

ANNOTATED MINUTES

Thursday, August 2, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:32 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz and Lonnie Roberts present, and Commissioner Maria Rojo Steffey excused.

CONSENT CALENDAR

***UPON MOTION OF COMMISSIONER NAITO,
SECONDED BY COMMISSIONER CRUZ, THE
CONSENT CALENDAR (ITEMS C-1 THROUGH C-7)
WAS UNANIMOUSLY APPROVED.***

NON-DEPARTMENTAL

- C-1 RESOLUTION Designating Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County Foreclosure List

RESOLUTION 01-103.

PUBLIC CONTRACT REVIEW BOARD

- C-2 ORDER Approving an Exemption to Specify Brand Names for the Purchase of Dental Equipment

ORDER 01-104.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-3 Renewal of Intergovernmental Revenue Agreement 0210019 with Regional Drug Initiative, Providing Staff Assistance and Motor Pool Reimbursement to Implement Programs and Services to Combat Drug Abuse in Multnomah County

- C-4 Renewal of Intergovernmental Revenue Agreement 0210020 with Portland Public School District, Integrated Services Project, to Provide Support for High School Based Integrated Services Sites at Jefferson, Marshall and Roosevelt High Schools
- C-5 Renewal of Intergovernmental Agreement 4600002240 with Multnomah Education Service District, to Purchase School-to-Work Services through the Alternative Pathways Program
- C-6 Renewal of Intergovernmental Agreement 4600002335 with Portland Public Schools EI/ECSE Program, to Purchase Early Intervention/Early Childhood Special Education Services for People with Developmental Disabilities
- C-7 Renewal of Intergovernmental Agreement 4600002445 with Tri-Met to Purchase Employment Transportation Services for People with Developmental Disabilities

REGULAR AGENDA
PUBLIC COMMENT

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

NO ONE WISHED TO COMMENT.

AGING AND DISABILITY SERVICES DEPARTMENT

- R-1 Results from RESULTS: Aging and Disability Services Client Quality Review. Presented by Paul Iarrobino.

***DAPHNE TEAL AND PAUL IARROBINO
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION REGARDING THE
AWARD WINNING GATEKEEPER PROGRAM,
MULTNOMAH COMMUNITY TELEVISION'S
VIDEO PRODUCTION CONTRIBUTION, AND THE
PROGRAM SERVICES AND EFFORTS TO KEEP
THE ELDERLY SAFE IN THEIR HOMES AND/OR
NURSING FACILITIES IN COLLABORATION
WITH LAW ENFORCEMENT AND OTHER
ENTITIES, INCLUDING UTILITY COMPANIES
AND REFERRALS . CHAIR TO TRY TO OBTAIN***

THE PARTICIPATION OF LOCAL CABLE COMPANIES AND PACIFIC POWER AND LIGHT, ADVISING THERE IS NO EXCUSE FOR THOSE FOLKS TO OBTAIN THE SIMPLE TRAINING NECESSARY TO HELP IDENTIFY AND REPORT ON ELDERS IN NEED OF THE ATTENTION OF THE GATEKEEPER PROGRAM. CHAIR LINN TO PREPARE LETTER OF APPRECIATION TO ROB BRADING, MULTNOMAH COMMUNITY TELEVISION FOR BOARD SIGNATURE.

- R-2 NOTICE OF INTENT to Respond to an RFP from the Federal Administration on Aging (AoA) Innovative Caregiver Support Grant Program Regarding Structuring Effective Information and Assistance Systems for Family Caregivers

COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-2. LUCY BAKER AND PAUL IARROBINO EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Commissioner District Boundaries in Compliance with Multnomah County Home Rule Charter Section 3.15

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF SECOND READING AND ADOPTION. COUNTY ATTORNEY TOM SPONSLER EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 964 UNANIMOUSLY APPROVED.

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

- R-4 Renewal of Lease with Portland Impact, Inc. for Space at Tabor Square, 4610 SE Belmont, for Aging and Disability Services Programs

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-4. JENNIFER DEHARO EXPLANATION.
LEASE AGREEMENT UNANIMOUSLY APPROVED.**

DEPARTMENT OF COMMUNITY JUSTICE

- R-5 NOTICE OF INTENT to Apply for Grant Funding through the Young Offender Initiative of the Departments of Justice, Labor and Health and Human Services

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-5. KATHY TREB EXPLANATION AND
RESPONSE TO QUESTION OF COMMISSIONER
NAITO AND COMMENT IN SUPPORT FROM
COMMISSIONER CRUZ. NOTICE OF INTENT
UNANIMOUSLY APPROVED.**

- R-6 NOTICE OF INTENT to Apply for Domestic and Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-6. KATHY TREB EXPLANATION AND
RESPONSE TO QUESTIONS AND DISCUSSION
WITH COMMISSIONER ROBERTS AND CHAIR
LINN. NOTICE OF INTENT UNANIMOUSLY
APPROVED.**

- R-7 NOTICE OF INTENT to Apply for Juvenile Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-7. SCOTT KEIR AND BARRY FRIEDMAN
EXPLANATION AND RESPONSE TO QUESTIONS
OF COMMISSIONER CRUZ AND CHAIR LINN.
COMMISSIONER NAITO COMMENTS IN SUPPORT
OF PROGRAM. NOTICE OF INTENT
UNANIMOUSLY APPROVED.**

There being no further business, the regular meeting was adjourned and the briefing was convened at 10:21 a.m.

Thursday, August 2, 2001 - 10:15 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-1 Briefing and Review of the City of Troutdale Urban Renewal Plan for the City's Town Center Area Per ORS 457.437(1). Presented by Jeff Tashman and Erik Kvarsten.

***ERIK KVARSTEN AND JEFF TASHMAN
PRESENTATION AND RESPONSE TO BOARD
QUESTIONS AND DISCUSSION REGARDING
PLAN FOR SITE LOCATED AT FORMER SEWAGE
TREATMENT PLANT AND COUNTY FARM,
COUNTY RECOMMENDATION THAT
AFFORDABLE AND SPECIAL NEEDS HOUSING
IS INCLUDED IN PLAN. CHAIR LINN DIRECTED
STAFF TO PREPARE LETTER FOR BOARD
SIGNATURE PRIOR TO THE TROUTDALE CITY
COUNCIL MEETING ON TUESDAY, AUGUST 14,
2001.***

There being no further business, the meeting was adjourned at 10:40 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey,

Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1.@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: lisa.h.naito@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

Email: deborah.l.bogstad@co.multnomah.or.us

INDIVIDUALS WITH DISABILITIES PLEASE
CALL THE BOARD CLERK AT (503) 988-3277,
OR MULTNOMAH COUNTY TDD PHONE
(503) 988-5040, FOR INFORMATION ON
AVAILABLE SERVICES AND ACCESSIBILITY.

AUGUST 2, 2001

BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg. 3	9:30 a.m. Thursday Public Comment
Pg. 3	9:30 a.m. Thursday ADS Results
Pg. 3	9:45 a.m. Thursday 2nd Reading of an Ordinance Amending Commissioner District Boundaries
Pg. 4	10:15 a.m. Thursday Review Troutdale's Urban Renewal Plan for Town Center
*	A Public Hearing on Mental Health Acute Care Services is scheduled for 6:00 p.m., Monday, August 6, 2001 at the Multnomah Building, Commissioners Boardroom 100
*	The Thursday, August 16, 2001 Regular Board Meeting is Cancelled

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 11:00 PM, Channel 30
Saturday, 10:00 AM, Channel 30
(Saturday Playback for East County Only)
Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community
Television

Thursday, August 2, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM **NON-DEPARTMENTAL**

- C-1 RESOLUTION Designating Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County Foreclosure List

PUBLIC CONTRACT REVIEW BOARD

- C-2 ORDER Approving an Exemption to Specify Brand Names for the Purchase of Dental Equipment

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-3 Renewal of Intergovernmental Revenue Agreement 0210019 with Regional Drug Initiative, Providing Staff Assistance and Motor Pool Reimbursement to Implement Programs and Services to Combat Drug Abuse in Multnomah County
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REGULAR AGENDA - 9:30 AM
PUBLIC COMMENT - 9:30 AM

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

AGING AND DISABILITY SERVICES DEPARTMENT - 9:30 AM

- R-1 Results from RESULTS: Aging and Disability Services Client Quality Review. Presented by Paul Iarrobino. 10 MINUTES REQUESTED.
- R-2 NOTICE OF INTENT to Respond to an RFP from the Federal Administration on Aging (AoA) Innovative Caregiver Support Grant Program Regarding Structuring Effective Information and Assistance Systems for Family Caregivers

NON-DEPARTMENTAL - 9:45 AM

- R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Commissioner District Boundaries in Compliance with Multnomah County Home Rule Charter Section 3.15

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT - 9:50 AM

- R-4 Renewal of Lease with Portland Impact, Inc. for Space at Tabor Square, 4610 SE Belmont, for Aging and Disability Services Programs

DEPARTMENT OF COMMUNITY JUSTICE - 9:55 AM

- R-5 NOTICE OF INTENT to Apply for Grant Funding through the Young Offender Initiative of the Departments of Justice, Labor and Health and Human Services
- R-6 NOTICE OF INTENT to Apply for Domestic and Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program
- R-7 NOTICE OF INTENT to Apply for Juvenile Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program

Thursday, August 2, 2001 - 10:15 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

- B-1 Briefing and Review of the City of Troutdale Urban Renewal Plan for the City's Town Center Area Per ORS 457.437(1). Presented by Jeff Tashman and Erik Kvarsten. 15-30 MINUTES REQUESTED.



Maria Rojo de Steffey
Multnomah County Commissioner, District 1

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5220
FAX: (503) 988-5440
Email: district1@co.multnomah.or.us

MEMORANDUM

TO: Chair Diane Linn
Commissioner Serena Cruz
Commissioner Lisa Naito
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Cynthia Strickland
Staff to Commissioner Maria Rojo de Steffey

DATE: June 11, 2001

RE: Board Briefing/Meeting Absence

Commissioner Maria Rojo de Steffey will be out of town and unable to attend the August 2, 2001 Board meeting.

01 JUN 11 AM 9:05
MULTNOMAH COUNTY
OREGON
DISTRICT 1
COMMISSIONERS

MEETING DATE: AUG 02 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Designating Newspaper for Publication of 2001 Foreclosure List

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: Non-Departmental DIVISION: County Attorney

CONTACT: John Thomas TELEPHONE #: (503) 988-3138
BLDG/ROOM #: 503/500

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐
OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Designating Newspaper for Publication of Notice of Foreclosure of Tax
Liens as Shown on the Multnomah County Foreclosure List

08/03/01 copies to John Thomas & Gary Thomas

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Thomas Spangler

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 24 PM 2:38
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



OFFICE OF
MULTNOMAH COUNTY ATTORNEY

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: John Thomas, Assistant County Attorney

DATE: July 24, 2001

RE: RESOLUTION Designating Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County Foreclosure List

1. Recommendation/Action Requested:
Recommend Board approval
2. Background/Analysis:
Approval of this designation is requested as required by ORS 312.040(a) which states "Notice shall be given by one publication of the foreclosure list in a newspaper of general circulation in the county, to be designated by the county court or Board of County Commissioners". This resolution designates the Daily Journal of Commerce as the newspaper for publication of this notice for 2001 and thereafter.
3. Financial Impact:
Publication costs are added to individual tax accounts so that costs can be recovered when delinquent taxes are paid to avoid foreclosure. Daily Journal of Commerce has been able to meet our publication schedule and has been the most economical.
4. Legal Issues:
None known.
5. Controversial Issues:
N/A
6. Link to Current County Policies:
N/A
7. Citizen Participation:
None.
8. Other Government Participation:
None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Designating Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown
on the Multnomah County Foreclosure List

The Multnomah County Board of Commissioners Finds:

- a. Each year the Multnomah County Assessor and Tax Collector, with the assistance of the Multnomah County Attorney, prepare for filing in the Multnomah County Circuit Court of the State of Oregon, an application for the foreclosure of liens for delinquent taxes as shown by the Multnomah County Foreclosure List.
- b. The law requires that this Board designate a newspaper of general circulation published in Multnomah County in which notice of such foreclosures shall be published.

The Multnomah County Board of Commissioners Resolves:

1. Commencing in 2001 and thereafter, The Daily Journal of Commerce, a newspaper of general circulation, published in Multnomah County, Oregon, is designated as the newspaper in which notice of foreclosure of tax liens as shown by the Multnomah County Foreclosure List shall be published.


ADOPTED this 2nd day of August, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-103

Designating Newspaper for Publication of Notice of Foreclosure of Tax Liens as Shown on the Multnomah County Foreclosure List

The Multnomah County Board of Commissioners Finds:

- a. Each year the Multnomah County Assessor and Tax Collector, with the assistance of the Multnomah County Attorney, prepare for filing in the Multnomah County Circuit Court of the State of Oregon, an application for the foreclosure of liens for delinquent taxes as shown by the Multnomah County Foreclosure List.
- b. The law requires that this Board designate a newspaper of general circulation published in Multnomah County in which notice of such foreclosures shall be published.

The Multnomah County Board of Commissioners Resolves:

1. Commencing in 2001 and thereafter, The Daily Journal of Commerce, a newspaper of general circulation, published in Multnomah County, Oregon, is designated as the newspaper in which notice of foreclosure of tax liens as shown by the Multnomah County Foreclosure List shall be published.

ADOPTED this 2nd day of August, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

John S. Thomas, Assistant County Attorney

AUG 02 2001

AGENDA NO C-2
ESTIMATED START TIME: 9:30am
LOCATION: Burlington 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST TO SPECIFY BRAND NAMES FOR THE PURCHASE OF DENTAL EQUIPMENT

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSS DIVISION: Finance/CPCA

CONTACT: Franna Hathaway TELEPHONE #: 988-5111 X22651
BLDG/ROOM #: 503/4th floor

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

PCRB EXEMPTION REQUEST TO SPECIFY BRAND NAMES FOR THE PURCHASE OF DENTAL EQUIPMENT

08/02/01 copies to Catherine Kwong

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 23 PM 2:00
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS

MEMORANDUM

DATE: 07-03-01
TO: Franna Hathaway
FROM: Gordon Empey
Dental Health Officer
SUBJECT: Request for Exemption

****HONOR CULTURE, CELEBRATE DIVERSITY, AND INSPIRE QUALITY****

The following items will go out for bid for a Requirements Contract Bid # BO2-6727.
The Dental Division is requesting exemption to order specific Brand names on the items listed on attached Specifications lists.

Thank you for your assistance in this matter.

Attachments: Specifications, 2 pages

RECEIVED
PURCHASING SECTION
2001 JUL 10 PM 2:59
MULTNOMAH COUNTY

BRAND NAME EXEMPTION APPLICATION
(Request: order specific Brand names, no substitutions)

Item #	PRODUCT	PREFERRED BRAND	REASON FOR EXEMPTION	# TO BE PURCHASED	ESTIMATED YEARLY COST	NOTE
12	High Speed Handpiece Regular Head	ADEC TA 98LW	It is unlikely that specification of brand name will encourage favoritism in the award or substantially diminish competition.	10	890 x 15 13,350	Items 12 and 13 are same, only size is different
13	High Speed Handpiece Small Head	ADEC TA 96LW		5		See note above
14	High Speed Handpiece Swivel Coupler	ADEC RA 24		11	210 x 11 2,310	
15	Slow Speed Handpiece Motor	ADEC AC 20 Air Motor		11	495 x 11 5,445	
16	Slow Speed Swivel coupler	904 Coupler		11	150 x 11 1,650	
17	Contra-angle low speed attachment	ADEC WD – 66		15	390 x 15 5,850	
18	Straight low speed attachment	ADEC HD – 43		4	300 x 4 1,200	
19	Prophy low speed attachment	ADEC HP 44		4	260 x 4 1,040	

BRAND NAME EXEMPTION APPLICATION
(Request: order specific Brand names, no substitutions)

Item #	PRODUCT	PREFERRED BRAND	REASON FOR EXEMPTION	# TO BE PURCHASED	ESTIMATED YEARLY COST
1	Vacuum, compressor system	Apollo Organizer system 6 user large cart, model 06LLF	No substitutions due to size constraint of existing equipment room at site.	1	23,0000
6	Patient Chair	Cascade 1040 Radius	No substitutions due to plumbing and wiring configuration present at site	11	5,900 X 11 64,900
7	Pt. Chair light	ADEC 6300 wall mount	Equipment must be compatible with item #6 and wiring configuration present at site	10	1,850 X 10 18,500
8	Pt. Chair light	ADEC 6300 post mount	Equipment must be compatible with item #6 and wiring configuration present at site	1	1,650
9	Delivery System	ADEC Radius 2132 Continental style delivery system	No substitutions due to plumbing and wiring configuration present at site	11	4,500 X 11 49,500
10	Assistant's system	ADEC Cascade 3175 Assistant's wall mount system	No substitutions due to plumbing and wiring configuration present at site	11	3,510 X 11 38,610
11	Quick connect for 3175		No substitutions. Must be compatible with item 10, ADEC Cascade 3175 system	3	40 X 3 120
21	X-ray processor	Airtechniques AT 2000	Brand name is widely available to vendors. It is unlikely that specification of brand name will encourage favoritism in the award or substantially diminish competition.	1	4,500

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. _____

In the matter of an exemption to specify brand names for the purchase of dental equipment

The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR20.030 and AR20.050, a request from the Department of Health for an exemption to specify specific brands of dental equipment in the requirements contract bid #B02-6727.
- b. As it appears in the memorandum from Gordon Empey, the request for exemption is based upon the fact that some of these items have no substitutions due to size constraint of existing equipment or plumbing and wiring configuration present at site, and some items must be compatible with the other existing equipment. These brand names are widely available to vendors, and it is unlikely that specification of brand names will encourage favoritism in the award or substantially diminish competition.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR20.030 and AR20.050.

The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:

That the exemption is hereby approved as it represents

ADOPTED this day of August , 2001.

BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD

Diane Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
John Thomas, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

ORDER NO. 01-104

Approving an Exemption to Specify Brand Names for the Purchase of Dental Equipment

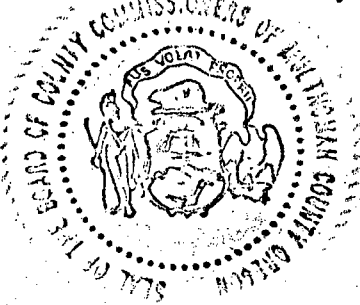
The Multnomah County Board of Commissioners Finds:

- a. The Board, acting in its capacity as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rules AR20.030 and AR20.050, a request from the Department of Health for an exemption to specify specific brands of dental equipment in the requirements contract bid #B02-6727.
- b. As it appears in the memorandum from Gordon Empey, the request for exemption is based upon the fact that some of these items have no substitutions due to size constraint of existing equipment or plumbing and wiring configuration present at site, and some items must be compatible with the other existing equipment. These brand names are widely available to vendors, and it is unlikely that specification of brand names will encourage favoritism in the award or substantially diminish competition.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rules AR20.030 and AR20.050.

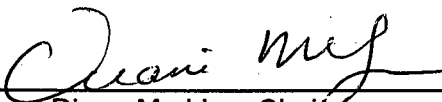
The Multnomah County Board of Commissioners, Acting as the Public Contract Review Board Orders:

That the exemption is hereby approved as it represents

ADOPTED this 2nd day of August, 2001.



BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON, ACTING AS
THE PUBLIC CONTRACT REVIEW BOARD



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John Thomas, Assistant County Attorney

MEETING DATE: August 2, 2001
AGENDA NO: C-3
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Division of Behavioral Health's annual Agreement with Regional Drug Initiative in the amount of \$48,260

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

REGULAR MEETING: DATE REQUESTED: Next Available
AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Community and Family Services
CONTACT: Lorenzo Poe/Jim Peterson

DIVISION: Behavioral Health
TELEPHONE #: (503) 988-3691
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Ratification of Division of Behavioral Health's Annual Agreement With Regional Drug Initiative

08/03/01 originals to Lynn Levine

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 30 PM 12:00
MULTNOMAH COUNTY
OREGON
BOARD #
JULY COMMISSIONER'S



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director

DATE: June 21, 2001

SUBJECT: FY2001/2002 Intergovernmental Agreement with Regional Drug Initiative

-
- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends approval of the attached intergovernmental agreement with the Regional Drug Initiative for the period July 1, 2001 through September 30, 2001.
- II. **Analysis:** The Regional Drug Initiative is an intergovernmental agency, which contracts with Multnomah County to provide administrative services for personnel and motor pool expenses.
- III. **Financial Impact:** The dollar amount of this contract is \$48,260.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The contract seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in the County.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** RDI is an intergovernmental entity formed through an agreement between Multnomah County and the City of Portland.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0210019

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-3 DATE 08-02-01 DEB BOGSTAD, BOARD CLERK

Department:	Community and Family Services	Division:	Behavioral Health	Date:	June 21, 2001
Originator:	Gayle Kron		26392	Bldg/Rm:	166/6
Contact:	Lynn Ervins	Phone:	26644	Bldg/Rm:	166/7

Description of Contract **Renewal of Intergovernmental Agreement for personnel services for FY2001/02.**

RENEWAL: <input type="checkbox"/>	PREVIOUS CONTRACT #(S):	0110764
RFP/BID:	Exempt as Governmental Agency	RFP/BID DATE:
EXEMPTION	EXEMPTION EXPIRATION	ORS/AR
#/DATE:	DATE:	#:
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)		

Contractor	Regional Drug Initiative	
Address	522 SW 5th, Suite 1310	Remittance Address
	Portland, OR 97204	(If different)
Phone	503.294.7074	Payment Schedule / Terms
Employer ID# or SS#	N/A	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date	July 1, 2001	<input checked="" type="checkbox"/> Monthly \$ Invoice <input type="checkbox"/> Net 30
Termination Date	September 30, 2001	<input type="checkbox"/> Other \$ <input type="checkbox"/> Other
Original Contract Amount \$	48,260	
Total Amt of Previous Amendments \$		<input type="checkbox"/> Requirements \$
Amount of Amendment \$		
Total Amount of Agreement \$	48,260	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager		DATE	7/10/01
Purchasing Manager		DATE	
County Counsel		DATE	7/17/01
County Chair		DATE	8-2-01
Sheriff		DATE	
Contract Administration		DATE	

CUSTOMER VENDOR CODE 300053						PREVIOUS DEPT REFERENCE REV205					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

AGREEMENT

An agreement between the Regional Drug Initiative ("RDI") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative.

RECITALS:

1. The Regional Drug Initiative (RDI), a legal entity formed by intergovernmental Agreement, pursuant to ORS 190.010(5), seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in Multnomah County.
2. The County (Contractor) seeks to enter into an agreement with RDI to delineate the means by which the County will be reimbursed for personnel and motor pool costs for RDI staff.
3. The period of the contract is from July 1, 2001 through September 30, 2001.

AGREED:**I. Scope of Services**

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by RDI for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 2001 through September 30, 2001, shall not exceed **\$48,260**. Personnel costs shall be for the following positions:

Program Administrator	1.00 FTE
Senior Office Assistant	.50 FTE
Program Development Specialist	.50 FTE

Estimated motor pool costs are **\$209**, and bus passes cost **\$85**.

Compensation includes County indirect costs for personnel and material and supplies. Attached is a copy of the County's *Indirect Cost Rates and Consolidated Countywide Cost Allocation Plan*.

Indirect costs are **\$6,580**.

III. Project Manager

The **RDI** Project Manager shall be Jeanna Cernazanu or such other person as shall be designated in writing by the RDI Chair, Dave Barnes.

The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other RDI actions referred herein.

IV. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, RDI shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of RDI, become the property of RDI and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to RDI for damage sustained by RDI by virtue of any breach of the Agreement by the Contractor, and RDI may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due RDI from the Contractor is determined.

- B. **TERMINATION FOR CONVENIENCE.** RDI and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by RDI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.
- C. **REMEDIES.** In the event of termination under Section A hereof by RDI due to a breach by the Contractor, then RDI may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to RDI the amount of excess.

The remedies provided to RDI under Section A and C hereof for a breach by the Contractor shall not be exclusive. RDI also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Agreement by RDI, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

- D. **CHANGES.** RDI may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by the RDI Task Force.

E. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to RDI. RDI or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

F. **AUDIT OF PAYMENTS.** RDI, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, the Contractor shall repay the amount of the excess to RDI.

G. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless RDI from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 RDI shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of RDI, its officers, employees and agents in the performance of this agreement.

H. **LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and RDI actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$50,000 for each occurrence involving property damages; or a single limit policy of not less than \$50,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured RDI and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to RDI Project Manager. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with RDI a certificate of insurance certifying the coverage required under this section. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by RDI.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide RDI such further certification of worker's compensation insurance as renewals of said insurance occur. In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- J. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of RDI. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding RDI approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and RDI shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of RDI.

- K. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and employees are not employees of RDI and are not eligible for any benefits through RDI, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- L. **REPORTING REQUIREMENTS.** No RDI officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.
- M. No RDI officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

- N. **CONTRACT ADMINISTRATION.** The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

- O. **OREGON LAW AND FORUM.** This Agreement shall be construed according to the law of the State of Oregon.

Any litigation between RDI and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- P. **AVAILABILITY OF FUNDS.** It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by RDI solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, RDI reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

- Q. **COMPLIANCE WITH LAWS.** In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 2001 and ending September 30, 2001.

Dated this _____ day of _____, 2001.

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

REGIONAL DRUG INITIATIVE:

By: _____
Dave Barnes
RDI Chair

Date: _____

By: _____
Elyse Clawson
RDI Vice Chair

Date: _____

MULTNOMAH COUNTY, OREGON:

By: Lorenzo T. Poe, Jr.
Lorenzo T. Poe, Jr.
Director, Community and Family Services Department

Date: 7/10/01

By: Diane M. Linn
Diane M. Linn
Multnomah County Chair

Date: 8.2.01

REVIEWED:

Thomas Sponsler
County Attorney for Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 63 DATE 08.02.01
DEB BOGSTAD, BOARD CLERK

By: Katie Sawyer

Date: 7/17/01

JOB DESCRIPTION MULTNOMAH COUNTY

PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EMPLOYEE SERVICES USE ONLY

☐ Supervisory Responsibility
☐ Classified
☐ Unclassified
☐ Represented
☐ Non-represented
☐ New ☐ Revised
 Class Title: _____
 Position Number: _____
 Overtime: _____
 FLSA: Exempt / Non-Exempt

SECTION 1. POSITION INFORMATION

a. Department Name: DCFS/Regional Drug Initiative
 b. Work Unit/Location: 522 S.W. 5th Ave., Suite 1310, Portland, OR 97204
 c. Employee Name:
 d. Supervisor Name/Title: Jim Peterson, Addictions Services Manager
 e. Proposed Job Class: DCFS Administrator
 f. Working Title: Executive Director, Regional Drug Initiative
 g. Phone Numbers for Supervisor/Employee: 294-7074

h. Position Type: ☒ Permanent ☐ Temporary ☐ Oncall ☐ Academic Year
 ☒ Full Time ☐ Part Time ☐ Intermittent ☐ Job Share

SECTION 2. PROGRAM/POSITION INFORMATION

a. Describe the program (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. You may attach a program description and mission statement if available.
 The Regional Drug Initiative is a community coalition that operates as an inter-governmental agency. Its mission is to reduce substance abuse with a focus on Multnomah County. Some of RDI's activities (media, drug-free workplaces) are state-wide in scope. RDI works with all sectors of the community and is governed by the RDI Task Force of 56 leaders from business, government, schools, health care, community programs, youth, labor, law enforcement, and the faith community. RDI's work promotes community partnerships, collaboration among agencies, and improvement in customer service.

b. Describe the purpose of this job/position (why does this position exist?)
 The RDI Executive Director oversees all program operations and coordinates with national agencies (ONDCP, Join Together, CADCA, Partnership for a Drug-Free America, the Ad Council, Public Relations Society of America). This staff position includes administrative oversight of budget, staffing, resource development, communications, evaluation and program implementation.

SECTION 3. DESCRIPTION OF JOB DUTIES

List major duties. Note percentage of time duties are performed.

% of Time	DUTIES
20%	Staff RDI Executive Committee and Task Force meetings: – Meet with Chair and Vice Chair to develop agenda – Develop materials, documents, program components – Coordinate communications
5%	Budget oversight
30%	Resource Development – Local, state, national program coordination – Oversight of grant proposal development – Foundation presentations – Private sector case statement development
20%	Supervision of staff/program oversight – Convening of staff team – Staff one-on-ones – Project development – Program committee communications
10%	Media/public relations – Handle all media/public relations requests – Promote RDI & substance abuse issues to public
5%	Volunteer recruitment
10%	Provide technical assistance to local, state, national agencies and organizations
100%	TOTAL

SECTION 4. GUIDELINES

- a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures.

State, federal regulations regarding workplace safety and operations, Multnomah County personnel policies and procedures, RDI staff and committee standards.

- b. How are these guidelines used to perform the job?

Multnomah County procedures govern all personnel at RDI. RDI staff and committee standards regulate program implementation.

SECTION 5. WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

Who Contacted	How	Purpose	How Often?
RDI Task Force members	phone/in person	program operations	daily
City of Portland Grants Management	phone/in person	fiscal oversight	monthly
Federal agencies	phone/in person	various	weekly
Community agencies	phone/in person	coordination	monthly
Other DCFS workers	phone/in person	coordination	daily
Media	phone/in person	info., media coverage	weekly
State Office of Alcohol & Drug Programs	phone/in person	coordination	monthly
Community Coalitions	phone/in person	coordination	daily

Describe the nature of any difficult interpersonal contacts encountered:
Strangers calling who are hostile/threatening about RDI's work.

SECTION 6. JOB-RELATED DECISION MAKING

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

Staff hiring, promotion, termination; budget, program implementation, legal oversight, operations, purchasing, local and national coordination. Effects: efficient functioning of RDI, including cost efficiency of operations, non-duplication of efforts, increased interagency collaboration.

SECTION 7. BUDGET AUTHORITY

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:
RDI has a separate budget in addition to an allocation from the Department budget. The Department budget covers the cost of .50 FTE for an RDI staff person, indirect costs for the RDI/County personnel contract, and \$10,000 for a SICA grant to provide parent training to reduce substance abuse. This position approves RDI's role in utilizing the Department's contribution.

SECTION 8. REVIEW OF WORK

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?
Jim Peterson, annually for performance. The RDI Task Force Chair and Vice Chair as an ongoing function. Purpose of the review is to ensure that RDI meets its goals.

SECTION 9. SUPERVISORY DUTIES

Names of employees supervised: Larry Langdon, Kamesha Robinson (student intern), Chocka Guiden (student intern), Karen Gress (VISTA member), and an OA2 (to be hired).
For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termination/Firing	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotion	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Performance Appraisal	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Discipline (suspension)	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assign Duties	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Setting Goals and Objectives	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grievance Handling	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>
Schedule the Work	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training Staff	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 10 - PHYSICAL FACTORS

Check the box that best describes the overall amount of physical effort typically required by your job.

- ☒ **Standard** – Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- ☐ **Restricted/Mobile** – Confined to immediate work area; can only leave work station during assigned breaks.
- ☐ **Exertive** – Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- ☐ **Strenuous** – Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate physical activity required in the performance of this job and indicate the relative code (see below) for each activity.

Frequency Codes:

I = Infrequent (less than 10%)
S = Seldom, Minimal (10% - 25%)

M = Moderate, Average (25% - 50%)
A = Almost Always (more than 50%)

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over	X			
Moderate lifting/carrying, 15-45 lbs.		X		
Light lifting/carrying, under 15 lbs.			X	
Pulling/Pushing	X			
Reaching	X			
Use of fingers				X
Both hands required				X
Walking		X		
Standing	X			
Sitting				X
Crawling	X			
Kneeling	X			
Repeated bending	X			
Climbing	X			
Operating of motorized equipment			X	
Ability to discharge firearms	X			
Speech				X
Visual requirements				X
– Near vision, 20 inches or less				X
– Mid-range, more than 20 inches/less than 20 ft				X
– Distance, 20 feet or more				X
– Color, ability to identify and distinguish colors		X		
– Depth Perception				X
Repetitive motions			X	
Hearing requirements				X
Special Factors not listed:				

SECTION 11. WORKING CONDITIONS

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

Some travel is required, primarily to Washington, D.C.

SECTION 12. ADDITIONAL JOB-RELATED INFORMATION**COMMENTS:****SPECIAL RECRUITING REQUIREMENTS:**

Ability to communicate, experience in management of programs, knowledge of substance abuse issues, supervisory skills,

ORGANIZATIONAL CHART

Attach a current organizational chart. See instructions for detail to be included on the chart.

SIGNATURES:

Employee Signature Date

Supervisor Signature Date

Appointing Authority Signature Date

**JOB DESCRIPTION
MULTNOMAH COUNTY**

PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

SECTION 1. POSITION INFORMATION

- a. Department Name: DCFS / Regional Drug Initiative
 b. Work Unit/Location: 522 SW 5th Ave., Suite 1310, Portland, OR 97204
 c. Employee Name: Larry Langdon
 d. Supervisor Name/Title:
 e. Proposed Job Class: Program Development Specialist
 f. Working Title: Information Specialist
 g. Phone Numbers for Supervisor/Employee: 294-7074

EMPLOYEE SERVICES (USE ONLY)

- ☐ Supervisory Responsibility
☐ Classified
☐ Unclassified
☐ Represented
☐ Non-represented
☐ New ☐ Revised
 Class Title: _____
 Position Number: _____
 Overtime: _____
 FLSA: Exempt / Non-Exempt

- h. Position Type: ☒ Permanent ☐ Temporary ☐ Oncall ☐ Academic Year
☒ Full Time ☐ Part Time ☐ Intermittent ☐ Job Share

SECTION 2. PROGRAM/POSITION INFORMATION

- a. Describe the program (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. You may attach a program description and mission statement if available.
 See attached materials
- b. Describe the purpose of this job/position (why does this position exist?)
 Position has changed recently. 50% now involves staff support for the State Incentive Cooperative Agreement to create and implement a county-wide youth substance abuse prevention plan under the direction of DCFS, Behavioral Health. The position also provides staff support for the RDI Drug Impact Index Committee and RDI Evaluation Oversight Committee. The overarching purpose of the position is to provide a full range of information services for RDI, including providing information and technical assistance to staff and in response to phone and written requests from local and national agencies, media and the public; obtaining and organizing substance abuse related information in the RDI library and on the RDI web site; creating print and other RDI information products; and handling all Information Systems duties.

SECTION 3. DESCRIPTION OF JOB DUTIES

List major duties. Note percentage of time duties are performed.

% of Time	DUTIES
40%	Direct county-wide prevention (SICA) planning 20% Meetings, including SICA, staff, and outreach (8 hours per week) 15% Information acquisition and writing (6 hours per week) 5% Coordination and meeting planning (2 hours per week) (10% -4 hours per week - from other categories below is also SICA-related)
7.5%	Write, create publications (including Web pages) (3 hours per week)
7.5%	Research, obtain and organize materials and library (3 hours per week)
10%	General support, coordination, technical assistance, historian, etc. (4 hours per week)
15%	Answer technical assistance & information requests - public, staff, agency, & media (6 hours per week)
10%	Index Committee staffing (4 hours per week)
5%	Evaluation Oversight Committee staffing (2 hours per week)
5%	Information Systems work (2 hours per week)
100%	TOTAL (40 hours per week)

SECTION 4. GUIDELINES

- a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures. (State Incentive Cooperative Agreement and Biannual Implementation Plan guidelines from State Office of Alcohol and Drug Abuse Programs (OADAP), RDI guidelines.
- b. How are these guidelines used to perform the job?
Guidelines provide only general guidance regarding SICA planning. RDI guidelines are used for program implementation.

SECTION 5. WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

<u>Who Contacted</u>	<u>How</u>	<u>Purpose</u>	<u>How Often?</u>
Agency & organization workers	Phone, person	Coordination	5 contacts per day
General public, media, agency workers	Phone, writing	Provide Info	1 contact per day
Other DCFS workers	Phone, person	Coordination	Daily

Describe the nature of any difficult interpersonal contacts encountered:
Difficulty of adequately coordinating among numerous agencies and individuals.

SECTION 6. JOB-RELATED DECISION MAKING

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.
Work prioritization, who to coordinate with, content of written materials, dissemination of materials.
Effect is determining what is accomplished, how well community is informed, networked, and coordinated.

SECTION 7. BUDGET AUTHORITY

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:
(None)

SECTION 8. REVIEW OF WORK

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?
Executive Director. Biweekly checkins for direction and coordination.

SECTION 9. SUPERVISORY DUTIES

Names of employees supervised:

(None)

For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Termination/Firing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Promotion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Performance Appraisal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employee Discipline (suspension)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assign Duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Setting Goals and Objectives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grievance Handling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule the Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Training Staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION 10 - PHYSICAL FACTORS

Check the box that best describes the overall amount of physical effort typically required by your job.

- ☒ **Standard** – Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- ☐ **Restricted/Mobile** – Confined to immediate work area; can only leave work station during assigned breaks.
- ☐ **Exertive** – Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- ☐ **Strenuous** – Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate physical activity required in the performance of this job and indicate the relative code (see below) for each activity.

Frequency Codes:

I = Infrequent (less than 10%)
S = Seldom, Minimal (10% - 25%)

M = Moderate, Average (25% - 50%)
A = Almost Always (more than 50%)

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over	X			
Moderate lifting/carrying, 15-45 lbs.	X			
Light lifting/carrying, under 15 lbs.	X			
Pulling/Pushing				
Reaching				
Use of fingers			X	
Both hands required			X	
Walking			X	
Standing				
Sitting			X	
Crawling				
Kneeling				
Repeated bending				
Climbing				
Operating of motorized equipment				
Ability to discharge firearms				
Speech			X	
Visual requirements				
– Near vision, 20 inches or less				
– Mid-range, more than 20 inches/less than 20 ft			X	
– Distance, 20 feet or more				
– Color, ability to identify and distinguish colors	X			
– Depth Perception				
Repetitive motions				
Hearing requirements				
Special Factors not listed: Driving, keyboarding		X		

SECTION 11. WORKING CONDITIONS

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

(none)

SECTION 12. ADDITIONAL JOB-RELATED INFORMATION

COMMENTS:

SPECIAL RECRUITING REQUIREMENTS:

ORGANIZATIONAL CHART

Attach a current organizational chart. See instructions for detail to be included on the chart.

SIGNATURES:

Employee Signature Date

Supervisor Signature Date

Appointing Authority Signature Date

Information Specialist (Larry Langdon): Reports to the Executive Director. Co-Staff for State Incentive Cooperative Agreement (SICA) for county-wide prevention planning. Staffs the Drug Impact Index Committee and Evaluation Oversight Committee. Researches and analyzes information for RDI committees and staff. Maintains the RDI resource library. Responds to questions from other partnerships and coalitions, agencies, media and the public, especially regarding statistical, research, reference, resource and networking information. Expert on technical information, data, research, and computers.

JOB DESCRIPTION MULTNOMAH COUNTY

PLEASE READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

EMPLOYEE SERVICES USE ONLY

☐ Supervisory Responsibility
☐ Classified
☐ Unclassified
☐ Represented
☐ Non-represented
☐ New ☐ Revised
 Class Title: _____
 Position Number: _____
 Overtime: _____
 FLSA: Exempt / Non-Exempt

SECTION 1. POSITION INFORMATION

- a. Department Name: DCFS / Regional Drug Initiative
 b. Work Unit/Location: 522 SW 5th Ave., Suite 1310, Portland, OR 97204
 c. Employee Name: To be hired
 d. Supervisor Name/Title: Executive Director
 e. Proposed Job Class: Office Assistant / *Senior*
 f. Working Title: Office Assistant / *Senior*
 g. Phone Numbers for Supervisor/Employee: 294-7074

- h. Position Type: ☒ Permanent ☐ Temporary ☐ Oncall ☐ Academic Year
 ☒ Full Time ☐ Part Time ☐ Intermittent ☐ Job Share

SECTION 2. PROGRAM/POSITION INFORMATION

- a. Describe the program (in which this job exists) Please include program purpose, who is effected, size, and scope. Include relationship to agency mission. You may attach a program description and mission statement if available.

 RDI program description and mission statement is attached.
- b. Describe the purpose of this job/position (why does this position exist?)
 This is a position with multiple priorities. First, this position is the assistant to the Executive Director of a nationally-recognized organization in the field of drug and alcohol abuse prevention and education, and as such provides specialized support and assistance to the Executive Director. Second, this position coordinates RDI operations and provides all aspects of clerical support to the RDI office, including telephone reception, financial reports, accounts payable and purchasing. This position functions as a liaison for community leaders who are members of the RDI task force.

SECTION 3. DESCRIPTION OF JOB DUTIES

List major duties. Note percentage of time duties are performed.

% of Time	DUTIES
35%	☐ Telephone reception and referral to appropriate staff involving a variety of requests, including: treatment resource requests, calls from business leaders regarding assistance for employee drug issues and drug-free workplaces, parents, grandparents and youth requesting drug prevention information.
40%	☐ Provide assistance to the Executive Director - may include any/all of the following: <ul style="list-style-type: none"> - draft and prepare correspondence and mailing materials using Office 97 programs and Wordperfect 5.1 - schedule appointments and meetings; coordinate arrangements for location, equipment and catering. - prepare & distribute-notifications of meetings and events to Task Force and Executive Committee members - attend organizational meetings; prepare and distribute minutes - complete reports; type forms, send faxes
5%	☐ Process accounts payable transactions, maintain budget and fiscal statements, maintain records for office accounts.
5%	☐ Order office supplies and equipment, to include contract negotiations for price advantages.
as needed	☐ Perform routine office equipment maintenance; notify service providers for necessary services.
3%	☐ Coordinate and maintain payroll records
2%	☐ Prepare travel advance and travel expense reports for employee payment/reimbursement
1%	☐ Maintain and update organizational database; supply rosters and labels as needed
6%	☐ Assist program specialists with informational mailings and special projects
3%	☐ Assemble RDI informational packets; maintain inventory of packet materials
100%	TOTAL

SECTION 4: GUIDELINES

- a. List any established guidelines used to do this job, such as state or federal laws or regulations, policies, manuals or desk procedures. The RDI office maintains a procedures manual for employee review which covers basic RDI policies.
- b. How are these guidelines used to perform the job?

SECTION 5: WORK CONTACTS

With whom outside of coworkers in this work unit must this position regularly come in contact?

Who Contacted	How	Purpose	How Often?
Candy Turay, Asst to Chief Charles Moose	phone	RDI task force functions	2-6 times/month
Jill Baca, Asst to DA Michael Schrunck	phone	RDI task force functions	1-3 times/month
Catherine Moyer, Asst to Sheriff Dan Noelle	phone	RDI task force functions	1-3 times/month
Sheila Black-Craig, City of Portland	phone/in person	Fiscal management	4-8 times/month
Kathy Baker, Mayor's Office	phone/in person	Fiscal management	2-4 times/month
Nancy Gleim, DCFS	phone/in person	payroll functions	2-6 times/month

Describe the nature of any difficult interpersonal contacts encountered:

This position has extensive contact (via phone and in person) with community leaders involved in the RDI organization and must present a professional and diplomatic demeanor at all times.

SECTION 6: JOB-RELATED DECISION MAKING

Describe the kinds of decisions likely to be made by this position. Indicate effect of these decisions where possible.

This position must have the ability to exercise independent judgment in a variety of situations. As assistant to the director, the person holding this position is relied upon to represent RDI in contacts with many different professional and public organizations and individuals. As the office manager, this person must make decisions relating to negotiating and purchasing of office supplies and equipment.

SECTION 7: BUDGET AUTHORITY

If this position has authority to commit Department operating money, indicate in what area, how much money and types of funds:

Subject to the Executive Director's approval, this position is responsible for the purchasing of supplies and equipment, including price negotiations. This position also handles all accounts payable and trust fund transactions for the RDI office.

SECTION 8: REVIEW OF WORK

Who reviews the work of this position? (List name, job title and position number.) How? How often? Purpose of the review?
Executive Director of RDI, reviews the work of this position. Weekly and/or monthly meetings with the Executive Director ensure the efficient functioning of the RDI office and provide effective feedback for this position on performance.

SECTION 9: SUPERVISORY DUTIES

Names of employees supervised:

This position may be responsible for the supervision/direction of volunteers and/or interns working at RDI.

For positions you supervise. Please clarify your level of responsibility for the following decisions. Check the appropriate boxes.

Function	RESPONSIBILITY			
	Take Action/ Inform Spvr	Effectively Recommend	Provide Input	N/A
Hiring				X
Termination/Firing				X
Promotion				X
Performance Appraisal			X	
Employee Discipline (suspension)				X
Assign Duties			X	
Setting Goals and Objectives		X	X	
Grievance Handling				X
Schedule the Work		X	X	
Training Staff	X	X	X	

SECTION 10 - PHYSICAL FACTORS

Check the box that best describes the overall amount of physical effort typically required by your job.

- ☒ **Standard** – Normally seated, standing or walking at will; normal physical ability to do some bending and light carrying.
- ☐ **Restricted/Mobile** – Confined to immediate work area; can only leave work station during assigned breaks.
- ☐ **Exertive** – Extensive walking, recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting of light or moderately heavy items.
- ☐ **Strenuous** – Considerable and rapid physical exertion or demands on the body such as frequent climbing of tall ladders, continuous lifting of heavy objects, crouching or crawling in restricted areas; exertion requires highly intense muscular action leading to substantial muscular exhaustion.

Please identify each appropriate physical activity required in the performance of this job and indicate the relative code (see below) for each activity.

Frequency Codes:

I = Infrequent (less than 10%)
S = Seldom, Minimal (10% - 25%)

M = Moderate, Average (25% - 50%)
A = Almost Always (more than 50%)

Condition	Relative Frequency			
	I	S	M	A
Heavy lifting/carrying, 45 lbs. & over				
Moderate lifting/carrying, 15-45 lbs.	x			
Light lifting/carrying, under 15 lbs.	x			
Pulling/Pushing				
Reaching				
Use of fingers				x
Both hands required				x
Walking			x	
Standing			x	
Sitting				x
Crawling				
Kneeling				
Repeated bending				
Climbing				
Operating of motorized equipment				
Ability to discharge firearms				
Speech				x
Visual requirements				x
– Near vision, 20 inches or less				x
– Mid-range, more than 20 inches/less than 20 ft				x
– Distance, 20 feet or more				
– Color, ability to identify and distinguish colors				
– Depth Perception				
Repetitive motions			x	
Hearing requirements				x
Special Factors not listed:				

SECTION 11. WORKING CONDITIONS

Describe special working conditions, if any, that are a regular part of this job. Include items such as standing for long periods, environment if other than office, exposure to heat/health risks/violent individuals/wild animals, etc. and the frequency of exposure.

SECTION 12. ADDITIONAL JOB-RELATED INFORMATION

COMMENTS:

SPECIAL RECRUITING REQUIREMENTS:

ORGANIZATIONAL CHART

Attach a current organizational chart. See instructions for detail to be included on the chart.

SIGNATURES:

Employee Signature

Date

Supervisor Signature

Date

Appointing Authority Signature

Date

2001/2002

RECEIVED
JAN 02 2001

DEPT. OF COMM. &
FAM. SVCS./FISCAL

INDIRECT COST RATES
and
COUNTYWIDE
COST ALLOCATION PLAN



Multnomah County, Oregon

FISCAL YEAR 2001/2002

Indirect Cost Rates

And

Consolidated Countywide

Cost Allocation Plan

Based on the

Year Ending

June 30, 2000

Finance Division

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The rates contained in this document are applicable to grants in existence during the Fiscal Year beginning July 1, 2001 and ending June 30, 2002.

Questions regarding the contents of the proposal should be directed to Lynn Rasmussen.

Multnomah County Finance
501 SE Hawthorne Ave. #400
Portland, OR 97293-0700
(503) 988-3312

INDIRECT COST RATES

EXPLANATION OF THE INDIRECT COST RATES

The Federal government recognizes that County Organizations perform identifiable overhead costs in support of grants and contracts.

Costs are categorized in two ways. The first identifies countywide support costs and the other establishes support costs internal to individual departments within the County.

The Central Service Cost Allocation plan identifies and distributes the cost of services provided by County support organizations (i.e., Purchasing, Auditor) to those County departments (Health, Sheriff, etc.) awarded grants or contracts.

The Indirect Cost Rates include the departmental administrative costs incurred within those organizations, as well as appropriate central service costs calculated above.

2001-2002 Indirect Cost Rates

SUMMARY OF INDIRECT COST RATES

Rates As Calculated (Use For All Grants)

<u>Grantee</u>	<u>Cost Rate</u>	<u>Page</u>	<u>Indirect Costs</u>	<u>Direct Costs</u>
Community and Family	15.88%	4	\$3,798,383	\$23,924,272
Aging and Disability Services	3.53%	6	843,638	23,925,776
Juv & Adult Comm Justice	5.08%	8	2,770,748	54,587,769
Health Services	1.74%	10	1,251,987	71,786,612
District Attorney	5.49%	12	916,791	16,699,053
Sheriff's Office	8.91%	14	7,003,889	78,570,739
Environmental Services	4.07%	16	2,799,629	68,711,252
Other County	2.40%	18	1,587,506	66,074,152
Library	4.26%	20	<u>1,413,171</u>	<u>33,154,746</u>
			\$22,385,743	\$437,434,372

Flow Through Funds 0.70%

COMPUTATION OF INDIRECT COST RATE

- Community & Family Services -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$2,930,967		\$2,930,967
All Other	\$38,159,204	1,090,982	\$23,924,272	63,174,458
Flow Through	114,716,276			114,716,276
Sub Total	\$152,875,480	\$4,021,949	\$23,924,272	\$180,821,701
Central Services		579,447		579,447
Adjustments		(803,014)		(803,014)
Totals	\$152,875,480	\$3,798,383	\$23,924,272	\$180,598,134

Rate Calculation

$$\frac{\text{Indirect}}{\text{All Other}} = \frac{\$3,798,383}{\$23,924,272} = 15.88\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

DETAIL OF DEPARTMENTAL INDIRECT

- Community & Family Services -

Total actual Personal Services: \$4,809,335

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$1,510,731

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
Employee Services Specialist Sr	9748	\$33,386	\$10,424	\$43,810	
CFS Administrator	9745	61,600	19,337	80,937	
Budget Analyst/Principal	9734	51,445	16,165	67,610	
Management Assistant	9710	49,242	15,409	64,652	
Employee Services Specialist II	9670	73,866	23,265	97,131	
CFS Manager	9661	464	151	615	
Information Systems Manager/Sr	9657	31,772	9,971	41,742	
Information Systems Manager	9653	13,997	4,381	18,378	
Information Systems Supervisor	9652	48,057	15,107	63,165	
Deputy Director	9619	170,139	53,480	223,619	
CFS Mgr Senior	9612	100,952	31,725	132,677	
Department Director	9610	93,699	29,459	123,159	
Staff Assistant	9400	72,460	22,812	95,272	
Fiscal Spec Senior	9340	70,218	22,057	92,275	
Fiscal Specialist Supervisor	9335	68,853	21,603	90,456	
Prog Development Spec Sr	9115	145,403	45,624	191,027	
CFS Supervisor	9008	235,446	74,026	309,472	
Administrative Analyst	9006	70,329	22,057	92,386	
Temporary Worker	8000	22,028	6,949		28,978
Program Evaluation Specialist	6368	42,797	13,446		56,242
Database Administrator	6197	65,245	20,546	85,791	
Information Systems Spec III	6193	23,063	7,252		30,314
Information Systems Spec I	6191	7,563	2,417		9,980
Information Systems Analyst I	6190	74,324	23,416	97,740	
Information Systems Analyst II	6189	175,727	55,142	230,869	
Information Systems Analyst Sr	6187	12,084	3,777	15,861	
Data Technician	6074	2,102	604		2,706
Data Analyst	6073	31,679	9,971		41,650
Network Analyst III	6053	51,377	16,165	67,541	
Fiscal Specialist II	6030	160,303	50,307	210,610	
Fiscal Specialist I	6029	120,290	37,768		158,059
Fiscal Assistant / Senior	6027	11,513	3,626		15,138
Prog Development Spec	6021	260,176	81,731	341,907	
Program Development Tech	6020	138,649	43,509		182,158
Construction Projects Specialist	6017	39,726	12,539	52,265	
Data Entry Operator	6007	2,560	755		3,315
Admin Sec	6005	82,984	26,136		109,119
Office Asst Sr	6002	121,323	38,070		159,394
Office Asst II	6001	223,680	70,249		293,929
Total		\$3,060,520	\$961,429	\$2,930,967	\$1,090,982

2001-2002 Indirect Cost Rates

COMPUTATION OF INDIRECT COST RATE

- Aging and Disability Services -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$350,008		\$350,008
All Other	\$4,043,608	69,258	\$23,925,776	28,038,642
Flow Through	7,397,825			7,397,825
Sub Total	\$11,441,433	\$419,266	\$23,925,776	\$35,786,475
Central Services		476,157		476,157
Adjustments		(51,785)		(51,785)
Totals	\$11,441,433	\$843,638	\$23,925,776	\$36,210,847

Rate Calculation

$$\frac{\text{Indirect } \$843,638}{\text{All Other } \$23,925,776} = 3.53\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- Aging and Disability Services -

Total actual Personal Services: \$1,872,277

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$728,564

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
Employee Services Spec/Senior	9748	\$8,489	\$3,279	\$11,767	
Info Systems Supervisor	9652	15,818	\$6,120	\$21,938	
Aging Services Program Manager	9611	47,025	\$18,287	\$65,312	
Department Director	9610	3,365	\$1,311	\$4,677	
Administrative Services Officer	9607	13,514	\$5,246	\$18,760	
Program Development Spec/Sr.	9115	28,042	10,928	38,971	
Employee Services Specialist I	9080	6,207	2,404	8,612	
Administrative Analyst	9006	4,624	1,821	6,445	
Information Systems Specialist III	6192	15,147	5,901		21,049
Information Systems Analyst II	6189	23,100	8,961	32,062	
Information Systems Analyst/Sr	6187	7,483	2,914	10,397	
Network Analyst	6186	11,777	4,590	16,367	
Records Administration Asst	6116	12,021	4,663		16,684
Fiscal Specialist II	6030	19,864	7,723	27,587	
Fiscal Specialist I	6029	3,895	1,530		5,425
Fiscal Assistant/Sr	6027	5,288	2,040		7,328
Program Development Specialist	6021	62,707	24,407	87,114	
Administrative Secretary	6005	1,178	437		1,615
Office Assistant / Sr.	6002	3,663	1,457		5,120
Office Assistant II	6001	8,685	3,351		12,037
Total		\$301,894	\$117,372	\$350,008	\$69,258

COMPUTATION OF INDIRECT COST RATE**- Juvenile and Adult Community Justice -****Organizational Cost Categories**

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$1,880,713		\$1,880,713
All Other	\$4,428,253	319,513	\$54,587,769	59,335,535
Flow Through	7,871,027			7,871,027
Sub Total	\$12,299,279	\$2,200,226	\$54,587,769	\$69,087,275
Central Services		625,619		625,619
Adjustments		(55,097)		(55,097)
Totals	\$12,299,279	\$2,770,748	\$54,587,769	\$69,657,797

Rate Calculation

$$\frac{\text{Indirect } \$2,770,748}{\text{All Other } \$54,587,769} = 5.08\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- Juvenile and Adult Community Justice-

Total actual Personal Services: \$2,812,172

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$3,317,606

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
Comm Corrections Prog Admin	9772	\$82,003	\$96,874	\$178,877	
Information Systems Manager	9653	\$96,435	113,794	210,229	
Deputy Director	9619	225,214	265,740	490,954	
Fiscal Specialist/Sr	9340	71,220	83,935	155,156	
Program Development Spec/Sr	9115	167,507	197,729	365,237	
Administrative Analyst	9006	61,955	72,987	134,943	
Administrative Analyst/Sr	9005	71,742	84,599	156,341	
Fiscal Specialist II	6030	33,263	39,148	72,410	
Fiscal Specialist I	6029	94,259	111,140		\$205,399
Program Development Specialist	6021	53,533	63,035	116,567	
Administrative Secretary	6005	52,407	61,707		114,115
Total		\$1,009,537	\$1,190,689	\$1,880,713	\$319,513

COMPUTATION OF INDIRECT COST RATE

- Health Services -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect*	All Other	Total
Administration & Planning		\$0		\$0
All Other	\$34,248,717	0	\$71,786,612	106,035,330
Flow Through	8,887,101			8,887,101
Sub Total	\$43,135,818	\$0	\$71,786,612	\$114,922,431
Central Services		1,314,197		1,314,197
Adjustments		(62,210)		(62,210)
Totals	\$43,135,818	\$1,251,987	\$71,786,612	\$116,174,418

Rate Calculation

$$\frac{\text{Indirect } \$1,251,987}{\text{All Other } \$71,786,612} = 1.74\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

*Beginning in 2000/01, all Health Services department costs are charged directly.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- Health Services -*

Total actual Personal Services: \$0

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$0

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
Total		\$0	\$0	\$0	\$0

*Beginning in 2000/01, all Health Services department costs are charged directly.

COMPUTATION OF INDIRECT COST RATE

- District Attorney -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$375,123		\$375,123
All Other	\$966,741	84,597	\$16,699,053	17,750,391
Flow Through	393,339			393,339
Sub Total	\$1,360,080	\$459,720	\$16,699,053	\$18,518,853
Central Services		459,825		459,825
Adjustments		(2,753)		(2,753)
Totals	\$1,360,080	\$916,791	\$16,699,053	\$18,975,925

Rate Calculation

$$\frac{\text{Indirect } \$916,791}{\text{All Other } \$16,699,053} = 5.49\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- District Attorney -

Total actual Personal Services: \$1,731,854

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$1,291,606

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
<u>Administration</u>					
Staff Assistant	9400	\$91,523	\$68,257	\$159,780	
Fiscal Specialist I	6029	48,457	36,139		84,597
<u>Family Justice</u>					
Deputy Dist. Attorney/Chief	9450	123,350	91,994	215,343	
Total		\$263,330	\$196,390	\$375,123	\$84,597

COMPUTATION OF INDIRECT COST RATE**- Sheriff's Office -****Organizational Cost Categories**

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$3,845,851		\$3,845,851
All Other	\$7,081,481	2,355,981	\$78,570,739	88,008,202
Flow Through	818,706			818,706
Sub Total	\$7,900,187	\$6,201,832	\$78,570,739	\$92,672,758
Central Services		807,789		807,789
Adjustments		(5,731)		(5,731)
Totals	\$7,900,187	\$7,003,889	\$78,570,739	\$93,474,815

Rate Calculation

$$\frac{\text{Indirect } \$7,003,889}{\text{All Other } \$78,570,739} = 8.91\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

DETAIL OF DEPARTMENTAL INDIRECT

- Sheriff's Office -

Total actual Personal Services: \$5,788,532

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$4,922,105

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
<u>Executive Office</u>					
Executive Assistant	9460	146,180	124,300	270,480	
Chaplain	9007	61,998	52,718	114,716	
Legislative/Admin Secretary	9001	57,462	48,861	106,322	
Community Information Specialist	6013	31,958	27,175		59,133
<u>Support/Admin. Services</u>					
Employee Services Spec/Senior	9748	62,872	53,461	116,333	
MSCO Plan/Research Unit Admin	9719	91,197	77,547	168,744	
Fiscal Officer	9716	104,304	88,692	192,996	
MCSO Payroll Unit Admin	9712	78,268	66,553	144,821	
Auxiliary Services Admin	9673	83,944	71,380	155,324	
Information Systems Manager	9653	89,332	75,961	165,293	
Undersheriff	9626	69,770	59,327	129,097	
Chief Deputy	9625	68,281	58,061	126,342	
Administrative Services Officer	9607	80,918	68,806	149,724	
Program Development Spec/Sr.	9115	140,824	119,746	260,570	
Employee Services Specialist I	9080	61,754	52,511	114,265	
Administrative Analyst	9006	37,931	32,253	70,184	
Administrative Analyst / Senior	9005	68,200	57,992	126,191	
Info Systems Specialist II	6192	57,425	48,830		106,255
Info Systems Analyst II	6189	51,386	43,694	95,080	
Network Analyst II	6186	59,827	50,872	110,699	
Purchasing Specialist I	6112	48,013	40,826		88,839
Equipment/Property Technician	6107	191,110	162,505		353,615
Network Analyst III	6053	157,274	133,734	291,008	
Fiscal Specialist II	6030	60,596	51,526	112,123	
Fiscal Specialist I	6029	91,293	77,629		168,922
Program Coordinator	6022	58,061	49,370		107,431
Community Information Specialist	6013	49,073	41,728		90,801
Word Processing Operator	6004	36,915	31,389		68,304
Office Assistant/Senior	6002	29,509	25,092		54,602
Office Assistant II	6001	106,931	90,926		197,857
Corrections Officer	2029	68,194	57,986		126,180
Sergeant III LG	1158	91,369	77,693		169,062
Sergeant III	1131	72,864	61,958		134,821
Deputy Sheriff II	1122	79,768	67,828		147,596
Corrections Sergeant / 7% LG	1015	50,753	43,157		93,910
Corrections Sergeant / 7%	1009	50,582	43,011		93,593
<u>Program Services</u>					
Captain	9627	224,591	190,975	415,566	
Chief Deputy	9625	209,077	177,782	386,859	
Administrative Analyst	9006	12,491	10,621	23,112	
Administrative Secretary	6005	50,236	42,717		92,952
Corrections Sergeant / 7%	1009	32,243	27,417		59,660
Corrections Sergeant / 7%	1007	76,986	65,463		142,449
Total		\$3,351,762	\$2,850,070	\$3,845,851	\$2,355,981

COMPUTATION OF INDIRECT COST RATE

- Environmental Services -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$855,568		\$855,568
All Other	\$55,585,519	101,446	\$68,711,252	124,398,217
Flow Through	20,653,698			20,653,698
Sub Total	\$76,239,216	\$957,014	\$68,711,252	\$145,907,482
Central Services		1,987,191		1,987,191
Adjustments		(144,576)		(144,576)
Totals	\$76,239,216	\$2,799,629	\$68,711,252	\$147,750,097

Rate Calculation

$$\frac{\text{Indirect } \$2,799,629}{\text{All Other } \$68,711,252} = 4.07\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

DETAIL OF DEPARTMENTAL INDIRECT

- Environmental Services -

Total actual Personal Services: \$636,922

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$322,044

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
<u>Administration</u>					
Deputy Director - DES	9658	\$112,462	\$56,864	\$169,326	
Department Director	9610	132,503	66,997	199,500	
Management Assistant	9710	114,627	57,958	172,585	
Administrative Serv Officer	9607	97,144	49,118	146,262	
Employee Services Specialist I	9080	49,070	24,811	73,882	
Administrative Analyst	9006	62,442	31,572	94,014	
Temporary	8000	12,350	6,244		18,594
Admin Secretary	6005	47,264	23,898		71,162
Office Assistant II	6001	7,764	3,925		11,689
Total		\$635,625	\$321,388	\$855,568	\$101,446

2001-2002 Indirect Cost Rates

COMPUTATION OF INDIRECT COST RATE

- Other County -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$257,199		\$257,199
All Other	\$66,051,319	19,552	\$66,074,152	132,145,023
Flow Through	16,525,394			16,525,394
Sub Total	\$82,576,714	\$276,750	\$66,074,152	\$148,927,616
Central Services		1,426,434		1,426,434
Adjustments		(115,678)		(115,678)
Totals	\$82,576,714	\$1,587,506	\$66,074,152	\$150,238,371

Rate Calculation

$$\frac{\text{Indirect } \$1,587,506}{\text{All Other } \$66,074,152} = 2.40\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- Other County -

Total actual Personal Services: \$631,321

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$714,921

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
<u>DSS Admin</u>					
Department Director	9610	\$24,867	\$28,159	\$53,026	
Management Assistant	9710	14,949	16,929	31,878	
Staff Assistant	9400	66,357	75,144	141,501	
Legislative/Admin Secretary	9001	4,887	5,535	10,422	
Info Systems Analyst Sr	6187	9,553	10,818	\$20,372	
Admin Secretary	6005	9,169	10,383		19,552
Total		\$129,782	\$146,968	\$257,199	\$19,552

COMPUTATION OF INDIRECT COST RATE

- Library Services -

Organizational Cost Categories

Organizational Units	Not Allowable	Indirect	All Other	Total
Administration & Planning		\$214,093		\$214,093
All Other	\$18,531,757	52,125	\$33,154,746	51,738,628
Flow Through	530,179			530,179
Sub Total	\$19,061,936	\$266,218	\$33,154,746	\$52,482,900
Central Services		1,150,664		1,150,664
Adjustments		(3,711)		(3,711)
Totals	\$19,061,936	\$1,413,171	\$33,154,746	\$53,629,853

Rate Calculation

$$\frac{\text{Indirect } \$1,413,171}{\text{All Other } \$33,154,746} = 4.26\%$$

Adjustments Reflect Costs Attributable to "Pass Through" Monies.

