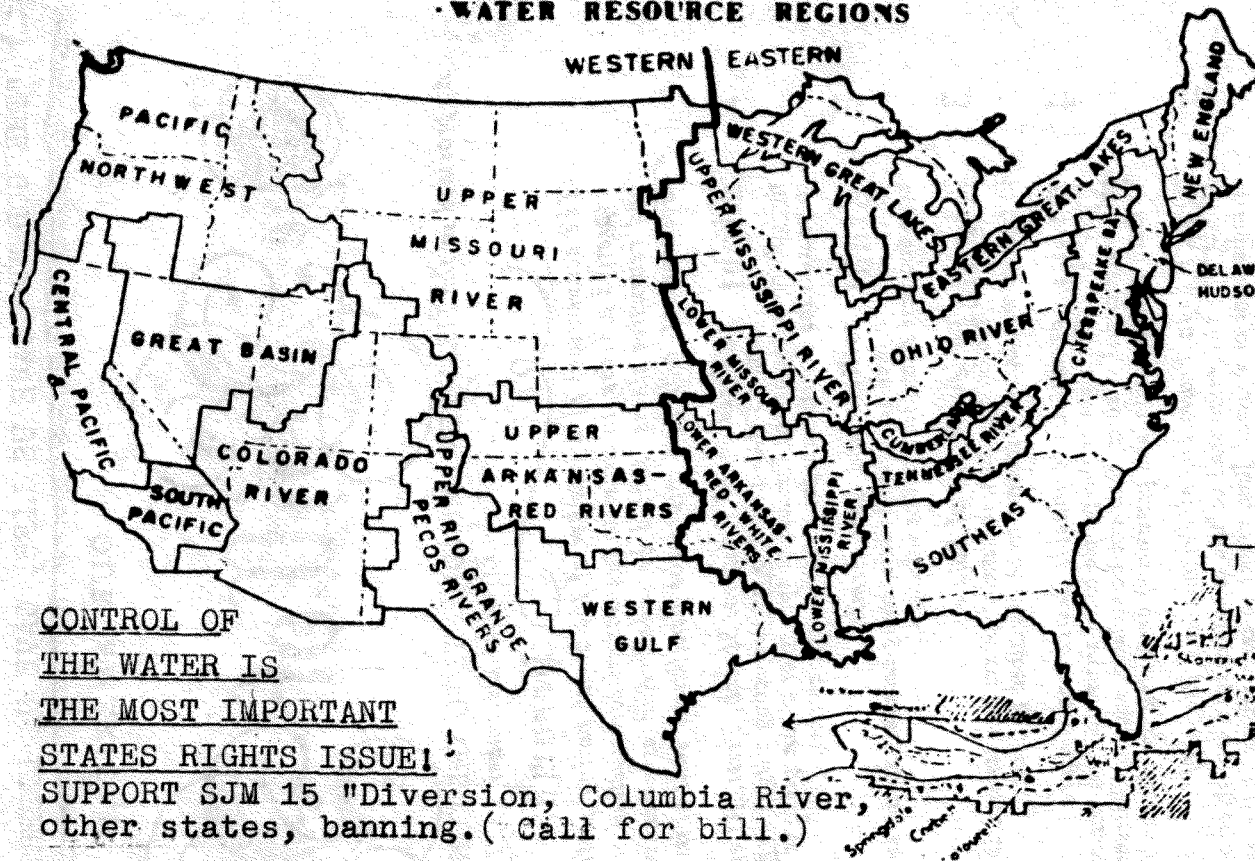
Article 7 is the right of Trial By Jury", not by Commission!! "The New World Order" that President Bush is talking about, will destroy our right to own private property. This will do away with our freedom as a nation, because government will own all the property! We must repeal the United Nations Charter! CONTROL OF THE WATER, and federal control of land on both sides of the Columbia River, gives Congress control to divert it to California! Earnestly,

(Mrs.) Louise Weidlich

Louise Weidlich



## WATER RESOURCE REGIONS



CONTROL OF  
THE WATER IS  
THE MOST IMPORTANT  
STATES RIGHTS ISSUE!

SUPPORT SJM 15 "Diversion, Columbia River,  
other states, banning. (Call for bill.)"

These 22 river-basins will replace the States as governments. In 1968, U. S. Secretary of Interior Stewart Udall said that 22 river-basin commissions had been appointed.

### THE PROPOSED POTOMAC COMPACT WAS

Adopted innocently by Va. and Md. in 1970;

Rejected with suspicion by W. Va. in 1971;

Now before Penna. legislative committees;

Goes to Congress early in 1973; then back to W. Va.

A Potomac River Basin Compact became law in 1970, creating the Potomac Valley Conservancy District, giving the Interstate Commission on the Potomac "powers in abatement and prevention of pollution and planning for utilization, conservation and development of water and associated land resources."

Why another compact to do the same thing?