2001-2002 Indirect Cost Rates

DETAIL OF DEPARTMENTAL INDIRECT

- Library Services -

Total actual Personal Services: \$1,245,296

Total actual M&S exclusive of lines
6050, 6060, 7100, 7250, 7550 & 7608 \$660,553

Position Description	Posi- tion Number	Personal Services	Materials & Services	Admin & Planning	All Other
<u>Director's Office</u>					
Library Director	9779	\$46,481	\$24,655	\$71,136	
Deputy Director/Library	9775	39,638	21,026	60,664	
<u>Admin/Support</u>					
Library Support Svcs/Admin	9786	31,282	16,593	47,875	
Purchasing Specialist II	6111	22,489	11,929	34,418	
Fiscal Specialist I	6029	18,194	9,651		27,845
Office Asst/Sr	6002	15,865	8,415		24,280
Total		\$173,949	\$92,269	\$214,093	\$52,125



MULTNOMAH COUNTY OREGON

**CONSOLIDATED COUNTYWIDE
COST ALLOCATION PLAN**



MULTNOMAH COUNTY OREGON

2001-2002 Cost Allocation Plan

CENTRAL SERVICE ALLOCATIONS

- Summary -

Central Service	Community & Family Svcs	Aging & Dsbl Svcs	Juv & Adult Comm Justice	Health Services	District Attorney	Sheriff's Office	Environmental Services	Other County	Library	Total
Affirmative Action	\$25,639	\$21,966	\$34,532	\$31,721	\$12,323	\$59,048	\$24,244	\$16,363	\$27,383	\$253,218
Auditor	73,377	76,312	35,337	30,316	4,403	22,438	83,612	32,093	9,655	367,543
Budget & Quality Svcs	175,324	264,969	186,615	5,410	45,042	72,784	62,761	85,522	25,654	924,081
County Attorney	(42,179)	(16,445)	(5,165)	(23,080)		(14,536)	(191,668)	(37,620)	(11,207)	(341,900)
Human Resources	79,884	66,293	93,029	37,776	34,250	183,024	52,147	50,161	74,080	670,645
Equipment Use	1,706	1,234	155,671	15,282	19,748	156,541	98,552	476,133	305,207	1,230,074
Finance	267,361	212,896	387,226	948,987	306,951	425,681	1,708,564	248,598	763,936	5,270,201
Labor Relations	46,737	40,403	65,396	68,082	23,160	107,798	48,123	29,967	51,804	481,470
Purchasing	74,542	(748)	70,898	551,007	14,262	120,920	427,566	666,720	114,348	2,039,514
Records	58,605	16,475	25,232	119,338	103,209	51,306	12,055	48,373	884	435,477
Section 2										
Over/Under Charges	(181,549)	(207,199)	(423,151)	(470,642)	(103,522)	(377,215)	(338,763)	(189,878)	(211,081)	(2,503,000)
Total Allocation	\$579,447	\$476,157	\$625,619	\$1,314,197	\$459,825	\$807,789	\$1,987,191	\$1,426,434	\$1,150,664	\$8,827,324

Multnomah County, Oregon

Description of Services

-Affirmative Action-

Affirmative Action assures that Multnomah County conforms to regulatory requirements for monitoring, reporting, planning and implementing programs and strategies that provide creative solutions to work force and service program diversity.

The Affirmative Action program helps assure compliance with various equal opportunity laws. The need for such services has increased due to new federal regulations, equal opportunity and ADA requirements contained in federal grant regulations, and ongoing interpretations of regulatory requirements.

AFFIRMATIVE ACTION

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$192,849		\$192,849
Material & Services	12,905		12,905
Capital Outlay			
Total Organization	\$205,754		\$205,754
LAN Administration	2,392		2,392
DSS Director	43,048		43,048
Organization/Adj. Total	\$251,194		\$251,194

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$251,194
 Basis of Allocation: # of Employees

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	417	8.65%	\$21,732
Aging & Disability Services	370	7.68%	19,283
Juv & Adult Community Justice	648	13.44%	33,770
Health Services	878	18.22%	45,757
District Attorney	225	4.67%	11,726
Sheriff's Office	966	20.04%	50,343
Environmental Services	533	11.06%	27,777
Other County	271	5.62%	14,123
Library	512	10.62%	26,683
Totals	4,820	100.00%	\$251,194

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$17,825	\$21,732	\$3,907	\$25,639
Aging & Disability Services	16,599	19,283	2,684	21,966
Juv & Adult Community Justice	33,009	33,770	761	34,532
Health Services	59,793	45,757	(14,036)	31,721
District Attorney	11,129	11,726	597	12,323
Sheriff's Office	41,638	50,343	8,705	59,048
Environmental Services	31,311	27,777	(3,534)	24,244
Other County	11,883	14,123	2,240	16,363
Library	25,983	26,683	700	27,383
Totals	\$249,170	\$251,194	\$2,024	\$253,218

Description of Services

- Auditor -

The Auditor conducts performance and fiscal audits in conformance with the US GAO Government Auditing Standards. The annual audit schedule is based upon a risk analysis of County services, with the majority of office resources focused on performance audits to increase efficiency, effectiveness, and accountability. Activities of the Auditor may include examination of expenditure reports for discrepancies or variances, reviews of internal controls, and testing transactions for compliance with state and federal regulations.

In keeping with the standards, the Auditor emphasizes a coordinated audit approach with the external auditors, and the state and federal agencies. County audits are complementary and never duplicate the audit efforts of the other organizations. The Auditor's efforts help insure that County financial and administrative policies are being followed throughout the organization, including federal programs and are, therefore, deemed allowable.

Normal costs of County government have been eliminated from the allocation.

The roll forward computation has been removed from the allocation formula because the nature of audit activities results in large yearly variations in these amounts.

AUDITOR

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$541,599	\$238,619	\$302,980
Material & Services	109,032	48,038	60,995
Capital Outlay			
Total Organization	\$650,631	\$286,657	\$363,975
LAN Administration	6,379	2,811	3,569
DSS Director			
Organization/Adj. Total	\$657,011	\$289,467	\$367,543

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$367,543
 Basis of Allocation: % of Total Hours

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	1,900	19.96%	\$73,377
Aging & Disability Services	1,976	20.76%	76,312
Juv & Adult Community Justice	915	9.61%	35,337
Health Services	785	8.25%	30,316
District Attorney	114	1.20%	4,403
Sheriff's Office	581	6.10%	22,438
Environmental Services	2,165	22.75%	83,612
Other County	831	8.73%	32,093
Library	250	2.63%	9,655
Totals	9,517	100.00%	\$367,543

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services		\$73,377		\$73,377
Aging & Disability Services		76,312		\$76,312
Juv & Adult Community Justice		35,337		\$35,337
Health Services		30,316		30,316
District Attorney		4,403		4,403
Sheriff's Office		22,438		22,438
Environmental Services		83,612		83,612
Other County		32,093		32,093
Library		9,655		9,655
Totals		\$367,543		\$367,543

Description of Services

-Budget and Quality Services-

The Budget and Quality Services Division is responsible for preparation of the County budget and the monitoring of that budget once adopted. Included among the division's activities is the review of the County programs to ensure compliance with local budget law.

Since all grant programs must comply with local budget law and the Budget and Quality Services Division provides services necessary for the successful cooperation of federal programs, the Budget and Quality Services allocation is deemed allowable. Allowable costs are allocated on the actual hours worked in each area.

Normal costs of County government have been eliminated from the allocation.

BUDGET & QUALITY SERVICES**ACTUAL EXPENDITURES**

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$707,088	\$274,612	\$432,476
Material & Services	238,554	\$63,239	175,315
Capital Outlay			
Total Organization	\$945,642	\$337,852	\$607,790
LAN Administration	14,353	5,574	8,779
DSS Director	43,048	16,719	26,329
Organization/Adj. Total	\$1,003,043	\$360,145	\$642,899

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$642,899
 Basis of Allocation: Personnel Costs

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	\$61,159	14.14%	\$107,015
Aging & Disability Services	\$109,417	25.30%	\$138,715
Juv & Adult Community Justice	\$84,607	19.56%	\$129,833
Health Services	\$18,977	4.39%	\$24,059
District Attorney	\$21,301	4.93%	\$27,005
Sheriff's Office	\$18,977	4.39%	\$66,629
Environmental Services	\$40,773	9.43%	\$51,691
Other County	\$51,004	11.79%	\$64,661
Library	\$26,259	6.07%	\$33,291
Totals	\$432,476	100.00%	\$642,899

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$38,706	\$107,015	\$68,309	\$175,324
Aging & Disability Services	12,462	138,715	126,253	264,969
Juv & Adult Community Justice	73,050	129,833	56,783	186,615
Health Services	42,708	24,059	(18,649)	5,410
District Attorney	8,968	27,005	18,037	45,042
Sheriff's Office	60,474	66,629	6,155	72,784
Environmental Services	40,621	51,691	11,070	62,761
Other County	43,800	64,661	20,861	85,522
Library	40,927	33,291	(7,636)	25,654
Totals	\$361,716	\$642,899	\$281,183	\$924,081

Description of Services

-County Attorney-

The County Attorney provides legal services to the County in tort defense, litigation, legal consultation, and drafting appropriate answers to inquire from the public.

The services benefit grant programs in the areas of providing legal advice, drafting contracts, and providing legal counsel in litigation involving County activities during the course of administering grant programs and projects.

Normal costs of County government have been eliminated from the allocation.

During FY 1998-1999 the County Attorney was charged direct. Therefore there are no 1999-2000 indirect charges to departments. The roll forward continues to be in effect for two years after direct charging begins.

COUNTY ATTORNEY

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services			
Material & Services			
Capital Outlay			
Total Organization			
LAN Administration			
DSS Director			
Organization/Adj. Total			

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated:

Basis of Allocation:

Personnel Costs

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services			
Aging & Disability Services			
Juv & Adult Community Justice			
Health Services			
District Attorney			
Sheriff's Office			
Environmental Services			
Other County			
Library			
Totals			

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$42,179		(\$42,179)	(\$42,179)
Aging & Disability Services	16,445		(16,445)	(16,445)
Juv & Adult Community Justice	5,165		(5,165)	(5,165)
Health Services	23,080		(23,080)	(23,080)
District Attorney				
Sheriff's Office	14,536		(14,536)	(14,536)
Environmental Services	191,668		(191,668)	(191,668)
Other County	37,620		(37,620)	(37,620)
Library	11,207		(11,207)	(11,207)
Totals	\$341,900		(\$341,900)	(\$341,900)

Description of Services

-Human Resources-

The Human Resources Division is responsible for classification of County positions, overall County personnel policy administration, and maintenance of personnel records.

Human Resources utilizes various communication media to advertise for suitable candidates, in addition to directly contacting prospective candidates. Examinations are conducted, administered, and scored by Human Resources. Reliability and validation studies of tests are undertaken regularly.

Human Resources classifies all job positions in the County as to educational and experience requirements together with on-job performance duties and maintains personnel history records reflecting data pertaining to employees' work.

The variety of personnel services performed by Human Resources is judged allowable since they benefit all organizations of the County. They benefit federal programs to the extent that County employees are used. Accordingly, costs of Human Resources have been distributed to County organizations on the percentage of employees in each organization.

HUMAN RESOURCES

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$668,600		\$668,600
Material & Services	336,494		336,494
Capital Outlay			
Total Organization	\$1,005,094		\$1,005,094
LAN Administration	17,018		17,018
DSS Director	43,048		43,048
Organization/Adj. Total	\$1,065,160		\$1,065,160

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated:

\$1,065,160

Basis of Allocation:

Number of Employees

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	417	8.65%	\$92,152
Aging & Disability Services	370	7.68%	81,765
Juv & Adult Community Justice	648	13.44%	143,200
Health Services	878	18.22%	194,027
District Attorney	225	4.67%	49,722
Sheriff's Office	966	20.04%	213,474
Environmental Services	533	11.06%	117,786
Other County	271	5.62%	59,888
Library	512	10.62%	113,146
Totals	4,820	100.00%	\$1,065,160

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$104,420	\$92,152	(\$12,268)	\$79,884
Aging & Disability Services	97,238	81,765	(15,473)	66,293
Juv & Adult Community Justice	193,371	143,200	(50,171)	93,029
Health Services	350,278	194,027	(156,251)	37,776
District Attorney	65,194	49,722	(15,472)	34,250
Sheriff's Office	243,924	213,474	(30,450)	183,024
Environmental Services	183,426	117,786	(65,640)	52,147
Other County	69,614	59,888	(9,726)	50,161
Library	152,211	113,146	(39,065)	74,080
Totals	\$1,459,676	\$1,065,160	(\$394,516)	\$670,645

Description of Services

-Equipment Use-

Multnomah County has no depreciation schedule for equipment. As per FMC circular A-87, the County allocates 6.67% of each department's equipment as a use charge. The charges are based on purchase price of all equipment used, according to the County's asset records. Equipment purchased with grant funds is not included in the total cost of equipment.

EQUIPMENT USE**ACTUAL EXPENDITURES**

Expenditure Category	Total Cost	Not Allowable	Allowable
Community & Family Services	\$514,565	\$488,990	\$25,575
Aging & Disability Services	277,517	260,081	17,436
Juv & Adult Community Justice	1,919,585	478,386	1,441,199
Health Services	527,765	254,535	273,230
District Attorney	308,448	79,770	228,678
Sheriff's Office	2,832,919	184,065	2,648,854
Environmental Services	35,764,888	34,400,528	1,364,360
Other County	4,250,068	73,357	4,176,711
Library	6,917,062	1,416,182	5,500,880
Organization/Adj. Total	\$53,312,817	\$37,635,894	\$15,676,923

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$15,676,923
 Basis of Allocation: Allowable Use Charges

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	\$25,575	6.67%	\$1,706
Aging & Disability Services	\$17,436	6.67%	1,163
Juv & Adult Community Justice	\$1,441,199	6.67%	96,128
Health Services	\$273,230	6.67%	18,224
District Attorney	\$228,678	6.67%	15,253
Sheriff's Office	\$2,648,854	6.67%	176,679
Environmental Services	\$1,364,360	6.67%	91,003
Other County	\$4,176,711	6.67%	278,587
Library	5,500,880	6.67%	366,909
Totals	\$15,676,923		\$1,045,652

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$1,706	\$1,706		\$1,706
Aging & Disability Services	1,092	1,163	71	1,234
Juv & Adult Community Justice	36,585	96,128	59,543	155,671
Health Services	21,166	18,224	(2,942)	15,282
District Attorney	10,758	15,253	4,495	19,748
Sheriff's Office	196,817	176,679	(20,138)	156,541
Environmental Services	83,454	91,003	7,549	98,552
Other County	81,041	278,587	197,546	476,133
Library	428,611	366,909	(61,702)	305,207
Totals	\$861,230	\$1,045,652	\$184,422	\$1,230,074

Description of Services

-Finance-

The Finance Division is responsible for assuring that the County's financial activities are accurately reflected in the accounting records and that the County's cash is properly managed.

Activities of this organization include providing administrative support for federal grants, performing centralized payroll functions, and paying vendors. In addition, Accounting and Treasury perform banking services and manage County cash.

Accounting and Treasury services are deemed necessary for the successful conduct of federal programs and are, therefore, deemed allowable. Allowable costs were allocated on the basis of the number of voucher lines per organization.

The portion of Finance considered normal cost of County government has been eliminated from this allocation.

FINANCE

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$1,866,951	\$55,165	\$1,811,786
Material & Services	2,601,790	76,877	2,524,912
Capital Outlay			
Total Organization	\$4,468,740	\$132,042	\$4,336,698
LAN Administration	22,783	673	22,110
DSS Director	21,524	636	20,888
Organization/Adj. Total	\$4,513,047	\$133,351	\$4,379,696

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$4,379,696

Basis of Allocation: # of Voucher lines Processed

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	6,498	5.39%	\$236,065
Aging & Disability Services	4,618	3.83%	167,767
Juv & Adult Community Justice	8,746	7.25%	317,732
Health Services	21,838	18.11%	793,349
District Attorney	6,552	5.43%	238,027
Sheriff's Office	10,093	8.37%	366,667
Environmental Services	35,826	29.72%	1,301,517
Other County	9,774	8.11%	355,078
Library	16,612	13.78%	603,495
Totals	120,557	100.00%	\$4,379,696

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$204,769	\$236,065	\$31,296	\$267,361
Aging & Disability Services	122,637	167,767	45,130	212,896
Juv & Adult Community Justice	248,238	317,732	69,494	387,226
Health Services	637,712	793,349	155,637	948,987
District Attorney	169,102	238,027	68,925	306,951
Sheriff's Office	307,653	366,667	59,014	425,681
Environmental Services	894,470	1,301,517	407,047	1,708,564
Other County	461,558	355,078	(106,480)	248,598
Library	443,053	603,495	160,442	763,936
Totals	\$3,489,192	\$4,379,696	\$890,504	\$5,270,201

Description of Services

-Labor Relations-

The Labor Relations Division is responsible for negotiating and administering labor contracts, representing the County in civil service hearings and advising managers on disciplinary action.

Labor Relations directly benefits grants programs through its work with employees and managers within those programs. The basis of cost allocation is the number of total employees within each department.

LABOR RELATIONS

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$297,176		\$297,176
Material & Services	63,833		63,833
Capital Outlay	26,478	26,478	
Total Organization	\$387,487	\$26,478	\$361,009
LAN Administration	6,379		6,379
DSS Director	43,048		43,048
Organization/Adj. Total	\$436,914	\$26,478	\$410,436

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$410,436
 Basis of Allocation: Number of Employees

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	417	8.65%	\$35,509
Aging & Disability Services	370	7.68%	31,507
Juv & Adult Community Justice	648	13.44%	55,179
Health Services	878	18.22%	74,764
District Attorney	225	4.67%	19,159
Sheriff's Office	966	20.04%	82,258
Environmental Services	533	11.06%	45,386
Other County	271	5.62%	23,076
Library	512	10.62%	43,598
Totals	4,820	100.00%	\$410,436

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$24,280	\$35,509	\$11,229	\$46,737
Aging & Disability Services	22,610	31,507	8,897	40,403
Juv & Adult Community Justice	44,962	55,179	10,217	65,396
Health Services	81,446	74,764	(6,682)	68,082
District Attorney	15,159	19,159	4,000	23,160
Sheriff's Office	56,717	82,258	25,541	107,798
Environmental Services	42,650	45,386	2,736	48,123
Other County	16,186	23,076	6,890	29,967
Library	35,392	43,598	8,206	51,804
Totals	\$339,402	\$410,436	\$71,034	\$481,470

Description of Services

-Purchasing-

Purchasing provides central purchasing and supply services to all County organizations.

It procures all supplies, materials, equipment, labor, and contractual services for the performance of professional, technical, or expert service. In addition, Purchasing oversees the solicitation and processing of bids for services and products of a specialized nature needed by the County.

Purchasing directly benefits federal programs to the extent it procures supplies and services for use in those programs. Allowable costs are allocated on the basis of requisitions and purchase orders per organization.

PURCHASING

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$1,188,940		\$1,188,940
Material & Services	535,285		535,285
Capital Outlay			
Total Organization	\$1,724,225		\$1,724,225
LAN Administration			
DSS Director	21,524		21,524
Organization/Adj. Total	\$1,745,749		\$1,745,749

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated:

\$1,745,749

Basis of Allocation:

of Purchase Orders/Requisitions

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	302	4.78%	\$83,420
Aging & Disability Services	56	0.89%	15,469
Juv & Adult Community Justice	258	4.08%	71,266
Health Services	1,536	24.30%	424,283
District Attorney	84	1.33%	23,203
Sheriff's Office	366	5.79%	101,099
Environmental Services	1,660	26.27%	458,535
Other County	1,728	27.34%	477,319
Library	330	5.22%	91,155
Totals	6,320	100.00%	\$1,745,749

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$92,299	\$83,420	(\$8,879)	\$74,542
Aging & Disability Services	31,685	15,469	(16,216)	(748)
Juv & Adult Community Justice	71,635	71,266	(369)	70,898
Health Services	297,560	424,283	126,723	551,007
District Attorney	32,144	23,203	(8,941)	14,262
Sheriff's Office	81,278	101,099	19,821	120,920
Environmental Services	489,505	458,535	(30,970)	427,566
Other County	287,917	477,319	189,402	666,720
Library	67,961	91,155	23,194	114,348
Totals	\$1,451,984	\$1,745,749	\$293,765	\$2,039,514

Description of Services

-Records-

The Records Center is responsible for maintaining a library of County records, including storage, retention, and distribution of these records.

Activities of the Records Center include photocopying County records on microfilm, maintaining a film library of recorded documents, and coordinating County records in all organizations.

As County records pertaining to federal programs are maintained by the Records Center, services necessary to the successful conduct of federal programs are provided by via documentation and distribution of information. Allowable costs are allocated on the basis of the number of boxes stored and retrieved by each department.

RECORDS

ACTUAL EXPENDITURES

Expenditure Category	Total Cost	Not Allowable	Allowable
Personal Services	\$207,326	\$2,444	\$204,882
Material & Services	144,482	1,703	142,778
Capital Outlay			
Total Organization	\$351,808	\$4,148	\$347,660
LAN Administration			
DSS Director			
Organization/Adj. Total	\$351,808	\$4,148	\$347,660

ALLOCATION OF ALLOWABLE COSTS

Allowable Cost to be Allocated: \$347,660
 Basis of Allocation: Retrievals & Boxes In

County Organization	Basis of Allocation	Percent	Allocation
Community & Family Services	2,274	10.90%	\$37,881
Aging & Disability Services	619	2.97%	10,312
Juv & Adult Community Justice	2,021	9.68%	33,667
Health Services	6,646	31.84%	110,711
District Attorney	4,353	20.86%	72,514
Sheriff's Office	1,899	9.10%	31,634
Environmental Services	1,069	5.12%	17,808
Other County	1,952	9.35%	32,517
Library	37	0.18%	616
Totals	20,870	100.00%	\$347,660

CENTRAL SERVICE ROLL FORWARD COMPUTATION

County Organization	Actual 30-Jun-98	Actual 30-Jun-00	Adj. Roll Forward	Fixed 30-Jun-02
Community & Family Services	\$17,157	\$37,881	\$20,724	\$58,605
Aging & Disability Services	4,148	10,312	6,164	16,475
Juv & Adult Community Justice	42,101	33,667	(8,434)	25,232
Health Services	102,085	110,711	8,626	119,338
District Attorney	41,819	72,514	30,695	103,209
Sheriff's Office	11,962	31,634	19,672	51,306
Environmental Services	23,561	17,808	(5,753)	12,055
Other County	16,661	32,517	15,856	48,373
Library	349	616	267	884
Totals	\$259,843	\$347,660	\$87,817	\$435,477



MULTNOMAH COUNTY OREGON

APPENDIX



Region X
M/S. RX-04
2201 Sixth Avenue
Seattle, WA 98121

March 9, 1990

Ben Buisman
Financial Systems Manager
Department of General Services
Multnomah County
1430 Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

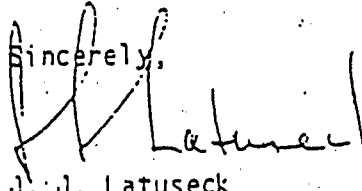
Dear Mr. Buisman:

As the cognizant Federal Agency, this is to inform you that pursuant to the Office of Management and Budget Circular A-87, Attachment A, Section J.5.a., current and future central services cost allocation plans and departmental/divisional indirect cost proposals will not have to be submitted for review by this office.

You are advised, however, that central services cost allocation plans and departmental/divisional indirect cost proposals must be prepared in accordance with the appropriate Federal cost principles and be available as of the time a claim is made against a Federal award. The documentation in support of the claim must be retained for a period of three years.

This policy will remain in effect until advised otherwise by this office or a newly designated cognizant Federal Agency.

We remain available to answer technical questions or otherwise provide information consistent with the functions of this office.
Thank you for your cooperation.

Sincerely,

J. J. Latuseck
Director
Division of Cost Allocation

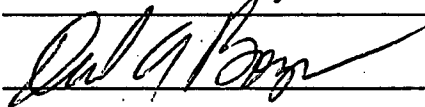
Enclosure

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal for the fiscal year ended June 30, 2000 to establish billing or final indirect cost rates for the fiscal year July 1, 2001 through June 30, 2002 are allowable in accordance with the requirements of the Federal award to which they apply and OMB Circular A-87, "Cost Principles for State and Local Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
2. All costs included in this proposal are properly allocable to the Federal awards on the basis of a beneficial or causal relationship between expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Government Unit:	Multnomah County
Signature:	
Name of Official:	David A. Boyer
Title:	Finance Director
Date of Execution:	December 29, 2000

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

1. All costs included in this proposal for the fiscal year ended June 30, 2000 to establish cost allocations or billings for the fiscal year July 1, 2001 through June 30, 2002 are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal award to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
2. All costs included in this proposal are properly allocable to the Federal awards on the basis of a beneficial or causal relationship between expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Government Unit: Multnomah County

Signature: 

Name of Official: David A. Boyer

Title: Finance Director

Date of Execution: December 29, 2000

MEETING DATE: August 2, 2001
AGENDA NO: C-4
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement/Revenue Agreement with Portland Public Schools for Integrated Services Projects at Jefferson, Marshall and Roosevelt High School. Agreement is for \$20,000.

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

REGULAR MEETING: DATE REQUESTED: _____ next available
AMOUNT OF TIME NEEDED: _____ consent

DEPARTMENT: Community and Family Services **DIVISION:** Director's Office

CONTACT: Lorenzo Poe **TELEPHONE #:** (503) 988-3691
BLDG/ROOM #: 166/7

PERSON(S) MAKING PRESENTATION: _____ n/a

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement/Revenue Agreement with Portland Public Schools for Integrated Services Projects.

08/03/01 originals to DANA JEAN MAGION

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

**Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us**

01 JUL 30 PM 12:02
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONER'S
OFFICE



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director

DATE: July 10, 2001

SUBJECT: FY2001/2002 Intergovernmental Revenue Agreement with Portland Public School District- Integrated Services Project

-
- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends approval of the attached intergovernmental revenue agreement with the with Portland Public School District for the period July 1, 2001 through June 30, 2002. This agreement is retroactive due to prolonged discussion about placement of High School Center Sites within the County.
- II. **Analysis:** The Department of Community and Family Services is contracting with Portland Public Schools for three High School Center sites, Jefferson, Marshall and Roosevelt High Schools. The goal of the High School Center is to develop a system of multi-agency integrated social services from a school-based site, staffed by a project coordinator. It is mutually agreed that the parties shall abide by the responsibilities and participate in the achievement of the Jefferson, Marshall and Roosevelt work-plan objectives. PPS provides \$20,000 to the County. Funds are used to pay for materials and services for the High School Centers at Portland Public Schools.
- III. **Financial Impact:** The revenue from this contract is \$20,000.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This partnership maintains school-based integrated service sites.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** The contract continues a partnership agreement among Multnomah County, Department of Community and Family Services (DCFS) and Portland Public Schools. This partnership maintains school-based integrated service sites.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 0210020

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>08-02-01</u> DEB BOGSTAD, BOARD CLERK</p>

Department: <u>Community and Family Services</u>	Division: <u>Director's Office</u>	Date: <u>June 26, 2001</u>
Originator: <u>Diana Hall</u>	Phone: <u>84222</u>	Bldg/Rm: <u>166/2</u>
Contact: <u>Dana Jean Maginn</u>	Phone: <u>22583</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **This revenue contract is for Integrated Services Projects located at Jefferson, Marshall and Roosevelt High Schools.**

RENEWAL <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>0110732</u>
RFP/BID	RFP/BID DATE
EXEMPTION	EXEMPTION EXPIRATION
#/DATE	DATE
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor Portland Public Schools Attn: Susan Johnson	Remittance Address
Address PO Box 3107	(If different)
Portland OR 97208-3107	
Phone 503-916-3213	Payment Schedule / Terms
Employer ID# or SS# 93-600830	<input type="checkbox"/> Lump Sum \$ <input type="checkbox"/> Due on Receipt
Effective Date July 1, 2001	<input type="checkbox"/> Monthly \$ <input type="checkbox"/> Net 30
Termination Date June 30, 2002	<input type="checkbox"/> Other \$ <u>Invoice</u> <input checked="" type="checkbox"/> Other
Original Contract Amount \$ 20,000	
Total Amt of Previous Amendments \$ 0	<input type="checkbox"/> Requirements \$
Amount of Amendment \$ 0	
Total Amount of Agreement \$ 20,000	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager <u>Lolung Boe mas</u>	DATE <u>7/10/01</u>
Purchasing Manager <u>Katie Lauff</u>	DATE <u>7/18/01</u>
County Counsel <u>Jeani Jung</u>	DATE <u>8-02-01</u>
County Chair	DATE
Sheriff	DATE
Contract Administration	DATE

Customer # 300054	CFDA # N/A	G/A Debra Crawford
FM Source: 27660	GL Account 50200	

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between PORTLAND PUBLIC SCHOOLS (DISTRICT) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is to provide support for High School Based Integrated Services Sites at Jefferson, Marshall and Roosevelt High Schools.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2001 to June 30, 2002.
2. **RESPONSIBILITIES OF DISTRICT:** The DISTRICT agrees to pay COUNTY \$20,000 within 30 days of receipt of invoice.
3. **RESPONSIBILITIES OF COUNTY:** The County agrees to provide and maintain staffing and project coordination for the High School Centers located at Jefferson, Marshall and Roosevelt High Schools. The revenue provided by DISTRICT maintains school-based integrated services and is used to pay for materials and services at high school sites within the district.
4. **COUNTY CONTACTS:** Effective July 1, 2001 the Integrated Services Projects are managed under the direction of the Schools Uniting Neighborhoods Initiative (SUN) Director, Kathy Turner. The grant accountant is Debra Crawford. Ms Turner can be reached at (503) 988-4786. If she is unavailable, Diana Hall, Program Development Specialist, can be reached at (503) 988-4222.

All fiscal reporting, including invoices must be sent to Debra Crawford, 421 SW Sixth Avenue, Suite 700, Portland, OR 97204. Ms Crawford can be reached at (503) 988-3691 x 27243.

5. **TERMINATION** This agreement may be terminated by either party upon 30 days written notice.
6. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless DISTRICT from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 DISTRICT shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of DISTRICT, its officers, employees and agents in the performance of this agreement.
7. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

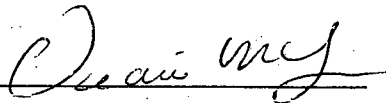
11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

12. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

MULTNOMAH COUNTY, OREGON

PORTLAND PUBLIC SCHOOLS

By



By

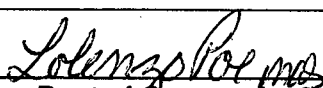
Diane M. Linn

Title


Multnomah County Chair

Title

BY

 7/10/01
Director, Dept of Community & Family Svcs Date

Reviewed:

 7/18/01
TOM SPENSER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 08.02.01
DEB BOGSTAD, BOARD CLERK

MEETING DATE: August 2, 2001
AGENDA NO: C-5
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the Multnomah Education Services District. The expenditure is \$72,034.

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

REGULAR MEETING: DATE REQUESTED: Next Available
AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: Community and Family Services **DIVISION:** Operations and Support Services

CONTACT: Lorenzo Poe **TELEPHONE #:** (503) 988-6295, ext. 28134
BLDG/ROOM #: 166/2

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of an Intergovernmental Expenditure Agreement with the Multnomah Education Services District.

08/03/01 originals to John Overman

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

**Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us**

BOARD OF
COUNTY COMMISSIONERS
01 JUL 30 PM 12:08
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

DATE: July 24, 2001

TO: Board of County Commissioners

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

SUBJECT: FY2001-2002 Intergovernmental Agreement Amendment between Multnomah Education Services District and Department of Community and Family Services

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioners approval of the Intergovernmental Agreement #4600002240 with Multnomah Education Services District, effective July 1, 2001 through September 30, 2001.
- II. **Background/Analysis:** The Department of Community and Family Services (DCFS) contracting with Multnomah Education Services District to purchase School-to-Work program activities as the result of a grant for Empowerment & Enterprise Communities from the Department of Labor/Employment and Training Administration.
- III. **Financial Impact:** Total funding for this agreement is \$72,034. .
- IV. **Legal Issues:** None.
- V. **Controversial Issues:** None.
- VI. **Link to Current County Policies:** The Urban/Rural Opportunities Grant-School to-Work activities relate to County Urgent Benchmark: Increase high school completion or an equivalent program.
- VII. **Citizen Participation:** The Portland/Multnomah Enterprise Community Commission is involved in reviewing these services.
- VIII. **Other Government Participation:** The Intergovernmental Agreement demonstrates cooperation and coordination in planning and implementation of School-to-Work activities for students who attend alternative schools in the Enterprise Community.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DIANE LINN • DISTRICT 1 COMMISSIONER
SERENA CRUZ • DISTRICT 2 COMMISSIONER
LISA NAITO • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Franna Hathaway, Administrator
Purchasing Section

FROM: Lorenzo Poe, Director *Lorenzo Poe mus*
Community and Family Services

DATE: October 20, 1999

SUBJECT: Request for Exemption for additional Rural/Urban Opportunities Grant
Award for Empowerment/Enterprise Communities providers: October 1,
1999 to June 30, 2000

Request for Exemption: The Department of Community and Family Services, Operations Division, is requesting the addition of nine providers to the current Exemption #99-154(copy attached), for the Enterprise Communities – Rural/Urban Opportunities Grant. If approved, this would add nine providers to the grant for the period October 1, 1999 to ~~June 30, 2000~~ *September 30, 2002*. The estimated funding amount would be \$156,000 split amount the providers, and includes:

Albina Youth Opportunity School
Youth Builders ✓
Oregon Outreach (AKA McCoy Academy)
Janus/Youth Employment Institute
Oregon Council for Hispanic Advancement (LISTOS)
Portland Opportunity Industrialization Center
Open Meadows
Portland Night High School (IG Agreement)
Multnomah Education Service District ✓

Basis for Exemption Extension: The basis for this exemption for the above providers is a mandate by the Oregon Department of Education (ODE). The ODE has selected these providers to effectively sustain the School-To-Work system, which has been established with federal School-To-Work funds. Funds for this program are supported by an Urban/Rural Opportunities grant to serve alternative students and schools within the Enterprise Community. A multi-year pathway based on School-To-Work principles will transition students in the alternative education environment to community college, professional-technical education or apprenticeships and/or entry-level jobs.

Background: Multnomah County Department of Community and Family Services, Operations Division, is the fiscal agent and program monitor for the existing Enterprise Community Program. The Urban/Rural Opportunities Grant funds target Empowerment Zones and Enterprise Communities. Current EZ/ECs were the only entities allowed to apply for grant funding. The Department of Community and Family Services agreed to submit an application for a Urban/Rural Opportunities Grant award, and if funded, pass through all but a small portion of the grant award amount to the Workforce Development Board and other providers as they applied and qualified for the funding.

Multnomah County Department of Community and Family Services will continue its program and fiscal monitoring responsibilities for the Urban/Rural Opportunities Grant program.

If you have any questions please contact Gerald E. Jelusich at 248.3692, extension 24692.



MULTNOMAH COUNTY OREGON

COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR
DIANE LINN
VACANT
LISA NAITO
SHARRON KELLEY

FINANCE DIVISION

DIRECTORS OFFICE
ACCOUNTS PAYABLE
GENERAL LEDGER
PAYROLL
TREASURY
LAN ADMINISTRATION

PORTLAND BUILDING
1120 SW FIFTH AVENUE, SUITE 1430
P.O. BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 248-3312
FAX (503) 248-3292

CENTRAL STORES
CONTRACTS
PURCHASING

FORD BUILDING
2505 S.E. 11TH 1ST FLOOR
PORTLAND, OR 97202
PHONE (503) 248-5111
FAX (503) 248-3252

MEMORANDUM

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: *J* Franna Hathaway, Manager
Purchasing Section

DATE: November 25, 1998

RE: EXEMPTION NUMBER #99-154
PROFESSIONAL SERVICES EXEMPTION REQUEST FOR
WORKFORCE DEVELOPMENT BOARD

In accordance with Administrative Procedure PUR-1, section XII, and based on the findings in the attached professional services exemption request dated November 2, 1998 from the Department of Community and Family Services, Purchasing recommends approval to contract with Workforce Development Board for a four year period ending September 30, 2002. The contract amount for the exemption period is \$2,160,000.

APPROVED:

Beverly Stein
Beverly Stein, County Chair

Date: 11/27/98

Attachments

c: *Regena Warren*

DENIED:

Beverly Stein, County Chair

Date: _____

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002240

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>08-02-01</u> DEB BOGSTAD, BOARD CLERK</p>

Department:	Community and Family Services	Division:	Community Programs and Partnerships	Date:	May 31, 2001
Originator:	Regena Warren	Phone:	28134	Bldg/Rm:	166/5
Contact:	John Overman	Phone:	26223	Bldg/Rm:	166/7

Description of Contract **This contract purchases School-to-Work services through the Alternative Pathways program.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S):	4600001736
RFP/BID:	RFP/BID DATE:	
EXEMPTION	FX99-0154	EXEMPTION EXPIRATION
#/DATE:	11/25/98	DATE:
CONTRACTOR IS:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	09/30/02

Contractor	Multnomah Education Service		
Address	PO Box 301039	Remittance Address	
	Portland, OR 97294-3039	(If different)	
Phone	503.255.1841	Payment Schedule / Terms	
Employer ID# or SS#	93-6000829	<input type="checkbox"/> Lump Sum \$	<input type="checkbox"/> Due on Receipt
Effective Date	July 1, 2001	<input checked="" type="checkbox"/> Monthly \$	Invoice
Termination Date	September 30, 2001	<input type="checkbox"/> Other \$	<input type="checkbox"/> Net 30
Original Contract Amount \$	72,034		<input type="checkbox"/> Other
Total Amt of Previous Amendments \$	0	<input type="checkbox"/> Requirements \$	
Amount of Amendment \$	0		
Total Amount of Agreement \$	72,034	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

REQUIRED SIGNATURES

Department Manager	<u>Lorenzo Poemas</u>	DATE	<u>7/10/01</u>
Purchasing Manager	<u>Ratia Gail</u>	DATE	<u>7/18/01</u>
County Counsel	<u>Chen Jing</u>	DATE	<u>8-2-01</u>
County Chair		DATE	
Sheriff		DATE	
Contract Administration		DATE	

SAP VENDOR CODE 25136						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Multnomah Education Service District, a body politically organized and existing under the laws of the State of Oregon, hereinafter called "CONTRACTOR", and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE This agreement provides funding of \$72,034 for School-to-Work activities funded through the federal Urban/Rural Opportunities Grant (UROG).

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2001 to September 30, 2001. This agreement may be renewed on an annual basis.
2. **RESPONSIBILITIES OF CONTRACTOR** Multnomah Education Service District agrees to the following:

A) Program Overview

Alternative Pathways is designed to strengthen School-to-Work efforts. The Alternative Schools participating in the Alternative Pathways project will transform their curriculum from a traditional GED focus to an integrated, contextualized curriculum that is organized and delivered around career pathways.

Students who participate in the Alternative Pathways project will be assisted as they make the transition from alternative education environments to community college, professional-technical education or apprenticeships and/or jobs that lead to high-wage, high-skill employment. They will take part in comprehensive and intense career awareness, career orientation, and structured work-based learning experiences. Their curriculum will be organized around the six CAM endorsement areas, or pathways.

Alternative Pathways will integrate the local partnership into the larger statewide system and connect its activities to statewide education, workforce development and economic development activities.

The Multnomah Education Service District will provide coordination, support, and leadership in the development of a comprehensive School-to-Work system.

B) Scope of Work: In Project Year 2000-2001, the CONTRACTOR shall:

- Provide administrative oversight and project coordination services for the eight participating Enterprise Community Alternative Schools.
- Articulate and facilitate the integration of Alternative Pathways project goals and objectives for participating Alternative Schools.
- Facilitate the coordination and development of School-to-Work Implementation Plans for each Alternative Pathways school. These plans will include a needs-assessment, corresponding goals, objectives, and timelines.
- Perform curriculum need assessment for each Alternative School and assist in the development and implementation of these plans. These plans will have an integrated contextualized curriculum that is organized and delivered around career pathways.

- Facilitate the coordination and implementation of improvement plans in the transition of Pathways students to college, professional-technical education or apprenticeships and/or jobs that lead to high-wage, high skill employment.
- Facilitate the coordination, development, and implementation of a system-wide employer connection plan. Develop a work plan for the Employer Liaison that describes the work that will occur with each Alternative School in support of connecting students with employment opportunities, internships, and work experiences. Coordinate efforts with worksystems, inc., Portland Public Schools, Portland Community College, business, and industry. Work to enhance these entities as partners in STW activities and employment of student participants.
- Work with Alternative Pathways partners in the development and delivery of professional development workshops and training.
- Facilitate and coordinate system-wide monthly meetings related to the successful implementation of Alternative Pathways' project i.e., steering committee, student advocate sub-committee, curriculum and employer involvement sub-committees.
- Represent Alternative Pathways at local, regional, and national conferences. Provide information dissemination as appropriate, and participate in the Regional Alternative Schools Consortium representing Alternative Pathways.
- Develop strategies for project sustainability after expenditure of UROG funds.
- Collaborate with all other partners in implementing specific aspects of the Alternative Pathways project as appropriate and beneficial (marketing this project to business, participating in developing and validating industry-based skill standards, developing contextualized classes).
- Oversee the Pathway project coordinator, the curriculum specialist, employer liaison, and clerical support staff.
- Manage and facilitate a year three system-wide evaluation and recommend improvements as necessary.
- Meet monthly with the County Liaison on Alternative Pathways project progress.
- Prepare quarterly and annual progress reports in accordance with COUNTY reporting requirements and Department of Labor timelines. The annual progress report detailing activities shall include, but not be limited to, the following:
 - Alternative Pathways Program introduction;
 - A discussion regarding the achievement of project goals, progress made towards those goals including successes and challenges;
 - Any barriers identified in the year and how the project can address those barriers in the future, particularly how it relates to building a system-wide School-to-Work program;
 - Student transition to Community College and other post-secondary options;
 - A discussion about the year's evaluation, and how the third year evaluation will tie to the second year's;
 - A discussion regarding strategies to address employer involvement;
 - A discussion about the partnership, including new partnerships that will be pursued or strengthened;
 - Lessons learned-best practices, and;

- Other pertinent information, which will provide a comprehensive overview of what it takes to build a comprehensive School-to-Work program.

C) Other Requirements

- CONTRACTOR shall provide written notice and obtain written County approval prior to implementing any substantive program changes and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.
- CONTRACTOR shall perform in accordance with the Department of Labor/Employment and Training Administration special clauses/conditions, statement of work, and proposal response.

D) Reporting Schedule

CONTRACTOR shall submit reports based upon the following schedule:

Report Period:
July 1, 2001 to September 30, 2001

Due Date:
October 20, 2001

3. **RESPONSIBILITIES OF County.** The County agrees to reimburse CONTRACTOR for providing County-funded services under the payment terms and conditions not to exceed the amounts specified in Attachment A, as applicable, and subject to program instructions, by reference made part of this contract.

4. PAYMENT TERMS AND REPORTS

All Contracts Payment Terms

- a. Chargeable Expenditures. CONTRACTOR may charge expenditures under this Contract only if they are:

- i. In payment for services performed under this Contract;
- ii. In payment of an obligation incurred during the Contract period;
- iii. Performed in conformance with all applicable state and federal regulations and statutes; and
- iv. Not in excess of maximum payable under this Contract.

b. Reporting Requirements.

- i. Reporting requirements specific to Cost Reimbursement; are described in Section 2 below.
- ii. If required, the Annual State DHS Carryover Report is due 30 days after receipt of the forms. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.
- iii. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports when due, may result in the withholding or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

- c. **Recovery of Funds.** Any COUNTY funds spent for purposes not authorized by this Contract shall be deducted from future payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after Contract expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract 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, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments become delinquent, and in case of litigation, to reasonable attorney's fees.
- d. **Refunds.** Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such repayments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures, or fees.
- e. **Protection Against Loss or Damages.** COUNTY shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in COUNTY'S sole opinion to protect COUNTY from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.
- f. **Request for Payment.** CONTRACTOR shall submit all final requests for payment or an estimate of the final requests for payments no later than July 20, 2002 or the next working day after July 20, 2002 to the Department of Community and Family Services (DCFS). DCFS will not process final requests or estimates for final request for payment documents not received within the specified time and the expense shall be the CONTRACTOR'S responsibility.
- g. **Start-Up Funding.** COUNTY may provide Start-Up funds for one time only expenses necessary to begin, expand or improve services. These expenses are distinct from routine operation expenses incurred in the course of providing ongoing services. Payment of Start-Up funds is subject to requirements specified in the funding award.
- h. **To receive Start-Up funds,** CONTRACTOR must submit to COUNTY a line-item budget showing proposed expenditures of funds. Upon approval of the line-item budget, COUNTY may advance up to 90 percent of Start-Up funds to the CONTRACTOR depending on funding source regulations. In no case will payment exceed start-up amount specified in Attachment A.
- i. **If awarded Start-Up funds,** CONTRACTOR shall submit an expenditure report that documents actual expenditure of all funds. The expenditure report must include copies of receipts supporting the expenditures. The remaining funds may be provided upon receipt and approval of final expenditure reports, with supporting receipts, and trust deed, if applicable. The final expenditure report is due to the COUNTY 60 days after services are initiated, but no later than the last day of the contract term.

Cost Reimbursement Payment Terms.

Cost reimbursement Contracts are paid monthly based on expenditure report or paid by monthly allotment based on CONTRACTOR'S annual budget. Cost Reimbursement Based on Expenditure Report Payment Terms:

- a. COUNTY will pay for cost reimbursement contracts when COUNTY receives required expenditure reports as detailed in program instructions in the Statement of Work. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY will process reimbursements within 10 working days of receipt of monthly expenditure report.
 - b. Monthly Expenditure Reports (Exhibit 6A) are due the 20th calendar day of the month following the month in which the expenditures were incurred. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service items (elements) within the agency accounting system and so reported on the required fiscal reports. CONTRACTOR shall maintain all above-referenced accounting documents within a local facility of the CONTRACTOR.
 - c. An Annual Budget (see example in exhibit 6C) is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. Contractor shall submit an Annual Budget only for those service items (elements) that are paid on a cost reimbursement basis.
 - d. COUNTY will pay expenses on the following terms and conditions: N/A
- 5. TERMINATION** This agreement may be terminated by either party upon 30 days written notice.
- 6. INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Multnomah Education Service District from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Multnomah Education Service District shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Multnomah Education Service District, its officers, employees and agents in the performance of this agreement.
- 7. INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 8. ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

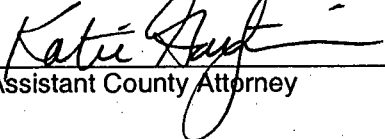
MULTNOMAH COUNTY, OREGON

By  7/10/01
 Director, Department of Community and Family Services Date

By  8.2.01
 Diane M. Linn, County Chair Date

REVIEWED:

THOMAS SPONSLER, County Attorney
 for MULTNOMAH COUNTY, OREGON

By  7/18/01
 Assistant County Attorney Date

MULTNOMAH EDUCATION SERVICE DISTRICT

By _____
 Signature Date

 Name (Please Print)

 Title

Approved As To Form:

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 08.02.01
 DEB BOGSTAD, BOARD CLERK

Multnomah County Department of Community & Family Services
Service Contract No. 4600002240
EXHIBIT 6A - Monthly Expenditure Report

For Period from ____/____/____ to ____/____/____

Page ____ of ____

Subcontractor: _____ Address: _____

Address: _____

Activity Code #: _____ Activity Code #: _____ Activity Code #: _____

Activity Code #: _____

Activity Code #: _____

	CURRENT PERIOD	YEAR TO DATE	CURRENT PERIOD	YEAR TO DATE	CURRENT PERIOD	YEAR TO DATE
EXPENDITURES						
PERSONNEL						
Salaries & Wages						
Taxes & Benefits						
SUBTOTAL PERSONNEL						
SERVICES & SUPPLIES						
Communications						
Professional Services						
Depreciation						
Education & Training						
Equipment Rental						
Indirect Expenses						
Insurance						
Occupancy						
Office Supplies						
Postage						
Printing						
Other (List) _____						

SUBTOTAL SER/SUPPLIES						
TOTAL EXPENDITURES						

DD Residential Providers: Vacancy Contingency Fund Balance _____

I certify that I am the Official Disbursing Officer of _____ for which this

statement of expenditures for the period from ____/____/____ to ____/____/____ is made herein to the best of my knowledge. I understand that all expenditures reported are subject to audit by the Department of Community & Family Services and its agents.

AGENCY SIGNATURE: _____ Date: ____/____/____ CONTACT PERSON: _____

TITLE: _____ PHONE: _____

TITLE: _____ PHONE: _____

OFFICE USE ONLY DCFS Program Office Approval: _____ Date: ____/____/____

OFFICE USE ONLY DCFS Program Office Approval: _____ Date: ____/____/____

DATE RECEIVED	ACTIVITY	ACTIVITY	ACTIVITY
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DATE RECEIVED	ACTIVITY	ACTIVITY	ACTIVITY
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DATE RECEIVED	ACTIVITY	ACTIVITY	ACTIVITY
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DATE RECEIVED	ACTIVITY	ACTIVITY	ACTIVITY
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BY DCFS FISCAL:	<u> </u> Allotment for	<u> </u> Allotment for	<u> </u> Allotment for
-----------------	--	--	--

BY DCFS FISCAL:	Allotment for Month of	Allotment for Month of	Allotment for Month of
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BY DCFS FISCAL:	Allotment for Month of	Allotment for Month of	Allotment for Month of
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BY DCFS FISCAL:	Allotment for Month of	Allotment for Month of	Allotment for Month of
-----------------	---------------------------	---------------------------	---------------------------

Adjustments: Adjustments: Adjustments:

Adjustments: Adjustments: Adjustments:

Adjustments: Adjustments: Adjustments:

DATE PMT PROCESSED				
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BY DCFS FISCAL: _____

TOTAL PAYMENT:	
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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PV #:	NET PMT:	NET PMT:	NET PMT:
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PV #:	NET PMT:	NET PMT:	NET PMT:
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PV #:	NET PMT:	NET PMT:	NET PMT:
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PV #:	NET PMT:	NET PMT:	NET PMT:
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IGA Contract

Vendor Address

MULTNOMAH EDUCATION SERVICE
DISTRICT
PO Box 301039
PORTLAND OR 97294-9039

Information

Contract Number 4600002240
Date 05/31/2001
Vendor No. 25136
Contact/Phone CFS Op & Supp. Svc /

Validity Period: 07/01/2001 - 09/30/2001
Minority Indicator: Not Identified

Estimated Target Value: 72,034.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p><i>Program Contact: Regena Warren 503.988.3999 x28134</i> <i>FY 00/01 Contract #4600001736</i></p> <p>H27560012 School-to-Work Admin (USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: FX99-0154 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 07/01/01 through 09/30/01</i></p>	72,034	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111
Fax: (503) 988-3252

ATTACHMENT A

Page 1 of 1

Release Order

Vendor Address

MULTNOMAH EDUCATION SERVICE
DISTRICT
PO Box 301039
PORTLAND OR 97294-9039

Information

Release Order 4500014586
Date 05/31/2001
Vendor No. 25136
Buyer/Phone CFS Op & Supp. Svc /
Validity End Date 09/30/2001
Incoterms FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<i>Program Contact: Regena Warren 503.988.3999 x28134</i> <i>FY 00/01 Contract #4600001736</i> H27560012 School-to-Work Admin (USD) Tracking Number: FX99-0154 WBS: BS OSS ECC URB Release order against contract 4600002240 Item 00001 <i>Per Invoice/Cost Reimbursement</i> <i>Validity Period: 07/01/01 through 09/30/01</i>	72,034	USD	\$ 1.0000	\$ 72,034.00
				Total	<hr/> \$ 72,034.00 <hr/>

MEETING DATE: August 2, 2001
AGENDA NO: C-6
ESTIMATED START TIME: 9:30am
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Portland Public Schools EI/ECSE Program to purchase Early Intervention/Early Childhood Special Education services for people with developmental disabilities.

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

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: Community and Family Services DIVISION: Developmental Disabilities Services Div.

CONTACT: Rex Surface TELEPHONE #: (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Agreement with Portland Public Schools EI/ECSE Program to purchase Early Intervention/Early Childhood Special Education services for people with developmental disabilities.

08/03/01 originals to Tom Oetters

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

BOARD OF
COUNTY COMMISSIONERS
01 JUL 30 PM 12:09
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

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

DATE: July 3, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with Portland Public Schools EI/ECSE Program

- I. **Recommendation/Retroactive Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Intergovernmental Agreement with Portland Public Schools EI/ECSE Program to purchase Early Intervention/Early Childhood Special Education services for people with developmental disabilities for the period July 1, 2001 through June 30, 2002. This agreement is retroactive due to time incurred in the negotiation process.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider to purchase Early Intervention/Early Childhood Special Education services for people with developmental disabilities.
- III. **Financial Impact:** Funds for this contract are in the Department budget. These services are purchased on a requirements basis at a funding level of \$369,658. Funding for these services is via State Mental Health Grant.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Contract #: 4600002335

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>06-02-01</u> DEB BOGSTAD, BOARD CLERK</p>

Department: Community and Family Services Division: Developmental Disabilities Date: July 3, 2001
 Originator: Rex Surface Phone: 26353 Bldg/Rm: 166/4
 Contact: Tom Ochirero Phone: 29832 Bldg/Rm: 166/7

Description of Contract **Agreement to purchase Early Intervention/Early Childhood services for people with developmental disabilities.**

RENEWAL: ☒ PREVIOUS CONTRACT #(S): 4600000826
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION IGA EXEMPTION EXPIRATION _____ ORS/AR # _____
 #/DATE: _____ DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor Portland Public Schools EI/ECSE Program		Remittance Address _____	
Address 531 SE 14th Ave.		(If different) _____	
Portland, OR 97214			
Phone 503.916.5840	Payment Schedule / Terms		
Employer ID# or SS# 93-6000830	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date July 1, 2001	<input type="checkbox"/> Monthly \$ <u>Invoice</u>	<input checked="" type="checkbox"/> Net 30	
Termination Date June 30, 2002	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	
Original Contract Amount \$ 0			
Total Amt of Previous Amendments \$ 0	<input checked="" type="checkbox"/> Requirements \$ 369,658		
Amount of Amendment \$ 0			
Total Amount of Agreement \$ 0	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		

REQUIRED SIGNATURES

Department Manager Lorenzo Poemas DATE 7/10/01
 Purchasing Manager _____ DATE _____
 County Counsel Lakeisha DATE 7/18/01
 County Chair Cheryl DATE 8-2-01
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____

SAP VENDOR CODE 12082						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Portland Public Schools EI/ECSE Program (CONTRACTOR), and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is for County to contract with Portland Public Schools EI/ECSE Program to provide Early Intervention/Early Childhood Special Education services to people with developmental disabilities.

The parties agree as follows:

- 1. TERM** The term of this Agreement shall be from July 1, 2001 to June 30, 2002. This Agreement may be renewed N/A.
- 2. RESPONSIBILITIES OF CONTRACTOR.** CONTRACTOR agrees to provide Early Intervention/Early Childhood services to people with developmental disabilities in accordance with County and State service requirements as specified in Attachment A and as described in Attachment F, DDSD Special Conditions included with and incorporated by reference into this Agreement.
- 3. RESPONSIBILITIES OF COUNTY.** The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$369,658 for Early Intervention/Early Childhood Special Education services provided to people with developmental disabilities as outlined below in **12. Additional Terms and Conditions**.
- 4. TERMINATION** This Agreement may be terminated by either party upon 30 days written notice.
- 5. INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this Agreement.
- 6. INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 7. ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
- 8. NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 9. ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

a. Payment Terms and Reports: All Contracts

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract 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, 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th, if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

d) Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the

withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, 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 CONTRACTOR.

b. Payment Terms and Reports: Cost Reimbursement

An Annual Budget (see example in exhibit 6C) is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY's receipt of executed contract amendments if cumulative year-to-date dollar changes for that service element exceed 25%. Contractor shall submit an Annual Budget only for those service elements that are paid on a cost reimbursement basis.

1) Cost Reimbursement contracts may be paid on a reimbursement basis or in equal monthly allotments of annual contract amounts paid in advance based on annual budget submitted and adjusted periodically to reflect:

- a) Increases or decreases in annual contract amounts;
- b) Amounts of client services contributions, if applicable;
- c) Under-expenditures of reimbursement-based contract amounts.

2) Payment of reimbursed costs is triggered by receipt by COUNTY of required fiscal reports, (see sample in Exhibit 6A). CONTRACTOR shall have sole responsibility 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 calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within 10 working days of receipt of billing.

3) Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. If required, the Annual State DHS Carryover Report is due 30 days after receipt of the forms. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

4) 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 Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR.

c. Services

See Attachment A.


d. DDSD Special Conditions

See Attachment F.

e. **Exhibit 6A**
See attached.

f. **Exhibit 6C**
See attached.

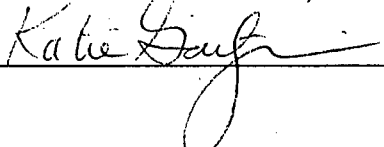
MULTNOMAH COUNTY, OREGON

By  7/10/01
Director, Department of Community and Family Services Date

By  8-2-01
Diane M. Linn, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Attorney
for MULTNOMAH COUNTY, OREGON

 7/15/01
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-6 DATE 0802.01
DEB BOGSTAD, BOARD CLERK

PORTLAND PUBLIC SCHOOLS EI/ECSE
PROGRAM

By _____
Signature Date

Name (Please Print)

Title

Approved As To Form:



IGA Contract

ATTACHMENT A

Vendor Address

PORTLAND PUBLIC SCHOOL
EI/ECSE PROGRAM
531 SE 14TH AVENUE
PORTLAND OR 97214

Information

Contract Number 4600002335
Date 07/01/2001
Vendor No. 12082
Contact/Phone CFS DD Services /

Validity Period: 07/01/2001 - 06/30/2002
Minority Indicator: Not Identified

Estimated Target Value: 369,658.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p><i>Previous contract no. 4600000826</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H27560014 Early Intervention - Dev Disabled (USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Development Disabilities Early Intervention Early Childhood Special Education</i> <i>Per Invoice/Cost Reimbursement</i></p>	146,658	Dollars	\$ 1.0000
0002	<p>H27560014 Early Intervention - Dev Disabled (USD)</p> <p>Plant: F010 Community & Family Services Requirements Tracking Number: IGA <i>Development Disabilities Early Intervention Early Childhood Special Education</i> <i>Per Invoice/Cost Reimbursement</i></p>	223,000	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111
Fax: (503) 988-3252

Page 1 of 2

Release Order
ATTACHMENT A

Vendor Address

PORTLAND PUBLIC SCHOOL
EI/ECSE PROGRAM
531 SE 14TH AVENUE
PORTLAND OR 97214

Information

Release Order **4500015151**
Date 07/01/2001
Vendor No. 12082
Buyer/Phone CFS DD Services /
Validity End Date 06/30/2002
Incoterms FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
0001	<p><i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i></p> <p><i>Previous contract no. 4600000826</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i></p> <p>H27560014 Early Intervention - Dev Disabled (USD) Tracking Number: IGA</p> <p>WBS: DDSD YTH OCP Release order against contract 4600002335 Item 00001 <i>Developmental Disabilities Early Intervention Early Childhood Special Education</i> <i>Per Invoice/Cost Reimbursement</i></p>	146,658	USD	\$ 1.0000	\$ 146,658.00
0002	<p>H27560014 Early Intervention - Dev Disabled (USD) Tracking Number: IGA</p> <p>WBS: DDSD YTH 48</p>	223,000	USD	\$ 1.0000	\$ 223,000.00



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700

Page 2 of 2

Phone: (503) 988-5111

Fax: (503) 988-3252

Release Order

Vendor Address

PORTLAND PUBLIC SCHOOL
EI/ECSE PROGRAM
531 SE 14TH AVENUE
PORTLAND OR 97214

Information

Release Order	4500015151
Date	07/01/2001
Vendor No.	12082
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	Release order against contract 4600002335 Item 00002 <i>Development Disabilities Early Intervention Early Childhood Special Education</i> <i>Per Invoice/Cost Reimbursement</i>				
				Total	\$ 369,658.00

EXHIBIT 6A - Monthly Expenditure Report

Page ____ of ____

Address: _____

EXPENDITURES

NET PMT:

Multnomah County Department of Community & Family Services

Service Contract No. 4600002335

Exhibit 6C - Contractor Annual Budget

For FY July _____ through June _____

Subcontractor: _____

Activity Code: _____

Address: _____

Phone #: _____

Activity Code

Activity Code

Activity Code

REVENUE

This Contract

State

County General Fund

Local 2145

Title XIX

Other: _____

Other State Funds:

Federal Funds:

Client Fees

Third Party Payments

Contributions

United Way

Other: _____

TOTAL REVENUE

EXPENDITURES

Personnel

Salaries & Wages

Taxes & Benefits

Total Personnel

Services and Supplies

Communications

Professional Services

Depreciation

Education & Training

Equipment Rental

Indirect Expenses

Insurance

Occupancy

Office Supplies

Postage

Printing

Other: _____

Total Services & Supplies

TOTAL EXPENDITURES

TOTAL BUDGETED EXPENDITURES FOR ENTIRE ORGANIZATION:

\$ _____

Required for determination of Annual Audit Requirements

Authorized Organization Signature: _____

Date: _____

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1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES SERVICES DIVISION CONTRACTORS.....	4
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1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES CONTRACTORS
1.1 MULTNOMAH COUNTY REQUIREMENTS
1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR shall utilize the following procedure prior to any prospective service site relocation:

1. Written Notification of proposed change to PDS for approval;
2. ISP team approval;
3. Licensing/certification, if applicable;
4. ISP transfer meeting.

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 staff. 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:

Guidelines for Developmental Disabilities Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

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 guideline 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 Service Coordinator and agency-related issues to the Residential or Employment Program Development Specialist. Protective Services guidelines appear in part III (pg. 3 of 7).

Critical incidents should be reported by telephone to the Service Coordinator or back-up Service Coordinator/Family Consultant within one working day. Voice messages should not be left when reporting these incidents. 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 Service Coordinator)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care or psychiatric hospitalization;
2. Any major change in medical regimen due to a seizure disorder, mental illness/psychiatric disorder, a chronic affliction or the appearance of new symptoms (minor medication changes are not included);
3. Any 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 beyond notification guidelines in ISP, missing more than 2 days of work, reduction in work performance.
2. Move to another facility within the same provider agency for any period of time.

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3. Jail.
4. Hospitalization and/or Skilled Nursing Facility admission.

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee that is not already approved, including but not limited to physical and chemical restraint.
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 individual, others or property. For high risk behaviors, the ISP team will decide the reporting schedule.
 - b. New maladaptive behavior or 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;
5. Refusal of client or client's guardian or payee to pay room and board or service contribution.

E. Other

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

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

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for any period;
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

III. Protective Services

A. Contractor and contractor's employees and agents shall immediately report to an individual's Service Coordinator if there is reason to believe an individual needs protective services. If the individual's Service Coordinator is unavailable, reporting party shall contact the Back Up Service Coordinator/Family Consultant. Protective services are available to individuals who meet the following criteria:

Individuals who are 18 years of age or older, are provided services by the Multnomah County Developmental Disabilities Services Division, and are abused or threatened with abuse through the individual's or another's action or inaction. Abuse is defined in this section to include, but not be limited to any death caused by other than accidental or natural means, physical abuse including the use of excessive force, neglect, sexual abuse including harassment and exploitation (including any sexual contact between an employee of an agency and the adult served), verbal abuse, or the withholding of an individual's regular meal, personal property and/or financial exploitation, medication or aid to physical functioning.

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B. County Protective Services may include assistance with:

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. Recommendation for counseling for 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. (Neither staff of CONTRACTOR nor a Service Coordinator has authority to consent to medical procedures on behalf of an individual.)
6. Securing a guardian, civil commitment or other protective placement as needed.
7. Assisting the individual, through referral, to assure his/her receipt of rights and entitlement due the adult at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

1.1.2, III, C, 1 – Prior Written Approval

Notwithstanding CONTRACTOR'S obligation for immediate response to client health and safety concerns (as defined in 1.1.2, III, A), CONTRACTOR shall request and receive written authorization from the Protective Services Unit before conducting any internal investigation. Conduct requiring prior written approval includes, but is not limited to, interviewing/questioning alleged victim, interviewing/questioning alleged perpetrator, interviewing/questioning witnesses of alleged abuse or screening, purging or editing Incident Reports regarding incidents or allegations at issue.

CONTRACTOR will fully cooperate with and give priority to protective service investigations.

1.1.2, III, C, 2 - Monetary Fine Schedule

The DIVISION may fine CONTRACTOR for non compliance with Condition Number 1.1.2, III, C, 1 and/or take additional administrative action after investigation and/or review by DIVISION Protective Services staff. DIVISION Operations and Protective Services Manager may either provide a written notice for the first occurrence of prohibited conduct within a contract cycle (fiscal year) or may levy a \$500.00 fine. Second and subsequent occurrences of prohibited conduct within a contract cycle (fiscal year) will result in DIVISION Operations and Protective Services Manager levying a \$750.00 fine for each occurrence.

1.1.3 DISCRIMINATION OF THE BASIS OF HIV OR PRESUMED HIV STATUS

CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with developmental disabilities with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

1. Be given voluntarily, without pressure or coercion;
2. Be informed (i.e., the person receives and can understand sufficient information);
3. Include the name of the specific persons to whom the information shall be released and the specific purpose for disclosure.

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4. Include an expiration date.

1.1.4 PAYMENT DURING PERIODS OF ABSENCE

CONTRACTOR agrees to inform COUNTY in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon submission and approval of a Vacancy Plan, COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- 3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility (specific site) where he/she is enrolled, back to the date of the vacancy.

Plans must be submitted to the COUNTY Program Development Specialist within 3 working days of the vacancy.

1.1.5 TRANSITION PLANNING

In the event that one or more of CONTRACTOR'S service delivery sites are to be transferred to another provider, CONTRACTOR agrees to participate in the development of and adherence to the DIVISION Transition Plan. DIVISION reserves the right to withhold CONTRACTOR'S final payment of the service delivery site(s) pending implementation of the Transition Plan.

1.1.6 CULTURAL COMPETENCY PLAN

SEE ATTACHMENT G

1.1.7 CONTRACTOR STAFF/CONSUMER RELATIONSHIPS

SEE ATTACHMENT G

1.1.8 VARIANCE REQUESTS

CONTRACTOR will submit all variance requests to the appropriate County Program Development Specialist on the form provided and required by DHS.

2. DD45 NURSING HOME SERVICES

2.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

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2.2 PERFORMANCE REQUIREMENTS

CONTRACTOR will work with the assigned County Developmental Disabilities Services Division Service Coordinator to recruit and maintain a list of the individuals needed to provide the supports.

Upon receipt of a written notification by the COUNTY, CONTRACTOR shall issue a contract for services to the Provider. The authorization will list the name of the individual, service type, maximum dollar amount authorized and the time period for the service provided.

Monthly reports will be issued to the COUNTY that summarize the individual's name, amount authorized, type of service, provider, amount expended, service dates and balance per contract.

2.3 PAYMENT PROCEDURES

Monies for nursing home reform will be disbursed through equal monthly allotments adjusted to actual reported expenditures. Cumulative payments will not exceed total amount for each contract year. Final payment is based on actual expenditures as reported on the final Department of Community and Family Services Monthly Expenditure Report. Payment procedures and policy will follow General Conditions of this contract.