- I. Another kind of government of America.
- II. How individuals and industry will fare.
- III. The Master Plan of the United States

# Ohio man warns locals to save the Columbia Gorge

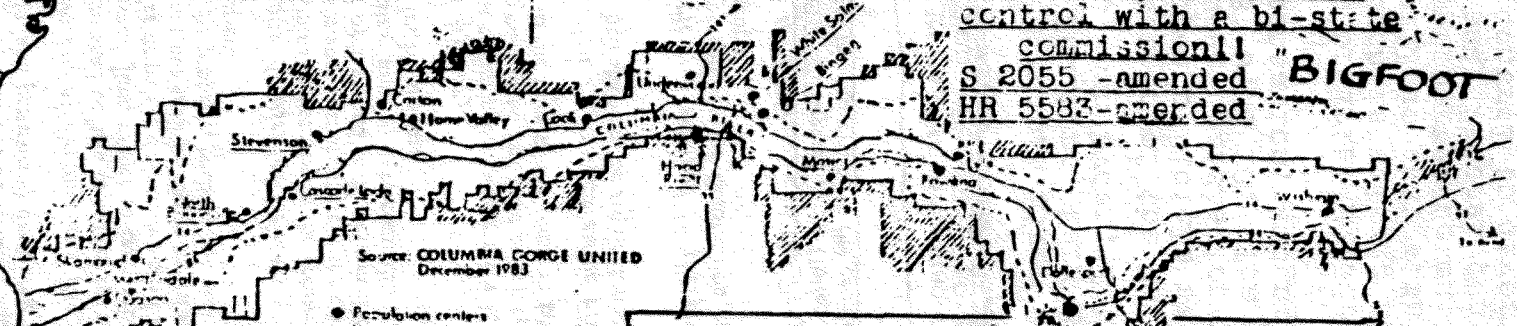
By BARBARA HICKS  
Chronicle Staff Writer

Could the Columbia River Gorge suffer the same fate as Cuyahoga Valley, Ohio?

Martin J. Griffith and his wife Marilyn think it could.

Columbia Gorge NSA Introduced in Congress  
**41,000 People Face \$1 Billion  
Federal Takeover**

Latest bills could put KENUCHA  
in danger of condemnation or federal  
control with a bi-state  
commission!!  
S 2055 -amended "BIGFOOT"  
HR 5583-amended



Source: COLUMBIA GORGE UNITED  
December 1983

Neighborhoods Protective Association  
P.O. Box 19224, Portland, Oregon 97219

Dedicated to preserving a free United States of America  
for our children! States rights, and private property  
rights must be maintained!

### HOW AMERICA IS BEING CAPTURED.

Rather than fight 50 strong State governments, America has been broken into 22 river-basin systems (see map) that will fragment the States and re-assemble them under river-basin commissions whose members will have Americanized names but who will be citizens from another country.

Reservoirs are being placed far up the tributaries surrounded by SCS supporting dams, all taking excessive amounts of land for "parks" and "recreation areas." Flood-plains up to the 500-year level and "river zones," P-Art. 9, will take land along the tributaries. Every river is being nationalized into parks, requiring lots of land eventually. The Master Land Plan, now before Congress, proposes acquisition of deltas, estuaries, wetlands and islands.

Thus, each river-system goes under foreign control. Susquehanna sources say these will be electrified. This will prevent people from reaching water and force them to obtain "water-use permits" by which the foreign commissioners can control every person, industry, city, sewer, power and water plant, fisheries, and all river, harbor and high seas traffic out of U.S. ports — and world trade.

### SIXTY-SIXTH OREGON LEGISLATIVE ASSEMBLY

1991 Regular Session May 1, 1991  
LEGISLATIVE ASSEMBLY ACCESS NUMBER  
1-800-327-7389

LEGISLATIVE INFORMATION NUMBER  
1-800-332-2313 Voice/TDD

### WATER AND WATER RIGHTS

Appropriations Consolidating up to five, SB 742 Support SJM 15

Diversion, Columbia River, other states, banning (SJM 15)

Basin programs, identification, potential water impoundment sites,  
SB 1177

Public use, reduction or cancellation of private right, compensation,  
SB 1179

Water rights must be protected  
for private property. Do not  
allow Basin programs, etc.!



# National trust buys Bridal Veil for park

□ A land conservation organization plans to raze a sawmill and other buildings

B10 4M

## Bridal: Trust tells area plans

■ Continued from Page B1

abandoned when Green Hill Lumber Co. Inc. moved its operations to Cascade Locks two years ago, the town site includes 15 houses, a church and a post office. About a third of the houses are unoccupied.

"We have no plans to evict anyone," Blair said. He said his organization planned to talk with the tenants, most of whom have been on short-term leases.

Blair said, however, that there were no plans to remove either the church or the tiny Bridal Veil Post Office building.

"We really want to talk with the tenants and some historic preservation people and just figure out what we are going to be tearing down," he said. "We do anticipate removing the majority of the buildings."

Bridal Veil was built as a company town in the late 19th century, after the Bridal Veil Lumber Co. started logging Larch Mountain. The entire town of Bridal Veil was rebuilt in 1902 after a massive fire.

The trust bought the townsite for an undisclosed sum from the Park Co. of Cleveland. The Ohio firm formerly shared ownership of the property with Herschel McGriff, a race-car driver, but it bought out McGriff's interest a few months ago, Blair said. Negotiations for the sale to the trust have been under way for "three to four years," he said.

The purchase was the second for the trust in the gorge in a month. In early February, it announced the purchase of 1,400 acres of land formerly owned by Reynolds Metals Co. at the western entry to the gorge. It acquired that land on behalf of the Forest Service for \$2.76 million.

"I knew it was for sale, but I didn't know it was sold," said Shirley Sanders, Bridal Veil postmaster. The little post office, which is open mornings only, five days a week, has 51 post office boxes.

However, Sanders said the "Bridal Veil, Oregon 97010" hand-cancellation has attracted postal customers from as far away as Japan.

# Fired director, Friends of Gorge settle wrongful discharge lawsuit

By JEANIE SENIOR  
Correspondent, The Oregonian

A wrongful discharge and defamation lawsuit brought against the lobbying group Friends of the Columbia Gorge by its fired executive director was settled out of court Monday.

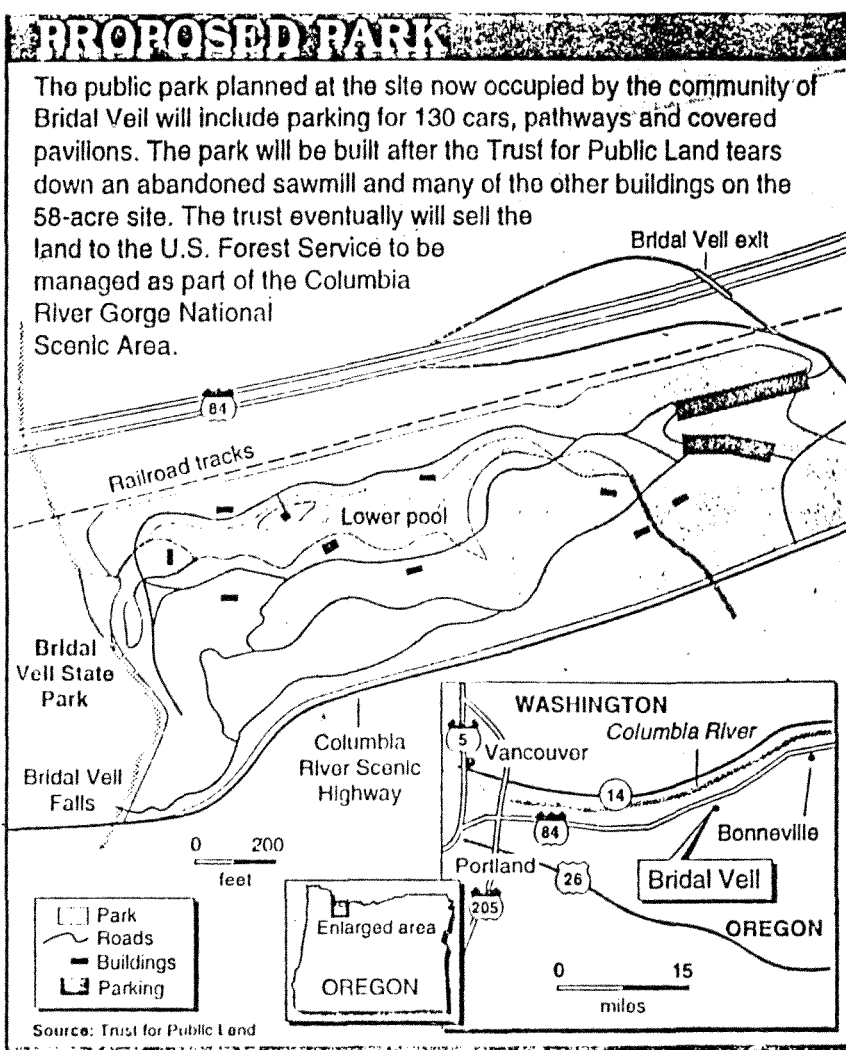
Attorneys refused to release details of the settlement, reached after a day of negotiations on the day the jury trial was set to begin in Multnomah Circuit Court. "We have reached a settlement and we are not permitted to tell you anything else,"

said Bernard Jolles, Jones' attorney. He and William Stockton, one of the attorneys representing the Friends, said the settlement was "mutually agreeable."