3. DD47 - SEMI-INDEPENDENT LIVING PROGRAMS

3.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Semi-Independent Living Programs (DD47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, aid recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

3.1.2 PERFORMANCE REQUIREMENTS

Providers of Semi-Independent Living Programs (DD47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.

All individuals receiving DD47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

3.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirement.

3.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

Total Department payment for all DD47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD47 Services as specified in the that line of the Financial Assistance Award.

Department will not pay for any units of DD47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

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If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD47 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD47 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award

3.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR shall forward copies of Self-Assessment Checklists and Plans of Improvement for certification by the State Department of Human Services to the Program Development Specialist 120 calendar days prior to expiration of certification.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days. Failure to do so may result in retroactive recovery of service dollars.

COUNTY reserves the right to reassign the service payment if a vacancy is not filled within 60 days. If the needs of the individual referred to a program vacancy cannot be met by that program, CONTRACTOR shall inform the COUNTY Residential Program Development Specialist in writing, stating the specific needs of the individual that cannot be met by that program. This notification should be given within ten days, but not more than 30 days after the receipt of the referral packet.

4. DD49 – SELF-DIRECTED SUPPORT SERVICES

4.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

4.1.1. SERVICE DESCRIPTION

Self-Directed Support Services (DD49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

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4.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD49 Services funded through this Agreement must expend DD49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD57), Start-Up, Part C of the Financial Assistance Award.

D. Project Evaluation: If requested by Department, Providers of DD49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

4.1.3 SPECIAL REPORTING REQUIREMENTS

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

4.1.4 PAYMENT PROCEDURES

A. Basis of Payment: Department payment for DD49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section 11.C. of this Service Description for DD49.
2. Total Department payment for all DD49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD49 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

5. DD50 - RESIDENTIAL FACILITIES

5.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Residential Facilities (DD50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

5.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.

B. All individuals receiving DD50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

D. Providers of DD50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.

E. Providers of DD50 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

5.1.3 SPECIAL REPORTING REQUIREMENTS

A. Definition of Service, Reporting of Absences Termination of Services

1. For purposes of this Agreement, an individual shall be considered to have received DD50 Services only when one of the following conditions is met:

a. The individual is residing at the Provider's facility; or

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- b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or
 - c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.
2. County must notify Department when an individual enrolled in DD50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.
3. An individual enrolled in CPMS in DD50 Services must be reported in CPMS as terminated from a Provider's DD50 Services when the individual is no longer receiving DD50 Services as defined in section 5.1.3 of this Service Description. The CPMS termination date must be listed as the last day the individual received DD50 Services as defined in section 5.1.3 of this Service Description.
- B. Residential Outcome Measures: Providers of DD50 Services funded through this Agreement must submit report that include data that measure individual and program outcomes, using forms and procedures designated by Department.
- C. Vacancy Reserve Fund: Providers of DD50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.
- D. Direct Care Staff Wages and Turnover: Providers of DD50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

5.1.4 PAYMENT PROCEDURES

- A. Basis of payment: Department payment for DD50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD50 Services delivered (as defined in 5.1.3 above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:
1. Total Department payment for all DD50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD50 Services as specified in that line of the Financial Assistance Award.
 2. If a unit of DD50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
 3. Department will reduce payment for DD50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.
 4. Department will not pay for any units of DD50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
 5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

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6. Department is not obligated to pay for any DD50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate by that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD50 Service capacity that is not utilized, as opposed to the normal DD50 Services payment methodology which provides only for payment for DD50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD50 Service capacity in order to ensure the availability of DD50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD50 Service capacity in service element DD57 (DD Special Projects, Start-Up).

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 RESIDENTIAL PROGRAMS

CONTRACTOR agrees to enter into written financial agreements with all individuals receiving services, their guardians or conservators. This agreement shall include:

Full disclosure of all financial obligations of the individual receiving services to the CONTRACTOR, including offset payments, a general statement of the financial services the CONTRACTOR will provide to the individual receiving services, and a statement of acceptance or rejection of these services by the individual receiving services.

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

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During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment. Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.
5. Vocational staff to be available to assist with day activities and supervision during periods of supervision during periods of unemployment.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. An individual or any member of the ISP team can request a meeting.

5.2.2 REPORTING REQUIREMENTS

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for licensing by State Department of Human Services.

TO: Operations Unit Senior Analyst

DEADLINE: 120 calendar days prior to expiration of State license.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation,
- b. on vacation,
- c. incarcerated,
- d. on convalescent leave in a SNF,
- e. in a psychiatric hospital, or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit

Failure to provide written notification may result in retroactive recovery of assigned service dollars.

5.2.3 PAYMENT PROCEDURES

Payment is based upon a daily rate for each eligible client actually served as documented through CPMS enrollment. Payments will be reduced by the amount of client resources received by the residential program in support of client services provided.

COUNTY will pay for vacancies for people who are eligible to remain CPMS enrolled as follows:

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition 1.1.5), COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
 - 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital;
- and

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3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit. In all cases, the COUNTY approved Vacancy Plan must include the person returning to the residential facility (specific site) from which they became absent.

In exceptional circumstances, CONTRACTOR may submit a DHS Residential Vacancy Payment Exception Request to the COUNTY. This request must be submitted to the COUNTY within three (3) working days of the termination of the COUNTY approved vacancy payment or termination of CPMS enrollment. This method of payment will be used when COUNTY approved CONTRACTOR Vacancy Plan includes holding a slot for an identified person who will be served in the near future or when CONTRACTOR Prudent Reserve Fund has been depleted. Vacancy payments at this level will follow standard Start Up Funding procedures as outlined in Special Contract Condition Number 19.

COUNTY may unilaterally recover funding for vacancies listed above if the person does not return to the residential facility (specific site) where he/she is enrolled.

COUNTY may periodically adjust funding to reflect the actual services delivered (non vacancy days) as reported in CPMS.

6. DD51-SUPPORTED LIVING PROGRAMS

6.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

6.1.1 SERVICE DESCRIPTION

Supported Living Services (DD51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

6.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.

B. All individuals receiving DD51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Providers of DD51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

6.1.3 SPECIAL REPORTING REQUIREMENTS

Direct Care Staff Wages and Turnover. Providers of DD51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

6.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Total Department payment for all DD51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD51 Services as specified in that line of the Financial Assistance Award.
2. Department will reduce payment for DD51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.

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3. Department will not pay for any units of DD51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. Department is not obligated to pay for any DD51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD51 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

6.2 MULTNOMAH COUNTY REQUIREMENTS
6.2.1 SERVICE DESCRIPTION

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

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1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment (minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);
4. Timelines for implementation of the unemployment plan.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. The individual or any member of the ISP team can request a meeting.

Vocational agencies 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, unless otherwise agreed upon by the ISP team.

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for certification by State Department of Human Services.

TO: Residential Program Development Specialist

DEADLINE: 120 calendar days prior to expiration of State certificate.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

6.2.2 REPORTING REQUIREMENTS

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition Number 1.1.5), COUNTY will pay:

- up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- up to 90 days for people who are on convalescent leave in a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility where he/she is enrolled.

CONTRACTOR agrees to identify the number of hours of direct service each person will receive per month and enter that information into the Individual Support Plan.

6.2.3 PERFORMANCE REQUIREMENTS

CONTRACTOR agrees to adhere to specific requirements outlined in Attachment A .

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CONTRACTOR agrees to assist individuals in maintaining Medicaid eligibility.

7. DD53 - EMPLOYMENT TRANSPORTATION

7.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

7.1.1 SERVICE DESCRIPTION

Transportation Services (DD53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

7.1.2 PERFORMANCE REQUIREMENTS

All individuals receiving DD53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD54), Residential Facilities (DD50) Services, Supported Living Services (DD51), and/or Non-Relative Foster Homes (DD58) Services.

7.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirements.

7.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial

Assistance Award, as such schedule may be amended from time to time, for DD53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

- 1.Total Department payment for all DD53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD53 Services as specified in the that line of the Financial Assistance Award.
- 2.Department will not pay for any units of DD53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 3.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 4.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD53 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

7.2 MULTNOMAH COUNTY REQUIREMENTS

7.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

7.2.1.1 SERVICES

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to individuals as ordered by COUNTY's Transportation Program Development Technician.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met by noon of the day prior to the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and will provide assistance to all passengers upon entering and leaving Tri-Met vehicles. Tri-Met drivers shall not leave individuals at unattended group homes, residence or work site. In such an event, driver shall transport the individual to an alternate site, after consulting residential or vocational agency representative. Tri-Met shall not provide rides for individuals who require ambulance service due to medical disabilities. The COUNTY shall be responsible for informing individuals of the scope of service to be rendered by Tri-Met under this agreement.

Guaranteed Ridership - Hours of guaranteed ridership shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.

Premium Service - Individualized transportation ordered by COUNTY utilizing cab services.

7.2.1.2 COMPENSATION

Payment will be made monthly for individual rides upon submission of required billing. Payment for premium service will be based on actual cab expense.

No-shows will be considered the equivalent of one ride; two late cancellations (rides canceled later than 5:00 p.m. the day preceding the scheduled ride) will be considered the equivalent of one ride.

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. Subtotal of cost for each rider;
- D. Summary of premium rides;
- E. Summary of no-shows and late cancellations.

Tri-Met shall assure sufficient matching funds to continue existing level of ridership.

7.2.1.3 SUBCONTRACTORS

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.

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7.3 TRANSPORTATION - NON-TRI-MET: SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

Modes of transportation may include vehicles maintained by CONTRACTOR (door-to-door or curb-to-curb, depending on individual needs), escorting individuals on public fixed route buses or escorting individuals on public door-to-door vehicles.

CONTRACTOR will assess all riders to determine capability for being independent in transport in preparation for annual ISP.

CONTRACTOR may collect \$15.00 per rider per month to offset cost of transportation.

CONTRACTOR will report *within 24 hours*, to COUNTY Employment Program Development Specialist, all traffic accidents, incidents, or tickets that occur when DD funded individuals are passengers.

7.3.1 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Employment Program Development Specialist, or their appointee, an itemized statement of services by the 5th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such statement. Statement shall include name, dates of service and rates. (Copy included as page 3 of 3.)

7.3.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 2000 and ordered by COUNTY Employment Program Development Specialist.

7.3.3 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

7.3.4 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed as stated in the agreement.

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SAMPLE INVOICE
DD53 – EMPLOYMENT TRANSPORTATION

VENDOR NAME	ADDRESS	PHONE NO.
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INVOICE FOR: _____ Month, _____ Yr INVOICE NO. _____

PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT

TOTAL AMOUNT DUE:

\$

Return this form no later than the 5th of the month to:

Employment PDS
Multnomah County Developmental Disabilities Services Division
421 SW Sixth Ave., Suite 400
Portland, OR 97204

Signature	Date	OFFICE USE ONLY:
VENDOR NO.	RELEASE ORDER NO.	RELEASE ORDER ITEM NO.
GOODS RECEIPT NO.	SIGNATURE	DATE

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8. DD54 - EMPLOYMENT AND ALTERNATIVE TO EMPLOYMENT SERVICES

8.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

8.1.2 PERFORMANCE REQUIREMENTS

Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

8.1.3 SPECIAL REPORTING REQUIREMENTS

Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:

a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1 300 through 309-041-1 370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or

b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or

c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or

d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or

e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance,

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while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2.County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3.An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's DD 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

8.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1.Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.

2.If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3.Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

4.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

5.Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

6.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

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Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 PERFORMANCE REQUIREMENTS

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

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. Forms with specified reporting period will be provided by COUNTY Employment Development Specialist.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

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8.2.2 CLOSURE

For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment 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 in-service 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 Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist 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 Portland 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.

8.2.3 INDIVIDUAL/SLOT MOVEMENT

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

Individual and his/her guardian express a desire to be served elsewhere;

B. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

8.2.4 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 employment or 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, including but not limited to:

Options to be provided during periods of unemployment;

Clear delineation of ISP team member roles;

Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

Timelines for implementation of the unemployment plan;

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Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

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 funding to another contractor. COUNTY reserves the right to retain funding during this 60 day period.

8.2.5 ALTERNATIVES TO EMPLOYMENT SERVICES

Alternatives to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and are conducted away from the individual's residence.

CONTRACTOR may expend DD54 funds to provide a minimum of 20 hours per week of alternative to employment services only if it is the individual's or ISP team's choice of alternatives and ISP Team approves the ATE plan provided by CONTRACTOR.

9. DD56 - RENT SUBSIDY

9.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Rent Subsidies (DD56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

- rent or mortgage costs;
- utility costs (including heat, electricity, basic cable television, water, sewer, sanitation services, and basic telephone costs);
- fire and liability insurance on the facility;
- maintenance and cleaning supplies/services;
- maintenance, repair or replacement of household appliances, furnishings or fixtures;
- capital expenditure on personal and/or real property needed for the facility;
- other similar costs approved in writing by Department.

A. All individuals receiving DD56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. Providers of DD56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable local housing authority, for the individuals to whom the Provider furnishes DD56 Services under this Agreement, and/or for the residential sites at which such individuals resides. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

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9.1.2 SPECIAL REPORTING REQUIREMENTS

A. Notification that other subsidies have been obtained: Providers of DD56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:

1. The names of individuals and/or facilities for which subsidies have been approved;
2. The sources and amounts of the subsidies itemized by individual and/or by facility;
3. The effective dates of the subsidies.

B. Application for new or renewed DD56 Services: The award for DD56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

9.1.3 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Department may reduce DD56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
2. Total Department payment for all DD56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD56 Services as specified in that line of the Financial Assistance Award.
3. Department will not pay for any units of DD56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD56 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

10. DD57 – DD SPECIAL PROJECTS

10.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

10.1.1 SERVICE DESCRIPTION

Developmental Disability Special Projects (DD57) are developmental disability services within the scope of ORS 430.630. DD57 Services are generally onetime-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

10.1.2 PERFORMANCE REQUIREMENTS

Providers of DD57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

- A. Services to be provided;
- B. The minimum number of individuals to be served, if applicable;
- C. Any tangible products to be produced and delivered to Department;
- D. Any other requirements the accomplishment of which is to be monitored in order to determine the County's minimum performance under this Agreement; and/or
- E. Any expenditure requirements or limitations.

10.1.3 SPECIAL REPORTING REQUIREMENTS

- A. Providers of DD57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.
- B. Expenditure reports: For each DD57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement,, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

Expenditure reports must be prepared: a) separately for each Special Project funded through this Agreement; and b) using forms and/or procedures designated by Department.

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10.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD57 Services in different ways, summarized as follows, and explained below:

Type of Award (Column 4 or Column 5 of Financial Assistance Award)	"Part" Code in Column One of Financial Assistance Award	Basis of Payment	Disbursement of Funds
Approved Service Funds	A	Delivery of services	Monthly allotments
Approved Service Funds	A	Reimbursement for actual expenditures	Monthly allotments
Approved Service Funds	C	Delivery of product	Invoice required
Approved Service Funds	C	Reimbursement for actual expenditures	Invoice required
Approved Start-Up	C	Reimbursement for actual expenditures	"Request for Payment of Start-Up Funds" required

A. DD57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.

b. Expenditure-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD57 Services under that line of the Financial Assistance Award during the period specified in that line and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award,, subject further to the conditions in section IV.C of this service description.

c. Product-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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- 2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD57 Services.
- 3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment Department payment for DD57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.

2. Disbursement: Department will disburse DD57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD57 Funds: In addition to the payment procedures specified separately above, for DD57 Approved Service Funds, and DD57 Approved Start-Up, the following payment procedures apply to all DD57 funds included in the Financial Assistance Award:

1. Basis of payment

a. Total payment for all DD57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD57 Services as specified in that line of the Financial Assistance Award.

b. Department is not obligated to pay for any DD57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.

11. DD58 NON-RELATIVE FOSTER HOMES

11.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

11.1.1 SERVICE DESCRIPTION

DD Non-Relative Foster Homes (DD58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

11.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. County must assist Department in licensing homes providing DD58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:

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1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.

2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.

3. Assistance to currently-licensed and potential new foster homes providing DD58 Services for individuals aged 18. and over, to meet statutory requirements for training and testing, by:

- a. Maintaining and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;
- b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

Department will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the homes and as required above.

C. County must provide DD48 Services (case management , including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD58 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

11.1.3 SPECIAL REPORTING REQUIREMENTS

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD58 Services funded by Department.

11.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set including but not limited to the state of the market for DD58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with III (G) in Special Reporting Requirement of this Agreement.

B. County shall not authorize, in aggregate, payments for DD58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

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D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.

F. Department is not obligated to pay for any DD58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

12. DD59 RELATIVE FOSTER HOMES

12.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

12.1.1 SERVICE DESCRIPTION

DD Relative Foster Homes (DD59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD59 Services Provider. DD59 Services include: 24 hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

12.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. An individual may receive DD59 Services funded by Department only if:

1. The individual was receiving DD59 Services funded by Department on June 30, 2001; or
2. County receives prior written approval from Department for the individual to receive DD59 Services funded by Department beginning on or after July 1, 2001.

C. County must provide DD48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD59 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

12.1.3 SPECIAL REPORTING REQUIREMENTS

A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD59 Services funded by Department:

1. Requests for contracts with new DD59 providers must be submitted at least 60 days prior to the first day of DD59 Services funded by Department;

2. Requests to renew contracts for existing DD59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and

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3. Requests to terminate contracts must be submitted no later than 30 days after termination of DD 59 Services funded by Department.

B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD59 Services funded by Department.

12.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.

B. County shall not authorize, in aggregate, payments for DD59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.

D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.

Department is not obligated to pay for any DD59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

13. SPECIAL RATE SERVICE RECIPIENTS

13.1 SERVICE DESCRIPTION

Special rate service recipients are non-Community Integration Project (CIP) individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and may be withdrawn in the event a change in CONTRACTOR occurs. Special rate service recipients will be designated by their CPMS number in the contract.

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13.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR agrees to adhere to the individualized service plans and rates for special rate service recipients.

14. SYSTEMWIDE BROKERAGE SERVICES

14.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

14.1.1 SERVICE DESCRIPTION

The brokerage of funds is an administrative support service for individuals with developmental disabilities, their families, and the community programs that serve them.

The following funding categories are brokered: Adults' and Children's Short Term Diversion - DD44; Nursing Home Project - DD45; Community Waitlist SILP - DD47; Mobility Support - DD53; Moving Assistance; County General Fund - CGF; Diversion Administration - DD57; Training Respite - DD57; and Residential Support - DD57.

14.2 PERFORMANCE REQUIREMENTS

14.2.1 GENERAL

Upon receipt of written authorization by the COUNTY staff designated to authorize for each funding category, CONTRACTOR shall generate and manage a service agreement with the provider. At a minimum, the service agreement shall identify funding category, service type, consumer name, maximum amount authorized, authorization termination date, and deadline for billing. Service agreements shall inform providers that they must bill for services within 30 days after authorization termination date or they will not be reimbursed, since all authorizations are void at that time. If services have not been completed by authorization termination date but are still needed, the provider must ask the COUNTY Developmental Disabilities Services Division Service Coordinator or Family Consultant to request a new authorization and must wait to obtain approval before providing services. Service agreements must specify that CONTRACTOR will not reimburse more than the authorized amount.

When an authorization expires, CONTRACTOR shall notify provider in writing that no additional services may be provided and that billing must occur within 30 days. A copy of this notification shall be sent to the COUNTY Developmental Disabilities Service Division Service Coordinator or Family Consultant.

CONTRACTOR shall assign, at a minimum, 1.0 full time equivalent staff (FTE) to provide brokerage services. CONTRACTOR shall be flexible in response to payment requests. CONTRACTOR staff shall be available during business hours to receive authorizations from the COUNTY. Checks typically need to be disbursed once per week, however, on rare occasions, a check may need to be made available within a few hours.

Consultant Evaluation Process - CONTRACTOR to inform Service Coordinators/Family Consultants when an authorized service has been provided and the subsequent need for an evaluation. CONTRACTOR to use accumulated evaluation data to provide COUNTY with reports reflective of consumer satisfaction by consultant and with assigned service elements.

This funding is authorized by the COUNTY Developmental Disabilities Services Division work units.

If a provider has not already been selected by the COUNTY Developmental Disabilities Services Division Family Consultant, CONTRACTOR shall match a provider from the provider pool with the particular service need. If CONTRACTOR selects the provider, CONTRACTOR will inform the COUNTY Family Consultant prior to finalizing the match.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor. This summary shall include: individual served, service type authorized, provider name, amount authorized, amount paid, service period (dates), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Children's Consultation fund, total authorized, total expenditures, total remaining uncommitted.

14.2.2 PAYMENT PROCEDURES

Basis of payment for all brokered services is reimbursement for actual expenditures. Funds will be disbursed through equal monthly allotments. Cumulative payments will not exceed total annual amount for each contract year. Monthly allotments will be adjusted to actual expenditures as reported on Department of Community and Family Services Monthly Expenditure Report forms. Expenditures

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will include payments made to providers and reasonable itemized administrative expenses. Payment procedures and reports will follow existing COUNTY Department of Community and Family Services Requirements as outlined in the General Conditions for this contract.

Contractor is allocated an administrative flat fee of \$3,377.00 per month (this amount includes brokering of Diversion, which is reimbursed at a set amount of \$6,003.48 for the entire period of this contract). Administrative fees for Diversion are paid from DD57. All other service element administrative fees are paid from that service element, as negotiated in the annual contract with COUNTY.

14.3 MOBILITY SUPPORT (DD53)

Funding which pays for mobility training of adult consumers to enable them to travel independently to and from their COUNTY Developmental Disabilities Services Division funded day program and emergency non-medical transportation. CONTRACTOR shall pay for mobility training for consumers as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. CONTRACTOR shall pay for emergency non-medical transportation as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. The COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant shall locate and select the provider.

CONTRACTOR shall assure that Mobility Trainers submit a final report to the consumer's COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant within thirty days of completion of the mobility training. This report shall describe the outcome of the training (including progress made, future recommendations, assessment of the consumer's ability to travel independently). Final payment will not be made until report is received or when authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid (with number of mobility training hours indicated), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorization. In addition, financial data shall be aggregated to provide: Total annual amount in the Mobility Support fund, total authorized, total expenditures, total remaining uncommitted.

14.4 COMMUNITY WAITLIST SILP (DD47)

Funding authorized to be paid for consultants to provide support services to adults in their own homes (i.e. counseling, budgeting, behavior intervention, etc.). CONTRACTOR shall make payment for Community Waitlist SILP services as allocated by the COUNTY Developmental Disabilities Services Division Service Allocation Team (SAT) and authorized by the COUNTY Developmental Disabilities Services Division Residential Program Developmental Specialist. COUNTY Developmental Disabilities Services Division Service Coordinator shall locate a provider and match the provider with the service need.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Support Services Supervisor and Residential Program Developmental Specialist by the 10th of the following month. This summary shall include: individual served, provider, amount authorized, service period (dates), amount paid, date paid, and amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to include: Total annual amount in the Community Waitlist SILP fund, total authorized, total expenditures, and total remaining uncommitted.

14.5 NURSING HOME SUPPORT (DD45)

14.5.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

14.5.2 PERFORMANCE REQUIREMENTS

Services to be Provided: DD45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be

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revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities much complete for all residents, may be used to identify or clarify additional service needs.

Eligibility for Services: All individuals receiving DD45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.

Minimum Hours of Service: Providers of DD45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD45 Services funded through this Agreement, unless one of the following applies:

A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD45 Services to community activities and events may be included in computing the hours of Service.

For the first month that an individual is enrolled in CPMS in a Provider's DD45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

Record keeping:

Providers of DD45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD45 funds.

14.5.3 SPECIAL REPORTING REQUIREMENTS

County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD45 Services funded through this Agreement dies or moves out of a Nursing Facility.

An individual enrolled in CPMS in DD45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD45 Services for more than 30 consecutive days.

14.5.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

Total Department payment for all DD45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD45 Services as specified in that line of the Financial Assistance Award.

Department will not pay for any units of DD45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

Department is not obligated to pay for any DD45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

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The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD45 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD45 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.6 SHORT-TERM DIVERSION (DD44)

14.6.1 SERVICE DESCRIPTION

Diversion Services (DD44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD44 Services include, but are not limited to:

professional consultation; assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

14.6.2 PERFORMANCE REQUIREMENTS

Providers of DD44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.

All individuals receiving DD44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

14.6.3 SPECIAL REPORTING REQUIREMENTS

There are no special reporting requirements.

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14.6.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of the Agreement, subject to the following:

Total Department payment for all DD44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD44 Services as specified in that line of the Financial Assistance Award.

Department is not obligated to pay for any DD44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of the Agreement, whichever date is earlier.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD44 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

14.6.5 CONTRACT SETTLEMENT

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.7 TRAINING RESPITE – SPECIAL PROJECTS (DD57)

Funding which pays for respite services to allow supervision of residents so that foster care providers can attend COUNTY training programs.

CONTRACTOR shall make payment for respite services for Adult Foster Care provider or family as authorized by the COUNTY Developmental Disabilities Services Division Training Program Development Specialist. Adult Foster Care provider or family is responsible for locating their own respite provider and therefore CONTRACTOR does not recruit, train, or monitor providers.

14.8 RESIDENTIAL SUPPORT – SPECIAL PROJECTS (DD57)

This funding pays for residential support services for designated individuals.

CONTRACTOR shall make payment for residential support as authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor with a copy to the Residential Program Development Specialist. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to provide: total annual amount in the fund, total authorized, total expenditures, total remaining uncommitted.

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14.9 MOVING ASSISTANCE (COUNTY GENERAL FUND)

Funding which pays for moving of individuals from one residence to another. CONTRACTOR shall make payment for moving assistance services as allocated by the COUNTY Developmental Disabilities Services Division work units.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division work units in conjunction with the Service Coordinator. CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor.

This summary shall include: individual served, service type authorized, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Moving Assistance fund, total authorized, total expenditures, total remaining uncommitted.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Training Coordinator by the 10th of the following month. This summary shall include: adult foster care provider or family served, name of the individual case managed by Multnomah County Developmental Disabilities Services Division, class attended, amount authorized, service period (dates), amount paid (including number of hours x rate = total), and date paid.

In addition, financial data shall be aggregated to include: total annual amount in the Training Respite Services fund, total authorized, total expenditures, and total remaining uncommitted.

14.10 MCKINNEY SERVICES (HUD)

This provision covers services for homeless adults to promote stability and independent living with a goal of 70% of participants remaining in permanent housing for at least one year after completing program. The COUNTY Developmental Disabilities Services Division Service Coordinator will complete a housing and living skills assessment to determine the needed specific services. Most consumers will need 12 to 30 hours monthly of direct one-to-one independent living assistance. In some instances the service may be provided in a small group setting (e.g., meal planning, recreational activities). The provider will develop an individual housing case plan and household budget. Number of hours of assistance needed per month and schedule of activities will be determined based on needs of the individual. Services will be delivered in the most natural and logical setting for each individual. Most often this will be in the consumer's home or immediate community.

CONTRACTOR shall pay providers for services as authorized by each consumer's COUNTY Developmental Disabilities Services Division Service Coordinator. The COUNTY Developmental Disabilities Services Division Service Coordinator will match the provider with the service need. CONTRACTOR shall make a list of providers available to the COUNTY Developmental Disabilities Services Division Service Coordinator. CONTRACTOR shall work with the COUNTY Developmental Disabilities Services Division Special Services Supervisor in the recruitment and maintenance of providers. CONTRACTOR shall assure that the provider will provide a written progress report monthly to the Special Services Supervisor by the 10th of each month following the service month. CONTRACTOR shall withhold reimbursement until such reports are received.

15 DIAGNOSIS AND EVALUATION SERVICES

15.1 MULTNOMAH COUNTY REQUIREMENTS

15.1.1 SERVICES - PSYCHOLOGISTS

CONTRACTOR agrees to provide a psychological evaluation on all individuals referred for services, in keeping with standards for same.

CONTRACTOR agrees to provide a written report for each evaluation component performed in accordance with proposed standards for same.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by County Program Development Staff on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid Administrative Examination, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per

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person basis. Billing will be initiated after the reports have been completed and sent to the Crisis/Diversion Program Development Specialist:

For those individuals identified as billed to Multnomah County D&E, CONTRACTOR will submit a detailed bill to:

Operations Administrator
Multnomah County
Developmental Disabilities Services Division
421 SW Sixth Avenue, Suite 400
Portland OR 97204-1621

For those individuals identified as billed to Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.2 SERVICES - PSYCHIATRIC EVALUATIONS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Oregon Health Plan, Medicaid

Administrative Examination, Medicare and other sources will be identified as the payment source. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those evaluations identified as Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.3 SERVICES - ON-SITE PSYCHIATRIC CONSULTATION

Doctor agrees to provide the following services:

1. On-site evaluation and medication management for individuals who have Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage. Doctor will be reimbursed for these services by separately billing those sources.

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2. On-site evaluation and medication management for individuals who have no Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage.
3. On-site consultation (professional advice provided to Service Coordinators and other COUNTY staff concerning a specific client).

Doctor will be reimbursed at the rate of \$62.50 an hour as payment for services 2. and 3. above.

4. Minimal telephone consultation between scheduled consultations at the COUNTY office, at no additional charge, if an emergency situation occurs and if not excessive. Should CONTRACTOR believe such calls have become excessive, COUNTY and CONTRACTOR shall renegotiate.

COUNTY staff shall generate weekly agenda and schedule of patients to be seen. COUNTY staff shall provide referral information to CONTRACTOR.

Consultation services in addition to the contracted number of hours per week at the COUNTY office, which therefore would require additional funding, shall require authorization from the Crisis/Diversion Program Development Specialist.

Once authorization is provided, CONTRACTOR shall then bill for such additional services.

Doctor will document Evaluation reports, Physicians Orders, and Progress Notes on forms provided by the COUNTY. Should COUNTY request an additional more detailed report, this would require COUNTY authorization since this involves additional funding.

15.1.3.1 SCHEDULE OF PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

CONTRACTOR to submit a monthly bill to:

Operations Administrator
Multnomah County Developmental Disabilities Services Division
421 S.W. Sixth Avenue, Suite 400
Portland, OR 97204-1621

Reimbursement is based on \$62.50 an hour and is limited to contracted number of hours per week unless additional hours are authorized by the D & E Co-ordinator.

15.1.4 STANDARDS FOR PSYCHOLOGICAL EVALUATIONS

A psychological assessment shall be performed by a Psychologist licensed under applicable Oregon Statutes.

A psychological evaluation shall address the referral issues and may include the following:

1. An appropriate individual test of intellectual capacity.
2. An Adaptive Behavior assessment.
3. An Academic Achievement test (required on children of school age)
4. An overall description of individual's general sensory, perceptual and motor development; speech, language, communication, and comprehensive skills; and any behavioral difficulties of note.
5. An assessment of personality/social functioning.

The psychologist may administer one or more of the individually administered general intelligence tests, adaptive level protocols, academic achievement tests and personality protocols/projective tests which will provide a direct and meaningful measure of each individual's level of function.

The psychologist shall assess and define mental retardation in accordance with the criteria established by the American Association on Mental Deficiency, 1977 Revision, as follows:

Mental retardation is defined as: Sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior, and manifested during the developmental period (age 0-18). The definition of mental retardation requires that an individual manifest

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deficiencies in both adaptive behavior and intellectual functioning. General intellectual functioning is defined as: The results obtained by assessment with one or more of the individually administered general intelligence tests developed for that purpose.

Significantly sub-average is defined as: IQ more than two standard deviations below the mean for the test.

Adaptive behavior is defined as: The effectiveness or degree with which an individual meets the standards of personal independence and social responsibility expected for age and cultural group.

Developmental period is defined as: The period of time between birth and the 18th birthday.

For individuals over the age of six (6), the psychologist shall report a diagnostic level of mental retardation referencing each individual's level of general intellectual and adaptive behavior functioning in accordance with the criteria established by the American Association of Mental Deficiency, 1977 Revision, for each individual tested and evaluated. The psychologist shall also report his/her diagnostic impression of the individual in accordance with Diagnostic Criterion from American Psychiatric Association Diagnostic and Statistical Manual IV.

In reporting test results, the psychologist shall indicate whether in her/his professional opinion the current scores are a valid and realistic appraisal of the innate abilities and skills of the individual being evaluated. If such is not the case, the psychologist should appropriately preface the reporting of the scores in such a manner noting and detailing her/his professional concern(s).

Previous test scores, if available, should be referenced in the report of person's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, in the two comparable test scores and the significance, or insignificance, of the resultant comparison.

The written psychological report shall include:

- Source of and reason for referral;
- Brief prior evaluation history, if relevant;
- Assessment procedures used;
- Behavior observation during evaluation;
- Current evaluation results, including actual test scores;
- Program and treatment recommendations which address the reason for referral.

All written reports shall contain recommendations which shall specifically address the problems and/or areas of concern identified on a particular individual as contained in COUNTY's Service Request form.

Psychologists are requested to submit the written results of the evaluation to the COUNTY D & E Coordinator within one week of the evaluation.

15.1.5 STANDARDS FOR MEDICAL EVALUATION

The medical evaluation should be done by a physician. The medical history may be taken by a qualified nurse or medical assistant. The medical evaluation shall consist of:

Medical History - to the extent available

Details of prenatal factors:

- course of pregnancy;
- use of drugs; and
- heredity disorders.

Details of delivery (any complications)

Immediate postpartum condition of the baby:

- apgar and score;
- respiratory distress; and
- other.

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Postnatal history of illness and accident during early childhood; i.e., cerebral insults, encephalitis, dehydration, cerebral concussion, and other.

Developmental landmarks;
Seizure history;
History of mental disorder;
Family history;
Present medications.

A standard physical examination with the results of the following included:

Eye exam and other visual tests as necessary;
Ear examination and any necessary audiometry tests;
A preliminary orthopedic screening examination;
Coordination tests as necessary;
Brief neurological examination (that is, reflexes, muscle functions, etc.);

Appropriate lab work (See laboratory procedure sheet);

A statement of impressions and recommendations of medical care and treatment;
Specialty examinations as recommended and necessary;
Speech and hearing screening; and
Dental Screening.

The following specifically describes the procedure to be followed when it appears that additional diagnostic evaluations, not previously requested, need to be performed:

A central contact person, designated by the CONTRACTOR, shall be responsible for calling the appropriate Crisis/Diversion Program Development Specialist assigned to the individual in question, when additional diagnostic component(s) appear necessary.

The central contact person shall state to the Crisis/Diversion Program Specialist the reasons for recommending that an additional diagnostic evaluation component(s) be performed. (If it becomes apparent that additional information is needed, the Crisis/Diversion Program Development Specialist will request to talk to the pertinent clinician recommending the additional evaluation.) At the time of the telephone contact, the Crisis/Diversion Program Development Specialist will verbally approve or deny the specific request for subsequent evaluation.

15.1.5.1 LABORATORY WORK-UP

15.1.5.1.1 ROUTINE LABORATORY WORK-UP

Definition: A routine laboratory work-up is one which is uniformly administered as a matter of procedural routine to meet minimum diagnostic standards.

Individuals affected: This laboratory work-up is to be ordered on all individuals being seen for medical evaluation under the terms of this contract.

Exceptions: The only exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test. For purposes of definition, a routine laboratory work-up is limited to the four tests listed below:

- 1) A complete blood count.
- 2) Urinalysis. Criteria: all clients
- 3) V.D.R.L. Criteria: all adults 16 years of age and older (exam to be performed at physician's discretion).
- 4) Pap Smear. Criteria: all female adults 16 years of age and older (exam to be performed at physician's discretion).

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15.1.5.1.2 ADDITIONAL LAB WORK

Definition: Additional lab work is any lab work identified by the provider as being necessary in the evaluation of a client, which exceeds those outlined above in the Routine Lab Work-up.

Individuals Affected: Additional lab work is to be ordered on a per-person basis according to the criteria that one or more of the medical conditions stipulated below are present.

Exceptions: Exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test.

Chemistry Screen (S.M.A.C. Test) Criteria: all patients who are over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- hyperlipidemia;
- diabetes;
- hypertension;
- kidney disease;
- hepatitis or liver disease.

Chest X-Ray (PA and Lateral) Criteria: all patients who are cigarette smokers over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- asthma;
- chronic bronchitis or emphysema;
- pneumonia;
- tuberculosis;
- cardiovascular disease.

Electrocardiogram Criteria: all patients who are over the age of 50 and/or demonstrate a history or a physical exam suggestive of:

- hypertension;
- cardiovascular disease.

Electroencephalogram Criteria: all patients who have a previous diagnosis of epilepsy and/or demonstrate a history or physical exam suggestive of epilepsy.

15.1.6 STANDARDS FOR AUGMENTATIVE COMMUNICATION EVALUATIONS

An Augmentative Communication (hereafter referred to as A/C) evaluation shall be conducted by a multidisciplinary A/C specialty team directed by a certified speech-language pathologist. Depending on the needs and abilities of the individual who is being assessed, the team shall consist of all or some of the following specialists: a certified speech-language pathologist, a registered and licensed occupational therapist, a registered and licensed physical therapist, a psychiatrist, and a licensed clinical social worker.

A "certified speech-language pathologist" is a person who has earned at least a Master's degree in speech-language pathology from an accredited university, has completed a supervised clinical fellowship year and has passed the national examination in communication disorders resulting in the Certificate of Clinical Competence, and holds Oregon State licensure. A "registered and licensed physical therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure. A "registered and licensed occupational therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure.

A Physiatrist is a physician who specializes in physical medicine and rehabilitation.

A "licensed clinical social worker" is a person who has received at least a Master's degree in social work from an accredited university, and holds Oregon State licensure.

An Augmentative Communication evaluation shall include:

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A communication needs assessment to determine validity of communication augmentation from the individual;

An abilities assessment to determine:

- Communication, language comprehension and production abilities;
- Articulation, oral motor, and voicing abilities;
- Cognitive abilities related to functional communication (e.g., problem solving, memory and representational skills);
- Gross and fine motor abilities;
- Visual-perceptual abilities.

Assessments within each of the above categories will be conducted as related to the abilities required to use various A/C techniques for functional communication.

The administration of standardized tests for the assessment of the above abilities is not required for the A/C evaluation. Rather the assessment generally will be conducted through skilled clinical observation and interviews with the client and significant other in his/her communication environment. When appropriate, adaptations of standardized clinical tests within the fields of speech-language pathology, occupational and physical therapy will be administered.

A/C techniques, components and strategies will be selected to meet the general communication needs and abilities of the individual. A preliminary clinical trial will be introduced, with selected A/C techniques, components and strategies to judge the appropriateness of recommendations.

An "augmentative communication technique" refers to a method of transmitting information between two individuals that supplements oral speech. Examples of A/C techniques include: communication boards and books, gestures, manual signs, facial expressions, eye gaze and pointing, writing and electronic communication aids.

An "augmentative communication strategy" refers to a specific behavioral rule or cues that are used by communicators so the A/C techniques result in effective, efficient and appropriate communication. For example, A/C strategies help a communication board user send messages to impatient listeners, clarify a message that is not understood by others, or stabilize a hand for faster typing.

The A/C team shall report its clinical impressions and recommendation for A/C techniques, components and strategies. In reporting the evaluation results, the team members shall indicate whether, in their professional opinion, the report is a valid and realistic appraisal of the innate abilities and skills of the client being evaluated. If such is not the case, the team should appropriately preface the report in such a manner noting and detailing their professional concern(s).

Previous speech-language pathology reports that address augmentative communication, if available, should be referenced in the report of the client's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, of the different reports.

The written A/C report shall include:

- A statement of referral questions raised by the client and his/her communication partners that led to the evaluation;

- The communication needs that were identified;

- The minimal abilities that were demonstrated for the operation of various communication techniques;

- Recommendations for A/C techniques, components and strategies that will augment the individual's current communication behavior, if appropriate;

If no A/C techniques, components or strategies are recommended, the report will include a descriptive statement and reasons why no augmentation is recommended.

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SCHEDULE I

ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report.....	\$121.00
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient.....	\$ 64.00
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided.....	\$ 66.00
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.....	\$ 93.00
810AP	Psychologist or Psychiatrist; Intellectual Assessment.....	\$128.00
815AP	Psychologist or Psychiatrist; Personality Assessment.....	\$ 43.00
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).....	\$342.00
908OM	(Does not require prior authorization) Psychologist; Administrative Records Report based on existing medical records in the provider's office.....	\$ 10.00
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).....	\$ 74.00

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16. HCSD HOUSING FUNDS

Any funds received by CONTRACTOR from the Oregon Housing and Community Services Department (hereinafter referred to as HCSD) for purposes authorized by the State DHS are subject to the following special conditions:

1. CONTRACTOR will work with the COUNTY and State DHS to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DDSD-funded residential services.

2. For each Minor Housing Project to receive State DD funds from HCSD, CONTRACTOR will submit a facility plan and cost estimates, in a form prescribed by the State DHS. Facility plans will be submitted to the State DD Housing Development Section.

3. Contingent on the State DHS's DD Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSD directly to the provider operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both the COUNTY and the State DHS.

4. CONTRACTOR will perform or cause to be performed, all work described in the approved facility plan(s) within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved plan.

TAX EXEMPT STATUS

DD50 CONTRACTORS occupying housing developed with financing authorized by DHS and obtained through HCSD must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to the COUNTY upon request.

17. EQUIPMENT ACQUIRED WITH DIVERSION (DD44), (DD57) FUNDS

17.1 INVENTORY

CONTRACTOR will complete and keep on file an inventory by location of all items costing \$250 or more each and purchased with State DHS funds. Inventory must be made available to COUNTY or State upon request.

17.2 EQUIPMENT USE

The equipment must be used for the services for which funds were originally approved by the State DHS. Use of such equipment must continue for the useful life of the item or five years, whichever is less, except as follows:

- a. Prior approval is obtained from the State DHS for alternative use.
- b. The item is lost or rendered useless for reasons other than through negligence on the part of the CONTRACTOR.
- c. Funds for the operation of the programs or services in the facility are discontinued due to loss of funding available to the State DHS.

18. START-UP FUNDS

18.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

State Intergovernmental Agreement and State Department of Human Services Financial Procedures Manual are incorporated in the COUNTY requirements below.

18.2 MULTNOMAH COUNTY REQUIREMENTS

18.2.1 PROGRAM START-UP CONDITIONS

Start-up funds awarded in this contract amendment or other amendments which are made part of this contract, unless otherwise so stated, will be paid subject to the following special conditions:

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Reimbursement for all expenditures is contingent on COUNTY approval of a line-item budget showing proposed expenditures of all Division funds and an expenditure report which documents actual expenditures of all funds. An expenditure report is due to the COUNTY 60 days after services are initiated. Please see requirements for Start-up Payments below for detailed instructions.

Expenditures for personnel services or services and supply items shall be documented in an expenditure report which shows actual direct service expenditures related to the project by employee name and position and uses the same service/supply categories contained in the line-item budget.

Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory listing. CONTRACTOR agrees to maintain documentation and receipts for all items purchased. Such documentation is subject to financial review by the COUNTY.

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

Items purchased such as furnishings, fixtures, vehicles, computers and other special equipment, must be used for purposes described in this contract, and for specifically named clients if approved as such, for the expected useful life of the item or five years, whichever is less, except as follows:

A. Prior approval is obtained from the COUNTY for an alternative use;

B. The equipment is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

Failure of the CONTRACTOR to comply with the terms stated above shall result in repayment to the COUNTY of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The COUNTY may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in the Agreement.

Expenditures for facility renovation, including leasehold improvements or other capital projects shall be documented in an expenditure report. CONTRACTOR will maintain a file of receipts for all materials and services. Facility renovations, including leasehold improvements, that cost \$5,000 or more must be secured with a Trust Deed in favor of the State Department of Human Services as described below. Detailed instructions for a Trust Deed are available upon request to the COUNTY.

An amount equal to 10% of the project cost may be withheld by the COUNTY pending approval of the Expenditure Report and completion of the work to the State Department of Human Services' satisfaction.

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Expenditures for acquisition of real property shall be subject to a trust deed in favor of the State Department of Human Services which shall only be released by the State Department of Human Services upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.

COUNTY or State Department of Human Services will disallow expenditures which are not documented or secured as described herein to the COUNTY's satisfaction. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

Vehicles purchased with funds provided under this contract or similar previous contracts shall be used exclusively for transporting clients of the service under which the funds were contracted. CONTRACTOR shall maintain a log of the use of such vehicle(s), which shall include dates, times, mileage, driver and passengers, and purpose and destination of each such vehicle usage.

Start-up funds are awarded for one-time-only expenses necessary to begin or expand services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

18.2.2 REQUIREMENTS FOR START-UP PAYMENT

As used in this section, State Department of Human Services refers to Oregon State Department of Human Services.

Reimbursement for all start-up expenses is subject to the COUNTY approval of a line-item budget which proposes the expenses to be incurred.

18.2.2.1 LINE-ITEM BUDGET FORMS

Start-up budgets must be submitted on the forms prescribed by the COUNTY. Budget proposals submitted on different forms will be returned.

18.2.2.2 REVISION OF LINE-ITEM BUDGETS

Unless the State Department of Human Services specifies otherwise revisions may be made between items proposed, without prior notification to the COUNTY, with the following limitations: Revisions moving more than 10% of the budget category total for which funds were approved to another budget category i.e., Personnel Services, Services and Supplies, and Capital Expenditures; Acquisition of capital items costing \$1,000 or more or acquisition of real property, that was not originally approved. If revised expenditures of this nature are decided upon following original approval of a line-item budget, a revised budget should be submitted to assure that the State Department of Human Services will approve.

18.2.3 EXPENDITURE REPORTS

An expenditure report must be submitted to the County DD Services Division Program no later than 60 days following the completion of the start-up phase (the date of service initiation).

The expenditure report must be submitted on a designated expenditure report form with the Budget Number and include the attachments described below:

**18.2.4 PERSONAL SERVICES-EQUIPMENT-FURNISHINGS-FIXTURES-RENOVATIONS -
INVENTORIES/DESCRIPTIONS AND RECEIPTS**

Personnel expenses must be reported by employee name and position, and listed within the administrative, direct service or other categories in which they work, or will work after the commencement of services.

In addition to their inclusion in expenditure reports, purchases of equipment, furnishings, fixtures, facility renovation, and real property acquisition must be documented and/or secured as specified below in order to permit State Department of Human Services payment for such items.

Movable equipment and furnishings costing \$250 or more must be included in an inventory list aggregated by and specifying the facility address in which the items will be located and used. This list shall be attached to the expenditure report.

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The address of all facilities in which start-up funds are used for renovation and non-movable fixtures must be reported, and the renovations/fixtures listed and described.

Receipts must be retained by CONTRACTOR for all expenditures made with start-up funds.

18.2.5 DEDICATED USE REQUIREMENT DOCUMENTATION

Inventoried items must be used to provide the services (and for the individual, if specified) for which start-up funds were approved and for the individual, if specified, by the State Department of Human Services for the useful life of the item or five years, whichever is less, except as follows:

Prior approval is obtained from the State Department of Human Services for an alternative use;

The item is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

18.2.6 SECURITY INTERESTS AND MOTOR VEHICLES TITLE

Expenditures for vehicles, computers and other special equipment costing \$1,000 or more must also be reported, included in inventories and documented by receipts. In addition to these requirements, the State Department of Human Services will require copies of security interests executed by the CONTRACTOR, or in the case of vehicle purchases, copies of Motor Vehicle Titles listing the State Department of Human Services as a co-owner.

18.2.6.1 SECURITY INTERESTS

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

18.2.6.2 MOTOR VEHICLE TITLES

The CONTRACTOR must specify that the State Department of Human Services be listed as a co-owner of any vehicle purchased at least in part with start-up funds when registering the vehicle with the Motor Vehicles Division. A copy of the title specifying that the State Department of Human Services is a co-owner of the vehicle must be submitted by the CONTRACTOR to the State Department of Human Services within sixty (60) days of purchase of the vehicle.

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18.2.7 OBTAINING AND SUBMITTING TRUST DEEDS WHEN REAL PROPERTY IS ACQUIRED WITH START-UP FUNDS AWARDED BY THE DEVELOPMENTAL DISABILITIES SERVICES DIVISION

The following applies to leasehold improvements as well as to property owned by the CONTRACTOR:

A Trust Deed is required protecting the State Department of Human Services interests in real property renovated or acquired with state funds. A copy of the executed and recorded Trust Deed must be received by the State Department of Human Services for each such property within sixty (60) days of the purchase closure.

The following steps must be completed in order to obtain a Trust Deed. The CONTRACTOR (purchaser) must work with the COUNTY and the State Department of Human Services to complete these steps:

Final transfer of funds to acquire property, pay any renovation costs in the transfer, and pay closing costs must be accomplished through an escrow account. The escrow agency may be chosen by the COUNTY or the CONTRACTOR (purchaser) from any escrow agency licensed in Oregon.

As soon as possible, but no later than 15 working days prior to the proposed closing date the COUNTY must correspond with the State Department of Human Services for each property being acquired and indicate:

Escrow agent name, address, and phone number;

CONTRACTOR/buyer's full legal or corporate name;

Seller's full legal or corporate name;

The full address and the legal property description;

Proposed closing date.

The breakdown of start-up funds requested for:

- Down Payment
- Closing Costs
- Renovation

Following receipt of this information, the State Department of Human Services will issue copies of the Trust Deed and Escrow Instructions to the Escrow Agent. The Escrow Agent records the trust deed with the COUNTY and forwards a copy of the recorded trust deed to the State Department of Human Services.

18.2.8 DISBURSEMENT OF START-UP FUNDS

The COUNTY will generally provide cash in advance of up to 90% of the Start-up budget following approval of line-item budgets, but may withhold all or a portion of start-up funds to a CONTRACTOR to be issued as reimbursement following completion of designated requirements from among those listed above. The remaining 10% will be provided upon receipt of approved expenditure reports. The State Department of Human Services and/or the COUNTY will disallow expenditures, and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not documented or reported as described in this section.

MEETING DATE: August 2, 2001
AGENDA NO: C-7
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Tri-Met to purchase Employment Transportation services for people with developmental disabilities.

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

REGULAR MEETING: DATE REQUESTED: _____ Next Available
AMOUNT OF TIME NEEDED: _____ Consent

DEPARTMENT: Community and Family Services **DIVISION:** Developmental Disabilities Services Div.

CONTACT: Rex Surface **TELEPHONE #:** (503) 988-3658, ext. 26353
BLDG/ROOM #: 166/4

PERSON(S) MAKING PRESENTATION: _____ N/A

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Approval of Agreement with Tri-Met to purchase Employment Transportation services for people with developmental disabilities.

08/03/01 originals to Tom Oettinger

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Lorenzo T. Poe, Jr.

BOARD OF
COUNTY COMMISSIONERS
01 JUL 30 PM 12:09
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

**Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us**



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

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

DATE: June 29, 2001

SUBJECT: Fiscal Year 2001-02 Intergovernmental Agreement with Tri-Met

- I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Intergovernmental Agreement with Tri-Met to purchase Employment Transportation services for people with developmental disabilities for the period July 1, 2001 through June 30, 2002.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with this provider to purchase Employment Transportation services for people with developmental disabilities.
- III. **Financial Impact:** Funds for this contract are in the Department budget. These services are purchased on a requirements basis at a funding level of \$1,697,008. Funding for these services is via State Mental Health Grant.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The Agreement supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedure CON-1)

Contract #: **4600002445**

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Amendment #: **0**

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center; padding-top: 10px;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>080201</u> DEB BOGSTAD, BOARD CLERK </div>

Department: <u>Community and Family Services</u>	Division: <u>Developmental Disabilities</u>	Date: <u>June 29, 2001</u>
Originator: <u>Rex Surface</u>	Phone: <u>26353</u>	Bldg/Rm: <u>166/4</u>
Contact: <u>Tom Ochinerio</u>	Phone: <u>29832</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Agreement to purchase Transportation services for people with developmental disabilities.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT #(S): <u>4600000779</u>
RFP/BID: _____	RFP/BID DATE: _____
EXEMPTION _____	EXEMPTION EXPIRATION _____
#/DATE: _____	DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor Tri-Met Address 4012 SE 17th Ave. Portland, OR 97202 Phone 503.238.4879 Employer ID# or SS# 93-0579353 Effective Date July 1, 2001 Termination Date June 30, 2002 Original Contract Amount \$ 0 Total Amt of Previous Amendments \$ 0 Amount of Amendment \$ 0 Total Amount of Agreement \$ 0	Remittance Address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Allotment</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input checked="" type="checkbox"/> Requirements \$ <u>1,697,008</u> Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES

Department Manager <u><i>Lorenzo Poemas</i></u>	DATE <u>7/12/01</u>
Purchasing Manager _____	DATE _____
County Counsel <u><i>Katie Duff</i></u>	DATE <u>7/17/01</u>
County Chair <u><i>Chris ...</i></u>	DATE <u>8-2-01</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

SAP VENDOR CODE 23259						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01								See	Attached		
02											
03											

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Tri-Met (CONTRACTOR), and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this Agreement is for County to contract with Tri-Met to provide Employment Transportation services for people with developmental disabilities.

The parties agree as follows:

- 1. TERM** The term of this Agreement shall be from July 1, 2001 to June 30, 2002. This Agreement may be renewed N/A.
- 2. RESPONSIBILITIES OF CONTRACTOR.** CONTRACTOR agrees to provide Transportation services to people with developmental disabilities in accordance with County and State requirements for DD53 Employment Transportation services as specified in Attachment A and as described in Attachment F, DDSD Special Conditions included with and incorporated by reference into this Agreement.
- 3. RESPONSIBILITIES OF COUNTY.** The County agrees to compensate CONTRACTOR up to a requirements funding estimate of \$1,697,008 for Employment Transportation services provided to people with developmental disabilities as outlined below in **12. Additional Terms and Conditions**.
- 4. TERMINATION** This Agreement may be terminated by either party upon 30 days written notice.
- 5. INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless CONTRACTOR from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 CONTRACTOR shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of CONTRACTOR, its officers, employees and agents in the performance of this Agreement.
- 6. INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 7. ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this Agreement.
- 8. NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
- 9. ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. SUBCONTRACTS AND ASSIGNMENT Neither party will subcontract or assign any part of this Agreement without the written consent of the other party.

11. THIS IS THE ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written Agreement of the parties.

12. ADDITIONAL TERMS AND CONDITIONS:

a. Payment Terms and Reports: All Contracts

1) Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable accounting standards, state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation as stated in Attachment A. Any refunds to the state or federal government resulting from state (OAR 309-013-0120 through 0220) or federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

2) Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract 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, 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.

3) All final requests for payment or an estimate of the final requests for payments shall be received by the Department of Community and Family Services no later than July 20th or the next working day after July 20th, if the 20th falls on a weekend or legal holiday. Final requests or estimates of final request for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

d) Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding

of payment for cause may continue until CONTRACTOR submits required reports, 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 CONTRACTOR.

b. Payment Terms and Reports: Service Capacity

- 1) Service capacity program contracts based on a bed or slot rate may be paid on a reimbursement basis or in equal monthly advanced allotments of annual contract amounts adjusted periodically to reflect:
 - a) Increases or decreases in annual contract amounts;
 - b) Amounts of client services contributions, if applicable;
 - c) Under or over utilization of contracted capacity.
- 2) Payment of service capacity contracts is triggered by COUNTY receipt of required utilization reports as detailed in program instructions in the Statement of Work. CONTRACTOR shall have sole responsibility for submitting 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 calendar day of each month.
- 3) For Monthly Allotment payment methods, Monthly Utilization Reports are due the 20th calendar day of the month following service.
- 4) Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

c. Services
See Attachment A.

d. DDSD Special Conditions
See Attachment F.

MULTNOMAH COUNTY, OREGON

By *Lorenzo P. P. P.* 7/12/01
Director, Department of Community and Family Services Date

By *Diane M. Linn* 8-2-01
Diane M. Linn, Multnomah County Chair Date

REVIEWED:

THOMAS SPONSER, County Attorney
for MULTNOMAH COUNTY, OREGON

Katie Galt 7/17/01
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-7 DATE 08-02-01
DEB BOGSTAD, BOARD CLERK

TRI-MET

By _____
Signature Date

Name (Please Print)

Title

Approved As To Form:

**MULTNOMAH COUNTY OREGON**

Page 1 of 1

IGA Contract**ATTACHMENT A**

Vendor Address
TRI-MET 4012 SE 17TH AVE PORTLAND OR 97202

Information	
Contract Number	4600002445
Date	07/01/2001
Vendor No.	23259
Contact/Phone	CFS DD Services /
Validity Period:	07/01/2001 - 06/30/2002
Minority Indicator:	Not Identified

Estimated Target Value: 1,697,008.00 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<i>Previous contract no. 4600000779</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i> H82500002 Transportation - Dev Disabled (USD) Plant: F010 Community & Family Services Requirements Tracking Number: IGA Monthly Allotment/Service Capacity	1,697,008	Dollars	\$ 1.0000



MULTNOMAH COUNTY OREGON
CENTRAL PROCUREMENT AND CONTRACT ADMINISTRATION
P.O. BOX 14700, PORTLAND, OREGON 97293-0700
Phone: (503) 988-5111
Fax: (503) 988-3252

Page 1 of 1

Release Order
ATTACHMENT A

Vendor Address

TRI-MET
4012 SE 17TH AVE
PORTLAND OR 97202

Information

Release Order	4500016271
Date	07/01/2001
Vendor No.	23259
Buyer/Phone	CFS DD Services /
Validity End Date	06/30/2002
Incoterms	FOB

Ship To:

Multnomah County
Community & Family Services
421 SW 6th
Portland OR 97204

Special Instructions:

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
	<i>For the services listed in this Release Order, the Net Amount lines are estimates only. During the term of this contract Multnomah County may unilaterally adjust the Net Amount of each line based on Contractor's documented service level and system-wide service level demands. County will notify Contractor by providing a revised Release Order of any Net Amount adjustments.</i> <i>Previous contract no. 4600000779</i> <i>Program contact - Rex Surface 503.988.3658 x26353</i>				
0001	H82500002 Transportation - Dev Disabled (USD) Tracking Number: IGA WBS: DDSD DAY TRA 53 Release order against contract 4600002445 Item 00001 Monthly Allotment/Service Capacity	1,697,008	USD	\$ 1.0000	\$ 1,697,008.00
				Total	\$ 1,697,008.00

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MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

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MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

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MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
DEVELOPMENTAL DISABILITIES SERVICES DIVISION
FISCAL YEAR 2001- 2002 DDSD SPECIAL CONDITIONS

ATTACHMENT F

1. SPECIAL CONDITIONS FOR ALL DEVELOPMENTAL DISABILITIES CONTRACTORS

1.1 MULTNOMAH COUNTY REQUIREMENTS

1.1.1 CONDITIONS FOR ALL CONTRACTORS

CONTRACTOR shall utilize the following procedure prior to any prospective service site relocation:

1. Written Notification of proposed change to PDS for approval;
2. ISP team approval;
3. Licensing/certification, if applicable;
4. ISP transfer meeting.

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 staff. 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:

Guidelines for Developmental Disabilities Provider Agencies for Critical Incident Reporting and Protective Services

Introduction

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 guideline 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 Service Coordinator and agency-related issues to the Residential or Employment Program Development Specialist. Protective Services guidelines appear in part III (pg. 3 of 7).

Critical incidents should be reported by telephone to the Service Coordinator or back-up Service Coordinator/Family Consultant within one working day. Voice messages should not be left when reporting these incidents. 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 Service Coordinator)

A. Medical

1. Any injury or illness requiring hospitalization or emergency medical care or psychiatric hospitalization;
2. Any major change in medical regimen due to a seizure disorder, mental illness/psychiatric disorder, a chronic affliction or the appearance of new symptoms (minor medication changes are not included);
3. Any 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 beyond notification guidelines in ISP, missing more than 2 days of work, reduction in work performance.
2. Move to another facility within the same provider agency for any period of time.

MULTNOMAH COUNTY
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3. Jail.
4. Hospitalization and/or Skilled Nursing Facility admission.

C. Behavioral

1. Any behavioral intervention that would normally require the approval of the ISP team or the Multnomah County Behavioral Intervention Committee that is not already approved, including but not limited to physical and chemical restraint.
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 individual, others or property. For high risk behaviors, the ISP team will decide the reporting schedule.
 - b. New maladaptive behavior or 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;
5. Refusal of client or client's guardian or payee to pay room and board or service contribution.

E. Other

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

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

A. Physical Facility - affecting health and safety of individuals

1. Fire;
2. Interruption of utilities for any period;
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

III. Protective Services

A. Contractor and contractor's employees and agents shall immediately report to an individual's Service Coordinator if there is reason to believe an individual needs protective services. If the individual's Service Coordinator is unavailable, reporting party shall contact the Back Up Service Coordinator/Family Consultant. Protective services are available to individuals who meet the following criteria:

Individuals who are 18 years of age or older, are provided services by the Multnomah County Developmental Disabilities Services Division, and are abused or threatened with abuse through the individual's or another's action or inaction. Abuse is defined in this section to include, but not be limited to any death caused by other than accidental or natural means, physical abuse including the use of excessive force, neglect, sexual abuse including harassment and exploitation (including any sexual contact between an employee of an agency and the adult served), verbal abuse, or the withholding of an individual's regular meal, personal property and/or financial exploitation, medication or aid to physical functioning.

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B. County Protective Services may include assistance with:

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. Recommendation for counseling for 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. (Neither staff of CONTRACTOR nor a Service Coordinator has authority to consent to medical procedures on behalf of an individual.)
6. Securing a guardian, civil commitment or other protective placement as needed.
7. Assisting the individual, through referral, to assure his/her receipt of rights and entitlement due the adult at risk.
8. Notifying the local law enforcement agency when there is reason to believe a crime has been committed.

1.1.2, III, C, 1 – Prior Written Approval

Notwithstanding CONTRACTOR'S obligation for immediate response to client health and safety concerns (as defined in 1.1.2, III, A), CONTRACTOR shall request and receive written authorization from the Protective Services Unit before conducting any internal investigation. Conduct requiring prior written approval includes, but is not limited to, interviewing/questioning alleged victim, interviewing/questioning alleged perpetrator, interviewing/questioning witnesses of alleged abuse or screening, purging or editing Incident Reports regarding incidents or allegations at issue.

CONTRACTOR will fully cooperate with and give priority to protective service investigations.

1.1.2, III, C, 2 - Monetary Fine Schedule

The DIVISION may fine CONTRACTOR for non compliance with Condition Number 1.1.2, III, C, 1 and/or take additional administrative action after investigation and/or review by DIVISION Protective Services staff. DIVISION Operations and Protective Services Manager may either provide a written notice for the first occurrence of prohibited conduct within a contract cycle (fiscal year) or may levy a \$500.00 fine. Second and subsequent occurrences of prohibited conduct within a contract cycle (fiscal year) will result in DIVISION Operations and Protective Services Manager levying a \$750.00 fine for each occurrence.

1.1.3 DISCRIMINATION OF THE BASIS OF HIV OR PRESUMED HIV STATUS

CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with developmental disabilities with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served.

CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

1. Be given voluntarily, without pressure or coercion;
2. Be informed (i.e., the person receives and can understand sufficient information);
3. Include the name of the specific persons to whom the information shall be released and the specific purpose for disclosure.

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4. Include an expiration date.

1.1.4 PAYMENT DURING PERIODS OF ABSENCE

CONTRACTOR agrees to inform COUNTY in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon submission and approval of a Vacancy Plan, COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- 3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility (specific site) where he/she is enrolled, back to the date of the vacancy.

Plans must be submitted to the COUNTY Program Development Specialist within 3 working days of the vacancy.

1.1.5 TRANSITION PLANNING

In the event that one or more of CONTRACTOR'S service delivery sites are to be transferred to another provider, CONTRACTOR agrees to participate in the development of and adherence to the DIVISION Transition Plan. DIVISION reserves the right to withhold CONTRACTOR'S final payment of the service delivery site(s) pending implementation of the Transition Plan.

1.1.6 CULTURAL COMPETENCY PLAN

SEE ATTACHMENT G

1.1.7 CONTRACTOR STAFF/CONSUMER RELATIONSHIPS

SEE ATTACHMENT G

1.1.8 VARIANCE REQUESTS

CONTRACTOR will submit all variance requests to the appropriate County Program Development Specialist on the form provided and required by DHS.

2. DD45 NURSING HOME SERVICES

2.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

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2.2 PERFORMANCE REQUIREMENTS

CONTRACTOR will work with the assigned County Developmental Disabilities Services Division Service Coordinator to recruit and maintain a list of the individuals needed to provide the supports.

Upon receipt of a written notification by the COUNTY, CONTRACTOR shall issue a contract for services to the Provider. The authorization will list the name of the individual, service type, maximum dollar amount authorized and the time period for the service provided.

Monthly reports will be issued to the COUNTY that summarize the individual's name, amount authorized, type of service, provider, amount expended, service dates and balance per contract.

2.3 PAYMENT PROCEDURES

Monies for nursing home reform will be disbursed through equal monthly allotments adjusted to actual reported expenditures. Cumulative payments will not exceed total amount for each contract year. Final payment is based on actual expenditures as reported on the final Department of Community and Family Services Monthly Expenditure Report. Payment procedures and policy will follow General Conditions of this contract.

3. DD47 - SEMI-INDEPENDENT LIVING PROGRAMS

3.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

3.1.1 SERVICE DESCRIPTION

Semi-Independent Living Programs (DD47) are residential support and skill training Services delivered to individuals, aged 18 and over, with developmental disabilities who, with the assistance of these Services, can continue to live in their own homes or apartments. The Services include assistance and training in such areas as managing money, planning meals, shopping, using community resources, counseling, aid recreation. Services also include regular monitoring of the functional skills, progress and training, and supportive service needs of the individuals served.

3.1.2 PERFORMANCE REQUIREMENTS

Providers of Semi-Independent Living Programs (DD47) funded under this Agreement must comply with the requirements of OAR 309-41-0015 through 309-41-0024, as such rules may be revised from time to time.

All individuals receiving DD47 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

One unit of a Semi-Independent Living Program (SILP) is defined as one full-time equivalent (FTE) skills trainer. Each unit of SILP must provide Services to a minimum of eight individuals per month.

3.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirement.