Jones, 33, had worked for the nonprofit organization for only about six months when he was fired in early December 1988. He sought more than \$1 million damages in the lawsuit, which also named as defendants the present Friends executive director, Margaret Donsbach, as well as board members Bowen Blair Jr., Nancy N. Russell and Jeanne Norton.

Jones claimed that Blair, R. He and William Stockton, one of the attorneys representing the Friends, said the settlement was "mutually agreeable."

**PROTECT OUR UNITED STATES CONSTITUTION & BILL OF RIGHTS!! STOP DESTRUCTION OF HISTORIC BRIDAL VEIL!**



"Wedding invitations and valentines," Sanders said. "I've had people send their wedding invitations from back East to be mailed with this extra postmark. This is the only Bridal Veil postmark in the U.S. Nothing else says Bridal on it."

Bridal Veil is in a "special management area" of the National Scenic Area. Forest Service plans for the area designate it for public recreation use. Blair said demolition of the sawmill buildings would make Bridal Veil Falls more visible and accessible.

The trust's plans also call for restoring the wetlands now covered by pavement and warehouses, and re-establishing a spawning grounds for salmon, Blair said. The planned park, about 50 acres in size, would return Bridal Veil Creek, which runs through the town, to its original course.

Harry Scott has lived in one of Bridal Veil's wood frame "company houses" for a decade, enjoying the scenic setting, the reasonable rent and the "long, rich history" of the

community, where he estimated about 20 people now live.

"I wanted to buy this place years ago, but it was impossible to buy individual dwellings. You had to buy the whole town to get it," he said.

The houses "have only been empty in the last several months, since all these heavy negotiations have been going on," Scott said.

Murray Johnson, lands staff officer for the Forest Service's National Scenic Area office in Hood River, said Bridal Veil wasn't specifically identified in the 1991 federal appropriations bill, which set aside almost \$7.4 million for scenic area land purchases.

Local townspeople held all the stock in the Bridal Veil Lumber Co. by 1922 and operated the mill as the Bridal Veil Timber Co.

In 1937, the Kraft Cheese Co. bought the property and renamed it the Bridal Veil Lumber and Box Co. The Machinery Sales Co. bought the town from Kraft in 1962, renovated the houses and later sold the property to McGriff. More recently, the mill was used to cut cedar.

What gives the "Trust for Public Lands" the right to purchase Oregon property, take it off the tax roles, and act as if they are a government agency, entitled to do with it whatever they wish, or whatever they can get away with! Are they really practicing the powers of eminent domain, or **URBAN... REMOVAL!!!**

This articles statement by Owen Blair, Jr., "WE DO ANTICIPATE (TEARING DOWN) REMOVING THE MAJORITY OF THE BUILDINGS." acknowledges it!

How can a "private trust" do this? Is this really a scheme to destroy the people's rights to their property?????

Without private property there are no rights, and no freedom!

Gertrude Glutz Jensen was Chr. of the Oregon Columbia Gorge Commission for 16 years. She said "communities are capable of safeguarding their heritage without af federal takeover

*Louise Weidlich*  
Director

# Skamania County true target of gorge preservation legislation

GERTRUDE GLUTCH JENSEN

PRESERVATION of the Columbia River Gorge has been a subject close to my heart for decades, but I am opposed to any federal legislation including the right of condemnation and to any National Scenic Area legislation restricting a person's right to build and enjoy properly landscaped homes on their property in the Columbia River Gorge.

I assisted in the acquisition of more than 3,000 acres of scenic property on the Oregon side of the river, and this was accomplished by friendly exchanges. Not one trade was forced by threats of condemnation.

When my support was solicited for legislation by Sen. Bob Packwood, R-Ore., I was told only that it is a bill to secure the preservation of the gorge. As presented, that sounds reasonable.

But while the bill professes to embrace an extended area in five counties on both sides of the Columbia, it obviously is aimed almost exclusively at Skamania County in Washington. Tucked away in fine print are provisions that would disenfranchise most of the citizens of Skamania County and place almost every home and piece of property within view

*Gertrude Glutch Jensen served for 16 years as chairwoman of the Oregon Columbia Gorge Commission.*

## In my opinion

of the river into a federal preserve.

Only those persons living within the narrow limits of two incorporated towns, Stevenson and North Bonneville, would be able to move, build a home or alter an outbuilding without the approval of a cumbersome committee armed with full federal authority, including the right of condemnation.

Sponsors of the bill remark casually that only a few critical areas would be involved, but a glance at the map accompanying the bill — a map that has not been circulated publicly — shows almost the entire stretch of Skamania County from Cape Horn to the Klickitat County line is the critical target.

With the exception of certain federal park and game refuge takeovers, nothing quite like that has happened in the United States. This bill is aimed at living, thriving communities that have proved themselves capable of safeguarding their heritage without a federal takeover.

It was appalling when Washington state residents, including a state senator and two state representatives from the affected district, were denied the right to testify at a hearing on the bill conducted by Packwood in Hood River.

It further was distressing to observe the treatment accorded George Rizer when he proposed to develop a number of homes on the Washington side of the river on property he had owned for more than 20 years.

Rizer was not attempting to defile a virgin setting. Years ago, his property was the site of the Kendall estate with well-groomed grounds. It was certainly no eyesore. Rizer's

modest proposal would have placed some 25 carefully landscaped homes on some 67 acres of shoreline and hillside.

Before the purchase of his property by the Trust for Public Lands, Rizer had been harassed almost to bankruptcy by litigation inspired by Oregon zealots and financed by contributions from well-meaning but ill-informed citizens. Continued threats of litigation have been leveled at anyone who presumes to plan a home in view of the Oregon shore.

Why should there not be homes on the Washington side of the Columbia? Since cataclysmic upheavals formed the great gorge, man has made it his home. It has been the Pacific Northwest's major artery of commerce and travel, and it has been a living, vibrant geographical entity and not just a sterile landscape.

The Washington side, and specifically Skamania County, is the true target of the proposed federal legislation, and yet it is Skamania County, above all others, that merits praise rather than condemnation.

Of the five counties, Skamania has done the best job of keeping out unsightly and polluting industry, and its steep cliffs and rugged escarpments preclude the type of tickytacky residential development that has blighted so much of Oregon.

Backers of the proposed federal takeover have spent hundreds of thousands of dollars, mostly from public donations, to mount a well-orchestrated campaign of hysteria. In this they have been supported by the Portland media.

The original concept of the Columbia Gorge Commission was as an advisory body, formed to alert the public of any

threat to the environment, with the confidence that the people would take proper steps.

Instead, it appears to be developing into a supralegal body with a paid staff that is attempting to usurp the authority of elected officials and even to participate in legal actions against those who would build homes in the gorge.

This has been a difficult period for all who live in or own property in the affected areas. Outsiders, mostly Oregonians, have decided that the great temple that is the Columbia Gorge should be looked at but not lived in and that there should be no homes and yards and children at play on the banks of the matchless river.

Neither the Packwood bill nor the complicated two-state legislation proposed under pressure by the governors of Oregon and Washington is necessary or desirable.

Federal agencies should be authorized to engage in land swaps with private owners of the few truly critical areas on a free-will basis and without the power or threat of condemnation. This was once possible and could be again.

The gorge commissions representing the two states should continue in an advisory posture, as originally intended, and should refrain from taking legal, adversarial positions against elected government bodies. The effectiveness of the gorge commission in no way would be diminished.

Hopefully, the Columbia Gorge controversy soon will be a thing of the past and residents on both sides of the Columbia will be free to live in and enjoy this masterpiece of nature.

In Memory of  
GERTRUDE GLUTSCH JENSEN

Born May 27, 1903  
Portland, Oregon

Date of Death December 27, 1986  
Portland, Oregon

Services in  
DRAWING ROOM CHAPEL  
of

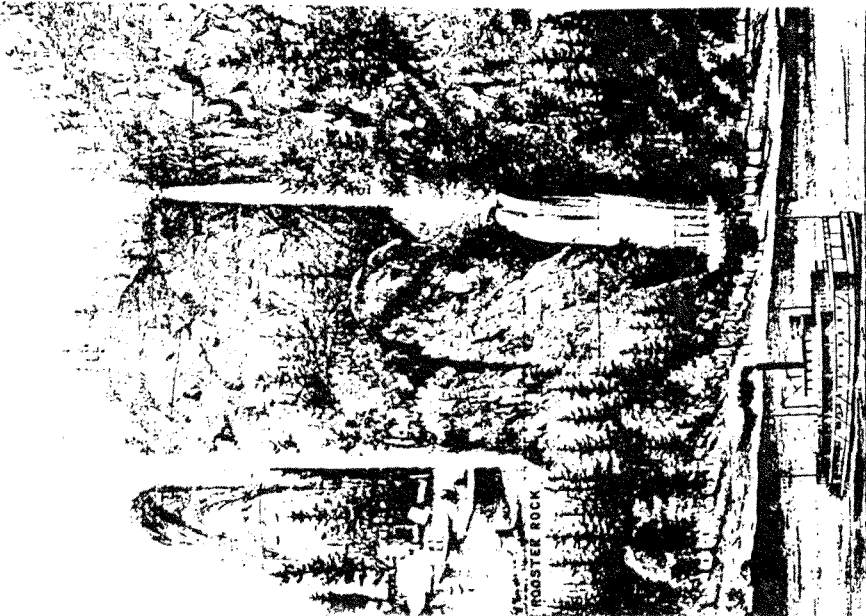
CALDWELL'S COLONIAL MORTUARY  
December 30, 1986 11:00 A.M.