3.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD47 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD47 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such Service capacity is actually made available or utilized), subject to the following:

Total Department payment for all DD47 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD47 Services as specified in the that line of the Financial Assistance Award.

Department will not pay for any units of DD47 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

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If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD47 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD47 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD 47 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD47 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD 47 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD 47 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award

3.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR shall forward copies of Self-Assessment Checklists and Plans of Improvement for certification by the State Department of Human Services to the Program Development Specialist 120 calendar days prior to expiration of certification.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days. Failure to do so may result in retroactive recovery of service dollars.

COUNTY reserves the right to reassign the service payment if a vacancy is not filled within 60 days. If the needs of the individual referred to a program vacancy cannot be met by that program, CONTRACTOR shall inform the COUNTY Residential Program Development Specialist in writing, stating the specific needs of the individual that cannot be met by that program. This notification should be given within ten days, but not more than 30 days after the receipt of the referral packet.

4. DD49 – SELF-DIRECTED SUPPORT SERVICES

4.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

4.1.1. SERVICE DESCRIPTION

Self-Directed Support Services (DD49) are services that enable individuals with developmental disabilities to continue to live in their own homes or in their family homes. DD49 Services include assistance in: determining support needs; finding and arranging resources and support services to meet the individuals' needs; making informed decisions about support needs and support Providers; and monitoring and improving the quality of personal supports. DD49 Services may also include fiscal intermediary services, such as assisting individuals or their families in complying with requirements for employers when the individuals or their families employ their own caregivers.

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4.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD49 Services funded through this Agreement must comply with the requirements of OAR 309-041-1110 through 309-041-1170, as such rules may be revised from time to time.
- B. All individuals receiving DD49 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Line-Item Budget and Allowable Expenditures: Providers of DD49 Services funded through this Agreement must expend DD49 funds in accordance with a biennial line-item budget approved by Department. For purposes of this Agreement, "biennial" refers to Department's two-year budget cycle, beginning on July 1 of each odd-numbered year, and ending on June 30 of the next odd numbered year. The proposed budget must be submitted by August 15 of the first year of the biennium, or within 45 days of the initial award of DD49 funds to County. A revised budget must be submitted within 45 days of acceptance by County of any amendment to this Agreement that changes the biennial Financial Assistance Award for DD49 Services. The biennial budget, and all revisions, must be prepared on forms prescribed by Department.

Except for restrictions as noted in this section, Providers of DD49 Services funded through this Agreement may transfer up to 15% from Personal Services, Services and Supplies, and Capital Outlay within the approved line item budget without prior Department approval, if supported by the local planning process.

Restrictions: The following transfers must be prior-approved by Department: (i) transfers that exceed 15%; (ii) all transfers to Capital Outlay; and (iii) any transfers that would result in indirect/administrative overhead costs exceeding 10% of the total DD49 Financial Assistance Award. Department may, at its discretion, transfer funds approved for Capital Outlay to DD Special Projects (DD57), Start-Up, Part C of the Financial Assistance Award.

D. Project Evaluation: If requested by Department, Providers of DD49 Services funded through this Agreement must participate in a Department-authorized external evaluation of the impact and effectiveness of the DD49 Services. Participation includes, but is not limited to: furnishing all readily available program data within statutory and regulatory limits governing confidentiality, granting permission for staff and individuals to be interviewed and/or respond to questionnaires, and participating in other evaluation activities as may reasonably be required by Department.

4.1.3 SPECIAL REPORTING REQUIREMENTS

Financial Report: County must submit to the Department's Office of Developmental Disability Services a final report of actual revenues and expenditures for DD49 Services funded through this Agreement. The report must be submitted within 60 days of expiration or termination of this Agreement, whichever date is earlier. The report must be prepared in a format prescribed by Department.

4.1.4 PAYMENT PROCEDURES

A. Basis of Payment: Department payment for DD49 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the following:

1. Allowable expenditures are limited to those included in a line-item budget approved by Department, as required in section 11.C. of this Service Description for DD49.
2. Total Department payment for all DD49 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD49 Services as specified in that line of the Financial Assistance Award.
3. Department is not obligated to pay for any DD49 Services that are not properly reported to Department as required by this Agreement by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

B. Disbursement of Funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD49 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
 2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD49 Services.
 3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD49 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD49 Services under a particular line of the Financial Assistance Award and amounts due for such services based on actual allowable expenditures incurred by a Provider in delivering DD49 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

5. DD50 -RESIDENTIAL FACILITIES

5.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

5.1.1 SERVICE DESCRIPTION

Residential Facilities (DD50) Services are care, training, and support Services delivered in neighborhood homes to individuals with developmental disabilities who require 24-hour care, supervision, and training. The Services include board and room as well as Services that comply with standards required for licensure.

5.1.2 PERFORMANCE REQUIREMENTS

- A. Providers of DD50 Services funded through this Agreement must comply with OAR 309-049-0030 through 309-049-0225, as such rules may be revised from time to time.
- B. All individuals receiving DD50 Services funded through this Agreement must be eligible for DD Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- C. Vacancy Reserve Fund: The Board of Directors (or other governing authority as applicable) of each Provider of DD50 Services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide Services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each Provider of DD50 Services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.
- D. Providers of DD50 Services funded through this Agreement that provide those Services in more than one physical site must send at least one employee assigned to manage Services at one or more of Provider's DD50 facilities to Department-sponsored training regarding health and medical issues for individuals with developmental disabilities, at least one day per year, if such training is scheduled by Department. Department will make every reasonable effort to provide such training on a regional basis throughout the state.
- E. Providers of DD50 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

5.1.3 SPECIAL REPORTING REQUIREMENTS

A. Definition of Service, Reporting of Absences Termination of Services

1. For purposes of this Agreement, an individual shall be considered to have received DD50 Services only when one of the following conditions is met:
 - a. The individual is residing at the Provider's facility; or

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b. The individual is absent, for not more than 30 consecutive days, as a result of vacation, incarceration, or absence without leave, and it has not been determined that the individual will not be returning to the facility; or

c. The individual is absent, for not more than 90 consecutive days, as a result of being on convalescent leave or admittance to either a psychiatric hospital or the Department's Crisis Unit at Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the facility.

2. County must notify Department when an individual enrolled in DD50 Services in CPMS is absent from the Provider's facility for more than 14 consecutive days as a result of vacation, incarceration, convalescent leave, admittance to either a psychiatric hospital or Department's Crisis Unit at Eastern Oregon Training Center or absence without leave. Notification required under this section must be provided to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit no later than five (5) days after the individual's absence for the reasons cited in this section exceeds 14 consecutive days.

3. An individual enrolled in CPMS in DD50 Services must be reported in CPMS as terminated from a Provider's DD50 Services when the individual is no longer receiving DD50 Services as defined in section 5.1.3 of this Service Description. The CPMS termination date must be listed as the last day the individual received DD50 Services as defined in section 5.1.3 of this Service Description.

B. Residential Outcome Measures: Providers of DD50 Services funded through this Agreement must submit report that include data that measure individual and program outcomes, using forms and procedures designated by Department.

C. Vacancy Reserve Fund: Providers of DD50 Services funded through this Agreement must submit their vacancy reserve fund plans, and/or the current status of these reserve funds, to County and/or Department upon request.

D. Direct Care Staff Wages and Turnover. Providers of DD50 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

5.1.4 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD50 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD50 Services delivered (as defined in 5.1.3 above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

1. Total Department payment for all DD50 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD50 Services as specified in that line of the Financial Assistance Award.

2. If a unit of DD50 Service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.

3. Department will reduce payment for DD50 Services under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the Services, by a Provider of DD50 Services from an individual receiving such Services with funds awarded in that line of the Financial Assistance Award.

4. Department will not pay for any units of DD50 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

5. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD50 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

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6. Department is not obligated to pay for any DD50 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

7. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD50 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate by that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD50 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD50 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD50 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD50 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

D. Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD50 Service capacity that is not utilized, as opposed to the normal DD50 Services payment methodology which provides only for payment for DD50 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD50 Service capacity in order to ensure the availability of DD50 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD50 Service capacity in service element DD57 (DD Special Projects, Start-Up).

5.2 MULTNOMAH COUNTY REQUIREMENTS

5.2.1 RESIDENTIAL PROGRAMS

CONTRACTOR agrees to enter into written financial agreements with all individuals receiving services, their guardians or conservators. This agreement shall include:

Full disclosure of all financial obligations of the individual receiving services to the CONTRACTOR, including offset payments, a general statement of the financial services the CONTRACTOR will provide to the individual receiving services, and a statement of acceptance or rejection of these services by the individual receiving services.

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

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During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment. Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team.
4. Timelines for implementation of the unemployment plan.
5. Vocational staff to be available to assist with day activities and supervision during periods of supervision during periods of unemployment.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. An individual or any member of the ISP team can request a meeting.

5.2.2 REPORTING REQUIREMENTS

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for licensing by State Department of Human Services.

TO: Operations Unit Senior Analyst

DEADLINE: 120 calendar days prior to expiration of State license.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

Individual is:

- a. absent without approval or explanation,
- b. on vacation,
- c. incarcerated,
- d. on convalescent leave in a SNF,
- e. in a psychiatric hospital, or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit

Failure to provide written notification may result in retroactive recovery of assigned service dollars.

5.2.3 PAYMENT PROCEDURES

Payment is based upon a daily rate for each eligible client actually served as documented through CPMS enrollment. Payments will be reduced by the amount of client resources received by the residential program in support of client services provided.

COUNTY will pay for vacancies for people who are eligible to remain CPMS enrolled as follows:

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition 1.1.5), COUNTY will pay:

- 1) up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
 - 2) up to 90 days for people who are on convalescent leave at a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital;
- and

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3) up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit. In all cases, the COUNTY approved Vacancy Plan must include the person returning to the residential facility (specific site) from which they became absent.

In exceptional circumstances, CONTRACTOR may submit a DHS Residential Vacancy Payment Exception Request to the COUNTY. This request must be submitted to the COUNTY within three (3) working days of the termination of the COUNTY approved vacancy payment or termination of CPMS enrollment. This method of payment will be used when COUNTY approved CONTRACTOR Vacancy Plan includes holding a slot for an identified person who will be served in the near future or when CONTRACTOR Prudent Reserve Fund has been depleted. Vacancy payments at this level will follow standard Start Up Funding procedures as outlined in Special Contract Condition Number 19.

COUNTY may unilaterally recover funding for vacancies listed above if the person does not return to the residential facility (specific site) where he/she is enrolled.

COUNTY may periodically adjust funding to reflect the actual services delivered (non vacancy days) as reported in CPMS.

6. DD51-SUPPORTED LIVING PROGRAMS

6.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

6.1.1 SERVICE DESCRIPTION

Supported Living Services (DD51) are individualized supports, delivered in a personalized manner, to people with developmental disabilities. DD51 Services include care, training, and support that promote opportunities for individuals to live in their own homes or apartments, and to be a part of and participate in the communities in which they live.

6.1.2 PERFORMANCE REQUIREMENTS

A. Providers of DD51 Services funded through this Agreement must comply with OAR 309-041-0550 through 309-041-0830, as such rules may be revised from time to time.

B. All individuals receiving DD51 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

C. Providers of DD51 Services funded through this Agreement must comply with Specialized Service Requirement 50A (DD Residential Services).

6.1.3 SPECIAL REPORTING REQUIREMENTS

Direct Care Staff Wages and Turnover. Providers of DD51 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

6.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD51 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD51 Services service capacity made available under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Total Department payment for all DD51 Services service capacity made available under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD51 Services as specified in that line of the Financial Assistance Award.
2. Department will reduce payment for DD51 Services service capacity under a particular line in the Financial Assistance Award by the amount received, as payment of a portion of the cost of the services, by a Provider of DD51 Services from an individual receiving such services with funds awarded in that line of the Financial Assistance Award.

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3. Department will not pay for any units of DD51 Services service capacity made available during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD51 Services service capacity made available under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unavailable capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. Department is not obligated to pay for any DD51 Services service capacity made available that is not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
6. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD51 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD51 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of service capacity identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD51 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD51 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD51 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of service capacity made available under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

6.2 MULTNOMAH COUNTY REQUIREMENTS

6.2.1 SERVICE DESCRIPTION

CONTRACTOR agrees to provide written notice to the Residential Program Development Specialist when an individual receiving services or their payee/guardian is more than 30 days delinquent in meeting the individual's financial obligations defined in the financial agreement.

CONTRACTOR agrees to participate in ISP Team negotiations to determine alternative activities in the event of unemployment of the Supported Employment worker. For the purposes of this contract, unemployment is defined as the individual's vocational agency not providing employment or alternative to employment activities as identified on the individual's ISP.

During the pre-admission and annual staffing, the ISP team will develop a plan for periods of unemployment, including but not limited to:

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1. Options to be provided during periods of unemployment;
2. Clear delineation of the roles of ISP team members;
3. Amount of contact by vocational provider during periods of unemployment (minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);
4. Timelines for implementation of the unemployment plan.

If the vocational provider becomes aware that a supported employment worker may become unemployed, the residential agency administrator and the service coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. The individual or any member of the ISP team can request a meeting:

Vocational agencies 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, unless otherwise agreed upon by the ISP team.

CONTRACTOR shall forward the following written reports regularly to the COUNTY:

Copies of corrected Final Client Offset Information reports.

TO: Operations and Protective Services Unit

DEADLINE: Within one week of receipt of Final Client Offset reports.

Copies of Self-Assessment Checklists and Plans of Improvements for certification by State Department of Human Services.

TO: Residential Program Development Specialist

DEADLINE: 120 calendar days prior to expiration of State certificate.

CONTRACTOR agrees to inform COUNTY Residential Program Development Specialist in writing of any actual or impending vacancies within 3 working days of becoming aware of a vacancy for any of the reasons listed below:

6.2.2 REPORTING REQUIREMENTS

Individual is:

- a. absent without approval or explanation;
- b. on vacation;
- c. incarcerated;
- d. on convalescent leave in a SNF (skilled nursing facility);
- e. in a psychiatric hospital; or
- f. admitted to the Eastern Oregon Training Center (EOTC) Crisis Unit.

Upon the submission and approval of a Vacancy Plan (refer to Special Contract Condition Number 1.1.5), COUNTY will pay:

- up to 30 days for people who experience an unexplained or unapproved absence, are on vacation or are incarcerated;
- up to 90 days for people who are on convalescent leave in a SNF (skilled nursing facility), in a hospital or in a psychiatric hospital; and
- up to 90 days for people who are enrolled at the Eastern Oregon Training Center (EOTC) Crisis Unit.

In all cases, the COUNTY approved Vacancy Plan must include the person returning to the facility (specific site) from which they became absent. COUNTY may unilaterally recover funding for vacancies if the person does not return to the facility where he/she is enrolled.

CONTRACTOR agrees to identify the number of hours of direct service each person will receive per month and enter that information into the Individual Support Plan.

6.2.3 PERFORMANCE REQUIREMENTS

CONTRACTOR agrees to adhere to specific requirements outlined in Attachment A .

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CONTRACTOR agrees to assist individuals in maintaining Medicaid eligibility.

7. DD53 - EMPLOYMENT TRANSPORTATION

7.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

7.1.1 SERVICE DESCRIPTION

Transportation Services (DD53) are public or private transportation provided to individuals with developmental disabilities when: (a) unsubsidized public transportation is not available or not feasible due to the severity of an individual's disability; and (b) transportation is required for effective participation in employment or other services needed by an individual (such as medical/dental and community access).

7.1.2 PERFORMANCE REQUIREMENTS

All individuals receiving DD53 Services funded through this Agreement must also be receiving, at the same time, one or more of the following services funded through this Agreement, unless otherwise authorized in writing by Department: Employment and Community Inclusion Services (DD54), Residential Facilities (DD50) Services, Supported Living Services (DD51), and/or Non-Relative Foster Homes (DD58) Services.

7.1.3 SPECIAL REPORTING REQUIREMENTS

No special reporting requirements.

7.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD53 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial

Assistance Award, as such schedule may be amended from time to time, for DD53 Services service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually made available or utilized), subject to the following:

- 1.Total Department payment for all DD53 Services identified under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD53 Services as specified in the that line of the Financial Assistance Award.
- 2.Department will not pay for any units of DD53 Services during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 3.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD53 Services service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the underutilization and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 4.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD53 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD53 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

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1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD53 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD53 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD53 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule and the number of units specified in that line of the Financial Assistance Award.

7.2 MULTNOMAH COUNTY REQUIREMENTS

7.2.1 TRI-MET - DOOR-TO-DOOR TRANSPORTATION

7.2.1.1 SERVICES

Rides - Subject to scheduling requirements and availability, Tri-Met shall provide rides to individuals as ordered by COUNTY's Transportation Program Development Technician.

Scheduling Requirements - All rides under this agreement shall be scheduled by COUNTY with Tri-Met by noon of the day prior to the ride and in accordance with agreed upon scheduling procedures.

Scope of Service - Tri-Met shall provide door-to-door service and will provide assistance to all passengers upon entering and leaving Tri-Met vehicles. Tri-Met drivers shall not leave individuals at unattended group homes, residence or work site. In such an event, driver shall transport the individual to an alternate site, after consulting residential or vocational agency representative. Tri-Met shall not provide rides for individuals who require ambulance service due to medical disabilities. The COUNTY shall be responsible for informing individuals of the scope of service to be rendered by Tri-Met under this agreement.

Guaranteed Ridership - Hours of guaranteed ridership shall be 6:00 a.m. to 6:00 p.m., Monday through Friday.

Premium Service - Individualized transportation ordered by COUNTY utilizing cab services.

7.2.1.2 COMPENSATION

Payment will be made monthly for individual rides upon submission of required billing. Payment for premium service will be based on actual cab expense.

No-shows will be considered the equivalent of one ride; two late cancellations (rides canceled later than 5:00 p.m. the day preceding the scheduled ride) will be considered the equivalent of one ride.

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. Subtotal of cost for each rider;
- D. Summary of premium rides;
- E. Summary of no-shows and late cancellations.

Tri-Met shall assure sufficient matching funds to continue existing level of ridership.

7.2.1.3 SUBCONTRACTORS

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.

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7.3 TRANSPORTATION - NON-TRI-MET: SCOPE OF SERVICE

CONTRACTOR will provide work transportation for the number of individuals contracted at the contracted rate.

Modes of transportation may include vehicles maintained by CONTRACTOR (door-to-door or curb-to-curb, depending on individual needs), escorting individuals on public fixed route buses or escorting individuals on public door-to-door vehicles.

CONTRACTOR will assess all riders to determine capability for being independent in transport in preparation for annual ISP.

CONTRACTOR may collect \$15.00 per rider per month to offset cost of transportation.

CONTRACTOR will report *within 24 hours*, to COUNTY Employment Program Development Specialist, all traffic accidents, incidents, or tickets that occur when DD funded individuals are passengers.

7.3.1 SPECIAL REPORTING REQUIREMENTS

CONTRACTOR will submit to Employment Program Development Specialist, or their appointee, an itemized statement of services by the 5th of the month following service delivery on the approved COUNTY form. COUNTY reserves the right to adjust CONTRACTOR amount based on such statement. Statement shall include name, dates of service and rates. (Copy included as page 3 of 3.)

7.3.2 CONSIDERATION

COUNTY agrees to pay CONTRACTOR only for those rides provided on or after July 1, 2000 and ordered by COUNTY Employment Program Development Specialist.

7.3.3 SUBCONTRACTS

CONTRACTOR may not enter into subcontracts for work scheduled under this agreement without obtaining prior written approval from COUNTY.

7.3.4 PAYMENT PROCEDURE

Payments are based on the contracted service capacity and may not exceed the total annual contract amount. Funds are disbursed as stated in the agreement.

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SAMPLE INVOICE
DD53 - EMPLOYMENT TRANSPORTATION

VENDOR NAME	ADDRESS	PHONE NO.
INVOICE FOR: _____ Month, _____ Yr INVOICE NO. _____		
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
PASSENGER FIRST NAME/CODE	DATES OF SERVICE	\$ AMOUNT
TOTAL AMOUNT DUE:		
\$		

Return this form no later than the 5th of the month to:

Employment PDS
Multnomah County Developmental Disabilities Services Division
421 SW Sixth Ave., Suite 400
Portland, OR 97204

Signature	Date	OFFICE USE ONLY:
VENDOR NO.	RELEASE ORDER NO.	RELEASE ORDER ITEM NO.
GOODS RECEIPT NO.	SIGNATURE	DATE

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8. DD54 - EMPLOYMENT AND ALTERNATIVE TO EMPLOYMENT SERVICES

8.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

8.1.1 SERVICE DESCRIPTION

Employment and Community Inclusion Services (DD54) are out-of-home employment or community training services and related supports, delivered to individuals aged 18 or older with developmental disabilities, to improve the individuals' productivity, independence and integration in the community.

8.1.2 PERFORMANCE REQUIREMENTS

Providers of DD54 Services funded through this Agreement must comply with OAR 309-047-0000 through 309-047-0140, as such rules may be amended from time to time.

All individuals receiving DD54 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

Vacancy Reserve Fund: The Board of Directors (or other governing authority, as applicable) of each DD54 Provider of services funded under this Agreement must define, establish, and maintain a "vacancy reserve" fund in an amount sufficient to ensure that the Provider can continue to provide services that meet applicable statutory, administrative rule, and contract requirements when payments are reduced due to vacancies. If the reserve fund falls below the level established by the Board/governing authority, the Board/governing authority must develop and implement a plan to replenish the reserve fund in a timely manner. Each DD54 Provider of services funded under this Agreement must include a line item on its routine financial statements that documents the status of its vacancy reserve fund.

Providers of DD54 services funded through this Agreement may not expend any funds received through this Agreement to cover any of the following costs arising from or related to the work of individuals receiving DD54 Services funded through this Agreement or the goods or services produced thereby: (1) the wages of individuals receiving DD54 Services funded through this Agreement; (2) other indirect labor costs; (3) supply, equipment or marketing costs; or (4) other production costs.

8.1.3 SPECIAL REPORTING REQUIREMENTS

Attendance Records, and Reporting Absences and Termination Services:

1. Providers of DD54 Services funded through this Agreement shall maintain daily attendance records for all individuals receiving DD54 Services funded through this Agreement, and make such records available to Department upon request. For purposes of DD54 Services, an individual shall be considered in attendance only when one of the following conditions is met:
 - a. The Provider is actively involved in initial planning and assessment activities, including development of the individual's "Individual Support Plan" ("ISP") as defined in OAR 309-041-1 300 through 309-041-1 370, as such rules may be revised from time to time, prior to implementation of the ISP. Such planning activity performed on behalf of the individual shall be noted on the attendance sheet. The maximum period of time for which this activity may be defined as "attendance" is 15 consecutive days, beginning with the date the individual is first enrolled in the Provider's services; or
 - b. The individual is at the Provider's site, or at the individual's work site, for the days and hours specified in the individual's ISP; or
 - c. The individual is absent for not more than 30 consecutive days as a result of approved sick leave, approved vacation, or incarceration and it has not been determined that the individual will not be returning to Provider's services; or
 - d. The individual is absent for not more than 90 consecutive days as a result of being on convalescent leave or leave under the Family and Medical Leave Act, admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center and it has not been determined that the individual will not be returning to the Provider's services; or
 - e. The Provider is actively involved in job development activity for the individual while that individual is temporarily unemployed, and that job development activity has been reviewed and approved by the ISP Team, as defined in OAR 309-041-1300 through 309-041-1370, as such rules may be revised from time to time. Job development performed on behalf of the individual shall be noted on the attendance sheet. The maximum amount of time that a temporarily unemployed individual may be reported as in attendance,

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while job development services are being provided, is 90 consecutive calendar days, unless the ISP Team approves continued job development for up to an additional 45 day period.

2.County must notify Department when an individual enrolled in DD54 Services in CPMS is anticipated to be absent as a result of leave under the Family and Medical Leave Act, incarceration, or admittance to either a psychiatric hospital or Department's Crisis Unit at the Eastern Oregon Training Center.

Information required in this section must be reported, in accordance with procedures designated by Department, to the Department's Office of Developmental Disability Services (ODDS) Information & Data Unit, no later than five (5) days after the first day of the individual's absence.

3.An individual enrolled in CPMS in DD54 Services must be reported in CPMS as terminated from a Provider's 00 54 Services, when the individual is not in attendance as defined in this Service Description. The CPMS termination date must be listed as the individual's last day of attendance in that Provider's services.

Employment Outcomes Systems (EOS): Providers of DD54 Services funded through this Agreement shall submit reports, as part of the Department's Employment Outcomes System (EOS), that include data that measure individual and program outcomes. Reports must be completed semi-annually, following instructions provided by Department.

Direct Care Staff Wages and Turnover Providers of DD54 Services funded through this Agreement must report staff wages and turnover data using forms and procedures designated by Department. Data must include the following information about direct care staff: number of positions; number of vacancies and new hires; average wages and benefits paid; hours of overtime; and such other information as Department reasonably requests. Data must be compiled separately for each month.

8.1.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD54 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD54 Services delivered (services will only be considered delivered to individuals "in attendance" as described above) under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

- 1.Total Department payment for all DD54 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD54 Services as specified in the that line of the Financial Assistance Award.
- 2.If a unit of DD54 service is not delivered for the entire month, the payment with respect to that unit will be prorated for that month.
- 3.Department will not pay for any units of DD54 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
- 4.If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD54 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
- 5.Department is not obligated to pay for any DD54 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.
- 6.The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD54 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

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Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD54 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.
2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD54 Services.
3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD54 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD54 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

Exceptions to pay for vacancies: In exceptional circumstances, the Department may agree to pay for delivery of DD54 Service capacity that is not utilized, as opposed to the normal DD54 Services payment methodology which provides only for payment for DD54 Services actually delivered. Exceptional circumstances include: (i) when Department agrees to pay for unutilized DD54 Service capacity in order to ensure the availability of DD54 Services for a particular individual in the near future; or (ii) when unexpected financial difficulties are encountered by a particular Provider as a result of an unusually high rate of unutilized service capacity in that Provider's system, through no fault of that Provider. Department will award, pay, disburse and settle funds for unutilized DD54 Service capacity in service element DD57 (DD Special Projects, Start-Up).

8.2 MULTNOMAH COUNTY REQUIREMENTS

8.2.1 PERFORMANCE REQUIREMENTS

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

No supported employment site shall exceed eight individuals without written consent from COUNTY Employment Program Development Specialist. CONTRACTOR agrees to provide ongoing support to individuals in individual jobs at a level which maximizes integration, independence and productivity.

CONTRACTOR will provide a minimum 25 hours of service per week per individual, unless otherwise determined by Individual Support Plan (ISP) team and approved by the Employment Program Development Specialist.

CONTRACTOR will provide a report once each quarter of the number of service hours provided weekly to each consumer during a specified 30-day period during that quarter. Forms with specified reporting period will be provided by COUNTY Employment Development Specialist.

CONTRACTOR is jointly responsible with COUNTY Service Coordinator for including transportation assessments during the annual ISP. CONTRACTOR is responsible to see that individuals are referred for mobility training through COUNTY Service Coordinator.

When a CONTRACTOR declines to serve an individual after review of a referral packet, CONTRACTOR must provide written notification to the Employment Program Development Specialist explaining in reasonable detail why the individual cannot be served. If the individual's disability/disabilities is/are a factor in CONTRACTOR'S decision not to serve the individual, the written notification must explain in detail which essential job function(s) the individual is unable to perform even with reasonable accommodation. This notification must be provided within 30 days of receipt of referral packet.

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8.2.2 CLOSURE

For employment and alternative to employment services that do not involve a host employer or site, the following may apply:

CONTRACTOR may discontinue regular programs for staff in-service training days no more than four days each fiscal year, and no more than one day per quarter. COUNTY Employment 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 in-service 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 Employment Program Development Specialist, of the identified holidays.

CONTRACTOR will obtain approval from COUNTY Employment Program Development Specialist 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 Portland 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.

8.2.3 INDIVIDUAL/SLOT MOVEMENT

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

Individual and his/her guardian express a desire to be served elsewhere;

B. ISP team majority decision supports this choice; (for the purpose of this vote, the following ISP team members receive one vote: the individual or advocate, family member, residential provider representative, vocational provider representative and service coordinator -- a total of five votes possible.)

Any member of the ISP team may appeal the decision to allow an individual to exit with funding. The appeal must be made in writing to the Multnomah County Developmental Disabilities Services Division Director. Appeal procedures will comply with Oregon Administrative Rule 309-047-0070.

CONTRACTOR may subcontract for no more than 30 days. All subcontract arrangements must purchase a similar service from a qualified vendor, receive ISP Team approval and be approved in writing by the COUNTY Employment Program Development Specialist.

8.2.4 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 employment or 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, including but not limited to:

Options to be provided during periods of unemployment;

Clear delineation of ISP team member roles;

Amount of contact by CONTRACTOR during periods of employment; (Minimum contact during unemployment is 1 hour per week of face-to-face contact, unless otherwise agreed upon by the ISP team);

Timelines for implementation of the unemployment plan;

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Vocational agencies that are funded for one-to-one staff for an individual will continue to provide one-to-one staff for the person during periods of unemployment, unless agreed upon by the ISP team and approved by the Employment Program Development Specialist.

If CONTRACTOR becomes aware that a supported employment worker may become unemployed, the residential agency administrator and COUNTY Service Coordinator will be verbally notified within one working day, at which time it will be determined if an ISP meeting to modify the unemployment plan is necessary. An interim plan for what to do prior to the ISP meeting may be arranged at this time. Any member of the ISP team can request a meeting.

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 funding to another contractor. COUNTY reserves the right to retain funding during this 60 day period.

8.2.5 ALTERNATIVES TO EMPLOYMENT SERVICES

Alternatives to Employment Services are services which have as a primary goal(s) addressing the academic, recreational, social, and/or therapeutic needs of the individual it serves and are conducted away from the individual's residence.

CONTRACTOR may expend DD54 funds to provide a minimum of 20 hours per week of alternative to employment services only if it is the individual's or ISP team's choice of alternatives and ISP Team approves the ATE plan provided by CONTRACTOR.

9. DD56 - RENT SUBSIDY

9.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Rent Subsidies (DD56) are financial subsidies for rent and/or other housing-related costs for individuals receiving Department-funded developmental disability residential services. DD56 Services may be provided when an eligible individual's room and board costs exceed the amount that can be billed to the individual's federal Supplemental Security Income (SSI), and other resources, such as federal housing subsidies, are either unavailable or insufficient to cover the individual's household expenses. The funds awarded for DD56 Services may only be expended on the following costs incurred by eligible individuals or arising in a facility where eligible individuals reside:

- rent or mortgage costs;
- utility costs (including heat, electricity, basic cable television, water, sewer, sanitation services, and basic telephone costs);
- fire and liability insurance on the facility;
- maintenance and cleaning supplies/services;
- maintenance, repair or replacement of household appliances, furnishings or fixtures;
- capital expenditure on personal and/or real property needed for the facility;
- other similar costs approved in writing by Department.

A. All individuals receiving DD56 Services funded through this Agreement must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. Providers of DD56 Services funded through this Agreement must apply for "Section 8" or other housing subsidies available through the applicable local housing authority, for the individuals to whom the Provider furnishes DD56 Services under this Agreement, and/or for the residential sites at which such individuals reside. For each individual or facility, Providers must apply for the "Section 8" or other housing subsidies within sixty (60) days of the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility or, if later than sixty (60) days after the date the Provider begins providing DD56 Services funded through this Agreement to an individual or with respect to a facility, at the first opportunity as set by the local housing authority to submit applications.

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9.1.2 SPECIAL REPORTING REQUIREMENTS

A. Notification that other subsidies have been obtained: Providers of DD56 Services funded through this Agreement must provide written notification to Department's Office of Developmental Disability Services within two weeks (14 days) after any approvals of Section 8 or any other housing subsidies for individuals and/or facilities described above. Such notification must include, at a minimum:

1. The names of individuals and/or facilities for which subsidies have been approved;
2. The sources and amounts of the subsidies itemized by individual and/or by facility;
3. The effective dates of the subsidies.

B. Application for new or renewed DD56 Services: The award for DD56 Services in this Agreement is established through negotiations between Department and County. Department may, at its discretion, develop a standardized application form to be completed prior to any new or expanded award and, periodically (but no more frequently than annually), to justify continuation of DD56 funding under this Agreement. Any such applications must be completed using forms and procedures designated by Department.

9.1.3 PAYMENT PROCEDURES

A. Basis of payment: Department payment for DD56 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD56 Service capacity identified under that line of the Financial Assistance Award during the period specified in that line (whether or not such service capacity is actually utilized), subject to the following:

1. Department may reduce DD56 payments by any Section 8 or other housing subsidy amounts approved for the same individuals and/or facilities subsidized by Department under this Agreement.
2. Total Department payment for all DD56 Services identified in a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD56 Services as specified in that line of the Financial Assistance Award.
3. Department will not pay for any units of DD56 Service capacity during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.
4. If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD56 Service capacity utilized under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the unutilized capacity and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.
5. The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD56 Services, Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

B. Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD56 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1. Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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2. Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD56 Services.

3. Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD56 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

C. Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD56 Services under a particular line of the Financial Assistance Award and amounts due for such services based on the rate or rates set forth in the Developmental Disability Rate Schedule, and the number of units specified in that line of the Financial Assistance Award.

10. DD57 – DD SPECIAL PROJECTS

10.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

10.1.1 SERVICE DESCRIPTION

Developmental Disability Special Projects (DD57) are developmental disability services within the scope of ORS 430.630. DD57 Services are generally onetime-only or time-limited activities, and may include: provision of training to Providers of Department funded developmental disability services; demonstration or emergency services; activities and expenditures necessary to prepare for implementation of new or revised services ("Start-Up" activities); other services as deemed appropriate by Department.

10.1.2 PERFORMANCE REQUIREMENTS

Providers of DD57 Services funded through this Agreement must comply with performance requirements applicable to the particular DD57 Services provided and as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award. Requirements may include the following:

- A. Services to be provided;
- B. The minimum number of individuals to be served, if applicable;
- C. Any tangible products to be produced and delivered to Department;
- D. Any other requirements the accomplishment of which is to be monitored in order to determine the County's minimum performance under this Agreement; and/or
- E. Any expenditure requirements or limitations.

10.1.3 SPECIAL REPORTING REQUIREMENTS

- A. Providers of DD57 Services funded under this Agreement must submit special programmatic and other reports applicable to the particular DD57 Services provided as specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award.
- B. Expenditure reports: For each DD57 Special Project funded under this Agreement for which the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award indicates that the basis of payment is reimbursement for actual expenditures, County shall submit the following expenditure reports to Department with respect to the project : a) Interim report of actual revenue and expenditures for the period beginning on the date funds are first disbursed under this Agreement for the project and ending on the next July 1, due by August 31 following that July 1; and b) Final report of actual revenues and expenditures during the term of this Agreement,, due within 45 days after the expiration or termination of the Agreement, whichever is earlier.

Expenditure reports must be prepared: a) separately for each Special Project funded through this Agreement; and b) using forms and/or procedures designated by Department.

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10.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD57 Services in different ways, summarized as follows, and explained below:

Type of Award (Column 4 or Column 5 of Financial Assistance Award)	"Part" Code in Column One of Financial Assistance Award	Basis of Payment	Disbursement of Funds
Approved Service Funds	A	Delivery of services	Monthly allotments
Approved Service Funds	A	Reimbursement for actual expenditures	Monthly allotments
Approved Service Funds	C	Delivery of product	Invoice required
Approved Service Funds	C	Reimbursement for actual expenditures	Invoice required
Approved Start-Up	C	Reimbursement for actual expenditures	"Request for Payment of Start-Up Funds" required

A. DD57 "Approved Services Funds" (funds listed in Column 4 of the Financial Assistance Award)

1. Basis of Payment

a. Payments based on the amount specified in the Financial Assistance Award and delivery of services Unless otherwise specified in an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, Department payment of DD57 funds identified in a particular line of the Financial Assistance Award will be made at the rate or rates set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award for services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the conditions in section IV.C of this service description.

b. Expenditure-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on reimbursement for actual expenditures incurred in delivering DD57 Services under that line of the Financial Assistance Award during the period specified in that line and made in accordance with a line-item budget set forth in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

c. Product-based payments: For each DD57 award in a particular line of the Financial Assistance Award for which an applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award so indicate, Department payment will be based on delivery of the product that conforms with the requirements for that product as specified in the applicable Specialized Service Requirement or Special Conditions in the Financial Assistance Award, subject further to the conditions in section IV.C of this service description.

2. Disbursement of funds:

a. Part A Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with an "A" in column one to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

1) Department, may, at its discretion, reduce the monthly allotments based on under delivery of services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

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- 2) Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD57 Services.
- 3) Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD57 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.
- b. Part C Awards: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse funds awarded for DD57 Services in a particular line of the Financial Assistance Award with a "C" in column one to County upon Department's receipt of County's properly completed invoice and completion of work to Department's satisfaction.

B. DD57 "Approved Start-Up" (funds listed in Column 5 of the Financial Assistance Award)

1. Basis of Payment Department payment for DD57 Services funded as Approved Start-Up in a particular line of the Financial Assistance Award and delivered under this Agreement is based on reimbursement for actual allowable expenditures incurred by a Provider in delivering DD57 Services under that line of the Financial Assistance Award during the term of this Agreement, subject to the requirements in Department's Financial Procedures Manual.

2. Disbursement: Department will disburse DD57 Approved Start-Up funds specified in a particular line of the Financial Assistance Award upon Department's receipt of County's properly completed "Request for Payment of Start-Up Funds", subject to the requirements in Department's Financial Procedures Manual.

C. All DD57 Funds: In addition to the payment procedures specified separately above, for DD57 Approved Service Funds, and DD57 Approved Start-Up, the following payment procedures apply to all DD57 funds included in the Financial Assistance Award:

1. Basis of payment

a. Total payment for all DD57 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD57 Services as specified in that line of the Financial Assistance Award.

b. Department is not obligated to pay for any DD57 Services that are not properly reported to Department through a method permitted or required by an applicable Specialized Service Requirement, a Special Condition in the Financial Assistance Award, or, in the case of "Approved Start-Up" funds, the Department's Financial Procedures Manual, by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

2. Contract Settlement. Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements for DD57 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the appropriate basis of payment, as described above.

11. DD58 NON-RELATIVE FOSTER HOMES

11.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

11.1.1 SERVICE DESCRIPTION

DD Non-Relative Foster Homes (DD58) are residential care and services delivered in Foster Homes, as defined in OAR 309-040-0000 through 309-040-0100 and OAR 413-200-0100 through 413-200-0230 (as such rules may be revised from time to time), to individuals with developmental disabilities. DD58 Services include: 24-hour supervision, the provision of room and board, and assistance with the activities of everyday living, from grooming and eating to participation in leisure activities and access to services which help the individuals develop appropriate skills to increase or maintain their level of functioning.

11.1.2 PERFORMANCE REQUIREMENTS

- A. All individuals receiving DD58 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.
- B. County must assist Department in licensing homes providing DD58 Services funded by Department and serving individuals aged 18 and over, and in certifying homes providing DD58 Services funded by Department and serving individuals under 18 years of age, by performing the following tasks within timelines required in the above-referenced administrative rules:

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1. For new licenses and certifications, inspection of the homes, and completion and submission to Department of the following forms, as prescribed by Department: (a) Foster Home License or Certification Application; (b) Foster Home Inspection Form; (c) Criminal History Check; and (d) any other information necessary for licensing or certifying the residences.

2. For renewal of existing licenses and certifications, inspection of the homes, and completion and submission to Department of the Foster Home License/Certification Evaluation Forms.

3. Assistance to currently-licensed and potential new foster homes providing DD58 Services for individuals aged 18. and over, to meet statutory requirements for training and testing, by:

- a. Maintaining and distributing copies of Department's "Basic Training Course and Self-Study Manual" and associated video tapes;
- b. Making test site(s) available, administering tests provided by Department, and mailing completed tests promptly to Department for scoring.

Department will make the final determination on issuance and renewal of licenses and certifications, based on information submitted by the homes and as required above.

C. County must provide DD48 Services (case management, including protective services as needed) to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD58 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 309-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

D. County must comply with Specialized Service Requirement 50A.

11.1.3 SPECIAL REPORTING REQUIREMENTS

County shall submit forms as required by Department to initiate, maintain, and terminate payments to providers for DD58 Services funded by Department.

11.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD58 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Non-Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD58 lines that contain a "B" in column one. The Non-Relative Foster Home Limitation is paid by Department directly to service providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rates must be reasonable under the facts and circumstances in existence at the time each rate is set including but not limited to the state of the market for DD58 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD58 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD58 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with III (G) in Special Reporting Requirement of this Agreement.

B. County shall not authorize, in aggregate, payments for DD58 Services funded by Department in excess of the Non-Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate will be prorated for any month in which the individual is not served for a portion of the month.

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D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Non-Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD58 Services authorized by County will exceed the amount of the Non-Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Non-Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in the funds awarded for the other DD service or services and the increase in the Non-Relative Foster Home Limitation.

F. Department is not obligated to pay for any DD58 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

12. DD59 RELATIVE FOSTER HOMES

12.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

12.1.1 SERVICE DESCRIPTION

DD Relative Foster Homes (DD59) are residential care and services delivered to individuals aged 18 or older with developmental disabilities who are family members of the DD59 Services Provider. DD59 Services include: 24 hour supervision, the provision of room and board, assistance with the activities of everyday living, from grooming and eating to participation in leisure activities, and access to services that help the individuals develop appropriate skills to increase or maintain their level of functioning.

For purposes of this service description, "family member" and "relative" mean natural parent, child, sibling, adopted child, adoptive parent, stepparent, stepchild, stepbrother, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

12.1.2 PERFORMANCE REQUIREMENTS

A. All individuals receiving DD59 Services funded by Department must be eligible for developmental disability services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time.

B. An individual may receive DD59 Services funded by Department only if:

1. The individual was receiving DD59 Services funded by Department on June 30, 2001; or
2. County receives prior written approval from Department for the individual to receive DD59 Services funded by Department beginning on or after July 1, 2001.

C. County must provide DD48 Services (Case Management, including protective services as needed), to individuals in the County (or in the region served by the CMHP operated by or contractually affiliated with the County, whichever area is larger) receiving DD59 Services funded by Department. County must provide the DD48 Services in accordance with OAR 309-041-0375 through 30-041-0480, as such rules may be revised from time to time. Funding for these required case management services is included in the funds awarded for DD48 Services in the Financial Assistance Award.

12.1.3 SPECIAL REPORTING REQUIREMENTS

A. Provider Information: County shall provide the following information, in writing to Department's Office of Developmental Disability Services Licensing Unit, as necessary for Department to enter into, renew, or terminate direct contracts between Department and providers of DD59 Services funded by Department:

1. Requests for contracts with new DD59 providers must be submitted at least 60 days prior to the first day of DD59 Services funded by Department;
2. Requests to renew contracts for existing DD59 providers must be submitted at least 60 days prior to the date of termination of the respective existing contract(s); and

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3. Requests to terminate contracts must be submitted no later than 30 days after termination of DD 59 Services funded by Department.

B. Payment Forms: County shall submit forms as required by the local branch of the Department's Senior and Disabled Services Division or other office designated by Department, to initiate, maintain, and terminate payments to providers for DD59 Services funded by Department.

12.1.4 PAYMENT PROCEDURES

The Department provides financial assistance for DD59 Services solely through Department funds that are not paid, disbursed, or settled under this Agreement. These funds (the "Relative Foster Home Limitation") are set forth in the Financial Assistance Award on DD59 lines that contain a "B" in column one. The Relative Foster Home Limitation is paid by Department directly to service Providers based on monthly rates authorized by County, subject to the following:

A. All payment rates authorized by County must meet the following requirements:

1. The rate must be reasonable under the facts and circumstances in existence at the time each the rate is set, including but not limited to the state of the market for DD59 Services in the geographic area in which the services will be delivered and the needs of the particular individual receiving services;

2. County may: (i) set different rates for delivery of DD59 Services to different individuals; and (ii) revise existing rates to reflect cost of living adjustments or other scheduled increases in payments for DD59 Services to the extent approved or authorized by the Oregon Legislative Assembly or the Legislative Emergency Board.

3. County must document its methodology for determining a particular rate and furnish such documentation to Department upon request. County shall retain such documentation in accordance with section III(G) of this Agreement.

B. County shall not authorize, in aggregate, payments for DD59 Services funded by Department in excess of the Relative Foster Home Limitation (as defined above). Total aggregate payments means the total of all monthly service payments authorized before reducing payments to account for client resources received by a provider in support of client care and services provided.

C. The monthly rate may be prorated for any month in which the individual is not served for a portion of the month.

D. Payments will be reduced (offset) by the amount of client resources received by the Provider in support of client care and services provided.

E. The Relative Foster Home Limitation is included in this Agreement for budgetary purposes. If Department anticipates that payments for DD59 Services authorized by County will exceed the amount of the Relative Foster Home Limitation, Department may unilaterally reduce the award of funds, as set forth in the Financial Assistance Award, for any other DD service or services to the extent necessary to offset the Department's general fund cost of the payments authorized by County in excess of the Relative Foster Home Limitation. County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect the reduction in funds awarded for the other DD service or services and the increase in the Relative Foster Home Limitation.

Department is not obligated to pay for any DD59 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 60 days after expiration or termination of this Agreement, whichever date is earlier.

13. SPECIAL RATE SERVICE RECIPIENTS

13.1 SERVICE DESCRIPTION

Special rate service recipients are non-Community Integration Project (CIP) individuals to whom specific dollar amounts have been allocated for their service needs. These service dollars follow the individual throughout the service system and may be withdrawn in the event a change in CONTRACTOR occurs. Special rate service recipients will be designated by their CPMS number in the contract.

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13.2 MULTNOMAH COUNTY REQUIREMENTS

CONTRACTOR agrees to adhere to the individualized service plans and rates for special rate service recipients.

14. SYSTEMWIDE BROKERAGE SERVICES

14.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

14.1.1 SERVICE DESCRIPTION

The brokerage of funds is an administrative support service for individuals with developmental disabilities, their families, and the community programs that serve them.

The following funding categories are brokered: Adults' and Children's Short Term Diversion - DD44; Nursing Home Project - DD45; Community Waitlist SILP - DD47; Mobility Support - DD53; Moving Assistance; County General Fund - CGF; Diversion Administration - DD57; Training Respite - DD57; and Residential Support - DD57.

14.2 PERFORMANCE REQUIREMENTS

14.2.1 GENERAL

Upon receipt of written authorization by the COUNTY staff designated to authorize for each funding category, CONTRACTOR shall generate and manage a service agreement with the provider. At a minimum, the service agreement shall identify funding category, service type, consumer name, maximum amount authorized, authorization termination date, and deadline for billing. Service agreements shall inform providers that they must bill for services within 30 days after authorization termination date or they will not be reimbursed, since all authorizations are void at that time. If services have not been completed by authorization termination date but are still needed, the provider must ask the COUNTY Developmental Disabilities Services Division Service Coordinator or Family Consultant to request a new authorization and must wait to obtain approval before providing services. Service agreements must specify that CONTRACTOR will not reimburse more than the authorized amount.

When an authorization expires, CONTRACTOR shall notify provider in writing that no additional services may be provided and that billing must occur within 30 days. A copy of this notification shall be sent to the COUNTY Developmental Disabilities Service Division Service Coordinator or Family Consultant.

CONTRACTOR shall assign, at a minimum, 1.0 full time equivalent staff (FTE) to provide brokerage services. CONTRACTOR shall be flexible in response to payment requests. CONTRACTOR staff shall be available during business hours to receive authorizations from the COUNTY. Checks typically need to be disbursed once per week, however, on rare occasions, a check may need to be made available within a few hours.

Consultant Evaluation Process - CONTRACTOR to inform Service Coordinators/Family Consultants when an authorized service has been provided and the subsequent need for an evaluation. CONTRACTOR to use accumulated evaluation data to provide COUNTY with reports reflective of consumer satisfaction by consultant and with assigned service elements.

This funding is authorized by the COUNTY Developmental Disabilities Services Division work units.

If a provider has not already been selected by the COUNTY Developmental Disabilities Services Division Family Consultant, CONTRACTOR shall match a provider from the provider pool with the particular service need. If CONTRACTOR selects the provider, CONTRACTOR will inform the COUNTY Family Consultant prior to finalizing the match.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor. This summary shall include: individual served, service type authorized, provider name, amount authorized, amount paid, service period (dates), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Children's Consultation fund, total authorized, total expenditures, total remaining uncommitted.

14.2.2 PAYMENT PROCEDURES

Basis of payment for all brokered services is reimbursement for actual expenditures. Funds will be disbursed through equal monthly allotments. Cumulative payments will not exceed total annual amount for each contract year. Monthly allotments will be adjusted to actual expenditures as reported on Department of Community and Family Services Monthly Expenditure Report forms. Expenditures

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will include payments made to providers and reasonable itemized administrative expenses. Payment procedures and reports will follow existing COUNTY Department of Community and Family Services Requirements as outlined in the General Conditions for this contract.

Contractor is allocated an administrative flat fee of \$3,377.00 per month (this amount includes brokering of Diversion, which is reimbursed at a set amount of \$6,003.48 for the entire period of this contract). Administrative fees for Diversion are paid from DD57. All other service element administrative fees are paid from that service element, as negotiated in the annual contract with COUNTY.

14.3 MOBILITY SUPPORT (DD53)

Funding which pays for mobility training of adult consumers to enable them to travel independently to and from their COUNTY Developmental Disabilities Services Division funded day program and emergency non-medical transportation. CONTRACTOR shall pay for mobility training for consumers as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. CONTRACTOR shall pay for emergency non-medical transportation as authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist. The COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant shall locate and select the provider.

CONTRACTOR shall assure that Mobility Trainers submit a final report to the consumer's COUNTY Developmental Disabilities Services Division Service Coordinator/Family Consultant within thirty days of completion of the mobility training. This report shall describe the outcome of the training (including progress made, future recommendations, assessment of the consumer's ability to travel independently). Final payment will not be made until report is received or when authorized by the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Employment Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid (with number of mobility training hours indicated), date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorization. In addition, financial data shall be aggregated to provide: Total annual amount in the Mobility Support fund, total authorized, total expenditures, total remaining uncommitted.

14.4 COMMUNITY WAITLIST SILP (DD47)

Funding authorized to be paid for consultants to provide support services to adults in their own homes (i.e. counseling, budgeting, behavior intervention, etc.). CONTRACTOR shall make payment for Community Waitlist SILP services as allocated by the COUNTY Developmental Disabilities Services Division Service Allocation Team (SAT) and authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist. COUNTY Developmental Disabilities Services Division Service Coordinator shall locate a provider and match the provider with the service need.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Support Services Supervisor and Residential Program Development Specialist by the 10th of the following month. This summary shall include: individual served, provider, amount authorized, service period (dates), amount paid, date paid, and amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to include: Total annual amount in the Community Waitlist SILP fund, total authorized, total expenditures, and total remaining uncommitted.

14.5 NURSING HOME SUPPORT (DD45)

14.5.1 SERVICE DESCRIPTION

Nursing Facility Specialized Services (DD45) are individualized habilitation Services for persons with developmental disabilities residing in "Nursing Facilities", as defined in OAR 309-048-0005, as such rule may be revised from time to time. These Services are to be integrated with, but are in addition to, care the Nursing Facility is required to provide.

14.5.2 PERFORMANCE REQUIREMENTS

Services to be Provided: DD45 Services funded through this Agreement must be directly tied to the findings of assessment(s) of the service needs of individuals receiving the DD45 Services, including service needs identified in the "Pre-Admission Screening" or "PAS" level II assessment, which is defined, for purposes of this Service Description, as the current version of the "Pre-Admission Screening/ Annual Resident Review" or "PASARR", required by OAR 309-048-0050 through 309-048-0130, as such rules may be

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revised from time to time. Additional assessments, including the "Minimum Data Set" or "MDS" which Nursing Facilities much complete for all residents, may be used to identify or clarify additional service needs.

Eligibility for Services: All individuals receiving DD45 Services funded through this Agreement must have been determined, through the Pre-Admission Screening process, to: (1) be eligible for developmental disability Services, with eligibility determined in accordance with OAR 309-041-0415, as such rule may be revised from time to time; (2) require Nursing Facility Services; and (3) require specialized habilitation Services specifically related to the individuals' developmental disabilities.

Minimum Hours of Service: Providers of DD45 Services funded through this Agreement must provide at least 28 hours of direct Service per month to each individual receiving DD45 Services funded through this Agreement, unless one of the following applies:

A reduced number of hours of Service per month has been approved in writing by Department's Office of Developmental Disability Services. Time to transport an individual receiving DD45 Services to community activities and events may be included in computing the hours of Service.

For the first month that an individual is enrolled in CPMS in a Provider's DD45 Services, assessment of the individual's habilitation needs, and developing a plan to meet those needs, may be provided in lieu of all or part of the 28 hours of Service.

Record keeping:

Providers of DD45 Services funded through this Agreement must maintain a case record for each individual served, that includes: documentation of enrollment in DD45 Services in CPMS; copies of Incident Reports, as defined in OAR 309-041-0405, as such rule may be revised from time to time; and a copy of the Nursing Facility Rehabilitation Plan as required in OAR 411-086-0220, as such rule may be revised from time to time, including a description of the specific habilitation services to be provided with DD45 funds.

14.5.3 SPECIAL REPORTING REQUIREMENTS

County must provide written notification to Department's Office of Developmental Disability Services Regional Coordinator assigned to County, within 14 days after an individual receiving DD45 Services funded through this Agreement dies or moves out of a Nursing Facility.

An individual enrolled in CPMS in DD45 Services must be reported in CPMS as terminated from a Provider's Services when the individual who is still residing in a Nursing Facility has not received DD45 Services for more than 30 consecutive days.

14.5.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD45 Services identified in a particular line of the Financial Assistance Award will be made at the monthly rate or rates set forth on the Developmental Disability Rate Schedule attached to the Financial Assistance Award, as such schedule may be amended from time to time, for DD45 Services delivered under that line of the Financial Assistance Award during the period specified in that line, subject to the following:

Total Department payment for all DD45 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD45 Services as specified in that line of the Financial Assistance Award.

Department will not pay for any units of DD45 Services delivered during a particular month under a particular line of the Financial Assistance Award in excess of the number of units specified in that line of the Financial Assistance Award.

If at the end of any month during the period specified on a particular line of the Financial Assistance Award the cumulative-to-date monthly average of DD45 Services delivered under that line of the Financial Assistance Award falls below 95% of the number of units specified in that line of the Financial Assistance Award, Department may unilaterally reduce the number of units specified in that line of the Financial Assistance Award consistent with the under delivery and County shall execute and deliver to Department an appropriate amendment to the Financial Assistance Award to reflect that reduction.

Department is not obligated to pay for any DD45 Services that are not properly reported through CPMS (or through other method required or permitted by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of this Agreement, whichever date is earlier.

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The rate or rates specified in the Developmental Disability Rate Schedule will be identified by Provider, may vary from Provider to Provider and may be changed by amendment to the Financial Assistance Award. The rate or rates specified in the Developmental Disability Rate Schedule are not tied to any particular line in the Financial Assistance Award and County is not required to contract for Service delivery with any particular Provider identified in the Developmental Disability Rate Schedule; provided, however, that, in aggregate across all lines of the Financial Assistance Award that award funds for DD45 Services,

Department will not pay any rate specified in the Developmental Disability Rate Schedule for a particular month for more than the number of units specified at that rate for that month.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD45 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department, may, at its discretion, reduce the monthly allotments based on under delivery of Services identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD45 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD45 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

Contract Settlement: Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD45 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on the rate or rates set forth in the Developmental Disability Rate Schedule, the number of units specified in that line of the Financial Assistance Award and the amount of Services actually delivered under that line of the Financial Assistance Award during the period specified on that line, as properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.6 SHORT-TERM DIVERSION (DD44)

14.6.1 SERVICE DESCRIPTION

Diversion Services (DD44) are services delivered to individuals who are eligible for, and at imminent risk of, civil commitment under Oregon Revised Statutes (ORS) Chapter 427, or to children with developmental disabilities who are at imminent risk of out-of-home placement. The purpose of DD44 Services is to maintain the individual in the community or the child in the home, but services may include temporary out-of-home placement. DD44 Services include, but are not limited to:

professional consultation; assessment and evaluation; adaptive equipment; respite care; adaptations to eligible individuals' residences to increase accessibility or security; short-term residential and/or vocational services; added staff supervision; and other Services necessary to maintain the individual in the community or the child in the home.

14.6.2 PERFORMANCE REQUIREMENTS

Providers of DD44 Services funded through this Agreement must comply with the requirements of OAR 309-041-0300 through 309-041-0335, as such rules may be revised from time to time.

All individuals receiving DD44 Services funded through this Agreement must be eligible for, and at imminent risk of, civil commitment under ORS Chapter 427, or must be children with developmental disabilities who are at imminent risk of out-of-home placement.

14.6.3 SPECIAL REPORTING REQUIREMENTS

There are no special reporting requirements.

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14.6.4 PAYMENT PROCEDURES

Basis of payment: Department payment for DD44 Services identified in a particular line of the Financial Assistance Award is based on reimbursement for actual expenses incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of the Agreement, subject to the following:

Total Department payment for all DD44 Services delivered under a particular line of the Financial Assistance Award shall not exceed the total funds awarded for DD44 Services as specified in that line of the Financial Assistance Award.

Department is not obligated to pay for any DD44 Services that are not properly reported to Department through CPMS (or through other method permitted or required by this Service Description or an applicable Specialized Service Requirement) by the date 45 days after expiration or termination of the Agreement, whichever date is earlier.

Disbursement of funds: Unless a different disbursement method is specified in that line of the Financial Assistance Award, Department will disburse the funds awarded for DD44 Services in a particular line of the Financial Assistance Award to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award, subject to the following:

Department may, at its discretion, reduce the monthly allotments based on under expenditures identified through CPMS or through other reports required or permitted by this Service Description or an applicable Specialized Service Requirement.

Department may, at its discretion, adjust monthly allotments to meet cash flow requirements for continued delivery of DD44 Services.

Department may, at its discretion, adjust monthly allotments to reflect changes in the funds awarded for DD44 Services on that line of the Financial Assistance Award as a result of amendments to the Financial Assistance Award.

14.6.5 CONTRACT SETTLEMENT

Contract settlement will reconcile any discrepancies that may have occurred during the term of this Agreement between actual Department disbursements of funds awarded for DD44 Services under a particular line of the Financial Assistance Award and amounts due for such Services based on actual expenditures incurred by a Provider in delivering DD44 Services under that line of the Financial Assistance Award during the term of this Agreement, as such expenses are properly reported in CPMS or by other reporting method required or permitted by this Service Description or an applicable Specialized Service Requirement.

14.7 TRAINING RESPITE – SPECIAL PROJECTS (DD57)

Funding which pays for respite services to allow supervision of residents so that foster care providers can attend COUNTY training programs.

CONTRACTOR shall make payment for respite services for Adult Foster Care provider or family as authorized by the COUNTY Developmental Disabilities Services Division Training Program Development Specialist. Adult Foster Care provider or family is responsible for locating their own respite provider and therefore CONTRACTOR does not recruit, train, or monitor providers.

14.8 RESIDENTIAL SUPPORT – SPECIAL PROJECTS (DD57)

This funding pays for residential support services for designated individuals.

CONTRACTOR shall make payment for residential support as authorized by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division Residential Program Development Specialist.

CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor with a copy to the Residential Program Development Specialist. This summary shall include: individual served, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid. In addition, financial data shall be aggregated to provide: total annual amount in the fund, total authorized, total expenditures, total remaining uncommitted.

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14.9 MOVING ASSISTANCE (COUNTY GENERAL FUND)

Funding which pays for moving of individuals from one residence to another. CONTRACTOR shall make payment for moving assistance services as allocated by the COUNTY Developmental Disabilities Services Division work units.

Provider shall be located and selected by the COUNTY Developmental Disabilities Services Division work units in conjunction with the Service Coordinator. CONTRACTOR shall prepare a written monthly summary and submit it no later than the 10th of the following month to the COUNTY Developmental Disabilities Services Division Support Services Supervisor.

This summary shall include: individual served, service type authorized, provider name, amount authorized, service period (dates), amount paid, date paid, amount remaining as authorized but not yet paid, and services voided due to expired authorizations. In addition, financial data shall be aggregated to provide: total annual amount in the Moving Assistance fund, total authorized, total expenditures, total remaining uncommitted.

CONTRACTOR shall submit a written monthly summary to the COUNTY Developmental Disabilities Services Division Training Coordinator by the 10th of the following month. This summary shall include: adult foster care provider or family served, name of the individual case managed by Multnomah County Developmental Disabilities Services Division, class attended, amount authorized, service period (dates), amount paid (including number of hours x rate = total), and date paid.

In addition, financial data shall be aggregated to include: total annual amount in the Training Respite Services fund, total authorized, total expenditures, and total remaining uncommitted.

14.10 MCKINNEY SERVICES (HUD)

This provision covers services for homeless adults to promote stability and independent living with a goal of 70% of participants remaining in permanent housing for at least one year after completing program. The COUNTY Developmental Disabilities Services Division Service Coordinator will complete a housing and living skills assessment to determine the needed specific services. Most consumers will need 12 to 30 hours monthly of direct one-to-one independent living assistance. In some instances the service may be provided in a small group setting (e.g., meal planning, recreational activities). The provider will develop an individual housing case plan and household budget. Number of hours of assistance needed per month and schedule of activities will be determined based on needs of the individual. Services will be delivered in the most natural and logical setting for each individual. Most often this will be in the consumer's home or immediate community.

CONTRACTOR shall pay providers for services as authorized by each consumer's COUNTY Developmental Disabilities Services Division Service Coordinator. The COUNTY Developmental Disabilities Services Division Service Coordinator will match the provider with the service need. CONTRACTOR shall make a list of providers available to the COUNTY Developmental Disabilities Services Division Service Coordinator. CONTRACTOR shall work with the COUNTY Developmental Disabilities Services Division Special Services Supervisor in the recruitment and maintenance of providers. CONTRACTOR shall assure that the provider will provide a written progress report monthly to the Special Services Supervisor by the 10th of each month following the service month. CONTRACTOR shall withhold reimbursement until such reports are received.

15 DIAGNOSIS AND EVALUATION SERVICES

15.1 MULTNOMAH COUNTY REQUIREMENTS

15.1.1 SERVICES - PSYCHOLOGISTS

CONTRACTOR agrees to provide a psychological evaluation on all individuals referred for services, in keeping with standards for same.

CONTRACTOR agrees to provide a written report for each evaluation component performed in accordance with proposed standards for same.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Identification of the payment sources for each client will be made by County Program Development Staff on the D & E Referral Form. This form will be included in the referral information. Either first party (Multnomah County) or third party (Medicaid Administrative Examination, Medicare and all other sources) will be identified as the payment source. Multnomah County provides payment of last resort. The CONTRACTOR agrees to the following billing procedures on a per

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person basis. Billing will be initiated after the reports have been completed and sent to the Crisis/Diversion Program Development Specialist:

For those individuals identified as billed to Multnomah County D&E, CONTRACTOR will submit a detailed bill to:

Operations Administrator
Multnomah County
Developmental Disabilities Services Division
421 SW Sixth Avenue, Suite 400
Portland OR 97204-1621

For those individuals identified as billed to Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.2 SERVICES - PSYCHIATRIC EVALUATIONS

CONTRACTOR agrees to provide a written report for each evaluation performed.

The CONTRACTOR understands that there are several potential payment resources for the reimbursement of the CONTRACTOR's cost in providing the services described herein. Oregon Health Plan, Medicaid Page

Administrative Examination, Medicare and other sources will be identified as the payment source. Billing will be initiated after the reports have been completed and sent to the D & E Program:

For those evaluations identified as Medicaid Administrative Examination:

The DD Program will secure prior authorization. The CONTRACTOR will complete a 405B, HCFA-1500 or UB82 form and submit it for payment to:

Oregon Medical Assistance Program
P.O. Box 19455
Salem OR 97309

For those individuals identified as billed to third-party private insurance:

CONTRACTOR will bill the insurance company, group, and policy number indicated. In case of partial payment by the insurance company, CONTRACTOR will bill the D&E program for the balance, up to the total amount allowed by Medicaid Administrative Examination rates.

15.1.3 SERVICES - ON-SITE PSYCHIATRIC CONSULTATION

Doctor agrees to provide the following services:

1. On-site evaluation and medication management for individuals who have Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage. Doctor will be reimbursed for these services by separately billing those sources.

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2. On-site evaluation and medication management for individuals who have no Oregon Health Plan, Medicaid Administrative Examination, Medicare, or third party insurance coverage.
3. On-site consultation (professional advice provided to Service Coordinators and other COUNTY staff concerning a specific client).

Doctor will be reimbursed at the rate of \$62.50 an hour as payment for services 2. and 3. above.
4. Minimal telephone consultation between scheduled consultations at the COUNTY office, at no additional charge, if an emergency situation occurs and if not excessive. Should CONTRACTOR believe such calls have become excessive, COUNTY and CONTRACTOR shall renegotiate.

COUNTY staff shall generate weekly agenda and schedule of patients to be seen. COUNTY staff shall provide referral information to CONTRACTOR.

Consultation services in addition to the contracted number of hours per week at the COUNTY office, which therefore would require additional funding, shall require authorization from the Crisis/Diversion Program Development Specialist.

Once authorization is provided, CONTRACTOR shall then bill for such additional services.

Doctor will document Evaluation reports, Physicians Orders, and Progress Notes on forms provided by the COUNTY. Should COUNTY request an additional more detailed report, this would require COUNTY authorization since this involves additional funding.

15.1.3.1 SCHEDULE OF PAYMENT FOR PSYCHIATRIC CONSULTATION SERVICES

CONTRACTOR to submit a monthly bill to:

Operations Administrator
Multnomah County Developmental Disabilities Services Division
421 S.W. Sixth Avenue, Suite 400
Portland, OR 97204-1621

Reimbursement is based on \$62.50 an hour and is limited to contracted number of hours per week unless additional hours are authorized by the D & E Co-ordinator.

15.1.4 STANDARDS FOR PSYCHOLOGICAL EVALUATIONS

A psychological assessment shall be performed by a Psychologist licensed under applicable Oregon Statutes.

A psychological evaluation shall address the referral issues and may include the following:

1. An appropriate individual test of intellectual capacity.
2. An Adaptive Behavior assessment.
3. An Academic Achievement test (required on children of school age)
4. An overall description of individual's general sensory, perceptual and motor development; speech, language, communication, and comprehensive skills; and any behavioral difficulties of note.
5. An assessment of personality/social functioning.

The psychologist may administer one or more of the individually administered general intelligence tests, adaptive level protocols, academic achievement tests and personality protocols/projective tests which will provide a direct and meaningful measure of each individual's level of function.

The psychologist shall assess and define mental retardation in accordance with the criteria established by the American Association on Mental Deficiency, 1977 Revision, as follows:

Mental retardation is defined as: Sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior, and manifested during the developmental period (age 0-18). The definition of mental retardation requires that an individual manifest

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deficiencies in both adaptive behavior and intellectual functioning. General intellectual functioning is defined as: The results obtained by assessment with one or more of the individually administered general intelligence tests developed for that purpose.

Significantly sub-average is defined as: IQ more than two standard deviations below the mean for the test.

Adaptive behavior is defined as: The effectiveness or degree with which an individual meets the standards of personal independence and social responsibility expected for age and cultural group.

Developmental period is defined as: The period of time between birth and the 18th birthday.

For individuals over the age of six (6), the psychologist shall report a diagnostic level of mental retardation referencing each individual's level of general intellectual and adaptive behavior functioning in accordance with the criteria established by the American Association of Mental Deficiency, 1977 Revision, for each individual tested and evaluated. The psychologist shall also report his/her diagnostic impression of the individual in accordance with Diagnostic Criterion from American Psychiatric Association Diagnostic and Statistical Manual IV.

In reporting test results, the psychologist shall indicate whether in her/his professional opinion the current scores are a valid and realistic appraisal of the innate abilities and skills of the individual being evaluated. If such is not the case, the psychologist should appropriately preface the reporting of the scores in such a manner noting and detailing her/his professional concern(s).

Previous test scores, if available, should be referenced in the report of person's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, in the two comparable test scores and the significance, or insignificance, of the resultant comparison.

The written psychological report shall include:

- Source of and reason for referral;
- Brief prior evaluation history, if relevant;
- Assessment procedures used;
- Behavior observation during evaluation;
- Current evaluation results, including actual test scores;
- Program and treatment recommendations which address the reason for referral.

All written reports shall contain recommendations which shall specifically address the problems and/or areas of concern identified on a particular individual as contained in COUNTY's Service Request form.

Psychologists are requested to submit the written results of the evaluation to the COUNTY D & E Coordinator within one week of the evaluation.

15.1.5 STANDARDS FOR MEDICAL EVALUATION

The medical evaluation should be done by a physician. The medical history may be taken by a qualified nurse or medical assistant. The medical evaluation shall consist of:

Medical History - to the extent available

Details of prenatal factors:

- course of pregnancy;
- use of drugs; and
- heredity disorders.

Details of delivery (any complications)

Immediate postpartum condition of the baby:

- apgar and score;
- respiratory distress; and
- other.

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Postnatal history of illness and accident during early childhood; i.e., cerebral insults, encephalitis, dehydration, cerebral concussion, and other.

Developmental landmarks;
Seizure history;
History of mental disorder;
Family history;
Present medications.

A standard physical examination with the results of the following included:

Eye exam and other visual tests as necessary;
Ear examination and any necessary audiometry tests;
A preliminary orthopedic screening examination;
Coordination tests as necessary;
Brief neurological examination (that is, reflexes, muscle functions, etc.);

Appropriate lab work (See laboratory procedure sheet);

A statement of impressions and recommendations of medical care and treatment;
Specialty examinations as recommended and necessary;
Speech and hearing screening; and
Dental Screening.

The following specifically describes the procedure to be followed when it appears that additional diagnostic evaluations, not previously requested, need to be performed:

A central contact person, designated by the CONTRACTOR, shall be responsible for calling the appropriate Crisis/Diversion Program Development Specialist assigned to the individual in question, when additional diagnostic component(s) appear necessary.

The central contact person shall state to the Crisis/Diversion Program Specialist the reasons for recommending that an additional diagnostic evaluation component(s) be performed. (If it becomes apparent that additional information is needed, the Crisis/Diversion Program Development Specialist will request to talk to the pertinent clinician recommending the additional evaluation.) At the time of the telephone contact, the Crisis/Diversion Program Development Specialist will verbally approve or deny the specific request for subsequent evaluation.

15.1.5.1 LABORATORY WORK-UP

15.1.5.1.1 ROUTINE LABORATORY WORK-UP

Definition: A routine laboratory work-up is one which is uniformly administered as a matter of procedural routine to meet minimum diagnostic standards.

Individuals affected: This laboratory work-up is to be ordered on all individuals being seen for medical evaluation under the terms of this contract.

Exceptions: The only exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test. For purposes of definition, a routine laboratory work-up is limited to the four tests listed below:

- 1) A complete blood count.
- 2) Urinalysis. Criteria: all clients
- 3) V.D.R.L. Criteria: all adults 16 years of age and older (exam to be performed at physician's discretion).
- 4) Pap Smear. Criteria: all female adults 16 years of age and older (exam to be performed at physician's discretion).

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15.1.5.1.2 ADDITIONAL LAB WORK

Definition: Additional lab work is any lab work identified by the provider as being necessary in the evaluation of a client, which exceeds those outlined above in the Routine Lab Work-up.

Individuals Affected: Additional lab work is to be ordered on a per-person basis according to the criteria that one or more of the medical conditions stipulated below are present.

Exceptions: Exceptions here would be all individuals who, for whatever reason, do not fit the criteria listed below for each test.

Chemistry Screen (S.M.A.C. Test) Criteria: all patients who are over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- hyperlipidemia;
- diabetes;
- hypertension;
- kidney disease;
- hepatitis or liver disease.

Chest X-Ray (PA and Lateral) Criteria: all patients who are cigarette smokers over the age of 40 and/or demonstrate a history or a physical exam suggestive of:

- asthma;
- chronic bronchitis or emphysema;
- pneumonia;
- tuberculosis;
- cardiovascular disease.

Electrocardiogram Criteria: all patients who are over the age of 50 and/or demonstrate a history or a physical exam suggestive of:

- hypertension;
- cardiovascular disease.

Electroencephalogram Criteria: all patients who have a previous diagnosis of epilepsy and/or demonstrate a history or physical exam suggestive of epilepsy.

15.1.6 STANDARDS FOR AUGMENTATIVE COMMUNICATION EVALUATIONS

An Augmentative Communication (hereafter referred to as A/C) evaluation shall be conducted by a multidisciplinary A/C specialty team directed by a certified speech-language pathologist. Depending on the needs and abilities of the individual who is being assessed, the team shall consist of all or some of the following specialists: a certified speech-language pathologist, a registered and licensed occupational therapist, a registered and licensed physical therapist, a psychiatrist, and a licensed clinical social worker.

A "certified speech-language pathologist" is a person who has earned at least a Master's degree in speech-language pathology from an accredited university, has completed a supervised clinical fellowship year and has passed the national examination in communication disorders resulting in the Certificate of Clinical Competence, and holds Oregon State licensure. A "registered and licensed physical therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure. A "registered and licensed occupational therapist" is a person who has earned at least a Bachelor's degree in occupational therapy from an accredited university, has passed the National Registry examination, and has Oregon State licensure.

A Physiatrist is a physician who specializes in physical medicine and rehabilitation.

A "licensed clinical social worker" is a person who has received at least a Master's degree in social work from an accredited university, and holds Oregon State licensure.

An Augmentative Communication evaluation shall include:

MULTNOMAH COUNTY
DEPARTMENT OF COMMUNITY & FAMILY SERVICES
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A communication needs assessment to determine validity of communication augmentation from the individual;

An abilities assessment to determine:

- Communication, language comprehension and production abilities;
- Articulation, oral motor, and voicing abilities;
- Cognitive abilities related to functional communication (e.g., problem solving, memory and representational skills);
- Gross and fine motor abilities;
- Visual-perceptual abilities.

Assessments within each of the above categories will be conducted as related to the abilities required to use various A/C techniques for functional communication.

The administration of standardized tests for the assessment of the above abilities is not required for the A/C evaluation. Rather the assessment generally will be conducted through skilled clinical observation and interviews with the client and significant other in his/her communication environment. When appropriate, adaptations of standardized clinical tests within the fields of speech-language pathology, occupational and physical therapy will be administered.

A/C techniques, components and strategies will be selected to meet the general communication needs and abilities of the individual. A preliminary clinical trial will be introduced, with selected A/C techniques, components and strategies to judge the appropriateness of recommendations.

An "augmentative communication technique" refers to a method of transmitting information between two individuals that supplements oral speech. Examples of A/C techniques include: communication boards and books, gestures, manual signs, facial expressions, eye gaze and pointing, writing and electronic communication aids.

An "augmentative communication strategy" refers to a specific behavioral rule or cues that are used by communicators so the A/C techniques result in effective, efficient and appropriate communication. For example, A/C strategies help a communication board user send messages to impatient listeners, clarify a message that is not understood by others, or stabilize a hand for faster typing.

The A/C team shall report its clinical impressions and recommendation for A/C techniques, components and strategies. In reporting the evaluation results, the team members shall indicate whether, in their professional opinion, the report is a valid and realistic appraisal of the innate abilities and skills of the client being evaluated. If such is not the case, the team should appropriately preface the report in such a manner noting and detailing their professional concern(s).

Previous speech-language pathology reports that address augmentative communication, if available, should be referenced in the report of the client's current evaluation results and be accompanied by a statement describing the congruence, or incongruence, of the different reports.

The written A/C report shall include:

- A statement of referral questions raised by the client and his/her communication partners that led to the evaluation;

- The communication needs that were identified;

- The minimal abilities that were demonstrated for the operation of various communication techniques;

- Recommendations for A/C techniques, components and strategies that will augment the individual's current communication behavior, if appropriate;

- If no A/C techniques, components or strategies are recommended, the report will include a descriptive statement and reasons why no augmentation is recommended.

SCHEDULE I

ADMINISTRATIVE EXAMINATIONS RATE SCHEDULE

121AM	Administrative Exam, Initial Comprehensive History, Physical Examination and Report.....	\$121.00
170AM	Administrative Exam, Extended Re-examination or Reevaluation and Report, Established Patient.....	\$ 64.00
2002M	Administrative Exam, Ophthalmological or Optometric, Refraction, and Report on Form Provided.....	\$ 66.00
816AM	Psychiatrist; Comprehensive Psychiatric Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have.....	\$ 93.00
810AP	Psychologist or Psychiatrist; Intellectual Assessment.....	\$128.00
815AP	Psychologist or Psychiatrist; Personality Assessment.....	\$ 43.00
830AP	Psychologist or Psychiatrist; Comprehensive Evaluation and Testing (comprised of any three or more of the above assessments).....	\$342.00
908OM	(Does not require prior authorization) Psychologist; Administrative Records Report based on existing medical records in the provider's office.....	\$ 10.00
888AM	Social Worker; Comprehensive Evaluation and Report to learn significant and current facts concerning the patient's mental health and any impairments the patient may have (no testing).....	\$ 74.00

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16. HCSD HOUSING FUNDS

Any funds received by CONTRACTOR from the Oregon Housing and Community Services Department (hereinafter referred to as HCSD) for purposes authorized by the State DHS are subject to the following special conditions:

1. CONTRACTOR will work with the COUNTY and State DHS to create plan(s) for Minor Housing Projects. Minor Housing Projects may include, but are not limited to, adaptations to leased or provider-owned facilities being used or to be used for DDSD-funded residential services.

2. For each Minor Housing Project to receive State DD funds from HCSD, CONTRACTOR will submit a facility plan and cost estimates, in a form prescribed by the State DHS. Facility plans will be submitted to the State DD Housing Development Section.

3. Contingent on the State DHS's DD Housing Development Section's approval of Facility Plan(s) and associated cost estimates, funds for Minor Housing Projects will be disbursed by HCSD directly to the provider operating the facility to be renovated or relocated, unless another disbursement plan is agreed upon by both the COUNTY and the State DHS.

4. CONTRACTOR will perform or cause to be performed, all work described in the approved facility plan(s) within approved costs. Work includes not only construction and/or renovation, but also procurement of necessary permits, payment of building contractors, and any other activities necessary to carry out the approved plan.

TAX EXEMPT STATUS

DD50 CONTRACTORS occupying housing developed with financing authorized by DHS and obtained through HCSD must have 501 (C)(3) tax exempt status from the federal Internal Revenue Service (IRS). The IRS letter of determination of 501 (C)(3) status, or equivalent IRS interim determination, must be submitted to the COUNTY upon request.

17. EQUIPMENT ACQUIRED WITH DIVERSION (DD44), (DD57) FUNDS

17.1 INVENTORY

CONTRACTOR will complete and keep on file an inventory by location of all items costing \$250 or more each and purchased with State DHS funds. Inventory must be made available to COUNTY or State upon request.

17.2 EQUIPMENT USE

The equipment must be used for the services for which funds were originally approved by the State DHS. Use of such equipment must continue for the useful life of the item or five years, whichever is less, except as follows:

- a. Prior approval is obtained from the State DHS for alternative use.
- b. The item is lost or rendered useless for reasons other than through negligence on the part of the CONTRACTOR.
- c. Funds for the operation of the programs or services in the facility are discontinued due to loss of funding available to the State DHS.

18. START-UP FUNDS

18.1 STATE DEPARTMENT OF HUMAN SERVICES REQUIREMENTS

State Intergovernmental Agreement and State Department of Human Services Financial Procedures Manual are incorporated in the COUNTY requirements below.

18.2 MULTNOMAH COUNTY REQUIREMENTS

18.2.1 PROGRAM START-UP CONDITIONS

Start-up funds awarded in this contract amendment or other amendments which are made part of this contract, unless otherwise so stated, will be paid subject to the following special conditions:

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Reimbursement for all expenditures is contingent on COUNTY approval of a line-item budget showing proposed expenditures of all Division funds and an expenditure report which documents actual expenditures of all funds. An expenditure report is due to the COUNTY 60 days after services are initiated. Please see requirements for Start-up Payments below for detailed instructions.

Expenditures for personnel services or services and supply items shall be documented in an expenditure report which shows actual direct service expenditures related to the project by employee name and position and uses the same service/supply categories contained in the line-item budget.

Expenditures for furnishings and fixtures shall be documented in an expenditure report, accompanied by an inventory listing. CONTRACTOR agrees to maintain documentation and receipts for all items purchased. Such documentation is subject to financial review by the COUNTY.

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

Items purchased such as furnishings, fixtures, vehicles, computers and other special equipment, must be used for purposes described in this contract, and for specifically named clients if approved as such, for the expected useful life of the item or five years, whichever is less, except as follows:

- A. Prior approval is obtained from the COUNTY for an alternative use;
- B. The equipment is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

Failure of the CONTRACTOR to comply with the terms stated above shall result in repayment to the COUNTY of a prorated share of the award based on the length of time the equipment was used for purposes described in this amendment. The COUNTY may, at its discretion, require repossession of the equipment in lieu of repayment. Any repayment will occur as otherwise provided in the Agreement.

Expenditures for facility renovation, including leasehold improvements or other capital projects shall be documented in an expenditure report. CONTRACTOR will maintain a file of receipts for all materials and services. Facility renovations, including leasehold improvements, that cost \$5,000 or more must be secured with a Trust Deed in favor of the State Department of Human Services as described below. Detailed instructions for a Trust Deed are available upon request to the COUNTY.

An amount equal to 10% of the project cost may be withheld by the COUNTY pending approval of the Expenditure Report and completion of the work to the State Department of Human Services' satisfaction.

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Expenditures for acquisition of real property shall be subject to a trust deed in favor of the State Department of Human Services which shall only be released by the State Department of Human Services upon devotion of these premises to delivery of services approved by the Division under terms in the trust deed. All transactions must be accomplished through a licensed escrow agent acting on instructions provided by the Division.

COUNTY or State Department of Human Services will disallow expenditures which are not documented or secured as described herein to the COUNTY's satisfaction. Recovery of any such unauthorized expenditures shall occur as otherwise provided in this Agreement.

Vehicles purchased with funds provided under this contract or similar previous contracts shall be used exclusively for transporting clients of the service under which the funds were contracted. CONTRACTOR shall maintain a log of the use of such vehicle(s), which shall include dates, times, mileage, driver and passengers, and purpose and destination of each such vehicle usage.

Start-up funds are awarded for one-time-only expenses necessary to begin or expand services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

18.2.2 REQUIREMENTS FOR START-UP PAYMENT

As used in this section, State Department of Human Services refers to Oregon State Department of Human Services.

Reimbursement for all start-up expenses is subject to the COUNTY approval of a line-item budget which proposes the expenses to be incurred.

18.2.2.1 LINE-ITEM BUDGET FORMS

Start-up budgets must be submitted on the forms prescribed by the COUNTY. Budget proposals submitted on different forms will be returned.

18.2.2.2 REVISION OF LINE-ITEM BUDGETS

Unless the State Department of Human Services specifies otherwise revisions may be made between items proposed, without prior notification to the COUNTY, with the following limitations: Revisions moving more than 10% of the budget category total for which funds were approved to another budget category i.e., Personnel Services, Services and Supplies, and Capital Expenditures; Acquisition of capital items costing \$1,000 or more or acquisition of real property, that was not originally approved. If revised expenditures of this nature are decided upon following original approval of a line-item budget, a revised budget should be submitted to assure that the State Department of Human Services will approve.

18.2.3 EXPENDITURE REPORTS

An expenditure report must be submitted to the County DD Services Division Program no later than 60 days following the completion of the start-up phase (the date of service initiation).

The expenditure report must be submitted on a designated expenditure report form with the Budget Number and include the attachments described below:

18.2.4 PERSONAL SERVICES-EQUIPMENT-FURNISHINGS-FIXTURES-RENOVATIONS -
INVENTORIES/DESCRIPTIONS AND RECEIPTS

Personnel expenses must be reported by employee name and position, and listed within the administrative, direct service or other categories in which they work, or will work after the commencement of services.

In addition to their inclusion in expenditure reports, purchases of equipment, furnishings, fixtures, facility renovation, and real property acquisition must be documented and/or secured as specified below in order to permit State Department of Human Services payment for such items.

Movable equipment and furnishings costing \$250 or more must be included in an inventory list aggregated by and specifying the facility address in which the items will be located and used. This list shall be attached to the expenditure report.

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The address of all facilities in which start-up funds are used for renovation and non-movable fixtures must be reported, and the renovations/fixtures listed and described.

Receipts must be retained by CONTRACTOR for all expenditures made with start-up funds.

18.2.5 DEDICATED USE REQUIREMENT DOCUMENTATION

Inventoried items must be used to provide the services (and for the individual, if specified) for which start-up funds were approved and for the individual, if specified, by the State Department of Human Services for the useful life of the item or five years, whichever is less, except as follows:

Prior approval is obtained from the State Department of Human Services for an alternative use;

The item is lost or rendered useless for reasons other than negligence on the part of the CONTRACTOR.

18.2.6 SECURITY INTERESTS AND MOTOR VEHICLES TITLE

Expenditures for vehicles, computers and other special equipment costing \$1,000 or more must also be reported, included in inventories and documented by receipts. In addition to these requirements, the State Department of Human Services will require copies of security interests executed by the CONTRACTOR, or in the case of vehicle purchases, copies of Motor Vehicle Titles listing the State Department of Human Services as a co-owner.

18.2.6.1 SECURITY INTERESTS

Standard Form-Uniform Commercial Code - Form UCC-1 must be used by CONTRACTOR providers to execute security interests for equipment costing \$1,000 or more, other than motor vehicles. The forms may be requested from the State Department of Human Services, or may be purchased from any stationery store.

The CONTRACTOR enters their corporate or legal name and address in box 1A and 1B. If the form is requested from the State Department of Human Services, 2A and 2B will be pre-coded. If not, the provider must enter the State Department of Human Services name in 2A and address in 2B as follows:

2A - Oregon State Department of Human Services

2B - 2575 Bittern NE
Salem, OR 97310

In #3, each item inventoried, which costs more than \$1,000 must be listed in the same terminology and format as in the inventory. No entry is made in 4A and 4B. The form must be signed by an officer empowered to bind the CONTRACTOR, and mailed, along with the filing fees specified on the form to:

Secretary of State
Uniform Commercial Code Department
Room 41, State Capitol
Salem, OR 97310

The UCC-1 must be filed with the Secretary of State within 30 days of the purchase of items specified.

No copy of the UCC-1 need be sent to the State Department of Human Services. The Secretary of State will issue the State Department of Human Services' copy.

18.2.6.2 MOTOR VEHICLE TITLES

The CONTRACTOR must specify that the State Department of Human Services be listed as a co-owner of any vehicle purchased at least in part with start-up funds when registering the vehicle with the Motor Vehicles Division. A copy of the title specifying that the State Department of Human Services is a co-owner of the vehicle must be submitted by the CONTRACTOR to the State Department of Human Services within sixty (60) days of purchase of the vehicle.

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18.2.7 OBTAINING AND SUBMITTING TRUST DEEDS WHEN REAL PROPERTY IS ACQUIRED WITH START-UP FUNDS AWARDED BY THE DEVELOPMENTAL DISABILITIES SERVICES DIVISION

The following applies to leasehold improvements as well as to property owned by the CONTRACTOR:

A Trust Deed is required protecting the State Department of Human Services interests in real property renovated or acquired with state funds. A copy of the executed and recorded Trust Deed must be received by the State Department of Human Services for each such property within sixty (60) days of the purchase closure.

The following steps must be completed in order to obtain a Trust Deed. The CONTRACTOR (purchaser) must work with the COUNTY and the State Department of Human Services to complete these steps:

Final transfer of funds to acquire property, pay any renovation costs in the transfer, and pay closing costs must be accomplished through an escrow account. The escrow agency may be chosen by the COUNTY or the CONTRACTOR (purchaser) from any escrow agency licensed in Oregon.

As soon as possible, but no later than 15 working days prior to the proposed closing date the COUNTY must correspond with the State Department of Human Services for each property being acquired and indicate:

Escrow agent name, address, and phone number;

CONTRACTOR/buyer's full legal or corporate name;

Seller's full legal or corporate name;

The full address and the legal property description;

Proposed closing date.

The breakdown of start-up funds requested for:

- Down Payment
- Closing Costs
- Renovation

Following receipt of this information, the State Department of Human Services will issue copies of the Trust Deed and Escrow Instructions to the Escrow Agent. The Escrow Agent records the trust deed with the COUNTY and forwards a copy of the recorded trust deed to the State Department of Human Services.

18.2.8 DISBURSEMENT OF START-UP FUNDS

The COUNTY will generally provide cash in advance of up to 90% of the Start-up budget following approval of line-item budgets, but may withhold all or a portion of start-up funds to a CONTRACTOR to be issued as reimbursement following completion of designated requirements from among those listed above. The remaining 10% will be provided upon receipt of approved expenditure reports. The State Department of Human Services and/or the COUNTY will disallow expenditures, and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not documented or reported as described in this section.

MEETING DATE: **AUG 02 2001**
AGENDA NO: R-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Aging and Disability Services
Results from RESULTS Presentation
Gatekeeper Program as "Best Practice"

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Aging and Disability Services DIVISION: _____

CONTACT: Daphne Teals TELEPHONE #: (503) 988-3620
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Paul Iarrobino

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Aging and Disability Services "Results from RESULTS"
Client Quality Review

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Mary Shortall

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
01 JUL 23 PM 5:00
MULTNOMAH COUNTY
OREGON

Results from RESULTS: Aging and Disability Services Gatekeeper Program as Best Practice

Introducing the Gatekeeper Program

The Gatekeeper program is an outreach function of the ADS Community Services Unit. The program builds partnerships with local organizations and businesses to assist seniors and persons with disabilities. The program trains volunteers to recognize warning signs of abuse, neglect or exploitation. These "Gatekeepers" make referrals by calling our 24-hour Helpline.

Our program is based on a model developed by Ray Raschko in 1978 in Spokane Washington. We train people who, in the normal course of their jobs, may have contact with the elderly or those with disabilities. A Gatekeeper might be a

- Police Officer
- Bank teller
- Paramedics
- Utility meter reader
- Customer service representative
- Letter carriers
- Transportation drivers
- Public Employees such as:
 - Animal Control
 - Assessment and Taxation
 - Weatherization

Community Outreach

- Newsletter
- Community presentations
- Industry specific networking
- Information available on Web page
- Encourages partnerships and win-win
- Client benefits from early intervention
- Business benefit from improved customer service and creative problem solving
- Multnomah County makes the most of proactive choices and client centered care

Board of County Commissioners

August 2, 2001

Awards and Best Practice

- Winner of "Honorable Mention" at the 2001 national Communicator Award for the video *Gatekeepers—A Community that Cares*. This was made possible by the generous support of Multnomah County Television.
- Selected by the Robert Wood Johnson Foundation as one of the "best practices" for outreach to at risk seniors. Components of our program will be selected for replication throughout the nation.
- Share aspects of program at national conferences.

Program Delivery Improvements

- The percentage of Gatekeeper referrals for persons with disabilities has nearly doubled, from 8% to 15%, since 1997.
- A total of 2,366 Gatekeepers were trained in FY 00/01. This is a 17% increase in people trained as Gatekeepers compared to the prior fiscal year.
- Daytime Gatekeeper referrals for FY 00/01 increased 8%, an increase from 638 to 690.
- Gatekeepers consistently evaluate the training as "good or excellent" and report they learn valuable skills they can use on the job.

Future Plans

- Expand partnerships with existing organizations.
- Continue to reach out to under-represented industries.
- Increased interagency collaboration.

Questions? Contact Paul Iarrobino or Daphne Teals (503)
988-3620



GATEKEEPER MEMORANDUM

To: All ADS Managers
District Center Managers

From: Paul Iarrobino
Gatekeeper Coordinator

Date: 26 July 2001

Subject: Fourth Quarter Gatekeeper Statistics

As we end the fourth quarter, I would like to share with you some program highlights from this final quarter, as well as the past fiscal year. Please feel free to call me at 503-988-3620 ext.24030 with questions about any items in this report.

Fourth Quarter in Review:

Busy Quarter!

Gatekeeper referrals came in at a steady pace. We received 170 daytime referrals this quarter. The Gatekeeper Program continues to be an important mechanism for identifying at-risk individuals.

A Letter of Thanks

Recently we received a thank you letter from one of our dedicated Gatekeepers who drives for the Tri-met Lift Program. The client he referred was in a very unsafe situation and in need of emergency housing. I was delighted to read his letter and it served as a reminder of the care and diligence we offer our clients.

"Thank you Paul, for giving information to Merle Johnson about need for immediate action of a home for this senior citizen. I've been able to transport this patient since your help in getting him into Karrington Care...his attitude, contentment and visible-positive response he displays shows the importance of what we wanted to accomplish for a person in need. Thank you both for your immediate action!!!"

FY 00/01 In Review:

Daytime Referrals Increase by 8%

Daytime referrals increased by 8 percent this fiscal year. The Gatekeeper Program continues to provide a vital link to the community. Here are the numbers from previous years to use as a comparison. Please note, these numbers represent daytime Gatekeeper referrals and do not include after-hour Gatekeeper referrals.

FY 00/01 690
FY 99/00 638
FY 98/99 817
FY 97/98 617
FY 96/97 586

Percentage of DSO Referrals More than Double since Merger

The percentage of daytime referrals for younger persons with disabilities referred via the Gatekeeper Program have more than doubled since our agencies merged in 1997.

FY 00/01 17%
FY 99/00 15%
FY 98/99 14%
FY 97/98 8%
FY 96/97 8%

Number of Gatekeepers Trained Increased by 17%

Every year we make an effort to train and retrain employees to be successful referral sources for the Gatekeeper Program. A total of 2366 Gatekeepers were trained in FY 2000/2001 at 72 training sessions. This represents a 17% increase in people trained as Gatekeepers compared to the prior fiscal year.

Here are a few quotes from recent evaluation forms:

"As a result of lending interviews, we are sometimes entrusted with extremely sensitive issues that relate to their loan request. It is good to know there are programs available that could be of assistance to our members, and we, as credit union employees can perhaps help a member without becoming directly involved in the matter."

"I'm so impressed with the level of commitment in this program and the action it inspires in the greater community. Keep up the good work!!!"

Gatekeeper Organizations Trained during the FY 00/01

AMR Ambulance
Apria Healthcare
Care Medical
Centennial Bank
Elders in Action – Ombudsman Services
Forest Park Federal Credit Union
Fred Meyer Federal Credit Union
Laidlaw Transportation
Multnomah County Animal Control
Multnomah County Assessment & Taxation
Multnomah County Health Department
Multnomah County Library Outreach
Multnomah County Sheriff
Multnomah County Vector Control
Multnomah County Weatherization Program
MV Transportation
Northwest Natural Gas
Northwest Resource Credit Union
PACE Credit Union
PacifiCare/Secure Horizons
Pinnacle Properties
Point West Credit Union (Formerly MULTCO)
Portland Bureau of Environmental Health
Portland Fire Bureau
Portland General Electric
Portland Teachers Credit Union
Powell Valley Rd. Water District
Ride Connection
Sterling Savings
United Postal Service



GATEKEEPER PROGRAM

*Community Support
for the Elderly and
Persons with Disabilities*



Multnomah County
Aging & Disability Services

(503) 988-3646

**Your Employees Can Help
Open the Gates to Community
Support for the Elderly and
Persons with Disabilities**

Introducing The Gatekeeper Program:

The Gatekeeper Program is designed to assist vulnerable people who need help, but may be unable to get it for themselves. Each year, our vulnerable population grows. In fact, people over 65 make up the fastest-growing segment of our population.

Most are healthy, active people involved with family and friends, church or community groups. But many others are not so fortunate. They live alone and have little contact with others. If they become ill or unable to function independently, they can easily go unnoticed and unattended.

Almost any employee with public contact can be a Gatekeeper.

The Gatekeeper Program seeks to remedy the problem by enlisting the help of people who, in the normal course of their jobs, may have contact with the elderly or those with disabilities. A Gatekeeper might be a supermarket clerk, bank teller, pharmacist, utility meter reader, customer service representative, mail carrier, or newspaper deliverer — the list is virtually endless.

These are the Gatekeepers who can help open the gates between vulnerable people and the social service agencies that can help them. All a Gatekeeper needs to do is learn to recognize certain danger signals — a change in appearance or behavior, signs of confusion or disability.

A single call can save a life.

Multnomah County Aging and Disability Services offers "one-step" assistance for the elderly and persons with disabilities. Simply call our local Helpline at (503) 988-3646, and we will direct the referral to the appropriate office. That office will contact the individual, assess their needs, and assist in providing whatever help is required from the appropriate health or social service organizations. This may include medical care, food preparation or delivery, help with household chores, transportation, or other services.

The rewards are far-reaching.

The Gatekeeper Program can, and has, saved lives. At the very least, it gives older people and those with disabilities a new lease on life by enabling them to maintain their dignity and independence.

But its rewards are even more far-reaching than that. Making this kind of commitment to help others builds employee job satisfaction and pride. It has a highly positive impact on the community, also, because it increases employee civic involvement.

There is almost no cost.

You can put the Gatekeeper Program into action with very little input of time or money. No additional staff or resources are needed. It's all accomplished by existing employees in the normal course of doing their jobs.

Employees can be trained as Gatekeepers in less than an hour. They're not expected to be social workers or counselors. And they don't need to know a lot of details about programs and services. They need only know what danger signs to look for and what telephone number to call for assistance.

WHAT TO LOOK FOR

- **Communication**

Confused, disoriented, forgetful, excessive reminiscing, angry or hostile.

- **Economic Condition**

Extensive confusion concerning money matters, expressed difficulty in paying bills, or inability to afford transportation.

- **Social Condition**

Older person or person with a disability living alone, or otherwise isolated from social contact. Possible victim of abuse, neglect, or exploitation.

- **Emotional Health**

Excessive statements of rejection, not eating or sleeping well, recent loss of spouse, relative, friend or pet. Appears extremely anxious, fidgety or withdrawn.

- **Personal Appearance**

Unkempt, dirty clothes, uncombed hair or unshaven.

- **Physical Limitations**

Severe difficulty in seeing, speaking, hearing or moving about.

- **Condition of Home**

In need of repair, neglected yard, old newspapers lying about, offensive odors or unattended pets.

How does The Gatekeeper Program work?

A single phone call may help a person with a disability or an older person become aware of community services that are available and make it possible for them to receive assistance before a difficult situation becomes a crisis.

How can I help?

This brochure lists some of the warning signs that may indicate a person with a disability or an older person is in need of assistance. When you call the Gatekeeper Program, the staff at Multnomah County Aging and Disability Services will take down the information and contact the person to assess their needs. Assistance may be provided in social and health services, medical and personal care, household chore services, and transportation.

The elderly and those with disabilities in our community deserve to be informed of alternatives and options that will preserve their independence and enhance their quality of life.

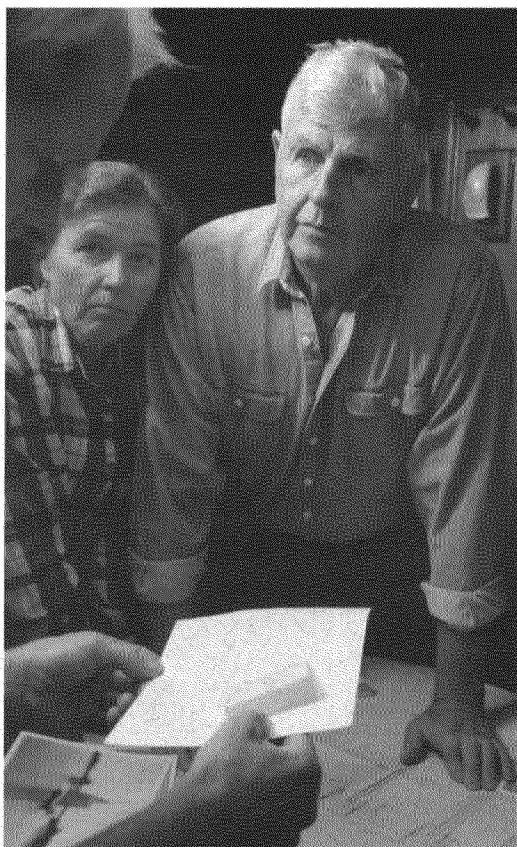
**You can make
a difference.**

**Call (503) 988-3646
to learn more**



Multnomah County
Aging & Disability Services
421 SW Fifth Avenue, Suite 300
Portland, Oregon 97204

***PREVENTION OF
FINANCIAL
EXPLOITATION OF
THE ELDERLY***



**ATTORNEY GENERAL'S OFFICE
OREGON BANKERS ASSOCIATION**

**MULTNOMAH COUNTY AGING
& DISABILITY SERVICES**

**DIVISION OF FINANCE &
CORPORATE SECURITIES**

**SENIOR AND DISABLED
SERVICES DIVISION**

Exploitation: The financial exploitation of elders occurs at a staggering rate. It can take the form of a con-artist, a bogus charity, an unscrupulous contractor, or even an abusive family member or acquaintance. If you think you or someone you know may be a victim of financial exploitation call the Elder Abuse Hotline at (800) 232-3020.

Ask for help. Financial matters can be confusing. If you have questions or need assistance, ask for help from your bank, a trusted family member, clergy member, social worker, or other professional.



Be Aware...

Never sign anything you don't understand. If you are unsure about whether to sign a document, have a trusted friend or other advisor review it. Know the consequences of agreement by getting answers you understand.

Plan ahead. The more you plan for your future, the more control you will have over your resources. Prearranged funerals and fiduciary arrangements increase the chance that your wishes will be followed if you become incapacitated or die.

Protect your money. Your bank may be able to help you protect your money by arranging your accounts to control access to your funds or allow trusted friends to monitor your banking transactions.

Be aware of scams. Often times, door-to-door and phone sales are scams. Remember, that if you're told you've just won a prize, you probably haven't. If it sounds too good to be true, it probably is!

Keep bank information private. Keep information about your bank accounts and credit cards to yourself - unless you know and trust who you're dealing with.



Be cautious of joint accounts. Both parties are equal owners of the account and both have equal access to the money.

Be cautious of, and include a compensation clause in any power of attorney. Before you assign a power of attorney, be sure you understand the scope of the agreement and the authority you are giving to your agent. Also specify the compensation, if any, to be paid to your agent.

Remember!

- Be sure you understand the legal consequences of a joint account.
- Check references of anyone who wants to work for you.
- Pay with a check, not cash, and always get a receipt.
- Consider using direct deposit for social security and pension checks.
- Don't give your ATM card or PIN number to strangers or anyone who does not need that information.
- If you don't use your ATM card, cancel it.
- Don't give credit card, social security, or bank account numbers over the phone, unless you have placed the call.
- Don't send money - cash, checks or money orders - by courier, overnight delivery, or wire to anyone who insists on immediate payment.

THIS BROCHURE PROVIDED BY:



Oregon
Bankers
Association

Oregon League of
Financial Institutions



OREGON CREDIT UNION LEAGUE & AFFILIATES

ELDER ABUSE HOTLINE

To report financial abuse statewide

1-800-232-3020

GATEKEEPER PROGRAMS

To report concerns about an elderly person, including financial abuse.

Multnomah County

(503) 988-3646

(503) 988-3883-TTY

Clackamas County (503) 657-1366

Washington County (503) 640-3489

Columbia County (503) 397-5863

Clark County (360) 694-8144

OREGON CONSTRUCTION/ CONTRACTORS' BOARD

To check a license or make a claim.

(503) 378-4621, ext. 4900

ATTORNEY GENERAL

For consumer complaints and regulation of charities

(503) 229-5576

DIVISION OF FINANCE & CORPORATE SECURITIES

For information on investment brokers or to report investment fraud.

(503) 378-4387

Stay socially active. Social isolation increases your risk of becoming a victim of abuse. Become familiar with the many programs in your community designed to bring people together and to help older people and their families.

Document financial arrangements. By putting financial arrangements in writing you not only protect yourself but you also reduce the likelihood of future misunderstandings of legal proceedings.

Don't give away property to anyone in exchange for promises of lifelong care.

Before you enter into an agreement for lifelong care, discuss the arrangement with a trusted friend or advisor. Document the agreement and specify the compensation, if any, paid to the care giver.

Get to know your banker, attorney, and financial advisor.

Establish relationships with the professionals who handle your money. They can help detect changes in your financial activity that may signal a problem.

Examples of Fraud

Bank examiner scam. Perpetrator poses as a bank examiner and convinces an elder to make a large withdrawal to help catch a dishonest bank employee.

Pigeon drop. Perpetrator claims to have found a sum of money and offers to split it with an elder, provided the elder withdraws an amount equal to his or her share as a sign of good faith.

Fake accident ploy. Perpetrator convinces an elder that the elder's child has been seriously injured or is in jail and needs money for medical treatment or bail.

Telemarketing and mail fraud.

Perpetrator persuades an elder to buy a valueless or nonexistent product, donate to a bogus charity, or invest in a fictitious enterprise.

"You've just won a prize!"

Perpetrator tells an elder that she/he has won a prize and obtains the elder's credit card or checking account number to pay for shipping charges or to verify the elder's identity.

Unsolicited work. Perpetrator arrives unexpectedly at an elder's residence and offers to perform work for a reasonable fee. After starting the work, the perpetrator insists that the elder pay more than originally agreed before the work will be completed.

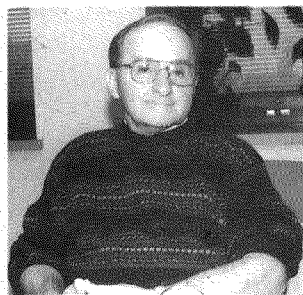


GATEKEEPER UPDATE

SPRING 2001

Gatekeeper Pioneer Ray Raschko Dies at 62

"Ray developed the Gatekeeper concept and helped start similar programs around the world."



Raymond Raschko, MSW, a dedicated social worker and advocate for the most vulnerable seniors, died November 5, 2000 at his home

in Spokane, Washington.

For the past 20 years, Mr. Raschko worked to improve the lives of our nation's most vulnerable older adults. In 1978, he established *Elder Services*, an integrated mental health and aging program at Spokane Mental Health. Mr. Raschko served as its director until his retirement in 1997.

Under his leadership, *Elder Services* received numerous awards for excellence in serving older adults, including a prestigious *Innovative Program Award in State and Local Government* given by the Kennedy School of Government, Harvard University and the Ford Foundation.

Mr. Raschko is best known for creating the *Gatekeeper Model of Case Finding*. He developed the model in 1978 at *Elder Services* to improve access to and the quality of mental health, health, and other social services to older adults. The *Gatekeeper* model has gained an international reputation, and has received numerous awards.

See Raschko, page 3

New Gatekeeper Video Premieres

Our Gatekeeper Program has a new training video. *Gatekeepers – A Community that Cares* debuted last August after several months of on-location videotaping and editing. Thanks to the generous support of Multnomah Community Television, we now have a quality video to help us spread the concept of gatekeeping. We have already had requests from organizations across the country who want to order the video. The video also recently received honorable mention in the prestigious national *Communicator Awards*.

This video also would not have been possible without the cooperation of local businesses and organizations that allowed us access to their staff. We gratefully acknowledge the contributions these organizations made to our new video.



MV Transportation lift driver Clyde Jones and safety trainer Amber Norris accept Gatekeeper Global Awards for contributions to *Gatekeepers: A Community that Cares*.

MULTNOMAH COUNTY AGING AND DISABILITY SERVICES ♦ (503) 988-3646



Printing Courtesy of Portland General Electric

The Gatekeeper Program is administered through Multnomah County Aging and Disability Services.

Referrals are assigned to our various branch offices in the community as well as the following participating agencies:

East County YWCA

Friendly House

Hollywood Senior Center

Mid-County YWCA

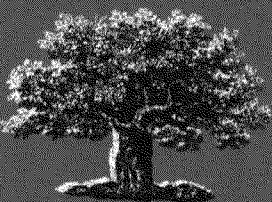
Neighborhood House

Northwest Pilot Project

Portland Impact

North YWCA

Urban League



Notes from the Gatekeeper Coordinator



The year just past was an exciting one for the Gatekeeper Program. We debuted our new training video, shared aspects of gatekeeping at two national seminars, and trained more than 2,000 Gate-

keepers. Near the end of the year, the founder of gatekeeping, Ray Raschko, died, causing us to reflect on the meaning of gatekeeping and to look at ways to honor his memory by continuing the important work he started.

The year started on an ambitious note as we worked with Multnomah Community Television (MCTV) to create a new Gatekeeper training video entitled, *Gatekeepers: A Community that Cares*. After many weeks of filming and editing, we premiered the video.

During 2000, I had the privilege of speaking at two national conferences regarding the Gatekeeper Program. People in many parts of the country are beginning to see the benefits of implementing their own gatekeeper programs.

Sadly, we lost Ray Raschko last year. As many of you know, Ray was the visionary who developed the "Gatekeeper" concept in 1978 and helped jurisdictions around the world start similar programs. Ray was a tireless advocate who will be missed greatly.

On behalf of Multnomah County Aging & Disability Services and our numerous community partners, I want you to know how much we appreciate your generous support and participation in making our program a success. If you have any questions about our Gatekeeper Program or would like to arrange a training, please call me at (503) 988-3620 or send me an e-mail at paul.iarrobino@co.multnomah.or.us

Paul

Here's What They're Saying About Us! (from evaluation forms at recent trainings)

As an on-site manager, it is a wonderful feeling to know your agency exists to assist any at-risk residents in my building.

— *Building Manager,
American Property
Management*

The information about 'self neglect' was very helpful.

— *Lift Driver,
MV Transportation*

I like the respectful attitude of the people behind the program: granting time to develop a trusting relationship between the agency and the client.

— *Office Assistant,
Multnomah County Assessment
& Taxation*

Getting a broader view of how Gatekeeper and all of the other agencies work together is beneficial.

— *Firefighter,
Portland Fire Bureau*

One step referral for caring community services is great!

— *Customer Service Associate,
Portland Water Bureau*

The new video is great. It really showed the many facets of this program.

— *Property Manager,
Pinnacle Properties*

Comprehensive explanation of various agencies and process for finding a way to help people.

— *Head Teller,
Portland Teachers Credit
Union*

I had known about the program, but not about the program. I had thought it was utility workers and postal workers.

— *City of Portland Employee,
Bureau of Environmental
Health*

Remembering Ray Raschko

Continued from Page 1

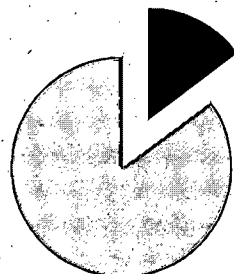
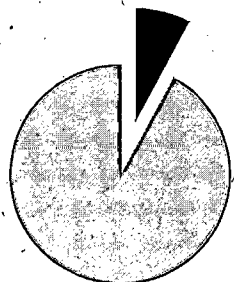
Mr. Raschko was appointed the Geriatric Outreach Services Coordinator at the Washington Institute for Mental Illness Research & Training in Spokane in 1998, where he provided technical assistance to communities interested in adopting the Gatekeeper model.

Despite the seriousness of his work, Mr. Raschko maintained a youthful spirit. He was known for his fun-loving nature, impish sense of humor and contagious laugh.

This tribute was written by Julie Jensen, Ph.D., a close friend and colleague of Mr. Raschko.

What Is the Gatekeeper Program?

The Gatekeeper Program is an outreach of the Multnomah County Aging and Disability Services (ADS). The program builds partnerships with local organizations and businesses to assist seniors and persons with disabilities. The Gatekeeper Program trains those who come in contact with these people to recognize signs that they may be at risk because of abuse, neglect, or exploitation. These "Gatekeepers," make referrals by calling a 24-hour Helpline. A case manager assesses the situation, and offers appropriate social and health services.



Did You Know?

The percentage of Gatekeeper referrals for persons with disabilities has nearly doubled (from 8% to 15%) since Aging and Disability Services merged in 1997?



PGE Holiday Elves Peter Kaski, Marilyn Grey & Cheri Hansen dropping off holiday gifts.

Gatekeepers deliver gifts to Public Guardian clients

Nearly a hundred Public Guardian clients had a happier holiday because of the kindness of Gatekeepers at Portland General Electric, Portland Water Bureau, Qwest, and US Bank. For the fourth consecutive year, Gatekeepers sponsored the most vulnerable clients of our Public Guardian Program, delivering gifts and treats. Each year the program grows, and this year was the most successful ever. According to Cheri Hansen, Portland General Electric Customer Resource Specialist, "PGE employees have been involved with the Public Guardian Client Christmas Wish List for several years. Our employees love participating. It's a program that makes our employees feel good, knowing that they are able to make a difference in someone's life and bring them the true meaning of Christmas."

If your organization is interested in participating in an upcoming holiday drive, please contact Paul Jarrobino at (503) 988-3620.

Gatekeeper Contacts

Clackamas County
(503) 657-1366

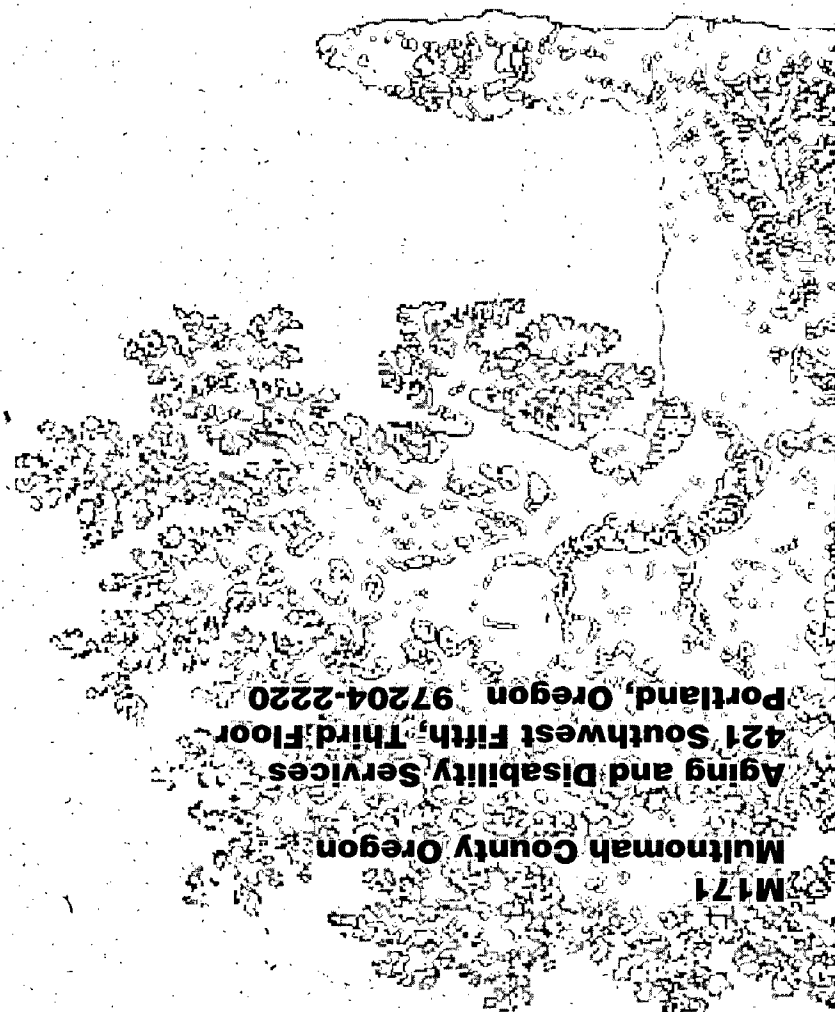
Clark County
(360) 694-8144

Columbia County
(503) 397-5863

Multnomah County
(503) 988-3646

Washington County
(503) 640-3489





ALBINA FUEL ✿ ALLSTATE INSURANCE ✿ AMERICAN MEDICAL RESPONSE ✿ AMERICAN PROPERTY MANAGEMENT ✿ AMERICAN SANITATION ✿ APRIA HEALTHCARE ✿ AT&T CABLE ✿ BANK OF AMERICA ✿ BLUE FLAME OIL ✿ CARE MEDICAL EQUIPMENT ✿ CARSON OIL COMPANY ✿ CENTENNIAL BANK ✿ CITY OF FAIRVIEW ✿ CITY OF GRESHAM ✿ CITY OF PORTLAND ✿ CONTINENTAL SAVINGS ✿ CORBETT VOLUNTEER FIRE DEPARTMENT ✿ CREDIT UNION WOMEN'S ASSOCIATION ✿ FIRSTCALL MCCALL HEATING OIL ✿ FRED MEYER ✿ GRESHAM FIRE DEPARTMENT ✿ GRESHAM POLICE DEPARTMENT ✿ HEALTHTEK ✿ HMO OREGON ✿ HOUSING AUTHORITY OF PORTLAND ✿ KAISER PERMANENTE ✿ KELLY ASSISTED LIVING ✿ KEY BANK ✿ LABOR'S COMMUNITY SERVICE AGENCY ✿ LAIDLAW TRANSPORTATION ✿ LOAVES & FISHES ✿ MERCHANT'S BANK ✿ MID COUNTY SEWER PROJECT ✿ MR ROOTER ✿ MULTCO CREDIT UNION ✿ MULTNOMAH COUNTY ANIMAL CONTROL ✿ MULTNOMAH COUNTY ASSESSMENT & TAXATION ✿ MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE ✿ MULTNOMAH COUNTY LIBRARY ✿ MULTNOMAH COUNTY OUTREACH & FIELD SERVICES ✿ MULTNOMAH COUNTY SHERIFF'S OFFICE ✿ MULTNOMAH COUNTY VECTOR CONTROL ✿ MULTNOMAH COUNTY WEATHERIZATION PROGRAM ✿ MV TRANSPORTATION ✿ NORTHWEST NATURAL GAS ✿ NORTHWEST RESOURCE CREDIT UNION ✿ OFFICE OF SENATOR RON WYDEN ✿ PACE CREDIT UNION ✿ PACIFIC POWER & LIGHT ✿ PACIFICARE/SECURE HORIZONS ✿ PACIFICORP ✿ PINNACLE REALTY MANAGEMENT COMPANY ✿ PORT OF PORTLAND POLICE & FIRE ✿ PORTLAND BUREAU OF ENVIRONMENTAL SERVICES ✿ PORTLAND FIRE BUREAU ✿ PORTLAND GENERAL ELECTRIC ✿ PORTLAND OFFICE OF PLANNING & DEVELOPMENT REVIEW ✿ PORTLAND PARKS AND RECREATION ✿ PORTLAND POLICE BUREAU ✿ PORTLAND TEACHERS CREDIT UNION ✿ PORTLAND WATER BUREAU ✿ POWELL VALLEY ROAD WATER DISTRICT ✿ PROVIDENCE MEDICAL CENTER ✿ QWEST COMMUNICATIONS ✿ ROCKWOOD WATER BUREAU ✿ SAFEWAY NORTHWEST CENTRAL CREDIT UNION ✿ SOCIAL SECURITY ADMINISTRATION ✿ ST VINCENT DE PAUL ✿ STARR OIL COMPANY ✿ STERLING SAVINGS ✿ SUNSET FUEL COMPANY ✿ TROUTDALE PUBLIC WORKS ✿ UNITED STATES POSTAL SERVICE ✿ US BANK ✿ VETERANS HOSPITAL ✿ WASHINGTON MUTUAL SAVINGS ✿ CALL PAUL IARROBINO AT 503.988.3620 TO SCHEDULE YOUR TRAINING

✿ GATEKEEPERS TRAINED IN 2000 ✿

MEETING DATE: August 2, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 9:40 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for a Grant

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: August 2, 2001

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: ADS

DIVISION: Planning and Special Projects

CONTACT: Lucy Baker

TELEPHONE #: (503)988-3620 ext. 29560
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Lucy Baker, Policy Analyst/Grantwriter and Paul Jarrobino, Gatekeeper Project Manager

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Respond to an RFP from the Federal Administration on Aging (AoA) Innovative Caregiver Support Grant Program Regarding Structuring Effective Information and Assistance Systems for Family Caregivers

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
JUL 25 PM 1:38
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

AGING AND DISABILITY SERVICES
AREA AGENCY ON AGING
421 S.W. 6TH, 3RD FLOOR
PORTLAND, OREGON 97204
HELPLINE: (503) 988-3646 ADMINISTRATION: 988-3620
TTY: 988-3683 FAX: (503) 988-3656

BOARD OF COUNTY COMMISSIONERS
DIANE LINN - CHAIR
MARIA ROJO DE STEFFEY- DISTRICT 1
SERENA CRUZ- DISTRICT 2
LISA NAITO- DISTRICT 3
LONNIE ROBERTS- DISTRICT 4

TO: Diane Linn, Chair
Board of County Commissioners

FROM: Jim McConnell, Director
Multnomah County Aging and Disability Services

DATE: July 25, 2001

RE: Notice of Intent to respond to an RFP from the federal Administration on Aging (AoA) Innovative Caregiver Support Grant Program regarding Structuring Effective Information and Assistance Systems for Family Caregivers

Requested Placement date: August 2, 2001

1. Recommendation/Action Requested:

Multnomah County Aging and Disability Services (ADS) is requesting approval to respond to a Request for Proposals to enhance the ability of community businesses to link their employees who are struggling to provide care and support for aging parents and other older family members with training, information, and service. The proposal, **Partnerships for Caregivers**, will address national research trends that show that time away from work to arrange or provide care and time taken at work in phone support of elder care is a rising stressor to employees and businesses. ADS proposes to develop with local industry who are partners in its Gatekeeper Program a national model of caregiver training, tools, and web based support to help employees get effective information and access to service quickly and responsively. The proposal will be specially targeted to businesses employing moderate to low wage and ethnically diverse populations. The RFP is from the federal Administration on Aging (AoA) and will be in the amount of \$200,000/yr for 3 years. This is a competitive grant that will establish a national model for such a community/business response. AoA expects to award 4-6 grants for this purpose. It will cover a 3-year period beginning January 1, 2002.

2. Background/Analysis:

Research indicates that caregivers are underserved partially because they do not identify themselves as caregivers. Many caregivers (the sandwich generation) are trying to balance the job of caring for children and senior members of their families and hold down a full time job. For the one-third of working Oregonians that make up the near poor, they do not make enough money to pay for outside care and cannot well afford time away from work to provide care or support for their aging parents. In most cases, caregiving employees struggle to find the targeted help and knowledge they need quickly. It is easy to spend extra time searching and reinventing care models and resources that, if provided in an easily accessible and caregiver friendly format through their employer's Employee Assistance Program, could give more help in less time. To have caregiver training and links to resources available through the workplace is critical for both the employee and business.

In a national survey completed by David Mermin, Senior Analyst, West Coast Office of Lake, Snell, Perry & Associates 68 % of people caring for senior relatives said the stress affected their job outside the home. 53% reported that there was no recognition of their caregiving role and responsibilities within the work place and 50% stated the stress of caregiving was affecting their own health. The conflicts between work and caregiving forced them to rearrange work schedules, increased use of paid sick leave, reduce their work hours, take unpaid leave of absences and use work time to give phone direction to and arrangements for the person they are caring for at home. These employed caregivers are very hard to reach because they do not have time outside of work to attend trainings or meetings on caregiving if they even recognize themselves as a caregiver.

Partners:

The ADS Community Services Information and Assistance Unit proposes to develop **Partnerships for Caregivers** with a variety of area businesses including those employing ethnically diverse populations working for low wages. The partnership will develop training and resource access for caregivers in a culturally competent manner. The model will build on existing materials and protocols developed nationally between Area Agencies on Aging and businesses. Grant funds will be used to plan and develop culturally competent multi media materials for educating employed caregivers during work time or at home.

Deliverables:

The materials and curricula developed will include selected modules on community resources such as respite care and the state Caregiving Resource Center, Q&A on Caregiver Issues, prevention awareness, training on risk analysis and intervention, Fall prevention, fire safety, CPR, First Aide, transfers, incontinence care, nutrition, special diets, stress reduction techniques, chronic illness, support groups and help-lines. Business partnerships will be fostered among participating Gatekeeper businesses and elder friendly businesses in Multnomah County.

Outcomes:

- A selection of on-line and multi-media materials of caregiver training modules with links to Area Agency on Aging I&A functions, that HR departments may easily adopt as a low cost employee benefit to caregiving employees,
- A website model for Area Agencies on Aging that supports caregivers in learning, prevention, and accessing resources for aging parents,
- A national model for outreach to small and service sector businesses that traditionally employ culturally diverse and/or low income populations.
- A research and tracking component that provides HR departments with information on the number of employees that are accessing and benefiting from caregiver training and resources.

3. Financial Impact:

Multnomah County Aging and Disability Services anticipates requesting \$200,000 to be expended annually for the next 3 years. No new county funds are needed to support these projects that will develop lasting enhancements and partnerships around existing efforts.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

The proposed project is consistent with County policies, and addresses the benchmarks of improving the health of Multnomah County citizens.

7. Citizen Participation:

Caregivers working within the participating business/industry partners will be included in the steering committee for the grant and caregiver focus groups, feedback from caregivers and the direct involvement of caregivers in the beta tests of the new access/education tools will be part of the project. Members of the HR and Employee Assistance Programs of partner businesses and industry will also serve on the steering committee for the grant.

8. Other Government Participation:

The project will consult with representatives from the Oregon Senior and Disabled Services Division, and the Multnomah County Departments of Health and Child and Family Services on best approaches for caregiver education, service linkage and outreach models.

The grant will also work with existing local businesses and industry partners in the ADS Gatekeeper Program to develop and test the caregiver tools and as steering committee members for the grant. Samples of these industry partners include:

- Oregon Bankers Association (OBA),
- Financial Institution Task Force (FIST) - (also includes credit unions), and the
- League of Utilities and Social Service Agencies (LUSSA)

MEETING DATE: August 2, 2001
AGENDA NO: R-3
ESTIMATED START TIME: 9:45 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Amending Commissioner District Boundaries

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

REGULAR MEETING: DATE REQUESTED: Thursday, August 2, 2001
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Auditor's Office

CONTACT: Judy Rosenberger TELEPHONE #: 503-988-3320
BLDG/ROOM #: 503/601

PERSON(S) MAKING PRESENTATION: Suzanne Flynn and Matt Nice

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Second Reading and Possible Adoption of an Ordinance Amending Commissioner District Boundaries in Compliance with Multnomah County Home Rule Charter.

Section 3.15

08/03/01 copies to Suzanne Flynn, Carol Kinoshita &
Vicki Levin

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Suzanne Flynn

(OR)

DEPARTMENT

MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



SUZANNE FLYNN
Multnomah County Auditor

501 SE Hawthorne Avenue, Room 601
Portland, Oregon 97214

Telephone (503) 988-3320

Telefax (503) 988-3019

www.multnomah.lib.or.us/aud

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Multnomah County Auditor's Office

DATE: July 13, 2001

RE: Ordinance Amending Commissioner District Boundaries

1. Recommendation/Action Requested:

Approve first reading of Ordinance *Amending Commissioner District Boundaries In Compliance With Multnomah County Home Rule Charter*

2. Background/Analysis:

Multnomah County Charter Section **3.15. Apportionment of commissioner districts** requires the auditor to determine the population distribution among commissioner districts not later than August 1 of a federal census year. If the population of any commissioner district is more than 103% of the population of any other commissioner district, the auditor must present a plan to the Board modifying the boundaries so that the population of no commissioner district is more than 102% of the population of any other commissioner district

The auditor's redistricting plan is attached to this report. The plan distributes population so that the the largest commissioner district is only 100.035% of the smallest district, well below the charter requirement.

Within 45 days after submission of the plan, the Board must alter the boundaries to equalize the population distribution by ordinance. Boundary changes do not affect taking of office or the term of commissioners elected prior to the reapportionment. The proposed ordinance implements the auditor's redistricting plan.

3. Financial Impact:

None.

4. Legal Issues:

The ordinance fulfills Multnomah County Charter Section 3.15 requirements for reapportionment of commissioner districts.

5. Controversial Issues:

None.

6. Link to Current County Policies:

N/A

7. Citizen Participation:

None.

8. Other Government Participation:

None.

2001 Redistricting Plan Multnomah County Commissioner Districts

Suzanne Flynn, Multnomah County Auditor
Matt Nice, Senior Management Auditor





SUZANNE FLYNN, Auditor
Multnomah County

501 SE Hawthorne, Room 601
Portland, Oregon 97214
Telephone (503) 988-3320
Telefax (503) 988-3019
www.multnomah.lib.or.us/aud

MEMORANDUM

Date: 7/13/01

To: Diane Linn, Multnomah County Chair
Maria Rojo de Steffey, Commissioner, District 1
Serena Cruz, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4

From: Suzanne Flynn, County Auditor

Subject: Reapportionment Plan

Attached is the proposed plan to reapportion the commissioner districts. According to County Charter, the Auditor is required to determine the population distribution among the commissioner districts no later than August 1 in the year the census is released and recommend a plan to redraw district lines if the population of any district is more than 103% of any other district. We found that District 4 (East) was 22.4% larger than District 2 (North) and that redrawing district boundaries was required. Our plan more than meets Charter requirements; the largest district is now only 100.035% more than the smallest, near mathematical equality.

As required by the Charter, the plan was reviewed with the Elections Division. We retained, as nearly as possible, the general geographic characteristics of districts established by charter.

Further, we maintained many of the previous boundaries and created new boundaries that are easily recognizable to minimize confusion.

In preparing these boundaries, we used the Charter, Oregon Revised Statutes, United States Supreme Court rulings, and suggestions from the Multnomah County Elections Division. We also included information in this report about the characteristics of the population that should be useful to the Commissioners and citizens.

We would like to thank the Multnomah County GIS Program, County Attorney, and Elections Division for their assistance in this process.

Recent History of County Commissioner Districts

Reapportionment is the process of reassigning a number of representatives to established districts. The number and district boundaries do not change, but the number of members per district does. Redistricting is the process of changing the district boundaries. The number of members per district does not change, but the districts' boundaries do. Both reapportionment and redistricting processes occurred in Multnomah County after voters amended its Home Rule Charter in November 1984. The Charter Review Commission prepared an amendment that reduced commissioner districts from five to four and provided that the Chair of the Board be elected at large. In proposing this ballot measure, the Charter Review Commission reapportioned and redistricted using 1980 Census data. Redistricting the four commissioner districts occurred again in 1991.

Home Rule Charter Mandates

The Multnomah County Home Rule Charter Section 3.15 directs the Auditor to determine from decennial census data whether the population of any commissioner district is more than 103 percent of the population of any other commissioner district. If such a disproportion is found, the Charter directs the Auditor, in consultation with the Multnomah County Elections Division, to prepare and present to the Board of County Commissioners a plan for modifying the commissioner district boundaries by August 1 of that year. The Charter allows the Board 45 days after receipt of the County Auditor's plan to alter by ordinance the boundaries of the commissioner districts.

Methodology

In preparing our redistricting plan, we analyzed existing boundaries, considered alternative boundaries, and assessed them by the guidelines presented below. We consulted with the Multnomah County Elections Division, used data made available to us by the U.S. Census Bureau, and utilized the mapping resources of the Multnomah County GIS program.

We mapped existing commissioner districts onto Census 2000 maps to identify the census tracts and more than 13,000 blocks contained in the county. We tallied population counts of the tracts and blocks of the commissioner districts to determine their 2000 populations.

This special project was not included in our FY00-01 audit schedule. However, it was required by Charter mandate and was performed in accordance with the General Standards section of *Government Auditing Standards*.

Redistricting Guidelines

The Multnomah County Home Rule Charter specifies that the Auditor shall be guided by the following points in drawing up a plan to adjust the commissioner districts:

- ☒ No district will be more than 103 percent of the population of any other commissioner district
- ☒ The general geographic characteristics of districts established by the Charter shall be retained as nearly as possible

The Multnomah County Elections Division staff also suggested the following guidelines:

- ☒ Follow simple, recognizable boundaries, such as major arterials and geographic boundaries, that can be easily understood by the citizens
- ☒ Avoid using boundaries that could change, such as city or school districts

In the past the Multnomah County Elections Division also used state legislative boundaries as a guideline to draw commissioner district boundaries. However, legislative districts are being redrawn and the process is not yet complete.