Roy D Craft, Officiating

"Old Rugged Cross"  
"A Perfect Day"

Elizabeth Porter, Soloist  
Margaret Murer, Organist

Private Committal  
RIVERVIEW CEMETERY MAUSOLEUM



MULTNOMAH FALLS, COLUMBIA RIVER, OR

In  
Remembrance  
THE PORTLAND WOMEN'S FORUM

MAY 2, 1991 - Thursday

COLUMBIA RIVER GORGE DAY  
GERTRUDE GLUTCH JENSEN MEMORIAL

Columbia River Gorge  
and Conservation:

Mrs. G.R. Chamberlain  
Mrs. Eldon Hepburn  
Mrs. Everett Wiggins  
Mrs. Norton Peck  
Miss Marguerite Gilles  
Mrs. George Weidlich  
Mrs. William Coburn



Dear Multnomah County Commissioners: Commission Chairman Biskar, Commissioner McCoy, Commissioner Miller, Commissioner Blumenauer, Commissioner Shadburne.

# Debate lacking on cost, politics of annexation

By ELAINE COGAN

WITHOUT substantive public debate, Portland is well on its way to changing its geographical boundaries and demographic composition.

Moreover, recent and contemplated annexations of areas in East Multnomah County will cost taxpayers money in the short run the next five years

while, according to at least one city report, "the potential financial gain to Portland taxpayers (is) marginal and long-term."

These facts are buried in various reports and studies, some commissioned by the city itself, others by individuals who are concerned about the full-speed ahead, seemingly precipitous approach to important public policies.

In the matter of demographics, voting patterns on bellwether issues are valid indicators of political sentiment. Dennis Gilman, community activist in Southeast Portland and general mana-

Elaine Cogan writes a weekly citizens guide for The Oregonian.



COGAN

ger of REACH, an innovative housing cooperative, has assembled an impressive array of data indicating that residents in recently annexed and other parts of East Multnomah County exhibit far different attitudes toward key public issues than city workers.

On the November 1982 ballot measures favoring a property tax limitation and a nuclear freeze, limiting the state's land use laws and denying aid to El Salvador, the voters of both areas disagreed significantly, with east county showing a propensity toward what Gilman and others call less progressive policies. In a close election, these new voters could swing an election away from Portland's present relatively liberal political climate.

In the matter of geography, expanding the amount of land within the city's boundaries was accomplished through recent annexations of approximately 450 acres of residential property in Argay Terrace, an area between Northeast 122nd Avenue and 174th Avenue, Interstate 84 and Sandy Boulevard; and about 1,500 acres of small farms, light industrial and vacant land between Northeast 122nd and 185th avenues, Sandy Boulevard to the Columbia River.

One of the primary purposes for annexing the land on the South Shore of the Columbia is to extend the municipal umbrella of Portland to potentially valuable industrial property, the development of which has been hampered by lack

of water, sewer and drainage systems. The area's proximity to the Interstate 205 and I-84 freeways and the Portland International Airport are compelling reasons for its future development; rising land values and the subsequent decline of farming and residential use also attest to this potential.

But today, with few people either living or working in the area and millions of dollars worth of services needed to support the anticipated growth, taxpayers in the entire city will be expected to bear the cost.

For example, upon annexation last October, the area was withdrawn from the central county service district, losing a status in which it was expected to finance its own sewer service. Now, as part of the city, major pump stations and other wastewater disposal systems are financed through charges on each sewer bill. At least in the next few years, the area's sewer charges cannot be expected to be any amount close to the cost of these services. Thus, the large share of this expense is being shifted to the rest of Portland.

Water, another needed service, is treated the same way. Extensions are financed through the city water fund, not assessments or fees on individual property. The need for waterlines and mains to support development on the South Shore thus will be borne by everyone in the city, not just the annexed portion. Formerly, as part

of the county service district, the area was expected to pay its own proportionate share.

Proponents of annexation have said little about this cost shift, and definitive figures are not available. It is assumed, however, that the increased financial burden to longtime city residents is somewhat temporary and that eventual development will increase the value of these properties and hence their taxes. It is plain, though, that Portland citizens have been given a burden that will increase rather than decrease their taxes during the next five years.

The annexation of the fully developed Argay Terrace area poses other issues. Initially, this medium- to high-cost residential property does add to the total assessed value of the city, and, if the tax base remains the same, some slight lowering of individual property taxes can result. However, the area's need for increased police and fire protection, parks and other services probably will maintain, if not increase, the tax burden.

Due to the way state annexation laws are written, only the consent of elected political bodies and the annexed area are required. It well may be that gains in efficiency and other matters override the issues discussed here. But it is Portland's taxes and Portland's political structure that vitally are affected, and there have been far too few forums for Portland citizens to express themselves.

We OPPOSE Multnomah County surrendering jurisdiction over the miles-and-miles of roads to the City of Portland!

In 1974 voters turned down city-county consolidation, yet it is happening against the will of the electorate!!!

Annexation of roads will cost city taxpayers for mid-county services, such as police, roads, water, sewers.

The 1974 "NO" vote has not been heeded by our elected public servants. Examples are 1. Portland Building, 2. Justice Center, 3. new Intergovernmental Agreement, 4. now the roads within the city of Portland!! This only because state law mandates it! (C.R.S. 373.250 related statutes, requiring a hearing. Earnestly and prayerfully  
Louise Weidlich  
(Mrs) Louise Weidlich, Director

As provided in the FIRST TEN AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES  
Effective December 15, 1791

## Preamble

The conventions of a number of the States having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best insure the beneficent ends of its institution.

1. **Right to Freedom of Religion, Speech, Press, Assembly, Petition.**  
Congress shall make (no law) respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.
2. **Right to Keep and Bear Arms.**  
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Must keep an elected sheriff. Right to bear arms!

OPPOSE  
City-County  
Consolidation  
of roads, violating  
mandate of electorate in 1974!!



Multnomah County  
Commissioner Dist. 1

"I believe it is my duty to my country to love it, to support its Constitution, to obey its laws, to respect its flag, and to defend it against all enemies." — American's Creed.

LOUISE H. WEIDLICH

President of  
MOTHERS For CHILDREN

Director of Neighborhoods  
Protective Association

"I Support Back to Basics & Better Discipline for a Better Education in our School System."

"I Believe in Back Yard Burning & Home Owner Rights."

"I Am Against City-County Consolidation and I Support REAL Property Tax Relief"

Paid For by Weidlich for County Commissioner Committee

BCC  
Clark

## TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building

Portland, Oregon 97204

1120 S.W. Fifth Avenue

503/248-3054

May 20, 1991

Board of Commissioners  
Multnomah County  
606 County Courthouse  
Portland, Oregon 97204

Dear Board Members:

As discussed with Ben Buisman this morning, this will confirm the Commission's meeting at 1:30 p.m., Thursday, June 20, 1991, in the Multnomah County Commissioners' Board Room No. 602 for the Multnomah County and County Service Districts 1991-92 Annual Budgets.

Sincerely yours,

TAX SUPERVISING & CONSERVATION COMMISSION



G. J. Gutjahr

Administrative Officer

GJG:pj

cc: Dave Warren, County  
Dick Howard, CSD

BOARD OF  
COUNTY COMMISSIONERS  
1991 MAY 21 AM 10:39  
MULTNOMAH COUNTY  
OREGON

BCC

# TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building

Portland, Oregon 97204

1120 S.W. Fifth Avenue

503/248-3054

June 20, 1991

Board of Directors  
Multnomah County Service Districts  
606 County Courthouse  
Portland, Oregon 97204

BOARD OF  
COUNTY COMMISSIONERS  
1991 JUN 24 AM 10:56  
MULTNOMAH COUNTY  
OREGON

Dear Board Members:

The Tax Supervising and Conservation Commission met on June 20, 1991 to review, discuss and conduct a public hearing on 1991-92 budgets for the County Service Districts. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of district affairs.

The 1991-92 budgets, filed May 1, 1991, are hereby certified without objection or recommendation except as noted.

## Dunthorpe-Riverdale Service District

|                        |    |           |
|------------------------|----|-----------|
| General Fund           | \$ | 543,000   |
| Unappropriated Balance |    | (388,000) |
| Tax Levy               |    | None      |

The budget does not recognize closure of the Bond Sinking Fund into the General Fund.

## West Hills Service District

|                        |    |          |
|------------------------|----|----------|
| General Fund           | \$ | 63,720   |
| Unappropriated Balance |    | (39,720) |
| Tax Levy               |    | None     |

## Central County Service District

|                        |    |          |
|------------------------|----|----------|
| General Fund           | \$ | 44,500   |
| Unappropriated Balance |    | (25,000) |
| Tax Levy               |    | None     |

Mid-County Service District


|                        |    |          |
|------------------------|----|----------|
| General Fund           | \$ | 893,000  |
| Unappropriated Balance |    | (43,000) |


The Financial Summary reported incorrect data for the current and proposed budget.

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption.

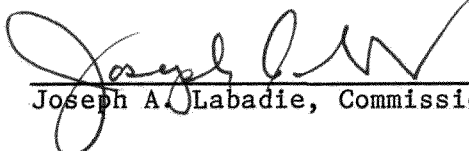
Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

  
\_\_\_\_\_  
Thomas K. Hatfield, Chair

  
\_\_\_\_\_  
Oliver I. Norville, Commissioner

  
\_\_\_\_\_  
Lianne Thompson, Commissioner

  
\_\_\_\_\_  
Joseph A. Labadie, Commissioner

BCC

# TAX SUPERVISING & CONSERVATION COMMISSION

Multnomah County, Oregon

1510 Portland Building

Portland, Oregon 97204

1120 S.W. Fifth Avenue

503/248-3054

June 20, 1991

1991 JUN 24 AM 10:57  
MULTNOMAH COUNTY  
OREGON  
BOARD OF  
COUNTY COMMISSIONERS

Board of County Commissioners  
Multnomah County  
606 County Courthouse  
Portland, Oregon 97204

Dear Board Members:

The Commission met on June 20, 1991, to review, discuss and conduct a public hearing on the 1991-92 annual budget. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of district affairs.