We also considered guidelines adopted in ORS 188.010, which state that, where practicable:

- ☒ districts should be contiguous
- ☒ districts should be of equal population
- ☒ districts should utilize existing geographic or political boundaries whenever possible
- ☒ districts should not divide communities of common interest
- ☒ districts should be connected by transportation links
- ☒ districts should not be drawn for the purpose of favoring any political party, incumbent legislator, or any other person
- ☒ districts should not be drawn for the purpose of diluting the voting strength of any language or ethnic minority group

Characteristics of Existing Commissioner Districts

Since 1990, the population of Multnomah County has grown 13.1%, from 583,887 to 660,486. The County has also become more diverse, with nearly 21% of the population identified as persons of color (race, not including ethnic categories), up 8% from 1990. Exhibit 1 displays 2000 Census demographics of Multnomah County by existing districts.

Exhibit 1

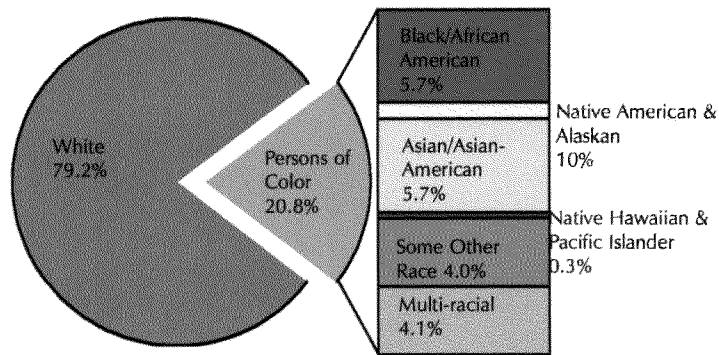
2000 Census Demographics of Multnomah County Citizens by Existing Districts

District	Total Population	Single Race Selection						Multi-racial	Hispanic/Latino (any race)
		White	Black/African-American	Native American/Alaskan	Asian/Asian-American	Hawaiian-Pacific Islander	Other		
1 West	157,913	137,954	3,592	1,377	7,120	350	2,572	4,948	6,236
2 North	154,888	103,295	25,392	1,975	7,623	935	7,649	8,019	14,158
3 Central	158,071	126,276	3,897	1,633	14,000	482	5,220	6,563	10,052
4 East	189,614	155,300	4,553	1,800	8,895	553	11,179	7,334	19,161
Total	660,486	522,825	37,434	6,785	37,638	2,320	26,620	26,864	49,607

Exhibit 2 shows the present racial breakdown of the county, not including Hispanics or Latinos. During the 2000 Census, individuals were able to identify both their race and ethnicity, therefore Hispanic and Latino represent concentrations of that ethnicity across all racial categories. The Hispanic and Latino (ethnicity) population has more than doubled to 7.5% of the total county population. Exhibit 3 illustrates the growth of the Hispanic and Latino population across existing districts from 1990 to 2000. District 4 (East) showed the greatest increase of more than 7%.

Exhibit 2

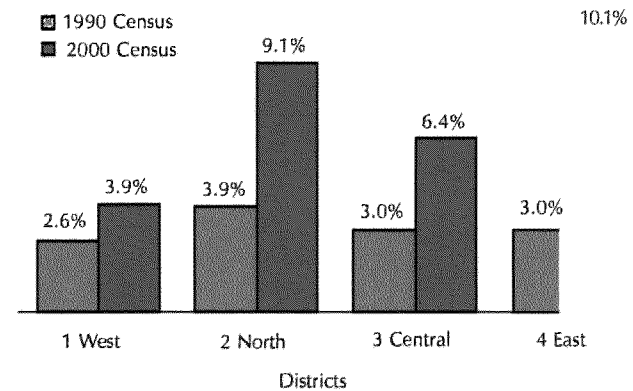
2000 Census Demographics of Multnomah County Citizens by Existing District



Note: Persons of Color does not include the ethnicity Hispanics & Latinos, which account for 7.5% of the total county population

Exhibit 3

Hispanic and Latino Population Across Existing Districts



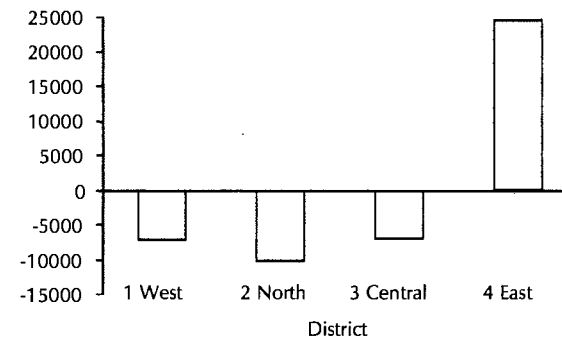
Redistricting Required

Population changes triggered a need for redistricting based on our calculations of the ideal-sized commissioner district of 165,122 persons (the 2000 county population divided by the number of districts). We found population variance ranging from 10,234 under the ideal to 24,492 over. District 4 (East) is 22.4 percent larger than District 2 (North), mandating redistricting under the Home Rule Charter. Exhibits 4 and 5 below display the existing districts, 2000 population, and deviation from the ideal district population.

Exhibit 4
2000 Population in Existing Districts

Commissioner District (representative)	2000 Population
District 1, West (Rojo de Steffey)	157,913
District 2, North (Cruz)	154,888
District 3, Central (Naito)	158,071
District 4, East (Roberts)	189,614

Exhibit 5
Population Variance from Ideal



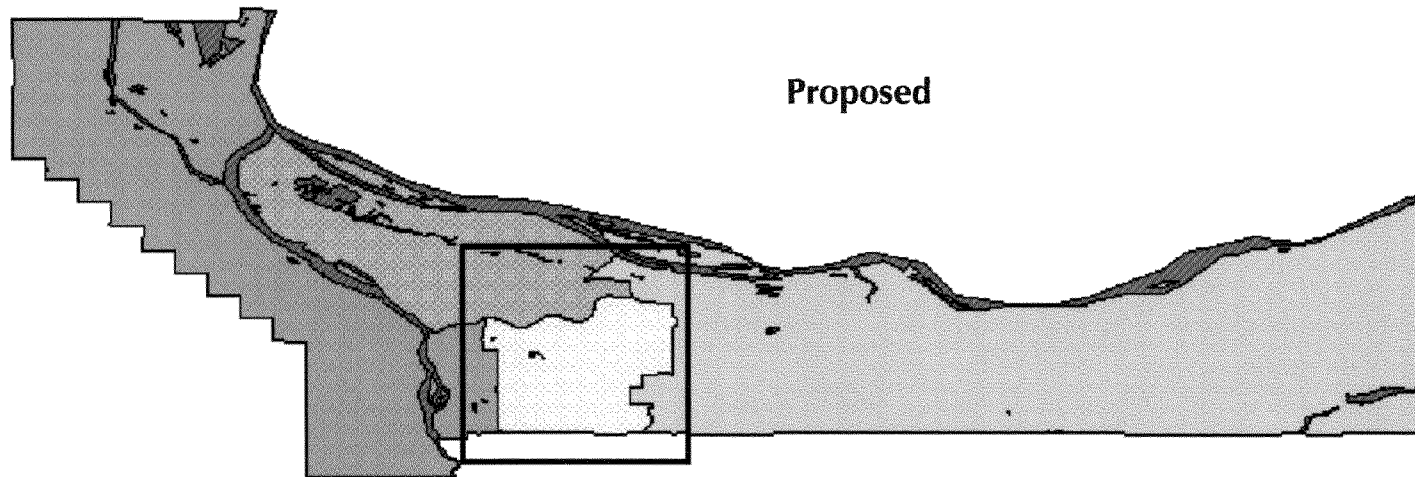
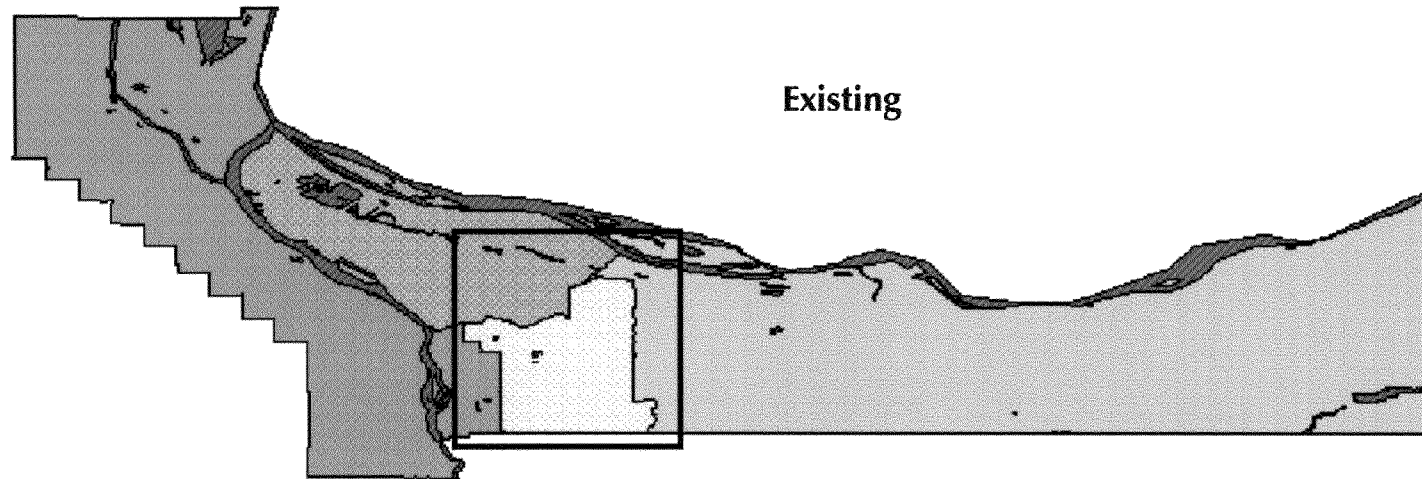
Proposed Redistricting Plan

Exhibit 6 displays the existing and proposed commissioner districts (areas of change are boxed), followed by more detailed maps. We expanded District 1 (West) northeasterly along the Union Pacific Railroad parallel to the Banfield Freeway (I-84) to 33rd Avenue to increase its population. District 2 (North) was expanded along the Union Pacific Railroad parallel to the Banfield Freeway southeasterly to 122nd Avenue. This significantly shifted District 3 (Central) to the east as far as 148th Avenue, stepping south and west to 122nd Avenue. In addition, the northern boundary of District 3 was moved south to follow the Union Pacific Railroad parallel to the Banfield Freeway east, thereby reducing District 4 (East) population. Along the boundary between Districts 1 and 3, we continue much of the existing boundary of 39th Avenue, keeping consistent the number of local street boundaries.

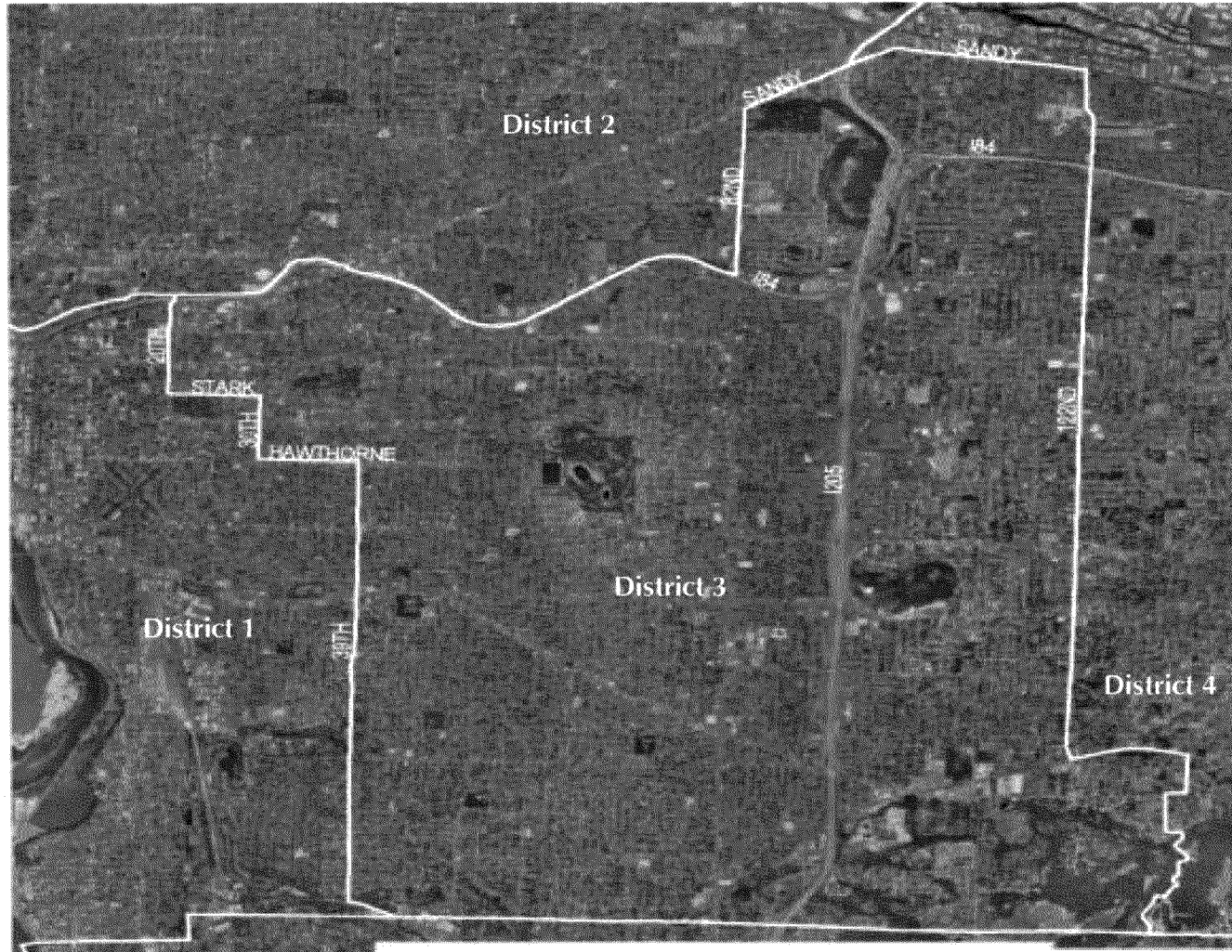
The Appendix contains the proposed common description and census tracts and blocks for each district.

Existing and Proposed Commissioner Districts

Exhibit 6



Note: Boxed area represents locations where district boundaries changed



Existing



Multnomah County
Commissioner Districts
Based on 1990 Census



Proposed



Aerial Photo
Summer 1998

The proposed plan meets most of the redistricting guidelines. Occasionally, trade-offs had to be made to balance guidelines not in agreement. For example, devising districts that achieved the mathematically exact ideal populations would result in more boundaries on local streets that would be difficult for citizens to identify. The following sections discuss the proposed plan within the context of each guideline.

Equal Population Distribution. All the districts in the proposed plan vary from the ideal by approximately two-hundredths of one percent—near mathematical equality. The range in deviation is from 30 persons above the ideal to 28 persons below the ideal, for a total range of 58 persons. Any deviation from the exact numerical ideal was a result of balancing other redistricting guidelines. Exhibit 7 shows the populations of the proposed districts.

Exhibit 7

Populations of Proposed Districts

District	2000 Population	Percent of Smallest District	Percent Over (Under) Ideal	Number of Persons Over (Under) Ideal
District 1, West	165,096	100.001%	(0.02%)	(26)
District 2, North	165,152	100.035%	0.02%	30
District 3, Central	165,094	100.000%	(0.02%)	(28)
District 4, East	165,144	100.030%	0.01%	22

Retaining Same General Districts. According to the Charter, we were also required to retain the general geographic characteristics of the existing districts. Under this plan, a total of 41,917 persons, or about six percent of the county population, changes districts. Thus, 94 percent of the population remains in its same district with its current election schedule. This proposal transfers 7,183 persons from District 3 (Central) to District 1 (West), and 10,264 from District 3 (Central) to District 2 (North). Finally, 24,470 persons were shifted from District 4 (East) to District 3 (Central).

Contiguous Districts. All districts are contiguous, with only one district crossing a body of water. District 1 (West) presently crosses the Willamette River, and it is necessary to continue that feature barring major growth in the westside population. Many connecting bridges join the west and east portions of the district.

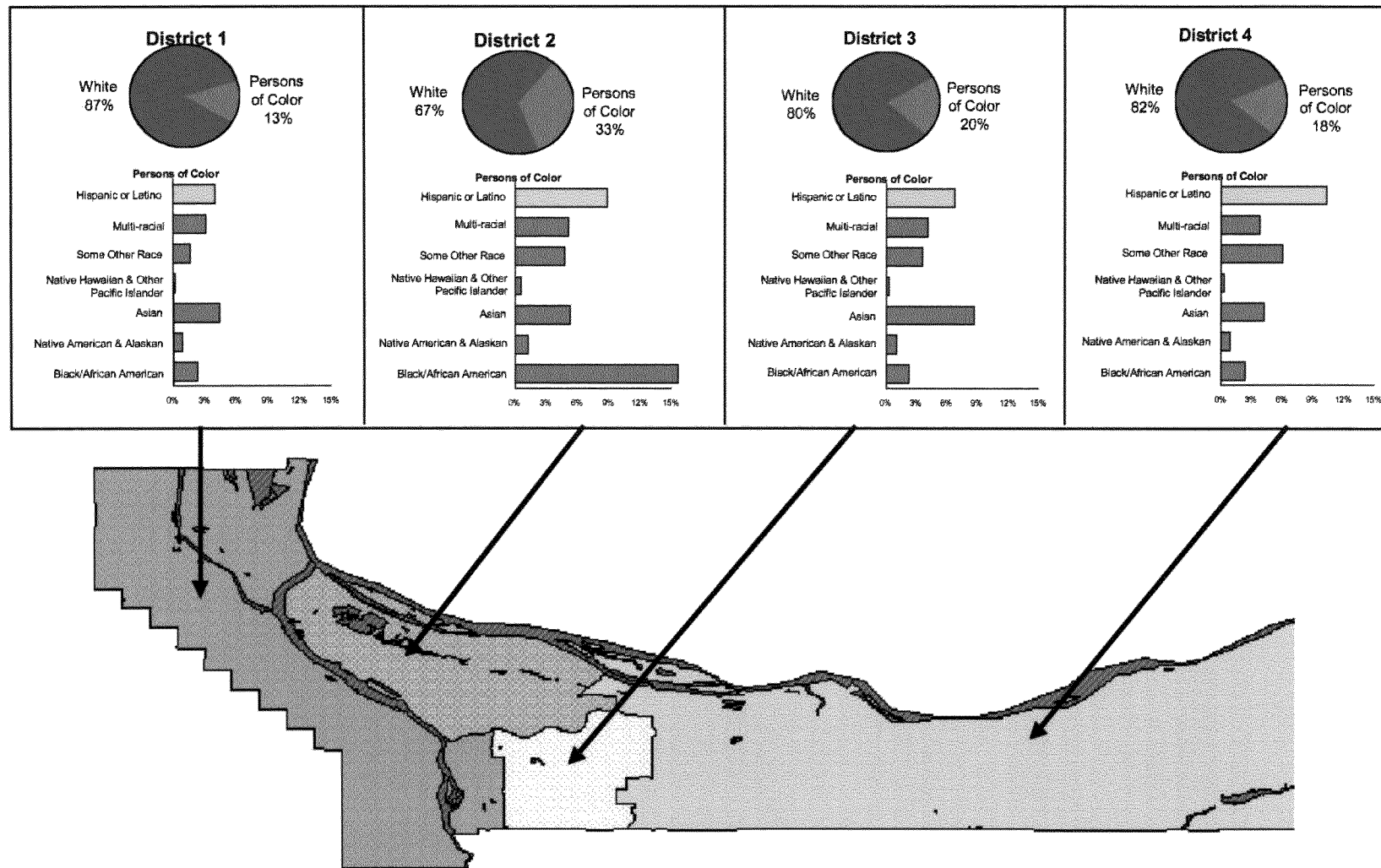
Utilization of Existing Geographic or Political Boundaries. *Oregon Revised Statutes* parallel our own Home Rule Charter mandate of preserving the same general geographic characteristics of the districts. Present boundaries were extended or retained wherever possible to simplify districts and adjust population. For example, 122nd Avenue, 39th Avenue, and the Union Pacific Railroad parallel to the Banfield Freeway follow this guideline. In addition, some prior boundaries were left unchanged while the populations were shifted. Examples of this can be seen at Sandy Boulevard and at 122nd Avenue.

Boundary Simplification. The 1991 redistricting process focused heavily on district boundary simplification, which enabled citizens to better identify and petition their elected representatives. The 1991 plan reduced the number of district boundaries from 137 to 55. Strong consideration was given to retaining simplified district boundaries. This redistricting proposal increases the number of boundaries from 55 to 59.

Avoid Using Boundaries that Could Change. There are no district boundaries defined by city limits that could change as a result of annexations. In addition, no district boundaries were chosen based on school district lines, which may also change as a result of redistricting or growth.

Representation of Language or Ethnic Minorities. *Oregon Revised Statutes* and the *United States Voting Rights Act* prohibit the intentional dilution of the voting strength of any language or ethnic minority group. Of the existing districts, District 2 (North) contains the largest concentration of any census minority group, Black/African-Americans, at 16.4 percent. The proposed redistricting plan keeps that community intact, but adds population because the district was under-populated. However, there are no other census tracts that could be added which contain as high a concentration of Black/African-Americans. As a result the District 2 (North) Black/African-American population decreased to 15.7 percent. The map following (Exhibit 8) shows racial and ethnic comparisons for each proposed district. The breakdowns by census category of existing and proposed commissioner districts are shown in Exhibit 9. Exhibit 9 also includes the ethnicity category "Hispanic or Latino."

Racial and Ethnic Demographics of Proposed Districts



Note. The pie chart section "Persons of Color" does not include Hispanics and Latinos. The Census Bureau designated Hispanics and Latinos as an ethnicity (separate from race) and the percentages for each district are represented in the bar chart above (top bar)

Exhibit 9

Racial Composition of Existing and Proposed Districts

District	Single Race Selection						Multi-racial Existing/Proposed	Hispanic or Latino (any race) Existing/Proposed
	White Existing/Proposed	Black/ African- American Existing/Proposed	Native American or Alaskan Existing/Proposed	Asian/ Asian- American Existing/Proposed	Native Hawaiian or Pacific Islander Existing/Proposed	Other Race Existing/Proposed		
1 West	87.36 / 87.25	2.27 / 2.34	0.87 / 0.89	4.51 / 4.47	0.22 / 0.22	1.63 / 1.67	3.13 / 3.17	3.95 / 4.03
2 North	66.69 / 67.20	16.39 / 15.68	1.28 / 1.26	4.92 / 5.35	0.60 / 0.59	4.94 / 4.80	5.18 / 5.12	9.14 / 8.89
3 Central	79.89 / 79.87	2.47 / 2.30	1.03 / 1.05	8.86 / 8.73	0.30 / 0.30	3.30 / 3.59	4.15 / 4.15	6.36 / 6.78
4 East	81.90 / 82.31	2.40 / 2.35	0.95 / 0.91	4.69 / 4.25	0.29 / 0.29	5.90 / 6.06	3.87 / 3.82	10.11 / 10.34
Total	79.16%	5.67%	1.03%	5.70%	0.35%	4.03%	4.07%	7.51%

Representation of Communities of Common Interest. *Oregon Revised Statutes* state that communities of common interest should not be divided. The existing districts recognize the larger communities of interest in Multnomah County. By retaining these same general districts, the proposed redistricting plan complies with this guideline. We spoke with each of the County Commissioners regarding communities of interest in their respective districts. Several communities of interest were identified during this process, and great care was taken to prevent their separation. These were: the City of Maywood Park, the Rockwood District, Gateway District, and the four east county cities of Gresham, Troutdale, Wood Village, and Fairview.

District 1 (West) contains the entire county west of the Willamette River including the downtown area, as well as the area immediately adjacent to, and connected by, many of the county's bridges.

District 2 (North) continues to follow the Union Pacific Railroad parallel to the Banfield Freeway (I-84), instead of crossing this boundary. This major transportation corridor also serves as a dividing line between the neighborhoods on the east side of the Willamette River. Special care was taken not to separate the City of Maywood Park.

District 3 (Central) has shifted east, now incorporating most of the remaining mid-county City of Portland neighborhoods. This consolidates most of the citizens of Portland under three commissioners (West, Central, and North). In addition, we took care not to spilt the Gateway District, as it was identified as a community of interest.

District 4 (East), contains the four cities of Gresham, Troutdale, Wood Village, and Fairview. This district also includes much of the unincorporated population of the County and very little of the City of Portland, which is primarily contained within the other three districts. In addition, the Rockwood District from 162nd Avenue to 201st Avenue and from Glisan Street to Division Street was determined to be a community of interest, and was not split.

By following these larger communities of interest and some major geographic boundaries, the proposed redistricting plan has followed many neighborhood association boundaries. However, because districts must be approximately equal in population and must also retain their general geographic characteristics we could not follow all neighborhood boundaries.

Connection by Transportation Links. This *Oregon Revised Statute* guideline pertains more to legislative districts that contain several counties rather than to the redistricting of a single county. Nevertheless, easy access to all parts of a district is a consideration on the local level. For example, the Willamette River could represent an impediment to transportation between the west and east portions of District 1. However, access between the two portions is relatively easy by means of the Burnside, Morrison, Hawthorne, Marquam, Ross Island, and Sellwood bridges.

Political Considerations. This office did not conduct any research into the voter registration or voting patterns of any area of the county. The redistricting plan was not designed to favor any political party, incumbent legislator, or any other person.

Appendix

District 1, West

Bounded on the north by Columbia County; bounded on the east as follows: Washington State line at the Columbia River, south to the Willamette River, south on the Willamette River to the Union Pacific R.R. at the Steel Bridge, east on the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 33rd Ave., south on 33rd Ave. becoming 32nd Ave. to Stark St., east on Stark St. to 33rd Ave., south on 33rd Ave. to Salmon St., east on Salmon St. to 39th Ave., south on 39th Ave. and its extension to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), southeast on the Portland Traction R.R. right-of-way to the Clackamas County line; bounded on the south by Clackamas County; and bounded on the west by Washington County. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 1, 2, 9.01, 9.02, 10, 11.01, 11.02, 12.01, 12.02, 13.02, 21, 43, 45, 46.01, 46.02, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60.01, 60.02, 61, 62, 63, 64.01, 64.02, 65.01, 65.02, 66.01, 66.02, 67.01, 67.02, 68.01, 68.02, 69, 70, 71; and those portions of census tracts as follows: tract 3.01, block group 1 consisting of blocks 2-7 and 12-17, block group 2 consisting of blocks 1, 2, 4, 10-24, and 999, and all of block group 3; tract 3.02, block group 4 consisting of blocks 1-30 and 36, and all of block groups 5, 6, and 7; tract 13.01, block group 2 consisting of blocks 8-18, block group 3 consisting of blocks 2-7 and 9-20, and block group 4 consisting of blocks 2-5 and 11-16; and tract 20 block groups 1, 2, 4, 5, and portions of block group 3 consisting of blocks 0 and 13.

District 2, North

Bounded on the north by the Washington State line at the Columbia River; bounded on the east and south as follows: beginning at the Washington State line at the Columbia River at a point west of Government Island (coinciding with the northwestern boundary of census tract 102), southeast along the south channel of the Columbia River to the I-205 Freeway, south on the I-205 Freeway to Sandy Blvd., northeast and east on Sandy Blvd. to 122nd Ave., south on 122nd Ave. to the Union Pacific R.R., west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to the Willamette River at the Steel Bridge; bounded on the west by the Willamette River. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 22.01, 22.02, 23.01, 23.02, 24.01, 24.02, 25.01, 25.02, 26, 27.01, 27.02, 28.01, 28.02, 29.01, 29.02, 29.03, 30, 31, 32, 33.01, 33.02, 34.01, 34.02, 35.01, 35.02, 36.01, 36.02, 36.03, 37.01, 37.02, 38.01, 38.02, 38.03, 39.01, 39.02, 40.01, 40.02, 41.01, 41.02, 42, 44, 72.01, 72.02, 74, 75, 76, 78; and those portions of census tracts as follows: tract 73 block group 1 consisting of blocks 3-13, 25-71, and 991-997; tract 77 block group 1 consisting of blocks 3-30 and all of block group 2; tract 79 block group 1 consisting of blocks 4-21 and all of block group 2; and tract 95.02 block group 3 consisting of blocks 4-6.

District 3, Central

Bounded on the north and east as follows: beginning at the intersection of 33rd Ave. and the Union Pacific R.R. parallel to the Banfield Freeway (I-84), east along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 148th Ave., south on 148th Ave. to Powell Blvd., west on Powell Blvd. to 130th Ave., south on 130th Ave. to Holgate Blvd., west on Holgate Blvd. to 122nd Ave., south on 122nd Ave. to Ramona St., east on Ramona St. to 136th Ave., south on 136th Ave. to Foster Rd., west on Foster Rd. to 134th Ave., south on 134th Ave. to Deardorff Rd., south on Deardorff Rd. to the Clackamas County line; bounded on the south by Clackamas County; bounded on the west as follows: beginning at the Clackamas County line and the Portland Traction R.R. right-of-way (40 Mile Loop Trail) near Johnson Creek Blvd. and 45th Pl., northwest along the Portland Traction R.R. right-of-way to the extension of 39th Ave. and 39th Ave. continuing north on 45th Ave. to Salmon St., west on Salmon St. to 33rd Ave., north on 33rd Ave. to Stark St., west on Stark St. to 32nd Ave., north on 32nd Ave. becoming 33rd Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84). This district consists of the following census tracts, block groups, and blocks:

All of census tracts 4.01, 4.02, 5.01, 5.02, 6.01, 6.02, 7.01, 7.02, 8.01, 8.02, 14, 15, 16.01, 16.02, 17.01, 17.02, 18.01, 18.02, 19, 80.01, 80.02, 81, 82.01, 82.02, 83.01, 83.02, 84, 85, 86, 87, 88, 89.02, 92.01, 92.02, 93.02; and those portions of census tracts as follows: tract 3.01 block group 1 consisting of blocks 0, 1, 8-11, 18, and 19, block group 2 consisting of blocks 0, 3, and 5-9; tract 3.02 block groups 1, 2, 3, and portions of 4 consisting of blocks 0, 31-35, and 37 ; tract 13.01 block group 1, portions of block group 2 consisting of blocks 0-7, portions of block group 3 consisting of blocks 0, 1, and 8, and portions of block group 4 consisting of blocks 0, 1, 6-10, and 17-20; tract 20 portions of block group 3 consisting of blocks 0 and 13; tract 89.01 portions of block group 2 consisting of blocks 3-11 and all of block group 3; tract 90 portions of block group 1 consisting of blocks 2-6 and portions of block group 2 consisting of block 13, and portions of block group 3; consisting of blocks 0-3; tract 91.01 consisting of portions of block group 2; tract 94 consisting of portions of block group 1, block 26 and all of block groups 2, 3, and 4.

District 4, East

Bounded on the north at the Washington State line at the Columbia River; bounded on the east by Hood River County; bounded on the south by Clackamas County; and bounded on the west as follows: beginning at the intersection of the Clackamas County line and Deardorff Rd., north on Deardorff Rd. to 134th Ave., north on 134th Ave. to Foster Rd., east on Foster Rd. to 136th Ave., north on 136th Ave. to Ramona St., west on Ramona St. to 122nd Ave., north on 122nd Ave. to Holgate Blvd., east on Holgate Blvd. to 130th Ave., north on 130th Ave. to Powell Blvd., east on Powell Blvd. to 148th Ave., north on 148th Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84), west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 122nd Ave., north on 122nd Ave.

to Sandy Blvd., west and southwest on Sandy Blvd. to the I-205 Freeway, north on the I-205 Freeway to the south channel of the Columbia River, northwest along the south channel of the Columbia River to the Washington State line at a point west of Government Island. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 91.02, 93.01, 95.01, 96.03, 96.04, 96.05, 96.06, 97.01, 97.02, 98.01, 98.03, 98.04, 99.01, 99.02, 99.03, 100.01, 100.02, 101, 102, 103.03, 103.04, 103.05, 103.06, 104.02, 104.05, 104.06, 104.07, 104.08, 104.09, and 105; and those portions of census tracts as follows: tract 73 consisting of portions of block group 1, blocks 0-2, 14-24, 72-110, 989, 990, 998 and 999; tract 77 consisting of portions of block group 1, blocks 0-2 and 31-32; 79 consisting of portions of block group 1, blocks 0-3; 89.01 block group 1, and consisting of portions of block group 2, blocks 0-2; tract 90 consisting of portions of block group 1, blocks 0-1 and 7-11, portions of block group 2, blocks 0-12 and 14-16; tract 91.01 block group 1; tract 94 portions of block group 1, blocks 0-25; and tract 95.02 block groups 1, 2, and portions of block group 3, blocks 0-3 and 7-16.

On page 17, the description of District 3, Central, 3rd line from the bottom of the first paragraph should read:
continuing north on 39th NOT 45th..

2001 Redistricting Plan Multnomah County Commissioner Districts July 2001

Suzanne Flynn, Multnomah County Auditor
Matt Nice, Senior Management Auditor





MEMORANDUM

Date: 7/13/01

To: Diane Linn, Multnomah County Chair
Maria Rojo de Steffey, Commissioner, District 1
Serena Cruz, Commissioner, District 2
Lisa Naito, Commissioner, District 3
Lonnie Roberts, Commissioner, District 4

From: Suzanne Flynn, County Auditor

Subject: Reapportionment Plan

Attached is the proposed plan to reapportion the commissioner districts. According to County Charter, the Auditor is required to determine the population distribution among the commissioner districts no later than August 1 in the year the census is released and recommend a plan to redraw district lines if the population of any district is more than 103% of any other district. We found that District 4 (East) was 22.4% larger than District 2 (North) and that redrawing district boundaries was required. Our plan more than meets Charter requirements; the largest district is now only 100.035% more than the smallest, near mathematical equality.

As required by the Charter, the plan was reviewed with the Elections Division. We retained, as nearly as possible, the general geographic characteristics of districts established by charter.

SUZANNE FLYNN, Auditor Multnomah County

501 SE Hawthorne, Room 601
Portland, Oregon 97214
Telephone (503) 988-3320
Telefax (503) 988-3019
www.multnomah.lib.or.us/aud

Further, we maintained many of the previous boundaries and created new boundaries that are easily recognizable to minimize confusion.

In preparing these boundaries, we used the Charter, Oregon Revised Statutes, United States Supreme Court rulings, and suggestions from the Multnomah County Elections Division. We also included information in this report about the characteristics of the population that should be useful to the Commissioners and citizens.

We would like to thank the Multnomah County GIS Program, County Attorney, and Elections Division for their assistance in this process.

Recent History of County Commissioner Districts

Reapportionment is the process of reassigning a number of representatives to established districts. The number and district boundaries do not change, but the number of members per district does. Redistricting is the process of changing the district boundaries. The number of members per district does not change, but the districts' boundaries do. Both reapportionment and redistricting processes occurred in Multnomah County after voters amended its Home Rule Charter in November 1984. The Charter Review Commission prepared an amendment that reduced commissioner districts from five to four and provided that the Chair of the Board be elected at large. In proposing this ballot measure, the Charter Review Commission reapportioned and redistricted using 1980 Census data. Redistricting the four commissioner districts occurred again in 1991.

Home Rule Charter Mandates

The Multnomah County Home Rule Charter Section 3.15 directs the Auditor to determine from decennial census data whether the population of any commissioner district is more than 103 percent of the population of any other commissioner district. If such a disproportion is found, the Charter directs the Auditor, in consultation with the Multnomah County Elections Division, to prepare and present to the Board of County Commissioners a plan for modifying the commissioner district boundaries by August 1 of that year. The Charter allows the Board 45 days after receipt of the County Auditor's plan to alter by ordinance the boundaries of the commissioner districts.

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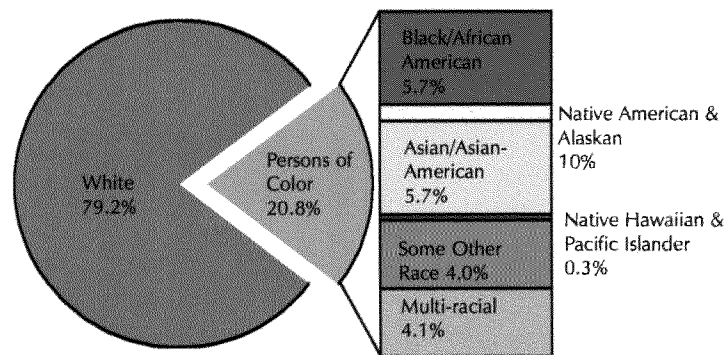
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		White	Black/African-American	Native American/Alaskan	Asian/Asian-American	Hawaiian-Pacific Islander	Other		
1 West	157,913	137,954	3,592	1,377	7,120	350	2,572	4,948	6,236
2 North	154,888	103,295	25,392	1,975	7,623	935	7,649	8,019	14,158
3 Central	158,071	126,276	3,897	1,633	14,000	482	5,220	6,563	10,052
4 East	189,614	155,300	4,553	1,800	8,895	553	11,179	7,334	19,161
Total	660,486	522,825	37,434	6,785	37,638	2,320	26,620	26,864	49,607

Exhibit 2 shows the present racial breakdown of the county, not including Hispanics or Latinos. During the 2000 Census, individuals were able to identify both their race and ethnicity, therefore Hispanic and Latino represent concentrations of that ethnicity across all racial categories. The Hispanic and Latino (ethnicity) population has more than doubled to 7.5% of the total county population. Exhibit 3 illustrates the growth of the Hispanic and Latino population across existing districts from 1990 to 2000. District 4 (East) showed the greatest increase of more than 7%.

Exhibit 2

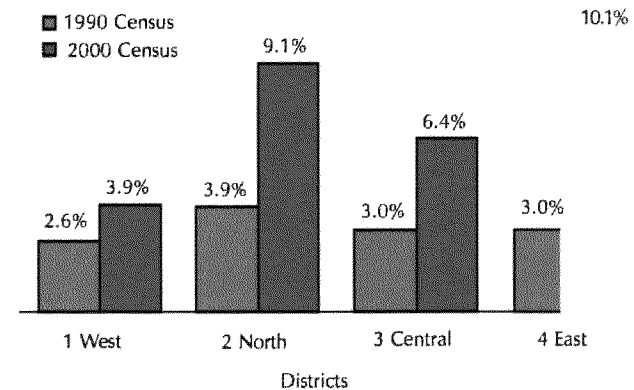
2000 Census Demographics of Multnomah County Citizens by Existing District



Note: Persons of Color does not include the ethnicity Hispanics & Latinos, which account for 7.5% of the total county population

Exhibit 3

Hispanic and Latino Population Across Existing Districts



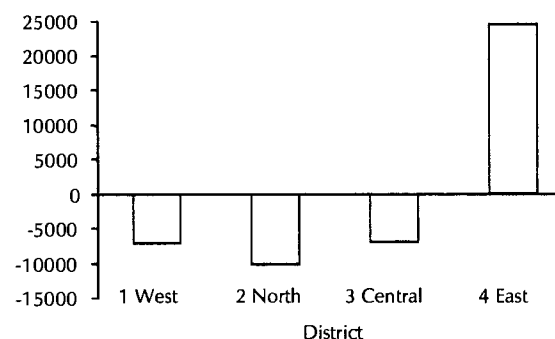
Redistricting Required

Population changes triggered a need for redistricting based on our calculations of the ideal-sized commissioner district of 165,122 persons (the 2000 county population divided by the number of districts). We found population variance ranging from 10,234 under the ideal to 24,492 over. District 4 (East) is 22.4 percent larger than District 2 (North), mandating redistricting under the Home Rule Charter. Exhibits 4 and 5 below display the existing districts, 2000 population, and deviation from the ideal district population.

Exhibit 4
2000 Population in Existing Districts

Commissioner District (representative)	2000 Population
District 1, West (Rojo de Steffey)	157,913
District 2, North (Cruz)	154,888
District 3, Central (Naito)	158,071
District 4, East (Roberts)	189,614

Exhibit 5
Population Variance from Ideal



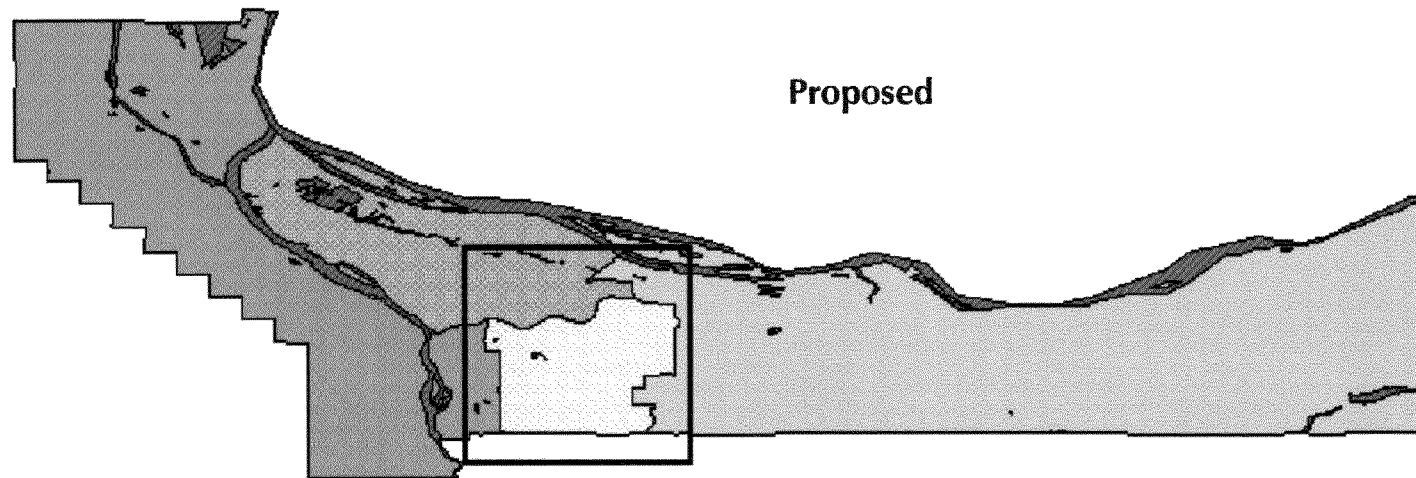
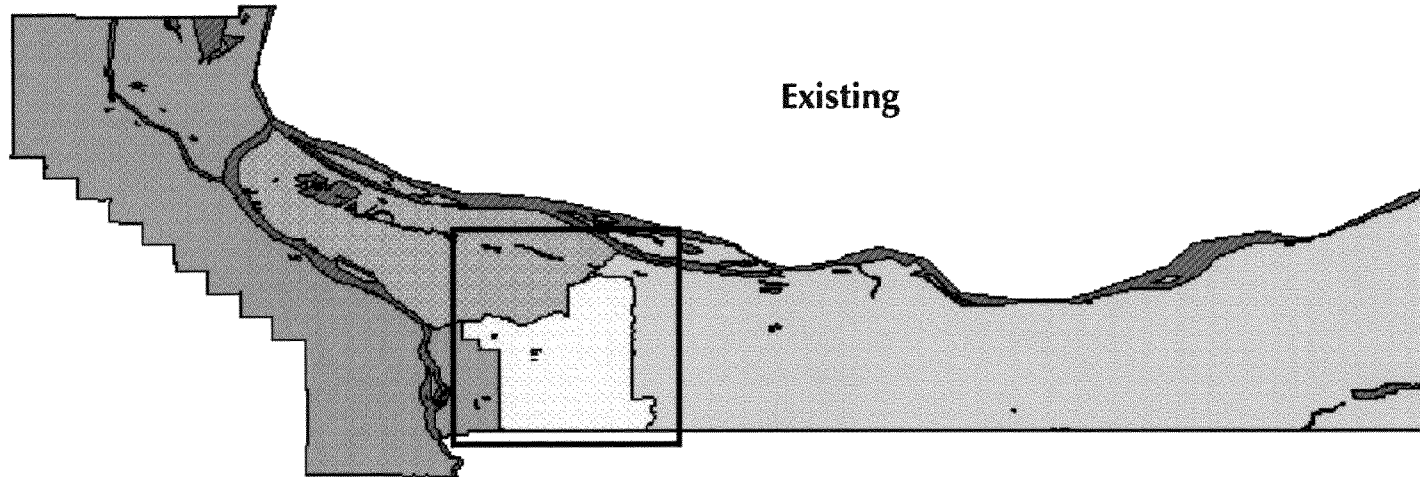
Proposed Redistricting Plan

Exhibit 6 displays the existing and proposed commissioner districts (areas of change are boxed), followed by more detailed maps. We expanded District 1 (West) northeasterly along the Union Pacific Railroad parallel to the Banfield Freeway (I-84) to 33rd Avenue to increase its population. District 2 (North) was expanded along the Union Pacific Railroad parallel to the Banfield Freeway southeasterly to 122nd Avenue. This significantly shifted District 3 (Central) to the east as far as 148th Avenue, stepping south and west to 122nd Avenue. In addition, the northern boundary of District 3 was moved south to follow the Union Pacific Railroad parallel to the Banfield Freeway east, thereby reducing District 4 (East) population. Along the boundary between Districts 1 and 3, we continue much of the existing boundary of 39th Avenue, keeping consistent the number of local street boundaries.

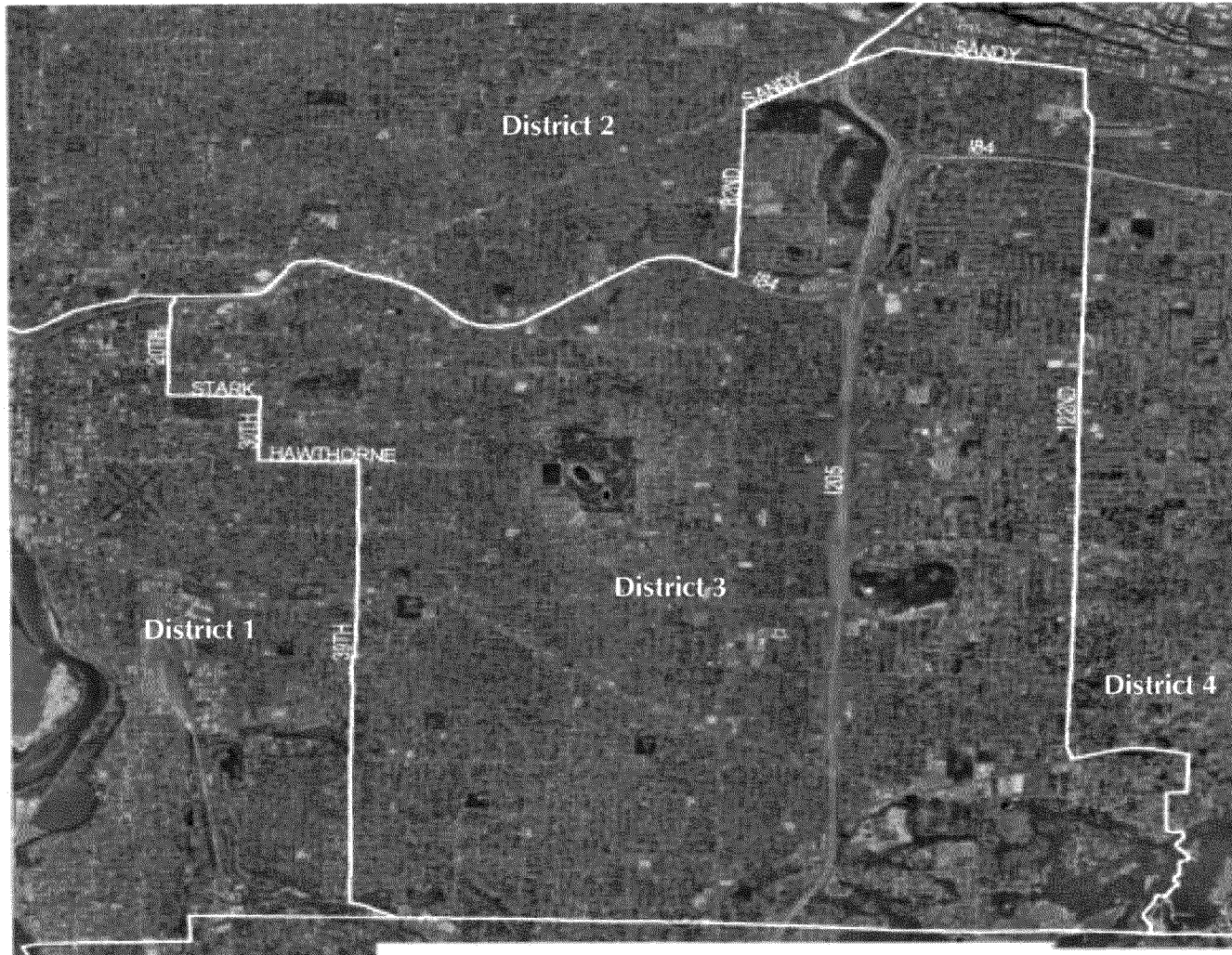
The Appendix contains the proposed common description and census tracts and blocks for each district.

Existing and Proposed Commissioner Districts

Exhibit 6



Note: Boxed area represents locations where district boundaries changed



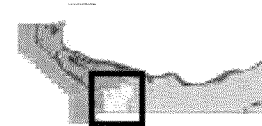
Existing



Multnomah County
Commissioner Districts
Based on 1990 Census



Proposed



The proposed plan meets most of the redistricting guidelines. Occasionally, trade-offs had to be made to balance guidelines not in agreement. For example, devising districts that achieved the mathematically exact ideal populations would result in more boundaries on local streets that would be difficult for citizens to identify. The following sections discuss the proposed plan within the context of each guideline.

Equal Population Distribution. All the districts in the proposed plan vary from the ideal by approximately two-hundredths of one percent—near mathematical equality. The range in deviation is from 30 persons above the ideal to 28 persons below the ideal, for a total range of 58 persons. Any deviation from the exact numerical ideal was a result of balancing other redistricting guidelines. Exhibit 7 shows the populations of the proposed districts.

Exhibit 7

Populations of Proposed Districts

District	2000 Population	Percent of Smallest District	Percent Over (Under) Ideal	Number of Persons Over (Under) Ideal
District 1, West	165,096	100.001%	(0.02%)	(26)
District 2, North	165,152	100.035%	0.02%	30
District 3, Central	165,094	100.000%	(0.02%)	(28)
District 4, East	165,144	100.030%	0.01%	22

Retaining Same General Districts. According to the Charter, we were also required to retain the general geographic characteristics of the existing districts. Under this plan, a total of 41,917 persons, or about six percent of the county population, changes districts. Thus, 94 percent of the population remains in its same district with its current election schedule. This proposal transfers 7,183 persons from District 3 (Central) to District 1 (West), and 10,264 from District 3 (Central) to District 2 (North). Finally, 24,470 persons were shifted from District 4 (East) to District 3 (Central).

Contiguous Districts. All districts are contiguous, with only one district crossing a body of water. District 1 (West) presently crosses the Willamette River, and it is necessary to continue that feature barring major growth in the westside population. Many connecting bridges join the west and east portions of the district.

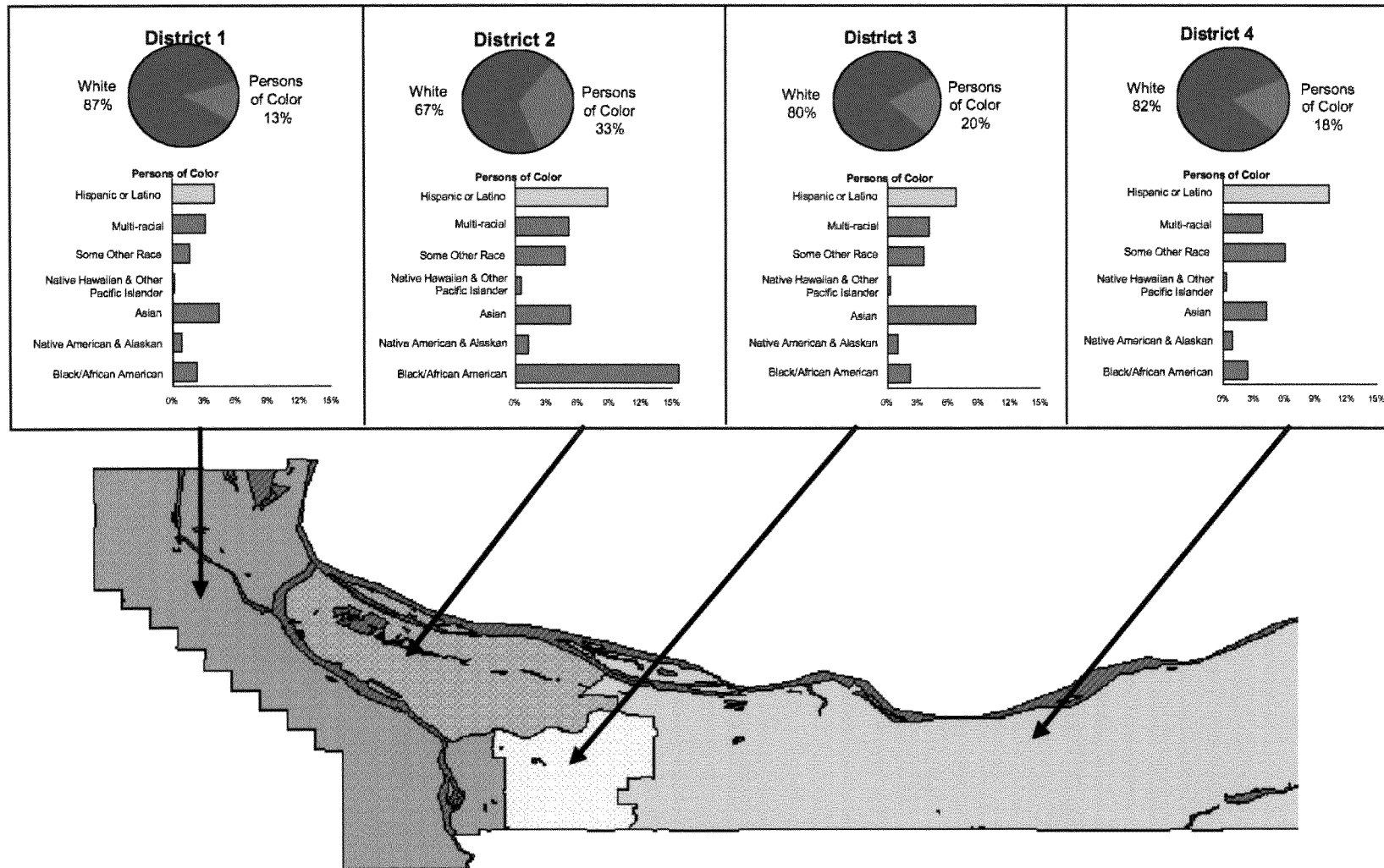
Utilization of Existing Geographic or Political Boundaries. *Oregon Revised Statutes* parallel our own Home Rule Charter mandate of preserving the same general geographic characteristics of the districts. Present boundaries were extended or retained wherever possible to simplify districts and adjust population. For example, 122nd Avenue, 39th Avenue, and the Union Pacific Railroad parallel to the Banfield Freeway follow this guideline. In addition, some prior boundaries were left unchanged while the populations were shifted. Examples of this can be seen at Sandy Boulevard and at 122nd Avenue.

Boundary Simplification. The 1991 redistricting process focused heavily on district boundary simplification, which enabled citizens to better identify and petition their elected representatives. The 1991 plan reduced the number of district boundaries from 137 to 55. Strong consideration was given to retaining simplified district boundaries. This redistricting proposal increases the number of boundaries from 55 to 59.

Avoid Using Boundaries that Could Change. There are no district boundaries defined by city limits that could change as a result of annexations. In addition, no district boundaries were chosen based on school district lines, which may also change as a result of redistricting or growth.

Representation of Language or Ethnic Minorities. *Oregon Revised Statutes* and the *United States Voting Rights Act* prohibit the intentional dilution of the voting strength of any language or ethnic minority group. Of the existing districts, District 2 (North) contains the largest concentration of any census minority group, Black/African-Americans, at 16.4 percent. The proposed redistricting plan keeps that community intact, but adds population because the district was under-populated. However, there are no other census tracts that could be added which contain as high a concentration of Black/African-Americans. As a result the District 2 (North) Black/African-American population decreased to 15.7 percent. The map following (Exhibit 8) shows racial and ethnic comparisons for each proposed district. The breakdowns by census category of existing and proposed commissioner districts are shown in Exhibit 9. Exhibit 9 also includes the ethnicity category "Hispanic or Latino."

Racial and Ethnic Demographics of Proposed Districts



Note: The pie chart section "Persons of Color" does not include Hispanics and Latinos. The Census Bureau designated Hispanics and Latinos as an ethnicity (separate from race) and the percentages for each district are represented in the bar chart above (top bar).

Exhibit 9

Racial Composition of Existing and Proposed Districts

District	Single Race Selection						Multi-racial Existing/Proposed	Hispanic or Latino (any race) Existing/Proposed
	White Existing/Proposed	Black/ African- American Existing/Proposed	Native American or Alaskan Existing/Proposed	Asian/ Asian- American Existing/Proposed	Native Hawaiian or Pacific Islander Existing/Proposed	Other Race Existing/Proposed		
1 West	87.36 / 87.25	2.27 / 2.34	0.87 / 0.89	4.51 / 4.47	0.22 / 0.22	1.63 / 1.67	3.13 / 3.17	3.95 / 4.03
2 North	66.69 / 67.20	16.39 / 15.68	1.28 / 1.26	4.92 / 5.35	0.60 / 0.59	4.94 / 4.80	5.18 / 5.12	9.14 / 8.89
3 Central	79.89 / 79.87	2.47 / 2.30	1.03 / 1.05	8.86 / 8.73	0.30 / 0.30	3.30 / 3.59	4.15 / 4.15	6.36 / 6.78
4 East	81.90 / 82.31	2.40 / 2.35	0.95 / 0.91	4.69 / 4.25	0.29 / 0.29	5.90 / 6.06	3.87 / 3.82	10.11 / 10.34
Total	79.16%	5.67%	1.03%	5.70%	0.35%	4.03%	4.07%	7.51%

Representation of Communities of Common Interest. *Oregon Revised Statutes* state that communities of common interest should not be divided. The existing districts recognize the larger communities of interest in Multnomah County. By retaining these same general districts, the proposed redistricting plan complies with this guideline. We spoke with each of the County Commissioners regarding communities of interest in their respective districts. Several communities of interest were identified during this process, and great care was taken to prevent their separation. These were: the City of Maywood Park, the Rockwood District, Gateway District, and the four east county cities of Gresham, Troutdale, Wood Village, and Fairview.

District 1 (West) contains the entire county west of the Willamette River including the downtown area, as well as the area immediately adjacent to, and connected by, many of the county's bridges.

District 2 (North) continues to follow the Union Pacific Railroad parallel to the Banfield Freeway (I-84), instead of crossing this boundary. This major transportation corridor also serves as a dividing line between the neighborhoods on the east side of the Willamette River. Special care was taken not to separate the City of Maywood Park.

District 3 (Central) has shifted east, now incorporating most of the remaining mid-county City of Portland neighborhoods. This consolidates most of the citizens of Portland under three commissioners (West, Central, and North). In addition, we took care not to spilt the Gateway District, as it was identified as a community of interest.

District 4 (East), contains the four cities of Gresham, Troutdale, Wood Village, and Fairview. This district also includes much of the unincorporated population of the County and very little of the City of Portland, which is primarily contained within the other three districts. In addition, the Rockwood District from 162nd Avenue to 201st Avenue and from Glisan Street to Division Street was determined to be a community of interest, and was not split.

By following these larger communities of interest and some major geographic boundaries, the proposed redistricting plan has followed many neighborhood association boundaries. However, because districts must be approximately equal in population and must also retain their general geographic characteristics we could not follow all neighborhood boundaries.

Connection by Transportation Links. This *Oregon Revised Statute* guideline pertains more to legislative districts that contain several counties rather than to the redistricting of a single county. Nevertheless, easy access to all parts of a district is a consideration on the local level. For example, the Willamette River could represent an impediment to transportation between the west and east portions of District 1. However, access between the two portions is relatively easy by means of the Burnside, Morrison, Hawthorne, Marquam, Ross Island, and Sellwood bridges.

Political Considerations. This office did not conduct any research into the voter registration or voting patterns of any area of the county. The redistricting plan was not designed to favor any political party, incumbent legislator, or any other person.

Appendix

District 1, West

Bounded on the north by Columbia County; bounded on the east as follows: Washington State line at the Columbia River, south to the Willamette River, south on the Willamette River to the Union Pacific R.R. at the Steel Bridge, east on the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 33rd Ave., south on 33rd Ave. becoming 32nd Ave. to Stark St., east on Stark St. to 33rd Ave., south on 33rd Ave. to Salmon St., east on Salmon St. to 39th Ave., south on 39th Ave. and its extension to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), southeast on the Portland Traction R.R. right-of-way to the Clackamas County line; bounded on the south by Clackamas County; and bounded on the west by Washington County. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 1, 2, 9.01, 9.02, 10, 11.01, 11.02, 12.01, 12.02, 13.02, 21, 43, 45, 46.01, 46.02, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60.01, 60.02, 61, 62, 63, 64.01, 64.02, 65.01, 65.02, 66.01, 66.02, 67.01, 67.02, 68.01, 68.02, 69, 70, 71; and those portions of census tracts as follows: tract 3.01, block group 1 consisting of blocks 2-7 and 12-17, block group 2 consisting of blocks 1, 2, 4, 10-24, and 999, and all of block group 3; tract 3.02, block group 4 consisting of blocks 1-30 and 36, and all of block groups 5, 6, and 7; tract 13.01, block group 2 consisting of blocks 8-18, block group 3 consisting of blocks 2-7 and 9-20, and block group 4 consisting of blocks 2-5 and 11-16; and tract 20 block groups 1, 2, 4, 5, and portions of block group 3 consisting of blocks 0 and 13.

District 2, North

Bounded on the north by the Washington State line at the Columbia River; bounded on the east and south as follows: beginning at the Washington State line at the Columbia River at a point west of Government Island (coinciding with the northwestern boundary of census tract 102), southeast along the south channel of the Columbia River to the I-205 Freeway, south on the I-205 Freeway to Sandy Blvd., northeast and east on Sandy Blvd. to 122nd Ave., south on 122nd Ave. to the Union Pacific R.R., west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to the Willamette River at the Steel Bridge; bounded on the west by the Willamette River. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 22.01, 22.02, 23.01, 23.02, 24.01, 24.02, 25.01, 25.02, 26, 27.01, 27.02, 28.01, 28.02, 29.01, 29.02, 29.03, 30, 31, 32, 33.01, 33.02, 34.01, 34.02, 35.01, 35.02, 36.01, 36.02, 36.03, 37.01, 37.02, 38.01, 38.02, 38.03, 39.01, 39.02, 40.01, 40.02, 41.01, 41.02, 42, 44, 72.01, 72.02, 74, 75, 76, 78; and those portions of census tracts as follows: tract 73 block group 1 consisting of blocks 3-13, 25-71, and 991-997; tract 77 block group 1 consisting of blocks 3-30 and all of block group 2; tract 79 block group 1 consisting of blocks 4-21 and all of block group 2; and tract 95.02 block group 3 consisting of blocks 4-6.

District 3, Central

Bounded on the north and east as follows: beginning at the intersection of 33rd Ave. and the Union Pacific R.R. parallel to the Banfield Freeway (I-84), east along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 148th Ave., south on 148th Ave. to Powell Blvd., west on Powell Blvd. to 130th Ave., south on 130th Ave. to Holgate Blvd., west on Holgate Blvd. to 122nd Ave., south on 122nd Ave. to Ramona St., east on Ramona St. to 136th Ave., south on 136th Ave. to Foster Rd., west on Foster Rd. to 134th Ave., south on 134th Ave. to Deardorff Rd., south on Deardorff Rd. to the Clackamas County line; bounded on the south by Clackamas County; bounded on the west as follows: beginning at the Clackamas County line and the Portland Traction R.R. right-of-way (40 Mile Loop Trail) near Johnson Creek Blvd. and 45th Pl., northwest along the Portland Traction R.R. right-of-way to the extension of 39th Ave. and 39th Ave. continuing north on 39th Ave. to Salmon St., west on Salmon St. to 33rd Ave., north on 33rd Ave. to Stark St., west on Stark St. to 32nd Ave., north on 32nd Ave. becoming 33rd Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84). This district consists of the following census tracts, block groups, and blocks:

All of census tracts 4.01, 4.02, 5.01, 5.02, 6.01, 6.02, 7.01, 7.02, 8.01, 8.02, 14, 15, 16.01, 16.02, 17.01, 17.02, 18.01, 18.02, 19, 80.01, 80.02, 81, 82.01, 82.02, 83.01, 83.02, 84, 85, 86, 87, 88, 89.02, 92.01, 92.02, 93.02; and those portions of census tracts as follows: tract 3.01 block group 1 consisting of blocks 0, 1, 8-11, 18, and 19, block group 2 consisting of blocks 0, 3, and 5-9; tract 3.02 block groups 1, 2, 3, and portions of 4 consisting of blocks 0, 31-35, and 37 ; tract 13.01 block group 1, portions of block group 2 consisting of blocks 0-7, portions of block group 3 consisting of blocks 0, 1, and 8, and portions of block group 4 consisting of blocks 0, 1, 6-10, and 17-20; tract 20 portions of block group 3 consisting of blocks 0 and 13; tract 89.01 portions of block group 2 consisting of blocks 3-11 and all of block group 3; tract 90 portions of block group 1 consisting of blocks 2-6 and portions of block group 2 consisting of block 13, and portions of block group 3; consisting of blocks 0-3; tract 91.01 consisting of portions of block group 2; tract 94 consisting of portions of block group 1, block 26 and all of block groups 2, 3, and 4.

District 4, East

Bounded on the north at the Washington State line at the Columbia River; bounded on the east by Hood River County; bounded on the south by Clackamas County; and bounded on the west as follows: beginning at the intersection of the Clackamas County line and Deardorff Rd., north on Deardorff Rd. to 134th Ave., north on 134th Ave. to Foster Rd., east on Foster Rd. to 136th Ave., north on 136th Ave. to Ramona St., west on Ramona St. to 122nd Ave., north on 122nd Ave. to Holgate Blvd., east on Holgate Blvd. to 130th Ave., north on 130th Ave. to Powell Blvd., east on Powell Blvd. to 148th Ave., north on 148th Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84), west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 122nd Ave., north on 122nd Ave.

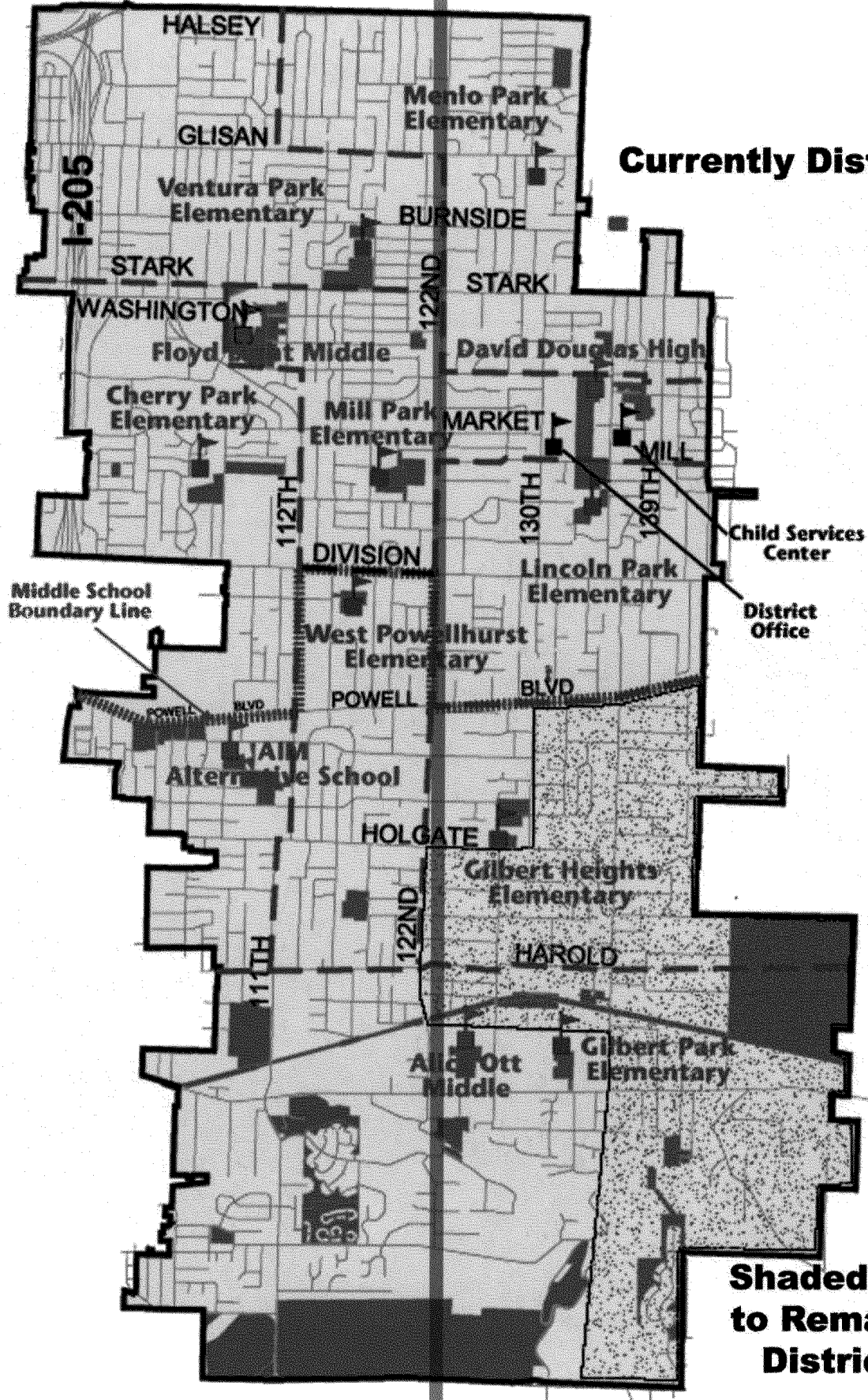
to Sandy Blvd., west and southwest on Sandy Blvd. to the I-205 Freeway, north on the I-205 Freeway to the south channel of the Columbia River, northwest along the south channel of the Columbia River to the Washington State line at a point west of Government Island. This district consists of the following census tracts, block groups, and blocks:

All of census tracts 91.02, 93.01, 95.01, 96.03, 96.04, 96.05, 96.06, 97.01, 97.02, 98.01, 98.03, 98.04, 99.01, 99.02, 99.03, 100.01, 100.02, 101, 102, 103.03, 103.04, 103.05, 103.06, 104.02, 104.05, 104.06, 104.07, 104.08, 104.09, and 105; and those portions of census tracts as follows: tract 73 consisting of portions of block group 1, blocks 0-2, 14-24, 72-110, 989, 990, 998 and 999; tract 77 consisting of portions of block group 1, blocks 0-2 and 31-32; 79 consisting of portions of block group 1, blocks 0-3; 89.01 block group 1, and consisting of portions of block group 2, blocks 0-2; tract 90 consisting of portions of block group 1, blocks 0-1 and 7-11, portions of block group 2, blocks 0-12 and 14-16; tract 91.01 block group 1; tract 94 portions of block group 1, blocks 0-25; and tract 95.02 block groups 1, 2, and portions of block group 3, blocks 0-3 and 7-16.

Currently District 3

**David Douglas
School District**







Currently District 4

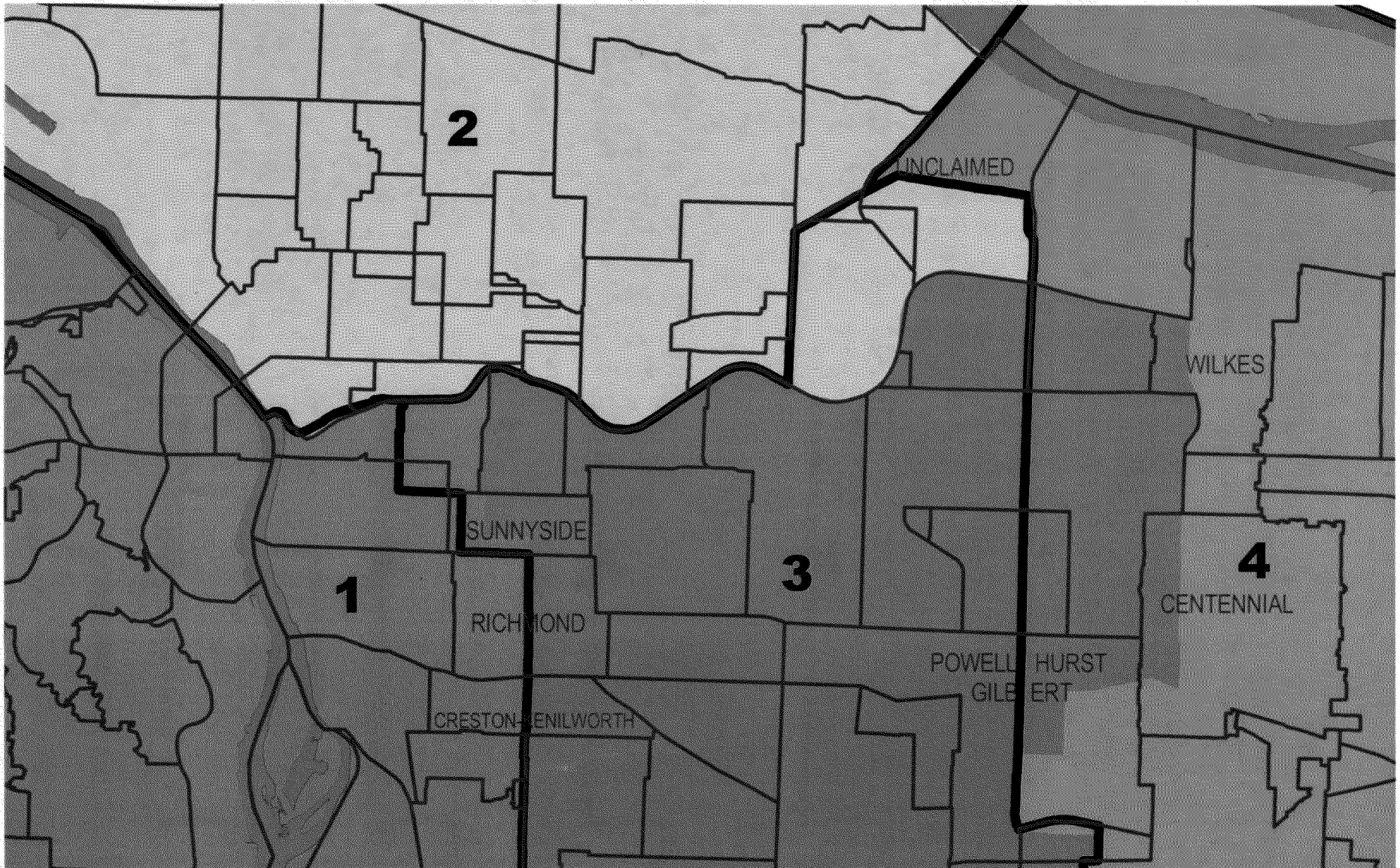




Multnomah County

Commissioner Districts and Neighborhood Boundaries

-  Neighborhood Boundaries
-  1990 Commissioner Districts
- Proposed 2000 Commissioner Districts
-  1
-  2
-  3
-  4



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 964

Amending Commissioner District Boundaries in Compliance with Multnomah County Home Rule Charter

(Language stricken is deleted; double- underlined language is new.)

The Multnomah County Board of Commissioners Finds:

- a. County Charter Section 3.15 requires that the auditor determine by August 1 after the release of each federal decennial census the population distribution among the commissioner districts specified by the Charter.
- b. The auditor has made the required determination and timely reported it to the Board. In accordance with the Charter, the auditor has prepared and presented to the Board a plan to modify the boundaries of the commissioner districts to provide approximately equal population distribution while generally retaining the geographical characteristics of districts.
- c. As required by the Charter, the Board adopts this ordinance to alter the boundaries of the commissioner districts to provide for approximately equal population distribution and retaining the general geographical characteristics of the districts established by the Charter.

Multnomah County Ordains as Follows:

Section 1. The commissioner districts set forth in the Multnomah County Home Rule Charter, Section 3.10, are amended to read as follows:

CHAPTER III. GOVERNING BODY

3.10. Membership.

The governing body shall be a board of five county commissioners. The chair of the board shall be elected from the county at large. Four county commissioners shall be elected from districts as herein established and described.

- (1) Position No. 1 shall be occupied by that commissioner elected from or appointed to the West District, the boundaries of which are as follows:

(1) Position No. 1 shall be occupied by that commissioner elected from or appointed to the West District, the boundaries of which are as follows:

~~Bounded on the north by Columbia County; bounded on the east as follows: Washington State line at the Columbia River, south to Willamette River, south on the Willamette River to the Union Pacific R.R. at the Steel Bridge, east on the Union Pacific R.R. parallel to the Banfield Freeway to 21st Ave., south on 21st Ave. to 20th Ave., south on 20th Ave. to Stark St., east on Stark St. to 30th Ave., south on 30th Ave. to Hawthorne St., east on Hawthorne St. to 39th Ave., south on 39th Ave. and its extension to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), southeast on the Portland Traction R.R. right-of-way to the Clackamas County line; bounded on the south by Clackamas County; and bounded on the west by Washington County.~~ Bounded on the north by Columbia County; bounded on the east as follows: Washington State line at the Columbia River, south to Willamette River, south on the Willamette River to the Union Pacific R.R. at the Steel Bridge, east on the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 33rd Ave., south on 33rd Ave. becoming 32nd Ave. to Stark St., east on Stark St. to 33rd Ave., south on 33rd Ave. to Salmon St., east on Salmon St. to 39th Ave., south on 39th Ave. and its extension to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), southeast on the Portland Traction R.R. right-of-way to Clackamas County line; bounded on the south by Clackamas County; and bounded on the west by Washington County

(2) Position No. 2 shall be occupied by that commissioner elected from or appointed to the North District, the boundaries of which are as follows:

~~Bounded on the north by the Washington state line at the Columbia River; bounded on the east and south as follows: beginning at the Washington State line and the Columbia River at a point west of Government Island, southeast along the south channel of the Columbia River to I-205, south on I-205 to Sandy Blvd., southwest on Sandy Blvd. to 82nd Ave., south on~~

~~82nd Ave. to the Union Pacific R.R. at the Banfield Freeway, west along the Union Pacific R.R. parallel to the Banfield Freeway to the Willamette River at the Steel Bridge; bounded on the west by the Willamette River. Bounded on the north by the Washington State line at the Columbia River; bounded on the east and south as follows: beginning at the Washington State line and the Columbia river at a point west of Government Island (coinciding with the northwestern boundary of census tract 102), southeast along the south channel of the Columbia River to I-205, south on I-205 to Sandy Blvd., northeast and east on Sandy Blvd. to 122nd Ave., south on 122nd Ave. to the Union Pacific R.R., west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to the Willamette River at the Steel Bridge; bounded on the west by the Willamette River.~~

(3) Position No. 3 shall be occupied by that commissioner elected from or appointed to the Central District, the boundaries of which are as follows:

~~Bounded on the north and east as follows: beginning at the intersection of 21st Ave. and the Union Pacific R.R. at the Banfield Freeway, east along the Union Pacific R.R. parallel to the Banfield Freeway to 82nd Ave., north on 82nd Ave. to Sandy Blvd., northeast and east on Sandy Blvd. to 121st Pl.; south on 121st Pl. to 122nd Ave., south on 122nd Ave. to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), east on the Portland Traction R.R. right-of-way to 136th Ave., south on 136th Ave. to Foster Rd., west on Foster Rd. to 134th Ave. south on 134th Ave. to Deardorff Rd., south on Deardorff Rd. to the Clackamas County line; bounded on the south by Clackamas County; bounded on the west as follows: beginning at the Clackamas County line and the Portland Traction R.R. right-of-way (40 Mile Loop Trail) near Johnson Creek Blvd. and 45th Pl., northwest along the Portland Traction R.R. right-of-way to the extension of 39th Ave., north on the extension of 39th Ave. and 39th Ave. to Hawthorne Blvd., west on Hawthorne Blvd. to 30th Ave., north on 30th Ave. to Stark St., west on Stark St. to 20th Ave., north on 20th Ave. to 21st Ave. north~~

on 21st Ave. to the Union Pacific R.R. at the Banfield Freeway. Bounded on the north and east as follows: beginning at the intersection 33rd Ave. and the Union Pacific R.R. at the Banfield Freeway (I-84), east along the Union Pacific R.R. parallel to the Banfield Freeway (I-84), to 148th Ave., south on 148th Ave. to Powell Blvd., west on Powell Blvd. to 130th Ave., south on 130th Ave. to Holgate Blvd., west on Holgate Blvd. to 122nd Ave., south on 122nd Ave. to Ramona St., east on Ramona St. to 136th Ave., south on 136th Ave. to Foster Rd., west on Foster Rd. to 134th Ave., south on 134th Ave. to Deardorff Rd., south on Deardorff Rd. to the Clackamas County line; bounded on the south by Clackamas County; bounded on the west as follows: beginning at the Clackamas County line and the Portland Traction R.R. right-of-way (40 Mile Loop Trail) near Johnson Creek Blvd. and 45th Pl., northwest along the Portland Traction R.R. right-of-way to the extension of 39th Ave. and 39th Ave. continuing north on 39th Ave. to Salmon St., west on Salmon St. to 33rd Ave., north on 33rd Ave. to Stark St., west on Stark St. to 32nd Ave., north on 32nd Ave. becoming 33rd Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84).

(4) Position No. 4 shall be occupied by that commissioner elected from or appointed to the East District, the boundaries of which are as follows:

~~Bounded on the north by the Washington State line and the Columbia River; bounded on the east by Hood River County; bounded on the south by Clackamas County; and bounded on the west as follows: beginning at the intersection of the Clackamas County line and Deardorff Rd., north on Deardorff Rd. to 134th Ave., north on 134th Ave. to Foster Rd., east on Foster Rd. to 136th Ave., north on 136th Ave. to the Portland Traction R.R. right-of-way (40 Mile Loop Trail), west on the Portland Traction R.R. right-of-way to 122nd Ave., north on 122nd Ave. to 121st Pl., north on 121st Pl. to Sandy Blvd., west on Sandy Blvd. to I-205, north on I-205 to the south channel of the Columbia River, northwest on the south channel~~

of the Columbia River to the Washington State line at a point west of Government Island. Bounded on the north at the Washington State line and the Columbia River; bounded on the east by Hood River County; bounded on the south by Clackamas County; and bounded on the west as follows: beginning at the intersection of the Clackamas County Line and Deardorff Rd., north on Deardorff Rd. to 134th Ave., north on 134th Ave. to Foster Rd., east on Foster Rd. to 136th Ave., north on 136th Ave. to Ramona St., west on Ramona St. to 122nd Ave., north on 122nd Ave. to Holgate Blvd., east on Holgate Blvd. to 130th Ave., north on 130th Ave. to Powell Blvd., east on Powell Blvd. to 148th Ave., north on 148th Ave. to the Union Pacific R.R. parallel to the Banfield Freeway (I-84), west along the Union Pacific R.R. parallel to the Banfield Freeway (I-84) to 122nd Ave., north on 122nd Ave. to Sandy Blvd., west and southwest on Sandy Blvd. to I-205 Freeway north on I-205 Freeway to the south channel of the Columbia River, northwest along the south channel of the Columbia River to the Washington State line at a point west of Government Island.

FIRST READING:

July 26, 2001

SECOND READING AND ADOPTION:

August 2, 2001



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By

Thomas Sponsler, County Attorney

MEETING DATE: AUG 02 2001
AGENDA NO 24
ESTIMATED START TIME: 9:50am
LOCATION: Boardroom 100

(Above Space for Board Clerk's use only)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Renewal of Sublease of Aging and Disabled Services Southeast Leased Space at 4601 SE Belmont Portland Oregon, to Portland Impact

BOARD BRIEFING:

Date Requested: _____
Requested by: _____
Amount of Time Needed: _____

REGULAR MEETING:

Date Requested: August 2, 2001
Amount of Time Needed: 5 minutes

DEPARTMENT: DSCD

DIVISION: Facilities & Property Mgmt.

CONTACT: Jennifer de Haro

TELEPHONE #: (503) 988-3322 ^{ext.} 28674
BLDG/ROOM #: 274

PERSON(s) MAKING PRESENTATION: Jennifer de Haro

ACTION REQUESTED:

{ } INFORMATION ONLY { } POLICY DIRECTION {X} APPROVAL { } OTHER

SUGGESTED AGENDA TITLE:

Request for Approval of Renewal of Sublease of Aging and Disabled Services Southeast Leased Space at 4601 SE Belmont Portland Oregon, to Portland Impact

08/03/01 ORIGINALS TO JENNIFER DE HARO

Attached documents: Supplemental Staff Report

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 24 PM 3:22
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



Facilities and Property Management

401 N. Dixon

Portland, Oregon 97227-1865

(503) 988-3322 phone

(503) 988-5082 fax

SUPPLEMENTAL STAFF REPORT

TO: Multnomah County Board of Commissioners

FROM: Jennifer de Haro, Property Management Specialist

DATE: July 25, 2001

RE: Request for Approval of Renewal of Lease to Portland Impact at Tabor Square
4610 SE Belmont, Portland Oregon

1. Recommendation /Action Required:
Approve the lease renewal.
2. Background/Action Requested:
Multnomah County Department of Aging and Disabled Services has an existing lease through December 31, 2003, for operation of its program at Tabor Square, 4601 SE Belmont. The County has subleased a portion of this space to Portland Impact since 1994, for the purpose of providing additional services to the aging population in the area. Portland Impact and County Aging Services both desire to continue this arrangement through the expiration of the County's lease, and this renewal is required to facilitate their needs.
3. Financial Impact:
The rental for the 1,188 square feet of space will be \$1,301.12 per month for the first year, with annual CPI adjustments to be applied through the lease expiration. The revenue for the term will be approximately \$42,000.00, which will cover the lease cost to the County for the space during the lease period.
4. Legal Issues:
None known.
5. Controversial Issues:
None known.
6. Link to Current County Policies:
To continue to provide needed services to aging residents of Multnomah County.
7. Citizen Participation:
None known.
8. Other Government Participation:
None known.

MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

☐ XRevenue ☐ Expense ☐ County Owned ☒ XRenewal Taxpayer ID:

Property Management Contact: Bob Oberst Phone: 988-3851 Date: 07/25/01
Division Requesting Lease: Facilities & Property Management Contact: Jennifer de Haro
Phone: 988-3322

Lessor: Multnomah County
Address: 401 N. Dixon Street Portland OR 97227-1865
Phone: 503-988-3322

Lessee: Portland Impact
Address: 4707 SE Hawthorne Blvd.
Phone: Portland Oregon 97215

Address of lease and purpose: 4604¹⁰ SE Belmont Avenue Portland
Services to senior citizens in conjunction with Aging
and Disabled Services program operated in the building

Effective Date: July 1, 2001 Expiration: December 31, 2003

Total Amount of Agreement : \$40,295.15

Payment Terms: \$1,301.12 due on first day of each month for the first year; annual CPI
adjustment

<u>Business Area</u>	<u>Cost Center</u>	<u>Project Number</u>
3505		B409

Required Signatures

Date:

Department Head

County Counsel

Property Management

County Executive/Sheriff

7/24/01
7/20/01
7-24-01
8.2.01

Contract Number: Not assigned yet

LEASE

Date: _____

Between: Multnomah County ("Landlord")
401 N. Dixon Street
Portland OR 97227-1865

And: Portland Impact, Inc. ("Tenant")
4707 SE Hawthorne Blvd.
Portland OR 97215

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1,188 usable square feet as shown on Exhibit A hereto, (the Premises) together with the use of an unreserved one half of 80 usable square feet interview room, unreserved one-fourth of 320 usable square feet of conference room and unreserved one-fourth of 252 usable square feet break room in the Building at 4610 SE Belmont Street, Portland, Oregon 97215.

Section 1. Occupancy

1.1 Original Term. The term of this lease shall commence July 1, 2001, and continue through December 31, 2003, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under this Lease shall commence on July 1, 2001. Tenant is currently in possession of the Premises under a prior lease dated September 1, 1998.

1.3 Renewal Option. If the Lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this Lease for a term agreeable to both Landlord and Tenant, subject to the following:

- (1) Landlord has negotiated a valid lease acceptable to Landlord with the Building's owner at the time of renewal and for the renewal term.
- (2) Each renewal term shall commence on the day following the expiration of the preceding term.
- (3) The option may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.
- (4) The terms and conditions of the Lease for each renewal term shall be identical with the original term except for rent and except that Tenant will no longer have any option to renew this Lease. Rent for a renewal term shall be the lowest of the following two factors: (a) A six percent (6%) increase over the yearly rental rate, or (b) The monthly rental during the last month of the preceding original or renewal term increased by a percentage equal to the percentage change in the Consumer Price Index published by the United States Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, All Urban Consumers. If such index is no longer published, the nearest comparable data on changes in the cost of living shall be used.

1.4 Holdover. In the event of holding over by Tenant after the end of the Term, the holdover shall be deemed a month-to-month tenancy, subject to all the covenants and provisions of this Lease insofar as the same are applicable to a month-to-month tenancy.

Section 2. Rent

2.1 Base Rent. Base Rental shall be \$13.14 per square foot, subject to an adjustment each July 1. The adjustment shall be made according to the two factors described in Section 1.3(4) of this Lease. **The monthly rental for the first year shall be \$1,301.12.** All rent is payable on the first day of each month in advance at the address for Landlord first stated above or at such place as may be designated by Landlord.

2.2 Additional Rent. Any other sum that Tenant is required to pay to Landlord shall be considered additional rent.

Section 3. Use.

3.1 Permitted Use. The Premises shall be used for operation of District Senior and Southeast Area Focal Point only with no retail sales or manufacturing and for no other purpose without Landlord's consent, which consent shall not be unreasonably withheld or delayed.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of

compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
- (4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.
- (5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.
- (6) Be restricted from the following used on the Leased Premises: a) On-site food preparation, b) drug treatment services, c) alcohol treatment services.

3.1 Hazardous Substances. Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance.

Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner. Landlord shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and Landlord shall have no liability for interference with Tenant's use because of repairs and installations made in a reasonable time and manner, nor shall Landlord be required to provide Tenant with advance written notice of Landlord's access to the Premises. Tenant shall have no claim against Landlord for any interruption or reduction of services or interference with Tenant's occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of Tenant. Repair of damage caused by negligent or intentional acts of breach of this Lease by Tenant, its employees or invitees, shall be at Tenant's expense. Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as

good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

4.2 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall carry similar insurance insuring the property of Tenant on the Premises against such risks.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Damage and Destruction

7.1 Partial Damage. If the Premises are partly damaged and Section 7.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord.

7.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days

following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

7.3 Damage Late in Term. If damage or destruction to which Section 7.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 7.2.

Section 8. Eminent Domain

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for Tenant's use, then either party may elect to terminate this Lease effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. Tenant shall have no claim against Landlord or the condemnation award because of the taking.

Section 9. Liability and Indemnity

9.1 Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens.

9.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises, except to the extent caused by Landlord's negligence or breach of duty under this lease.

9.3 Liability Insurance. Before going into possession of the Premises, Tenant shall Procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: comprehensive general liability insurance in a responsible company with limits of not less than \$1,000,000.00 for injury to one person, \$2,000,000.00 for injury to two or more persons in one occurrence, and \$500,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 10. Quiet Enjoyment; Mortgage Priority

10.1 Landlord's Warranty. Landlord warrants that it is the Lessor of the Premises and has

the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

10.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 11. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance.

Section 12. Default

The following shall be events of default:

12.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after payment is due under Section 2.1 Base Rent and 2.2 Additional Rent.

12.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

12.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

12.4 Abandonment. Failure of Tenant for 20 days or more to occupy the Premises for one or more of the purposes permitted under this lease, unless such failure is excused under other provisions of this lease.

Section 13. Remedies on Default

13.1 Termination. In the event of a default the lease may be terminated at the option of

Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

13.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

Section 14. Surrender at Expiration

14.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

14.2 Fixtures.

- (1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.
- (2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

Section 15. Miscellaneous

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provisions in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

15.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

15.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

15.5 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

15.6 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

15.7 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

15.8 Parking. Tenant shall have the exclusive use of one parking space in the south lot of the property and two spaces located on the east lot of the property.

15.9 Furniture and Bulky Articles. Use of the elevator to move items of 1,000 pounds or greater shall require Landlord's approval.

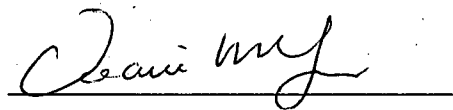
15.10 Entire Building is Non-Smoking. The Building in which the Leased space is located has been designated as an entire NON-SMOKING building. This includes all areas of the Building, both common areas as well as individual tenant space. Thus, smoking in the Leased area is not permitted. Lease for all new tenants moving into the Building will incorporate the entire non-smoking Building and will prohibit these new tenants under their Lease from smoking in all areas of the Building.

15.11 Americans With Disabilities Act (ADA). Any further modifications required in addition to the ADA improvements provided by Landlord as part of the initial tenant improvements agreed to between Landlord and Tenant shall be installed by Tenant at Tenant's sole cost and expense.

15.12 Vending Machines. Vending machines shall not be placed in the common areas of the Building by Tenant.

15.13 Master Lease. Landlord is the Lessee under the Master Lease, attached hereto and a part of as Exhibit B, covering the premises sublet to Tenant under this Lease, the Minor Lease. Tenant as Sub-Lessee agrees to comply with all terms and conditions applicable to (Multnomah County) as Lessee under the Master Lease.

Landlord:
Multnomah County



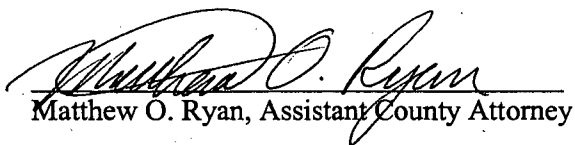
Diane M. Linn, Chair

Tenant:
Portland Impact

Name: _____

Title: _____

Approved:
Thomas Sponsler, County Attorney
For Multnomah County, Oregon



Matthew O. Ryan, Assistant County Attorney

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 08-02-01
DEB BOGSTAD, BOARD CLERK

Exhibit A

Tabor Square
4610 S.E. Belmont
Portland, Oregon



American Property Management

2154 N.E. Broadway Portland, Oregon 97232
Mailing Address: P.O. Box 12127, Portland, Oregon 97212
Phone: (503) 284-2147 FAX: (503) 287-1587

First Floor Area	
10,153	S.F. (Inside)
-1,100	S.F. Atrium
-570	S.F. Stairs
8,483	S.F. Available

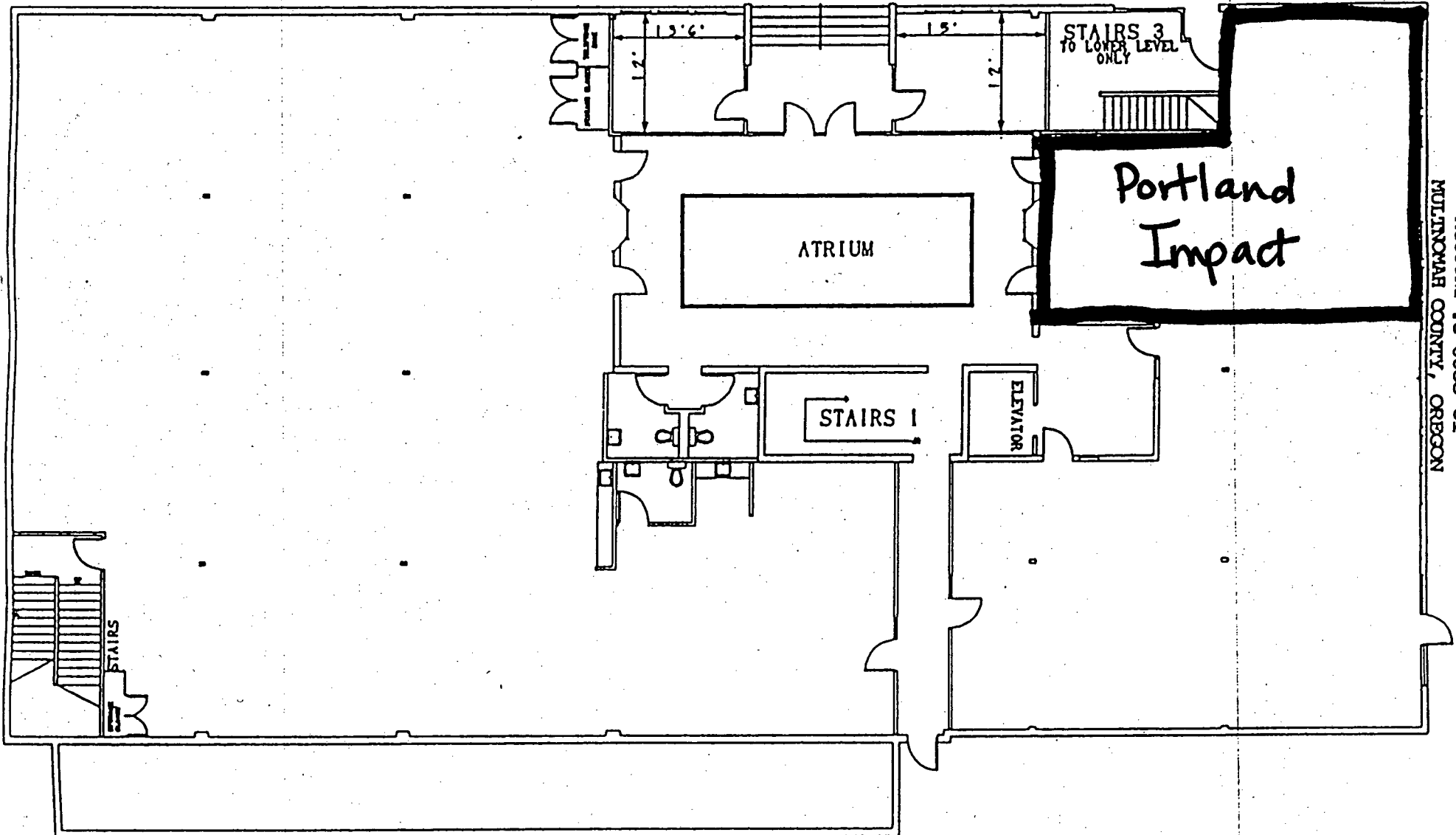


EXHIBIT "A"
ACCOUNT #C-6688-01
MULTNOMAH COUNTY, OREGON

LESSOR INITIAL *[Signature]*

LESSEE INITIAL

Exhibit B

COPY



**American Property Management
Commercial Division**

2154 N.E. Broadway • Portland, Oregon 97212
Mailing Address: P.O. Box 12127, Portland, Oregon 97212
Phone(503)284-2147 • FAX(503)287-1587

OFFICE LEASE

This lease, made and entered into at Portland, Oregon

this July 8, 1993

by and between

AMERICAN PROPERTY MANAGEMENT CORP., as LESSOR, and

MULTNOMAH COUNTY, OREGON,
a political subdivision of the State of Oregon, as LESSEE.

AMERICAN PROPERTY MANAGEMENT CORP. Account #C-6688-01

LESSOR hereby leases to LESSEE the following:

4610 S.E. Belmont St., Portland, Oregon 97215 (the premises) consisting of 26,894 rentable square feet
(as measured from the center of the tenant demising walls)

This measurement includes a load factor for the building of 0%
in the Tabor Square Office Building

(the Building) at 4610 S.E. Belmont St, Portland, Oregon 97215

for a term commencing August 1, 1993 *

and continuing through December 31, 2003;

at a Base Rental of \$21,291.00 * (U.S.) per month

payable in advance on the first day of each month at

2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561

commencing August 1, 1993 *

* See Section 37.1 for phased in occupancy dates and rent payment schedules.

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LESSOR and LESSEE covenant and agree as follows:

1.1 DELIVERY OF POSSESSION

Should LESSOR be unable to deliver possession of the Premises on the date fixed for the commencement date of the term, commencement will be deferred and LESSEE shall owe no rent until receiving notice from LESSOR tendering possession to LESSEE. If possession is not so tendered within 45 days following commencement of the term, then LESSEE may elect to cancel this lease by providing written notice to LESSOR within 10 days following expiration of the 45 day period. LESSOR shall have no liability to LESSEE for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. See Section 37.1 for phased in occupancy dates.

2.1 RENT PAYMENT

LESSEE shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset except as otherwise herein provided. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/365 day year. Rent not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .05 for each \$1 of rent or \$50.00, whichever is greater, for rent payments made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

3.1 LEASE CONSIDERATION

No Lease Consideration Deposit required.

4.1 USE

LESSEE shall use the Premises for office and public service use only with no retail sales or manufacturing and for no other purpose without LESSOR'S consent. In connection with its use, LESSEE shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of the other tenants of the Building. LESSEE shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. LESSEE shall not conduct any activities that will increase LESSOR'S insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. See Section 38.1 for restricted uses by LESSEE.

4.2 EQUIPMENT

LESSEE shall install in the Premises only such ~~office~~ equipment as is customary for general office and public service use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premises or Building. LESSOR must approve, in advance, the location and manner of installing any electrical, heat generating or communication equipment or exceptionally heavy articles. Any additional air conditioning required because of heat generating equipment or special lighting installed by the LESSEE shall be installed at LESSEE'S expense.

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4.3 SIGNS

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S reasonable written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof.

5.1 UTILITIES AND SERVICES

except the senior center area of approximately 5,000 square feet which shall be 70 to 75 degree fahrenheit,

LESSOR shall furnish heat, electricity, elevator service, and air conditioning during the normal Buildings hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, except holidays and 7:00 A.M. to 2:00 P.M. Saturdays, except holidays. The acceptable temperature range for the Premises is between 67 degrees to 75 degrees fahrenheit, as measured from the thermostat level which is approximately sixty inches (60") above the floor, unless there are extreme weather conditions which create an unusually hot or cold condition. The building ventilation system shall provide a minimum fresh air circulation of 20 cubic feet per minute per occupant. Janitorial service and supplies will be provided on a five day per week basis in accordance with the regular schedule of the Building, which schedule and service may change from time to time and such janitorial service will be that performed for a standard Class "B" office building. LESSEE shall comply with all government laws and regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Any extermination required as a result of LESSEE serving food on the premises will be at LESSEE'S sole cost and expense.

5.2 EXTRA USAGE

If LESSEE uses excessive amounts of LESSOR provided utilities and/or services of any kind because of operation during normal Building hours and/or outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting or any other cause, LESSOR may impose a reasonable charge for supplying such extra utilities and/or services, which charge shall be payable monthly by LESSEE in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, LESSOR shall designate a qualified independent engineer whose decision shall be conclusive on both parties. LESSOR and LESSEE shall each pay one-half of the cost of such determination.

and Lessee

6.1 MAINTENANCE AND REPAIRS

made in a reasonable time and manner

LESSOR shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by LESSEE and LESSOR fails to commence efforts to remedy the problem in a reasonable time and manner. LESSOR shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and LESSOR shall have no liability for interference with LESSEE'S use because of repairs and installations, nor shall LESSOR be required to provide LESSEE with advance written notice of LESSOR'S access to the Premises.

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LESSEE shall have no claim against LESSOR for any interruption or reduction of services or interference with LESSEE'S occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of LESSEE. Repair of damage caused by negligent or intentional acts or breach of this lease by LESSEE, its employees, or invitees shall be at LESSEE'S expense.

6.2 ALTERATIONS

LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent and such consent not to be unreasonably withheld. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in the Premises. LESSEE agrees that any building or fixture modifications within the LESSEE'S leased space that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE, except such modifications described in Section 40.1 hereof to be provided by LESSOR. See Section 39.1 regarding the American with Disabilities Act (ADA).

7.1 INDEMNITY

LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.

7.2 INSURANCE

LESSEE is self insured for liability and will provide a letter to LESSOR stating that fact and that Multnomah County will provide no less than \$1,000,000.00 coverage to the LESSORS, AMERICAN PROPERTY MANAGEMENT and WESTON INVESTMENT COMPANY.

7.3 INDEMNITY - OREGON TORT CLAIMS ACT

Any covenant herein by LESSEE to indemnify, defend or hold harmless the LESSOR shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

8.1 FIRE OR CASUALTY

"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 30 days after such date. If this LEASE is not terminated following Major

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Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking.

10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting.

11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

(a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due, or failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within this 10 day period, the provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.

(b) LESSEE'S insolvency, business failure, or assignment for the benefit of its creditors. LESSEE'S commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to

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obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for LESSEE'S properties.

(c) Assignment or subletting by LESSEE in violation of Paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of LESSOR.

11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedure for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.

(b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this LEASE and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rates on judgments.

(c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$45.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use. LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the termination date of this LEASE, the

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LESSOR may post on said premises or in the windows thereof signs of appropriate size notifying the public that the premises are "For Lease."

13.1 REGULATIONS

In the event that LESSEE is no longer the sole tenant of the building, LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

14.1 ACCESS

LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary repairs to the Building or the Premises, examine the condition of the Leased Space, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

14.2 FURNITURE AND BULKY ARTICLES

Use of the elevator to move items of 1,000 pounds or greater shall require LESSOR'S approval.

15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

16.1 SUBORDINATION however, a copy of any such notice shall be simultaneously sent to Lessee at its address stated in this Lease.

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

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16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any Encumbrance, or any ground, LESSOR, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

17.1 ATTORNEYS FEES

In any litigation arising out of this LEASE, the prevailing party shall be entitled to recover, in addition to costs and disbursements, attorneys' fees at trial and on any appeal.

18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. LESSOR shall have no liability to LESSEE for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building., except such loss or damage which results from negligence of the Lessor,

19.1 COMPLETE AGREEMENT

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This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein.

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21.1 PARKING

LESSEE shall have the exclusive use of all parking spaces located on the on-site parking lot and on the off-site satellite parking lot located at S.E. 43rd and Belmont Street in Portland, Oregon, as shown in Exhibit B attached hereto.

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22.1 COMMON AREA

N/A Deleted in its
Entirety

~~Where the Building has a common entrance or meeting room, the LESSEE may use these facilities at no cost on a first come, first serve basis by contacting the LESSOR and reserving the room in advance. Abusing the privilege of the rooms may result in the loss of said use.~~

23.1 NOTICE OF NON-RENEWAL

N/A Deleted in its
Entirety

~~The LESSEE shall give the LESSOR written notice of LESSEE'S intent regarding the expiration of the LEASE not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this LEASE. In the event the LESSEE fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional six (6) month term. The same notice requirement shall apply to the new expiration date of the LEASE. In the event that LESSEE again fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional one (1) year term. It is agreed that the extension shall not be considered a holdover and that the LESSEE'S rent would be adjusted as per the LEASE. In the event there is no provision for adjustment, the LEASE shall be adjusted by the Consumer Price Index (CPI) for all U.S. Cities average for the previous 12 month period or the established marketed building rental rate for a one (1) year lease term, whichever is greater. An equal amount shall be paid to bring the LEASE CONSIDERATION up to an equal amount of the current months rent.~~

24.1 NOTICE TO OWNERS, BUYERS, AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES UNDERGROUND STORAGE TANKS

Comprehensive Federal and State laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Superfund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers and tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

Although AMERICAN PROPERTY MANAGEMENT CORP. will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground

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storage tanks on the property, AMERICAN PROPERTY MANAGEMENT CORP. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by AMERICAN PROPERTY MANAGEMENT CORP. AMERICAN PROPERTY MANAGEMENT CORP. makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to petroleum base products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Lessee shall have no liability or responsibility for removal of any hazardous wastes, or substances brought or placed upon the premises leased by another person, provided that the person is not a sub lessee of the named LESSEE of this Lease.

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25.1 MODIFICATION

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and neither party shall be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

26.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

27.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Leased Space. Any breach in security of the Leased Space, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE.

28.1 RIGHT TO RELOCATE

N/A Deleted in its Entirety

~~LESSOR hereby reserves the right at any time during the term hereof to change the location of the LEASED Premises in the building or other acceptable property as may be required. In the event LESSOR elects to exercise the foregoing option it shall advise LESSEE by sixty (60) days prior written notice of its intention and LESSEE hereby agrees to be bound by such election and, further, to execute upon receipt from LESSOR, whatever amendments or other instruments may be required to correctly reflect the foregoing changes and/or alterations. LESSOR shall relocate LESSEE at LESSOR'S sole expense. LESSEE shall be relocated to a premise of like land and quality.~~

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29.1 RENTAL ADJUSTMENT

The rental will be adjusted on the annual anniversary date of the LEASE if the LEASE is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be the lowest of the following two (2) factors:

(A) A five percent (5%) increase over the yearly rental rate paid the current year term now expiring.

(B) The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), which as of May 1993 was 144.2 and the same Cost Price Index as of May, 1994, and on the same month of each year of the LEASE term. Such information will be secured from the U.S. Bureau of Labor Statistics.

30.1 RENTAL ADJUSTMENT DATES

August 1, 1994, August 1, 1995, August 1, 1996,
August 1, 1997, August 1, 1998, August 1, 1999,
August 1, 2000, August 1, 2001, August 1, 2002,
August 1, 2003

31.1 SMOKING - ENTIRE NON-SMOKING BUILDING

The building in which the LEASED space is located has been designated as an entire NON-SMOKING building. This includes all areas of the building, both common areas as well as individual tenant spaces. Thus, smoking in the LEASED area is not permitted. Because of the fact that some tenants' leases were in existence prior to the adoption of the entire building non-smoking policy, these tenants have the right, if they choose, to smoke in their LEASED space only, but do have a LEASE obligation to provide smokeless ashtrays and/or an air purification system that will filter air within the space to the extent that it is economically feasible. LEASES for all new tenants moving into the building will incorporate the entire non-smoking building policy and will prohibit these new tenants under their LEASE from smoking in all areas of the building.

32.1 WAIVER

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant otherwise.

33.1 PERSONAL GUARANTY

See Exhibit "A"

 X None Required

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34.1 INTERIOR DESIGN & MODIFICATION

See Section 40.1

35.1 PROPERTY TAX EXEMPTION

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months.

36.1 CANCELLATION OF AGREEMENT BY LESSEE

It is understood and agreed that LESSEE may cancel this agreement effective as of any June 30 during the term of this agreement commencing July 30, 1995 by giving LESSOR not less than one hundred twenty (120) days prior written notice of such cancellation, in the event that the program funding to maintain the Aging Services Division Southeast Branch is not provided by the Multnomah County Board of Commissioners. The provisions of this Paragraph 36.1 will not be used for the purpose of leasing alternative space where services would be provided at the same level as in the premises.

In the event that LESSEE cancels this agreement as provided in this Paragraph 36.1, LESSEE shall pay to LESSOR upon the effective date of such cancellation, or as soon as determined, the following:

(a) an amount equal to the cost of tenant improvements paid by LESSOR for improvement of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(b) an amount equal to the real estate agents' commissions paid by LESSOR in connection with leasing of the premises being vacated by LESSEE, multiplied by the percentage of lease term remaining at the effective date of cancellation, which commissions were based upon 6.75% of base rental for the first five years of the term and 3.75% of base rental for the second five years of the term; plus

(c) an amount equal to two months' base rental of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(d) reasonable industry charged
(d) reletting commission costs incurred by LESSOR for reletting the premises being vacated by LESSEE for the period of the term of this agreement remaining at the effective date of cancellation.

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LESSEE INITIAL

If LESSOR, upon cancellation of this agreement by LESSEE as provided in the Paragraph 36.1, exercises LESSOR'S option to have any of the LESSEE'S subleases of the premises assigned to LESSOR in accordance with Paragraphs 10.1 and 43.1 of this agreement, or if any of LESSEE'S sublessees are allowed by agreement with LESSOR to remain in the premises after such cancellation,

LESSOR INITIAL LESSEE INITIAL

the effective date of cancellation with regard to such sublessee's portion of the premises shall be the date of expiration of such sublease or the end of the period such sublessee is allowed to remain in the premises after cancellation by LESSEE.

37.1 PHASED IN OCCUPANCY DATES/RENT PAYMENT SCHEDULE

LESSEE agrees to take occupancy and commence with monthly rental payments under the following schedule:

<u>MINIMUM FOOTAGE TO BE OCCUPIED</u>	<u>POSSESSION DATE</u>	<u>RENT COMMENCEMENT DATE</u>	<u>MONTHLY PAYMENT AMOUNT</u>
9,400	08/01/93	10/01/93	\$ 7,441.60
2,800	09/01/93	11/01/93	\$ 2,216.66
2,000	10/01/93	12/01/93	\$ 1,583.33
<u>12,694</u>	<u>11/01/93</u>	<u>01/01/94</u>	<u>\$10,049.41</u>
TOTALS: 26,894			\$21,291.00

Effective January 1, 1994 LESSEE shall pay total combined monthly rent of \$21,291.00 for the 26,894 total square feet leased. The \$21,291.00 total combined monthly rent payment shall be used as the base amount which shall be adjusted annually pursuant to Sections 29.1 and 30.1 of this Lease Agreement. It is agreed that the gross square footage of the building is 31,630 square feet.

38.1 RESTRICTED USES BY LESSEE

LESSEE shall be restricted from the following uses on the lease premises:

- LESSOR INITIAL Q (A) No on-site food preparation, except- limited food preparation in connection with
 LESSEE INITIAL A (B) No drug treatment services Lessee's allowed uses under Section 4.1, not for
 (C) No alcohol treatment services restaurant or general distribution purposes. No
 commercial kitchen hood or fire system to be installed for permitted

39.1 AMERICAN WITH DISABILITIES ACT (ADA) cooking purposes, except activities described in the letter dated July 30, 1993, attached as exhibit 7.

Any further modifications required in addition to the ADA improvements provided by LESSOR as part of the initial tenant improvements agreed to between LESSEE and LESSOR shall be installed by LESSEE at LESSEE'S sole cost and expense.

40.1 TENANT IMPROVEMENTS

Because LESSEE shall occupy the leased premises in phases as indicated in Section 37.1 of this Lease Agreement, LESSEE shall provide to LESSOR all mutually agreed upon floor plans for LESSEE or for LESSEE'S sub-tenant no later than 45 days prior to the agreed occupancy dates. LESSOR will provide building standard interior space improvements including building standard sheet rocked walls, building standard floor covering, building standard lighting, building standard electrical, building standard doors/frames/hardware, building standard re-lights, building standard window covering and building standard telephone mud rings. Attached and made a part hereto of this Lease Agreement are the Exhibit "A" Building Diagrams, which show each floor of the entire building as they exist at the time of the execution of this Lease Agreement and prior to any agreed tenant improvements. All interior building lobbies as shown on Exhibit "A" are to remain unchanged.

LESSOR INITIAL Q LESSEE INITIAL RJC 13

LESSOR will not provide and/or install any plumbing or kitchen type improvements or any special electrical, computer, communications or surveillance wiring of any type.

Any improvements above the building standard or building standard improvements requested after the agreed occupancy date will be at LESSEE'S sole cost and expense and LESSOR will not be obligated to perform any above standard tenant improvements if LESSOR desires not to do so, and if LESSOR agrees to provide said non-standard building improvements the LESSEE and LESSOR are to agree in writing as to the costs.

41.1 SUBLEASE RIGHTS

LESSEE is allowed the right to sublease in accordance with Sections 10.1 and 36.1 of this Lease Agreement. In the event that LESSEE elects to sublease space, LESSEE agrees that the sublease tenants shall be under the direct control of the LESSEE and sublease tenants shall have no correspondence with LESSOR nor shall LESSOR have any responsibility to enforce or respond to any provisions of this Lease Agreement with regard to the sublease tenants.

42.1 VENDING MACHINES

Any vending machines that are placed in the common areas of the building will be at the sole expense, discretion and control of the LESSOR.

43.1 OPTION TO RENEW

Provided that LESSEE has not defaulted with regard to any of the terms and conditions of this Lease Agreement, LESSEE shall have the option to renew this lease for two (2) consecutive terms of five (5) years each under the same terms and conditions of the expiring lease with the exception of the monthly rental which shall be adjusted at the beginning of each five (5) year term to the then prevailing market rental rate for similar office space located in the close proximity of the Tabor Square Office Building and subject to an annual CPI adjustments not to exceed five percent (5%).

LESSOR INITIAL C LESSEE INITIAL RJD

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

LESSOR:

AMERICAN PROPERTY MANAGEMENT CORP.

(Federal Tax ID# 93-0787569*)

*Lessee need not supply Lessor a Federal 1099 Form

Address for Notices:

P.O. Box 12127

Portland, Oregon 97212-0127

2154 N.E. Broadway, #200

Portland, Oregon 97232-1561

By: [Signature]

Name: Steven L. Blank

Title: Senior Vice President
of Operations

DATE: 7/30/93

LESSEE:

MULTNOMAH COUNTY

REVIEWED

By: [Signature]

MULTNOMAH COUNTY COUNCIL

Address for Notices:

2505 S.E. 11th Avenue

Portland, Oregon 97202

By: [Signature]

Name: _____

Title: County Chair

DATE: _____

NOTARY:

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this 30 day of July, 1993 by the above-named Henry Higgins

to be his/her voluntary act and deed.

[Signature]
Notary Public for Oregon

My Commission Expires: _____

C:\WP51\LEASES\MULTCOUN.LSE

LESSOR INITIAL [Signature]

LESSEE INITIAL [Signature]

MEETING DATE: AUG 02 2001
AGENDA NO: 2-5
ESTIMATED START TIME: 9:55AM
LOCATION: 12 boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Grant Funding through the Young Offender Initiative of the Departments of Justice, Labor and Health and Human Services

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: 10 Minutes

DEPARTMENT: Community Justice DIVISION: Adult and Juvenile

CONTACT: Pat Franck TELEPHONE #: 988-4583
BLDG/ROOM #: 503/250

PERSON(S) MAKING PRESENTATION: Kathy Treb

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Grant Funding through the Young Offender Initiative of the Departments of Justice, Labor and Health and Human Services

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
MULTNOMAH COUNTY
JUL 25 AM 9:42
CLERK



Department of Community Justice
MULTNOMAH COUNTY OREGON
Administrative Services

501 SE Hawthorne Boulevard, Suite 250
Portland, Oregon 97214
(503) 988-3701 phone
(503) 988-3990 fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: August 2, 2001

SUBJECT: Notice of Intent to Apply for Grant Funding through the Young Offender Initiative of the Departments of Justice, Labor and Health and Human Services

I. Recommended Action:

Authorize the Director of the Department of Community Justice to apply for grant funding through a Department of Justice, Labor, and Health and Human Services joint request for applications for grants available from the "Young Offender Initiative" to augment services currently provided by Multnomah County.

II. Background/Analysis:

The "Young Offender Initiative" is a joint venture between the Departments of Justice, Labor, and Health and Human Services to provide grant funding that supports the development and implementation of re-entry and related programs for young offenders ages 14 to 35, to make the transition back to the community. The program is designed to enhance community safety by successfully reintegrating young offenders into the community helping them become productive, responsible, and law-abiding citizens, obtain and retain long-term employment, maintain a stable residence and successfully address their substance abuse issues and mental health needs. There will be approximately 25 grants for a total of \$79 million dollars. The deadline for applying is October 1, 2001.

The target population identified by a group of private and government entities is dually-diagnosed men and women released from prison or Oregon Youth Authority. The program would also provide for establishment of employment services at Columbia Rivers Correctional Institution and Coffee Creek. Preliminary estimates have identified approximately 200 adults and 20 youth annually within this target population.

The first three to six months of the granting period are planning months. The Department of Community Justice and the State of Oregon have been planning for enhanced transition services for over a year. If received, grant money will assist with implementing some of these plans in Multnomah County.

Memorandum to the Board of County Commissioners
Department of Community Justice
Notice of Intent to Apply for Young Offender Initiative Grant Funds
Page 2

There will be three sub-groups working to develop this proposal, with a Steering Committee making the final decisions about the grant application. A grant writer has been secured to assist with the coordination and writing of this proposal.

III. Financial Impact:

This grant revenue would potentially increase the Department's expenditure allocation by \$3.1 million for over a two-year period, with an additional 12-month period of award contingent on funding availability, grantee performance and program need.

IV. Legal Issues:

N/A

V. Controversial Issues:

Before making a decision to proceed with this Notice of Intent, there was considerable work done with State partners to assure support and participation in this application process. On July 11th, the State Department of Corrections, Oregon Workforce Investment Board, State Office of Alcohol and Drug Abuse Programs, State Mental Health and Developmental Disability Services Division and other jurisdictions who may apply for these funds met to discuss the process for application. The four state agencies will support Multnomah County's proposal and will work collaboratively with County Departments to apply for these monies.

VI. Link to Current County Policies:

The services provided with this grant will assist in the successful re-integration of convicted offenders into the community, thus furthering the County's long term benchmark of reducing crime.

VII. Citizen Participation:

Members of the Grant Application Planning Group will attend group meetings of Mental Health and Alcohol and Drug Providers to gather input on the proposal. DCJ's Mental Health Network members have already been briefed about this project.

VIII. Government Participation:

Agencies involved in the planning and implementation of the Young Offender Initiative Re-Entry Grant include the Multnomah County District Attorney, Region 2 Workforce Investment Board, Multnomah County Mental Health, Multnomah County Alcohol and Drug Services, Multnomah County Department of Community Justice, Oregon State Department of Corrections, Oregon Youth Authority, Oregon Workforce Investment Board, Oregon State Office of Alcohol and Drug Abuse Programs and the Oregon State Mental Health and Developmental Disability Services Division.

MEETING DATE: Aug 02 2001
AGENDA NO: P-6
ESTIMATED START TIME: 10:02AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Domestic and Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Grant Program

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Community Justice DIVISION: Adult

CONTACT: Pat Franck TELEPHONE #: 988-4583
BLDG/ROOM #: 503/250

PERSON(S) MAKING PRESENTATION: Kathy Treb

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Domestic and Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

01 JUL 25 AM 11:42
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY COMMISSIONERS




Department of Community Justice
MULTNOMAH COUNTY OREGON
Administrative Services

501 SE Hawthorne Boulevard, Suite 250
Portland, Oregon 97214
(503) 988-3701 phone
(503) 988-3990 fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice 

DATE: August 2, 2001

SUBJECT: Notice of Intent to Apply for Domestic and Family Violence Prevention
Programs Grant from the Oregon Department of State Police, Byrne Memorial
Grant Program

I. **Recommended Action:**
Board approval to apply for an Edward Byrne Memorial Formula Grant

II. **Background/Analysis:**

The Department intends to apply for \$150,000 for a 12-month grant beginning October 1, 2001 and ending September 30, 2002. Funded programs are eligible to receive Byrne grant funds for a maximum period of 48 months, if renewed. The grant would provide funds for DCJ to contract with a community provider to provide support services, such as information and referral services and support/education groups, and a minimal amount of counseling services. Money will also be requested for tracking of information and evaluation services.

The Department of Community Justice has had a Domestic Violence Unit for several years. Many of the offenders on supervision in this unit have children. A recent survey determined that 99 offenders in the unit were identified as parents of one or more children between the ages of 0-6. For the past several years, the Department has had a Corrections Counselor who spent the majority of her time working with children of offenders, many of whom had witnessed violence or suffered trauma because of family violence. Recently, this position was re-directed to provide assessment and referral services for the new Family Services Unit. Services provided through this grant will help to fill the gap let by this shift.

III. **Financial Impact:** This grant revenue would increase the Department's expenditure allocation by \$300,000 over a two-year period. Byrne money requires a 25% match. If the grant is received, we expect the match can be met with personnel costs for staff currently assigned to DCJ.

IV. Legal Issues: N/A

- V. Controversial Issues:** It is our understanding that the District Attorney's Office is submitting a proposal for Byrne funds to address issues surrounding Elder Abuse. Elder Abuse is listed under the eligible program area of Child or Elder Abuse. Children Witnessing Violence is listed under the Intimate Partner Abuse category. Therefore, there should be no conflict of interest between the two applications.
- VI. Link to Current County Policies:** The services provided with this grant will lessen the likelihood of future domestic violence and reduction of drug and alcohol use by juveniles, thus furthering the County's long term benchmarks of reducing crime and increasing school completion.
- VII. Citizen Participation:** The services provided to Domestic Violence offenders and victims represent a collaborative effort with community advocates, treatment providers, the District Attorney's Office and the Courts.
- VIII. Government Participation:** The planning period for this particular proposal has been brief. However, this proposal has been built upon two previous planning processes focused on this issue in the recent past. Both proposal writing groups included collaboration with a wide network of government entities. Chiquita Rollins, District Attorney's Office and the Courts were contacted before determining whether DCJ would apply for this grant.

AUG 02 2001

MEETING DATE: _____
AGENDA NO: _____
ESTIMATED START TIME: 10:08am
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Notice of Intent to Apply for Juvenile Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program

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

REGULAR MEETING: DATE REQUESTED: August 2, 2001
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Community Justice DIVISION: Juvenile

CONTACT: Pat Franck TELEPHONE #: 988-4583
BLDG/ROOM #: 503/250

PERSON(S) MAKING PRESENTATION: Scott Keir

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Notice of Intent to Apply for Juvenile Family Violence Prevention Programs Grant from the Oregon Department of State Police, Byrne Memorial Formula Grant Program.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)
DEPARTMENT MANAGER: _____

01 JUL 25 AM 11:42
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Community Justice
MULTNOMAH COUNTY OREGON
Administrative Services

501 SE Hawthorne Boulevard, Suite 250
Portland, Oregon 97214
(503) 988-3701 phone
(503) 988-3990 fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Community Justice

DATE: August 2, 2001

SUBJECT: Notice of Intent to Apply for Juvenile Family Violence Prevention Programs
Grant through the Oregon Department of State Police, Byrne Memorial
Formula Grant Program

I. **Recommended Action:**

Board approval to apply for an Edward Byrne Memorial Formula Grant.

II. **Background/Analysis:**

The Department of Community Justice (DCJ) has implemented the Multi-Systemic Therapy Program (MST), which addresses the multiple factors known to be related to delinquency across key settings in which youth are involved. MST strives to promote behavior change in the youth's natural environment, using the strengths of each system (family, peers, school, neighborhood and indigenous support networks) to facilitate change. The major goal of MST is to empower parents with the skills and resources needed to independently address the difficulties that arise in raising teenagers and to empower youth to cope with family, peer, school and neighborhood problems which can prevent out of home placements for the youth.

Byrne Grant funding will improve treatment effectiveness for high-risk youth by making a short-term (one to four week) therapeutic foster care component available to MST clients. Adding a short-term treatment foster care component for youth on MST counselors' caseloads will significantly reduce the number of youth who are placed each year in the state correctional facility or in a residential facility. A major part of this grant proposal will be a strong evaluation component which will include a thorough process evaluation and a rigorous outcome study utilizing a research design that will include an experimental and a comparison sample of youth.

The Department proposes to apply for \$200,000 for a twelve month grant beginning October 1, 2001 and ending September 30, 2002. Funded programs are eligible to receive Byrne grant funds for a maximum aggregate period of 48 months. Grant funding beyond the initial year is dependent on grantee performance. The grant would provide funds for DCJ to contract with at least one foster family to offer treatment foster care services to appropriate MST youth, training for the family, increased clinical supervision for MST counselors, and the process and outcome evaluations that will be an important part of the program proposal.

Memorandum to the Board of County Commissioners
Department of Community Justice
Notice of Intent to Apply for Byrne funds for Juvenile Family Violence Prevention Programs
Page 2

III. Financial Impact:

This grant revenue would increase the Department's expenditure allocation by \$400,000 over a two-year period. Byrne money requires a 25% match of new money. If the grant is received, we expect that the match can be met through funds already allocated by the BCC for Treatment Foster Care for Fiscal Year 2002.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

The services provided with this grant will assist in the reduction of drug and alcohol use by juveniles and reduction in the recidivism of this high-risk youth population. This, in turn, will impact the County's long term benchmarks of reducing crime and increasing school completion.

VII. Citizen Participation:

The services provided to MST youth and their families represent a collaborative effort between DCJ and community programs, such as Self-Enhancement, Inc. (SEI) and foster care treatment families.

VIII. Government Participation: N/A

MEETING DATE: August 2, 2001
AGENDA NO: B-1
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Briefing and Review of City of Troutdale Urban Renewal Plan for the City's Town Center Area Per ORS 457.437(1)

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

REGULAR MEETING: DATE REQUESTED: Thursday, August 2, 2001
AMOUNT OF TIME NEEDED: 15-30 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Diane Linn's Office
CONTACT: Jeff Tashman TELEPHONE #: (503) 245-7828
BLDG/ROOM #: Tashman Johnson LLC

PERSON(S) MAKING PRESENTATION: Jeff Tashman and Erik Kvarsten

ACTION REQUESTED:

☒ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

SUGGESTED AGENDA TITLE:

Briefing and Review of the City of Troutdale Urban Renewal Plan for the City's Town Center Area Per ORS 457.437(1)

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Diane M. Linn
(OR)

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 JUL 25 PM 3:43



Tashman Johnson LLC

Consultants in Policy, Planning & Project Management

MEMORANDUM

TO: Multnomah County Board of Commissioners

FROM: Jeffrey Tashman, Representing the City of Troutdale

SUBJECT: Presentation of Troutdale Town Center Urban Renewal Plan and Report

DATE: July 26, 2001

At the Board's meeting of August 2, 2001, the City of Troutdale will present for Board review the Troutdale Town Center Urban Renewal Plan (the "Plan") and Report. Multnomah County levies property taxes within the proposed urban renewal area and therefore it will be affected by the Plan. The City of Troutdale is providing this opportunity for the Board of Commissioners to discuss the Plan generally, and in particular, the proposed maximum amount of indebtedness that can be incurred under the Plan and its projected fiscal impacts on County property tax revenues.

MAXIMUM AMOUNT OF INDEBTEDNESS

The maximum amount of indebtedness basically represents the total cost of the projects to be undertaken under the Plan. Tax increment revenues are used to pay principal and interest on indebtedness, the proceeds of which pay for project costs. The maximum amount of indebtedness equals the total amount of principal, and therefore equals the total projected costs for everything except interest payments on debt.

The maximum amount of indebtedness under the proposed Plan is \$16.5 million. Section VI of the Report shows the projected costs of projects and the sources of revenues, including tax increment debt.

FISCAL IMPACTS

The fiscal impacts on Multnomah County are described below.

- (1) For as long as tax increment financing is used to finance the Plan, the County will be unable to impose its property tax permanent rate levy or any rate-based local option levies on the increase in assessed value within the urban renewal area. The projected revenues foregone by the County are described in Section X of the Report on the Plan. An excerpt from that Section is shown below. The impact on the local option levy is not shown because that levy expires in FY 2002/2003,

TABLE 11: TOTAL AND AVERAGE ANNUAL IMPACTS ON TAXING DISTRICT REVENUES DURING REPAYMENT OF INDEBTEDNESS			
Taxing Districts	Tax Rates	Total	Average Annual Taxes Foregone
Multnomah County	4.3433	3,330,612	138,776

- (2) After the completion of the Plan and termination of tax increment financing, the County will be able to levy taxes for its permanent rate levy and any rate-based local option levies on the growth in assessed value, which is projected to be considerably higher than it would have been without the urban renewal program in place. Within eleven years of the termination of tax increment financing, the gains in property tax revenues in nominal dollars will equal the revenues foregone. This is also described in Section X of the Report.

TABLE 12: 11 YEAR TOTAL AND AVERAGE ANNUAL IMPACTS ON TAXING DISTRICT REVENUES AFTER REPAYMENT OF INDEBTEDNES			
Taxing Districts	Tax Rates	Total Increased Revenues	Average Annual Increase
Multnomah County	4.3433	3,643,206	331,201

- (3) The rates for new county levies for bonds or local option levies for a specific dollar amount will be slightly higher as a result of the incremental assessed value within the urban renewal area not being included in the assessed value for purposes of rate calculation. For instance, in FY 2000/2001 the County levied \$14,531,577 for general obligation bonds exempt from the Ballot Measure 5 limits. The assessed value of the County for the purposes of calculating rates was \$39,595,577,522 and the resulting rate for the bond levy was \$0.3670 per \$1,000 of assessed value. In the final year of collection of tax increment revenue, the growth in assessed value projected to occur without the Plan is \$52,584,643. If this amount of assessed value were to be available in FY 2000/2001, the rate for the bond levy would be \$0.3665 or about \$0.0005 lower.