The 1991-92 budget, filed May 15, 1991, is certified without objection or recommendation except as noted.

1. The Financial Summary requires various corrections.
2. Property tax revenue is overstated by \$712,351 for the Library Fund, \$9,820 for the General Fund and \$1,630 for the Jail Levy Fund.
3. The Trust and Agency Fund does not show a requirements section, the Serial Levy Fund has a \$300,000 omission in requirements and revised pages for the Insurance Fund should be made part of the adopted budget.

Aside from these exceptions, estimates were judged to be reasonable for the purpose shown and the document was found to be in substantial compliance with the law.

We also recommend continued coordination, with the City of Portland, Metro and the Port, of the property tax levy amount to ensure continuance of a fair balance within the \$10 limit. Further we urge that discussions be initiated soon to address the levy balance for 1992-93 and 1993-94 by when all current special levy authority will have expired.

Board of County Commissioners  
Multnomah County

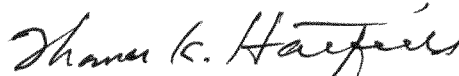
June 20, 1991  
Page 2

Budget estimates and levy amounts certified herewith are as shown on the attached schedule.

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION



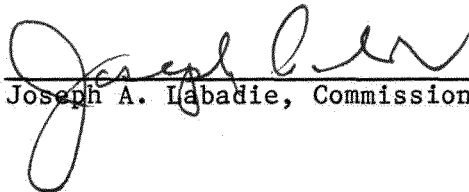
Thomas K. Hatfield, Chair



Oliver I. Norville, Commissioner



Lianne Thompson, Commissioner



Joseph A. Labadie, Commissioner



Multnomah County 1991-91 Budget Certification  
Schedule of Funds and Budget Estimates

Budget Estimates:

|                                             |               |               |
|---------------------------------------------|---------------|---------------|
| General Fund                                | \$137,348,333 |               |
| Unappropriated Balance                      | (490,000)     |               |
| Road Fund                                   | 39,746,639    |               |
| Emergency Communications Fund               | 200,000       |               |
| Recreational Facilities Fund                | 67,204        |               |
| Natural Areas Acquisition & Protection Fund | 20,878        |               |
| Bicycle Path Construction Fund              | 447,810       |               |
| Federal State Fund                          | 110,784,164   |               |
| County School Fund                          | 1,463,330     |               |
| Tax Title Fund                              | 552,300       |               |
| Animal Control Fund                         | 941,741       |               |
| Serial Levy Fund                            | 1,801,010     |               |
| Willamette River Bridges Fund               | 5,738,906     |               |
| Library Serial Levy Fund                    | 16,664,600    |               |
| Cable TV Fund                               | 5,312,826     |               |
| Unappropriated Balance                      | (3,920,164)   |               |
| Fair Fund                                   | 520,749       |               |
| Convention Center Fund                      | 4,630,000     |               |
| Land Corner Preservation Fund               | 448,245       |               |
| Inmate Welfare Fund                         | 682,000       |               |
| Jail Levy Fund                              | 13,249,986    |               |
| Capital Lease Retirement Fund               | 5,319,347     |               |
| Lease/Purchase Project Fund                 | 1,650,000     |               |
| Capital Improvement Fund                    | 20,878        |               |
| Assessment District Operating Fund          | 134,956       |               |
| Assessment District Bond Sinking Fund       | 936,878       |               |
| Unappropriated Balance                      | (677,012)     |               |
| Data Processing Fund                        | 6,259,928     |               |
| Recreation Fund                             | 3,097,932     |               |
| Insurance Fund                              | 18,714,687    |               |
| Fleet Management Fund                       | 4,319,240     |               |
| Unappropriated Balance                      | (432,141)     |               |
| Telephone Fund                              | 2,124,101     |               |
| Total Budget Estimates                      |               | \$383,198,668 |
| Total Unappropriated Balance                |               | (5,519,317)   |

Tax Levy:

|                                            |               |               |
|--------------------------------------------|---------------|---------------|
| General Fund - Tax Base                    | \$ 81,002,931 |               |
| Library Serial Levy, Outside Tax Base      |               |               |
| 3-yr. Serial - Ending 1992-93              | 10,300,000    |               |
| Jail Levy, Outside Tax Base 3-yr. Serial - |               |               |
| Ending 1992-93                             | 13,500,000    |               |
| Total Tax Levy                             |               | \$104,802,931 |