The impacts of the plan on tax rates for bonds or rate based local option levies of other jurisdictions will be similarly low, except for the City of Troutdale itself.

PROPOSED

TROUTDALE TOWN CENTER URBAN RENEWAL PLAN

7/26/01

DRAFT
TROUTDALE TOWN CENTER URBAN RENEWAL PLAN

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PROPOSED

TROUTDALE TOWN CENTER URBAN RENEWAL PLAN

I. INTRODUCTION

The Troutdale Town Center Urban Renewal Plan focuses on public and private investment in the area that has been defined as the Troutdale Town Center. This area includes the “downtown” or Central Business District Zone and related commercial, industrial and higher density residential land to the north, south, east and west of downtown. Within this area the City intends to make key public improvements and take other actions to support high quality development that will be used and enjoyed by the people of Troutdale as well as visitors to the City.

The Troutdale Town Center Urban Renewal Plan (which is referred to as “the Plan”) authorizes the use of urban renewal powers and authority as described in Chapter 457 of the Oregon Revised Statutes (“ORS 457”). In particular, the Plan authorizes the use of tax increment financing of urban renewal projects and enhances the ability of the City to undertake public/private development partnerships.

The Plan is the latest in a series of plans and actions regarding the development of the Town Center. In 1984 the City adopted a Downtown Concept Plan, the goals of which are now part of the City’s Comprehensive Plan. In 1998, the City adopted the Town Center plan and this plan’s implementation strategies are also part of the Comprehensive Plan.

In 1996, the City partnered with a real estate development firm to develop the Town Center Subdivision, a mixed use project fronting on the East Columbia River Highway in downtown. The City developed a public parking lot that serves the development and downtown and the developers designed, constructed, leased and managed the stores and offices that comprise this award-winning project. (The project was awarded the Oregon Downtown Development Association “Best Development” award .)

The success of this project, and the desire to facilitate additional high quality development led the City Council to plan for the use of urban renewal within the entire Town Center area. The Troutdale Town Center Urban Renewal Plan is the result of this planning effort. To administer the Plan, the City Council, on August 14, 2001 adopted a non emergency ordinance, which declared that blighted areas exist in the city of Troutdale, that there is need for an urban renewal agency to function and that City Council would exercise the powers of the urban renewal agency. This ordinance established the Urban Renewal Agency (the “Agency”) of the City of Troutdale. Actions of the council members sitting as the Agency are acts of the Agency and not of the City Council. The Agency intends to appoint an advisory committee to consider and make recommendations on issues related to implementation of the Plan.

The Plan was developed with public input and with the review and recommendations of the Troutdale Planning Commission, representatives of the taxing districts that are affected by the Plan (e.g. the County, the School District) and the Multnomah County Commission. The Plan was adopted on August 28, 2001 after a public hearing, the notice for which was sent to each individual household within the City of Troutdale.

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Among other things, the Plan:

- states overall goals and objectives.
- delineates the urban renewal area (the “Area”) within which the plan will operate.
- describes the urban renewal projects to be undertaken, including the purchase and sale of property.
- shows the relationship of the Plan to existing policies.
- describes and limits the use of tax increment financing.
- describes how the Plan may be amended in the future.
- sets a limit in time for completion of the Plan.

The Plan is accompanied by an Urban Renewal Report that contains background information, details on project financing and other information in support of the Plan.

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II. GOALS AND OBJECTIVES

The goals and objectives of the Plan are as follows:

A. Goal : Promote High Quality Development on Vacant and Underused Property in the Area

Troutdale values attractive development and development that is in keeping with its surroundings. Public investment in infrastructure and other incentives can result in development that exceeds existing design standards and provides greater public benefits. In particular investments could be made in the development of the County Farm site and redevelopment of the old Sewage Treatment Plant ("STP") (see Figure 1.) to ensure that the City's development objectives are met on those sites.

1. Objective: Remove the obstacles to new development and redevelopment by upgrading public infrastructure, including streets, sanitary sewer, storm sewer and water facilities.

This especially applies to the part of the Area west of 257th.

2. Objective: Provide incentives that reduce the cost of developing property in a manner that especially supports City policies regarding land use, design and transportation.

Incentives can include financing public improvements and making land available at less than its fair market value.

3. Objective: Increase the availability of land for development by acquiring and assembling development sites.

Some landowners may be unwilling to market their property for sale, but would be willing to sell land to the Agency. The Agency may be able to acquire contiguous parcels and create a single larger development site, if such a site is desirable. The Agency's authority to acquire and dispose of land is discussed in Chapter X.

4. Objective: Refine existing development regulations and standards so that they are flexible but effective.

The Agency can cooperate with the City in the ongoing review and evaluation of the existing regulatory framework.

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5. Goal : Provide A Greater Level of Goods and Services for Troutdale

Troutdale residents must leave the community for many goods and services that are not currently available. Development of the Town Center can result in a broader range of goods and services available locally.

6. Objective 1 : Create a better awareness of the market opportunities that exist or will exist in Troutdale.

Troutdale has taken some important steps to revitalize the CBD and to encourage development in other parts of the Area. Developers and businesses may not be totally aware of the small town urban environment that is evolving in the CBD. Similarly the market awareness of such sites as the former STP and the County Farm could be improved.

7. Objective 2 : Support with appropriate incentives businesses and developers who will increase the range of goods and services.

B. Goal : Create Employment Opportunities for Troutdale Residents

Many of Troutdale's residents must leave the community to work. Continued development of the Town Center can increase the number and type of jobs that are available within the community.

1. Objective: Continue to enhance the development environment for professional and general office space.

The development environment within the Area is evolving and the Plan can assist in creating public amenities that would attract more office development.

2. Objective: Create a better awareness of the market opportunities that exist or will exist in Troutdale for job generating uses.

3. Objective: Support with appropriate incentives businesses and developers who will increase the range of goods and services.

C. Goal: Improve Transportation Systems and Use Existing and Future Facilities Efficiently

Transportation linkages within the Town Center are incomplete, and additional facilities are needed for motor vehicles, pedestrians and bicycles. Since transportation facilities will always be costly, new and existing facilities should be used efficiently.

1. Objective: Provide connected local street systems that serve development in areas that currently lack streets.

2. Objective : Provide a system of pedestrian and bicycle trails that connect parts of the Town Center to each other and to the Sandy River.

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3. Objective: Provide pedestrian and bicycle connections from neighborhoods to parks, school and other public facilities.
4. Objective: Promote land uses and design that are efficient in their use of transportation. For example, mixed use (retail/office/residential) projects can eliminate the need for some trips.

D. Goal: Improve Access To and Enjoyment of the Sandy Riverfront

The Sandy River is an historical and recreational resource that helps give Troutdale its character. However access to the river from the Town Center is very limited. Better access will create an amenity for new development and a resource for the entire community.

1. Objective: Develop public parks and trails that promote access to the river.
2. Objective: Encourage site planning and design that maximizes access to and views of the river.

E. Goal: Preserve and Enhance Troutdale's Natural and Historic Resources

Troutdale's history dates back to Lewis & Clark and its location on the Sandy River near its confluence with the Columbia made it a key point in the pioneer route to the Willamette Valley. Beaver Creek flows through almost the entire City (south to north) and reaches the Sandy River within the Town Center area.

1. Objective: Reflect historical Troutdale in future development, especially within the historic Central Business District.
2. Objective: Preserve, protect, and dramatize historical structures and locations within the downtown.
3. Objective: Encourage new development that is compatible in design with those existing structures that have historic value.
4. Objective: Promote development and redevelopment that is designed to respect Troutdale's natural resources

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III. OUTLINE OF URBAN RENEWAL ACTIVITIES

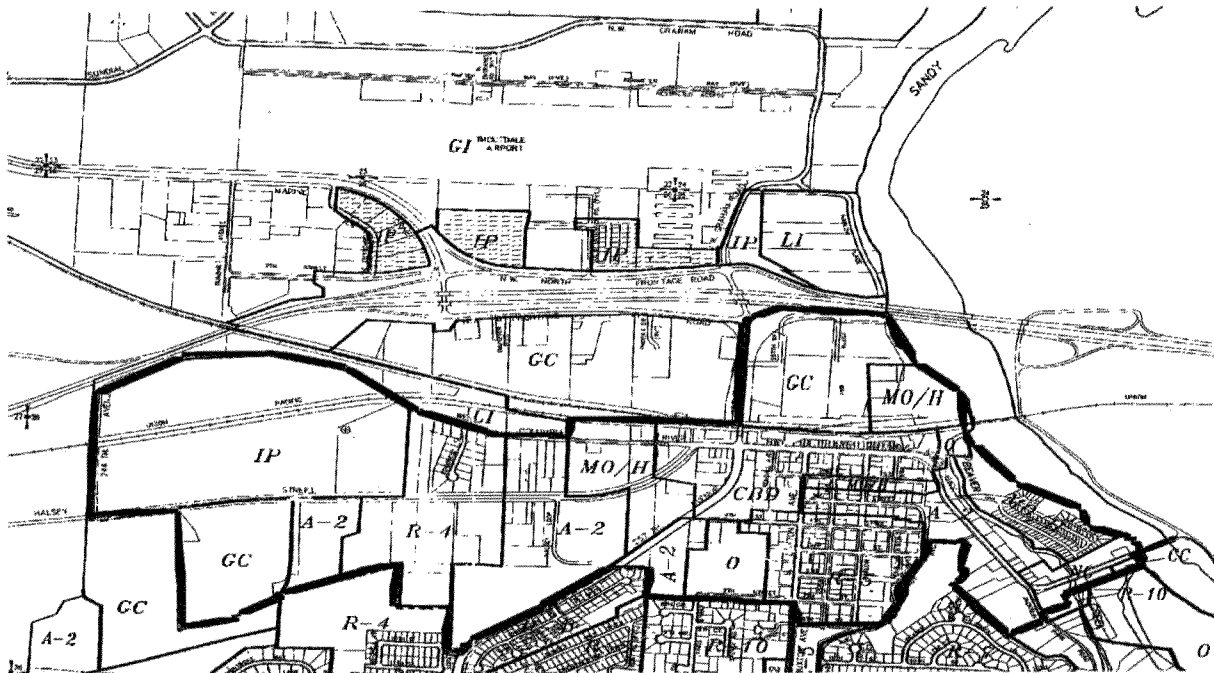
Urban renewal projects are discussed in detail in Chapter V . Urban renewal activities will generally consist of public improvements and financial incentives for rehabilitation, infill and redevelopment within the CBD, for redevelopment of the STP Site and for development of the County Farm Site. In the part of the Area west of 257th Avenue, urban renewal activities will focus on providing a street system and basic infrastructure to support development called for in the Comprehensive Plan and Development Code. In the CBD, urban renewal activities will include acquisition and disposition of property, participation by property owners with the Agency in rehabilitation of existing properties (through loan and grant programs), development of public improvements and facilities. In the eastern part of the Area, urban renewal activities will focus on improvements to access to the Sandy River.

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IV. URBAN RENEWAL AREA BOUNDARIES

The boundaries of the Area are shown in Figure 1. A legal description of the Area boundaries is provided in Appendix 1 to the Plan, which Appendix is incorporated within the Plan by reference.

Figure 1: Urban Renewal Plan Area Boundary



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V. URBAN RENEWAL PROJECTS

The planned urban renewal projects are described below.

A. Public Improvements

1. Streets

a) Residential Streets west of 257th

Provide streets to serve residential development in the area between SW 257th Avenue and McMenamins Edgefield.

b) SE 5th Street Improvements

Improve SE 5th Street east of Kibling Avenue.

c) Access to the STP Site from Downtown

Provide access to the former STP site in the manner determined by Council as part of the STP Redevelopment Plan.

d) Access improvements for the County Farm Site

Provide access to the County Farm Site as determined during design review process.

2. Pedestrian Ways

Pedestrian improvements include trails and connections. Proposed improvements include the following key features:

a) Sandy River Trail / Columbia River Highway Trail-

Develop a pedestrian trail along the Sandy River from I-84 to the railroad tracks, continuing south along the Historic Columbia River Highway and crossing the river.

b) Beaver Creek Canyon Linkage to the Columbia River Highway Trail-

Develop a pedestrian connection between the Historic Columbia River Highway and Beaver Creek Canyon.

c) Helen Althaus Park to Edgefield

The trail through Helen Althaus Park will extend west across SW 257th Avenue to the grove of trees south of SW Halsey Street. The trail will extend along streets to McMenamins Edgefield, with linkages from Edgefield to Columbia Park.

d) Pedestrian Bridge – Downtown to the Columbia Gorge Premium Outlet Stores

Develop pedestrian linkages from downtown to the outlet stores, as determined by the City Council in the STP Redevelopment Plan.

3. Sanitary Sewer

Upgrade West Columbia pump station.

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4. Storm Sewer

- a) Halsey St. Drainage Improvements West of Edgefield
- b) Columbia River Highway Control Structure
- c) Columbia River Highway Underpass Bypass
- d) Wood Village Drainage Improvement
- e) Fourth Street Drainage Improvement

5. Water

- a) Upsize water line on Columbia River Highway from Kibling to Park
- b) Upsize 244th Avenue Water Line

B. Public Facilities

1. City Hall Development

Participate in the development of a new City Hall on a site located west of Buxton and south of 2nd Street. Participation will be in proportion to the benefits accruing to the Area from such development. Benefits include accommodating staff serving the Agency and contributing to the redevelopment of land within the Area.

2. Parks

- a) Sandy Riverfront Park
A riverfront park for the Troutdale community and visitors.
- b) Sandy River, South of Railroad
A riverfront park at the confluence of Beaver Creek and the Sandy River
- c) Neighborhood Park, Halsey at Edgefield Court
- d) Neighborhood Park, South of Halsey Between Halsey Loop and Edgefield

3. Parking Facilities

Develop surface parking lots and structures in the downtown to serve shoppers and employees.

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C. Financial Incentives

1. Low Interest Loan and Grant Programs

The Agency may provide below market rate loans and/or grants to property owners seeking to conserve or rehabilitate property within the Area. The Agency may adopt such rules and regulations as are appropriate to administer this loan/grant program.

D. Property Acquisition and Disposition

Property acquisition and disposition are discussed in Chapter X.

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VI. RELATIONSHIP TO LOCAL PLANS AND OBJECTIVES

The local plans and objectives that underlie the Plan include the City's Comprehensive Plan, separate elements of the Comprehensive Plan such as the Transportation System Plan and the Capital Improvements Plan and implementing ordinances such as the Development Code.

A. City of Troutdale Comprehensive Plan

The Plan supports and implements the following sections of the Comprehensive Plan

1. General Goals and Objectives

- To significantly improve the appearance of the community, particularly along I-84 and in the downtown area, as one means of recapturing the individual and distinct identity of the Troutdale area as a balanced community with commercial and industrial areas supporting the City within its urban context, and in relationship to the adjoining communities of Gresham, Fairview, and Wood Village.
- To retain and enhance desirable existing areas and to revitalize, rehabilitate, or redevelop less desirable areas.
- To continually encourage excellence in all private developments and public services within the constraints of economic reality. Economic reality should not be interpreted as maximum profit for minimum investment or as minimum local budgets for maximum services, but as optimum initial expenditures justified by the long-range social, economic, and aesthetic benefits derived from those expenditures.
- To encourage and promote innovation in development techniques in order to obtain maximum livability and excellence in planning and design for all new developments that respond to the specifics of the site and the need for continued awareness of energy use consequences.
- To continually work to maintain the high air, water, and land quality, and to protect and preserve those identified significant environmental and ecological resources in the area.
- To provide an adequate supply of open space and park and recreation areas to meet the recreational needs and desires of the City's residents.
- To encourage a mix of commercial and industrial development which will provide an economic base for the City.
- To promote the retention and expansion of existing businesses and the location of new businesses by developing flexible requirements which can accommodate the specific nature of a proposed project.

2. Land Use

- Implement the plan through zoning and development ordinances, capital improvement programming, a central business district development program, and other appropriate measures and/or programs.

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3. Parks and Recreation

- Develop an above average amount of open space with both active and passive recreation areas.
- Develop a variety of recreational facilities available to all neighborhoods.
- Ensure that the cost of acquiring, developing, and maintaining parks is equitable to all citizens.
- Encourage joint use of park and school facilities by locating them adjacent, or close, to each other.

4. Economy

Commercial areas in Troutdale do not generate a significant amount of employment, but will provide expanded opportunities in the future, particularly in the town center.

The downtown area contains unique and diverse retail shops catering to a special market area... As the population of Troutdale and East Multnomah County grows, additional retail growth will be necessary to accommodate demand.

Policies

- Preserve and promote the commercial district along Columbia River Highway as the Central Business District.

The downtown area remains the cultural, social, and historic center of Troutdale. The Central Business District (CBD) is intended to be the retail heart of Troutdale. The key concept of the CBD is the strengthening of the retail commercial activity along the downtown area of East Historic Columbia River Highway. According to national retail experts, successful pedestrian-oriented retail areas are no more than 1,000 feet long, which is an appropriate walking distance for a successful commercial area. With the development of the 23-lot Troutdale Town Center subdivision and new city-owned parking lot, the CBD is well-situated to capture tourist traffic heading into the Columbia River Gorge and recreational areas, and should continue to serve as a retail and service center for the City.

The City completed a Downtown Concept Plan in 1984 and a Downtown Implementation Plan in 1987. It adopted the Troutdale Town Center Plan in February 1998 which reinforces and refines the earlier plans. Downtown goals identified in the Downtown Concept Plan and implementation strategies identified in the Troutdale Town Center Plan are included in this section.

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(DOWNTOWN CONCEPT PLAN)

1. Enhance the downtown's role as a center of retail goods and consumer services for area residents and a premier attraction for visitors to the community. Provide an atmosphere conducive to investment.
2. Provide opportunities for a mix of commercial activity with moderate and high-density housing in a manner that will not compromise commercial uses.
3. Encourage a transportation system that will provide safe and convenient circulation for pedestrians, bicycles, automobiles, trucks, and mass transit. Promote a system of pedestrian ways which connect the retail areas with the waterfront and residential areas, parking facilities, and open spaces. Provide parking to serve the needs of existing businesses and new developments.
4. Encourage development that is sensitive to physical attributes and constraints, and is cost effective for private development interests and public agencies.
5. Encourage the use of design elements on public and private lands that will promote the downtown as the Gateway to the Columbia River Gorge and Sandy River recreation areas. Encourage building and site designs that establish a unifying relationship with the overall design character of the downtown.
6. Provide public, and encourage private, open spaces adaptable to a wide variety of uses to include community entertainment, exhibition, and meeting spaces. Active use of these spaces should be promoted by utilizing kiosks, cafes, vending stands, and entertainment.
7. Provide facilities for people such as public restrooms, outdoor furniture, and protection from the elements.
8. Preserve, protect, and dramatize historical structures and locations within the downtown whenever feasible. Encourage new development that is compatible with existing structures and functional characteristics of planned uses.
9. Recognize and protect vistas of unique natural features which provide a scenic backdrop for the downtown.
10. Encourage private business activity and investment through use of incentives and a regulatory environment that is competitive with that of other comparable jurisdictions.

(TOWN CENTER PLAN)

1. Focus retail commercial activity in the established CBD and, except for expansion of the Columbia Gorge Factory Stores, do not allow large-scale commercial development to locate nearby.
2. Concentrate commercial retail activity along East Historic Columbia River Highway in the historic commercial downtown of Troutdale.
3. Support the development and maintenance of a public plaza in the CBD.
4. Eliminate the auto-related focus in the established CBD.
5. Provide office employment opportunities in the town center area.
6. Allow a mixture of office and housing uses.

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7. Require all new development to create pedestrian connections to neighborhood centers or to the town center.
8. Encourage development of a grocery store in the CBD.
9. Allow expansion of the regional retail at the Columbia Gorge Factory Stores.
10. Ensure that neighborhood commercial uses within the town center serve the needs of the neighborhood.

5. HOUSING

General

Residential developments shall be located in close proximity to employment and shopping facilities. Development shall be sensitive to site characteristics, including topography, soil types, and natural vegetation.

Alternative Housing Types.

- a. Recognize condominium ownership as a legitimate and affordable housing alternative. Condominium developments will be encouraged, provided the density meets the requirements in the Comprehensive Plan.
- b. Recognize the need for housing for senior citizens and encourage senior center complexes, or other developments that serve primarily senior citizens.
- c. Recognize and promote single-family attached homes as a legitimate and desirable alternative to single-family detached homes.
- d. Recognize the use of "zero lot line" siting as a method of increasing the usable outdoor area of a lot.
- e. Recognize the need for additional multiple-family dwellings in Troutdale and encourage multiple-family developments in areas designated for such in the Comprehensive Plan.
- f. Encourage a mix of single-family, duplexes, tri-plexes, and four-plexes as part of a Planned Development as an attractive and desirable alternative to providing just a single type of housing in a subdivision.
- g. Encourage a mix of multiple-family dwellings and professional offices, or limited commercial, in the higher intensity areas and town center planning area outlined in the Comprehensive Plan.

6. Transportation

- Locate and construct streets and highways in a manner which accommodates both current and future traffic needs. Design streets to maintain the character and quality of the areas served.
- Within the town center planning area, provide pedestrian-oriented streets that are uninterrupted by driveways and encourage on-street parking to provide a buffer between the sidewalk and street.

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- Encourage use of mass transit, bicycle, and pedestrian transportation and circulation systems as legitimate and desirable future alternatives or supplements to the automobile.
- Continue to be sensitive to the needs of the physically handicapped in the design of an intracity circulation system and in the construction of public facilities.
- When property redevelops or develops with residential and/or mixed uses, provide for the construction of an interconnected internal street system that provides linkage between adjacent developments.

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B. PROPOSED LAND USES

Land uses within the Area are controlled by the City's Comprehensive Plan and Development Code. The Development Code also contains design standards for various uses and locations, which are discussed in Chapter VIII. No land use regulations are imposed by the Plan, although the Agency may negotiate provisions regarding land use and design with particular property owners in exchange for the incentives available under the Plan.

Zoning Districts within the Area at the time of adoption of the Plan are shown in Figure 2. The entire Area is covered by the Town Center Overlay which modifies the provisions of the underlying zones. These districts, as modified by the Town Center Overlay (TCO) are described below. Subsequent changes to the Comprehensive Plan, the Development Code or other implementing ordinances, if any, will apply to the Area and the Plan may be updated to reflect such changes without a formal amendment process.

C. Single Family Residential (R-5)

This district is intended primarily for single family dwellings in a medium density environment. Minimum lot sizes are 5,000 square feet. Within the TCO, attached dwellings of more than two units are permitted conditionally if each unit is situated on a separate lot of record. Manufacture home parks are prohibited.

D. Attached Residential (R-4)

This district is intended primarily for attached residential dwellings in a medium-density residential environment. With the TCO it allows single family (including zero lot line), duplexes, triplexes, fourplexes ("plexes"), row houses and townhouses, but prohibits manufactured home parks.

E. Apartment Residential (A-2)

This district is intended primarily for multi-family dwellings in a high density residential development. With the Town Center Overlay it allows single family (including zero lot line housing), plexes, apartment and townhouses but prohibits manufactured home parks. Maximum density is one dwelling unit per 2,000 s.f. of net land area (21 units per acre).

F. Neighborhood Commercial (NC)

This district is intended for convenience retail and service establishments of limited scale to serve primarily the needs of nearby residents. Development must be compatible with adjacent residential neighborhoods. With the TCO it allows outright plexes and restaurants (without drive-in service) but treats grocery stores (without gasoline pumps) as a conditional rather than permitted use.

G. Community Commercial (CC)

This district is intended for the shopping needs of several neighborhoods in locations easily accessible to such neighborhoods. With the TCO it treats grocery stores without gasoline pumps as a conditional rather than permitted use and also allows single family houses, plexes and multifamily dwellings (maximum of 21 units per net acre) provided the residential use is located above or behind the ground floor of a commercial use.

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H. General Commercial (CG)

This district is intended for more intensive commercial uses in addition to those provided for the NC and CC Districts. With the TCO, a range of residential uses are allowed outright (maximum of 21 units per net acre) provided the residential use is located above or behind the ground floor of a commercial use and some of the otherwise allowed or conditional uses (e.g. auto sales, service stations, tire shops, lumber yards) are prohibited.

I. Central Business District

This district provides for retail, and a range of services. A range of residential uses are allowed outright (maximum of 21 units per net acre) provided the residential use is located above or behind the ground floor of a commercial use. Retail uses over 15,000 square feet are allowed conditionally. Assembly, community service, and congregate housing are also allowed conditionally.

J. Mixed Office/Housing (MO)

The purpose of this district is to provide a compatible mix of office, employment and housing opportunities close to the CBD. Retail uses up to 15,000 square feet are allowed conditionally.

K. Industrial Park (IP)

This district is intended for a mix of clean employee-intensive industries, offices, service and retail commercial uses, which have no off site impacts. It provides for combining parking, landscaping and other design features which link uses within one development. It permits outright a range of office, light industrial and service uses and allows conditionally hotels, restaurants, and some retail and service uses.

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VII. DESIGN STANDARDS

Within the TCO, all commercial uses and all residential uses except single family detached houses and duplexes are subject to design review. The design review process is at least initially a Type II Procedure which calls for a staff proposed decision with a process whereby the public can submit comments on the proposal. The final decision is at the staff level, but it is appealable to the Planning Commission and City Council.

The Development Code contains base design standards for all uses other than single family detached housing that cover the site plan, grading plan, building design, signage, pedestrian walkways, access ways, and building orientation (including setbacks). Within in the CBD, commercial development is also subject to special design standards that are quite detailed, and which deal with pedestrian accessibility, compatibility with existing downtown businesses, building materials and colors, roof materials, parapets and pitch, building orientation, facades, window treatment, landscaping, streetscaping, and lighting.

Residential development within the TCO is also subject to special standards regarding building planes, front facades, signage, streetscape and off-street parking and loading.

Additional development standards regarding streetscape and fences apply for parcels facing 257th Avenue and for the former Sewage Treatment Plant site.

The Plan does not impose any additional design standards, but the standards contained in the Development Code may be a basis for the Agency's requirements in a negotiated public/private development partnership.

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VIII. RELOCATION METHODS

Where required to complete an urban renewal project under this Plan, relocation of households or businesses will be undertaken in conformance with state law, currently contained in ORS 281.045 to 281.105 (1999 Edition). Subsequent changes to statutes governing relocation will apply to the Plan and the Plan may be updated to reflect such changes without a formal amendment process.

Current statutory provisions regarding relocation are reproduced below.

281.055 Relocation within neighborhood; notice prior to move; costs and allowances. (1) A public entity undertaking urban renewal or neighborhood development shall make all reasonable efforts to insure that all displaced persons shall have the option to relocate within their urban renewal or development neighborhood or area and shall not be displaced, except temporarily as required by emergency, until appropriate residential units shall become available to them within their neighborhood or area and within their financial means.

(2) Except as required by emergency, no displaced person shall be required to move from any real property without first having written notice from the public entity at least 90 days prior to the date by which the move is required. In no case shall any displaced person be required to move until the public entity notifies the person in writing of all costs and allowances to which such person may become entitled under federal, state or local law. [1975 c.613 s.3]

281.060 Relocation duties of public entity; use of certain federal relocation assistance programs; policies. Whenever any program or project is undertaken by a public entity which program or project will result in the acquisition of real property, notwithstanding any other statute, charter, ordinance, or rule or regulation, the public entity shall:

(1) Provide fair and reasonable relocation payments and assistance to or for displaced persons as provided under sections 202, 203, 204 and 206 of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Uniform Relocation Act amendments of 1987;

(2) Provide relocation assistance programs offering to displaced persons and others occupying property immediately adjacent to the real property acquired the services described in section 205 of the 1970 federal Act as amended by the Uniform Relocation Act amendments of 1987 on the conditions prescribed therein;

(3) In acquiring the real property, be guided by the land acquisition policies in section 301 of the 1970 federal Act as amended by the Uniform Relocation Act amendments of 1987 and the provisions of section 302 of the 1970 federal Act;

(4) Pay or reimburse property owners for necessary expenses as specified in sections 303 and 304 of the 1970 federal Act;

(5) Share costs of providing payments and assistance with the federal government in the manner and to the extent required by sections 211 (a) and (b) of the 1970 federal Act as amended by the Uniform Relocation Act amendments of 1987; and

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(6) Appoint such officers, enter into such contracts, utilize federal funds for planning and providing comparable replacement housing, and take such other actions as may be necessary to comply with the conditions and requirements of the 1970 federal Act as amended by the Uniform Relocation Act amendments of 1987. [1971 c.142 s.2; 1973 c.373 s.1; 1975 c.613 s.5; 1989 c.14 s.1]

281.070 Business or farm operation required to make state tax returns and records available for audit. To be eligible for the payment authorized by ORS 281.060 to 281.090, a business or farm operation must make its state income tax returns and its financial statements and accounting records available for audit for confidential use to determine the payment authorized. [1971 c.142 s.3]

281.080 [1971 c.142 s.4; repealed by 1975 c.613 s.6 (281.085 enacted in lieu of 281.080)]

281.085 Decision on benefits; hearing; review. Any person who applies for relocation benefits or assistance under ORS 281.060 shall receive the public entity's written decision on the application which shall include the statement of the amount awarded, if any, the statutory basis for the award, and the statement of any finding of fact that the public entity made in arriving at its decision. A person aggrieved by said written decision shall be entitled to a hearing substantially of the character required by ORS 183.415, 183.425, 183.450, 183.460 and 183.470, unless federal, state or local law provides otherwise. Notice required by ORS 183.415 must be served within 180 days of the receipt of the written decision by the aggrieved party. The decision of the public entity shall be reviewable pursuant to ORS 183.480. [1975 c.613 s.7 (enacted in lieu of 281.080)]

281.090 Construction. Nothing in ORS 281.060 to 281.090 shall be construed as creating in any condemnation proceedings brought under the power of eminent domain, any element of value or of damage not in existence immediately prior to May 7, 1971. [1971 c.142 s.5]

281.100 [1971 c.142 s.6; repealed by 1975 c.613 s.10]

281.105 Federal law controlling. In any instance where a public entity is receiving federal financial assistance and is thereby required to comply with applicable federal laws and regulations relating to relocation assistance, such federal laws and regulations shall control should there be any conflict with ORS 281.045 to 281.060, 281.085 and this section. [1975 c.613 s.9]

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IX. PROPERTY ACQUISITION AND DISPOSITION

A. Property Acquisition

The Plan authorizes the acquisition of real property for public improvements by any means, including condemnation (eminent domain). If condemnation is required, condemnation procedures will conform with state law, contained primarily in Chapter 35 of Oregon Revised Statutes (1999) edition.

The Plan further authorizes the acquisition of property from willing sellers or by other willing conveyance, where such land is required for urban renewal projects to be undertaken under the Plan.

The Plan further authorizes the Agency to acquire the property(ies) listed below by any means including eminent domain and to dispose of such property by sale, lease or other means to a private party for any use in conformance with the Plan.

Properties To Be Acquired:

The Agency may acquire interest in the County Farm site (Tax Lots 1N3E26 100 and 1N3E26B 1200)

Additional property(ies) may be identified in the future and added to the Plan by means of a Council-Approved Amendment, as described in Chapter XII.

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B. Property Disposition

The Agency shall, in accordance with the Plan, make land or interests therein that is has acquired available for use by private enterprise or public agencies. Such land shall be made available at a value determined by the Agency to be its fair reuse value, which represents the value, whether expressed in terms of rental or capital price, at which the Agency in its discretion determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved or rehabilitated for the purposes specified in such plan. Any decision by the Agency to dispose of land or interests therein shall be governed by an agreement that is adopted by the Agency at a properly noticed public meeting of the Agency.

To assure that land acquired under the Plan is used in accordance with the urban renewal plan, the agency, upon the sale or lease of such land, shall obligate purchasers or lessees to use the land for the purposes designated in the Plan and to begin the building of their improvements within a period of time which the Agency finds reasonable. Any obligations by the purchaser shall be covenants and conditions running with the land where the urban renewal agency so stipulates. Any contract for the transfer of any interest in land by the urban renewal agency may be recorded in the land records of the county in which the land is situated in the same manner as any other contract for the transfer of an interest in land is recorded.

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X. TAX INCREMENT FINANCING

Tax increment financing as authorized by Article IX(1)(c) of the Oregon Constitution and Chapter 457 of Oregon Revised Statutes shall be used to finance the projects and activities undertaken under the Plan.

A. General Description of the Proposed Financing Methods

The Plan will be financed using a combination of revenue sources. These include:

- tax increment revenues, described in more detail below.;
- advances, loans, grants and any other form of financial assistance from the Federal, State or local governments or other public body;
- loans, grants, dedications or other contributions from private developers and property owners; and
- any other source, public or private.

Revenues obtained by the Agency will be used to pay or repay costs, expenses, advancements and indebtedness incurred in planning or undertaking project activities or otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.

B. Tax Increment Financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the Agency, as provided in ORS 457.420 through ORS 457.450. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the Area is located, shall be divided as provided in section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the Agency based upon the distribution schedule established under ORS 311.390.

The maximum amount of indebtedness that may be issued or incurred under the Plan is \$16,500,000. This amount is the principal of such indebtedness and does not include interest or indebtedness incurred to refund or refinance existing indebtedness.

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XI. AMENDMENTS TO THE PLAN

The Plan may be amended under the terms of this Section of the Plan, which establishes three types of amendments and states the process required for each type. The three types of amendments are Substantial Amendments, Council-Approved Amendments and Minor Amendments.

A. Substantial Amendments

Substantial amendments are those amendments that would

Increase the maximum amount of indebtedness to be issued or incurred under the Plan
or

Add land to the Area that totals more than one percent of the existing area of the Area.

Substantial amendments shall be adopted using the same process required for adoption of the Plan as described in ORS 457.085 through ORS 457.135 (1999 Edition). This process generally includes

- Citizen involvement;
- A presentation of the amendment to the City of Troutdale Planning Commission for its recommendation;
- Consulting with the taxing districts (County, City, , School District) that levy taxes within the Area.
- Representatives of the Agency meeting with the governing bodies of Multnomah County
- Providing notice to individual households within the City of Troutdale of the public hearing before the City Council.
- Consideration and adoption of a non-emergency ordinance by the City Council
- Publication of notice of adoption of the plan.

B. Council-Approved Amendments

Council-Approved amendments consist of amendments that

Add a project not already authorized under the Plan which has a cost in year 2001 dollars of more than \$500,000.

Extend the termination date of the Plan, as stated in Chapter XIII

Authorize the acquisition of real property by any means including eminent domain and identify such parcels for acquisition.

Council-Approved amendments shall be adopted using the same process as for substantial amendments except that the additional notice provisions of ORS 457.120 (1999 Edition)

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shall not be required. Generally this means that notice of the public hearing before the City Council to individuals or households within the city of Troutdale shall not be required.

C. Minor Amendments

Minor amendments are defined as all those amendments not defined as substantial or Council-Approved amendments. Minor amendments shall be adopted by Resolution of the Agency at a public meeting of the Agency for which notice has been provided that conforms to State law.

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XII. DURATION OF THE PLAN

At the end of the period of 25 years from the effective date of the ordinance adopting the Plan (the "Expiration Date"), no new urban renewal projects shall be undertaken and no further indebtedness under the Plan shall be issued or incurred. The collection of tax increment funds may continue beyond this date only if necessary to pay principal and interest and indebtedness incurred prior to the Expiration Date.

**REPORT ON THE
PROPOSED
TROUTDALE TOWN CENTER URBAN RENEWAL PLAN**

July 26, 2001

DRAFT REPORT ON THE
TROUTDALE URBAN RENEWAL PLAN

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TROUTDALE URBAN RENEWAL PLAN

I. PHYSICAL CONDITIONS

A. Relationship to Size and Assessed Value Limits

State law (ORS 457.420(2)) states that the total amount of land area and assessed value in urban renewal areas at the time of their establishment cannot total more than twenty-five per cent of the land area and total assessed value of the City, excluding any other incremental assessed value existing urban renewal areas. The area of Troutdale is six square miles or 3,840 acres. The urban renewal area contains 324 acres, or 8.4% of the City's land area. The total assessed value of the City (for FY 2000/2001) is 704,886,070. The assessed value of the Area is estimated at 11,000,000, or 15.6% of the total. Thus the Area complies with the limits on size and assessed value relative to the City as a whole.

B. Land Use And Zoning

The Urban Renewal Area as defined in this Plan consists of approximately 324 acres of mixed land uses (excluding areas not in tax lots), extending from the Sandy River west to McMenamins Edgefield. The existing downtown is at the core of the Urban Renewal Area, which also includes the surrounding residential areas and the Columbia Gorge Premium Outlet Stores and the present City Sewage Treatment Plant. The developed portion of the Area is characterized by a diversity of residential, commercial and industrial uses as portrayed in **Table 1**, "*Existing Land Use (2000)*."

**TABLE 1:
EXISTING LAND USE (2000)**

EXISTING USE	NUMBER OF PARCELS	ACRES	PERCENT OF TOTAL
Commercial	58	49.7	15.3%
Duplex	32	6.92	2.1%
Industrial	3	1.48	0.5%
Institutional	11	31.59	9.7%
Mobile/RV	1	11.69	3.6%
Multi-Family	22	22.07	6.8%
Other*	11	3.57	1.1%
Recreation	7	20.87	6.4%
Single-Family	132	53.12	16.4%
Utility	3	12.75	3.9%
Vacant	50	110.55	34.1%
<u>Total</u>	330	324.31	100.0%

*Land uses defined as "Other" includes Rights-of-Way, Public Parking Lots and Private Roads.

DRAFT REPORT ON THE TROUTDALE URBAN RENEWAL PLAN

Table 1 shows the existing tax lots in the Urban Renewal Area to be a total of 324.31 acres of land formed by 330 individual parcels. Developed land comprises 65.9% of the total acreage, while vacant land covers 34.1% of the total, slightly more than one-third of the entire Urban Renewal Area. Of the Area currently in tax lots, 53.12 acres (16.4% of total) are developed as single-family dwelling units, 49.7 acres (15.3%) are developed commercial, 31.59 acres (9.7%) are used for institutional purposes, 20.87 acres (6.4%) are used for recreation, and 22.07 acres (6.8%) are developed as multi-family dwelling units.

Table 2, "*Comprehensive Plan and Zoning Designations (2000)*," indicates the number of parcels and acres in each of the Comprehensive Plan Designation categories as well as in each Zoning District. The largest portion of the Area (22.5%) is zoned Industrial Park (IP), followed by High Density Residential (HDR-A2) at 19%, and General Commercial at 16%. Commercial (C) designations account for 40.7% of the total Urban Renewal Area: including 12.7% as Mixed Office/Housing (MO/H), 16% as General Commercial (GC), 8.5% as Central Business District (CBD), and 3.3% as Neighborhood Commercial (NC).

**TABLE 2:
COMPREHENSIVE PLAN AND ZONING DESIGNATIONS (2000)**

DESIGNATION	NUMBER OF PARCELS	ACRES	PERCENT OF TOTAL
C - Commercial	130	131.9	40.7%
Commercial (CBD)	89	27.71	8.5%
Commercial (GC)	12	52.04	16.0%
Commercial (MO/H)	20	41.32	12.7%
Commercial (NC)	9	10.82	3.3%
MDR - Medium Density Residential	123	45.02	13.9%
MDR (R4)	30	26.13	8.1%
MDR (R5)	93	18.89	5.8%
HDR - High Density Residential	72	61.62	19.0%
HDR (A2)	72	61.62	19.0%
I - Industrial	5	85.78	26.5%
Industrial (IP)	3	73.03	22.5%
Industrial (OS)	2	12.75	3.9%
Total	330	324.31	100%

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Table 3, "Commercial Land Use (2000)," displays in detail the composition of uses of commercially zoned land within the Urban Renewal Area. Of the developed land zoned Commercial (CBD, GC, MO/H, or NC), commercial uses dominate at 37.7% of the total acreage. Single-family uses account for 13.7% of the land, while mobile/RV occupy 8.9%, and 8.6% is used as utility. Vacant land accounts for 21.2% of the total commercial acreage.

USE OF LAND DESIGNATED COMMERCIAL (2000)

USE	# OF PARCELS	ACRES	PERCENT OF TOTAL
Commercial	58	49.7	37.7%
Industrial	3	1.48	1.1%
Institutional	6	4.23	3.2
Mobile/RV	1	11.69	8.9%
1. <u>Multi-Family</u>	2	0.57	0.4%
Other*	6	1.54	1.2%
Recreation	3	5.3	4.0%
Single-Family	27	18.06	13.7%
Utility	1	11.33	8.6%
Vacant	23	28.02	21.2%
Total	130	131.9	100.0%

*Land uses defined as "Other" include Rights-of-Way and Parking.

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Table 4. shows the use of land zoned for Apartment Residential (A-2).

TABLE 4: USE OF LAND ZONED APARTMENT RESIDENTIAL (A-2)			
USE	# OF PARCELS	ACRES	PERCENT OF TOTAL
DUPLEX	15	2.33	3.8%
MFDU	13	1.92	3.1%
RECREATION	2	0.26	0.4%
R-O-W	1	0.15	0.2%
SFDU	23	23.66	38.4%
UTILITY	2	1.61	2.6%
VACANT	14	31.25	50.7%
W/SFDU	2	0.44	0.7%
Total:	72	61.62	100.0%

A-2 is a high density multifamily zone, but over half of the land A-2 is vacant, and almost 40% is developed with single family homes. This indicates an opportunity for new multifamily residential development and possibly some redevelopment of older single family homes.

Table 5. shows the use of land zoned for Attached Residential (R-4)

USE OF LAND ZONED ATTACHED RESIDENTIAL (R- 4)			
USE	# OF PARCELS	ACRES	PERCENT OF TOTAL
DUPLEX	14	3.53	14.2%
MFDU	6	1.66	6.7%
SFDU	5	9.17	36.8%
VACANT	4	10.55	42.4%
Total	29	24.91	100.0%

The Attached Residential zone is intended for duplexes, triplexes, rowhouses and townhouses, but over 40% of the land is vacant and almost 37% is developed as single family homes. This indicates an opportunity for medium density attached residential development and possibly some redevelopment of older single family homes.

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Table 6. shows the use of land zoned for Single Family Residential (R-5)

TABLE 6: USE OF LAND ZONED SINGLE FAMILY RESIDENTIAL (R-5)			
	# OF PARCELS	ACRES	PERCENT OF TOTAL
DUPLEX	3	0.67	3.6%
PVT RD	2	0.3	1.6%
R-O-W	1	0.02	0.1%
SCHOOL	4	2.46	13.2%
SFDU	73	14.38	77.0%
VACANT	7	0.84	4.5%
	90	18.67	100.0%

This land is located south of the CBD, and is mostly developed with single family homes. There is some limited opportunity for infill on vacant lots, rehabilitation of existing homes and possibly redevelopment of some older single family homes.

C. Transportation: Streets, Roads and Alternative Modes

1. Street Classification

Interstate 84/US 30 is classified as a State Highway of Interstate importance. It serves vehicles traveling between I-5 to the west and various destinations in Washington, Idaho, and beyond to the east. I-84 also serves intrastate travel, in particular, vehicles from the west traveling toward the Cascade mountains and Columbia River Gorge. It is used as a commuter route between East Multnomah County and Portland and various destinations in between. I-84 also serves some local travel that occurs within Troutdale, or between Troutdale and a neighboring city such as Wood Village, Fairview or Gresham.

257th Avenue is classified by Multnomah County as a Major Arterial. It provides local access from I-84 to much of Troutdale and is used regionally as a link from I-84 to ORE 26 and destinations to the east.

Halsey Street is classified by Multnomah County as a Minor Arterial. Halsey provides local access between Troutdale and towns to the west such as Wood Village, Fairview and Gresham, and extends into Portland.

Historic Columbia River Highway is classified as Major Collector by Multnomah County. To the east, it is Troutdale's main street and crosses the Sandy River, eventually becoming a scenic highway along the Columbia River Gorge.

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South Buxton Avenue extends from East Columbia River Highway south through downtown, connecting with South Troutdale Road. It provides access to many downtown businesses as well as the residential neighborhoods that are adjacent to it.

2. Travel Times / Traffic Volumes / Levels of Service

Transportation studies are often used as a key measure of transportation service and accessibility in a city. They provide a common reference for comparison between modes and a historical reference in future years. As part of the Transportation System Plan (1995), DKS Associates conducted studies on several key routes in Troutdale.

Travel time runs measured the length of time it took to travel from one end of the City to the other during the PM peak period during the week. These studies indicated that it was generally possible to get across town in Troutdale (either north/south or east/west) in approximately 4 to 6 minutes, including an average delay of about 40 to 60 seconds. This translates to average speeds of about 30 miles per hour, including delays at traffic signals and stop signs.

Typically, 257th Avenue was the most heavily traveled street in Troutdale. Near I-84, it carried about 20,500 vehicles per day (two-way) and near Stark Street it carried about 22,000 vehicles per day. Historic Columbia River Highway carried about 4,700 vehicles per day near 257th Avenue and 1,300 vehicles per day near the Sandy River. Overall, based on traffic counts at gateways to the City, nearly 70,000 vehicles entered and exited Troutdale (about half in and half out) on a given day. As a comparison, daily traffic on I-84 was about 51,000 vehicles per day west of the 238th interchange.

Analysis of traffic volumes is useful in understanding the general nature of traffic in an area, but by itself indicates neither the ability of the street network to carry additional traffic nor the quality of service afforded by the streets. For this, the concept of *level of service* has been developed to subjectively describe traffic performance at intersections.

At the time of the Transportation System Plan (1995), there were approximately 11 signalized intersections in Troutdale, most of which experienced level of service C (average traffic delays) or better. Some delays were generally observed to occur at intersections near the I-84 interchange and at two major streets (257th Avenue and Stark Street). At most other signalized intersections, however, delays were usually short in time and length. Unsignalized intersections were observed to operate at level of service D (long traffic delays) or better, except Marine Drive/Frontage Road (level of service F for the westbound approach).

The intersection of SE Stark Street and SE Troutdale Road ranked 13th on Multnomah County's SPIS (Safety Priority Index System) of the most severe accident locations in the County (21 accidents from 1/91 – 12/93). The intersection of NE Glisan Street and 242nd Avenue ranked 24th on the County's SPIS, with 18 total accidents.

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3. Needs for Streets within the Area

Land located west of 257th is generally unserved by local streets. Halsey provides access to this area, but vacant, developable property to the north and south of Halsey remains without local streets.

There is no street connection between the CBD and the existing Columbia Gorge Premium Outlet Stores, the vacant General Commercial and Mixed Office/Housing land and the STP site. These properties are envisioned as accommodating a mix of residential and commercial development that will need to be linked to the existing CBD for the mutual benefit of both areas.

4. Other Modes of Transportation

Transit service is provided by the Tri-County Metropolitan Transit District of Oregon (Tri-Met), with three routes that serve Troutdale. Route 24 provides service between City Hall and the Gateway Transit Center via Halsey Street, with approximately 20-minute headways in the peak commute periods. Route 80 provides service between and the I-84 Frontage Road Gresham Transit Center, via Mount Hood Community College and Troutdale Road, with approximately 30-minute headways in the peak commute periods. Route 81 provides service between I-84 Frontage Road and the Gresham Transit Center, via Mount Hood Medical Center and 257th Avenue, at 1 hour headways between 7:00 AM and 6:00 PM. Routes 24 and 80 operate daily and Route 81 operates Monday through Friday only. There are no sheltered facilities for bus riders nor is there a transit center where transfers from bus to an other form of transportation can occur.

Bikeway connectivity for cyclists traveling to activity centers in Troutdale is limited. There are two primary north/south routes (257th Avenue and Troutdale Road between Cherry Park Road and Stark Street) and two primary east/west routes (Marine Drive and Halsey Street).

The majority of arterial and collector streets in Troutdale have sidewalks on at least one side of the street. There are some locations where sidewalks are not connected, however, connectivity and pedestrian linkages remain relatively good. Sidewalks at least five feet wide are required in all new development. Existing roadways that do not have sidewalks are being retrofitted where terrain and right-of-way make it feasible to do so. All new sidewalks include wheelchair ramps at intersections to permit easy access for wheelchairs. Pedestrian counts conducted as part of the Transportation System Plan (1995) observed that the three intersections with the most pedestrian crossings were Troutdale Road/Stark Street, Buxton Road/Historic Columbia River Highway and 257th Avenue/South Cherry Park Road.

Troutdale is a hub for truck servicing activity as it is one of the first opportunities to refuel coming into Portland from the east. Principal routes for trucks include arterial highways and streets: north/south access is generally provided via 257th Avenue and access to the west is provided via Halsey Street, South Cherry Park Road and Stark Street.

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A critical railroad east-west trunk link into Portland crosses Troutdale, with two mainline tracks at the west end of the City and a spur line that serves the Reynolds Metal Plant north of the City. Union Pacific trains pass through Troutdale approximately once per hour (both directions) and Amtrak passes through approximately seven times per week.

Troutdale is also served by the Portland-Troutdale Airport, a general aviation facility located on the northern edge of the City. The airport is home to a number of private entities that provide aviation-related services including scenic tours and charter flights, helicopter and fixed-wing flight training, and aviation repair and maintenance. The airport does not have any regular service; however, it did experience 107,461 operations in 1994. The Port of Portland maintains a Master Plan for this airport.

D. Sanitary Sewer Facilities

Troutdale currently has a City owned and operated sewage treatment plant (STP) located in the downtown business portion of the City, adjacent to the Columbia Gorge Outlet Mall. Because of capacity constraints and other problems with the existing STP, the City has begun construction of a new STP located on the west bank of the Sandy River north of the airport.

The existing West Columbia pump station is at capacity and is in need of upgrading.

E. Storm Sewer Facilities

Storm sewer facilities on Halsey St., the Columbia River Highway and Fourth Street are at capacity or have design deficiencies.

F. Water Facilities

Increased demand for water has paralleled population growth in Troutdale. Accompanying this growth is the need to correct any existing deficiencies in the City's water system as well as to plan for future additions to the distribution, supply and storage functions of the system. To conduct an assessment of Troutdale's future water needs, the City retained Economic and Engineering Services, Inc. (EES) to complete the most recent Water Master Plan in 1993.

There are six wells connected into the Troutdale water distribution system. The wells extract water from the Sandy River Mudstone and the Troutdale formations that underlie the City. The total yield of the five wells in operation at the time of the 1993 Water Master Plan was 4.7 million gallons per day (mgd). A sixth well was out of service because of a decline in its yield. Generally, the well pumping stations and associated equipment and machinery were observed to be maintained at a high standard, with no major improvements needed.

Recharge of the aquifers serving Troutdale is into the Beavercreek drainage basin and was estimated to average 13 mgd. This figure is more than 4 times the average demand for water forecast for a city of 25,000 persons. The City holds water rights equal to 7.2 mgd, and the 1993 average use was 1 mgd. Water is stored in four water tanks with a total capacity of 6.0 million gallons. All reservoirs and associated sites are generally in good condition.

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The water distribution system is divided into five zones due to the sloping topography of the area, especially from the airport to Strebin Road where the increase in elevation is approximately 320 feet. The system is comprised of approximately 43 miles of 4-inch to 12-inch pipe, much of which is less than 20 years old. Generally, the length and size of water mains are in good condition in terms of age and leakage, and the existing system is considered to be a strong network.

Water lines on the Historic Columbia River Highway and on 244th are at capacity and require upsizing.

G. Public Facilities

1. City Hall

The existing City Hall is inadequate in size to serve a growing community, including anticipated growth within the Area. Space is needed for staff to serve the Agency. If the City Hall were to be located outside the CBD, the positive influence of that facility on adjacent development would be lost.

2. Parks

Though the eastern boundary of the Area is the Sandy River, there is little access to the river or capacity for recreational activities based on the river. In addition, some parts of the Area lack neighborhood parks.

3. Parking

The Downtown Parking Study completed in 1995 indicated that the CBD had an inadequate supply of parking to support existing and future demand from shoppers, employees and residents.

II. SOCIAL AND ECONOMIC CONDITIONS

A. Population

1. City

The Portland State University (PSU) Center for Population Research and Census estimated a total population for the City of Troutdale at 13,975 total persons as of July 1, 2000. PSU's population estimate was 14,040 persons for 1998, 13,880 persons for 1997, and 12,750 persons for 1996. The average annual increase in population over this three-year period was 3.7%.

The U.S. Census Bureau reported a total population of 13,777 for 2000, 7,852 in 1990 and a 1980 population of 5,908

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2. Urban Renewal Area

The U.S. Census Bureau's 1996 American Community Survey (ACS) block group statistics show an estimated population of 2,272 for those blocks which lie within the Urban Renewal Area. Block group boundaries are largely the same as the entire Troutdale Urban Renewal Area. However, some minor inconsistencies do exist which may result in slightly different estimates.

The 1996 ACS estimated that, of the City's total population, 5589 were male (50.8%) and 5417 (49.2%) were female. There were 3,710 total households reported.

B. Housing

1. City

According to the ACS, there were approximately 3,852 total housing units in the City, with an average of 2.97 persons per owner-occupied unit and 2.92 persons per renter occupied unit. Of the total housing units, 2,918 (75%) were owner-occupied, 792 (21%) were renter-occupied, and 142 (4%) were reported vacant. The median value of specified owner-occupied housing units was \$135,000, with median monthly owner costs of \$1,027 for units with a mortgage and \$371 for non-mortgaged units. The median gross monthly rent was \$680 for renter-occupied units.

2. Urban Renewal Area-Specific:

The 1996 ACS block group statistics show that there were approximately 899 total housing units within the Urban Renewal Area: 594 were owner-occupied, 258 were renter-occupied, and 47 were vacant. The median value for owner-occupied housing units was approximately \$105,000.

**Note-* Block group boundaries are largely the same as the entire Troutdale Urban Renewal Area. However, some minor inconsistencies do exist which may result in slightly different estimates.

C. Income

Generally, the City of Troutdale experiences a significantly greater level of income than Multnomah County as a whole.

The ACS reported a median family income of \$51,603 for the City of Troutdale, which was 20.4% greater than the median for all of Multnomah County (\$41,056). The median household income for Troutdale (\$49,664) was 34% greater than the County median of \$32,716.

Median non-family household income for the City was \$36,159, compared to \$22,119 for Multnomah County (a difference of 38.8%).

Per capita income, however, was slightly lower for Troutdale than for Multnomah County, \$17,912 versus \$18,564, a difference of only 3.5%. This figure can likely be attributed to the

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larger percentage of children (non-earners) within the City of Troutdale that are included in per capita statistics.

D. Employment

Data from the ACS indicates that approximately 85% of the residents over the age of 16 were employed during 1996. Industry-specific data shows the highest concentration of workers in retail trade (21%), professional and related services (19%), and manufacturing (16%).

Occupations within industries were reported to be the greatest for executive, administrative, and managerial (17.4%), sales (16.4%), administrative support and clerical (15.5%), precision production, craft and repair (12.8%), and professional specialty (12.6%).

The 1996 ACS data for levels of education attained by Troutdale residents indicate that 6.2 % of those aged 25 years and over had earned a graduate or professional degree, 33.8% had earned a bachelor's, associate's or vocational school degree, and 28% attended some college without a degree. Approximately 24.7% earned a high school diploma (including equivalency), 5.7% attended high school without earning a diploma, and 2% have less than a 9th grade education.

III. DEVELOPMENT CONDITIONS

A. Improvement To Land Value Ratios*

An accurate indicator of how well land is developed in urban areas is the ratio of its *assessed value for improvements* (primarily buildings) to its *assessed value for land*. **Table 4, "Improvement to Land Value Ratios"** shows these ratios for tax lots within the Troutdale Urban Renewal Area, according to their Comprehensive Plan Map designations.

Land in healthy urban areas commonly has improvement to land value ratios from 4.0 to 10.0, and higher. Of the sectors in the Urban Renewal Area, only the Commercial sector has an improvement to land value ratio over 4.0. Improvement to Land Value Ratios are observed to be low mostly when there is a great deal of vacant land.

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**Table 7:
Improvement to Land Value Ratios**

Land Use by Comprehensive Plan Designation	Average Improvement to Land Value
Commercial	4.36
Industrial	0.60
High Density Residential	2.06
Medium Density Residential	1.72

B. Building Conditions

A general survey of building conditions in the Area reveals that the CBD contains many buildings that appear to not meet current code requirements and many commercial buildings whose appearance is not in keeping with a thriving downtown. In addition there are some older detached single family homes on land that is zoned for more intensive uses and that may be appropriate for redevelopment during the course of the Plan.

IV. REASONS FOR SELECTION OF THE URBAN RENEWAL AREA

The urban renewal area is designated as Troutdale's Town Center. The policy of the City for this area is to encourage higher density residential, retail and office uses, both freestanding and in mixed use projects. As noted above, there is a great deal of land that is vacant or underdeveloped, and in need of public infrastructure and/or financial assistance. In addition, two special sites exist that can accommodate significant development – the STP site and the County Farm site. Neither site is served with adequate streets, sidewalks and utilities to accommodate the intended development. Because of the high development expectations and the current deficiencies in infrastructure, the Town Center area has been selected as the Urban Renewal Area.

V. RELATIONSHIP BETWEEN EACH PROJECT TO BE UNDERTAKEN UNDER THE PLAN AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

The relationship between each project to be undertaken under the Plan and the conditions described in this report is as follows.

A. Public Improvements

1. Streets

- a) Residential Streets west of 257th

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- b) SE 5th Street Improvements
 - c) Access improvements for the County Farm Site
- The projects above address deficiencies in local access.
- d) Access to STP Site from Downtown

This project addresses lack of connectivity between the CBD and the mixed use and commercial property north of the railroad.

2. Pedestrian Ways

Pedestrian improvements include trails and connections. Proposed improvements include the following key features:

- a) Sandy River Trail / Columbia River Highway Trail-
- b) Beaver Creek Canyon Linkage to the Columbia River Highway Trail-
- c) Helen Althaus Park to Edgefield

The projects above address the lack of safe and convenient pedestrian access in parts of the Area.

- d) Pedestrian Bridge – Downtown to the Columbia Gorge Premium Outlet Stores

This project addresses lack of pedestrian access between the CBD and the mixed use and commercial property north of the railroad.

3. Sanitary Sewer

Upgrade West Columbia pump station.

This project addresses deficiencies in the sanitary sewerage in parts of the Area.

4. Storm Sewer

- a) Halsey St. Drainage Improvements
- b) Columbia River Highway Control Structure
- c) Columbia River Highway Underpass Bypass
- d) Wood Village Drainage Improvement
- e) Fourth Street Drainage Improvement

The projects above address capacity and other design constraints in existing storm drainage facilities.

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5. Water

- a) Upsize water line on Columbia River Highway from Kibling to Park
- b) Upsize 244th Avenue Water Line

The projects above address capacity and other design constraints in existing water facilities.

B. Public Facilities

1. City Hall Development

This project addresses the need to house staff serving the Agency and to ensure that the facility serves as an activity generator for the CBD.

2. Parks

- a) Sandy Riverfront Park
- b) Sandy River, South of Railroad

The projects above address the lack of access to the Sandy River and the lack of riverfront recreational facilities.

- c) Neighborhood Park, Halsey at Edgefield Court
- d) Neighborhood Park, South of Halsey Between Halsey Loop and Edgefield.

The projects above address the lack of neighborhood park facilities.

3. Parking Facilities

This project addresses the deficiency in parking facilities as documented in the 1995 Downtown Parking Study.

C. Financial Incentives

1. Low Interest Loan and Grant Programs

This program addresses the presence of substandard and unattractive buildings within the area by facilitating their rehabilitation or redevelopment.

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VI. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The total costs of each project and the sources of revenues other than urban renewal funds to pay these costs are shown in the Table 8. below.

TABLE 8: PROJECT COSTS			
TASKS	URBAN RENEWAL SHARE	OTHER SOURCES	TOTAL
Administration	1,421,000		1,421,000
Bond Issuance Costs	298,400		298,400
Capital Outlays			
Streets	5,175,000	5,175,000	10,350,000
Sanitary Sewer, Water, Storm Drainage	925,000	925,000	1,850,000
Parks and Pedestrian Ways	3,425,000		3,425,000
Parking	2,035,000	2,035,000	4,070,000
City Hall	250,000	3,750,000	4,000,000
Transfer to Bond Fund			
Land Acquisition	50,000		50,000
Rehab Loans	1,300,000		1,300,000
Reimbursement to City	30,000		30,000
Contingency	1,181,000		1,181,000
Ending Balance			
Totals	16,090,400	12,135,000	28,225,400

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The sources of revenues for the urban renewal share of project costs are shown in the Table 9 below. Table A, attached in the appendix to this Report, shows the estimated annual incremental assessed values, consolidated tax rates, tax increment revenues and annual debt service requirements for the long term and short term bonds used to finance the Plan.

TABLE 9: REVENUES FOR URBAN RENEWAL SHARE OF PROJECT COSTS	
Long Term Bonds	9,304,997
Short Term Bonds	6,300,000
Loan Repayment	594,375
Interest earnings	119,501
Total Revenues	16,318,872

VII. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT:

Table 10 shows the anticipated completion date for each project. Expenditures for these projects will occur throughout the duration of the Plan. The completion date is the year of the last expenditure.

TABLE 10: ANTICIPATED COMPLETION DATES	
PROJECT	ANTICIPATED COMPLETION DATE
Streets	2026
Sanitary Sewer, Water, Storm Drainage	2026
Parks	2026
Parking	2026
City Hall	2007
Land Acquisition	2005
Rehab Loans	2026
Reimbursement to City	2006

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VIII. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUE REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED OR OTHERWISE PROVIDED FOR.

The amount of tax increment revenue required to retire all indebtedness incurred under the plan is \$25,970,594. All indebtedness is estimated to be retired in FY2026/2027. See Table A. in the appendix to this report for more information.

IX. FINANCIAL ANALYSIS OF THE PLAN WITH SUFFICIENT INFORMATION TO DETERMINE FEASIBILITY

The incremental assessed value projections contained in Table A in the appendix to this Report are based on anticipated development that conforms to the Comprehensive Plan designations and the zoning set forth in the City's Development Code. The anticipated development is projected to occur on land currently vacant or redevelopable. The assessed values projected for this development are based on current assessed values for similar development and inflated 3% annually.

The consolidated tax rate shown is based on the current consolidated tax rate for Multnomah County Levy Code Area 242, in which the Area is located. Showing a constant consolidated rate means that existing bond levies and local option levy (for the Multnomah County Library) are replaced but not increased.

The resulting tax increment revenues are shown as being sufficient to pay debt service requirements. The proceeds of debt plus interest earnings and repayment of loans issued by the Agency are shown as being, in combination with other revenue sources, sufficient to meet the costs of the projects in the Plan.

The above information supports a finding that the Plan is financially feasible.

X. FISCAL IMPACT STATEMENT THAT ESTIMATES THE IMPACT OF THE TAX INCREMENT FINANCING, BOTH UNTIL AND AFTER THE INDEBTEDNESS IS REPAID, UPON ALL ENTITIES LEVYING TAXES UPON PROPERTY IN THE URBAN RENEWAL AREA

The fiscal impact on taxing districts during the period when indebtedness is being paid off is shown in Table 11 below. The annual impacts are the tax revenues that are foregone because the taxes on incremental assessed value is allocated to the Agency. The impacts are calculated by applying the permanent rates and local option rates of the taxing districts to the growth in assessed value within the Area that is projected to occur *without* the Plan. The figures are based on projections that 100% of the growth would occur in the first year of the collection of tax increment revenues (FY 2002/2003) but that the percent of growth occurring in later years

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phases down to 50% of what is projected *with* the Plan. Twenty-four years of tax increment collection are projected, starting in FY 2002/2003).

TABLE 11: TOTAL AND AVERAGE ANNUAL IMPACTS ON TAXING DISTRICT REVENUES DURING REPAYMENT OF INDEBTEDNESS			
Taxing Districts	Tax Rates	Total	Average Annual
Multnomah County	4.3433	3,330,612	138,776
Multnomah County Local Option	0.5947	456,039	19,002
Port of Portland	0.0701	53,755	2,240
City of Troutdale	3.7652	2,887,303	120,304
Metro	0.0966	74,077	3,087
Mt Hood Community College	0.4857	372,454	15,519
Multnomah County ESD	0.4576	350,906	14,621

After indebtedness is repaid, the impacts are positive, consisting of tax revenues collected as a result of the Plan. The projected increased revenues equal the foregone taxes (not accounting for the time value of money) in eleven years after the termination of tax increment financing. Table 12 shows the total revenues gained in these eleven years and the average annual increase in tax revenues.

TABLE 12: TOTAL AND AVERAGE ANNUAL IMPACTS ON TAXING DISTRICT REVENUES AFTER REPAYMENT OF INDEBTEDNES			
Taxing Districts	Tax Rates	Total Increased Revenues	Average Annual Increase
Multnomah County	4.3433	3,643,206	331,201
Multnomah County Local Option	0.5947	498,841	45,349
Port of Portland	0.0701	58,801	5,346
City of Troutdale	3.7652	3,158,289	287,117
Metro	0.0966	81,029	7,366
Mt Hood Community College	0.4857	407,410	37,037
Multnomah County ESD	0.4576	383,840	34,895

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XI. RELOCATION REPORT

A. An analysis of existing residents or businesses required to relocate permanently or temporarily as a result of agency actions under ORS 457.170

No residents or businesses are projected to be required to relocate under the Plan.

B. A description of the methods to be used for the temporary or permanent relocation of persons living in, and businesses situated in, the urban renewal area in accordance with ORS 281.045 to 281.105.

No residents or businesses are projected to be required to relocate under the Plan. Should the Plan be amended to require relocation, the Plan states the methods to be used for temporary or permanent relocation.

C. An enumeration, by cost range, of the existing housing units in the urban renewal areas of the plan to be destroyed or altered and new units to be added.

No existing housing units are expected to be destroyed or altered as a result of Agency actions under the Plan. Some redevelopment of existing housing by property owners is anticipated to occur on a voluntary basis but a specific number of units has not been projected. Housing will be added as residential property develops. Approximately 1,000 housing units could be developed under current zoning on vacant land and land projected to be redevelopable.